

HOUSING COMMISSION AGENDA

Regular Meeting
Wednesday, November 05, 2014 at 5:30 PM
City Council Conference Room
City Hall / Administration Building
701 Laurel Street. Menlo Park. CA 94025

CALL TO ORDER

ROLL CALL - Cadigan, Calder, Clarke (Chair), Dodick (Vice Chair), Tate.

A. PUBLIC COMMENT (Limited to 30 minutes)

Under "Public Comment", the public may address the Commission on any subject not listed on the agenda. Each speaker may address the Commission once under Public Comment for a limit of three minutes. Please clearly state your name. The Commission cannot act on items not listed on the agenda and, therefore, the Commission cannot respond to non-agenda issues brought up under Public Comment other than to provide general information.

B. REGULAR BUSINESS

- **B1.** Recommendation of a Below Market Rate Housing In-Lieu Fee Agreement with Facebook, Inc. for Commercial Linkage Fees for 300 Constitution Drive. (Attachment)
- **B2.** Recommendation of a Below Market Rate Housing In-Lieu Fee Agreement with Western Allied Inc. for Commercial Linkage Fees for 1180 O'Brien Drive. (Attachment)
- **B3.** Approval of the August 6, 2014, Regular Meeting minutes. (Attachment)

C. REPORTS AND ANNOUNCEMENTS

- **C1.** Commission Member Updates
- C2. Staff Updates
- D. INFORMATION ITEMS None.
- **E. ADJOURNMENT**

This Agenda is posted in accordance with Government Code §54954.2(a) or §54956. Members of the public can view electronic agendas and staff reports by accessing the City website at http://www.menlopark.org and can receive e-mail notification of agenda and staff report postings by subscribing to the "Notify Me" service on the City's homepage at www.menlopark.org/notifyme. Agendas and staff reports may also be obtained by contacting Clay Curtin, at 650-330-6615. (Posted 10/31/14)

At every Regular Meeting of the Commission, in addition to the Public Comment period where the public shall have the right to address the Commission on any matters of public interest not listed on the agenda, members of the public have the right to directly address the Commission on any item listed on the agenda at a time designated by the Chair, either before or during the Commission's consideration of the item.

At every Special Meeting of the Commission, members of the public have the right to directly address the Commission on any item listed on the agenda at a time designated by the Chair, either before or during consideration of the item.

Any writing that is distributed to a majority of the Commission by any person in connection with an agenda item is a public record (subject to any exemption under the Public Records Act) and is available for inspection at the Menlo Park Library, 800 Alma Street, Menlo Park, CA 94025 during regular business hours.

Persons with disabilities, who require auxiliary aids or services in attending or participating in Commission meetings, may call the City Clerk's Office at (650) 330-6620.

MEMORANDUM



DATE: November 5, 2014

TO: Housing Commission

FROM: Kyle Perata, Associate Planner

RE: Agenda Item B1: Recommendation of a Below Market Rate

Housing In-Lieu Fee Agreement with Facebook, Inc. for commercial linkage fees for 300 Constitution Drive

SITE LOCATION

The project site is approximately 58.3 acres and is identified as Assessor's Parcel Number 055-260-250 ("Property"). The subject property is addressed 300-309 Constitution Drive and consists of multiple buildings containing a combination of manufacturing, warehouse, and office spaces, comprising approximately 971,357 square feet. The subject building contains 184,438 square feet of warehousing and distribution uses and is more commonly known as 300 Constitution Drive.

PROJECT DESCRIPTION

The applicant, Facebook Inc., is requesting a use permit for the conversion of an extant approximately 184,438 square foot building from warehouse/distribution uses to office uses and possible ancillary employee amenities, such as a health center and fitness center, located within the M-2 (General Industrial) zoning district. The applicant proposes to remove approximately 4,330 square feet of existing mezzanine space as part of the project. The project plans are included for reference as Attachment B. The use permit requires review and approval by the Planning Commission, tentatively scheduled for the December 15, 2014 meeting.

The applicant is required to comply with Chapter 16.96 of City's Municipal Code, ("BMR Ordinance"), and with the BMR Housing Program Guidelines adopted by the City Council to implement the BMR Ordinance ("Guidelines"). The BMR Ordinance requires the applicant to submit a Below Market Rate Housing Agreement for review by the Housing Commission.

RESIDENTIAL DEVELOPMENT COMPONENT

Residential use of the property is not allowed by the applicable zoning regulations. The developer does not own any sites in the city that are available and feasible for construction of sufficient below market rate units to satisfy the requirements of the BMR Ordinance, which in this case is four units. Based on these facts, staff has found that development of such units on-site or off-site in accordance with the requirements of the BMR Ordinance and Guidelines is not feasible.

BMR HOUSING PROGRAM REQUIREMENT

The developer shall pay the applicable in lieu fee as provided in the BMR Ordinance and Guidelines. The draft BMR Agreement (Attachment A) has been reviewed by the City Attorney for compliance with the BMR ordinance. The in lieu fee will be calculated as set forth in the table below; however, the applicable fee for the Project will be based upon the per square foot fee in effect at the time of payment. The applicant has expressed an interest in potentially modifying the project to include the demolition of existing buildings on the campus. As such, the draft BMR agreement may be modified prior to Planning Commission action to include a provision for receiving credit for buildings that are demolished prior to occupancy of the remodeled building at 300 Constitution Drive. If the applicant pursues this option, then the BMR Agreement would be structured for recordation against the property with the provision for potential demolition credit being included.

