



**SPECIAL AND REGULAR MEETING AGENDA**

**Date:** 7/26/2022  
**Time:** 5:00 p.m.  
**Location:** [Zoom.us/join](https://zoom.us/join) – ID# 831 3316 9409

**NOVEL CORONAVIRUS, COVID-19, EMERGENCY ADVISORY NOTICE**

Consistent with Government Code section 54953(e), and in light of the declared state of emergency, and maximize public safety while still maintaining transparency and public access, members of the public can listen to the meeting and participate using the following methods.

How to participate in the meeting

- Submit a written comment online up to 1-hour before the meeting start time:  
[city.council@menlopark.org](mailto:city.council@menlopark.org)  
Please include the agenda item number you are commenting on.
- Access the meeting real-time online at:  
[Zoom.us/join](https://zoom.us/join) – Meeting ID 831 3316 9409
- Access the meeting real-time via telephone at:  
(669) 900-6833  
Meeting ID 831 3316 9409  
Press \*9 to raise hand to speak
- Watch meeting:
  - Cable television subscriber in Menlo Park, East Palo Alto, Atherton, and Palo Alto:  
Channel 26

Note: City Council closed sessions are not broadcast online or on television and public participation is limited to the beginning of closed session.

Subject to Change: Given the current public health emergency and the rapidly evolving federal, state, county and local orders, 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's website [www.menlopark.org](http://www.menlopark.org). 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.org/agenda](http://menlopark.org/agenda)).

According to City Council policy, all meetings of the City Council are to end by midnight unless there is a super majority vote taken by 11:00 p.m. to extend the meeting and identify the items to be considered after 11:00 p.m.

## **Special Session**

- A. Call To Order**
- B. Roll Call**
- C. Agenda Review**

## **Closed Session**

- D. Closed Session**

Public Comment on these items will be taken before adjourning to Closed Session

- D1. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION  
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9 of the Government Code: (one potential case)

## **Regular Session**

- E. Report from Closed Session**

- F. Presentations and Proclamations**

- F1. Proclamation: July as Parks and Recreation Month ([Attachment](#))
- F2. Recognition: RethinkWaste Trash-to-Art Contest ([Attachment](#))

- G. Public Comment**

Under “Public Comment,” the public may address the City Council on any subject not listed on the agenda. Each speaker may address the City Council once under public comment for a limit of three minutes. Please clearly state your name and address or political jurisdiction in which you live. The City Council cannot act on items not listed on the agenda and, therefore, the City Council cannot respond to non-agenda issues brought up under public comment other than to provide general information.

- H. Advisory Body Member Reports**

- H1. Receive and file Environmental Quality Commission progress report ([Staff Report #22-147-CC](#))

- I. Consent Calendar**

- I1. Accept the City Council meeting minutes for June 28 and July 12, 2022 ([Attachment](#))
- I2. Adopt a resolution to continue conducting the City’s Council and advisory body meetings remotely due to health and safety concerns for the public and to authorize the use of hybrid meetings ([Staff Report #22-140-CC](#))

- I3. Authorize the city manager to enter into master professional agreements with Cotton, Shires and Associates, Inc. and Ninyo & Moore Consulting Geotechnical and Civil Engineer ([Staff Report #22-139-CC](#))
- I4. Adopt a resolution approving an exception to the 180-day waiting period to hire a CalPERS retired annuitant in accordance with Government Code Sections 7522.56 and 21224 ([Staff Report #22-141-CC](#))
- I5. Authorize the city manager to enter into agreements with Aqua-Metric Sales Company and Sensus USA Inc. for the automated water meter infrastructure project ([Staff Report #22-143-CC](#))
- I6. Adopt a resolution to reduce the posted speed limit in school zones consistent with the California Vehicle Code ([Staff Report #22-146-CC](#))

#### **J. Public Hearing**

- J1. Receive the Elections Code Section 9212 report regarding the proposed initiative measure entitled “A Citizen-Sponsored Initiative Measure to Amend the Land Use Element of the General Plan to Prohibit the City Council of the City of Menlo Park from Re-Designating or Re-Zoning Certain Properties Designated and Zoned for Single Family Detached Homes” ([Staff Report #22-148-CC](#))
- J2. Determination of action, pursuant to Elections Code Section 9215, regarding the proposed initiative measure entitled “A Citizen-Sponsored Initiative Measure to Amend the Land Use Element of the General Plan to Prohibit the City Council of the City of Menlo Park from Re-Designating or Re-Zoning Certain Properties Designated and Zoned for Single Family Detached Homes” ([Staff Report #22-142-CC](#))
- J3. Consider and adopt a resolution approving a revision to a previously approved vesting tentative map to change the expiration date of the map associated with the mixed-use development project located at 706-716 Santa Cruz Avenue ([Staff Report #22-149-CC](#))

#### **K. Regular Business**

- K1. Authorize the city manager to execute an amendment to the professional services agreement with Team Sheeper, Inc. for continued operation of Burgess Pool through August 31, 2023 ([Staff Report #22-144-CC](#))
- K2. Waive the first reading and introduce an ordinance adding Chapter 8.70 creating a process for obtaining film permits ([Staff Report #22-145-CC](#))

#### **L. Informational Items**

- L1. City Council agenda topics: August 2022 ([Staff Report #22-150-CC](#))

#### **M. Adjournment**

#### **N. City Councilmember Reports**

## Closed Session

### O. Closed Session

#### O1. Closed Session Pursuant To Government Code Section 54956.95:

##### (1) LIABILITY CLAIM

Claimant: Richard Struckman

Agency claimed against: City of Menlo Park

##### (2) LIABILITY CLAIM

Claimant: Richard Struckman

Agency claimed against: City of Menlo Park

## Regular Session

### P. Report from Closed Session

### Q. Adjournment

At every regular meeting of the City Council, in addition to the public comment period where the public shall have the right to address the City Council on any matters of public interest not listed on the agenda, members of the public have the right to directly address the Council on any item listed on the agenda at a time designated by the chair, either before or during the City Council's consideration of the item.

At every special meeting of the City Council, members of the public have the right to directly address the City Council 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 City Council 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.org](mailto:jaherren@menlopark.org). Persons with disabilities, who require auxiliary aids or services in attending or participating in City Council meetings, may call the City Clerk's Office at 650-330-6620.

Agendas are posted in accordance with Government Code Section 54954.2(a) or Section 54956. Members of the public can view electronic agendas and staff reports by accessing the City website at [menlopark.org/agenda](http://menlopark.org/agenda) and can receive email notification of agenda and staff report postings by subscribing to the "Notify Me" service at [menlopark.org/notifyme](http://menlopark.org/notifyme). Agendas and staff reports may also be obtained by contacting City Clerk at 650-330-6620. (Posted: 07/21/2022)

# PARKS AND RECREATION MONTH JULY 2022

WHEREAS, parks and recreation are an integral part of communities throughout this country, including the City of Menlo Park; and

WHEREAS, parks and recreation promote health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS, parks and recreation promote time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimers; and

WHEREAS, parks and recreation encourage physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS, park and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

WHEREAS, parks and recreation increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation are fundamental to the environmental well-being of our community; and

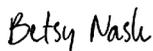
WHEREAS, parks and recreation are essential and adaptable infrastructure that help our communities be resilient in the face of natural disasters and climate change; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, the City of Menlo Park recognizes the benefits derived from parks and recreation resources

**NOW, THEREFORE, BE IT PROCLAIMED** I, Betsy Nash, Mayor of the City of Menlo Park, hereby proclaim that July is recognized as Park and Recreation Month in the City of Menlo Park.

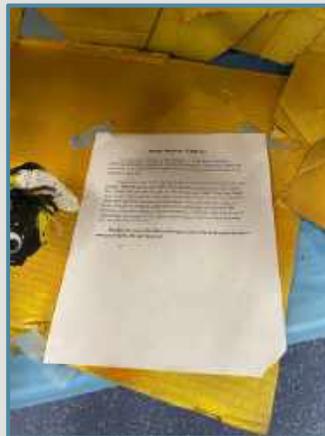
DocuSigned by:  
  
415F4B216DBF480...  
Betsy Nash, Mayor  
July 26, 2022



# RETHINKWASTE TRASH-TO-ART CONTEST

## 1<sup>ST</sup> PLACE: MS. WHITELEY'S 4<sup>TH</sup> GRADE CLASS, LAUREL SCHOOL

“HONEY WORLD”





## STAFF REPORT

### City Council

**Meeting Date:** 7/26/2022  
**Staff Report Number:** 22-147-CC

**Advisory body reports:** Receive and file Environmental Quality Commission progress report

### Recommendation

This report provides updates to accompany Chair Kabat's presentation (Attachment A) on progress toward the goals outlined in the Environmental Quality Commission work plan (Attachment B) and information about subcommittee members and objectives.

### Policy Issues

The Environmental Quality Commission (Commission) is charged primarily with advising the City Council on matters involving environmental protection, improvement and sustainability. This includes initiatives related to the adopted Climate Action Plan (CAP) to reduce greenhouse gas emissions (GHGs), upholding or denying appeals for heritage tree removals, and discussing various environmental issues that arise from subcommittees, regional groups and/or members of the public.

City Council Policy CC-22-004 (Attachment C) was adopted in March 2019 and outlines the procedures, roles and responsibilities of the City Council-appointed advisory bodies, including the responsibility to provide periodic progress reports to City Council.

### Background

Commission meetings are held on every third Wednesday of the month. Since the start of the COVID-19 pandemic, meetings have been held virtually beginning at 6 p.m. using Zoom remote meeting software.

The last update from the Commission to the City Council was November 16, 2021, where the City Council received the report, approved the work plan (Attachment B) and directed staff to engage with stakeholders and return for a study session discussing an ordinance banning gas powered leaf blowers. This update covers December 2021 through June 2022.

In April 2022, three new Commissioners, Nancy Hedley, Jeffrey Lin and Jeffery Schmidt, were appointed to the Commission. In May 2022, the Commission selected Commissioner Tom Kabat as Chair and Commissioner Nancy Hedley as Vice Chair. Chair Kabat will be presenting the Commission's progress to the City Council at the public meeting. The Chair and Vice Chair also meet each month to set the agenda.

As identified in the work plan approved by the City Council in November 2021, the Commission's priorities are listed in the following table.

Table 1: Commission work plan priorities	
Priority number	Description
1	<p>CAP – Continue to recommend/advise on implementation of the City’s adopted 2030 CAP initiatives to achieve or surpass the City’s GHG reduction target, which includes:</p> <ul style="list-style-type: none"> <li>• Adoption of an existing building electrification policy (Action #1)</li> <li>• Promotion of City goals for increasing electric vehicles (EVs) and decreasing gasoline sales (Action #2)</li> <li>• Implementation of a program or policy to expand access to EV charging for multi-family and commercial properties (Action #3)                             <ul style="list-style-type: none"> <li>• Reduction of vehicle miles traveled (VMT) by 25% or an amount recommended by the Complete Streets Commission (Action #4)</li> <li>• Elimination of fossil fuels from municipal operations, including fleet vehicles, gardening equipment, furnaces, water heaters, pool heaters, etc. (Action #5)</li> </ul> </li> <li>• Development of a climate adaptation plan to protect the community from sea level rise and flooding (Action #6)</li> </ul>
2	<p>Urban Canopy Preservation – Continue to recommend/advise development of a comprehensive urban canopy strategy for Menlo Park, which includes monitoring the effectiveness of the City’s Heritage Tree Ordinance, hearing heritage tree appeals and consider establishing an urban canopy inventory.</p>
3	<p>Green and Sustainable Initiatives – Support sustainability initiatives, as needs arise, which may include but not be limited to habitat protection, healthy ecology, environmental health protection, healthy air, surface water runoff quality, water conservation and waste reduction.</p>
4	<p>Gas Powered Leaf Blower Ordinance – Recommend/advise City Council on a gas-powered leaf blower ordinance.</p>

**Analysis**

Highlights since the last update to City Council in November 2021 are listed in the table below. Links to meeting agendas and minutes for each meeting can be found in the Agendas and Minutes section of the Commission webpage (Attachment E.)



Table 2: Commission meeting activity summary		
Meeting date	Topic	Action
December 15, 2021	Invitation to join ICLEI150 and “the Race to Zero”	Recommended City join “the Race to Zero”
January 19, 2022	Meeting canceled	None
February 16, 2022	EV charging match incentive	Received presentation and with split vote on the motion did not take an action to recommend a rebate matching Peninsula Clean Energy’s EV charging incentive for existing multi-unit properties
March 16, 2022	Choose and recommend reach code option	Supported advancement of staff’s recommendation to City Council to adopt reach codes for new and existing construction, and recommended additional measures for existing buildings (see Chair presentation Attachment A and meeting minutes for full details.)
April 20, 2022	Meeting canceled	None
May 18, 2022	1. Selection of Chair and Vice Chair 2. Public Urban Tree Canopy Preservation Implementation Presentation	1. Selected Tom Kabat as Chair and Nancy Hedley as Vice Chair 2. Received informational presentation from city arborist and public works management analyst
June 15, 2022	1. Selection and appointments to subcommittees 2. Review of Chair’s quarterly report to City Council	1. Disband Gas Powered Leaf Blower Subcommittee and select commissioners to remaining subcommittees (see Attachment C for subcommittee descriptions and members) 2. Received Chair draft presentation and provided input for changes

To advance work in priority areas the Commission forms subcommittees to enable interested Commissioners to collaborate more directly with each other, subject matter experts and members of the public. In June 2022, the Commission reviewed, refined and appointed new members to subcommittees. The Gas Powered Leaf Blower Subcommittee was disbanded, as the City Council directed staff to develop a policy and staff are working to bring forward a study session item in the next few months. A table outlining the subcommittees with descriptions, members, and related CAP focus is included as Attachment D.

