



## REGULAR MEETING AGENDA

**Date:** 11/6/2024  
**Time:** 6:30 p.m.  
**Location:** [Zoom.us/join](https://zoom.us/join) – ID# 865 4847 4804 and  
Arrillaga Recreation Center, Oak Room  
700 Alma St., Menlo Park, CA 94025

**Commissioner Beeli will be participating from:**  
**3 Nanson Rd.**  
**Singapore 238910**

Members of the public can listen to the meeting and participate using the following methods.

### How to participate in the meeting

- Access the meeting, in-person, at the Arrillaga Recreation Center, Oak Room
- Access the meeting real-time online at:  
[Zoom.us/join](https://zoom.us/join) –Meeting ID# 865 4847 4804
- Access the meeting real-time via telephone at:  
(669) 900-6833  
Meeting ID# 865 4847 4804  
Press \*9 to raise hand to speak

Subject to change: The format of this meeting may be altered or the meeting may be canceled. You may check on the status of the meeting by visiting the city website [menlopark.gov](https://menlopark.gov). The instructions for logging on to the webinar and/or the access code is subject to change. If you have difficulty accessing the webinar, please check the latest online edition of the posted agenda for updated information ([menlopark.gov/agendas](https://menlopark.gov/agendas)).

### Regular Session

- A. Call To Order**
- B. Roll Call**
- C. Public Comment**

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. You are not required to provide your name or City of residence, but it is helpful. 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.

- D. Regular Business**
  - D1. Selection of Vice Chair ([Staff Report #24-010-HC](#))

- D2. Approve the Housing Commission meeting minutes for September 4, 2024 ([Attachment](#))
- D3. Recommend approval for the commitment of \$600,000 from the Below Market Rate housing fund to Aliant Strategic Development for the production of affordable rental units located at 320 Sheridan Drive ([Staff Report #24-011-HC](#))
- D4. Consider and make a recommendation to the Planning Commission to approve a Below Market Rate Housing Agreement with Alliant Strategic Development for an 88-unit housing development project at 320 Sheridan Dr. ([Staff Report #24-012-HC](#))
- D5. Receive an update on Housing Element program H4.G to provide affordable housing on City-owned parking lots, and provide input on the Request for Qualifications ([Staff Report #24-013-HC](#))

## **E. Reports and Announcements**

- E1. Commissioner updates
- E2. Future agenda items
- E3. Staff updates and announcements
- E4. Receive and file the 2024-2025 Housing Commission work plan ([Attachment](#))

## **F. Adjournment**

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.

For appeal hearings, appellant and applicant shall each have 10 minutes for presentations.

If you challenge any of the items listed on this agenda in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Menlo Park at, or prior to, the public hearing.

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 by request by emailing the city clerk at [jaherren@menlopark.gov](mailto:jaherren@menlopark.gov). 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.

Agendas are posted in accordance with Cal. Gov. Code §54954.2(a) or §54956. Members of the public can view electronic agendas and staff reports by accessing the city website at [menlopark.gov/agendas](http://menlopark.gov/agendas) and can receive notification of agenda postings by subscribing at [menlopark.gov/subscribe](http://menlopark.gov/subscribe). Agendas and staff reports may also be obtained by contacting the City Clerk at 650-330-6620. (Posted: 11/1/2024)



## STAFF REPORT

### Housing Commission

**Meeting Date:** 11/6/2024  
**Staff Report Number:** 24-010-HC

**Regular Business:** Selection of a Vice Chair of the Housing Commission

### Recommendation

Staff recommends selection of a Vice Chair of the Housing Commission for the current term through April 2025.

### Policy Issues

Per City Council Policy CC-22-004 (Attachment A), each commission must select a chair and vice chair. Both the Chair and Vice Chair shall be selected in May of each year by a majority of the members and shall serve for one year or until their successors are selected. Each commission/committee shall annually rotate its Chair and Vice Chair positions.

### Background

On Aug. 4, 2024, Jackie Campos, Vice Chair of the Housing Commission, submitted her formal resignation from the Menlo Park Housing Commission, effective that same day. This created a vacancy in the Housing Commission and the role of the Vice Chair. On Oct 8, the City Council appointed Steven Switzer to the Housing Commission. Per City Council Policy CC-22-004, a new Vice Chair must be selected from the remaining Housing Commission members.

### Analysis

The Commission should seek nominations for the position of Vice Chair to fulfill the remainder of the term through April 2025. The Housing Commission may choose to elect any member of the Housing Commission except for the member that is currently serving in a Chair position (Nevada Merriman). The Commissioner who receives the majority of the votes of a quorum present and voting will be appointed as the Vice Chair of the Housing Commission. The Vice Chair will serve in that capacity until April 2025, when a new Chair and Vice Chair are selected in May 2025. For reference, Table 1 summarizes the service to date of each Commissioner, sorted by alphabetical order.

**Table 1: Planning Commission Appointment/Chair History**

Commissioner	Date Appointed	Previously served as Chair	Term expiration/Eligible for reappointment when current term expires?
Jessica Beeli	April 16, 2024	No	April 30, 2028/Yes
Heather Leitch	May 25, 2021	No	April 30, 2025/Yes
Nevada Merriman	May 16, 2021	Yes	April 30, 2025/No
Chelsea Onap	May 25, 2021	Yes	April 30, 2025/Yes
Virginia Portillo	April 25, 2023	No	April 30, 2027/Yes
Steven Swtizer	October 8, 2024	No	April 30, 2026/Yes
Hadrien Trempont	August 13, 2024	No	April 30, 2025/Yes

**Impact on City Resources**

There are no impacts on City resources with the selection of a Vice Chair.

**Environmental Review**

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§15378. Any projects identified through the Commission’s pursuit of these goals and priorities would be subject to environmental review under CEQA in the future.

**Public Notice**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

**Attachments**

- A. Commission/Committees Policies and Procedures, Roles and Responsibilities (City Council Policy #CC24-004)

Report prepared by:  
Arianna Milton, Management Analyst I

Report reviewed by:  
Deanna Chow, Community Development Director



# COMMISSIONS/COMMITTEES POLICIES AND PROCEDURES, ROLES AND RESPONSIBILITIES

City Council Policy #CC-24-004

Adopted Feb. 13, 2024

Resolution No. 6890

<p><b>Purpose</b></p>
<p>To define policies and procedures and roles and responsibilities for Menlo Park appointed commissions and committees.</p>
<p><b>Authority</b></p>
<p>Upon its original adoption, this policy replaced the document known as "Organization of Advisory Commissions of the City of Menlo Park."</p>
<p><b>Background</b></p>
<p>The City of Menlo Park currently has seven active Commissions. The active advisory bodies are: Complete Streets Commission, Environmental Quality Commission, Finance and Audit Commission, Housing Commission, Library Commission, Parks and Recreation Commission, and Planning Commission. Those not specified in the City Code are established by City Council ordinance or resolution. Most of these advisory bodies are established in accordance with Resolution No. 2801 and its amendments. Within specific areas of responsibility, each advisory body has a primary role of advising the City Council on policy matters or reviewing specific issues and carrying out assignments as directed by the City Council or prescribed by law.</p> <p>Six of the seven commissions listed above are advisory in nature. The Planning Commission is both advisory and regulatory and organized according to the City Code (Ch. 2.12) and State statute (Government Code §65100 et seq., §65300-65401).</p> <p>The City has an adopted Anti-Harassment and Non-Discrimination Policy (CC-21-0022), and a Travel, Meal, and Lodging Policy (CC-19-002), which are also applicable to all advisory bodies.</p>
<p><b>Policies and Procedures</b></p>
<p><u>Relationship to City Council, staff and media</u></p> <ul style="list-style-type: none"> <li>• Upon referral by the City Council, the commission/committee shall study referred matters and return their recommendations and advise to the City Council. With each such referral, the City Council may authorize the City staff to provide certain designated services to aid in the study.</li> <li>• Upon its own initiative, the commission/committee shall identify and raise issues to the City Council's attention and from time to time explore pertinent matters and make recommendations to the City Council.</li> <li>• At a request of a member of the public, the commission/committee may consider appeals from City actions or inactions in pertinent areas and, if deemed appropriate, report and make recommendations to the City Council.</li> <li>• Each commission/committee is required to develop an annual work plan which will be the foundation for the work performed by the advisory body in support of City Council annual work plan. The plan, once finalized by a majority of the commission/committee, will be formally presented to the City Council for direction and approval no later than September 30 of each year and then reported out on by a representative of the advisory body at a regularly scheduled City Council meeting at least annually, but recommended twice a year. The proposed work plan must align with the City Council's adopted work plan. When modified, the work plan must be taken to the City Council for approval. The Planning Commission is exempt from this requirement as its functions are governed by the Menlo Park municipal code (Chapter 2.12) and State law (Government Code §65100 et seq., §65300-65401).</li> <li>• Commissions and committees shall not become involved in the administrative or operational matters of City departments. Members may not direct staff to initiate major programs, conduct large studies or establish department policy. City staff assigned to furnish staff services shall be available to provide general staff assistance, such as preparation of agenda/notice materials and minutes, general review of department programs and activities, and to perform limited studies, program reviews, and other services of a general staff nature. Commissions/Committees may not establish department work programs or determine department program priorities. The responsibility for setting policy and allocating scarce City resources rests with the City's duly elected representatives, the City Council.</li> <li>• Additional or other staff support may be provided upon a formal request to the City Council.</li> <li>• The staff liaison shall act as the commission/committee's lead representative to the media concerning matters before the commission/committee. Commission/Committee members should refer all media inquiries to their respective liaisons for response. Personal opinions and comments may be expressed so long as the commission/committee member clarifies that their statements do not represent the position of the City Council.</li> <li>• Commission/Committee members will have mandatory training every two years regarding the Brown Act and</li> </ul>

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parliamentary procedures, anti-harassment training, ethics training, and other training required by the City Council or State Law. The commission/committee members may have the opportunity for additional training, such as training for chair and vice chair. Failure to comply with the mandatory training will be reported to the City Council and may result in replacement of the member by the City Council.

- Requests from commission/committee member(s) determined by the staff liaison to take one hour or more of staff time to complete, must be directed by the City Council.

### Role of City Council commission/committee liaison

City Councilmembers are assigned to serve in a liaison capacity with one or more city commission/committee. The purpose of the liaison assignment is to facilitate communication between the City Council and the advisory body. The liaison also helps to increase the City Council's familiarity with the membership, programs and issues of the advisory body. In fulfilling their liaison assignment, City Councilmembers may elect to attend commission/committee meetings periodically to observe the activities of the advisory body or simply maintain communication with the commission/committee chair on a regular basis.

City Councilmembers should be sensitive to the fact that they are not participating members of the commission/committee, but are there rather to create a linkage between the City Council and commission/committee. In interacting with commissions/committee, City Councilmembers are to reflect the views of the City Council as a body. Being a commission/committee liaison bestows no special right with respect to commission/committee business.

Typically, assignments to commission/committee liaison positions are made at the beginning of a City Council term in December. The Mayor will ask City Councilmembers which liaison assignments they desire and will submit recommendations to the full City Council regarding the various committees, boards, and commissions which City Councilmembers will represent as a liaison. In the rare instance where more than one City Councilmember wishes to be the appointed liaison to a particular commission, a vote of the City Council will be taken to confirm appointments.

### City Staff Liaison

The City has designated staff to act as a liaison between the commission/committee and the City Council. The City shall provide staff services to the commission/committee which will include:

- Developing a rapport with the Chair and commission/committee members
- Providing a schedule of meetings to the city clerk's office and commission/committee members, arranging meeting locations, maintaining the minutes and other public records of the meeting, and preparing and distributing appropriate information related to the meeting agenda.
- Advising the commission/committee on directions and priorities of the City Council.
- Informing the commission/committee of events, activities, policies, programs, etc. occurring within the scope of the commission/committee's function.
- Ensuring the city clerk is informed of all vacancies, expired terms, changes in offices, or any other changes to the commission/committee.
- Providing information to the appropriate appointed official including reports, actions, and recommendations of the committee/commission and notifying them of noncompliance by the commission/committee or chair with City policies.
- Ensuring that agenda items approved by the commission/committee are brought forth in a timely manner taking into consideration staff capacity, City Council priorities, the commission/committee work plan, and other practical matters such as the expense to conduct research or prepare studies, provided appropriate public notification, and otherwise properly prepare the item for commission/committee consideration.
- Take action minutes; upon agreement of the commission, this task may be performed by one of the members (staff is still responsible for the accuracy and formatting of the minutes)
- Maintain a minute book with signed minutes

### Recommendations, requests and reports

As needed, near the beginning of City Council meetings, there will be an item called "Advisory Body Reports." At this time, commissions/committees may present recommendations or status reports and may request direction and support from the City Council. Such requests shall be communicated to the staff liaison in advance, including any written materials, so that they may be listed on the agenda and distributed with the agenda packet. The materials being

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provided to the City Council must be approved by a majority of the commission/committee at a commission/committee meeting before submittal to the City Council. The City Council will receive such reports and recommendations and, after suitable study and discussion, respond or give direction.

### City Council referrals

The city clerk shall transmit to the designated staff liaison all referrals and requests from the City Council for advice and recommendations. The commissions/committees shall expeditiously consider and act on all referrals and requests made by the City Council and shall submit reports and recommendations to the City Council on these assignments.

### Public appearance of commission/committee members

When a commission/committee member appears in a non-official, non-representative capacity before the public, for example, at a City Council meeting, the member shall indicate that they are speaking only as an individual. This also applies when interacting with the media and on social media. If the commission/committee member appears as the representative of an applicant or a member of the public, the Political Reform Act may govern this appearance. In addition, in certain circumstances, due process considerations might apply to make a commission/committee member's appearance inappropriate. Conversely, when a member who is present at a City Council meeting is asked to address the City Council on a matter, the member should represent the viewpoint of the particular commission/committee as a whole (not a personal opinion).

### Disbanding of advisory body

Upon recommendation by the Chair or appropriate staff, any standing or special advisory body, established by the City Council and whose members were appointed by the City Council, may be declared disbanded due to lack of business, by majority vote of the City Council.

### Stipends

Per Government Code §36506, the City is authorized to pay appointed Planning Commissioners by resolution. The City Council has adopted a resolution with an amount not to exceed \$200 per month per Planning Commissioner. Per the IRS (Internal Revenue Services), "public officer" also includes appointed members of advisory boards and committees and commissions. The Planning Commission stipend is taxable income and each member will receive a W-2.

### Meetings and officers

#### 1. *Agendas/notices/minutes*

- All meetings shall be open and public and shall conduct business through published agendas, public notices and minutes and follow all of the Brown Act provisions governing public meetings. Special, canceled and adjourned meetings may be called when needed, subject to the Brown Act provisions.
- Support staff for each commission/committee shall be responsible for properly noticing and posting all regular, special, canceled and adjourned meetings. Copies of all meeting agendas, notices and minutes shall be provided to the City Council, city manager, city attorney, city clerk and other appropriate staff, as requested.
- Original agendas and minutes shall be filed and maintained by support staff in accordance with the City's adopted records retention schedule.
- The official record of the commissions/committees will be preserved by preparation of action minutes.

#### 2. *Conduct and parliamentary procedures*

- Unless otherwise specified by State law or City regulations, conduct of all meetings shall generally follow Robert's Rules of Order.
- A majority of commission/committee members shall constitute a quorum and a quorum must be seated before official action is taken.
- The chair of each commission/committee shall preside at all meetings and the vice chair shall assume the duties of the chair when the chair is absent.
- The role of the commission/committee chair (according to Roberts Rules of Order): To open the session at the time at which the assembly is to meet, by taking the chair and calling the members to order; to announce the business before the assembly in the order in which it is to be acted upon; to recognize members entitled to the floor; to state and put to vote all questions which are regularly moved, or necessarily arise in the course of the proceedings, and to announce the result of the vote; to protect the assembly from annoyance from evidently frivolous or dilatory motions by refusing to recognize them; to assist in the expediting of business in every compatible with the rights of the members, as by allowing brief remarks when undebatable motions are pending, if they think it advisable; to restrain the members when engaged in debate, within the rules of order, to enforce on all occasions the observance of order and decorum among the members, deciding all questions

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of order (subject to an appeal to the assembly by any two members) unless when in doubt he prefers to submit the question for the decision of the assembly; to inform the assembly when necessary, or when referred to for the purpose, on a point of order to practice pertinent to pending business; to authenticate by their signature, when necessary, all the acts, orders, and proceedings of the assembly declaring it will and in all things obeying its commands.

### 3. *Lack of a quorum*

- When a lack of a quorum exists at the start time of a meeting, those present will wait 15 minutes for additional members to arrive. If after 15 minutes a quorum is still not present, the meeting will be adjourned by the staff liaison due to lack of a quorum. Once the meeting is adjourned it cannot be reconvened.
- The public is not allowed to address those commissioners present during the 15 minutes the commission/committee is waiting for additional members to arrive.
- Staff can make announcements to the members during this time but must follow up with an email to all members of the body conveying the same information.
- All other items shall not be discussed with the members present as it is best to make the report when there is a quorum present.

### 4. *Meeting locations and dates*

- Meetings shall be held in designated City facilities, as noticed.
- All commissions/committees with the exception of the Planning Commission, and Finance and Audit Commission shall conduct regular meetings once a month. Special meetings may also be scheduled as required by the commission/committee. The Planning Commission shall hold regular meetings twice a month and the Finance and Audit Commission shall hold quarterly meetings.
- Monthly regular meetings shall have a fixed date and time established by the commission/committee. Changes to the established regular dates and times are subject to the approval of the City Council. An exception to this rule would include any changes necessitated to fill a temporary need in order for the commission/committee to conduct its meeting in a most efficient and effective way as long as proper and adequate notification is provided to the City Council and made available to the public.

The schedule of Commission meetings is as follows:

- Complete Streets Commission – Every second Wednesday at 6:30 p.m.
- Environmental Quality Commission – Every third Wednesday at 6 p.m.
- Finance and Audit Commission – Third Thursday of every quarter at 5:30 p.m.,
- Housing Commission – Every first Wednesday at 6:30 p.m.
- Library Commission – Every third Monday at 6:30 p.m.
- Parks and Recreation Commission – Every fourth Wednesday at 6:30 p.m.
- Planning Commission – Twice a month on a Monday at 7 p.m.

Each commission/committee may establish other operational policies subject to the approval of the City Council. Any changes to the established policies and procedures shall be subject to the approval of the City Council.

### 5. *Off-premises meeting participation*

While technology allows commission/committee members to participate in meetings from a location other than the meeting location (referred to as “off-premises”), off-premises participation is discouraged given the logistics required to ensure compliance with the Brown Act and experience with technological failures disrupting the meeting. In the event that a commission/committee member believes that their participation is essential to a meeting, the following shall apply:

- Any commission/committee member intending to participate from an off-premise location shall inform the staff liaison at least two weeks in advance of the meeting.
- The off-premise location must be identified in the notice and agenda of the meeting.
- Agendas must be posted at the off-premise location.
- The off-premise location must be accessible to the public and be ADA compliant.
- The commission/committee member participating at a duly noticed off-premises location does not count toward the quorum necessary to convene a meeting of the commission/committee.
- For any one meeting, no more than one commission/committee member may participate from an off-premise location.
- All votes must be by roll call.