	Use Group	Fee/SF	Square Feet	Component Fees
Existing Building - Non-Office Areas	B- Non-Office C/I	\$8.24	184,438	(\$1,519,769.10)
Proposed Buildings Office Areas	A-Office/R&D	\$15.19	180,108	\$2,735,840.50
Total Estimated In Lieu Fee \$1,216,0				

RECOMMENDATION

Staff recommends that the Housing Commission recommend to the Planning Commission that they approve the proposed Below Market Rate Housing In-Lieu Fee Agreement.

Housing Commission Meeting of November 5, 2014 300 Constitution Drive BMR Agreement Page 3

ATTACHMENTS

- A. 300 Constitution Drive Proposed BMR Housing In-Lieu Fee Agreement
- B. Project Plans (Selected Sheets)

V:\STAFFRPT\HC\2014\110514 - BMR Agreement 300 Constitution Drive.doc

BELOW MARKET RATE HOUSING IN LIEU FEE AGREEMENT

This Below Market Rate H	lousing In Lieu Fee Agreement ("Agreement") is made as of
this day of	_, 2014 by and between the City of Menlo Park, a California
municipality ("City") and Hi	ibiscus Properties, LLC, a Delaware limited liability company
("Applicant"), with respect t	to the following:

RECITALS

- A. Applicant owns that certain real property located in the City of Menlo Park, County of San Mateo, State of California, consisting of approximately 58.3 acres, more particularly described as Assessor's Parcel Number: 055-260-250 ("Property"), and more commonly known as 300-309 Constitution Drive, Menlo Park, California.
- B. The Property currently contains multiple buildings containing a combination of manufacturing, warehouse, and office spaces, comprising approximately 971,357 square feet. The building that is the subject of the application contains 184,438 square feet of warehousing and distribution uses and is more commonly known as 300 Constitution Drive, Menlo Park, California ("Building 300").
- C. Applicant proposes to convert Building 300 from warehouse/distribution uses to office uses with possible ancillary health and fitness uses ("Project"). The Applicant has applied to the City for planning approval to convert Building 300 to offices and ancillary employee amenities. The Project includes the removal of approximately 4,330 square feet of mezzanine space.
- D. Applicant is required to comply with Chapter 16.96 of City's Municipal Code ("BMR Ordinance") and with the Below Market Rate Housing Program Guidelines ("Guidelines") adopted by the City Council to implement the BMR Ordinance. In order to process its application, the BMR Ordinance requires Applicant to submit a Below Market Rate Housing Agreement. This Agreement is intended to satisfy that requirement. Approval of a Below Market Rate Housing Agreement is a condition precedent to the approval of the applications and the issuance of a building permit for the Project.
- E. Residential use of the Property is not allowed by the applicable zoning regulations. Applicant does not own any sites in the City that are available and feasible for construction of sufficient below market rate residential housing units to satisfy the requirements of the BMR Ordinance. Based on these facts, the City has found that development of such units off-site in accordance with the requirements of the BMR Ordinance and Guidelines is not feasible.
- F. Applicant, therefore, is required to pay an in lieu fee as provided for in this Agreement. Applicant is willing to pay the in lieu fee on the terms set forth in this Agreement, which the City has found are consistent with the BMR Ordinance and Guidelines.

NOW, THEREFORE, the parties agree as follows:

1. If Applicant elects to proceed with the Project, Applicant shall pay the in lieu fee as provided for in the BMR Ordinance and Guidelines. Notwithstanding the proceeding, nothing in this Agreement shall obligate Applicant to proceed with the Project. The applicable in lieu fee is that which is in effect on the date the payment is made. The in lieu fee will be calculated as set forth in the table below; however, the applicable fee for the Project will be based upon the amount of square footage within Group A and Group B at the time of payment. The estimated in lieu fee is provided below.

	Use Group	Fee/SF	Square Feet	Component Fees	
Existing Building - Non-Office Areas	B- Non-Office C/I	\$8.24	184,438	(\$1,519,769.10)	
Proposed Buildings Office Areas	A-Office/R&D	\$15.19	180,108	\$2,735,840.50	
Total Estimated In Lieu Fee \$1,216,071					

- 2. If the Applicant elects to proceed with the Project, the Applicant shall pay the in lieu fee before the City issues a building permit for the Project. The in lieu fee may be paid at any time after approval of this Agreement by the Planning Commission. If for any reason, a building permit is not issued within a reasonable time after Applicant's payment of the in lieu fee, upon request by Applicant, City shall promptly refund the in lieu fee, without interest, in which case the building permit shall not be issued until payment of the in lieu fee is again made at the rate applicable at the time of payment.
- This Agreement shall be binding on and inure to the benefit of the parties hereto and their successors and assigns. Each party may assign this Agreement, subject to the reasonable consent of the other party, and the assignment must be in writing.
- 4. If any legal action is commenced to interpret or enforce this Agreement or to collect damages as a result of any breach of this Agreement, the prevailing party shall be entitled to recover all reasonable attorney's fees and costs incurred in such action from the other party.
- 5. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the venue for any action shall be the County of San Mateo.
- 6. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by all of the parties hereto.