In discussing the quarterly report to the City Council, the Commission indicated reach codes for building electrification as a top priority and noted preliminary coordination with third party groups to discuss an Urban Tree Canopy master plan was underway.

**Impact on City Resources**

Staff time to support the Commission is included in the city’s baseline operations. Staff meet with the Chair and Vice Chair monthly to prepare agendas that require posting on the city’s website and physical locations. In addition, staff prepare draft and final meeting minutes on behalf of the Commission, and coordinate and facilitate communications between commissioners and/or the public based on requirements of the Brown Act. Staff also respond to questions and serve as an educational point of contact on city process and operations as it relates to the Commission and related subcommittee’s work plan.

### **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 will not result in any direct or indirect physical change in the environment.

### **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. Chair's progress report presentation
- B. Commission work plan 2021-2022
- C. City Council Policy CC-22-004
- D. Commission subcommittee table
- E. Hyperlink – Commission webpage: [beta.menlopark.org/Government/Commissions-and-committees/Environmental-Quality-Commission](https://beta.menlopark.org/Government/Commissions-and-committees/Environmental-Quality-Commission)

Report prepared by:

Ori Paz, Management Analyst II

Report reviewed by:

Rebecca Lucky, Sustainability Manager



# Environmental Quality Commission

Quarterly Update July 2022 from EQC Chair Tom Kabat

# AGENDA

Review EQC Activities  
Community Concerns  
Looking Forward

# Environmental quality Commission

## Mission

Advise City Council on matters involving environmental protection, improvement and sustainability

### **Commissioners:**

Angela Evans  
Leah Elkins  
Tom Kabat  
Janelle London  
**Nancy Larocca Hedley (new)**  
**Jeffery Lin (new)**  
**Jeff Schmidt (new)**

### **Thanks and farewell to:**

Deborah Martin  
James Payne  
Josie Gaillard  
Ryann Price

## Climate Science update

- ▶ IPCC Scientists, and International Energy Agency agree: Current fossil fueled machinery's normal lifetime emissions push 2 degree C limit.
- ▶ There is no more climate space (below 2 degrees) for newly installed fossil fueled equipment.
- ▶ We have used up all the waiting time
- ▶ Now we are now deep into in the action time.

## Implications for cities

- ▶ Society must pivot to electric alternatives at time of A) new construction, B) at time of additions and C) at replacement to hold at 2 degrees.
- ▶ We would need to replace before burnout to stay under 2 degrees.
- ▶ We also need other viable intervention points.
- ▶ Almost all CAPs and equivalent policies are not keeping up with the evolving science of climate change.

Examples are sequencing added steps into a plan ahead of taking action with any segment.

## Menlo Park

- ▶ Menlo Park's CAP closed the ambition gap
  - ▶ (The goal is science based, in proportion with holding to 1.5 degree rise)
- ▶ Menlo Park still has
  - ▶ an action gap and
  - ▶ an achievement gap
  - ▶ (gaps in the policy actions and community achievements needed to stay on track to meet the science-based targets.)





# Review EQC Activities

## Review of EQC Activities

- ▶ Climate Action Goal Set
  - ▶ Net zero by 2030 (90% emission reduction, 10% sequestration )
- ▶ Climate Action Plan
  - ▶ First year FY 2020-2021 activities are ongoing, but more are needed.
  - ▶ City Council recommended public outreach ahead of additional actions on existing buildings. (CAP 1)
  - ▶ EQC members have been doing some outreach (electrification workshops, Earth Day events, etc.)

# Climate Action Plan overview

CAP Action	Description	Lead (Division and position)
No. 1 - Convert 95% of existing buildings to all-electric by 2030	Draft reach codes and provide incentives	Sustainability- Sustainability Manager Building Division- Assistant Community Development Director
No. 2 - Increasing EV sales to 100% by 2025 and decreasing gasoline sales 10% each year	Defer implementation to the Beyond Gas Initiative (BGI)	BGI under Joint Venture Silicon Valley
No. 3 - Expand access to EV charging for MF and commercial	Promote state and regional charging incentives	Sustainability - Sustainability Manager
No. 4 - Reduce vehicle miles traveled (VMT) by 25% or amount set by CSC	Manage SB2 Housing Grant, complete TMA feasibility study and implement VMT guidelines	Planning and Transportation Divisions
No. 5 - Eliminate the use of fossil fuels from municipal operations	Electrify City facilities, convert fleet, reduce employee commute emissions	Sustainability - Management Analyst II
No. 6 - Develop a climate adaption plan for sea level rise and flooding protection	Continue work with regional partners and City SAFER Bay grant application	Two proposed FY22-23 FTEs Sustainability (long-range planning and outreach) and Engineering for SLR protection (design)

## Review of EQC Activities (Continued)

- ▶ Commissioner Evans assisting developing with city's low income housing electrification project
- ▶ Commissioner London assisting with Beyond Gasoline Initiative
- ▶ California and other states are adopting building codes to encourage or require electrification like Menlo Park's 2019 Reach Code, but more local action is needed to demonstrate new and better methods of accelerating progress
- ▶ Commissioner Schmidt assisting with coordination of preliminary discussions about an urban tree canopy master plan

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## Partnering with Leaders

- ▶ Recommend that Menlo Park join ICLEI Race to Zero, while maintaining the 2030 carbon neutral goal and further recommend the City Council requests creating a subgroup of cities that have a 2030 carbon neutral goal. (ICLEI has now created the subgroup)

# Building Reach Code Recommendations

Recommend proposed new construction reach codes and existing building electrification measures with additional advice to:

- (1) consider returning to City Council for additional existing building electrification measures after the Bay Area Reach Codes Initiative releases existing building options and the City considers support services packages, such as available financial programs and/or a public private partnership with BlocPower and
- (2) the following specific measures are added to the proposed existing building measures:
  - (a) in-lieu fee added to any exceptions provided for both new and existing buildings,
  - (b) parking lot alterations require electric vehicle (EV) charging,
  - (c) require 100 percent EV charging equipment installed for new construction,
  - (d) streamline permit processes,
  - (e) consider hardship exemptions,
  - (f) alteration or addition larger than 200 square feet require full building electrification,
  - (g) consider a replace-at-end-of-life requirement with implementation occurring at a future date, e.g. 2 years after adoption)
  - (h) consider a long lasting ordinance versus every three-year adoption cycle (e.g. health and safety ordinance)

## Important Action for 2022

- ▶ Adoption of Electrification Reach Codes to pursue CAP Action 1
  - ▶ (Electrification of 90% of buildings by 2030) Including existing
- ▶ New Construction Reach Codes are needed again
  - ▶ Without costly exemptions that create expensive retrofit situations
- ▶ Reach Codes are needed for remodels, additions etc.
- ▶ Reach Codes are needed to prevent costly installation of fossil fired replacement equipment and one-way air conditioners where electric alternatives are affordable.
- ▶ In lieu fees may assist applicants with difficult situations



# Community Concerns



# Public Comments Voiced to EQC

- ▶ Climate change
  - ▶ High level of urgency
  - ▶ Concerns regarding climate equity, climate action equity and affordability
  - ▶ Accelerated progress on CAP is needed to meet science-based goals
- ▶ Inclusion of volunteers outside of commissioners to address climate action in Menlo Park
  - ▶ Desire of citizens to volunteer for assisting the city with climate preservation.
  - ▶ There is a Friends of the Library volunteer group, is it a model for other efforts?
  - ▶ Citizens organized the “We Love Earth Festival” on 4/16/22
- ▶ Concerns regarding gas powered leaf blowers
- ▶ Interest in dine-in establishments using reusable food-ware
- ▶ Heritage Trees and urban canopy



# Looking Forward

## Looking Forward

- ▶ Urgency of Climate Change & Community Engagement
  - ▶ Role of the EQC and commissioners to further education and CAP goals
  - ▶ Update of CAP going beyond the six first year actions of 2020
  - ▶ Consider recommendations regarding CAP items 1, 2, 4, and 6



THANK YOU



## Commission work plan guidelines

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- Step 1** Review purpose of Commission as defined by Menlo Park City Council Policy 3-13-01.
- Step 2** Develop a mission statement that reflects that purpose.
- Step 3** Discuss and outline any priorities established by City Council.
- Step 4** Brainstorm goals, projects, or priorities of the Commission and determine the following:
- A. Identify priorities, goals, projects, ideas, etc.
  - B. Determine benefit, if project or item is completed
  - C. Is it mandated by State or local law or by City Council direction?
  - D. Would the task or item require a policy change at City Council level?
  - E. Resources needed for completion? (Support staff, creation of subcommittees, etc.)
  - F. Completion time? (1-year, 2-year, or longer term?)
  - G. Measurement criteria? (How will you know you are on track? Is it effective? Etc.)
- Step 5** Prioritize projects from urgent to low priority.
- Step 6** Prepare final work plan for submission to City Council for review and approval in the following order:
- Work plan cover sheet, listing of members, priority list, work plan worksheet – Steps 1 through 8.
- Step 7** Use your “approved” work plan throughout the term of the plan as a guide to focus in on the work at hand.
- Step 8** Report out on work plan priorities to the City Council, which should include:
- A. List of “approved” priorities or goals
  - B. Status of each item, including any additional resources required in order to complete
  - C. If an item that was on the list is not finished, then indicate why it didn’t occur and list out any additional time and/or resources that will be needed in order to complete



## Environmental Quality Commission

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### *Mission Statement*

The Environmental Quality Commission (EQC) is committed to helping the City of Menlo Park to be a leading sustainable city 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 environmental protection, environmental improvement, sustainability and climate change.

Environmental Quality Commission  
Work Plan for 2021-2022



**Environmental Quality Commission  
2021-2022**

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**Commission members listing**

Commissioner (Chair) Ryann Price

Commissioner (Vice Chair) Janelle London

Commissioner Leah Elkins

Commissioner Josie Gaillard

Commissioner Tom Kabat

Commissioner Deborah Martin

Commissioner James Payne



## Environmental Commission Priority List

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The Environmental Quality Commission has identified the following priorities during 2021-2022:

1.	<p><b>Climate Action Plan (CAP)</b> – Continue to recommend/advise on implementation of the City’s adopted 2030 Climate Action Plan initiatives to achieve or surpass the City’s greenhouse gas (GHG) reduction target, which includes:</p> <ul style="list-style-type: none"> <li>• Adoption of an existing building electrification policy (Action #1)</li> <li>• Promotion of City goals for increasing EVs and decreasing gasoline sales (Action #2)</li> <li>• Implementation of a program or policy to expand access to EV charging for multi-family and commercial properties (Action #3)</li> <li>• Reduction of vehicle miles traveled (VMT) by 25% or an amount recommended by the Complete Streets Commission (Action #4)</li> <li>• Elimination of fossil fuels from municipal operations, including fleet vehicles, gardening equipment, furnaces, water heaters, pool heaters, etc. (Action #5)</li> <li>• Development of a climate adaptation plan to protect the community from sea level rise and flooding (Action #6)</li> </ul>
2.	<p><b>Urban Canopy Preservation</b> – Continue to recommend/advise development of a comprehensive urban canopy strategy for Menlo Park, which includes monitoring the effectiveness of the City’s Heritage Tree Ordinance, hearing heritage tree appeals and consider establishing an urban canopy inventory.</p>
3.	<p><b>Green and Sustainable Initiatives</b> – Support sustainability initiatives, as needs arise, which may include but not be limited to habitat protection, healthy ecology, environmental health protection, healthy air, surface water runoff quality, water conservation and waste reduction.</p>
4.	<p><b>Gas Powered Leaf Blower Ordinance-</b> Recommend/advise City Council on a gas-powered leaf blower ordinance.</p>





## Environmental Quality Commission Work Plan

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### Step 1

<p>Review purpose of Commission as defined by Menlo Park City Council Policy 3-13-01</p>	<p>The Environmental Quality Commission is charged with advising the City Council on the following matters:</p> <ul style="list-style-type: none"> <li>• Mitigating climate change by reducing community-wide greenhouse gas emissions to zero as rapidly as possible and inspiring other cities to follow,</li> <li>• Preparing the community for the effects of climate change, especially the threat of sea level rise, flooding and drought,</li> <li>• Preserving heritage trees, maintaining the urban canopy, making determinations on appeals of heritage tree removal permits and organizing an annual Arbor Day tree planting event,</li> <li>• Advising on programs and policies related to all other areas of environmental sustainability, including protection of natural areas, recycling and solid waste reduction, environmentally sustainable practices, air and water pollution prevention, and water and energy conservation.</li> </ul>
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### Step 2

<p>Develop or review a mission statement that reflects that purpose</p>	<p>The Environmental Quality Commission (EQC) is committed to helping the City of Menlo Park to be a leading sustainable city 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 environmental protection, environmental improvement, sustainability and climate change.</p>
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### Step 3

<p>Discuss any priorities already established by City Council</p>	<ul style="list-style-type: none"> <li>• Make gains on our Climate Action Plan</li> </ul>
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**Step 4** \*The goals and priorities identified below are not listed in order of magnitude.