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### 6. *Selection of chair and vice chair*

- The chair and vice chair shall be selected in May of each year by a majority of the members and shall serve for one year or until their successors are selected.
- Each commission/committee shall annually rotate its chair and vice chair.

### G. Memberships

#### *Appointments/Oaths*

- The City Council is the appointing body for all commissions/committees. All members serve at the pleasure of the City Council for designated terms.
- All appointments and reappointments shall be made at a regularly scheduled City Council meeting, and require an affirmative vote of not less than a majority of the City Council present.
- Before taking office, all members must complete an Oath of Allegiance required by Article XX, §3, of the Constitution of the State of California. All oaths are administered by the city clerk or their designee.
- Appointments made during the middle of the term are for the unexpired portion of that term.

#### *Application and selection process*

- The application process begins when a vacancy occurs due to term expiration, resignation, removal or death of a member.
- The application period will normally run for a period of four weeks from the date the vacancy occurs. If there is more than one concurrent vacancy in a Commission, the application period may be extended. Applications are available from the city clerk's office and on the City's website.
- The city clerk shall notify members whose terms are about to expire whether or not they would be eligible for reappointment. If reappointment is sought, an updated application will be required.
- Applicants are required to complete and return the application form for each commission/committee they desire to serve on, along with any additional information they would like to transmit, by the established deadline. Applications sent by email are accepted.
- After the deadline of receipt of applications, the city clerk shall schedule the matter at the next available regular City Council meeting. All applications received will be submitted and made a part of the City Council agenda packet for their review and consideration. If there are no applications received by the deadline, the city clerk will extend the application period for an indefinite period of time until sufficient applications are received.
- Upon review of the applications received, the City Council reserves the right to schedule or waive interviews, or to extend the application process in the event insufficient applications are received. In either case, the city clerk will provide notification to the applicants of the decision of the City Council.
- If an interview is requested, the date and time will be designated by the City Council. Interviews are open to the public.
- The selection/appointment process by the City Council shall be conducted at a City Council meeting. The city clerk will ask each City Councilmember for their nominations; the number of nominations is limited to the number of vacancies. The candidate that receives a majority of nominations will be appointed. If there is a tie, multiple rounds of voting will occur.
- Following a City Council appointment, the city clerk shall notify successful and unsuccessful applicants accordingly, in writing. Appointees will receive copies of the City's Non-Discrimination and Sexual Harassment policies, and disclosure statements for those members who are required to file under State law as designated in the City's Conflict of Interest Code. Copies of the notification will also be distributed to support staff and the commission/committee chair.
- An orientation will be scheduled by the city clerk following an appointment (but before taking office) and a copy of this policy document will be provided at that time.

#### *Attendance*

- A compilation of attendance will be submitted to the City Council at least annually listing absences for all commissions/committee members.
- Absences, which result in attendance at less than two-thirds of their meetings during the calendar year, will be reported to the City Council and may result in replacement of the member by the City Council.
- Any member who feels that unique circumstances have led to numerous absences can appeal directly to the City Council for a waiver of this policy or to obtain a leave of absence.
- While it is expected that members be present at all meetings, the chair and staff liaison should be notified if a member knows in advance that they will be absent.

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- When reviewing commissioners for reappointment, overall attendance at full commission meetings will be given significant consideration.

### *Compensation*

- Members shall serve without compensation (unless specifically provided) for their services, provided, however, members shall receive reimbursement for necessary travel expenses and other expenses incurred on official duty when such expenditures have been authorized by the City Council (See Policy CC-19-002).

### *Conflict of interest and disclosure requirements*

- A Conflict of Interest Code has been updated and adopted by the City pursuant to Government Code §87300 et seq. Copies of the conflict of interest code are filed with the city clerk. Pursuant to the adopted Conflict of Interest Code, members serving on the Complete Streets Commission, Housing Commission, and Planning Commission are required to file a Statement of Economic Interest with the city clerk to disclose personal interest in investments, real property and income. This is done within 30 days of appointment and annually thereafter. A statement is also required within 30 days after leaving office.
- If a public official has a conflict of interest, the Political Reform Act may require the official to disqualify themselves from making or participating in a governmental decision, or using their official position to influence a governmental decision. Questions in this regard may be directed to the city attorney.

### *Qualifications, compositions, number*

- In most cases, members shall be residents of the City of Menlo Park and at least 18 years of age.
- Current members of any other City commission/committee are disqualified for membership, unless the regulations for that advisory body permit concurrent membership. Commission/Committee members are strongly advised to serve out the entirety of the term of their current appointment before seeking appointment on another commission/committee.
- Commission/Committee members shall be permitted to retain membership while seeking any elective office. However, members shall not use the meetings, functions or activities of such bodies for purposes of campaigning for elective office.
- There shall be seven (7) members on each commission/committee.

### *Reappointments, resignations, removals*

- Incumbents seeking a reappointment are required to complete and file an application with the city clerk by the application deadline. No person shall be reappointed to a commission/committee who has served on that same body for two consecutive terms; unless a period of one year has lapsed since the returning member last served on that commission/committee (the one-year period is flexible subject to City Council's discretion).
- Resignations must be submitted in writing to the city clerk, who will distribute copies to City Council and appropriate staff.
- The City Council may remove a member by a majority vote of the City Council without cause, notice or hearing.

### *Term of office*

- Unless specified otherwise, the term of office for all commission/committees shall be four (4) years unless a resignation or a removal has taken place.
- If a person is appointed to fill an unexpired term and serves less than two years, that time will not be considered a full term. However, if a person is appointed to fill an unexpired term and serves two years or more, that time will be considered a full term.
- Terms are staggered to be overlapping four-year terms, so that all terms do not expire in any one year.
- If a member resigns before the end of their term, a replacement serves out the remainder of that term.

### *Vacancies*

- Vacancies are created due to term expirations, resignations, removals or death.
- Vacancies are posted by the city clerk in the City Council Chambers bulletin board and on the city website.
- Whenever an unscheduled vacancy occurs in any commission/committee, a special vacancy notice shall be posted within 20 days after the vacancy occurs. Appointment shall not be made for at least 10 working days after posting of the notice (Government Code §54974).
- On or before December 31 of each year, an appointment list of all regular advisory commissions/committees of the City Council shall be prepared by the city clerk and posted in the City Council Chambers bulletin board and

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on the City’s website. This list is also available to the public (Government Code §54972, Maddy Act).

**Roles and Responsibilities**

Complete Streets Commission

The Complete Streets Commission is charged primarily with advising the City Council on realizing the City's adopted goals for complete streets, vision zero, climate action plan, and provide input on major land use and development projects as it relates to transportation. The Complete Streets Commission's responsibilities include:

- To advance the goals of the city’s newly adopted climate action plan by making alternatives to driving safer and more attractive
- Advise City Council on the implementation of the transportation master plan.
- Continue to advocate for and advise the City Council on planning and installing pedestrian and bicycle rail crossing and safe cycling/pedestrian infrastructure.
- Continue to support City Council in ongoing initiatives to improve access to Downtown and support downtown businesses.
- Continue to support the implementation of the Safe Routes to School strategy and advocate for community engagement, program continuity and engineering implementation.
- Continue to support City Council’s role as a stakeholder with regard to regional multi-modal and transportation demand management programs projects to increase

Environmental Quality Commission

The Environmental Quality Commission is committed to helping the City of Menlo Park to be a leading sustainable city that inspires institutions and individuals and that is well positioned to manage present and future environmental impacts, including the grave threat of climate change. The Environmental Quality Commission is charged primarily with advising the City Council on matters involving climate change, environmental protection, and sustainability.. Specific focus areas include:

- Climate Action Plan - Advise and recommend on the implementation of the climate action plan.
- Climate Resilience and Adaptation - Ensure that our most vulnerable communities have a voice in policies and programs to protect their communities from environmental impacts.
- Urban Canopy - Leverage best practices to advise/recommend on the preservation of heritage trees, city trees and expansion of the urban canopy; and make determinations on appeals of heritage tree removal permits.
- Green and Sustainable Initiatives – Support sustainability initiatives, as needs arise, which may include city-led events, habitat protection, healthy ecology, environmental health protection, healthy air, surface water runoff quality, water conservation and waste reduction.

Finance and Audit Commission

The Finance and Audit Commission is charged primarily to support delivery of timely, clear and comprehensive reporting of the City’s fiscal status to the community at large. Specific focus areas include:

- Review the process for periodic financial reporting to the City Council and the public, as needed
- Review financial audit and annual financial report with the City’s external auditors
- Review of the resolution of prior year audit findings
- Review of the auditor selection process and scope, as needed

Housing Commission

The Housing Commission is charged primarily with advising the City Council on housing matters including housing supply and housing related problems. Specific focus areas include:

- Community attitudes about housing (range, distribution, racial, social-economic problems)
- Programs for evaluating, maintaining, and upgrading the distribution and quality of housing stock in the City
- Planning, implementing and evaluating City programs under the Housing and Community Development Act of 1974
- Review and recommend to the City Council regarding the Below Market Rate (BMR) program
- Initiate, review and recommend on housing policies and programs for the City
- Review and recommend on housing related impacts for environmental impact reports
- Review and recommend on State and regional housing issues
- Review and recommend on the Housing Element of the General Plan

**COMMISSIONS/COMMITTEES POLICIES AND PROCEDURES, ROLES AND RESPONSIBILITIES**

City Council Policy #CC-24-004

Adopted Feb. 13, 2024

Resolution No. 6890

Library Commission

The Library Commission is charged primarily with advising the City Council on matters related to the maintenance and operation of the City's libraries and library systems. Specific focus areas include:

- The scope and degree of library activities
- Maintenance and protection of City libraries
- Evaluation and improvement of library service
- Acquisition of library materials
- Coordination with other library systems and long range planning
- Literacy and ESL programs

Parks and Recreation Commission

The Parks and Recreation Commission is charged primarily with advising the City Council on matters related to City programs and facilities dedicated to recreation. Specific focus areas include:

- Those programs and facilities established primarily for the participation of and/or use by residents of the City, including adequacy and maintenance of such facilities as parks and playgrounds, recreation buildings, facilities and equipment
- Adequacy, operation and staffing of recreation programs
- Modification of existing programs and facilities to meet developing community needs
- Long range planning and regional coordination concerning park and recreational facilities

Planning Commission

The Planning Commission is organized according to State Statute.

- The Planning Commission reviews development proposals on public and private lands for compliance with the General Plan and Zoning Ordinance.
- The Commission reviews all development proposals requiring a use permit, architectural control, variance, minor subdivision and environmental review associated with these projects. The Commission is the final decision-making body for these applications, unless appealed to the City Council.
- The Commission serves as a recommending body to the City Council for major subdivisions, rezoning's, conditional development permits, Zoning Ordinance amendments, General Plan amendments and the environmental reviews and Below Market Rate (BMR) Housing Agreements associated with those projects.
- The Commission works on special projects as assigned by the City Council.

**Special Advisory Bodies**

The City Council has the authority to create standing committees, task forces or subcommittees for the City, and from time to time, the City Council may appoint members to these groups. The number of persons and the individual appointee serving on each group may be changed at any time by the City Council. There are no designated terms for members of these groups; members are appointed by and serve at the pleasure of the City Council.

Any requests of city commissions or committees to create such ad hoc advisory bodies shall be submitted in writing to the city clerk for City Council consideration and approval.

**Procedure history**

Action	Date	Notes
Procedure adoption	1991	Resolution No. 3261
Procedure adoption	2001	
Procedure adoption	2011	
Procedure adoption	2013	Resolution No. 6169
Procedure adoption	2017	Resolution No. 6377
Procedure adoption	6/8/2021	Resolution No. 6631

**COMMISSIONS/COMMITTEES POLICIES AND PROCEDURES, ROLES AND RESPONSIBILITIES**

City Council Policy #CC-24-004

Adopted Feb. 13, 2024

Resolution No. 6890

Procedure adoption	3/1/2022	Resolution No. 6706
Procedure adoption	3/8/2022	Resolution No. 6718
Procedure adoption	9/20/2022	Resolution No. 6776
Procedure adoption	1/10/2023	Resolution No. 6803
Procedure adoption	6/27/2023	Resolution No. 6840
Procedure adoption	2/13/20024	Resolution No. 6890



## REGULAR MEETING MINUTES – DRAFT

**Date:** 9/4/2024  
**Time:** 6:30 p.m.  
**Location:** Teleconference and  
Arrillaga Recreation Center, Oak Room  
700 Alma St., Menlo Park, CA 94025

### A. Call To Order

Chair Merriman called the meeting to order at 6:32 p.m.

### B. Roll Call

Present: Beeli, Leitch, Merriman, Onap (Remote – Brown Act), Trempont  
Absent: Portillo  
Staff: Housing Manager Tim Wong, Management Analyst Adam Patterson

### C. Public Comment

None.

### D. Regular Business

D1. Approve the Housing Commission meeting minutes for August 7th, 2024 (Attachment)

**ACTION:** Motion and second (Leitch/ Beeli), to approve the Housing Commission meeting minutes for August 7, 2024, passed 5-0 (Portillo absent).

D2. Approval of Annual Work Plan (Staff Report #24-009-HC)(Attachment) – **cont. from August 7**

The Housing Commission discussed the progress of their current 2023-24 work plan and made changes to their proposed 2024-25 work plan.

**ACTION:** Motion and second (Beeli/ Leitch), to review and recommend to City Council approval of the Housing Commission 2024-25 work plan, passed 5-0 (Portillo absent).

### E. Reports and Announcements

E1. Commissioner updates

Commissioner Trempont introduced themselves to the Commission.

E2. Future agenda items

E3. Staff updates and announcements

Staff gave an update on Vice Chair Campos’s resignation from the Housing Commission, the Belle Haven Community Campus open house and the Housing Commission report out to the City Council.

**F. Adjournment**

Chair Merriman adjourned the meeting at 7:42 p.m.

Management Analyst I Arianna Milton



## STAFF REPORT

### Housing Commission

Meeting Date:

11/6/2024

Staff Report Number:

24-011-HC

Regular Business:

**Recommend approval for the commitment of \$600,000 from the Below Market Rate housing fund to Alliant Strategic Development for the production of affordable rental units located at 320 Sheridan Dr.**

### Recommendation

Staff recommends that the Housing Commission recommend that the City Council approve the commitment of \$600,000 from the Below Market Rate (BMR) housing fund to Alliant Strategic Development (Alliant) for the production of affordable rental units at 320 Sheridan Dr.

### Policy Issues

The Housing Commission makes BMR funding recommendations to the City Council, which retains sole discretion to award available BMR housing funds collected in accordance with Menlo Park Municipal Code Chapter 16.96. As set forth in §14.3 of the City of Menlo Park BMR Guidelines, eligible projects for funding include the preservation of existing affordable housing, acquisition or new construction of permanent affordable rental or ownership housing, and other activities to support housing for extremely low, very low or low income households. The recommendation from the Housing Commission is then presented to the City Council for review and funding approval, which is anticipated for later this calendar year.

### Background

In April 2024, the City of Menlo Park received a funding request for \$2,939,486 from Alliant to develop 88 housing units consisting of one property manager unit and 87 extremely low income (ELI) and low income (LI) family rental units targeted to Ravenswood City School District (RCSD) teachers and staff.

The location of the project is 320 Sheridan Drive, the site of the former Flood School, which closed in 2011 and was subsequently demolished. The site is currently vacant and owned by RCSD. RCSD identified the need for below market rate housing for its teachers and staff. The challenge of finding housing near where employees work has resulted in long commutes, burnout, and high staff turnover. RCSD issued a Request for Proposals (RFP) in 2021 for this purpose and in 2022 selected Alliant to negotiate a long-term land lease to develop the housing.

### Analysis

#### Proposal Description

The proposed project has 88 units consisting of one, two, and three bedrooms, clustered in three, three-story buildings. The units are generously sized at an average of 777 square feet (sf), 1104 sf, and 1450 sf, respectively. One hundred and sixteen at-grade parking spaces and bicycle storage will be provided. Each



unit will have a private outdoor space with a storage room, and hookups for washer and dryers. A community room, that includes a full kitchen and a computer area, opens to shared outdoor space, and is adjacent to the community laundry room and fitness center. Outdoor community space include a barbecue area and children’s play area, with gated access to the adjacent Flood Park.

The site is approximately 2.5 acres with a base zoning of 20 units to the acre. The site was recently rezoned to R-3 (Apartment) as part of the Housing Element Update. As a 100% affordable project, the applicant proposes to utilize State Density Bonus Law (“SDBL”), which allows an 80% density bonus resulting in the proposed 35 units per acre. The project will be designed to meet sustainability benchmarks, including solar, water-wise plumbing fixtures, drought-tolerant landscaping, and EV-charging stations in guest parking areas.

The BMR Ordinance establishes a 15% inclusionary requirement for residential developments of 20 or more units and the BMR Guidelines establish preference criteria for the BMR units in a residential development. To that end, the BMR Agreement accompanying this project requires that eight units (15% of 50 units, which is the total number of units at the base density) be set aside to meet the City’s BMR ordinance and guidelines including the City’s preference criteria. RCSD teachers and staff who are income-eligible for the affordable units will receive preference for the remaining 79 units. As part of the applicant’s funding request, the applicant proposes to use the City’s preference criteria to fill all remaining 79 units that are unfilled by RCSD teachers with applicants meeting the City’s preference criteria.

The affordability level of the of 87 units is anticipated to target households at 30-80% of the area median income (AMI, with an average AMI of 50% or 60%) plus one unrestricted unit for the manager. Table 1 shows the general affordability unit mix breakdown as proposed in the NOFA application, but the applicant has requested flexibility to finalize the figures as they apply for funding.

<b>Income Level (% AMI)</b>	<b>Number of Units</b>	<b>% of Project</b>
Extremely Low (30%)	51	59%
Low (70%)	9	10%
Low (80%)	27	31%
Total	87	100%

**Funding & Timeline**

The estimated development cost for this project is about \$63.8 million, or \$725,000 per unit. Alliant anticipates obtaining about \$41 million from Low Income Housing Tax Credits (LIHTC), \$3.8 million from a deferred developer fee, and \$16 million from a conventional loan, leaving a gap of \$2.9 million, which is the requested funding from the City of Menlo Park. RCSD will transfer the land to Alliant as a long-term ground lease. The base rent is a capitalized fee of \$5 million for the first 15 years of the lease. All lease payments thereafter are to be 19% of gross receipts of the project.

The applicant’s funding strategy involves leveraging the local funding from Menlo Park before applying for LIHTC. This approach allows the project to demonstrate local support and commitment. The applicant requested \$2.9 million in their NOFA application. However, with approximately \$2.6 million unencumbered BMR funds and a separate funding request for \$2 million that was submitted prior to this application, the

BMR funds are insufficient to support full funding. Staff recommends funding this project at \$600,000 given the BMR fund balance, and the applicant’s proposal for use of City preferences for all units not filled by RCSD and the deeper level of affordability provided by the development, which are often hard to achieve.

The project’s funding and development schedule is dependent on how and when the project secures funding. If the project secures enough funding to be competitive for 9% LIHTC, construction would commence in November 2025 with an expected completion time of summer 2027. If it does not secure the funding for that round of tax credit applications, the project anticipates applying for 4% LIHTC and construction would begin in June 2026. See Table 2 below for additional timeline information.