- 7. This Agreement supersedes any prior agreements, negotiations, and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof.
- 8. Any and all obligations or responsibilities of the Applicant under this Agreement shall terminate upon the payment of the required fee.
- 9. To the extent there is any conflict between the terms and provisions of the Guidelines and the terms and provisions of this Agreement, the terms and provisions of this Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF MENLO PARK	Hibiscus Properties, LLC
By:	By:
City Manager	•

facebook 300 Constitution Drive

MENLO PARK, CALIFORNIA

GEHRY PARTNERS, LLP ARCHITECT

DRT SUBMISSION

SEPTEMBER 19, 2014

PRELIMINARY DATA SHEET LOCATION: 300 Constitution Drive, City of Menio Park, California

GEHRY PARTNERS, LLP.
ARCHIECT
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EXISTING USE: Warehouse / Office	Office		APPLICANT: Hibis cus Properties LLC	s Properties LLC	
PROPOSED USE: Office			PROPERTY OWNER(PROPERTY OWNER(S): Hibiscus Proporties LLC	U
ZONING: M2			APPLICATION(S): Co	APPUCATION(S): Conditional Use Permit	
DEVELOPMENT STANDARDS	PROPOSED DEVELOPMENT	VELOPMENT	EXISTING PROJECT	PROJECT	ZONING ORDINANCE
Lot Area	2,539,928)s	2,539,928	ş	sfmin
Lot Width	3140	¥	3140	#	ft min
Lot Depth	910.	¥	910.	¥	ft min
Setbacks					
Front		£		#	20 ft min
Rear		=		¥	O ft min
Side (left)		£		#	10 ft min
Side (right)		ש		¥	10 ft mín
Building Coverage	180,108	25	180,108	st	sf max
		×		%	% max
FAR (Floor Area Ratio)		35			
		*			
FAL (Floor Area Limit) Square footage by floor		st			
Below Grade	0	sf	0	75	
łst	180,108	st	180,108	st	
Snd	0	st	4,330	15	
other		st		sŧ	
Square footage of buildings	180,108	st	184,438	st	
Building Height	+/- 28:-8	#	+/- 28-8=	2	
Landscaping	180	sf	281,392	25	
	TBD	*	11.08%	%	
Paving		şt		Sf	
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Parking					
Covered	0	spaces	0	spaces	
Uncovered	1,690	spaces	1,690	spaces	
Define Basis for Parking			Maintain current parking availability on site,	ig availability on site.	
Trees	# of existing Heritage Trees		# of existing Heritage Trees	jo#	# ofnew trees
	# of existing Heritage Trees to		# of existing Heritage Trees to	į	
	pe removed		be removed	iot	Total # of trees

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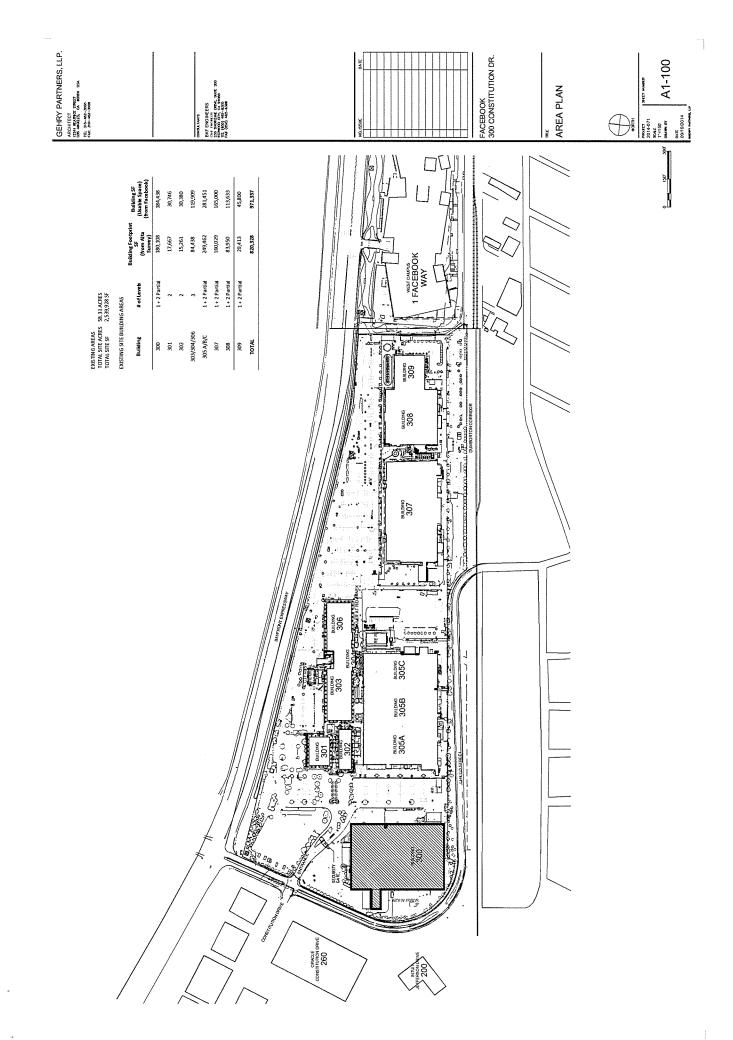
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DRAWING NUMBER

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GEHRY PARTNERS, LLP.
ARCHITECT SEA BANGOS SERTING MACINET OF MACINETY OF

FACEBOOK 300 CONSTITUTION DR.