*Brainstorm goals, projects or priorities of the Commission	Benefit, if completed	Mandated by State/local law or by City Council direction?	Required policy change at City Council level?	Resources needed for completion? Staff or creation of subcommittees?	Estimated completion time	Measurement criteria How will we know how we are doing?
<p><b>Climate Action Plan (CAP) –</b> Continue to recommend/advise on implementation of the City’s adopted 2030 Climate Action Plan initiatives to achieve or surpass the City’s greenhouse gas (GHG) reduction target, which includes:</p> <ul style="list-style-type: none"> <li>• Action #1: Review and recommend/advise on a policy to phase out the use of fossil fuels of existing buildings</li> <li>• Action #2: Advise on whether to work with BGI for promoting citywide goals of increasing EVs and decreasing gasoline sales</li> <li>• Action #3: Review and recommend/advise on policies and programs to increase access to EV charging for multi family and commercial properties</li> <li>• Action #4: Recommend that Council request CAP action #4 be included on Complete Streets</li> </ul>	<ul style="list-style-type: none"> <li>• Other cities inspired to join us in adopting bold climate action, as happened with City’s all-electric Reach Code</li> <li>• Reduced GHG emissions</li> <li>• Reduced air pollution</li> <li>• Reduced traffic congestion</li> <li>• Improved public health</li> <li>• Increased community engagement for emissions reductions</li> <li>• Reduced risk of stranding fossil fuel assets</li> <li>• Increased equity and environmental justice</li> <li>• Increased preparedness for sea level rise and other climate threats</li> <li>• Demonstrated environmental leadership</li> <li>• Improved transparency on city goals and activities to meet GHG targets</li> </ul>	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<ul style="list-style-type: none"> <li>• Subcommittees</li> <li>• Possible partnerships with organizations, businesses, other commissions</li> <li>• Staff time</li> <li>• Consultants/contractors</li> </ul>	<p>2 years</p>	<ol style="list-style-type: none"> <li>1. City reports progress on CAP metrics such as gasoline sales, EV registrations, natural gas sales, water heater replacements, etc.</li> <li>2. City adopts policy for phasing out the use of fossil fuels in existing buildings</li> <li>3. City launches program to assist multi-family and commercial building owners to install EV charging</li> <li>4. Complete Streets proposes a VMT reduction goal</li> <li>5. City makes progress on developing a climate adaptation plan</li> <li>6. Other cities copy Menlo Park’s climate policies and programs</li> </ol>

<p>Commission Work Plan (reduce vehicle miles traveled (VMT) by 25% or an amount recommended by the Complete Streets Commission)</p> <ul style="list-style-type: none"> <li>• Action #5: Continue to advise/recommend ways to electrify municipal buildings, fleet and landscaping equipment</li> <li>• Action #6: Continue to advise/recommend a climate adaptation plan to protect the community from sea level rise and flooding</li> <li>• Recommend 2021-22 Climate Action for Council Adoption</li> <li>• Advise/recommend Council support for State adoption of impactful impactful CALGreen and energy reach codes for the 2022 building code update</li> <li>• Continue to provide recommendations/advice that improves communication with the community about the Climate Action Plan</li> <li>• Recommend City strategy for sharing our policies and analysis with other cities to inspire and help others adopt bold climate action</li> </ul>						
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<p><b>Urban canopy preservation</b>  – Continue to recommend/ advise development of a comprehensive urban canopy strategy for Menlo Park, which includes monitoring the effectiveness of the new Heritage Tree Ordinance, hearing heritage tree appeals, and consider establishing an urban canopy inventory.</p> <ul style="list-style-type: none"> <li>• Receive update on implementation and operation of the Heritage Tree Ordinance and recommend adjustments as needed</li> <li>• Research ways other cities measure health of urban forest and make a recommendation to Council</li> </ul>	<ul style="list-style-type: none"> <li>• Improved public awareness and satisfaction with Heritage Tree policies</li> <li>• Efficient functioning of the Heritage Tree policies</li> </ul>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<ul style="list-style-type: none"> <li>• Subcommittee</li> <li>• Staff time budgeted</li> </ul>	Ongoing	<ul style="list-style-type: none"> <li>• Reduction in the number of healthy trees removed</li> <li>• Increase in the diversity and quality of trees within the entire urban canopy</li> <li>• Improved coordination with the planning process</li> <li>• Deliver recommendation on conducting inventory and catalogue of urban tree canopy</li> </ul>
<p><b>Green and sustainable initiatives</b> – Support sustainability initiatives, as needs arise, which may include but not be limited to habitat protection, healthy ecology, environmental health protection, healthy air, surface water runoff quality, water conservation and waste reduction.</p> <ul style="list-style-type: none"> <li>• Develop recommendation for pesticide posting ordinance</li> <li>• Support initiatives improving air and water quality</li> </ul>	<ul style="list-style-type: none"> <li>• Reduced cases of asthma</li> <li>• Clean air</li> <li>• Clean water</li> <li>• Reduced environmental impacts on health</li> <li>• Reduced exposure to pollutants</li> <li>• More efficient water usage</li> <li>• Critical habitat preserved</li> <li>• Less waste generated</li> </ul>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<ul style="list-style-type: none"> <li>• Create Subcommittee, if needed</li> </ul>	Ongoing	<ul style="list-style-type: none"> <li>• Council and community view Commission as responsive to environmental concerns</li> </ul>

<ul style="list-style-type: none"> <li>• Support initiatives protecting environmental health</li> <li>• Support initiatives that reduce waste</li> <li>• Support initiatives that conserve water</li> <li>• Support initiatives that improve the quality of water runoff in the City</li> </ul>						
<p><b>Gas Powered Leaf Blower Ordinance-</b> Recommend/advise City Council on a gas-powered leaf blower ordinance.</p>	<ul style="list-style-type: none"> <li>• Clean air</li> <li>• Reduced exposure to pollutants</li> <li>• Improved public health</li> </ul>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<ul style="list-style-type: none"> <li>• Subcommittee</li> </ul>	1 year	Recommendation provided to City Council

**Step 5**

List identified goals, priorities and/or tasks for the Commission	<b>**Prioritize tasks by their significance</b>			
	<b>1 Urgent</b>	<b>2 1-year</b>	<b>3 2-year</b>	<b>4 Long term</b>
<p><b>Climate Action Plan (CAP) –</b> Continue to recommend/advise on implementation of the City’s adopted 2030 Climate Action Plan initiatives to achieve or surpass the City’s greenhouse gas (GHG) reduction target.</p>	<ul style="list-style-type: none"> <li>Action #1: Review and recommend/advise on policies to phase out the use of fossil fuels of existing buildings</li> <li>Action #2: Advise on whether to work with BGI to promote citywide goals of increasing EVs and decreasing gasoline sales</li> <li>Action #4: Recommend that Council request CAP action #4 be included on Complete Streets Commission Work Plan (reduce vehicle miles traveled (VMT) by 25% or an amount recommended by the Complete Streets Commission)</li> <li>Recommend 2021-22 Climate Action for Council Adoption</li> </ul>	<ul style="list-style-type: none"> <li>Action #3: Review and recommend/advise on policies and/or programs to increase access to EV charging for multi family and commercial properties</li> <li>Action #5: Continue to provide recommendations/advise to electrify municipal buildings, fleet and landscaping equipment</li> <li>Advise/recommend Council support for State adoption of impactful impactful CALGreen and energy reach codes for the 2022 building code update</li> </ul>	<ul style="list-style-type: none"> <li>Action #6: Continue to provide recommendations/advise in developing a climate adaptation plan to protect the community from sea level rise and flooding</li> <li>Continue to provide recommendations/advise on new climate actions to be adopted by Council in 2021</li> </ul>	<ul style="list-style-type: none"> <li>Continue to provide recommendations/advise that improves communication with the community about the Climate Action Plan</li> <li>Recommend City strategy for sharing our policies and analysis with other cities to inspire and help others adopt bold climate action</li> </ul>
	<ul style="list-style-type: none"> <li>Track citizen concerns on large</li> </ul>	<ul style="list-style-type: none"> <li>Receive update on operation and</li> </ul>	<ul style="list-style-type: none"> <li>Provide advice on developing an urban</li> </ul>	

<p><b>Urban canopy preservation</b>  – Continue to recommend/ advise development of a comprehensive urban canopy strategy for Menlo Park, which includes monitoring the effectiveness of the new Heritage Tree Ordinance, hearing heritage tree appeals, and consider establishing an urban canopy inventory.</p>	<p>scale tree removal projects and provide advice on future policy improvements as it relates to tree removals</p>	<p>implementation of the Heritage Tree Ordinance and recommend adjustments as needed</p>	<p>forest master plan to City Council</p>	
<p><b>Green and sustainable initiatives</b> – Support sustainability initiatives, as needs arise, which may include but not be limited to habitat protection, healthy ecology, environmental health protection, healthy air, surface water runoff quality, water conservation and waste reduction.</p>				<ul style="list-style-type: none"> <li>• Develop recommendation for pesticide posting ordinance</li> <li>• Support initiatives improving air and water quality</li> <li>• Support initiatives protecting environmental health</li> <li>• Support initiatives that reduce waste</li> <li>• Support initiatives that conserve water</li> <li>• Support initiatives that improve the quality of water runoff in the City</li> </ul>
<p><b>Gas Powered Leaf Blower Ordinance-</b>  Recommend/advise City Council on a gas-powered leaf blower ordinance.</p>		<ul style="list-style-type: none"> <li>• Form a subcommittee</li> <li>• Prepare recommendation to City Council and receive further direction</li> </ul>		

**Step 6** Prepare final work plan for submission to the City Council for review, possible direction and approval and attach the Worksheets used to determine priorities, resources and time lines.

**Step 7** Once approved; use this plan as a tool to help guide you in your work as an advisory body.

**Step 8** Report out on status of items completed. Provide any information needed regarding additional resources needed or And to indicate items that will need additional time in order to complete.

## Subcommittee descriptions

Building Decarbonization	Transportation Decarbonization	Climate Adaptation	Climate Outreach	Trees & Sustainable Initiatives	Gas powered leaf blowers
<p>This subcommittee of 2-3 people will assist staff in developing policies and plans to convert 95% of Menlo Park’s existing buildings to all-electric by 2030.</p> <p><u>Work will include:</u></p> <ul style="list-style-type: none"> <li>• Researching the technical and financial feasibility of converting the City’s existing building stock to all-electric</li> <li>• Researching financing options available to assist community members with conversions</li> <li>• Researching policy and funding mechanisms to assist low-income households with conversions</li> <li>• Reviewing legal frameworks for key policies</li> <li>• Facilitating City collaboration with key regional agencies, such as Peninsula Clean Energy</li> <li>• Collaborating with City staff and contractors in drafting key policies</li> <li>• Preparing materials to help educate the public about building electrification</li> <li>• Assisting City staff in completing electrification of municipal buildings</li> <li>• Developing Council recommendations for 2021 CAP actions related to building decarbonization</li> </ul>	<p>This subcommittee of 3 people will assist staff in developing policies and plans to eliminate the use of fossil fuels in transportation in Menlo Park by 2030.</p> <p><u>Work will include:</u></p> <ul style="list-style-type: none"> <li>• Researching the technical and financial feasibility of policies and programs to increase access to EV charging, especially during the day and for residents of multi-family housing</li> <li>• Reviewing the offerings of service providers who may be able to assist the City and community members in building out its EV charging network</li> <li>• Reviewing legal frameworks for proposed policies</li> <li>• Serving as a liaison to the Complete Streets Commission in developing and achieving a City goal to reduce Vehicle Miles Traveled by 25% through 1) rezoning to support increased housing density near transit and 2) the build out of a network of connected bike/ped paths throughout town</li> <li>• Tracking and promoting the City’s goals of 1) making all new vehicles be electric by 2025 and 2) reducing gasoline sales each year by 10%</li> <li>• Assisting City staff in converting the municipal vehicle fleet to all-electric by identifying new electric vehicle offerings for staff and Council consideration</li> <li>• Developing Council recommendations for 2021 CAP actions related to transportation decarbonization</li> </ul>	<p>This subcommittee of 2 people will research and inform City staff and Council on strategies for preparing the City for the effects of climate change.</p> <p><u>Work will include:</u></p> <ul style="list-style-type: none"> <li>• Attending meetings of the San Mateo County Flood and Sea Level Rise Resiliency District Board and reporting back to EQC</li> <li>• Working with staff and Council members to engage community members who will be most affected by sea level rise to educate them and take their input on how best to address the issue</li> <li>• Tracking Menlo Park’s plans for sea walls and/or levees to protect the community against sea level rise and keeping the EQC apprised of those plans</li> <li>• Making recommendations to City Council on proposed development in the City’s future flood zones</li> <li>• Researching other potential effects of climate change on the City, including wildfire, drought and heat waves, and identifying plans to address those effects</li> <li>• Developing a proposal for capturing 10% of the City’s 2005 greenhouse gas emissions by 2030 through direct carbon removal</li> </ul>	<p>This subcommittee of 3 people will devise strategies for educating members of the public about Menlo Park’s climate action plan to reduce greenhouse gas emissions by 90% by 2030. <u>Work will include:</u></p> <ul style="list-style-type: none"> <li>• Identifying opportunities for Staff and the EQC to educate the public about climate change and Menlo Park’s climate action plan</li> <li>• Preparing educational materials and promoting them, either in conjunction with Staff or as private citizens</li> <li>• Devising a plan, including proposed venues, for regularly presenting the public with information about ways to electrify buildings, decrease gasoline consumption, reduce vehicle miles traveled and prepare for climate-related emergencies</li> <li>• Relaying to EQC any public feedback on the CAP and related policy proposals</li> <li>• Supporting the City’s formal outreach effort on climate policies, as directed by Staff</li> </ul>	<p>This subcommittee of 2 people will support Staff in addressing all sustainability matters not addressed by the Climate Action Plan.</p> <p><u>Work will include:</u></p> <ul style="list-style-type: none"> <li>• Organizing the City’s Arbor Day Tree Planting event</li> <li>• Assessing the effectiveness of the City’s new Heritage Tree Ordinance and making recommendations to EQC for any changes needed</li> <li>• Supporting Staff in development of an inventory and catalogue of the urban tree canopy</li> <li>• Receiving public concern related to non-climate sustainability concerns, including: habitat protection, healthy ecology, environmental health protection, healthy air, surface water runoff quality, water conservation and waste reduction</li> <li>• Recommending appropriate responses or programs to address public concerns about non-climate sustainability matters</li> </ul>	<p>This subcommittee will provide city council with advice on potential policy and/programs to reduce or eliminate the use of gas powered leaf blowers in the community</p>
<p>This subcommittee supports CAP actions #1 &amp; 5</p>	<p>This subcommittee supports CAP actions #2, 3, 4 and 5</p>	<p>This subcommittee supports CAP action #6</p>	<p>This subcommittee supports CAP action #1, 2, 3, 4 and 6</p>	<p>This subcommittee supports EQC goals for Urban Canopy Preservation and Green and Sustainable Initiatives not related to the Climate Action Plan</p>	<p>This subcommittee supports overall GHG emission reduction and CAP action #5</p>
<p>Current members: Evans and Kabat</p>	<p>Current members: none</p>	<p>Current members: Elkins</p>	<p>Current members: Kabat</p>	<p>Current members: Elkins</p>	<p>Current members: Elkins</p>