Table 2: Funding and Development Timeline		
	9% LIHTC	4% LIHTC
Tax Credit Application	February 2025	August 2025
Tax Credit Award	May 2025	December 2025
Construction Start	November 2025	June 2026
Project Completion	Summer 2027	Spring 2028

City Housing Priorities

The proposal satisfies several City Housing goals and objectives identified in the 2023-2031 Housing Element, particularly Goal H4 to promote affordable housing.. This site is also identified as Site #38 in the Housing Opportunity Site List. This project would generate more than the assumed number of units on the Site Inventory List, increasing the number of lower income housing units from 41 to 87.

This proposal also contributes to the following Housing Element goals, policies, and programs:

- Policy H4.2 Housing to Address Local Housing Needs, including cities workforce and families with children.
- Policy H4.3 Variety of Housing Choices, which strives for a variety of housing types, densities, and affordability levels citywide.
- Policy 4.10 Preferences for Affordable and Moderate-Income Housing, which provides preferences for people living or working in Menlo Park to the extent it is consistent with Fair Housing laws.
- Policy 4.12 Emphasis on Affordable Housing, which strives to locate 100 percent affordable housing developments, particularly in areas near existing amenities and in high-opportunity areas of the city.
- Policy H6.3 Renewable Energy/Energy Conservation in Housing, which promotes energy efficiency and inclusion of renewable solar energy generation.

**Impact on City Resources**

The City’s BMR housing fund is a separate special fund, with no impact to the City’s general fund. Revenue contributed to the BMR housing fund is primarily derived from fees collected from new development projects. Due to the high costs associated with housing production and preservation in the Bay Area, local affordable housing developers will utilize multiple funding sources to ensure proposed projects have adequate resources to advance with the project’s construction. The recommended \$600,000 would come from the City’s BMR housing fund. There are sufficient funds available for this recommendation. At the time of staff report publication there are approximately \$2.6 million in available, unencumbered monies in this fund. Note that \$2 million could be committed to a separate NOFA application, pending action. The funds

would be used to support to the production of affordable housing in accordance with the requirements of the BMR guidelines.

### **Environmental Review**

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it is will not result in any direct or indirect physical change in the environment. Any projects awarded funding will be conditional upon successful entitlement and required environmental review.

### **Public Notice**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

### **Attachments**

A. NOFA application received from Alliant Strategic Development

Report prepared by:

Adam Patterson, Management Analyst II  
Sandy Council, Consultant, Good City Co.

Report reviewed by:

Deanna Chow, Community Development Director

**2022/23 NOTICE OF FUNDING AVAILABILITY APPLICATION**

Community Development Department  
Housing Division  
701 Laurel St., Menlo Park, CA 94025  
tel 650-330-6702

Project applicant			
Organization/Agency: <a href="#">Alliant Strategic Development, LLC</a>			
Primary contact person: <a href="#">Steven Spielberg, Senior Vice President Affordable Housing</a>			
Phone: <a href="#">310.991.4757</a>		Email: <a href="mailto:steven.s@alliantstrategicdev.com">steven.s@alliantstrategicdev.com</a>	
Address: <a href="#">26050 Mureau Road, Suite 101</a>		City: <a href="#">Calabasas</a>	State: <a href="#">CA</a> Zip: <a href="#">91302</a>
<p>1. What is the role of the applicant in the project (check all that apply):</p> <p><input checked="" type="checkbox"/> Ownership entity  <input type="checkbox"/> Managing partner or managing member  <input checked="" type="checkbox"/> Sponsoring organization  <input checked="" type="checkbox"/> Developer  <input type="checkbox"/> Other (describe):</p> <p>2. Applicant legal status:</p> <p><input type="checkbox"/> General partnership  <input type="checkbox"/> Joint venture  <input type="checkbox"/> Limited partnership corporation  <input type="checkbox"/> Nonprofit organization  <input checked="" type="checkbox"/> Other (please specify):</p> <p style="padding-left: 40px;"><a href="#">Limited Liability Company</a></p> <p>3. Organization status:</p> <p><input checked="" type="checkbox"/> Currently exists  <input type="checkbox"/> To be formed (estimated date):</p> <p>4. Name(s) of individuals who are/will be general partner(s) or principal owner(s):</p> <p><a href="#">Community Revitalization &amp; Development Corporation is the Managing General Partner of the Limited Partnership, 320 Sheridan GP LLC is the Administrative General Partner of the Limited Partnership. Alliant Strategic Development, LLC is the sole member and manager of 320 Sheridan GP LLC.</a></p> <p>If the applicant is a joint venture, a joint venture agreement is required that clearly describes the roles and responsibilities of each partner, who is the lead partner or if the responsibilities are approximately equally split between the partners. <a href="#">Please see Attachment # 11 Limited Partnership Agreement.</a></p>			
Project detail			
Project name: <a href="#">Sheridan Family Apartments</a>			
Project address: <a href="#">320 Sheridan Drive</a>		City: <a href="#">Menlo Park</a>	State: <a href="#">CA</a> Zip: <a href="#">94025</a>
Assessor's parcel number: <a href="#">055-312-010</a>			

Project type (check all that apply): <input checked="" type="checkbox"/> Families <input type="checkbox"/> Seniors <input type="checkbox"/> Special needs <input checked="" type="checkbox"/> Other (please describe): <b>Per AB 2295, Project will provide preference for teachers and staff of the Ravenswood City School District.</b>										
Project activity (check all that apply): <input type="checkbox"/> Acquisition <input type="checkbox"/> Rehabilitation <input checked="" type="checkbox"/> New construction <input type="checkbox"/> Preservation <input type="checkbox"/> Mixed-income <input type="checkbox"/> Mixed-use <input type="checkbox"/> Other (please specify):										
Land area: <b>2.52</b>					Number of residential buildings: <b>3</b>					
Number of units: <b>88</b>					Residential total floor area: <b>70,418 SF</b>					
Number of stories: <b>3</b>					Number of elevators: <b>N/A</b>					
Number of community rooms: <b>1</b>					Community room(s) total floor area: <b>2217 SF</b>					
Commercial/office uses (please specify):										
Commercial total floor area:					Office total floor area:					
Other uses (please specify):										
Total parking spaces: <b>120</b>					Parking type(s): <b>On grade</b>					
Residential parking spaces:					Residential parking ratio: <b>1.36</b>					
Guest parking spaces:										
Commercial parking spaces:					Commercial parking ratio:					
Office parking spaces:					Office parking ratio:					
<b>Income categories</b>										
City BMR funds may only fund units serving extremely low, very low or low income households at or below 80 percent of the area median income (AMI). Inclusions of units for homeless households are encouraged.										
Category	Number of units					Percentage of units				
	Studio	1 bd	2 bd	3 bd	4 bd	Studio	1 bd	2 bd	3 bd	4 bd
0 to 30 percent AMI – Extremely low		<b>33</b>	<b>9</b>	<b>9</b>			<b>38%</b>	<b>10%</b>	<b>10%</b>	
31 to 50 percent AMI – Very low										
51 to 80 percent AMI – Low		<b>9</b>	<b>13</b>	<b>14</b>			<b>10%</b>	<b>15%</b>	<b>15%</b>	
81 to 120 percent AMI – Moderate										
Unrestricted			<b>1</b>				<b>1%</b>			
TOTAL		<b>42</b>	<b>23</b>	<b>23</b>			<b>48%</b>	<b>26%</b>	<b>26%</b>	

## Unit amenities

Provide a brief list of unit amenities (e.g. air conditioning, laundry in unit, balconies, etc.):

The plan offers a generous outdoor gathering space located between Buildings (2) and (3) along the southern edge where a picnic grove with a trellis is planned, along with a communal barbeque and play equipment for children. This community space includes one of the four heritage oaks that are retained through the design and a gated entry offers a connection for pedestrians and bicyclists to the vast outdoor areas at Flood Park. The plan includes bicycle parking and each home has a spacious private outdoor patio with its own lockable storage room. Each unit also comes equipped with a refrigerator, dishwasher, and electric range/cooktop. Additionally, each unit will include hook ups for in unit washer and dryers. Residents also will be able to enjoy a community room inside Building (3) that opens up to the shared outdoor space. The community room features a full kitchen for community and private events for the residents, computer area, property management office and leasing center, and two restrooms. The interior community room is directly adjacent to the community laundry room and fitness center for exclusive use by the residents

## Project narrative (please attach any additional responses)

1. **Project description:** Provide a brief narrative summary of the proposed project including location, project type (e.g. new versus rehab), target population and any unique project characteristics.

Located at 320 Sheridan Dr, Menlo Park, CA. The subject property is formerly a public elementary school site, and the land is currently vacant and owned by the Ravenswood City School District. Like so many of the Bay Area school districts, Ravenswood City School District's teachers and staff find it challenging to secure and afford housing near their jobs. As a result, these school employees are suffering through long commutes which translates to burnout and staff turnover. The School Board reviewed proposals to develop the property with below market rate homes, prioritized for teachers and staff, and selected Alliant Strategic Development as the developer and builder. 85% of the district teachers and staff are income-eligible for below market rate housing and they will receive preference in the 88 new homes planned for the site by Alliant. Any unsubscribed units will be available to income-eligible residents in the greater community, including first responders, service workers and other lower wage local professionals. Alliant Strategic Development and the School District share in their vision to construct new family housing on this property and to provide the School District teachers and staff, as well as the surrounding area, with much needed affordable housing. Our project includes the delivery of 88 new homes in three 3-story buildings. The site was designed to preserve the largest and healthiest four heritage oaks on site and to optimize the on-site and adjacent amenities for all new residents in this housing community.

The project will include a one-, two-, and three-bedroom units with a mix of affordability between 30% AMI and 80% AMI, per TCAC income limits.

2. **Project design:** Provide a description of the project's architectural and site plan concepts and how these concepts address the opportunities and limitations of the site and location.

The architecture was designed to complement the styles found in the surrounding neighborhood. Most of the older homes have traditional elements such as wood siding, gables, composition shingle roofs, while some newer homes have farmhouse and craftsman elements. The exterior appearance of our proposed buildings will be a modern farmhouse with gable and shed roof forms and a combination of board and batten siding, horizontal siding, and exterior plaster. A unique, but complementary color scheme will be used for each of the three buildings.

3. **Green building features:** Describe the green building features that will be incorporated into the project.

The project will be designed to high sustainability benchmarks, including solar, water-wise plumbing fixtures, drought-tolerant landscaping, and EV-charging stations in guest parking areas. The community also has small dog park for use by residents' pets.

4. **On-site amenities:** Describe any on-site amenities including any project characteristics that address the special needs of the population you intend to serve.

The project seeks to target school district staff and teachers and large families. The outdoor amenities including outdoor picnic grove with the overhead trellis structure and pedestrian connectivity to the large County maintained Flood Park was designed specifically to target the families that may accompany the staff members and teachers of the Ravenswood City School District. Each unit features a spacious design and open kitchen concepts to facilitate family gathering and a sense of belonging.

5. Neighborhood off-site amenities: Describe the property location, neighborhood transportation options, and local services and amenities that are within 1/4 mile and 1/2 mile of the site.

The largest and most prominent amenity within 1/4 mile of the project site is the large County maintained park, Flood Park. This park is currently undergoing redevelopment to update all park amenities for nearby residents. Bus routes 82, 83, and 281 are all within 1/2 mile of the project site and have walkable access from the project site

6. Potential development obstacles: Are there any known issues or circumstances that may delay or create challenges for the project? If yes, list issues below including an outline of steps that will be taken and the time needed to resolve these issues.

There are no known major obstacles that make the project infeasible or cause significant delay. We anticipate obtaining a Conditional Use Permit for the construction of 3 story walk-up apartments, however, we anticipate that this process simultaneously with all other entitlement applications in a timely manner.

#### Site information (please attach any additional responses)

Site control is required. Evidence should also be submitted demonstrating that the entity that has site control is the same entity applying for funds. Please include the site control document with the application.

What type of site control does the applicant currently hold?

Lease Option Agreement

Will site acquisition be a purchase or long-term lease?

Long-term Lease.

What is the purchase price of the land? For proposed leaseholds, indicate the amount of the annual lease payment and the basis for determining that amount:

The ground lease, base rent is a capitalized fee of \$5MM for the first 15 years of the lease. All lease payments thereafter are to be 19% of gross receipts of the project.

What is the current County-assessed value of the site?

The property does not currently have an assessed value as the fee title is held by the Ravenswood City School District.

Who is the current property owner and what is their address and contact information?

21020 Euclid Avenue, East Palo Alto, CA 94303

Total square footage of site: 109,771 SF

Existing uses on the site and the approximate square footage of all structures:

The subject property is a single parcel of land (APN # 055-303-110) totaling approximately 2.52 acres located at the northeast terminus of Sheridan Drive in Menlo Park. On the west side of the property are single family detached homes in the Suburban Park neighborhood of Menlo Park and to the East are Haven House and single-family homes in the Flood Park neighborhood. To the north, behind a tall masonry wall, is Highway 101, and to the South, the San Mateo County owned Flood Park.

Planned use of on-site existing structures:

Demolish

Rehabilitate

Other (describe): There are no structures onsite. This is not applicable.

Provide the square footage, date built and number of stories for each on-site building to be retained as part of this project:

Not applicable.

Provide a brief description of the condition of any buildings to be rehabilitated:

Not applicable.

Describe unique site features (heritage trees, parcel shape, etc.)

Currently, the project site is a vacant site which was previously an elementary school. The site is a rectangular shape and does not have any irregular features or shapes. The site was previously improved with various classroom buildings that have been demolished. The site now is entirely covered by asphalt with some trees onsite. There are no known cultural, historical or scenic aspects of the project site. There is nothing atypical about the site's topography or soil stability. The site is relatively flat with no fault lines running through it.

Identify problem site conditions (high noise levels, ingress/egress issues, etc.)

Initially there was some concern about fire department clearance of regular vehicle ingress/egress through one point at Sheridan Dr. However, we have negotiated the use of an emergency vehicle access gate on the east side of the property with the neighboring property owner. This allowed us to obtain fire department clearance for the site. Other potential items of concern is the relative proximity to the freeway and the noise levels that may result from the road noise. This is pending further investigation and the project plans to comply with any recommended mitigation.

**Floodplain**

Is the site in a floodplain?  Yes  No

If yes, type of flood plain and number of years:

List any maps referenced:



<b>Describe adjoining land uses</b>
West: <a href="#">Single Family Homes</a>
East: <a href="#">Single Family Homes</a>
North: <a href="#">Large Sound Wall / Highway 101</a>
South: <a href="#">Flood Park</a>
<b>Zoning</b>
What is the current zoning of the project site? <a href="#">R-3</a>
Is the proposed project consistent with the existing zoning of the site? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Explain: <a href="#">The existing zoning allows for a residential density of 20 dwelling units (du) per acre. Our project proposes 35du/acre by applying state density bonus law to increase our allowable unit count. Density Bonus Applications are allowable under the existing zoning code.</a>
Indicate any discretionary review permits required for the project (e.g. planned community permits, design review permits, rezoning, etc.) <a href="#">The project requires removal of a handful of low valule heritage oak trees onsite. This will require a heritage tree removal permit, which is subject to planning commission approval. The project will also require a conditional use permit for the site design.</a>
If rezoning is required identify the requested zoning district for the project: <a href="#">N/A</a>
<b>Community priorities (please attach any additional responses)</b>
Explain how this project meets the objectives of the project priorities identified in this NOFA and the goals and objectives of the <a href="#">City's Housing Element and General Plan</a> : <a href="#">The recently adopted, 6th Cycle Housing Element identifies a key issue this project aims to resolve. Per the Housing Element, "it becomes increasingly difficult for employers to fill job openings; roadways are congested with workers traveling long distances in and out of Menlo Park and surrounding areas; and many young people, families, longtime residents, lower-income households, and people with special housing needs face relocation challenges stemming from the inability to secure housing they can afford and/or that meets their needs. Additionally, unaffordable housing prices can exacerbate homelessness and create barriers to transitioning unhoused individuals and families into permanent housing."</a> <a href="#">Sheridan Family Apartments addresses this directly. The genesis of the project began with seeing the above issue constrain teachers and staff at the local, Ravenswood City School District. In the district, teachers and staff found it increasingly difficult to commute to their workplace resulting in high staff turn over and instability. By collocating an affordable place to live, dedicated to teachers and staff, this project will alleviate stresses to commute long distances. The project also creates walkable access to public transit options further decreasing the need to depend on vehicles for daily commute. This will reduce roadway congestion and increase stability at the school district.</a> <a href="#">Moreover, this site is identified in the housing element as a housing inventory site, required to satisfy the Regional Housing Needs Assessment figures approved by HCD. We believe this project aligns with the City's top priorities of creating vibrant, stable communities with affordable housing options.</a>

<b>Project funding (please attach any additional responses)</b>	
City funds requested: <b>\$2,939,486</b>	Funds per assisted unit: <b>\$33,787</b>
Total project cost: <b>\$63.77MM</b>	Cost per assisted unit: <b>\$733,033</b>
How will the requested City funding be used? <b>Predevelopment Financing/Construction / Permanent Financing</b>	
Assess the chances of the project securing required funding and steps that will be taken to make the project competitive. <b>The project is plans to obtain the most significant portion of its required funding via 4% tax credit equity. While this is a highly competitive process, our project should be successful on our tax credit allocation application. Currently the project is in the Highest Resource Area, making the parcel highly favorable to win an allocation. Additionally, this project will serve populations making between 30% - 80% AMI with an average AMI of under 50% which makes the project deeply affordable and more competitive. Additionally, this project will be applying for Tax Exempt Bonds through CDLAC as well as state tax credits. In order to secure both of these two other critical elements of financing, the project must have leveraged soft financing sources. Thus, with the City financing, we believe our project has a high probability of successfully obtaining the required funding for the project.</b>	
What is the self-scored 9 percent tax credit tiebreaker score for the project if applicable? <b>This is not applicable. The project is currently underwritten as a 4% tax credit project.</b>	
<b>Developer experience (please attach any additional responses)</b>	
Applicants may be nonprofit or for-profit affordable housing developers or owners who have affordable housing experience in the nine-county Bay Area (San Mateo, San Francisco, Marin, Sonoma, Napa, Solano, Contra Costa, Alameda and Santa Clara) and a successful track record of at least two years of ownership of at least two affordable, deed-restricted housing projects within the nine-county Bay Area in which 100 percent of the units, are targeted to those at or below 80 percent AMI. Joint venture partnerships are allowed assuming at least one member of the partnership meets the minimum experience requirement. Previous development/ownership experience must include projects that contain at least 10 units.	
Years of experience: <b>24 Years</b>	
Number of projects: <b>133 Projects</b>	
Number of projects in San Mateo County: <b>0</b>	
Average size of projects: <b>80</b>	
Number of units placed in service: <b>9,500</b>	
Please describe two projects completed in the last 10 years that are similar to the proposed project and provide photographs of each project:	
<b>Project 1 - name of project: Monterey Gateway Apartments</b>	
Location: <b>6500 Monterey Road, Gilroy, CA 95020</b>	
Number of units: <b>76</b>	
Type of development (senior, family, etc.): <b>Senior</b>	
Name of project manager: <b>DANCO Communities</b>	
Number of stories: <b>4</b>	
Unit types (studio, 1 bedroom, etc.): <b>(60) 1-BD, (15) 2-BD</b>	
Type of construction: <b>New</b>	
Project amenities: <b>Common Area, Pool, Community Computer Room, Onsite Washer/Dryer, Onsite Parking and Elevator</b>	