EXISTING SITE PHOTOGRAPHS

A0-400 PROJECT 2014-071 SCALE NTS DATE 0919/2014 GG19/2014



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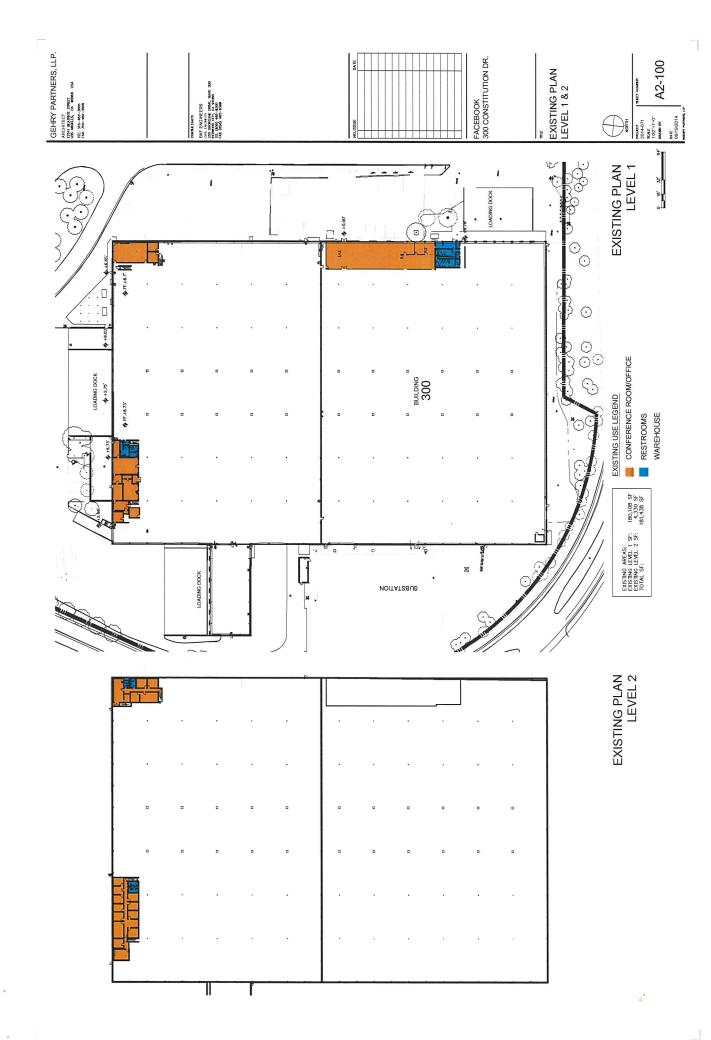
VIEW TOWARDS SOUTH