# COMMISSIONS/COMMITTEES POLICIES AND PROCEDURES, ROLES AND RESPONSIBILITIES

City Council Policy #CC-22-004  
 Adopted May 24, 2022  
 Resolution No. 6732



<b>Purpose</b>
To define policies and procedures and roles and responsibilities for Menlo Park appointed commissions and committees.
<b>Authority</b>
Upon its original adoption, this policy replaced the document known as “Organization of Advisory Commissions of the City of Menlo Park.”
<b>Background</b>
<p>The City of Menlo Park currently has seven active Commissions and Committees. The active advisory bodies are: Complete Streets Commission, Environmental Quality Commission, Finance and Audit Committee, 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 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 and committees 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-95-001), and a Travel and Expense Policy (CC-91-002), which are also applicable to all advisory bodies.</p>
<b>Policies and Procedures</b>
<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 his or her 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>

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 "Commission/Committee 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

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 he or she is 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.

#### 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 s/he thinks 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 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 his/her 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 Committee 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 Committee 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/Committee meetings is as follows:

- Complete Streets Commission – Every second Wednesday at 7 p.m.
- Environmental Quality Commission – Every third Wednesday at 6:00 p.m.
- Finance and Audit Committee – Third Wednesday 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 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 his or her 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.

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 his/her 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; however, the form submitted must be signed.
- 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*

- An Attendance Policy (CC-91-001), shall apply to all advisory bodies. Provisions of this policy are listed below.
- 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 he/she will be absent.
- 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-91-002).

#### *Conflict of interest and disclosure requirements*

- A Conflict of Interest Code has been updated and adopted by the City Council and the Community Development Agency pursuant to Government Code §87300 et seq. Copies of this Code are filed with the city clerk. Pursuant to the adopted Conflict of Interest Code, members serving on the 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 himself or herself from making or participating in a governmental decision, or using his or her official position to influence a governmental decision. Questions in this regard may be directed to the city attorney.
- In accordance with Resolution No. 6622, current and future members of the Complete Streets Commission and Housing Commission, are required to report any and all real property in Menlo Park for impacting land use, real property, and the housing element.

#### *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/committee shall be four (4) years unless a resignation or a removal has taken place. The Finance and Audit Committee term of office shall be two (2) years.
- 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 his/her term, a replacement serves out the remainder of that term.

#### *Vacancies*

- Vacancies are created due to term expirations, resignations, removals or death.
- Vacancies are listed on the City Council agenda and 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 on the city 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 multi-modal transportation issues according to the goals and policies of the City's general plan. This includes strategies to encourage safe travel, improve accessibility, and maintaining a functional and efficient transportation network for all modes and persons traveling within and around the City. The Complete Streets Commission's responsibilities would include:

- Coordination of multi-modal (motor vehicle, bicycle, transit and pedestrian) transportation facilities
- Advising City Council on ways to encourage vehicle, multi-modal, pedestrian and bicycle safety and accessibility for the City supporting the goals of the General Plan
- Coordination on providing a citywide safe routes to school plan
- Coordination with regional transportation systems
- Establishing parking restrictions and requirements according to Municipal Code sections 11.24.026 through 11.24.028

### Environmental Quality Commission

The Environmental Quality Commission is charged primarily with advising the City Council on matters involving environmental protection, improvement and sustainability. Specific focus areas include:

- Preserving heritage trees
- Using best practices to maintain city trees
- Preserving and expanding the urban canopy
- Making determinations on appeals of heritage tree removal permits
- Administering annual Environmental Quality Awards program
- Organizing annual Arbor Day Event; typically, a tree planting event
- Advising on programs and policies related to protection of natural areas, recycling and waste reduction, environmentally sustainable practices, air and water pollution prevention, climate protection, and water and energy conservation.

### Finance and Audit Committee

The Finance and Audit Committee 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
- Members serve with staff on a loan review committee for housing rehabilitation programs and a first time homebuyer loan program
- 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

- The five most senior members of the Housing Commission also serve as the members of the Relocation Appeals Board (City Resolution 4290, adopted June 25, 1991).

#### 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
Procedure adoption	3/1/2022	Resolution No. 6706
Procedure adoption	3/8/2022	Resolution No. 6718
Procedure adoption	5/24/2022	Resolution No. 6732

Building Decarbonization	Transportation Decarbonization	Climate Adaptation	Climate Outreach	Trees & Sustainable Initiatives
<p>This subcommittee of 2-3 people will assist staff in developing policies and plans to convert 95% of Menlo Park’s existing buildings to all-electric by 2030.</p> <p><u>Work will include:</u></p> <ul style="list-style-type: none"> <li>• Researching the technical and financial feasibility of converting the City’s existing building stock to all-electric</li> <li>• Researching financing options available to assist community members with conversions</li> <li>• Researching policy and funding mechanisms to assist low-income households with conversions</li> <li>• Reviewing legal frameworks for key policies</li> <li>• Facilitating City collaboration with key regional agencies and nonprofits, such as Peninsula Clean Energy</li> <li>• Collaborating with City staff and contractors in drafting key policies</li> <li>• Preparing materials to help educate the public about building electrification</li> <li>• Assisting City staff in completing electrification of municipal buildings</li> <li>• Developing Council recommendations for 2021 CAP actions related to building decarbonization</li> </ul>	<p>This subcommittee of 3 people will assist staff in developing policies and plans to eliminate the use of fossil fuels in transportation in Menlo Park by 2030.</p> <p><u>Work will include:</u></p> <ul style="list-style-type: none"> <li>• Researching the technical and financial feasibility of policies and programs to increase access to EV charging, especially during the day and for residents of multi-family housing</li> <li>• Reviewing the offerings of service providers who may be able to assist the City and community members in building out its EV charging network</li> <li>• Reviewing legal frameworks for proposed policies</li> <li>• Serving as a liaison to the Complete Streets Commission in developing and achieving a City goal to reduce Vehicle Miles Traveled by 25% through 1) rezoning to support increased housing density near transit and 2) the build out of a network of connected bike/ped paths throughout town</li> <li>• Tracking and promoting the City’s goals of 1) making all new vehicles be electric by 2025 and 2) reducing gasoline sales each year by 10%</li> <li>• Assisting City staff in converting the municipal vehicle fleet to all-electric by identifying new electric vehicle offerings for staff and Council consideration</li> <li>• Developing Council recommendations for 2021 CAP actions related to transportation decarbonization</li> <li>• Facilitating City collaboration with key regional nonprofits and agencies</li> </ul>	<p>This subcommittee of 2 people will research and inform City staff and Council on strategies for preparing the City for the effects of climate change.</p> <p><u>Work will include:</u></p> <ul style="list-style-type: none"> <li>• Attending meetings of the San Mateo County Flood and Sea Level Rise Resiliency District Board and reporting back to EQC</li> <li>• Working with staff and Council members to engage community members who will be most affected by sea level rise to educate them and take their input on how best to address the issue</li> <li>• Tracking Menlo Park’s plans for sea walls and/or levees to protect the community against sea level rise and keeping the EQC apprised of those plans</li> <li>• Making recommendations to City Council on proposed development in the City’s future flood zones</li> <li>• Researching other potential effects of climate change on the City, including wildfire, drought and heat waves, and identifying plans to address those effects</li> <li>• Developing a proposal for capturing 10% of the City’s 2005 greenhouse gas emissions by 2030 through direct carbon removal</li> <li>• Facilitating City collaboration with key regional nonprofits and agencies</li> </ul>	<p>This subcommittee of 3 people will devise strategies for educating members of the public about Menlo Park’s climate action plan to reduce greenhouse gas emissions by 90% by 2030.</p> <p><u>Work will include:</u></p> <ul style="list-style-type: none"> <li>• Identifying opportunities for Staff and the EQC to educate the public about climate change and Menlo Park’s climate action plan</li> <li>• Preparing educational materials and promoting them, either in conjunction with Staff or as private citizens with a focus on student/teacher/school outreach</li> <li>• Devising a plan, including proposed venues, for regularly presenting the public with information about ways to electrify buildings, decrease gasoline consumption, reduce vehicle miles traveled and prepare for climate-related emergencies</li> <li>• Relaying to EQC any public feedback on the CAP and related policy proposals</li> <li>• Supporting the City’s formal outreach effort on climate policies, as directed by Staff</li> <li>• Facilitating City collaboration with key regional nonprofits and agencies</li> </ul>	<p>This subcommittee of 2 people will support Staff in addressing all sustainability matters not addressed by the Climate Action Plan. <u>Work will include:</u></p> <ul style="list-style-type: none"> <li>• Organizing the City’s Arbor Day Tree Planting event</li> <li>• Assessing the effectiveness of the City’s new Heritage Tree Ordinance and making recommendations to EQC for any changes needed</li> <li>• Supporting Staff in development of an inventory and catalogue of the urban tree canopy</li> <li>• Receiving public concern related to non-climate sustainability concerns, including: habitat protection, healthy ecology, environmental health protection, healthy air, surface water runoff quality, water conservation and waste reduction</li> <li>• Recommending appropriate responses or programs to address public concerns about non-climate sustainability matters</li> <li>• Facilitating City collaboration with key regional nonprofits and agencies</li> </ul>
<p>This subcommittee supports CAP actions #1 &amp; 5</p>	<p>This subcommittee supports CAP actions #2, 3, 4 and 5</p>	<p>This subcommittee supports CAP action #6</p>	<p>This subcommittee supports CAP action #1, 2, 3, 4 and 6</p>	<p>This subcommittee supports EQC goals for Urban Canopy Preservation and Green and Sustainable Initiatives not related to the Climate Action Plan</p>
<p>Current members: Evans and Kabat</p>	<p>Current members: Schmidt</p>	<p>Current members: Elkins</p>	<p>Current members: Kabat, Hedley and Schmidt</p>	<p>Current members: Elkins Hedley and Schmidt</p>



**REGULAR MEETING MINUTES – DRAFT**

**Date:** 6/28/2022  
**Time:** 6:00 p.m.  
**Location:** Zoom

**Regular Session**

**A. Call To Order**

Mayor Nash called the meeting to order at 6:10 p.m.

**B. Roll Call**

**Present:** Combs, Mueller (arrived at 8:12 p.m.), Nash, Taylor, Wolosin  
**Absent:** None  
**Staff:** Interim City Manager Justin I.C. Murphy, City Attorney Nira F. Doherty, City Clerk Judi A. Herren

**C. Agenda Review**

**ACTION:** Motion and second (Nash/Combs), to reorder the agenda in order to hear item G1. related to the budget, once the full city council is present, passed 4-0 (Mueller absent).

**D. Public Comment**

- Vicki Robledo spoke on concerns related to landscaping on Willow Road and U.S. Highway 101.