Entitlement date: 8/1/2018				
Occupancy date: 10/1/2019				
Funding sources: CTCAC; Santa Clara County				
<b>Project 2 - name of project:</b> Callen Street Apartments				
Location: 1355 Callen Street, Vacaville, CA 95688				
Number of units: 65				
Type of development (senior, family, etc.): Family				
Name of project manager: CFY Development				
Number of stories: 2				
Unit types (studio, 1 bedroom, etc.): (26) 1-BD, (40) Studios				
Type of construction: New				
Project amenities: Parking, Common Area				
Entitlement date: 2/1/2015				
Occupancy date: 5/1/2016				
Funding sources: City of Vacaville; CTCAC				
<b>Personnel</b>				
List the names of key members of the applicant's development team, their titles, responsibilities and years of experience in affordable housing.				
Project Staff	Name	Role in proposed project	Years of housing development experience	Years with this developer
Project Manager	Jordan Clark, Project Manager	Project Manager	7	<1
Director of Real Estate Development				
Executive Director	Steven Spielberg, Senior Vice President Affordable Housing	Project Oversight	18	<1
Chief Financial Officer	Jordan Wagner	CFO	15	3
Other	Shawn Horowitz	Chairman	27	3
Other				

Indicate which of the following development team members have been selected and identify them if different from applicant.	
Developer: <a href="#">Alliant Strategic Development</a>	Architect(s): <a href="#">SDG Architects</a>
Engineer(s): <a href="#">KPF</a>	General contractor:
Attorney(s) and/or tax professionals <a href="#">Gubb &amp; Barshay</a>	
Property management agent <a href="#">Solari Enterprises, Inc.</a>	
Financial and other consultant(s) <a href="#">TBD</a>	
Investor(s): <a href="#">TBD</a>	
List all other participants and affiliates (people, businesses and organizations) proposing to participate in the project.	
Name	Address
<a href="#">R3 Landscape Architects</a>	<a href="#">248 3rd St, Ste, 202, Oakland, CA</a>
<a href="#">Millennium Design &amp; Consulting Services, Inc.</a>	<a href="#">P.O. Box 737, Alamo, CA</a>
<a href="#">Kamangar Consulting, LLC</a>	<a href="#">171 Main St, Ste. 186, Los Altos, CA 94022</a>
<a href="#">Partner Energy (LEED/Sustainability Consultant)</a>	<a href="#">100 W. Walnut Street, Suite 600, Pasadena, CA 91124</a>
<a href="#">Laura Teuschel, Community Outreach Consultant</a>	<a href="#">809 Laurel Street #591, San Carlos, CA 94070</a>
Describe how the property will be managed including the number of staff, locations and management office hours.	
<p><a href="#">The property will be well supported by an dedicated on-ste propery manager. The manager will have a full-time leasing office located adjacent to the community center. The property manager will be available during regular business hours, between 9:00 AM and 5:00 PM Monday through Friday. Additionally the property will emply a full time Maintenance Lead to attend to the property during regular business hours, 9:00 AM to 5:00 PM, Monday through Friday. Additionally the property will be supported by a partime assistant property manager and part time assistant maintenance lead, whose hours will depend on future assessments of the needs of the project.</a></p>	
If the project will be managed by an agency other than the project applicant describe the project applicant's role in the ongoing management of the project and resolution of management issues.	
<p><a href="#">Alliant Strategic Development will be continually engaged with the property management team to confirm stability in ongoing operations. All project activity will be managed by the onsite staff, however, for larger strategic decisions, Alliant Strategic Development will continue to be involved.</a></p>	

### Applicant certification

I certify that the information submitted in this application and all supporting materials is true, accurate and complete to the best of my knowledge. I acknowledge that if facts and or information herein are found to be misrepresented it shall constitute grounds for disqualification of my proposal. I further certify that the following statements are true except if I have indicated otherwise on this certification:

- I have not sold any of the projects listed on the 10 Year Projects list
- No mortgage on a project listed by me has ever been in default
- Government, or foreclosed, nor has mortgage relief by the mortgagee been given
- I have not experienced defaults or noncompliance under any contract or regulatory agreement nor issued IRS Form 8823 on any Low Income Housing Tax Credit (LIHTC) project on the 10 Year Projects list
- To the best of my knowledge there are no unresolved findings raised as a result of Agencies' audits, management reviews or other investigations concerning me or my projects for the past 10 years
- I have not been suspended, been barred or otherwise restricted by any state agency from participating in the LIHTC program or other affordable housing programs
- I have not failed to use state funds or LIHTC allocated to me in any state

I have checked each deletion, if any, and have attached a true and accurate signed statement, if applicable; to explain the facts and circumstances that I think help to qualify me as a responsible principal for participation in this NOFA.

Applicant name(s): [Alliant Strategic Development](#)

Signature: *Steven Spielberg*

Date: [4/24/24](#)

Print name and title: [Steven Spielberg, Senior Vice President Affordable Housing](#)

This application and all supporting material are regarded as public records under the California Public Records Act.

### Applicant supporting material

In addition to submitting a complete application, the following additional supporting material must be provided with the application:

1. Cover letter: Provide a brief summary of the proposed project and discuss your agency's qualifications and why your proposal should be selected for funding.
2. Community outreach plan: Include the plan for conducting community outreach to neighbors of the proposed development and interested community groups. The outreach plan should describe how the developer intends to build support for the project and address community concerns. The outreach plan should also discuss any anticipated community concerns and how they would be handled.
3. Site control documents: Site control is required. Please include the site control document as well as documentation demonstrating that the entity that has site control is the same entity applying for funds.
4. Development schedule: Include a detailed project schedule identifying all major milestones. The schedule must include major milestones for the development approval process such as purchase of the property, community outreach process, financing, applications, approvals, closings, project construction and lease up. Projects with schedules projecting completion within three years will be given priority.
5. Experience (owner/developer and property manager): Please provide resumes for the owner/developer and property manager. The resume should include a list of affordable housing projects owned/developed and managed. Please include the following: name of project, address, number of units, target population, project PIS date and years under ownership/management.
6. Experience and references (staff): Provide resumes and project experience for all key staff working on the project including but not limited to: principals, project manager, project staff and financial officer. Indicate the level of experience of the project manager with projects similar to the proposal. Provide at least three references from City or County staff involved with projects completed in the last six years.
7. Financial proforma: Please provide detailed financial information for the proposed project including permanent and construction fund sources, detailed permanent development budget, unit affordability mix/rent schedule, operating budget and 30-year cash flow. If the project will use tax credits, please provide the tax credit calculations.
8. Photos: Attach recent clearly labeled photos of the project site and surrounding area.
9. Board of directors: Provide a listing of the board of directors including the city of residence.



## STAFF REPORT

**Housing Commission**

**Meeting Date:**

**11/6/2024**

**Staff Report Number:**

**24-012-HC**

**Regular Business:**

**Consider and make a recommendation to the Planning Commission to approve a Below Market Rate Housing Agreement with Alliant Strategic Development for an 88-unit housing development project at 320 Sheridan Dr.**

### Recommendation

Staff recommends that the Housing Commission consider and recommend approval of the draft Below Market Rate (BMR) Housing Agreement (“Agreement”) for eight BMR units subject to the requirements of the City’s BMR Housing Program Guidelines and BMR Housing Ordinance to the Planning Commission, as part of a 100% affordable housing development project consisting of 88 units at 320 Sheridan Dr. The draft Agreement is included in Attachment A.

### Policy Issues

The Housing Commission should consider whether the draft BMR Agreement is in compliance with the BMR Housing Program Guidelines (BMR Guidelines) and the BMR Housing Ordinance.

### Background

#### *Site location*

The project site consists of one parcel in the R-3 (Apartment) zoning district with a total area of approximately 2.5 acres. The project site is owned by the Ravenswood City School District and is the former site of the Flood School, but is currently vacant.

For the purposes of this staff report, the property is presented in an east-west orientation, and all compass directions referenced will use this orientation. The project site is located at the eastern terminus of Sheridan Drive in the Suburban Park neighborhood. Sheridan Drive is a short street that provides access to the project site. The property is bordered by single-family residences in the R-1-U (Single Family Urban Residential) zoning district to the west, Flood Park to the south, Highway 101 to the North, and the LifeMoves Haven Family House to the east. Haven Family House provides interim shelter and supportive housing for families experiencing homelessness in Menlo Park. A location map is provided as Attachment B.

### Analysis

#### *Project description*

The applicant is proposing to construct three new three-story, multifamily residential buildings with surface parking and site improvements, including a children’s play area and barbecue area. The maximum density

in the R-3 district on a property of this size is 20 dwelling units per acre. Therefore, the maximum number of units on this property is 50 (Base Density). Under State Density Bonus Law (SDBL), 100% affordable housing development projects are allowed an 80% density bonus, and therefore this project would be allowed up to 90 units. The development would consist of 88 total units with a mix of one-, two-, and three-bedroom units and would have 116 parking spaces. All 88 units, except the manager's unit, would be offered at below market rates with priority generally going to employees of the Ravenswood City School District.

The proposed project requires the following actions and approvals:

- Use permit for construction of three or more units on an R-3 lot not around downtown,
- Architectural control for the design of the multi-family residential buildings,
- Heritage tree removal (HTR) permit to remove two on-site heritage trees,
- BMR Housing Agreement, and
- Environmental review.

The City is currently determining the appropriate level of environmental analysis, in compliance with the California Environmental Quality Act (CEQA). The applicant's project description letter and select sheets from the project plans are included as Attachments C and D, respectively. The Planning Commission will take final action on all requested entitlements for the proposed project.

### ***BMR Housing Program & related requirements***

When an applicant proposes a project of five or more residential units, they are 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 ("BMR Guidelines") to implement the BMR Ordinance. In accordance with the City's BMR Guidelines, projects with 20 or more residential units are required to offer a minimum of 15% of the units at below market rates. The 15% applies to the Base Density of the project, exclusive of any SDBL units. The BMR Ordinance requires the applicant to submit a Below Market Rate Housing proposal, which typically identifies the number and location of BMR units in a development, for review by the Housing Commission. Since all units in the proposed development would be offered at below market rates, a separate BMR proposal is not provided aside from the applicant's project description letter. At this time, the Housing Commission should review the draft BMR Housing Agreement and make a recommendation to the Planning Commission. The draft Agreement would subsequently be reviewed and acted on by the Planning Commission.

The applicant is proposing to offer 87 of the 88 units at below market rates, with the last unit proposed as the manager's unit which may be offered at market rate. The draft agreement indicates that the units would be affordable to very low income households (up to 50% area median income, "AMI") and low income households (up to 80% AMI), and the applicant has also expressed interest in designating extremely low income units. The applicant states that they have not identified the final mix of income limits for the 87 affordable units in order to maintain flexibility as they apply for funding for the project. For the units subject to the City's inclusionary requirement, the BMR Guidelines require an equivalency of low-income units for rental projects, meaning moderate-rate units may be included in the project to satisfy the BMR requirements as long as other BMR units have deeper affordability so that the average affordability level meets low-income requirements. For the eight City BMR units, the City's preference criteria would apply, and it is possible that some school district employees would meet the City's preference criteria.

### ***Correspondence***



At the time of the preparation of this staff report, staff has not received any correspondence regarding the draft BMR Housing Agreement.

### **Next Steps**

The City is in the process of reviewing the project for consistency with applicable development standards and determining the appropriate level of analysis under the CEQA. Once the application has been deemed consistent with the City's development standards, and the CEQA analysis is complete, the project would be reviewed by the Planning Commission at a public hearing. The Planning Commission would be the decision-making body unless the project is appealed to the City Council, in which case the City Council would be the final decision-making body.

### **Conclusion**

Staff believes that the applicant's BMR proposal for eight inclusionary units subject to the City's BMR Guidelines meets the City's BMR requirements. Staff recommends that the Housing Commission recommend to the Planning Commission approval of the proposed BMR Housing Agreement.

### **Impact on City Resources**

The project sponsor is required to pay Planning, Building, and Public Works permit fees, based on the City's Master Fee Schedule, to fully cover the cost of staff time spent on the review of the project.

### **Environmental Review**

The proposed project is being evaluated with respect to compliance with the CEQA as part of the Planning Commission action. BMR direction is not a project under CEQA, so environmental review is not required by the Housing Commission.

### **Public Notice**

Public Notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

### **Attachments**

- A. Draft BMR Agreement
- B. Location Map
- C. Project Description Letter
- D. Excerpts of Project Plans

### **Exhibits to Be Provided at Meeting**

None

Report prepared by:  
Chris Turner, Senior Planner

Report reviewed by:  
Deanna Chow, Community Development Director

This document is recorded for the benefit of the City of Menlo Park and is entitled to be recorded free of charge in accordance with Sections 6103 and 27383 of the Government Code.

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

City of Menlo Park  
Attn: City Clerk  
701 Laurel Street  
Menlo Park, CA 94025

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**BELOW MARKET RATE AND STATE DENSITY BONUS LAW  
HOUSING AGREEMENT**

**AND DECLARATION OF RESTRICTIVE COVENANTS**

**(320 Sheridan Drive)**

**THIS BELOW MARKET RATE AND STATE DENSITY BONUS LAW HOUSING AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (“Agreement”)** is entered into as of \_\_\_\_\_, 2024, by and between the City of Menlo Park, a California municipal corporation (“**City**”), and Alliant Strategic Development, LLC, a Delaware limited liability company (“**Developer**”). City and Developer may be referred to individually as a “**Party**” or collectively as the “**Parties**” in this Agreement.

**RECITALS**

A. Developer is the lessee of that certain real property located at 320 Sheridan Drive (APN 055-303-110), in the City of Menlo Park, California (“**Property**”), as more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

B. Developer applied to develop a vacant site formerly used as a school (the “**Project Site**”) with 87 affordable housing units (“**Affordable Units**”) and one manager’s unit, with associated landscaping and parking (the “**Project**”). The 87 Affordable Units shall be affordable to very-low-income households (“**Very Low Income Units**”) and low income households (“**Low Income Units**”), with an allowance for up to twenty (20) percent of the units to be affordable to moderate income households (“**Moderate Income Units**”).

C. The Property’s zoning permits a density of twenty (20) dwelling units per acre, which yields a maximum of 51 units, which is exclusive of any units allowed pursuant to the State Density Bonus Laws (Government Code 65915 et seq. or the “**SDBL**”). Menlo Park Municipal Code section 16.96.020 (the “**Inclusionary Ordinance**”) requires that fifteen percent of the 51 units be reserved as very low, low and/or moderate income units (“**BMR Units**”), resulting in eight

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(8) BMR Units. The remaining 79 affordable units (“**SDBL Units**”) are subject to a deed restriction pursuant to SDBL. The term “**Affordable Units**” refers to both the BMR Units and SDBL Units.

D. Pursuant to SDBL, Developer has requested and received a seventy-two (72) percent density bonus, to allow a total of 88 units, concessions, waivers, and use of SDBL parking standards (collectively, “**SDBL Benefits**”), consistent with Government Code section 65915.

E. On \_\_\_\_\_, 2024, after a duly noticed public hearing, and on the recommendation of the Housing Commission and the Planning Commission, the City Council found that the Project is exempt from CEQA under the Infill Exemption and granted a Use Permit, Architectural Control, Heritage Tree Removal, SDBL Benefits, and a below market rate housing agreement (this Agreement or “**BMR Housing Agreement**”) for the Project (“**Project Approvals**”). In accordance with the Menlo Park Municipal Code Chapter 16.96, the Below Market Rate Housing Program (“**BMR Ordinance**”), Menlo Park Municipal Code Chapter 16.97, the SDBL Housing Program, and for the units subject to the BMR Ordinance, the Below Market Rate Housing Program Guidelines (“**Guidelines**”) to the extent applicable, Developer is required to execute and record an approved BMR and SDBL Housing Agreement as a condition precedent to approval of the issuance of a building permit for the Project. This Agreement is intended to satisfy that requirement.

F. Developer has agreed to observe all the terms and conditions set forth below for purposes of development and operation of the Affordable Units. This Agreement will ensure the Project’s continuing affordability.

**NOW, THEREFORE**, the Parties hereto agree as follows. The recitals are incorporated into this Agreement by this reference.

## **1. CONSTRUCTION OF THE IMPROVEMENTS.**

**1.1 Construction of the Project.** Developer agrees to construct the Project in accordance with the Menlo Park Municipal Code and all other applicable state and local building codes, development standards, ordinances, and zoning ordinances.

**1.2 City and Other Governmental Permits.** Before commencement of the Project, Developer shall secure or cause its contractor to secure any and all permits which may be required by the City or any other governmental agency affected by such construction, including without limitation building permits. Developer shall pay all necessary fees and timely submit to the City final drawings with final corrections to obtain such permits; City staff will, without incurring liability or expense therefore, process applications in the ordinary course of business for the issuance of building permits and certificates of occupancy for construction that meets the requirements of the Menlo Park Municipal Code, and all other applicable laws and regulations.

**1.3 Compliance with Laws.** Developer shall carry out the design, construction and operation of the Project in conformity with all applicable laws, including all applicable state labor

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standards, City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the Menlo Park Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the applicable requirements in the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*

## 2. OPERATION OF THE AFFORDABLE UNITS

**2.1 Affordability Period.** This Agreement shall remain in effect and the Property, shall be subject to the requirements of this Agreement from the date that the City issues a final certificate of occupancy for the Project (the “**Effective Date**”) until the 55th anniversary of such Effective Date. The duration of this requirement shall be known as the “**Affordability Period.**”

**2.2 Maintenance.** Developer shall comply with every condition of the Project Approvals applicable to the Project and shall, at all times, maintain the Project and the Property in good repair and working order, reasonable wear and tear excepted, and in a safe and sanitary condition, and from time to time shall make all necessary and proper repairs, renewals, and replacements to keep the Project and the Property in a good, clean, safe, and sanitary condition.

**2.3 Monitoring and Recordkeeping.** Throughout the Affordability Period, Developer shall comply with all applicable recordkeeping and monitoring requirements set forth in the Guidelines. City shall have the right to inspect the books and records of Developer and its rental agent or bookkeeper upon reasonable notice during normal business hours. Representatives of the City shall be entitled to enter the Property, upon at least 48-hour prior written notice, which can be provided via email, to monitor compliance with this Agreement, to inspect the records of the Project with respect to the Affordable Units, and to conduct, or cause to be conducted, an independent audit or inspection of such records. Developer agrees to cooperate with the City in making the Property available for such inspection or audit. Developer agrees to maintain records in businesslike manner, and to maintain such records for Affordability Period.

**2.4 Non-Discrimination Covenants.** Developer covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, familial status, disability, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property. Developer shall include such provision in all leases, contracts and other instruments executed by Developer, and shall enforce the same diligently and in good faith.

a. In leases, the following language shall appear:

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(1) The lessee herein covenants by and for the lessee and lessee's heirs, personal representatives and assigns, and all persons claiming under the lessee or through the lessee, that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the property herein leased nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination of segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the property herein leased.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).

b. In contracts pertaining to management of the Project, the following language, or substantially similar language prohibiting discrimination and segregation shall appear:

(1) There shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to selection, location, number, use or occupancy of tenants, lessee, subtenants, sublessees or vendees of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to

housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).