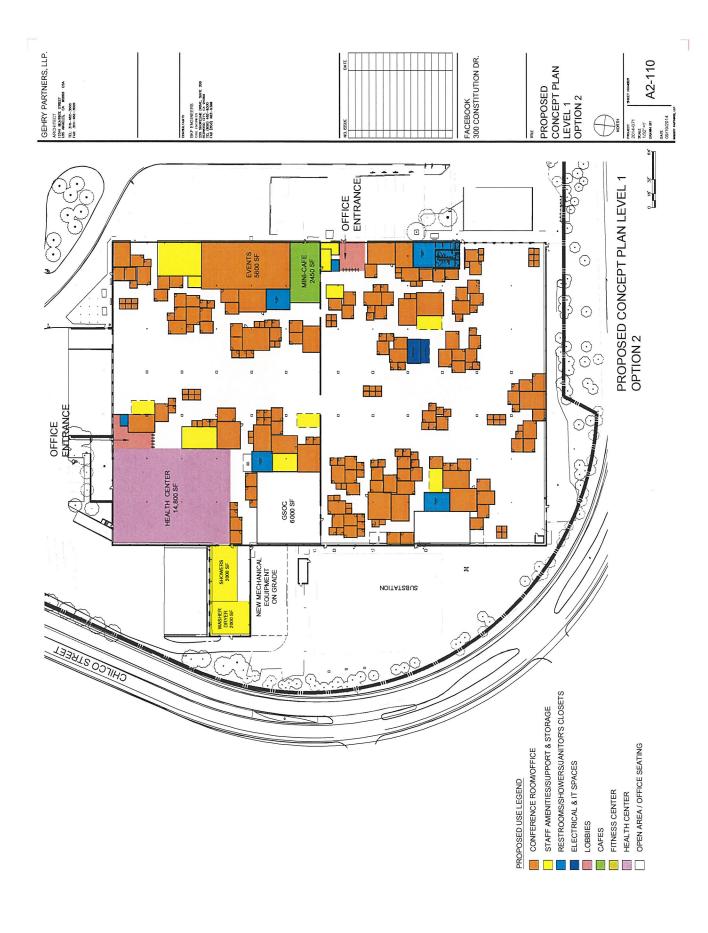


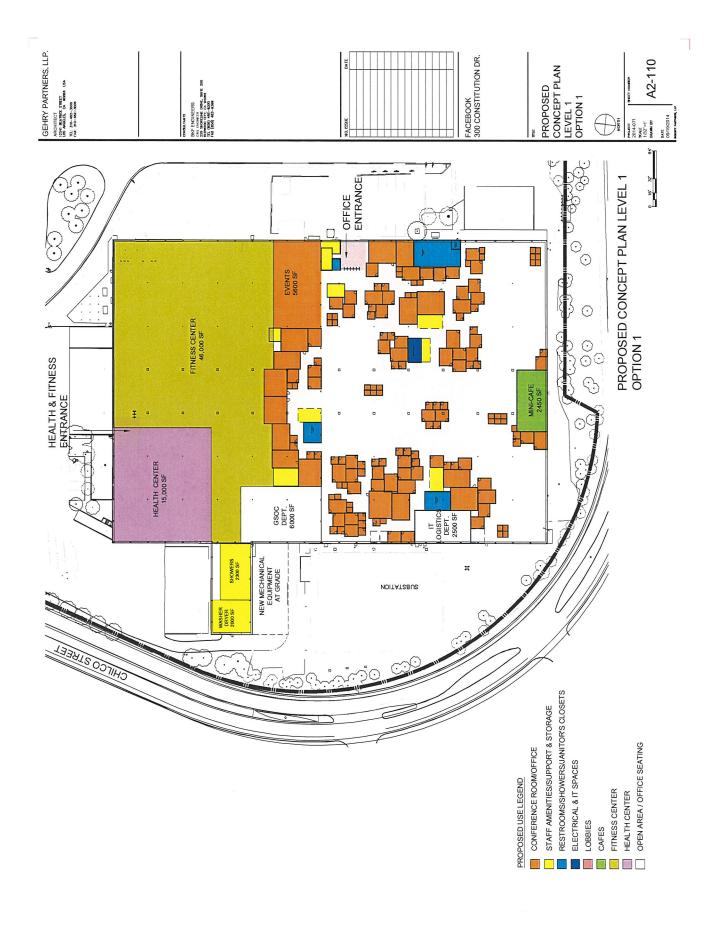
INTERIOR OF BUILDING 300

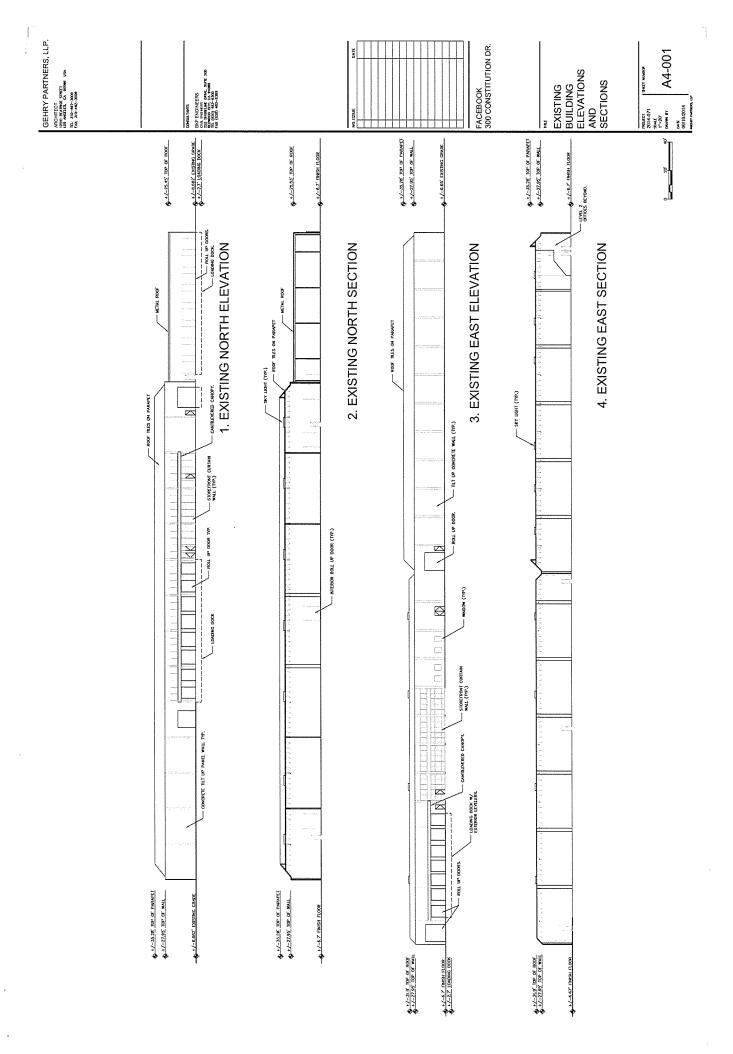


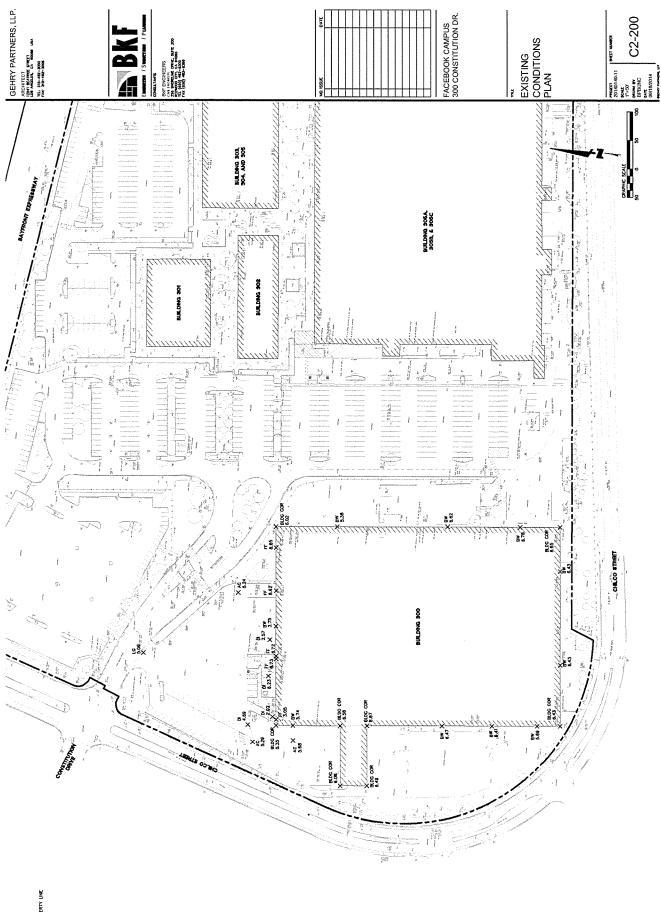
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MEMORANDUM



DATE: November 5, 2014

TO: Housing Commission

FROM: Kyle Perata, Associate Planner

RE: Agenda Item B2: Recommendation of a Below Market Rate

Housing In-Lieu Fee Agreement with Western Allied Inc. for

commercial linkage fees for 1180 O'Brien Drive

SITE LOCATION

The project site is approximately 37,000 square feet and is identified as Assessor's Parcel Number 055-434-070 ("Property"). The subject property is addressed 1180 O'Brien Drive, and contains one building containing a combination of manufacturing, warehouse, and office spaces. The existing gross floor area of the existing building is 14,815 square feet, which would be reduced to approximately 14,570 square feet as part of the proposed project.