**E. Consent Calendar**

- E1. Accept the City Council meeting minutes for June 6, 13, 14, and 17, 2022 (Attachment)
- E2. Adopt a resolution to continue conducting the City’s Council and advisory body meetings remotely due to health and safety concerns for the public and to authorize the use of hybrid meetings (Staff Report #22-116-CC)
- E3. Amend the agreement with APTIM Environmental and Infrastructure, LLC for the operation, maintenance and reporting of the Bedwell Bayfront Park Landfill leachate and gas collection and control systems (Staff Report #22-117-CC)
- E4. Adopt resolutions authorizing staff to submit applications to the Metropolitan Transportation Commission for the One Bay Area Grant Program (Staff Report #22-118-CC)
- E5. Adopt a resolution of intention to abandon public service easements within the properties at 141 Jefferson Drive, 180 Constitution Drive and 186 Constitution Drive (Menlo Uptown) associated with the proposed redevelopment of the project site (Staff Report #22-119-CC)
- E6. Adopt a resolution approving the fiscal year 2022-23 investment policy for the City and the former Community Development Agency of Menlo Park (Staff Report #22-122-CC)



**ACTION:** Motion and second (Wolosin/ Taylor), to approve the consent calendar, passed 4-0 (Mueller absent).

## F. Public Hearing

- F1. Adopt a resolution overruling protests, ordering the improvements, confirming the diagram/area of assessment and ordering the levy and collection of assessments for Landscaping Assessment District for fiscal year 2022-23 (Staff Report #22-120-CC) (Presentation)

Associate Transportation Engineer Esther Jung made the presentation (Attachment).

Mayor Nash opened the public hearing.

- Pam Jones spoke on concerns related how fees are assessed especially when there are no street trees on certain properties.

Mayor Nash closed the public hearing.

The City Council received clarification on how fees are assessed and administered.

**ACTION:** Motion and second (Combs/ Wolosin), to adopt a resolution overruling protests, ordering the improvements, confirming the diagram/area of assessment, and ordering the levy and collection of assessments and increasing the tree assessment by three percent, which amounts to an increase of \$2.57 per single family equivalent (SFE) per year and the sidewalk assessment by three percent, which amounts to an increase of \$1.38 per SFE per year for the Landscaping Assessment District (District) for fiscal year 2022-23, passed 4-0 (Mueller absent).

- F2. Certificate of sufficiency of the petition for the proposed initiative measure entitled "A Citizen-Sponsored Initiative Measure to Amend the Land Use Element of the General Plan to Prohibit the City Council of the City of Menlo Park from Re-Designating or Re-Zoning Certain Properties Designated and Zoned for Single Family Detached Homes" (Staff Report #22-121-CC)

City Clerk Judi Herren introduced the item.

Mayor Nash opened the public hearing.

- Vicki Robledo spoke on concerns related to information provided by the canvassers and in support of the Juneteenth celebration.
- Lynne Bramlett spoke in support of updating ConnectMenlo.
- Michal Bortnik spoke in opposition of rezoning the Flood School site.
- Housing Leadership of San Mateo County representative Ken Chan support of the City Council ordering a report.
- Katie Behroozi spoke on concerns related to the ballot measure language.

Mayor Nash closed the public hearing.

- F3. Determination of action, pursuant to Elections Code Section 9215, regarding the proposed initiative measure entitled "A Citizen-Sponsored Initiative Measure to Amend the Land Use Element of the General Plan to Prohibit the City Council of the City of Menlo Park from Re-Designating or Re-

## Zoning Certain Properties Designated and Zoned for Single Family Detached Homes” (Staff Report #22-129-CC)

City Attorney Nira Doherty introduced the item.

Mayor Nash opened the public hearing.

- Vicki Robledo spoke in support of the Flood Site utilization for homes and the even distribution of housing through rezoning other areas of Menlo Park (outside of District 1) and on concerns related to the building implications in the Belle Haven neighborhood.
- Lesley Feldman spoke in opposition to the ballot measure and in support of additional housing outside of District 1.
- Pam Jones spoke on concerns related to the information provided by canvassers and in support of ordering the report with expert clarification on the ballot measure.
- MidPen Housing representative Rebecca Barnes spoke in support of ordering the report.
- Housing Leadership of San Mateo County representative Ken Chan spoke in support of ordering the report.

Mayor Nash closed the public hearing.

The City Council received clarification on future City Council implications, history of zoning changes of the proposed Flood School site, analysis in the report option and who creates the report (e.g., staff, consultants, etc.), next steps, estimated costs, and regulations surrounding City Council as a whole or individually holding a position on the ballot measure.

The City Council discussed the three options for city council action and considered adding the following to an unbiased report:

- racial and economic equity
- educational equity
- Menlo Park’s ability to comply with state housing laws
- climate and traffic impacts
- impacts to existing sites included in the draft housing element
- impacts to the Menlo Park Fire Protection District
- vehicle miles travel measurements

Vice Mayor Wolosin spoke in opposition of the proposed ballot measure due to the impact to the Flood School site.

**ACTION:** Motion and second (Combs/ Nash), to order a report pursuant to Elections Code section 9212 and to include the following in the report:

- racial and economic equity
  - educational equity
  - ability to comply with state housing laws
  - climate and traffic impacts
  - impacts to existing sites included in the draft housing element
- passed 4-0 (Mueller absent)

## **G. Regular Business**

The City Council reordered the agenda.

### **G2. Direction on the Burgess Pool aquatics operator agreement negotiation (Staff Report #22-124-CC)**

Library and Community Services Director Sean Reinhart made a presentation (Attachment).

The City Council took a recess at 7:43 p.m.

The City Council reconvened at 7:54 p.m.

- Warm Water Wellness Inc. Chief Executive Officer Lindsay Raike spoke on concerns related to discriminatory pricing and pool access.
- Thomas Prussing provided information on aspects of a future pool operator.
- Janet Davis spoke in support of restating wellness programs and increased oversight of the provider.
- Eric Culin spoke in support of retaining Tim Sheeper (Sheeper) and restructuring of future agreement.
- Lynne Bramlett spoke in support of reexamining the agreement to serve the residents, requested more information on the provider's expenses, concerns on splitting the contract, and requested clarification on bond measure funding.
- Julie Shanson spoke on concerns related to the current operator and lack of accessible programming and requested bring the operation of pool in house or requiring efforts of future providers for more accessible programming.

The City Council received clarification on Sheeper's expenses and salaries, Sheeper's survey on the use of pool, a middle ground between the City and Sheeper, Sheeper's termination letter, and staffing requirement for open swimming at a community pool.

The City Council discussed Sheeper's requests, including and excluding the Burgess and Menlo Park Community Center request for proposal (RFP), tax payers bond measure, the August 31, 2022 current term deadline, a new agreement term length, and renegotiating with Sheeper.

**ACTION:** Motion and second (Nash/ Taylor), to offer Sheeper a one-year contract, proceed with a RFP for both pools, and to be open to negotiations, 3-1-1 passed (Combs dissenting and Mueller absent).

The City Council took a recess at 9:23 p.m.

The City Council reconvened at 9:32 p.m.

### **G1. Adopt resolutions for fiscal year 2022-23: budget and capital improvement plan; establish appropriations limit; establish a consecutive 1 percent utility users' tax rate through June 2023; establish the salary schedule effective July 3, 2022; extend rate assistance program through June 2023; establish direction for administration of American Rescue Plan Act funds; and accept award authority and bid requirement through June 2023 (Staff Report #22-123-CC)**

Interim Finance Director Marvin Davis, Extra Help Retired Annuitant – Administrative Services Director Mary Morris-Mayorga, an Interim City Manager Justin Murphy made the presentation

(Attachment).

- Lynne Bramlett spoke on concerns on the time that the public was able to provide input on the budget and in support of establishing a grant matching fund.

The City Council received clarification on service level enhancements, housing positions funding sources, police sergeant salary added to the salary schedule, and the include of the ballot measure report costs.

The City Council discussed the service level enhancement for a proposed emergency preparedness coordinator, including whether the position should be located in the city manager office and receiving informational reports on settlement claims under \$86,000 going to City Council.

The City Council directed that the fiscal year 2023-24 budget earmark a portion of the American Rescue Plan Act (ARPA) funds specifically for residents of Menlo Park and consider moving the emergency preparedness coordinator to the city manager's office.

**ACTION:** Motion and second (Combs/ Wolosin), to adopt a resolution determining that the utility users tax, is necessary for the financial health of the city, pursuant to section 3.14 of the Menlo Park municipal code and establishing a temporary tax percentage reduction in the utility users tax pursuant to section 3.14.130 of the Menlo Park municipal code, 4-1 (Taylor dissenting).

**ACTION:** Motion and second (Wolosin/ Nash), to adopt a resolution adopting fiscal year 2022-23 budget and capital improvement plan with the addition of the \$86,000 for planning contract services for the ballot measure report/study, a resolution establishing the appropriations limit, a resolution amending the salary schedule effective July 3, 2022 with the inclusion and updates to police sergeant, a resolution extending the rate assistance program through June 2023, a resolution establishing direction for administration of American Rescue Plan Act funds, and accept award memo for authority and bid requirement through June 2023, passed unanimously.

## **H. Informational Items**

- H1. City Council agenda topics: July 2022 (Staff Report #22-125-CC)
- H2. Re-Imagining Public Safety Ad Hoc Subcommittee update (Staff Report #22-126-CC)
- H3. Receive and file an update on the solid waste and water rate assistance program (Staff Report #22-127-CC)
- H4. ConnectMenlo Community Amenities Ad Hoc Subcommittee update (Staff Report #22-128-CC)

## **I. City Manager's Report**

Interim City Manager Justin Murphy reported out on a community survey at [publicinput.com/communityprograms](http://publicinput.com/communityprograms).

**J. City Councilmember Reports**

Mayor Nash reported out that Senator Josh Becker is seeking potential State grant funding to support Menlo Park and BlocPower, the annual Association of Bay Area Governments meeting and a Peninsula Clean Energy update.

**K. Closed Session**

K1. Closed session pursuant to Government Code 54957.6: Conference with Labor Negotiator Agency  
Designated Representative: Mayor, Nira Doherty, Genevieve Ng  
Unrepresented Employee: City Manager

**L. Report from Closed Session**

No reportable actions.

**M. Adjournment**

Mayor Nash adjourned the meeting at 10:31 p.m.

Judi A. Herren, City Clerk





**REGULAR MEETING MINUTES – DRAFT**

**Date:** 7/12/2022  
**Time:** 6:00 p.m.  
**Location:** Zoom

**Regular Session**

**A. Call To Order**

Vice Mayor Wolosin called the meeting to order at 6:02 p.m.

**B. Roll Call**

Present: Combs, Mueller, Taylor, Wolosin  
Absent: Nash  
Staff: Interim City Manager Justin I.C. Murphy, City Attorney Nira F. Doherty, Assistant to the City Manager/City Clerk Judi A. Herren

**C. Agenda Review**

The City Council pulled item F2.

**D. Public Comment**

- Coach of Solo Aquatics Tom McRae spoke on the history of previous request for proposals for Menlo Park pool providers and provided information that Solo Aquatics is equipped to handle Burgess Pool operations.
- Mike Schrader requested that the City Council sign a resolution calling on Sutter Health to reopen the Mack E. Mickelson Arthritis and Rehabilitation Center Therapy Pool for community use at the Mills Health Center in San Mateo, with the same open access hours that were in place before to January 2020.
- Adina Levin reported on a possible community amenity for the proposed Sobrato office building.

**E. Study Session**

**E1. Provide direction on landscaping at the Willow Road and U.S. 101 interchange (Staff Report #22-130-CC)**

Assistant Public Works Director Hugh Louch and Principal with Callander Associates Landscape Architects Marie Mai made the presentation (Attachment).

- Carolyn Ordonez spoke in support of not using Norfolk Pine in the planting and requested seeing the landscaping plan again, in support of additional public input and an adopt a tree option.
- Mike Schrader spoke in support of greater tree density and on issues related to tree water requirements and consumption.

The City Council received clarification on water usage of pines and redwoods, tree debris, next steps and public input opportunities, adopt a tree options, Willow Road pocket park (pocket park) timeline and funding.

The City Council raised concern about the extent of Caltrans maintenance of the interchange area and of the Caltrans-owned portion of Willow Road.

The City Council discussed the Caltrans standard landscape plan, City contribution of funds to increase tree size, the pocket park, screening on both sides before landscaping, and enhanced maintenance on Willow Road.

The City Council supported:

- Proceeding with development of a Caltrans standard landscape plan with increased tree densification
- Contributing City funds to increase tree size at planting
- Extending screening along the sound walls on Bay Road and Pierce Road
- Exploring steps to advance the pocket park

## F. Consent Calendar

- F1. Adopt a resolution to continue conducting the City's Council and advisory body meetings remotely due to health and safety concerns for the public and to authorize the use of hybrid meetings (Staff Report #22-131-CC)
- F2. Approve scope of work for the Caltrain quiet zone implementation plan (Staff Report #22-132-CC)
- Adrian Brandt announced that the California High Speed Rail San Jose to San Francisco segment final environmental impact report (EIR) is up for California High-Speed Rail Authority Board approval in August and provided information on potential quiet zone infrastructure and grant funding opportunities.
  - Marcy Abramowitz spoke in support of prioritizing the quiet zone and the plan, requested that project impacts to the City of Palo Alto does not affect Menlo Park efforts, and for the consultant to include cost estimates from throughout California.
  - Adina Levin support in support of the quiet zone study and including Palo Alto Avenue.
  - Elizabeth McCarthy spoke in support of the quiet zone study and including Palo Alto Avenue.

The City Council received clarification on the impacts to Menlo Park by collaborating with Palo Alto, Kimley-Horn and Associates Inc. ability to include cost estimates from throughout California and impacts for cost, potential grant funding, and timeline.

**ACTION:** Motion and second (Wolosin/ Combs), to approve the scope of work for the quiet zone implementation plan, passed 4-0 (Nash absent).