**2.5 Subordination.** This Agreement shall be recorded in the Official Records of the County of San Mateo and shall run with the land. The City agrees that the City will not withhold consent to reasonable requests for subordination of this Agreement for the benefit of lenders providing financing for the Project, provided that the instruments effecting such subordination include reasonable protections to the City in the event of default, including without limitation, extended notice and cure rights.

### **3. TENANT QUALIFICATION AND RENTAL RATES OF AFFORDABLE UNITS**

**3.1 BMR Units.** Developer agrees to make available, restrict occupancy to, and lease not less than eight (8) BMR Units and seventy-nine (79) SDBL Units to Qualifying Households, as hereinafter defined, at an affordable rent, pursuant to the terms set forth below. Pursuant to Government Code section 65915(b)(1)(G), no more than twenty (20) percent of the SDBL Units shall be Moderate Income Units. The last unit in the Project shall be occupied by the Project's manager.

**3.2 Qualifying Households.** For purposes of this Agreement, "**Qualifying Households**" shall mean those households with incomes as follows or lower:

- a. "**Very Low-Income Unit**": means units restricted to households with incomes of not more than fifty percent (50%) of AMI. "AMI" means the median income for San Mateo County, California, adjusted for Actual Household Size, as published from time to time by the State of California Department of Housing and Community Development in Section 6932 of Title 25 of the California Code of Regulations or successor provision. Qualifying Households shall continue to qualify unless at the time of recertification, the household's income exceeds the Very Low-Income eligibility requirements, then the tenant shall no longer be qualified. Upon Developer's determination that any such household is no longer qualified, the unit shall no longer be deemed a Very Low Income Unit and the Developer shall either (1) make the next available Very Low Income Unit or take other actions as may be necessary to ensure that the total required number of Very Low Income Units are rented to Qualifying Households, or (2) if the tenant's income does not exceed one hundred twenty (120%) of the maximum income that would qualify the Tenant as a Very Low Income Household, the tenant shall be allowed to remain in the unit at a Very Low Income rent.
- b. "**Low Income Unit**": means units restricted to households with incomes of not more than eighty percent (80%) of AMI. "AMI" means the median

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income for San Mateo County, California, adjusted for Actual Household Size, as published from time to time by the State of California Department of Housing and Community Development in Section 6932 of Title 25 of the California Code of Regulations or successor provision. Qualifying Households shall continue to qualify unless at the time of recertification, the household's income exceeds the Low-Income eligibility requirements, then the tenant shall no longer be qualified. Upon Owner's determination that any such household is no longer qualified, the unit shall no longer be deemed a Low Income Unit, and the Owner shall either (1) make the next available unit, which is comparable in terms of size, features and number of bedrooms, a Low Income Unit, or take other actions as may be necessary to ensure that the total required number of Low Income Units are rented to Qualifying Households, or (2) if the tenant's income does not exceed one hundred twenty (120%) of the maximum income that would qualify the Tenant as a Low Income Household, the tenant shall be allowed to remain in the unit at a Low Income rent.

- c. **"Moderate Income Unit"**: means units restricted to households with incomes of not more than one hundred and twenty percent (120%) of AMI. "AMI" means the median income for San Mateo County, California, adjusted for Actual Household Size, as published from time to time by the State of California Department of Housing and Community Development in Section 6932 of Title 25 of the California Code of Regulations or successor provision. Qualifying Households shall continue to qualify unless at the time of recertification, the household's income exceeds the Moderate-Income eligibility requirements, then the tenant shall no longer be qualified. Upon Owner's determination that any such household is no longer qualified, the unit shall no longer be deemed a Moderate Income Unit, and the Owner shall make the next available unit, which is comparable in terms of size, features and number of bedrooms, a Low Income Unit, or take other actions as may be necessary to ensure that the total required number of Low Income Units are rented to Qualifying Households. SDBL permits up to twenty (20) percent of the units to be rented to Moderate Income households. Notwithstanding the foregoing, if the Project is encumbered by a Tax Credit Regulatory Agreement, the Affordable Units shall be restricted to households with income levels permitted under the Tax Credit Regulatory Agreement.
- d. Notwithstanding anything to the contrary contained herein, if the Project is encumbered by a Tax Credit Regulatory Agreement and there is a conflict between this Agreement and the Tax Credit Regulatory Agreement, the Tax Credit Regulatory Agreement shall govern. Notwithstanding anything to the contrary contained herein, when the Project is encumbered by a Tax Credit

Regulatory Agreement, the monthly rent for the Affordable Units shall be set at an amount consistent with the maximum rent levels for lower income households, as those rents are incomes are determined using the Tax Credit Allocation Committee (“**TCAC**”) rules and regulations, except that, consistent with Government Code section 65915 subdivision (c)(1)(B)(ii), twenty (20) percent of the Affordable Units shall be set at an affordable rent as defined in Section 50053 of the Health and Safety Code.

**3.3 Income Verification and Annual Report.** On or before July 1 of each year, commencing with the calendar year that the first residential unit in the Project is rented to a tenant, and annually thereafter, Developer shall obtain from each household occupying an Affordable Unit and submit to the City an income computation and certification form, completed by a tenant of such unit, which shall certify that the income of each Qualifying Household is truthfully set forth in the income certification form, in the form proposed by the Developer and approved by the Deputy Director (“**Annual Report**”). Developer shall make a good faith effort to verify that each household leasing an Affordable Unit meets the income and eligibility restrictions for the Affordable Unit by taking making a reasonable effort to obtain one or more of the following documents: (a) obtain a minimum of the three (3) most current pay stubs for all adults age eighteen (18) or older; (b) obtain an income tax return for the most recent tax year; (c) conduct a credit agency or similar search; (d) obtain the three (3) most current savings and checking account bank statements; (e) obtain an income verification form from the applicant's current employer; (f) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (g) if the applicant is unemployed and has no such tax return, obtain another form of independent verification. Copies of tenant income certifications shall be available to the City upon request. The Annual Report shall, at a minimum, include the following information for each Affordable Unit: number of bedrooms, current rent and other charges, dates of any vacancies during the reporting period, number of people residing in the unit, total household Gross Income, and lease commencement and termination dates. The Report shall also provide a statement of the owner’s management policies, communications with the tenants and maintenance of the BMR Unit, including a statement of planned repairs to be made and the dates for the repairs. Notwithstanding anything to the contrary contained herein, for so long as the Project is encumbered a Regulatory Agreement from the California Tax Credit Allocation Committee (“**Tax Credit Regulatory Agreement**”) due to the Project’s receipt of federal/and or state low-income housing tax credits, copies of any annual reporting required by the Tax Credit Regulatory Agreement delivered to the City shall satisfy the requirements of this Section.

**3.4 Affordable Rent.** The maximum Monthly Rent, defined below, chargeable for the Affordable Units and paid shall be as follows:

- a. “**Very Low-Income Household**”: maximum Monthly Rent shall be 1/12th of thirty (30) percent of fifty (50) percent of the AMI. The Monthly Rent for a Very Low Income Unit rented to a Very Low Income Household and

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paid by the household shall be based on an assumed average occupancy per unit of one person per studio unit, 1.5 persons for a one- bedroom unit, 3 persons for a two-bedroom unit and 4.5 persons for a three- bedroom unit, unless otherwise approved by the Deputy Director for an unusually large unit with a maximum of two persons per bedroom, plus one.

- b. **“Low-Income Household”**: shall be 1/12th of thirty (30) percent of eighty (80) percent of the AMI. The Monthly Rent for a Low Income Unit rented to a Low Income Household and paid by the household shall be based on an assumed average occupancy per unit of one person per studio unit, 1.5 persons for a one-bedroom unit, 3 persons for a two-bedroom unit and 4.5 persons for a three-bedroom unit, unless otherwise approved by the Deputy Director for an unusually large unit with a maximum of two persons per bedroom, plus one.
- c. **“Moderate Income Household”**: shall be 1/12th of thirty (30) percent of one hundred ten (110) percent of the AMI. In addition, for those Moderate-Income Households whose gross incomes exceed one hundred ten (110) percent of the AMI adjusted for family size, the affordable rent shall be 1/12th of thirty (30) percent of the actual gross income of the household. The Monthly Rent for a Moderate Income Unit rented to a Moderate Income Household and paid by the household shall be based on an assumed average occupancy per unit of one person per studio unit, 1.5 persons for a one-bedroom unit, 3 persons for a two-bedroom unit and 4.5 persons for a three-bedroom unit, unless otherwise approved by the Deputy Director for an unusually large unit with a maximum of two persons per bedroom, plus one. If a Moderate Income Unit is a BMR Unit, the Monthly Rent shall comply with the requirements in the BMR Guidelines in effect when the Developer submitted the Project’s complete Application pursuant to Government Code section 65941.1 (**“Preliminary Application Date”**).
- d. Notwithstanding anything to the contrary contained herein, if the Project is encumbered by a Tax Credit Regulatory Agreement and there is a conflict between the provisions of this Agreement and the provisions of such Tax Credit Regulatory Agreement regarding rent, utility allowance, and/or household size appropriate for each unit, the Tax Credit Regulatory Agreement shall govern. Notwithstanding anything to the contrary contained herein, when the Project is encumbered by a Tax Credit Regulatory Agreement, the monthly rent and AMI may be determined using the TCAC rules and regulations, except that, consistent with Government Code section 65915 subdivision (c)(1)(B)(ii), twenty (20) percent of the Affordable Units shall be set at an affordable rent as defined

in Section 50053 of the Health and Safety Code.

For purposes of this Agreement, “**Monthly Rent**” means the total of monthly payments actually made by the household for (a) use and occupancy of each Affordable Unit and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by Developer which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, and which are not paid directly by Developer, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone or internet service, which reasonable allowance for utilities is set forth in the County of San Mateo’s Utility Allowance Schedule for detached homes, apartments, condominiums and duplexes or as determined by the California Utility Allowance Calculator developed by the California Energy Commission, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Developer.

**3.5 Agreement to Limitation on Rents.** Pursuant to Government Code section 65915, Developer hereby agrees to limit Monthly Rent as provided in this Agreement in consideration of Developer’s receipt of benefits under State Density Bonus Law. Developer further warrants and covenants that the terms of this Agreement are fully enforceable.

**3.6 Lease Requirements.** No later than 60 days prior to the initial lease up of the BMR Units, Developer shall submit a standard lease form to the City for approval by the Deputy Director or his/her designee. The City shall reasonably approve such lease form upon finding that such lease form is consistent with this Agreement. The City’s failure to respond to Developer’s request for approval of the standard lease form within twenty (20) business days of City’s receipt of such lease shall be deemed City’s approval of such lease form. Developer shall enter into a written lease, in the form approved by the City, with each new tenant of a BMR Unit prior to a tenant or tenant household’s occupancy of a BMR Unit. Each lease shall be for an initial term of not less than one year which may be renewed pursuant to applicable local and State laws, and shall not contain any of the provisions which are prohibited pursuant to the Agreement, local, state and Federal laws.

**3.7 Selection of Tenants.** Each BMR Unit shall be leased to tenant(s) selected by Developer in accordance with the requirements of the Guidelines, including, but not limited to the requirement that priority be given to those eligible households with a minimum of one household member who either lives or works in the City of Menlo Park, or meet at least one of the other preferences identified in the Guidelines. The City’s BMR Administrator, on behalf of the City will provide to Developer the names of persons who have expressed interest in renting BMR Units for the purposes of adding such interested persons to Developer’s waiting list, to be processed in accordance with the Developer’s customary policies. Developer shall not refuse to lease to a holder of a certificate or a rental voucher under the Section 8 program or other tenant-based assistance program, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria. Each SDBL Unit shall be leased to a Qualifying Household.

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**3.8 BMR Guidelines.** The BMR Units shall be subject to the BMR Guidelines except as pre-empted or inconsistent with state or federal law. The Developer has the right but not the obligation to comply with any or all of the BMR Guidelines for the SDBL Units.

#### **4. DEFAULT AND REMEDIES**

**4.1 Events of Default.** The following shall constitute an “Event of Default” by Developer under this Agreement: there shall be a material breach of any condition, covenant, warranty, promise or representation contained in this Agreement and such breach shall continue for a period of thirty (30) days after written notice thereof to the Developer without the Developer curing such breach, or if such breach cannot reasonably be cured within such 30 day period, commencing the cure of such breach within such 30 day period and thereafter diligently proceeding to cure such breach; provided, however, that if a different period or notice requirement is specified for any particular breach under any other paragraph of Section 4 of this Agreement, the specific provision shall control.

**4.2 Remedies.** The occurrence of any Event of Default under Section 4.1 shall give the City the right to proceed with an action in equity to require the Developer to specifically perform its obligations and covenants under this Agreement or to enjoin acts or things which may be unlawful or in violation of the provisions of this Agreement, and the right to terminate this Agreement.

**4.3 Obligations Personal to Developer.** The liability of Developer under this Agreement to any person or entity is limited to Developer’s interest in the Project, and the City and any other such persons and entities shall look exclusively thereto for the satisfaction of obligations arising out of this Agreement or any other agreement securing the obligations of Developer under this Agreement. From and after the date of this Agreement, no deficiency or other personal judgment, nor any order or decree of specific performance (other than pertaining to this Agreement, any agreement pertaining to any Project or any other agreement securing Developer’s obligations under this Agreement), shall be rendered against Developer, the assets of Developer (other than Developer’s interest in the Project), its partners, members, successors, transferees or assigns and each of their respective officers, directors, employees, partners, agents, heirs and personal representatives, as the case may be, in any action or proceeding arising out of this Agreement or any agreement securing the obligations of Developer under this Agreement, or any judgment, order or decree rendered pursuant to any such action or proceeding. No subsequent Developer of the Project shall be liable or obligated for the breach or default of any obligations of Developer under this Agreement on the part of any prior Developer. Such obligations are personal to the person who was the Developer at the time the default or breach was alleged to have occurred and such person shall remain liable for any and all damages occasioned thereby even after such person ceases to be the Developer. Each Developer shall comply with and be fully liable for all obligations the Developer hereunder during its period of ownership of the Project.

**4.4 Force Majeure.** Subject to the Party's compliance with the notice requirements as set forth below, performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to causes beyond the control and without the fault of the party claiming an extension of time to perform, which may include, without limitation, the following: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, assaults, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, materials or tools, acts or omissions of the other party, or acts or failures to act of any public or governmental entity (except that the City's acts or failure to act shall not excuse performance of the City hereunder). An extension of the time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within 30 days of the commencement of the cause.

**4.5 Attorneys' Fees.** In addition to any other remedies provided hereunder or available pursuant to law, if either party brings an action or proceeding to enforce, protect or establish any right or remedy hereunder, the prevailing party shall be entitled to recover from the other party its costs of suit and reasonable attorneys' fees. This Section shall be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

**4.6 Remedies Cumulative.** No right, power, or remedy given by the terms of this Agreement is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given by the terms of any such instrument, or by any statute or otherwise.

**4.7 Waiver of Terms and Conditions.** The City may, in its sole discretion, waive in writing any of the terms and conditions of this Agreement. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

**4.8 Non-Liability of City Officials and Employees.** No member, official, employee or agent of the City shall be personally liable to Developer or any occupant of any BMR Unit, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or its successors, or on any obligations under the terms of this Agreement.

**4.9 Cure Rights.** Notwithstanding anything to the contrary contained herein, City hereby agrees that any cure of any default made or tendered by (i) Developer's limited partner, or (ii) Developer's senior mortgage lender, shall be deemed to be a cure by Developer and shall be accepted or rejected on the same basis as if made or tendered by Developer.

## **5. GENERAL PROVISIONS**

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**5.1 Below Market Rate Guidelines (“Guidelines”).** This Agreement incorporates by reference the Guidelines as of the Preliminary Application Date. In the event of any conflict or ambiguity between this Agreement, the requirements of state and federal fair housing laws and the Guidelines, the terms and conditions of this Agreement and the requirements of state and federal fair housing laws shall control. In the event of any conflict or ambiguity between this Agreement and the requirements of state and federal fair housing laws, the requirements of state and federal fair housing laws shall control.

**5.2 Time.** Time is of the essence in this Agreement.

**5.3 Notices.** Unless otherwise indicated in this Agreement, any notice requirement set forth herein shall be deemed to be satisfied three days after mailing of the notice first-class United States certified mail, postage prepaid, or at the time of personal delivery, addressed to the appropriate party as follows:

Developer: Alliant Strategic Development  
26050 Mureau Road, Suite 101  
Calabasas, California 91302  
Attention: Steven Spielberg  
Email: Steven.S@Alliantcd.com  
Phone: (310) 991-4757

With a copy to:

Cox, Castle & Nicholson, LLP  
50 California Street, Suite 3200  
San Francisco, California 94111  
Attention: Linda Klein  
Email: lklein@coxcastle.com  
Phone: (415) 262-5130

City : City of Menlo Park  
701 Laurel Street  
Menlo Park, California 94025-3483  
Attention: City Manager  
Email:  
Phone:

Such addresses may be changed by notice to the other party given in the same manner as provided above.

**5.4 Successors and Assigns.** This Agreement constitutes a covenant and legal restriction on the Property and shall run with the land, provided the Project remains on the

Property, and all of the terms, covenants and conditions of this Agreement shall be binding upon Developer and the permitted successors and assigns of Developer.

**5.5 Intended Beneficiaries.** The City is the intended beneficiary of this Agreement and shall have the sole and exclusive power to enforce this Agreement to satisfy its obligations to improve, increase and preserve affordable housing within the City, as required by the Guidelines, and to provide that a certain percentage of new housing is made available at affordable housing cost to persons and families of very low, low and moderate incomes as required by the Guidelines and SDBL. No other person or persons, other than the City and Developer and their assigns and successors, shall have any right of action hereon.

**5.6 Partial Invalidity.** If any provision of this Agreement shall be declared invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

**5.7 Governing Law.** This Agreement and other instruments given pursuant hereto shall be construed in accordance with and be governed by the laws of the State of California. Any references herein to particular statutes or regulations shall be deemed to refer to successor statutes or regulations, or amendments thereto. The venue for any action shall be the County of San Mateo.

**5.8 Amendment.** This Agreement may not be changed orally, but only by agreement in writing signed by Developer and the City.

**5.9 Approvals.** Where an approval or submission is required under this Agreement, such approval or submission shall be valid for purposes of this Agreement only if made in writing. Where this Agreement requires an approval or consent of the City, such approval shall not be unreasonably withheld may be given on behalf of the City by the City Manager or his or her designee. The City Manager or his or her designee is hereby authorized to take such actions as may be necessary or appropriate to implement this Agreement, including without limitation the execution of such documents or agreements as may be contemplated by this Agreement, and amendments which do not substantially change the uses or restrictions hereunder, or substantially add to the costs of the City hereunder.

**5.10 Indemnification.** To the greatest extent permitted by law, Developer shall indemnify, defend (with counsel reasonably approved by City) and hold the City, its heirs, successors and assigns (the “**Indemnitees**”) harmless from and against any and all demands, losses, claims, costs and expenses, and any other liability whatsoever, including without limitation, reasonable accountants’ and attorneys’ fees, charges and expense (collectively, “**Claims**”) arising directly or indirectly, in whole or in part, as a result of or in connection with Developer’s construction, management, or operation of the Property and the Project or any failure to perform any obligation as and when required by this Agreement. Developer’s indemnification obligations under this Section 5.9 shall not extend to Claims to the extent resulting from the gross negligence or willful misconduct of Indemnitees. The provisions of this Section 5.9 shall survive the

expiration or earlier termination of this Agreement, but only as to claims arising from events occurring during the Affordability Period.