PROJECT DESCRIPTION

The applicant is requesting a use permit to convert approximately 2,570 square feet of the building from warehouse to office use, remove an approximately 675-square-foot portion of the existing mezzanine, add an additional 430-square-foot storage mezzanine, and restripe the parking lot to increase the amount of usable parking on site associated with an HVAC business within an existing building, located in the M-2 (General Industrial) zoning district. The project site is currently nonconforming with regard to parking, containing 22 spaces, where 49 spaces would be required by the Zoning Ordinance. The applicant is proposing to increase the usable parking spaces on-site to 37 spaces as part of the project. The project plans are included for reference as Attachment B. The use permit requires review and approval by the Planning Commission, tentatively scheduled for the December 15, 2014 meeting.

Since the existing building is greater than 10,000 square feet in total square footage, the applicant is required to comply with Chapter 16.96 of City's Municipal Code, ("BMR Ordinance"), and with the BMR Housing Program

Guidelines adopted by the City Council to implement the BMR Ordinance ("Guidelines"). The BMR Ordinance requires the applicant to submit a Below Market Rate Housing Agreement for review by the Housing Commission.

RESIDENTIAL DEVELOPMENT COMPONENT

Residential use of the property is not allowed by the applicable zoning regulations. The developer does not own any sites in the city that are available and feasible for construction of sufficient below market rate units to satisfy the requirements of the BMR Ordinance, which in this case is less than one unit and therefore, is rounded up to one unit. Based on these facts, staff has found that development of such units on-site or off-site in accordance with the requirements of the BMR Ordinance and Guidelines is not feasible.

BMR HOUSING PROGRAM REQUIREMENT

The developer shall pay the applicable in lieu fee as provided in the BMR Ordinance and Guidelines. The draft BMR Agreement (Attachment A) has been reviewed by the City Attorney for compliance with the BMR ordinance. The in lieu fee will be calculated as set forth in the table below; however, the applicable fee for the Project will be based upon the per square foot fee in effect at the time of payment.

	Use Group	Fee/SF	Square Feet	Component Fees
Existing Building - Office Areas	A-Office/R&D	\$15.19	7,915	(\$120,228.85)
Existing Building - Non-Office Areas	B- Non-Office	\$8.24	6,900	(\$56,856.00)
Proposed Building- Office Areas	A-Office/R&D	\$15.19	9,810	\$149,013.90
Proposed Building- Non-Office Areas	B- Non-Office	\$8.24	4,760	\$39,222.40
Total Estimated In			\$11,151.45	

RECOMMENDATION

Staff recommends that the Housing Commission recommend to the Planning Commission that they approve the proposed Below Market Rate Housing In-Lieu Fee Agreement.

Housing Commission Meeting of November 5, 2014 1180 O'Brien Drive BMR Agreement Page 3

ATTACHMENTS

- A. 1180 O'Brien Drive Proposed BMR Housing In-Lieu Fee Agreement
- B. Project Plans

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BELOW MARKET RATE HOUSING IN LIEU FEE AGREEMENT

This	Below I	Market F	Rate F	Housing Ir	n Lieu I	Fee Agreem	ent ("Agr	eement") is	made as of
this_	day	of		, 2014 I	by and	between the	City of I	Menlo Park,	a California
muni	cipality	("City")	and	Western	Allied	Mechanical,	Inc., a	California	Corporation
("App	olicant")	, with re	spect	to the foll	owing:				

RECITALS

- A. Applicant leases a building, located at that certain real property in the City of Menlo Park, County of San Mateo, State of California, consisting of approximately, 37,000 square feet, more particularly described as Assessor's Parcel Number: 055-434-070 ("Property"), more commonly known as 1180 O'Brien Drive, Menlo Park.
- B. The Property currently contains one building containing a combination of manufacturing, warehouse, and office spaces. The existing gross floor area of the existing building is approximately 14,815 square feet.
- C. Applicant proposes to convert approximately 2,570 square feet of the building from warehouse to office use, remove an approximately 675 square foot portion of the existing mezzanine, add an additional 430 square foot storage mezzanine, and restripe the parking lot to increase the amount of usable parking on site. Applicant has applied to the City for a use permit to increase the office square footage within the building ("Project").
- D. Applicant is required to comply with Chapter 16.96 of City's Municipal Code ("BMR Ordinance") and with the Below Market Rate Housing Program Guidelines ("Guidelines") adopted by the City Council to implement the BMR Ordinance. In order to process its application, the BMR Ordinance requires Applicant to submit a Below Market Rate Housing Agreement. This Agreement is intended to satisfy that requirement. Approval of a Below Market Rate Housing Agreement is a condition precedent to the approval of the applications and the issuance of a building permit for the Project.
- E. Residential use of the Property is not allowed by the applicable zoning regulations. Applicant does not own any sites in the City that are available and feasible for construction of sufficient below market rate residential housing units to satisfy the requirements of the BMR Ordinance. Based on these facts, the City has found that development of such units off-site in accordance with the requirements of the BMR Ordinance and Guidelines is not feasible.
- F. Applicant, therefore, is required to pay an in lieu fee as provided for in this Agreement. Applicant is willing to pay the in lieu fee on the terms set forth in

this Agreement, which the City has found are consistent with the BMR Ordinance and Guidelines.

NOW, THEREFORE, the parties agree as follows:

1. If Applicant elects to proceed with the Project, Applicant shall pay the in lieu fee as provided for in the BMR Ordinance and Guidelines. Notwithstanding the proceeding, nothing in this Agreement shall obligate Applicant to proceed with the Project. The applicable in lieu fee is that which is in effect on the date the payment is made. The in lieu fee will be calculated as set forth in the table below; however, the applicable fee for the Project will be based upon the amount of square footage within Group A and Group B at the time of payment. The estimated in lieu fee is provided below.