- F3. Receive and file 2021 priorities, work plan quarterly report as of June 30, 2022 and advisory body work plan update (Staff Report #22-137-CC)

- F4. Receive and file the investment portfolio as of March 31, 2022 (Staff Report #22-138-CC)

**ACTION:** Motion and second (Combs/ Taylor), to approve the consent calendar except item F2., 4-0 (Nash absent).

## **G. Regular Business**

- G1. Appointment of Justin Murphy as city manager and approval of compensation for city manager services (Staff Report #22-135-CC)

Legal Counsel Genevieve Ng introduced the item.

The City Council received an update to Section 8 of the agreement.

- Karen Grove spoke in support of the appointment of Justin Murphy as city manager.

**ACTION:** Motion and second (Combs/ Taylor), to appoint Justin Murphy as city manager and approve compensation for city manager services, 4-0 (Nash absent).

- G2. Waive the first reading and introduce an ordinance amending Title 8, Peace, Safety and Morals, of the Municipal Code to create a comprehensive permitting system for public assemblies, events, and use of City parks and facilities (Staff Report #22-136-CC)

Assistant to the City Manager/City Clerk Judi Herren made the presentation (Attachment).

- Adina Levin requested clarification on film permit exemptions.
- Elizabeth McCarthy spoke in opposition of noise ordinance exceptions for commercial businesses.

The City Council received clarification on noise ordinance impacts to commercial businesses and the return of the outdoor permitting update with a comprehensive look at both noise and outdoor business use.

**ACTION:** Motion and second (Combs/ Taylor), to waive the first reading and introduce an ordinance amending Section 8.06.050 and 8.06.060 of Chapter 8.06 (“Noise”) of Title 8 (“Peace, Safety and Morals”) of the Menlo Park Municipal Code; repealing Section 8.06.065 of Chapter 8.06 (“Noise”) of Title 8 (“Peace, Safety and Morals”) of the Menlo Park Municipal Code; amending Section 8.06.070 of Chapter 8.06 (“Noise”) of Title 8 (“Peace, Safety and Morals”) of the Menlo Park Municipal Code; amending Chapter 8.16 (“Public Assembly”) of Title 8 (“Peace, Safety and Morals”); adding Chapter 8.60 (“Special Events”) of Title 8 (“Peace, Safety and Morals”) of the Menlo Park Municipal Code; and repealing and replacing Chapter 8.28 (“Parks and Recreation”) of Title 8 (“Peace, Safety and Morals”) of the Menlo Park Municipal Code, 4-0 (Nash absent).

## **H. Informational Items**

- H1. City Council agenda topics: July 26 – August 9, 2022 (Staff Report #22-133-CC)

- H2. Personnel activity report as of June 30, 2022 (Staff Report #22-134-CC)

## **I. City Manager's Report**

City Manager Justin Murphy reported out on grant awards recently approved for the City from the San Mateo County Transportation Authority for pedestrian crossings of El Camino Real, for the Town of Atherton to retime traffic signals on Middlefield Road, and Representative Eshoo’s support for community project funding in pending federal legislation for the Middle Avenue pedestrian and bicycle crossing, and the return of the summer concert series.

**J. City Councilmember Reports**

City Councilmember Mueller, with support from Vice Mayor Wolosin, requested the addition of a future agenda item to amend the BlocPower Inc. partnership agreement to include prevailing wages.

City Councilmember Combs reported out the return of the summer concert series.

**K. Adjournment**

Vice Mayor Wolosin adjourned the meeting at 8:08 p.m.

Judi A. Herren, Assistant to the City Manager/City Clerk



## STAFF REPORT

**City Council**

**Meeting Date:**

**7/26/2022**

**Staff Report Number:**

**22-140-CC**

**Consent Calendar:**

**Adopt a resolution to continue conducting the City's Council and advisory body meetings remotely due to health and safety concerns for the public and to authorize the use of hybrid meetings**

### Recommendation

Staff recommends that the City Council adopt a resolution (Attachment A) to continue conducting the City's Council and advisory body meetings remotely due to health and safety concerns for the public and to authorize the use of hybrid meetings.

### Policy Issues

Assembly Bill 361 (AB 361) was signed into law September 16, 2021 allowing cities to continue holding virtual meetings during any emergency proclaimed by the governor. AB 361 sunsets January 1, 2024. The City Council would need to declare every 30 days that the City's legislative bodies must continue to meet remotely in order to ensure the health and safety of the public.

### Background

The California Legislature approved AB 361, which was signed by the governor September 16, 2021 for signature. The bill allows local legislative bodies to continue to meet remotely through January 1, 2024. A local agency will be allowed to continue to meet remotely when:

- The local agency holds a meeting during a declared state of emergency
- State or local health officials have imposed or recommended measures to promote social distancing
- Legislative bodies declare the need to meet remotely due to present imminent risks to the health or safety of attendees

The City meets the requirements to continue holding meetings remotely in order to ensure the health and safety of the public:

- The City is still under a local state of emergency
- County Health urges that all individuals in public spaces maintain social distancing and wear masks

### Analysis

The City is still under a local state of emergency and the emergency findings required under AB 361 are still in effect. It is recommended that the use of facial coverings be exercised when not speaking inside the City Council Chambers. The resolution authorizes the use of hybrid meetings, whereby City Councilmembers and staff may choose to attend either remotely or in person.

Although the City has returned to in-person meetings, due to the prevalence of BA strains of the SARS-

CoV-2 virus overtaking other variants in San Mateo County, the City Council finds that reducing the number of persons present in City Council chambers is necessary to reduce imminent health risks associated with large groups and/or members of varying households gathering indoors.

### **Impact on City Resources**

There is no impact on City resources.

### **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 an organizational structure change that will not result in any direct or indirect physical change in the environment.

### **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. Resolution

Report prepared by:

Judi A. Herren, Assistant to the City Manager/City Clerk

**RESOLUTION NO. XXXX****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK AND ON BEHALF OF COMMISSIONS AND COMMITTEES CREATED BY THE CITY COUNCIL PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54952(b) AUTHORIZING TELECONFERENCE MEETINGS IN COMPLIANCE WITH AB 361 (GOVERNMENT CODE SECTION 54953(e)) TO CONTINUE TO ALLOW MEMBERS OF THE PUBLIC TO SAFELY PARTICIPATE IN LOCAL GOVERNMENT MEETINGS**

WHEREAS, the City Council is committed to ensuring public access to observe and participate in local government meetings; and

WHEREAS, all meetings of the City Council and other legislative bodies created pursuant to Government Code Section 54952(b) are open and public, as required by the Ralph M. Brown Act, so that any member of the public may participate in local government meetings; and

WHEREAS, the AB 361, codified at Government Code section 54953(e), makes provisions for remote teleconferencing participation in local government meetings, without compliance with the requirements of 54953(b)(3), during a Governor-proclaimed state of emergency and if the local legislative body determines, by majority vote, that as a result of the emergency, meeting solely in person would present imminent risks to the health or safety of attendees; and

WHEREAS, on March 4, 2020, Governor Newsom proclaimed a State of Emergency due to the outbreak of respiratory illness due to a novel coronavirus (now known as COVID-19) and that State of Emergency is still in effect in the State of California; and

WHEREAS, on March 11, 2020 the City Council proclaimed the existence of a local state of emergency within the City, pursuant to Section 8625 of the California Emergency Services Act in response to the COVID-19 pandemic; and

WHEREAS, COVID-19 continues to threaten the health and lives of City residents; and

WHEREAS, the SARS-CoV-2 Delta and Omicron Variants are highly transmissible in indoor settings; and

WHEREAS, the Omicron subvariants of the SARS-CoV-2 virus is overtaking other variants in San Mateo County; and

WHEREAS, according to data from the County's Health Administrator and County website, the County is averaging approximately 48 new cases per 100,000 of COVID-19 per day; and

WHEREAS, although the City has returned to in-person meetings, due to the prevalence of BA strains of the SARS-CoV-2 virus overtaking other variants in San Mateo County, the City Council finds that reducing the number of persons present in City Council chambers is necessary to reduce imminent health risks associated with large groups and/or members of varying households gathering indoors; and

WHEREAS, the State of California and the City of Menlo Park continue to follow safety measures in response to COVID-19 as ordered or recommended by the Centers for Disease Control and Prevention (CDC), California Department of Public Health (DPH), and/or County of

San Mateo, as applicable, including facial coverings when required; and based upon that guidance, in-person attendance indoors at public meetings continues to present a health risk for certain segments of the population, necessitating the need to reduce the number of in-person meeting attendees; and

WHEREAS, the City Council, acting as a legislative body pursuant to Government Code section 54952(a) and for the benefit of the commissions, committees and other bodies that were created by the City Council pursuant to Government Code section 54952(b) (collectively referred to as “Legislative Bodies”), finds that the current conditions meet the circumstances set forth in Government Code section 54953(e)(3) to allow Legislative Bodies to continue to use teleconferencing to hold open and public meetings if the Legislative Bodies comply with the requirements set forth in Government Code section 54953(e)(2) to ensure the public can safely participate in and observe local government meetings.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Menlo Park that the City Council does hereby:

1. Find that current conditions authorize teleconference public meetings of Legislative Bodies. Based on the California Governor’s continued declaration of a State of Emergency and current conditions, the City Council finds that meeting in person, without the option for certain populations and persons to participate remotely, would present imminent risks to the health or safety of attendees. The City Council does therefore find that Legislative Bodies and members of Legislative Bodies of the City may elect to use teleconferencing to hold public meetings in accordance with Government Code section 54953(e)(2) to ensure members of the public have continued access to safely observe and participate in local government meetings.
2. Authorize Legislative Bodies to conduct teleconference meetings. The Legislative Bodies are hereby authorized to take all actions necessary to carry out the intent and purpose of this Resolution, including conducting open and public meetings in accordance with Government Code section 54953(e)(2) and other applicable provisions of the Brown Act.
3. Authorize Legislative Bodies to conduct hybrid meetings. The Legislative Bodies are hereby further authorized to conduct meetings in a “hybrid” format, where both members of the Body may elect to be present in person, utilizing appropriate distancing and masking practices, or participate by teleconferencing technology. Such meetings of the Legislative Bodies that occur using teleconferencing technology will provide an opportunity for any and all members of the public who wish to address Legislative Bodies and will otherwise occur in a manner that protects the statutory and constitutional rights of parties and the members of the public attending the meeting via teleconferencing.

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I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the twenty-sixth day of July, 2022, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this \_\_\_ day of July, 2022.

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Judi A. Herren, City Clerk



## STAFF REPORT

### City Council

Meeting Date:

7/26/2022

Staff Report Number:

22-139-CC

### Consent Calendar:

**Authorize the city manager to enter into master professional agreements with Cotton, Shires and Associates, Inc. and Ninyo & Moore Consulting Geotechnical and Civil Engineer**

## Recommendation

Staff recommends that the City Council authorize the city manager to enter into a master professional agreement for a two-year period, until June 30, 2024, with Cotton, Shires and Associates, Inc. (Attachment A) and Ninyo & Moore Consulting Geotechnical and Civil Engineer (Ninyo & Moore) (Attachment B) for geotechnical plan check services.

## Policy Issues

This action is consistent with past practice in which master professional agreements have been established to streamline the purchase requisition process on a per-project basis. City Council authorization is required for the city manager to execute master professional agreements in excess of their financial authority.

## Background

The City has utilized contract services through the master professional agreement process to augment City staff on an as-needed basis over the past two decades. The use of master professional agreements establishes continuity with contract personnel that are familiar with the regulations and policies of the City of Menlo Park and helps to streamline the work of the community development building division.

The most recent master professional agreements for building contract services were authorized by City Council June 4, 2019, for a five-year period. These agreements supplement staff on an as-needed basis to provide services in a timely manner.

## Analysis

As part of the fiscal year 2022-23 budget, and in recognition of the current high level of development activity, the building division must continue to use contract services as a part of its overall resource management strategy. Specifically, contract plan checkers are used to review plans for large projects that would be time consuming for staff to review without impacting service levels for smaller projects and for their added expertise in reviewing complex plans. Master agreements are used with multiple firms in order to ensure prompt plan review turnaround and to take advantage of specialized expertise.

The building division has been using a geotechnical consultant to review specialized geotechnical reports for many years. Due to the changes in electronic processing technologies, the City is searching for a new geotechnical engineering review service. The City sent out a request for qualification and received three submittals: Achievement Engineering Corp, Cotton, Shires and Associates, Inc. and Ninyo & Moore

## Geotechnical.

Geotechnical firms are ranked by staff in order.

1. Cotton, Shires and Associates has worked in Menlo Park regularly, and mirror the City's building management system using both Accela and DigEplan, keeping costs low by using a time and material billing system, have detailed maps to assist with the recognition of potential problematic soil conditions and have contributed to the State Special Publication 117A (guidelines for evaluating Liquefaction and Landslide hazards) and State Special Publication 42 (Earthquake Fault Zones.) Rate sheets provided show this company is the most economical for review of the geotechnical reports. City staff have identified Cotton, Shires and Associates as the City's recommended primary geotechnical consultant.
2. Ninyo & Moore has a thorough understanding of local soils and geology, has worked with the City in the geotechnical format, has worked with Atterberg Limits – soil corrosivity and R-Value, are primarily electronic and create documents through Adobe Acrobat and are experienced with soil expansion indices. Rate sheets provided show Ninyo & Moore is within industry standard. City staff would like to have Ninyo & Moore as a backup to Cotton, Shires and Associates for additional help on an as-needed basis if Cotton, Shires and Associates is not available.
3. Achievement Engineering Corp. has been in business for 12 years and has not worked in the City of Menlo Park. The evaluation for credentials and certifications along with rate sheets show this firm is at the high end of the industry. Therefore, staff does not recommend this firm.