**5.11 Insurance Coverage.** Throughout the Affordability Period, Developer shall comply with the insurance requirements set forth in Exhibit B, attached hereto and incorporated herein by this reference, and shall, at Developer's expense, maintain in full force and effect insurance coverage as specified in Exhibit B.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

6.

SIGNATURES ON FOLLOWING PAGE(S).

**DEVELOPER:**

Alliant Strategic Development, LLC, a Delaware limited liability company

By: \_\_\_\_\_

Its:

**CITY:**

**CITY OF MENLO PARK**, a California municipal corporation

By: \_\_\_\_\_

City Manager

**ATTEST:**

By: \_\_\_\_\_

City Clerk

**List of Exhibits:**

Exhibit A: Property Description

Exhibit B: Insurance Requirements



**Exhibit A**  
**Property Description**

7.

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## 8. Exhibit B: Insurance Requirements

4883-9405-8968 v3

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City of Menlo Park  
 Location Map  
 320 SHERIDAN DRIVE



**Project Description for SB330 Formal Application for  
Sheridan Drive Apartments  
at 320 Sheridan Drive, Menlo Park  
*February 28, 2024, revised September 13, 2024***

**Location and Current Use:** The subject property is a single parcel of land (APN # 055-303-110) totaling approximately 2.52 acres located at the northeast terminus of Sheridan Drive in Menlo Park. On the west side of the property are single family detached homes in the Suburban Park neighborhood of Menlo Park and to the East are Haven House and single-family homes in the Flood Park neighborhood. To the north, behind a tall masonry wall, is Highway 101, and to the South, the San Mateo County owned Flood Park.

**Vision and Summary of proposed land use:** Formerly a public elementary school site, the land is currently vacant of any structures, fenced off, and owned by the Ravenswood City School District. Like so many of the Bay Area school districts, Ravenswood City School District's teachers and staff are finding it challenging to secure and afford housing near their jobs. As a result, these school employees are suffering through long commutes which translates to burnout and staff turnover. In a series of public meetings in December 2021 and January 2022, the School Board reviewed proposals to develop the property with below market rate homes, prioritized for teachers and staff, and selected Alliant Strategic Development as the developer and builder.

85 percent of the district teachers and staff are income-eligible for below market rate housing and they will receive preference in the 88 new homes planned for the site by Alliant. Any unsubscribed units will be available to income-eligible residents in the greater community, including first responders, service workers and other lower wage local professionals.

The City selected this property as one of the sites in its recently updated Housing Element to help Menlo Park meet its State mandated housing requirements. In December of 2023, the City rezoned the property with R-3 zoning designation, paving the way for multifamily housing on the site.

Alliant Strategic Development and the School District share in their vision to construct new family housing on this property and to provide the School District teachers and staff, as well as the surrounding area, with much needed affordable housing.

**Site Plan and Amenities:** Our proposal uses State Density Bonus Law to deliver 88 new homes in three 3-story buildings. The site was designed to preserve the largest and healthiest four heritage oaks on site and to optimize the on-site and adjacent amenities for all new residents in this housing community.

The entrance at the end of Sheridan Drive becomes a private drive through the proposed community with parking on both sides and a total of 116 parking spaces. To enhance emergency access for all, the project proposes a reciprocal emergency access at the northeastern corner of property that will be gated but operable by emergency personnel and only for emergency fire truck access. The plan offers a generous outdoor gathering space located between Buildings 2 and 3 along the southern edge where a picnic grove with a trellis is planned, along with a communal barbeque and play equipment for two distinct age groups of children (0-5 years and 5-12 years). This area is for the apartment residents' use and includes one of the four Heritage oaks that was retained through the design and a

gated (key fob controlled for security) entry providing a connection for the resident pedestrians and bicyclists to the vast outdoor areas at Flood Park and beyond. The plan includes 14 bicycle parking spaces as required for short-term use and each of the 88 homes has a spacious private outdoor patio that can fit a bicycle on the patio or within the lockable storage room. The future apartment residents residing here will also be able to enjoy a 2,217 square foot communal room inside Building 3 that opens up to the shared outdoor space.

Through the application of a State Density Bonus, the overall density achieved is approximately 35 dwelling units per acre. Waste will be delivered by individuals to the two communal trash enclosures on the property and Recology has reviewed and approved the proposed waste management approach for the project.

**Architecture:** The proposal offers a variety of floorplans and bedrooms counts to maximize the appeal to families, singles and couples as follows:

	Plan 1	Plan 2	Plan 3
Quantity	42	23	23
Square Feet	600	850	1,118
# of Bedrooms	1	2	3
# of Bathrooms	1	1	2

Stylistically, the architecture was designed to complement the styles found in the surrounding neighborhood. Most of the older homes have traditional elements such as wood siding, gables, composition shingle roofs, while some newer homes have farmhouse and craftsman style elements.

The exterior appearance of our proposed buildings will be a modern farmhouse style with gable and shed roof forms and a combination of board and batten siding, horizontal siding, and exterior plaster. Well defined porches and decks will provide covered outdoor space for each of the units and articulate the building form. Roof forms will be a variety of slopes and roofing will be architectural composition shingle roofing. The railings will be painted metal and there will be wood corbels and beam end accents for additional detail. A unique but complementary color scheme will be used for each of the three buildings. Mechanical equipment will be concealed in a roof well.

**Sustainability:** The project will be designed to high sustainability benchmarks using LEED for Homes (Silver level), and the latest CalGreen standards, including solar, water-wise plumbing fixtures, drought-tolerant landscaping, and EV-charging stations in guest parking areas. Fifty of the parking spaces in the community will be EV spaces or EV-ready. In addition, specially landscaped features have been employed to meet the State’s stringent C-3 requirements and water conservation and cleansing measures. The project will utilize heat pump HVAC system and heat pump water heating systems as the primary energy system. The project will be dual plumbed to meet the city’s requirements for recycled water use. The building roofs will include photovoltaics as required to comply with the prescriptive Title 24 code requirements and the remaining energy required to meet 100% offset will be purchased from PCE or PG&E.

**Approvals being requested:** As described in our cover letter, we are seeking approval for the following entitlements, environmental clearance, and permits:

- Architectural Control Approval
- Environmental Review
- Below Market Rate Housing Agreement
- Use Permit, if deemed required
- Heritage Tree Removal Permit – *approved 9/10/24*

**Community Outreach:** Prior to making a formal application, on December 19, 2023, Alliant hosted a community outreach meeting where residents within the City-recommended 300- foot radius of the property were invited. Approximately 25 of the 60 people invited attended the meeting to learn more about the proposal and the expected timing. Community outreach is ongoing and in early February, Alliant also launched a website <https://www.homesforeducators.org/> with more details about the proposal and an opportunity for the community to pose questions and comments.

In May of 2024, Alliant hosted two additional community engagement events for the two adjacent neighborhoods; one for Flood Triangle residents on May 20<sup>th</sup> and another for Suburban Park residents on May 21<sup>st</sup>. Approximately 40 to 50 residents attended these events to learn more about the proposal, to ask questions and to share their thoughts. A wide range of comments were received including concerns over added traffic being the most common concern. Many other questions and comments were related to the number of homes, the amount of parking, building heights, and estimated construction duration. Some residents expressed support for the proposal, citing that more affordable housing was needed to serve the service workers in the area. Many complimented the design changes from the first community meeting, including reducing the building height from 4 stories to 3 stories. Also, many people liked the architectural style with wood type siding.

The project was introduced to the City’s Housing Commission on August 7, 2024 and received questions, comments and encouraging feedback from the Commissioners and majority of the nine residents in attendance.

The project has also been endorsed enthusiastically by the Greenbelt Alliance and The Bay Area Council, two Bay Area non-profits that are stewards of housing and the environment.

The team has also met with several neighbors and smaller groups together individually to answer questions and discuss the proposal and will continue to do so as the project progresses through the approval process. The most recent submittal included the elimination of the dog park in response to comments received from our neighbors at the May engagement events.



# SHERIDAN DRIVE APARTMENTS

## PLANNING SUBMITTAL

MENLO PARK, CA

OCTOBER 17, 2024

### CLIENT

**ALLIANT STRATEGIC DEVELOPMENT**  
28090 MUREAU RD., SUITE 101  
CALABASAS, CA 91302  
**STEVEN SPIELBERG**  
(818) 493-4199  
STEVEN.S@ALLIANTSTRATEGICDEV.COM

### ARCHITECTURE

**SDG ARCHITECTS, INC**  
3261 WALNUT BLVD., SUITE 120  
BRENTWOOD, CA 94519  
**LANCE CRANNELL, AIA**  
(925) 934-7000  
LCRANNELL@SDGARCHITECTSINC.COM

### CIVIL

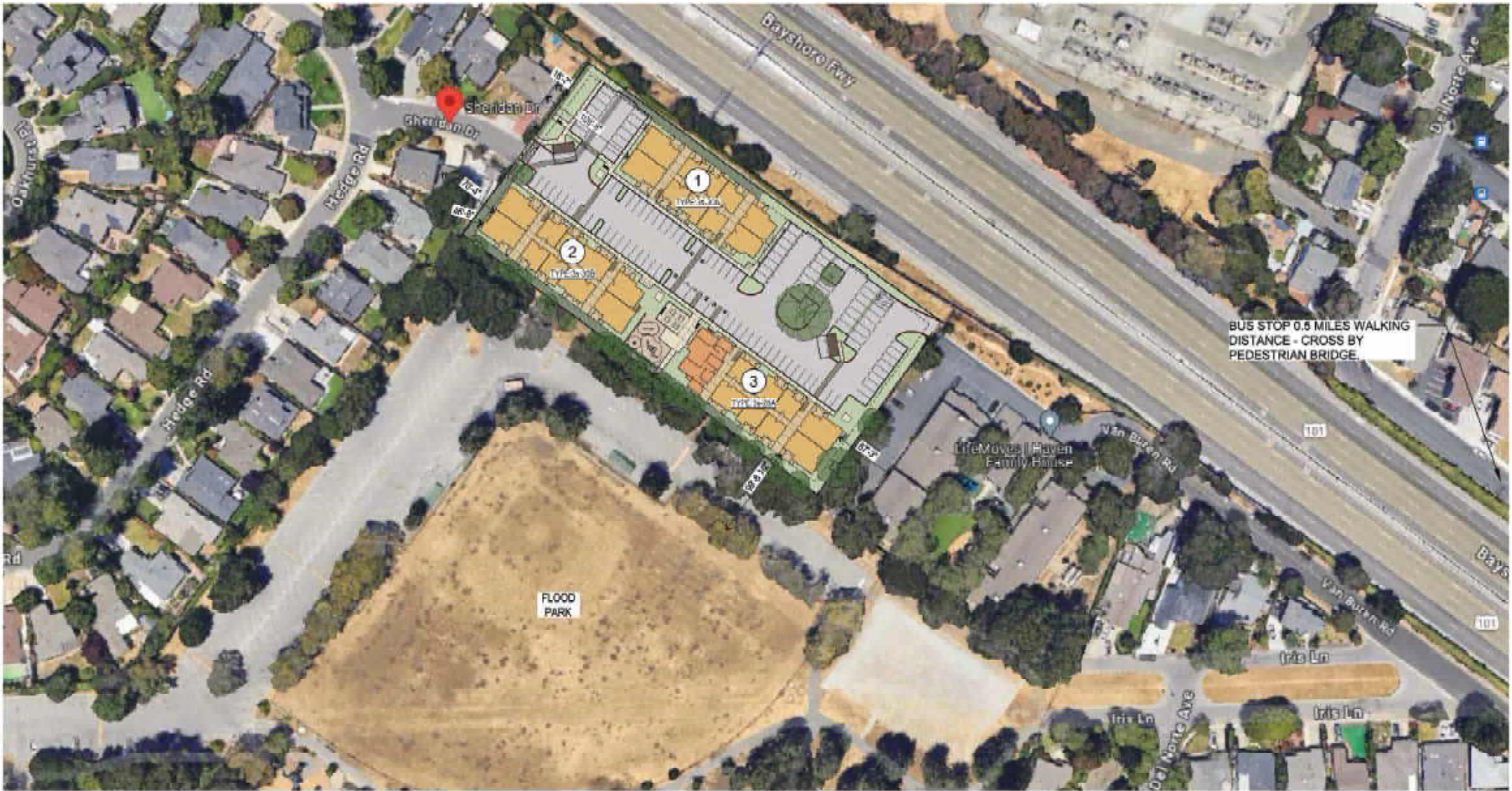
**KPFF**  
45 FREMONT ST. 28TH FLOOR  
SAN FRANCISCO, CA 94105  
**RYAN BEATON, PE**  
(415) 999-1804

### LANDSCAPE

**R3 STUDIOS**  
348 3RD. STREET, SUITE 202  
OAKLAND, CA 94607  
**LANETTE THOMAS**  
(510) 452-4100



399.265




396.265 Sheridan Drive Apartments  
 Menlo Park, CA  
 September 9, 2024

Alliant Strategic Development  
 36050 Mummi Road, Suite 101,  
 Gilroy, CA 95020



VICINITY MAP  
 A0.01

SDG Architects, Inc.  
 3301 Walnut Street, Suite 120  
 Berkeley, CA 94710  
 925.634.7000 | sdgarchitects.com





BUILDING TYPE SUMMARY							
BUILDING TYPE	UNIT TYPE	UNIT	UNITS PER FLOOR	BUILDING UNIT TOTALS	BUILDING TOTALS	SITE UNIT TOTALS	UNIT %
3s-30A 30 UNITS	1 BED	U1	6	30	1	18	60%
	2 BED	U2A	0	0		0	0%
	2 BED	U2B	2	6		6	20%
	3 BED	U3	2	6		6	20%
TOTALS			10	30		30	100%

3s-30B 30 UNITS	1 BED	U1	4	12	1	12	40%
	2 BED	U2A	2	6		6	20%
	2 BED	U2B	1	3		3	10%
	3 BED	U3	3	9		9	30%
TOTALS			10	30		30	100%

3s-28A 28 UNITS 1st FLOOR	1 BED	U1	4	4	1	4	20%
	2 BED	U2A	2	2		2	25%
	2 BED	U2B	6	6		6	25%
	3 BED	U3	2	2		2	25%
PARKING / COMMUNITY ROOM		CC	1	1		1	
TOTALS			8	8		8	100%
3s-28A 28 UNITS 2nd & 3rd FLOOR	1 BED	U1	4	8	1	8	40%
	2 BED	U2A	2	4		4	20%
	2 BED	U2B	1	2		2	10%
	3 BED	U3	2	6		6	30%
TOTALS			10	20		20	100%

PROJECT SUMMARY				
1 BED	U1	600 S.F.	42	47,730
2 BED	U2A	855 S.F.	12	26,148
	U2B	860 S.F.	11	
3 BED	U3	1,128 S.F.	23	26,148
1 BED		APARTMENT / COMMUNITY ROOM	CC	1
TOTALS UNITS			88	100%

RENTABLE UNIT TOTAL				
1 BED	U1	600 S.F.	42	48,288
2 BED	U2A	855 S.F.	12	20,448
	U2B	860 S.F.	11	
3 BED	U3	1,128 S.F.	22	25,200
TOTALS RENTAL UNITS			87	100%

MANAGER'S UNIT				
3 BED	U3	1,118	1	1%
TOTALS MANAGER UNITS			1	1%

FLOOR AREA PROPOSED (Phone hallway area & Storage included)					
	3s-30A 30 Units	3s-30B 30 Units	3s-28A 28 Units		Total
Level 1	7,556	8,324	8563		24,443
Level 2	7,556	8,324	8324		
Level 3	7,556	8,324	8324		
Storage / Areas	2,640	2,735	2609		
Building Floor Area	25,308	27,707	27,910		
Attic Area @ 45-60"	1,054	2,422	2,422		
Total Floor Area (sf)	27,362	30,129	30,332		
Total Gross Floor Area Proposed					87,724 S.F.
Floor Area Ratio Proposed					0.81

PORCHES & DECKS				
	1st FLOOR	2nd FLOOR	3rd FLOOR	
U1	123 S.F.	123 S.F.	123 S.F.	
U2A	144 S.F.	144 S.F.	144 S.F.	
U2B	100 S.F.	100 S.F.	100 S.F.	
U3	154 S.F.	154 S.F.	154 S.F.	
TOTAL				
3s-30A	1,262 S.F.	1,262 S.F.	1,262 S.F.	3,786 S.F.
3s-30B	1,350 S.F.	1,350 S.F.	1,350 S.F.	4,050 S.F.
3s-28A	896 S.F.	1,350 S.F.	1,350 S.F.	3,696 S.F.
TOTAL	3,508 S.F.	3,962 S.F.	3,962 S.F.	11,532 S.F.