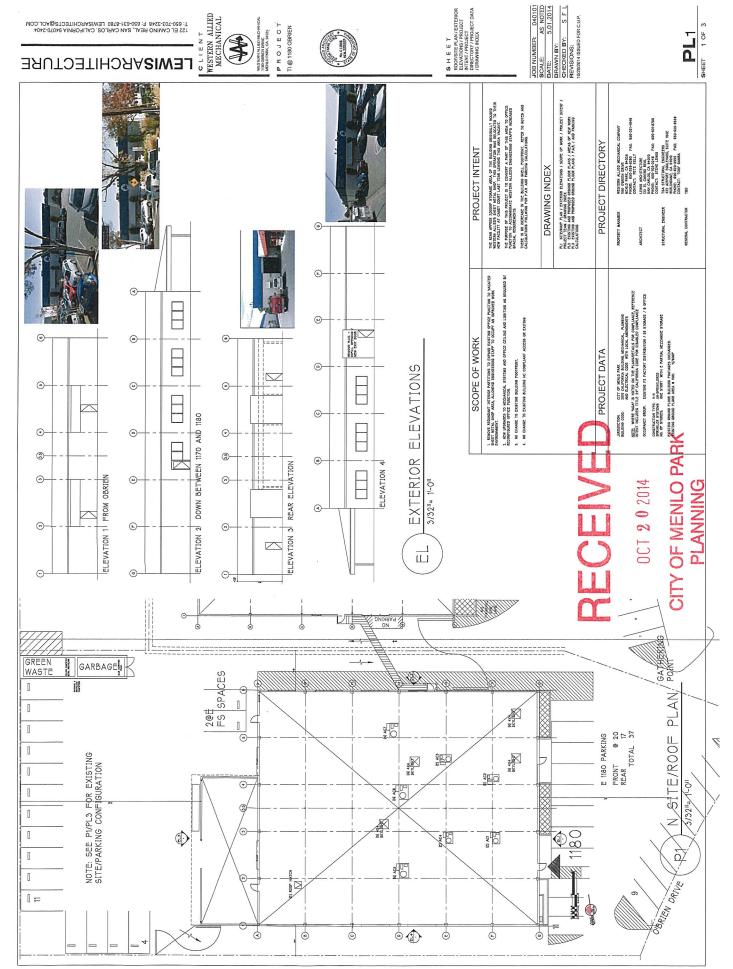
	Use Group	Fee/SF	Square Feet	Component Fees
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Proposed Building- Non-Office Areas	B- Non-Office	\$8.24	4,760	\$39,222.40
Total Estimated In			\$11,151.45	

- 2. If the Applicant elects to proceed with the Project, the Applicant shall pay the in lieu fee before the City issues a building permit for the Project. The in lieu fee may be paid at any time after approval of this Agreement by the Planning Commission. If for any reason, a building permit is not issued within a reasonable time after Applicant's payment of the in lieu fee, upon request by Applicant, City shall promptly refund the in lieu fee, without interest, in which case the building permit shall not be issued until payment of the in lieu fee is again made at the rate applicable at the time of payment.
- 3. This Agreement shall be binding on and inure to the benefit of the parties hereto and their successors and assigns. Each party may assign this Agreement, subject to the reasonable consent of the other party, and the assignment must be in writing.
- 4. If any legal action is commenced to interpret or enforce this Agreement or to collect damages as a result of any breach of this Agreement, the prevailing

- party shall be entitled to recover all reasonable attorney's fees and costs incurred in such action from the other party.
- 5. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the venue for any action shall be the County of San Mateo.
- 6. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by all of the parties hereto.
- 7. This Agreement supersedes any prior agreements, negotiations, and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof.
- 8. Any and all obligations or responsibilities of Applicant under this Agreement shall terminate upon the payment of the required fee.
- 9. To the extent there is any conflict between the terms and provisions of the Guidelines and the terms and provisions of this Agreement, the terms and provisions of this Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

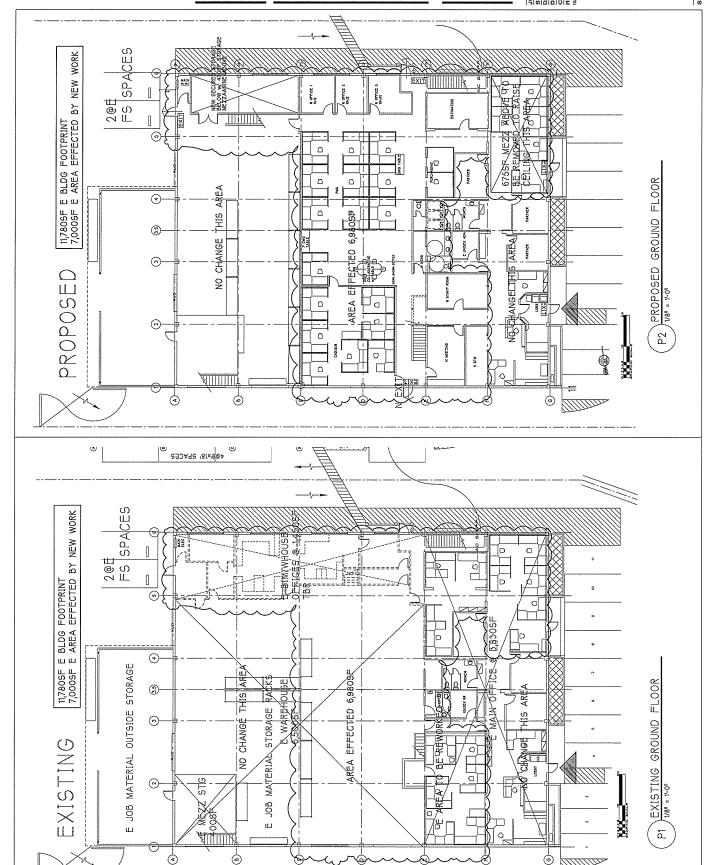
CITY OF MENLO PARK	Western Allied Mechanical, Inc.
By:	By:
City Manager	Peter F. Kelley Western Allied Mechanical