The City would like to enter into a two year agreement with Cotton, Shires and Associates and Ninyo & Moore until June 30, 2024, which aligns with the expiration of other master agreements.

## Impact on City Resources

The budgeted amount for building contract services in the fiscal year 2022-23 budget is \$1.85 million. The revenues to support the building contract services are fully covered by building permit fees. Expenditures to support building contract services will be proposed in future fiscal year budgets based on the level of building activity in each of those years.

Geotechnical review services are structured as pass-through fees. The fee charged to the applicant by the City is the same as the fee charged to the City by the contractor with the addition of a \$25 administrative fee per project to cover the cost of staff time.

## 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 will not result in any direct or indirect physical change in the environment.

## 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. Cotton, Shires and Associates – agreement and request for qualifications (RFQ)
- B. Ninyo & Moore Geotechnical – agreement and RFQ

Staff Report #: 22-139-CC

Report prepared by:  
Chuck Andrews, Assistant Community Development Director - Building

Report reviewed by:  
Nikki Nagaya, Public Works Director

**CONSULTANT AGREEMENT**

City Manager's Office  
701 Laurel St., Menlo Park, CA 94025  
tel 650-330-6620



Agreement #:
<b>AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND COTTON, SHIRES AND ASSOCIATES, INC.</b>
THIS AGREEMENT made and entered into at Menlo Park, California, this _____, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and COTTON, SHIRES AND ASSOCIATES, INC., hereinafter referred to as "FIRST PARTY."
<p>WITNESSETH:</p> <p>WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional services for CITY in connection with that certain project called: Geotechnical engineering peer review services</p> <p>WHEREAS, FIRST PARTY is licensed to perform said services and desires to and does hereby undertake to perform said services.</p> <p>NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND CONDITIONS of each of the parties hereto, it is hereby agreed as follows:</p>
<b>1. SCOPE OF WORK</b>
In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the services as set forth in Exhibit "A," Scope of Services.
<b>2. SCHEDULE FOR WORK</b>
<p>FIRST PARTY's proposed schedule for the various services required pursuant to this agreement will be as set forth in Exhibit "A," Scope of Services. CITY will be kept informed as to the progress of work by written reports, to be submitted monthly or as otherwise required in Exhibit "A." Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other, or the other's employees and agents.</p> <p>FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY. The "Notice to Proceed" date shall be considered the "effective date" of the agreement, as used herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver to CITY all project related files, records, and materials within one month after completion of all of FIRST PARTY's activities required under this agreement.</p>
<b>3. PROSECUTION OF WORK</b>
FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will complete the work in accordance with the schedule of work approved by the CITY. (See Exhibit "A," Scope of Services).

#### 4. COMPENSATION AND PAYMENT

- A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed as described in Exhibit "A," Scope of Services. All payments shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.
- B. FIRST PARTY's fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.
- C. Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, the FIRST PARTY shall submit a statement describing the services performed to CITY. This statement shall include, at a minimum, the project title, agreement number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.
- D. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY's relevant records pertaining to the charges.

#### 5. EQUAL EMPLOYMENT OPPORTUNITY

- A. FIRST PARTY, with regard to the work performed by it under this agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap, marital status or age in the retention of sub-consultants, including procurement of materials and leases of equipment.
- B. FIRST PARTY shall take affirmative action to insure that employees and applicants for employment are treated without regard to their race, color, religion, sex, national origin, marital status or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship.
- C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status or handicap.
- E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.
- F. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY's agreement with all sub-consultants.

#### 6. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST

- A. FIRST PARTY shall not assign this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however, that claims for money due or to become due to the FIRST PARTY from the CITY under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.
- B. In the event there is a change of more than 30 percent of the stock ownership or ownership in FIRST PARTY from the date of this agreement is executed, then CITY shall be notified before the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this agreement upon notice to FIRST PARTY. In the event CITY is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that CITY has terminated this agreement.

## 7. INDEPENDENT WORK CONTROL

It is expressly agreed that in the performance of the service necessary for compliance with this agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY's services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

## 8. CONSULTANT QUALIFICATIONS

It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling necessary to perform the work agreed to be done by it under this agreement and CITY relies upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the profession. The acceptance of FIRST PARTY's work by CITY does not operate as a release of FIRST PARTY from said understanding.

## 9. NOTICES

All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service. Notices required to be given to CITY shall be addressed as follows:

Chuck Andrews  
Community Development  
City of Menlo Park  
701 Laurel St.  
Menlo Park, CA 94025  
650-330-6757  
chandrews@menlopark.org

Notices required to be given to FIRST PARTY shall be addressed as follows:

David Schrier  
Cotton, Shires and Associates, Inc.  
330 Village Lane  
Los Gatos, CA 95030  
(408) 354-5542 x216  
dschrier@cottonshires.com

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.

## 10. HOLD HARMLESS

The FIRST PARTY shall defend, indemnify and hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants from all claims, suits or actions that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the FIRST PARTY brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work required by this agreement by FIRST PARTY, its officers, agents, employees and servants. Nothing herein shall be construed to require the FIRST PARTY to defend, indemnify or hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants against any responsibility to liability in contravention of Section 2782.8 of the California Civil Code.

## 11. INSURANCE

- A. FIRST PARTY shall not commence work under this agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City, with certificates of insurance evidencing the required coverage.
- B. There shall be a contractual liability for insured contracts assumed by the FIRST PARTY pursuant to this agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the CITY, at the address shown in Section 9, of any pending cancellation of the policy. FIRST PARTY shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.
1. Workers' compensation and employer's liability insurance:  
The FIRST PARTY shall have in effect during the entire life of this agreement workers' compensation and Employer's Liability Insurance providing full statutory coverage. In signing this agreement, the FIRST PARTY makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this agreement" (not required if the FIRST PARTY is a Sole Proprietor).
  2. Liability insurance:  
The FIRST PARTY shall take out and maintain during the life of this agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the FIRST PARTY's operations under this agreement, whether such operations be by FIRST PARTY or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) in aggregate on Commercial General Liability. FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this agreement in an amount of not less than one million dollars (\$1,000,000) for each accident combined single limit and Three Hundred Thousand Dollars, (\$300,000) property damage.
  3. Professional liability insurance:  
FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this agreement, in the amount of not less than one million dollars (\$1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.
- C. CITY and its subsidiary agencies, and their officers, agents, employees and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the Professional Liability and workers' compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.
- D. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this agreement to the contrary, immediately declare a material breach of this agreement and suspend all further work pursuant to this agreement.
- E. Before the execution of this agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.



## 12. PAYMENT OF PERMITS/LICENSES

Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, before commencement of said work/services or forfeit any right to compensation under this agreement.

## 13. RESPONSIBILITY AND LIABILITY FOR SUB-CONSULTANTS AND/OR SUBCONTRACTORS

Approval of or by CITY shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its sub-consultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, specifications or other documents prepared by FIRST PARTY or its sub-consultants and/or subcontractors.

## 14. OWNERSHIP OF WORK PRODUCT

Work products of FIRST PARTY for this project, which are delivered under this agreement or which are developed, produced and paid for under this agreement, shall become the property of CITY. The reuse of FIRST PARTY's work products by City for purposes other than intended by this agreement shall be at no risk to FIRST PARTY.

## 15. REPRESENTATION OF WORK

Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit "A" or as otherwise specified in Exhibit "A."

## 16. TERMINATION OF AGREEMENT

- A. CITY may give thirty (30) days written notice to FIRST PARTY, terminating this agreement in whole or in part at any time, either for CITY's convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY's change of its assigned personnel on the project without prior CITY approval. Upon receipt of such notice, FIRST PARTY shall:
1. Immediately discontinue all services affected (unless the notice directs otherwise); and
  2. Deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this agreement, whether completed or in process.
- B. If termination is for the convenience of CITY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- C. If the termination is due to the failure of FIRST PARTY to fulfill its agreement, CITY may take over the work and prosecute the same to completion by agreement or otherwise. In such case, FIRST PARTY shall be liable to CITY for any reasonable additional cost occasioned to the CITY thereby.
- D. If, after notice of termination for failure to fulfill agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this Section.
- E. The rights and remedies of the CITY provided in this Section are in addition to any other rights and remedies provided by law or under this agreement.
- F. Subject to the foregoing provisions, the CITY shall pay FIRST PARTY for services performed and expenses incurred through the termination date.

**17. INSPECTION OF WORK**

It is FIRST PARTY's obligation to make the work product available for CITY's inspections and periodic reviews upon request by CITY.

**18. COMPLIANCE WITH LAWS**

It shall be the responsibility of FIRST PARTY to comply with all State and Federal Laws applicable to the work and services provided pursuant to this agreement, including but not limited to compliance with prevailing wage laws, if applicable.

**19. BREACH OF AGREEMENT**

- A. This agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this agreement, shall constitute a breach of this agreement and may be cause for termination at the election of the CITY.
- B. The CITY reserves the right to waive any and all breaches of this agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of agreement.

**20. SEVERABILITY**

The provisions of this agreement are severable. If any portion of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

**21. CAPTIONS**

The captions of this agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this agreement.

**22. LITIGATION OR ARBITRATION**

In the event that suit or arbitration is brought to enforce the terms of this agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees. The Dispute Resolution provisions are set forth on Exhibit "B," 'Dispute Resolution' attached hereto and by this reference incorporated herein.

**23. RETENTION OF RECORDS**

Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and /or audit of the City, a federal agency, and the state of California.

**24. TERM OF AGREEMENT**

This agreement shall remain in effect for the period of July 1, 2022 through June 30, 2024 unless extended, amended, or terminated in writing by CITY.

**25. ENTIRE AGREEMENT**

This document constitutes the sole agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document's date. Any prior agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties to this agreement.

**26. STATEMENT OF ECONOMIC INTEREST**

Consultants, as defined by Section 18701 of the Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations, are required to file a Statement of Economic Interests with 30 days of approval of a contract services agreement with the City of its subdivisions, on an annual basis thereafter during the term of the contract, and within 30 days of completion of the contract.

Based upon review of the Consultant's Scope of Work and determination by the City Manager, it is determined that Consultant IS NOT required to file a Statement of Economic Interest. A statement of Economic Interest shall be filed with the City Clerk's office no later than 30 days after the execution of the agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

**FOR FIRST PARTY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Tax ID#

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Nira F. Doherty, City Attorney

\_\_\_\_\_  
Date

**FOR CITY OF MENLO PARK:**

\_\_\_\_\_  
Justin I.C. Murphy, City Manager

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Judi A. Herren, City Clerk

\_\_\_\_\_  
Date

**EXHIBIT "A" – SCOPE OF SERVICES****A1. SCOPE OF WORK**

FIRST PARTY agrees to provide consultant services for CITY's Building Division. In the event of any discrepancy between any of the terms of the FIRST PARTY's proposal and those of this agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:

Provide general consultant services for projects as determined by the CITY. The detailed scope of work for each task the CITY assigns the consultant shall be referred to as Exhibit A -1, which will become part of this agreement. A notice to proceed will be issued separately for each separate scope of work agreed to between the CITY and FIRST PARTY.

FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and CITY's satisfaction.

**A2. COMPENSATION**

CITY hereby agrees to pay FIRST PARTY at the rates to be negotiated between FIRST PARTY and CITY as detailed in Exhibit A-1. The actual charges shall be based upon (a) FIRST PARTY's standard hourly rate for various classifications of personnel; (b) all fees, salaries and expenses to be paid to engineers, consultants, independent contractors, or agents employed by FIRST PARTY; and shall (c) include reimbursement for mileage, courier and plan reproduction. The total fee for each separate Scope of Work agreed to between the CITY and FIRST PARTY shall not exceed the amount shown in Exhibit A-1.

FIRST PARTY shall be paid within thirty (30) days after approval of billing for work completed and approved by the CITY. Invoices shall be submitted containing all information contained in Section A5 below. In no event shall FIRST PARTY be entitled to compensation for extra work unless an approved change order, or other written authorization describing the extra work and payment terms, has been executed by CITY before the commencement of the work.

**A3. SCHEDULE OF WORK**

FIRST PARTY'S proposed schedule for the various services required will be set forth in Exhibit A-1.

**A4. CHANGES IN WORK -- EXTRA WORK**

In addition to services described in Section A1, the parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional services including but not limited to:

- Change in the services because of changes in scope of the work.
- Additional tasks not specified herein as required by the CITY.

The CITY and FIRST PARTY shall agree in writing to any changes in compensation and/or changes in FIRST PARTY's services before the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the Cotton-Shires Vice President David T. Schrier.

**A5. BILLINGS**

FIRST PARTY's bills shall include the following information: A brief description of services performed, project title and the agreement number; the date the services were performed; the number of hours spent and by whom; the current contract amount; the current invoice amount;

Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section A2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this agreement shall be incurred at the FIRST PARTY's discretion. Such expenses shall be FIRST PARTY's sole financial responsibility.