SITE DATA							
SETBACKS AND HEIGHTS							
Existing Setbacks	Required	Proposed Min.	Design on site if greater than min.				
FRONT	20'-0"	10'-0"					
INTERIOR SID	10'-0"	10'-0"	12'-0" Bldg 2 West, 17'-4 Bldg 3 East				
REAR	15'-0"	10'-0"					
CORNER SIDE	15'-0"	10'-0"					
Building Height Limit	35'-0"	40'-0"					
LOT COVERAGE							
BUILDING FOOTPRINT PROPOSED							
	3s-30A 30 Units	3s-30B 30 Units	3s-28A 28 Units	COMM. WOOD PERGOLA	TRASH ENCLOSURES		Total
Footprint (sf)	10,821	11,742	11,743	616	240		
Count	1	1	1	1	2		6
Total	10,821	11,742	11,743	616	480		35,402 S.F.
Lot Area							108,724 S.F.
Lot Coverage Proposed							33%
GROSS FLOOR AREA (AT ATTIC) *							
BUILDING 1		1,954 SF					
BUILDING 2		2,422 SF					
BUILDING 3		2,423 SF					
TOTAL GFA AT @ ATTICS		6,799 SF					
TOTAL GROSS FLOOR AREA ( BUILDING 1, 2 AND 3) - 80,925 SF							
ATTIC GROSS FLOOR AREA ( BUILDING 1, 2 AND 3) - 6,799 SF							
TOTAL - 87,724 SF							
* ATTIC SPACE WITH A HEIGHT 6'-6" OR GREATER							

399,265 Sheridan Drive Apartments  
Menlo Park, CA  
September 9, 2024

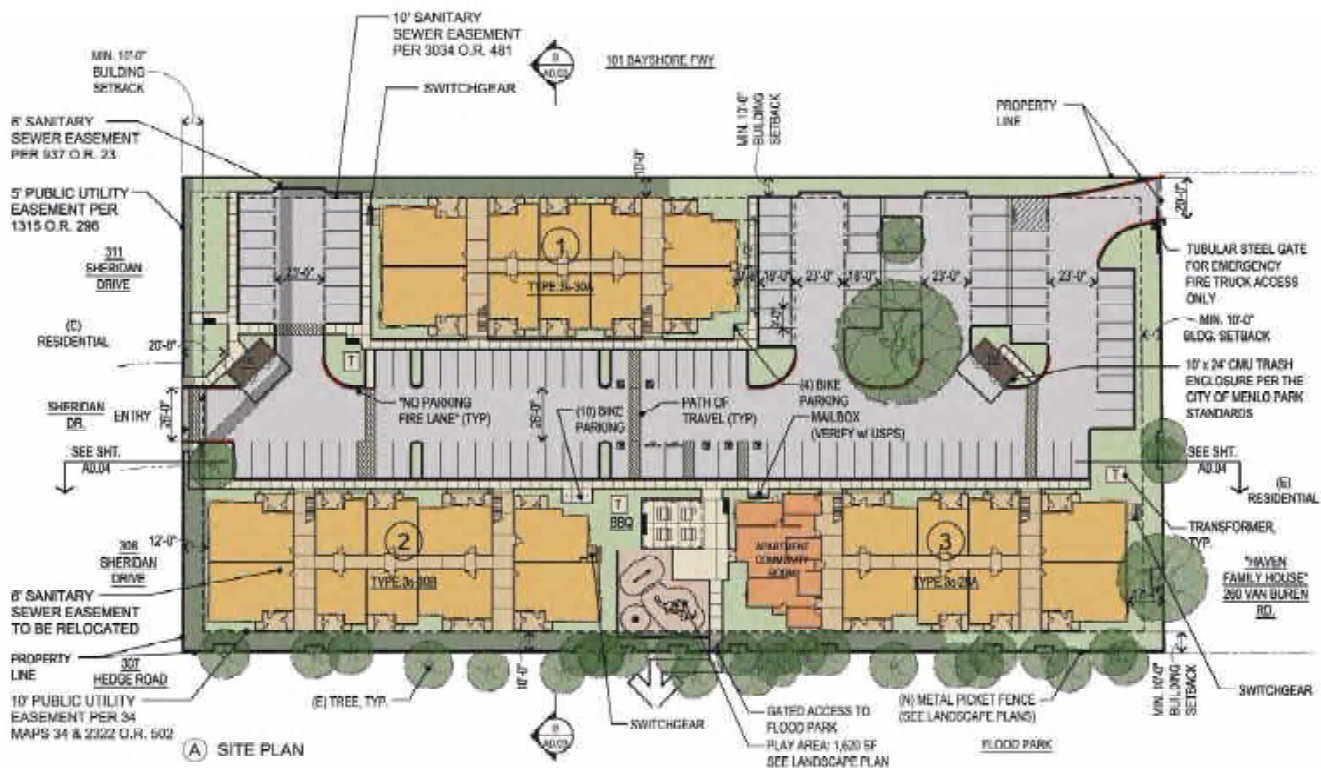
Alliant Strategic Development

26050 Mureau Road, Suite 101,  
Calabasas, CA 91302

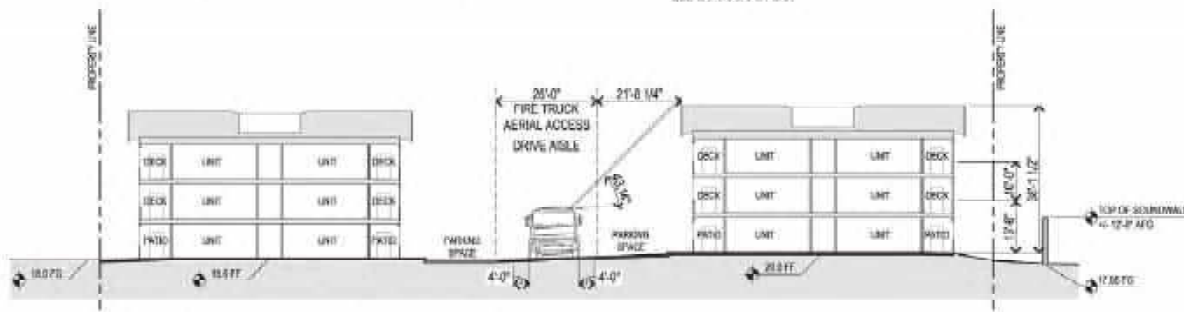
PROJECT DATA  
A0.02

1DG ArchTech, Inc.  
3361 Waverly Blvd, Suite 100  
Berkeley, CA 94712  
925.434.7000 | idgarchtech.com





(A) SITE PLAN



(B) SITE SECTION AND FIRE TRUCK AERIAL ACCESS

**PROJECT DATA**

Jurisdiction		Menlo Park, CA	
Proposed Zoning		R3 - APARTMENT ZONING DISTRICT	
Gross Land Area		508,724 S.F.	2.50 ACRES
Total Units Proposed		88	
Density Proposed per Gross Acre (DU/AC.)		35.26	
<b>PARKING SUMMARY</b>			
Parking			
Accessible Stalls - CBC 118-009.2.3.2	2%	2	5
Accessible Stalls - Van			1
Accessible EV Chargers - Van (EVSC)			1
Accessible EV Chargers - Van (EVSC)			1
<b>Total Proposed Parking Spaces</b>			
10' x 24' CAR TRASH ENCLOSURE PER THE CITY OF MENLO PARK STANDARDS			
Total Required SOBL	Per	1 SPACES PER 1 BED UNIT	1
		1.5 SPACES PER 2 & 3 BED UNIT	1.5
			42
			68
			111
<b>EV PARKING SUMMARY</b>			
EV Capable - 10% (EVC)			
			8
EV Ready - 25% (EVR)			
			22
EV Chargers - 5% (EVSC)			
			4
Accessible EV Chargers - Van (EVSC)			
			1
Accessible EV Chargers - Van (EVSC)			
			1
<b>Total</b>			
			51

- NOTES:**
1. LANDSCAPE AS SHOWN IS CONCEPTUAL FOR REFERENCE ONLY. SEE LANDSCAPE PLAN BY OTHERS FOR MORE INFORMATION.
  2. ALL FREESTANDING LIGHTING WILL NOT EXCEED 26 FEET IN HEIGHT.

**BICYCLE PARKING:**

SHORT TERM: 14 BICYCLE PARKING  
 LONG TERM: 88 BICYCLE PARKING IN UNIT STORAGE ON BALCONY

**AREAS:**

HARDSCAPE AREA: 83,024 S.F.  
 LANDSCAPE AREA: 33,700 S.F.



Sheridan Drive Apartments  
 Menlo Park, CA  
 September 9, 2024

Alliant Strategic Development  
 30000 Murray Road, Suite 101  
 Gainesville, GA 32602

**SITE PLAN & SITE SECTION**  
 A0.03

SDG Architect, Inc.  
 3351 Walnut Blvd, Suite 120  
 Berkeley, CA 94710  
 925.634.7000 | sdgarchitect.com



VIEW FROM SHERDIAN DRIVE ENTRY  
LOOKING EAST



VIEW FROM INTERIOR DRIVE AISLE  
LOOKING SOUTH TOWARDS FLOOD PARK



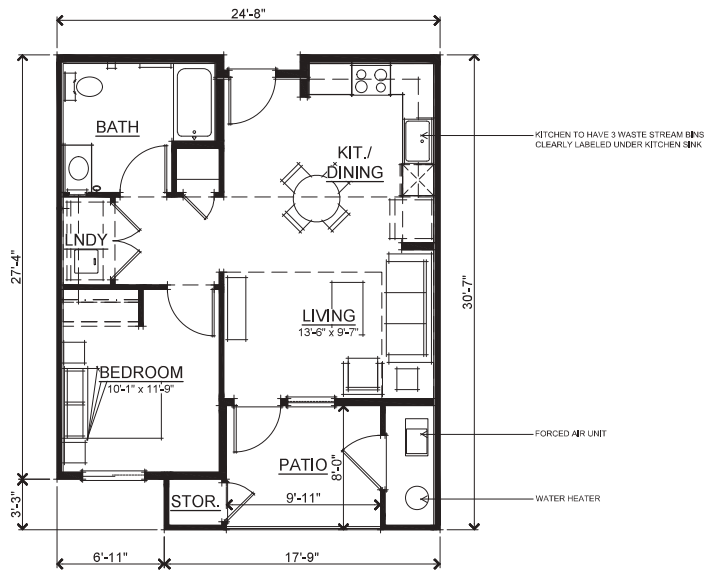
STREET SCENE  
A0.04

**Sheridan Drive Apartments**  
Menlo Park, CA  
September 9, 2024

**Alliant Strategic Development**  
36050 Mummi Road, Suite 101,  
Cupertino, CA 95132

SDG Architects, Inc.  
3301 Walnut Street, Suite 120  
Berkeley, CA 94710  
925.634.7000 | info@sdgarch.com





UNIT 1 SQUARE FOOTAGES	
TOTAL LIVING	600 SQ. FT.
PATIO	123 SQ. FT.



399.265 Sheridan Drive Apartments  
Menlo Park, CA  
September 9, 2024

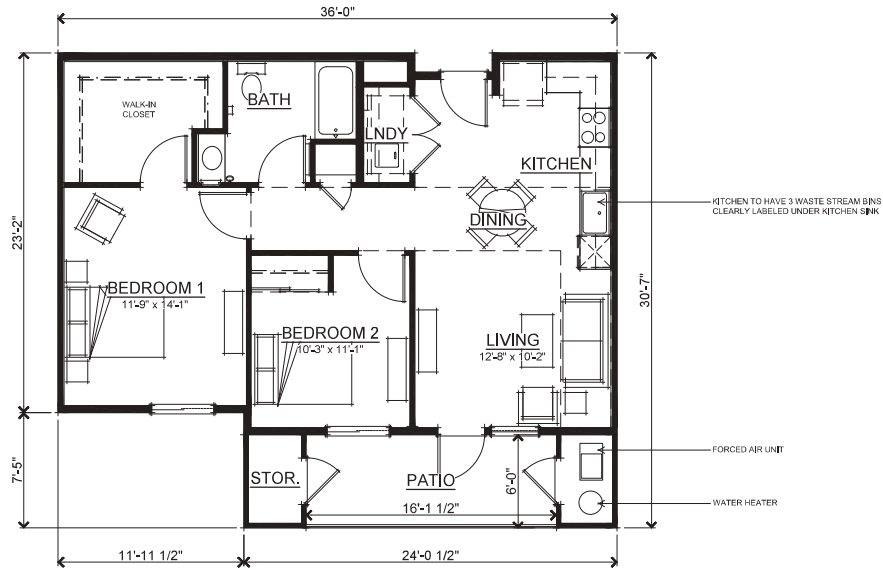
Alliant Strategic Development

26050 Mureau Road, Suite 101,  
Calabasas, CA 91302

1 BEDROOM UNIT - FLOOR PLAN  
A0.05

IDS Architect, Inc.  
3361 Highway 92 Suite 100  
Beverly Hills, CA 90212  
923.434.7000 | idsarchitectinc.com





UNIT 2A SQUARE FOOTAGES	
TOTAL LIVING	855 SQ. FT.
PATIO	144 SQ. FT.



399,265 Sheridan Drive Apartments  
Menlo Park, CA  
September 9, 2024

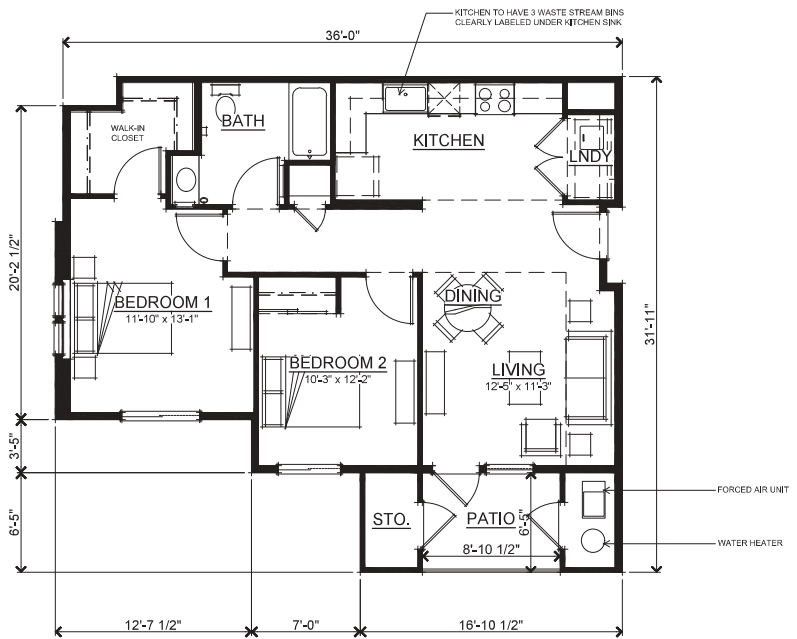
Alliant Strategic Development

26050 Mureau Road, Suite 101,  
Calabasas, CA 91302

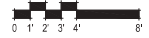
2 BEDROOM UNIT - TYPE 2A FLOOR PLAN  
A0.06

IDS Architects, Inc.  
3361 Highway 92 Suite 100  
Brentwood, CA 94512  
925.434.7000 | idsgarchitects.com





UNIT 2B SQUARE FOOTAGES	
TOTAL LIVING	860 SQ. FT.
PATIO	108 SQ. FT.

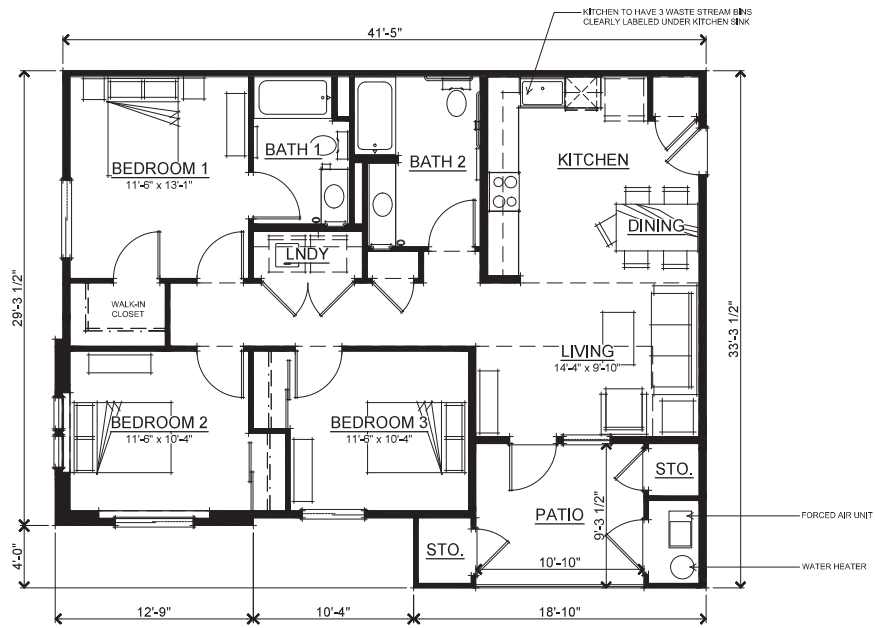


399,265 Sheridan Drive Apartments  
Menlo Park, CA  
September 9, 2024

2 BEDROOM UNIT - TYPE 2B FLOOR PLAN  
A0.07

Alliant Strategic Development  
26050 Mureau Road, Suite 101,  
Calabasas, CA 91302

IDS Architect, Inc.  
3361 Wawona Blvd, Suite 100  
Menlo Park, CA 94025  
925.434.7000 | idsgarchitect.com



UNIT 3 SQUARE FOOTAGES	
TOTAL LIVING	1118 SQ. FT.
PATIO	154 SQ. FT.



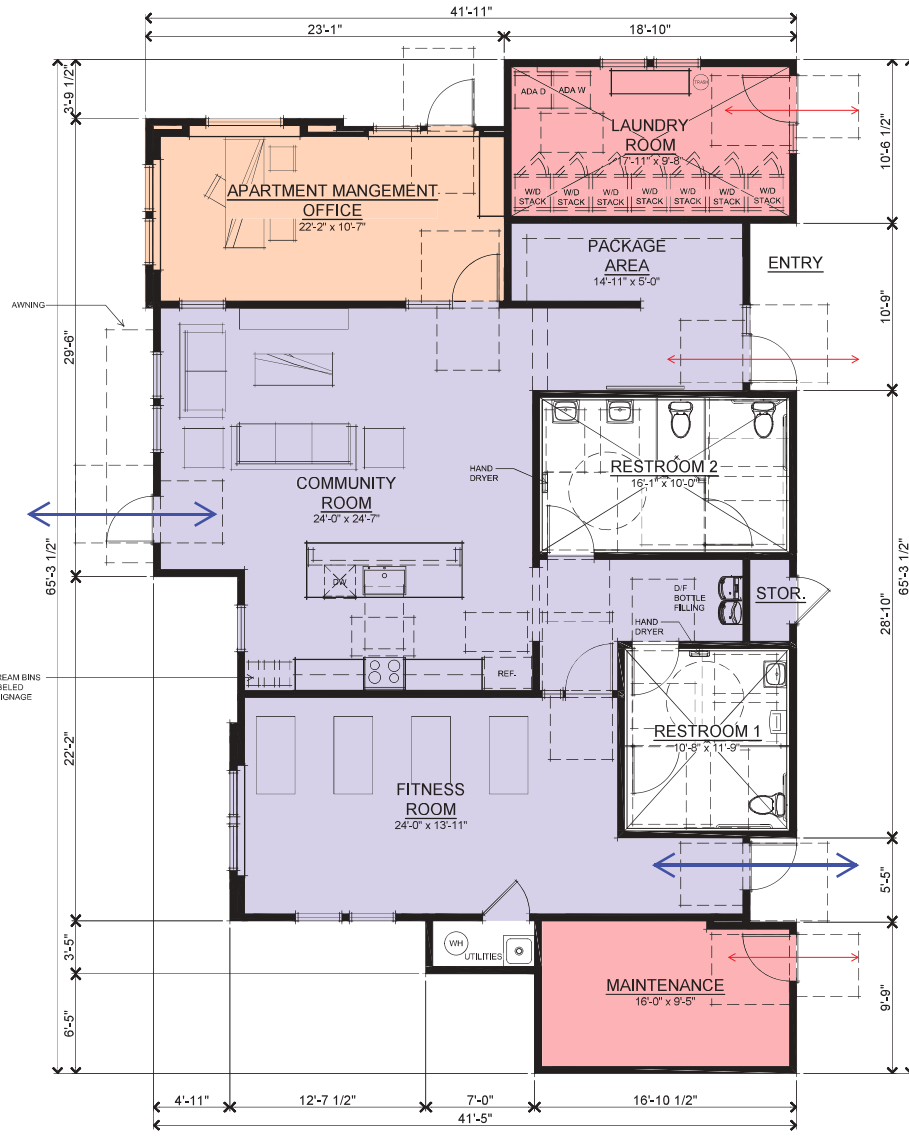
399.265 Sheridan Drive Apartments  
 Menlo Park, CA  
 September 9, 2024

Alliant Strategic Development

26050 Mureau Road, Suite 101,  
 Calabasas, CA 91302

3 BEDROOM UNIT - FLOOR PLAN  
 A0.08

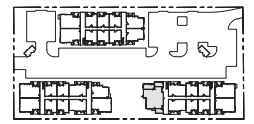




**LEED Floor Plan legend**

- Shared / Multi-Occupant spaces
- Individual / Single-occupant spaces
- Trash / Recycling area
- Janitor / Laundry Room
- Primary Entry / Exit
- Secondary Entry / Exit
- Emergency Exit only