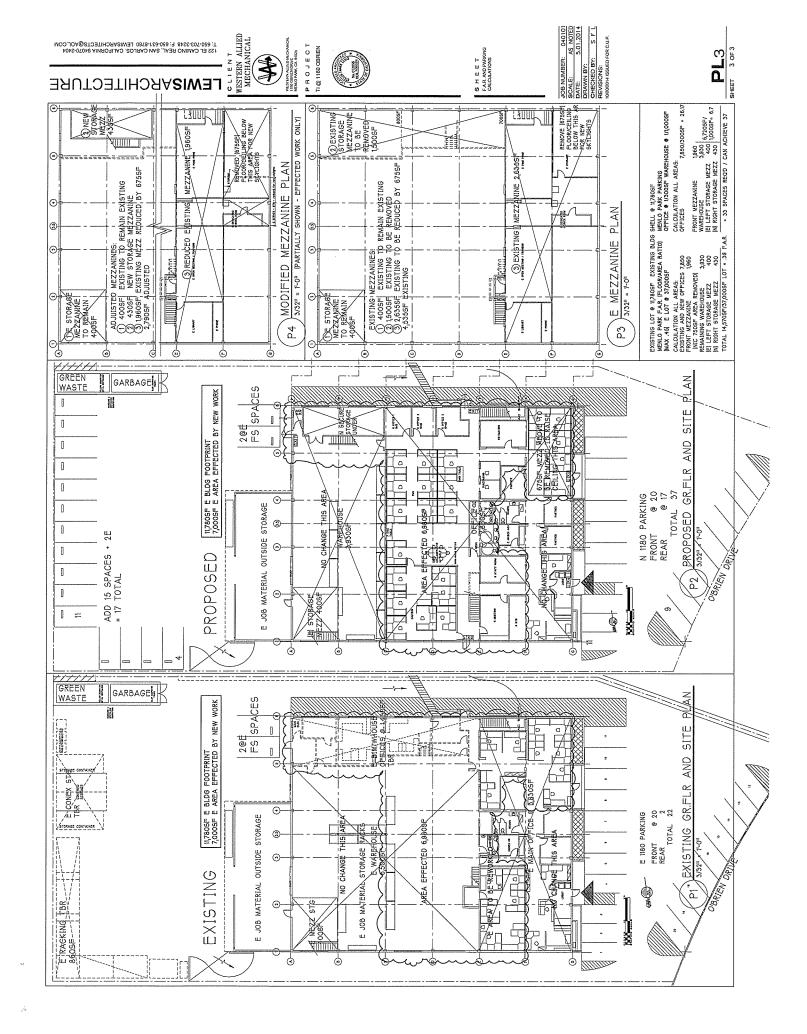


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HOUSING COMMISSION ---DRAFT MINUTES---

Regular Meeting
Wednesday, August 06, 2014 at 5:30 PM
City Council Conference Room
City Hall / Administration Building
701 Laurel St, Menlo Park, CA 94025

The meeting was called to order by Chair Clarke at 5:30 pm.

ROLL CALL:

Present: Calder, Clarke, Dodick, Tate

Absent: Cadigan (notified staff in advance that she had a family matter)

Staff: Clay Curtin, Assistant to the City Manager (Commission Liaison)

A. PUBLIC COMMENT (Limited to 30 minutes)

Under "Public Comment," the public may address the advisory body on any subject not listed on the agenda within the jurisdiction of the Commission. Each speaker may address the Commission once under Public Comment for a limit of three minutes. Please clearly state your name and address or political jurisdiction in which you live. The Commission cannot act on items not listed on the agenda and, therefore, the Commission cannot respond to non-agenda issues brought up under Public Comment other than to provide general information. The public may address the Commission regarding items listed on the agenda during the consideration of each item.

B. REGULAR BUSINESS

B1. Nomination of a Commissioner to Serve on the General Plan Advisory Committee. (Staff Report)

Clay Curtin, Assistant to the City Manager, provided a brief staff report.

ACTION: Motion and second (Dodick/Clarke) to nominate Commissioner Tate to serve as a representative on the General Plan Advisory Committee for potential City Council appointment on August 19, 2014. Motion passed 4-0.

B2. Approve the May 7, 2014, Regular Meeting minutes. (Attachment)

ACTION: Motion and second (Clarke/Calder) to approve the Housing Commission minutes of May 7, 2014, Regular Meeting. Motion passed 4-0.

C. REPORTS AND ANNOUNCEMENTS

C1. Commission Member Updates

Commissioner Calder requested copies of the May 21, 2014, commissioner training. The Commission also requested an update and discussion of the in-lieu fees related to affordable housing and possible modifications, and a status update of BMR inclusion in recent/upcoming projects. Additionally, there were questions about the FEMA flood zone designation and more information was requested.

C2. Staff Updates - None

D. INFORMATION ITEMS - None

E. ADJOURNMENT - The Commission meeting was adjourned at 6:00 pm.

Prepared by: Clay Curtin

These draft minutes are scheduled to be accepted at the meeting of Wednesday, November 05, 2014.