COMMUNITY CENTER	
COMMUNITY ROOM	432 SQ. FT.
KITCHEN	145 SQ. FT.
PACKAGE AREA	164 SQ. FT.
FITNESS ROOM	408 SQ. FT.
HALLWAY	95 SQ. FT.
OFFICE	274 SQ. FT.
RESTROOM 1	139 SQ. FT.
RESTROOM 2	176 SQ. FT.
LAUNDRY ROOM	194 SQ. FT.
UTILITIES	26 SQ. FT.
MAINTENANCE	168 SQ. FT.
STORAGE	18 SQ. FT.
<b>TOTAL AREA</b>	<b>2239 SQ. FT.</b>



399,265 Sheridan Drive Apartments  
Menlo Park, CA  
September 9, 2024

Alliant Strategic Development  
26050 Mureau Road, Suite 101,  
Calabasas, CA 91302

APARTMENT COMMUNITY AREA - FLOOR PLAN  
A0.09

IDS Architect, Inc.  
3361 Walnut Street, Suite 100  
Brentwood, CA 94515  
925.454.7000 | idsgarchitect.com



**LEED Floor Plan legend**

- Shared / Multi-Occupant spaces
- Individual / Single-occupant spaces
- Trash / Recycling area
- Janitor / Laundry Room
- Primary Entry / Exit
- Secondary Entry / Exit
- Emergency Exit only



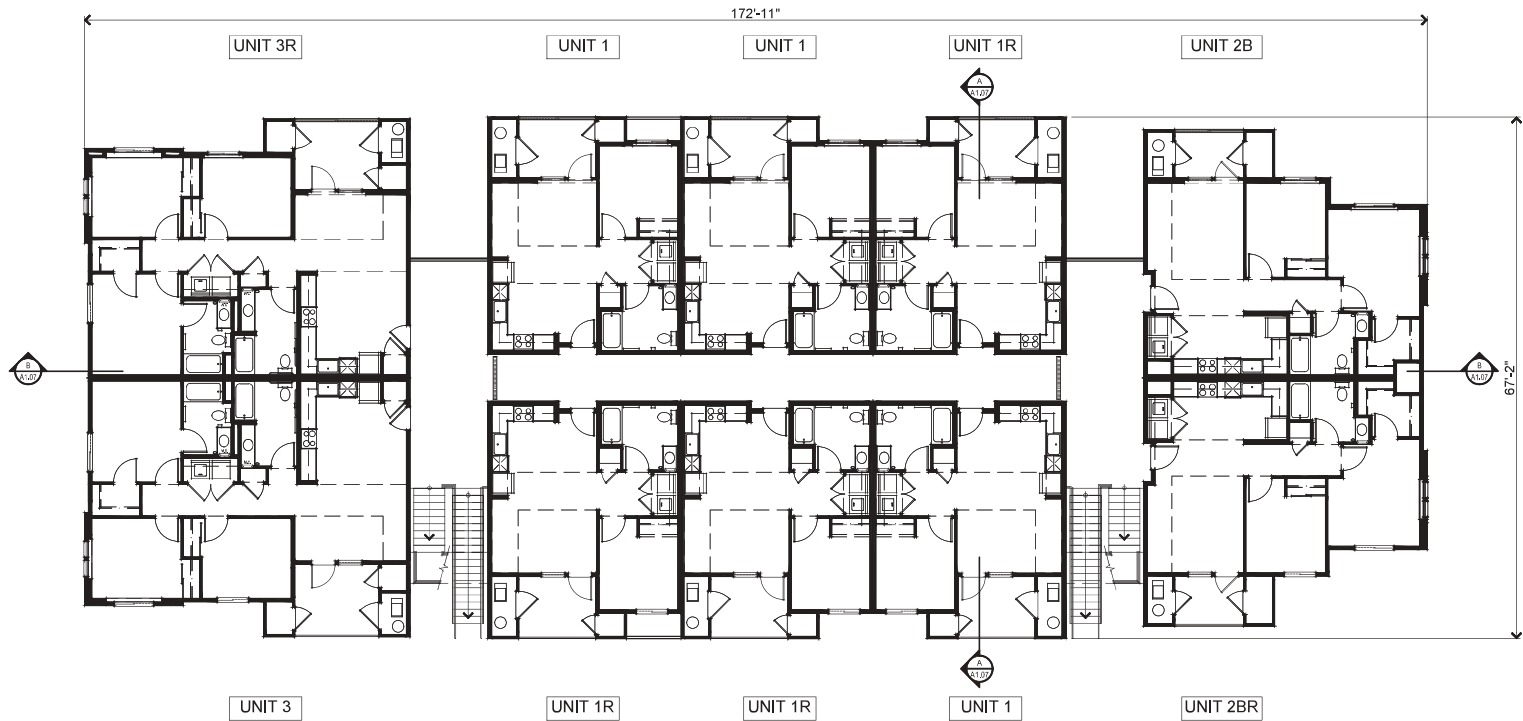
399,265 Sheridan Drive Apartments  
 Menlo Park, CA  
 September 9, 2024

**BUILDING 1 - FIRST FLOOR PLAN**  
 A1.01

Alliant Strategic Development  
 26050 Mureau Road, Suite 101,  
 Calabasas, CA 91302

IDS Architects, Inc.  
 3361 Wilson Blvd, Suite 100  
 San Francisco, CA 94118  
 415.434.7000 | [skj@idsarchitect.com](mailto:skj@idsarchitect.com)





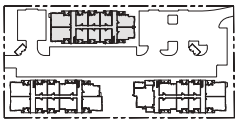
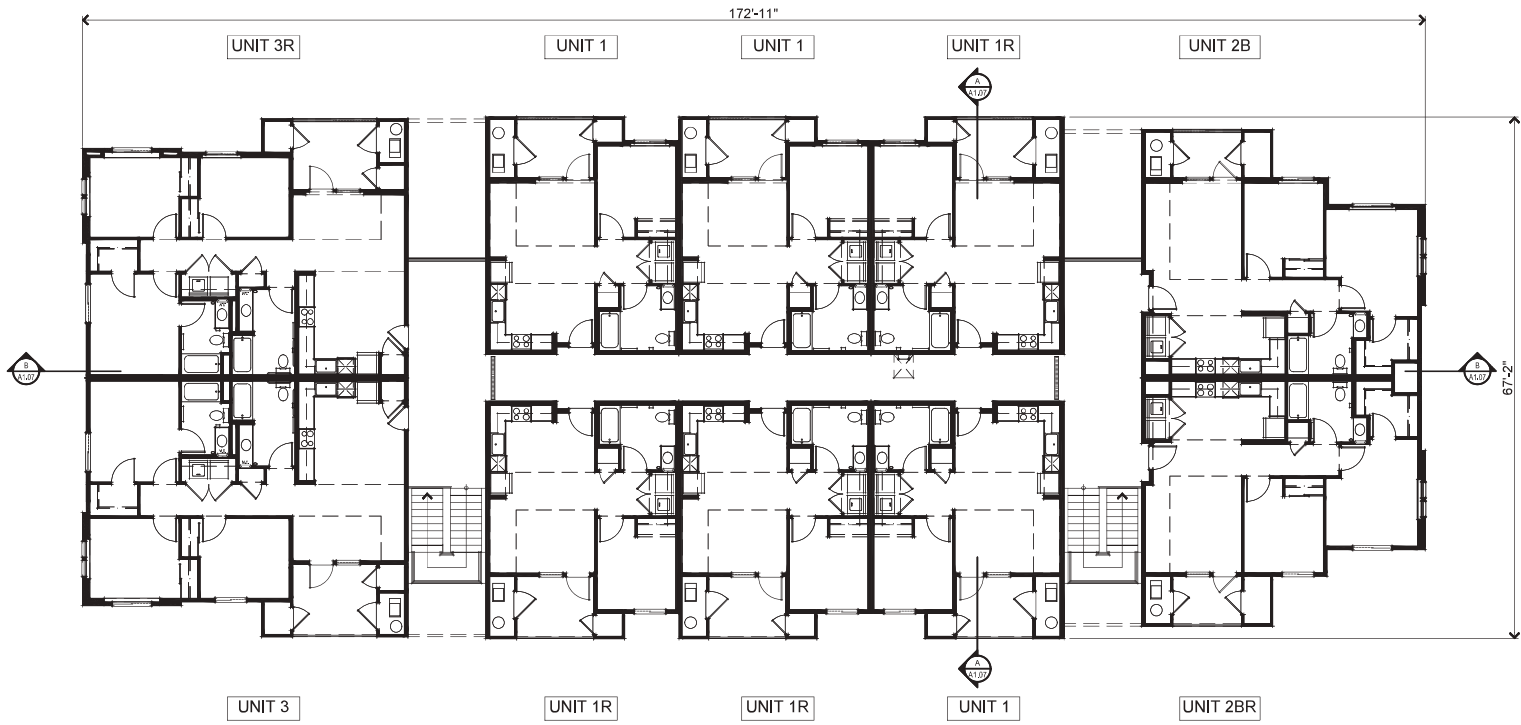
399.265 Sheridan Drive Apartments  
 Menlo Park, CA  
 September 9, 2024

BUILDING 1 - SECOND FLOOR PLAN  
 A1.02

Alliant Strategic Development  
 26050 Mureau Road, Suite 101,  
 Calabasas, CA 91302

IDS Architects, Inc.  
 3361 Wilbur Road, Suite 100  
 San Bruno, CA 94066  
 925.454.7000 | info@idsarch.com





399.265 Sheridan Drive Apartments  
 Menlo Park, CA  
 September 9, 2024

BUILDING 1 - THIRD FLOOR PLAN  
 A1.03

Alliant Strategic Development  
 26050 Mureau Road, Suite 101,  
 Calabasas, CA 91302

IDS Architects, Inc.  
 3361 Wilbur Road, Suite 100  
 San Bruno, CA 94515  
 925.454.7000 | skg@idsarch.com





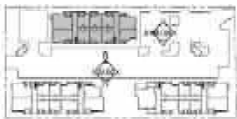
(A) EAST ELEVATION

FOR COLOR & MATERIALS  
SEE SHEET AA.06



(B) SOUTH ELEVATION (FRONT)

FOR COLOR & MATERIALS  
SEE SHEET AA.05



396-266 Sheridan Drive Apartments  
Menlo Park, CA  
September 9, 2024

Alliant Strategic Development  
30050 Murren Road, Suite 101,  
Culpeper, VA 21032

BUILDING 1 - EXTERIOR ELEVATIONS  
A1.04

SDG ARCHITECT, INC.  
3301 WILSON BLVD, SUITE 120  
BERKELEY, CA 94710  
925.634.7000 | info@sdgarch.com





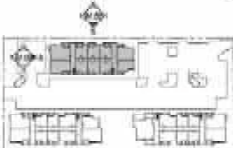
(A) WEST ELEVATION

FOR COLOR & MATERIALS  
SEE SHEET AA.06



(B) NORTH ELEVATION

FOR COLOR & MATERIALS  
SEE SHEET AA.06



396-265 Sheridan Drive Apartments  
Menlo Park, CA  
September 9, 2024

Alliant Strategic Development  
30050 Murren Road, Suite 101,  
Cupertino, CA 95132

BUILDING 1 - EXTERIOR ELEVATIONS  
A1.05

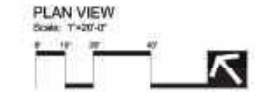
SDG ARCHITECT, INC.  
3301 Walnut Blvd, Suite 120  
Berkeley, CA 94710  
925.634.7000 | info@sdgarch.com





401-140 Shendan Drive Apartments  
Menlo Park, CA  
September 9, 2024

Alliant Strategic Development  
26500 Muirwood Road, Suite 100  
Culverton, CA 91302



Preliminary Landscape Plan  
L-1.2



## STAFF REPORT

### Housing Commission

**Meeting Date:** 11/6/2024  
**Staff Report Number:** 24-013-HC

**Regular Business:** Receive an update on Housing Element program H4.G to provide affordable housing on City-owned downtown parking lots, and provide input on the Request for Qualifications

### Recommendation

Staff recommends that the Housing Commission receive an update on Housing Element program H4.G and provide input on the Request for Qualifications (RFQ) considerations for affordable housing development on Parking Plazas 1, 2, and 3 for City Council consideration.

### Policy Issues

The development of affordable housing on City-owned downtown parking lots involves a few key policy considerations:

- Housing Element implementation: Program H4.G commits to developing 345 or more very low-income housing units on City-owned parking lots by 2027, making this project key for meeting the City's Regional Housing Needs Allocation (RHNA) of 2,946 units, of which 740 must be very low-income units;
- Surplus Land Act (SLA) compliance: The disposition of City-owned land must follow specific state requirements, subject to the availability of certain exemptions from the state process in particular circumstances; and
- Downtown vitality: Development on the City-owned lots must balance the creation of affordable housing with maintaining adequate public parking to support downtown businesses and visitors.

### Background

The City's 2023-2031 Housing Element identifies eight City-owned downtown parking lots as potential sites for affordable housing development. Program H4.G established a timeline that includes issuance of an RFP (or other solicitation process) for affordable housing development in 2024, with a goal of constructing the development by 2027.

On Aug. 27, 2024, staff presented a feasibility study to the City Council analyzing all eight parking lots. The staff report and feasibility study are included as Attachment A. The study recommended focusing initial development efforts on Parking Plazas 1, 2, and 3 due to the following factors:

- Combined development potential exceeding the 345-unit goal;
- Regular lot shapes and/or substantial lot areas;
- Limited easements and/or title constraints;
- Strong access to transit and surrounding streets; and
- Alignment with the El Camino Real/Downtown Specific Plan recommendations.

These three lots, all located north of Santa Cruz Avenue, offer the best combination of size, access, and minimal constraints. Together they could accommodate approximately 483 units at the Specific Plan bonus level of development, or potentially more through state density bonus law and/or provisions of the City's Affordable Housing Overlay (AHO).

The City Council directed staff to prepare an RFQ for the three parking lots and pursue a SLA exemption that would require the parcels to be developed within the development parameters described in the exemption, while ensuring the development of affordable housing at the very low-income level. The applicable SLA exemption requires that at least 80 percent of the land area be developed for residential uses, with at least 40 percent of units affordable to households at or below 60 percent of area median income (AMI). The exemption aligns well with the Housing Element goal of creating affordable units at the very low-income level (30 to 50 percent AMI).

### **Analysis**

Following Council direction, staff is developing a draft RFQ that will establish clear minimum requirements for any development on the parking plazas, while encouraging creative solutions from the development community. At a minimum, proposals will be required to include 345 or more very low-income housing units and replace some amount of public parking spaces removed from the surface lots. The selected developer or developers could propose to utilize any or all three of the parking plazas as long as the minimum number of affordable units and replacement public parking spaces are provided.

The RFQ will establish preferred qualifications for development teams and encourage creative solutions that maximize community benefits. Development teams should include:

- An affordable housing developer with experience and demonstrated success in developing projects of similar scale and complexity,
- An experienced affordable housing property management company,
- A community engagement professional with experience facilitating business and neighborhood outreach, and
- Team members with demonstrated experience in securing competitive funding sources.

Developers must also demonstrate the organizational and financial capacity to complete the project within the Housing Element timeline.

The RFQ will encourage proposals that incorporate the following elements:

- The maximum number of affordable units achievable through available density bonus provisions,
- The inclusion of units affordable to extremely low-income households (15 to 30 percent of AMI),
- Housing for special needs populations,
- Multi-bedroom units suitable for families,
- Integration of replacement public parking within the development,
- Sustainable design features and 100% electric buildings,
- Pocket parks and open spaces accessible to residents and the public, and
- Ground floor activation through ancillary commercial uses where feasible.

### **Next steps**

On Nov. 14, staff will host an informational meeting for downtown business and property owners to receive updates on this project along with other planned and ongoing downtown improvements. This meeting



represents an important step in engaging the business community, whose input will be valuable throughout the development process.

Tentatively, on Nov. 19, staff will present two items to the City Council for consideration. The first is a resolution declaring Parking Plazas 1, 2, and 3 as exempt surplus land under the SLA. This declaration, with supporting findings, has been reviewed by the California Department of Housing and Community Development (HCD) and is being finalized to address HCD's comments. The second item for the City Council's review and action will be authorization to issue the RFQ for affordable housing development on the selected parking plazas.

Pending City Council approval, staff anticipates releasing the RFQ in late November or early December 2024. The RFQ format will allow the City to evaluate developer qualifications and experience, and the total number and quality of responses, before determining the next steps in the disposition process.

A summary of the Housing Commission's feedback on the RFQ parameters will be incorporated into the staff report for the Nov. 19 City Council meeting for consideration by the City Council.

### **Impact on City Resources**

The implementation of this project will currently require staff time to prepare documents and manage the process, including the exempt surplus land declaration and RFQ; evaluate developer submissions; and conduct outreach and engagement. Additional consultant services may be needed for specialized aspects of the project, such as surveying work, parking analysis and technical studies. The City has initiated a parking management study in coordination with the Metropolitan Transportation Commission that will provide data about current parking utilization and future needs. More information on impacts to City resources will be provided as the process continues.

### **Environmental Review**

The release of an RFQ and declaration of exempt surplus land are not considered projects under the California Environmental Quality Act (CEQA). However, future development proposals that emerge from the disposition process may require environmental review. Future environmental review may be fully or partially covered by the Housing Element Update Subsequent Environmental Impact Report certified by the City Council on Jan. 31, 2023 through Resolution No. 6808. The exact level of environmental review will be determined based on the specific nature and scope of proposed developments.

### **Public Notice**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

### **Attachments**

- A. Hyperlink Aug. 27, 2024 City Council staff report and feasibility study:  
<https://menlopark.gov/files/sharedassets/public/v/1/agendas-and-minutes/city-council/2024-meetings/agendas/20240827/e1-20240827-cc-downtown-parking-lot-review.pdf>

Report prepared by:  
Tom Smith, Principal Planner

# Housing Commission work plan

Community Development Department  
701 Laurel Street, Menlo Park CA 94025  
Approved September 24, 2024



<b>Work plan goals</b>		
<p>1. Community engagement – Provide information and education related to tenant rights and tenant protections efforts and host and cohost local legal resources/presentations via the Housing Commission as part of expanding community engagement. This is to increase diversity of community participation and input. Have a minimum of two informational events, one every 6 months, at a Belle Haven location with multi-lingual inclusive events.</p> <p>2. Anti-Displacement – Review current guidelines and highlight areas to the City Council where, procedurally, there can be an emphasis on anti-displacement efforts. To work on anti-displacement efforts, especially focused on naturally occurring affordable housing. To provide current residents with displacement and relocation information to prevent evictions and displacement and try to monitor the number of households being displaced and to provide them information about resources in accordance with Program H2.E of the 2023-2031 Housing Element Update. Create a collection of displacement experiences to “personalize” the impacts of displacement.</p> <p>3. Focus on the development of affordable housing on public lands – this could include the development of affordable housing on downtown parking lots and following the development process including reviewing the request for qualifications (RFQ) and making recommendations, with the aim to exceed the targeted unit yields as outlined in Program H4.G of the 2023-2031 Housing Element Update and state requirements.</p>		
<b>Work plan history</b>		
Action	Date	Notes
Work plan recommended	September 4, 2024	Commission approved
Work plan recommended	September 24, 2024	City Council approved