## EXHIBIT "B" - DISPUTE RESOLUTION

- B1.0** All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:
- B2.0 Mediation**
- B2.1** The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph B3.1.
- B3.0 Arbitration**
- B3.1** Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph B2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the agreement.
- B3.2** The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:
- B3.3** Any demand for arbitration shall be writing and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.
- B3.4** The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years' experience in construction litigation.
- B3.5** All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties.
- B3.6** The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.
- B3.7** Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.
- B3.8** The prevailing party shall be awarded reasonable attorneys' fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.
- B3.9** Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.
- B3.10** The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.

# CITY OF MENLO PARK RFQ FOR GEOTECHNICAL ENGINEERING REVIEW SERVICES

Qualified Geotechnical Engineering Reviewer



Prepared for:

**CITY OF MENLO PARK**

**Chuck Andrews**

**Community Development Assistant Director/Building Official  
City Hall**

**701 Laurel Street**

**Menlo Park, CA 94025**

**May 25, 2022**



**COTTON, SHIRES AND ASSOCIATES, INC.**  
**CONSULTING ENGINEERS AND GEOLOGISTS**

330 Village Lane, Los Gatos, California 95030 (408) 354-5542

6417 Dogtown Road, San Andreas, California 95249 (209) 736-4252

699 Hampshire Road, Suite 101, Thousand Oaks, California 91361-2352 (805) 370-8710 Page I-3.14



May 25, 2022  
P6202

**COVER LETTER**

**SUBJECT:** Geotechnical Engineering Review Services  
**PROPOSER:** Cotton, Shires, and Associates, Inc.  
330 Village Lane, Los Gatos, CA, 95030  
**CONTACT PERSON:** David T Schrier, Vice President  
(408-354-5542, Ex 216, dschrier@cottonshires.com)

Cotton, Shires and Associates, Inc. (CSA) is pleased to provide the City of Menlo Park with this short introduction to our firm and a brief summary of our geotechnical engineering peer review services. Upon reviewing our RFP response, we trust that you will find CSA uniquely qualified to provide the requested services because:

- We have been providing geotechnical peer review in the greater Bay Area for over 40 years. We are presently providing geologic and geotechnical peer review for many communities in the Bay Area including Woodside, Portola Valley, Los Altos Hills, San Mateo County, Cupertino, and various other communities in the Bay Area and California.
- We have professional relationships with Bay Area leading researchers in liquefaction hazard analysis (Dr. Bray, UCB, and Dr. Boulanger, UCD) and keep up to date with changes in professional practice.
- We have been acknowledged for our contributions to State Special Publication 117A (Guidelines for Evaluating Liquefaction and Landslide Hazards) and State Special Publication 42 (Earthquake Fault Zones).
- We provide the California Geological Survey (CGS) with input for Earthquake Zones of Required Investigation Maps.

We are interested and committed to providing quality geologic and geotechnical peer review services to the City. David T. Schrier has the authority to contractually bind CSA.

Respectfully submitted,  
**COTTON, SHIRES AND ASSOCIATES, INC.**

David T. Schrier  
Principal Geotechnical Engineer, GE 2334



## **STATEMENT OF QUALIFICATIONS**

### **Description of Firm**

**Cotton, Shires and Associates, Inc. (CSA)** was incorporated in California in 1974, and is a full-service geotechnical consulting firm and California Certified Small Business with offices in northern, central and southern California. CSA is a partnership privately owned by five of its key principals: Patrick Shires, CE, GE, (President and Senior Principal Geotechnical Engineer) David Schrier, CE, GE (Chief Executive Officer and Principal Geotechnical Engineer); John Wallace, PG, CEG (Secretary and Principal Engineering Geologist); Andrew Mead PG, CEG (Chief Financial Officer and Principal Engineering Geologist), and Sam Nolan, CE, GE (Chief Engineering Officer and Principal Geotechnical Engineer).

### **Office Locations/Employees/Key Contact**

CSA currently has 22 employees within three offices in California. The proposed services will be based out of our Northern California Office in Los Gatos, where David Schrier, Principal Geotechnical Engineer, will be the point of contact for the City.

### **Years in Business**

Between 1974 and 1997 (23 years) our company was called William Cotton and Associates, Inc. Between 1997 and present (25 years) our company name has been Cotton, Shires and Associates, Inc.

### **Description of Qualifications in Areas of Expertise and Services Provided – Geotechnical Peer Review**

Cotton, Shires and Associates, Inc., (CSA) is a leader in the field of geologic and geotechnical peer review within the Bay Area. Since 1974, CSA has been identifying geologic hazards impacting proposed residential construction. We have assisted communities with the development of planning policies to guide prudent development in reference to geologic constraints. We have prepared detailed Hazard Maps to assist with the recognition of potential problematic ground, and we have prepared community wide Geologic Maps. We have become versed in the spectrum of mitigation design options that may be successfully utilized to address areas constrained by adverse geotechnical conditions. Several of our municipal clients have been utilizing our services for more than four decades. Our peer reviews have included numerous fault, landslide, and liquefaction site investigation reports for conformance with State investigation and mitigation requirements published by the California Geological Survey.

In addition, we regularly serve as geologic and geotechnical experts in litigation cases and have had the opportunity to learn and employ state of the art geotechnical investigation and analysis techniques. Combined with our broad peer review experience, we have gained an understanding of the ranges of acceptable and deficient geotechnical practices common in the Bay Area. We are familiar with the quality of work prepared by all major geologic and geotechnical firms in the Bay Area.

By virtue of our long-term services to several hillside communities, we have been approached to investigate and design solutions for several dozen municipal roadways that have been damaged by landsliding. Design solutions commonly involve corrective grading, retaining walls, reinforced earth and/or use of stitch piers. We have either been the primary design consultant or participated (as part of a team) in roadway repair projects ranging up to five million dollars in construction costs.

We have completed geotechnical investigation and recommended foundation design parameters for public schools, libraries, a variety of municipal buildings, public parks, bridges, and creek restoration projects. We also have extensive experience evaluating the geotechnical feasibility of public trail projects and have developed creative engineering solutions to complex problems (such as an undercrossing of Highway 101 for the Mountain View Shoreline Park Bay Trail).

We are also available to provide emergency response services after natural disasters such as major earthquakes or ground failure. CSA was part of the Earthquake Recovery Work Unit for Santa Cruz County after the Loma Prieta earthquake and inspected and processed more than 500 applications for repair of damaged structures.

We have participated in the Cal OES Safety Assessment Program (SAP) that provides engineers/geologists to assist local governments in safety evaluations of the built environment in the aftermath of a disaster. Our staff includes multiple registered SAP Evaluators.

Due to our extensive experience as expert witnesses in geology and geotechnical engineering, we can also offer the City litigation support services. We have participated in several "trip and fall" cases as well as forensic evaluation of damage causation related to geotechnical factors.

### **Overview Of Peer Review Services**

CSA provides geologic and geotechnical peer review services for: 1) proposed projects subject to the Alquist-Priolo Earthquake Fault Zoning Act; 2) proposed projects subject to the Seismic Hazards Mapping Act; and 3) other projects within the City as deemed necessary by the Community Development Director, City Engineer or Building Official, as applicable and in accordance with the City's Zoning Code. The City may also request peer review of preliminary geologic and geotechnical scopes of investigative work proposed by Consultants for local projects. Our office is available for attending requested meetings with City Staff, Applicant's and their Consultants, as well as pertinent Planning Commission and City Council meetings with geologic hazard concerns.

Cotton, Shires and Associates, Inc., (CSA) proposes to provide the above services to the City on an "on-call basis" in which our firm acts as a Consultant to City staff. Our peer review workflow is structured to allow completion of a formal peer review letter (deliverable) **within 5 (for small projects) to 10 working days of receiving authorization to proceed** from the City. The time required for completion of each component is provided in the following detailed scope of work

description. The following description presents our proposed approach and detailed scope of work for our geologic and geotechnical peer review.

### **Geologic and Geotechnical Review Procedure**

Upon receiving written authorization from the appropriate City representative, we will initiate our peer review procedure, which typically involves three phases: 1) Geologic Data Compilation and Field Review, 2) a Review of submitted Geologic and Geotechnical Reports and Plans, and 3) Preparation of a Peer Review Letter. We have found that this approach works best for geologically and geotechnically complicated projects such as proposed improvements/developments in a hillside setting, near creek channel, or within liquefaction hazard zones.

1. Geologic Data Compilation and Field Review – This phase of our peer review provides an opportunity for the City Consultant (CSA) to inspect current site conditions and identify potential concerns and/or hazards which should be addressed by the applicant/developer’s consultants. This first phase of our peer review includes the following tasks:

- *Review of available geologic and geotechnical data*, including the subject geotechnical report, published geologic and hazard maps, and any subdivision or property-specific technical maps and reports in our office files or provided by the City;
- *Field reconnaissance of current site conditions* for proposed construction (including neighboring areas with potential impacts to the proposed development area). Recorded observations include topography (slope steepness, cut and fill slopes, etc.), cultural features (existing structures, utilities, foundation distress, etc.), drainage patterns and features (gullies, streams, ground water seeps, residential drainage, leachfields, etc.), and probable distribution of earth materials and geologic features (artificial fills, soil and colluvium, bedrock, landslide deposits, geologic contacts, faults, etc.). Site visits are typically performed in hillside environments, near suspected faults, and along creek channels. Site photographs are acquired during site inspections will be maintained in our project archives and will be provided to the City upon request.
- *Geologic examination of fault trenches* completed for projects within mapped fault zones (Pulgas Fault, Stanford Fault, San Jose Fault, and Unnamed fault zones); and
- *Geologic and geotechnical engineering evaluation* of local conditions and available data with respect to proposed construction.

2. Review of Geologic and Geotechnical Reports and Plans – Investigative reports that have been prepared for proposed developments are reviewed and evaluated to ensure that:

- The report conforms to State guidelines (117A and 42) as applicable
- Site conditions and constraints have been properly characterized including potential seismic hazards and expansive soils, etc.

- Supporting geologic and geotechnical data are adequate and consistent with conclusions concerning site conditions,
- Geotechnical design criteria and construction recommendations are appropriate for the proposed development,
- Particular attention is given to determining whether potential seismic hazards, slope instability, and expansive soils are addressed in geotechnical design recommendations for foundation design, earthwork activities and site drainage improvements. Surface and subsurface drainage issues are of particular importance in areas of marginal slope stability
- The provisions of the Menlo Park Municipal Code, (Title 12: Building & Construction) and pertinent policies are satisfied
- City adopted California Building Code of Regulations (Title 24), Parts 2 and 2.5 are satisfied
- Buildings located in areas susceptible to liquefaction are designed in conformance with the ASCE/SEI 7-16/7-22 Standards, and other applicable Building Code Standards when adopted by the City.

3. Preparation of Peer Review Letter - Based on review and evaluation of the submitted geotechnical report, development plans and all other available data, a review letter-report (**deliverable**) will be prepared that addresses the following:

- Summarizes the proposed development concept, site conditions and potential constraints to proposed development including recommended action to investigate and mitigate site constraints;
- Recommends either approval or non-approval of applicable permits for the particular development application;
- Recommends Items (supplemental investigation and/or technical analysis or design criteria) to be addressed in order to demonstrate adequacy of the report and proposed mitigation methods; and
- Provides conditions to be satisfied prior to specific development stages (such as issuance of permits or granting of occupancy).

### **Attendance of Meetings**

CSA representatives will also be available for attendance of meeting at City offices or via Zoom (or similar) to discuss property geologic and geotechnical constraints and facilitate resolution of outstanding Items.

Our system of geotechnical review is structured so that experienced staff- and senior-level geologists and engineers generally perform the most time-consuming tasks (i.e., background search, compilation of data, preparation for field inspection and the actual mapping of site conditions) under the direction of Supervising/Managing or Principal Geologists and Engineers. Accumulated field data is evaluated in detail at our office by appropriate, more senior members

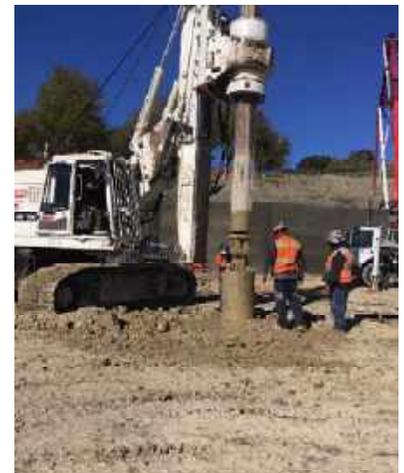
of our staff. Pertinent geologic issues and engineering concerns are discussed with the Principals of the firm, and appropriate review comments or recommendations are formulated. **Our office is benefitted by the number of qualified technical staff employed including multiple licensed Geotechnical Engineers and Certified Engineering Geologists.**

### **Methods to Achieve Efficient and Effective Peer Review**

Generally, the cost of the geologic/geotechnical review is directly related to the complexity of the site and the adequacy of the submitted documents. Our services are provided on a time and expenses basis as discussed in the following section. In performing review services, we aim to work closely with both the City and the Project Geotechnical Consultant, if applicable, to streamline the review process and our involvement in the City's permitting system. We do not object to preemptive discussions with local Geotechnical Consultants and the City regarding forthcoming projects and find that these measures can save significant time in addressing potential technical concerns.

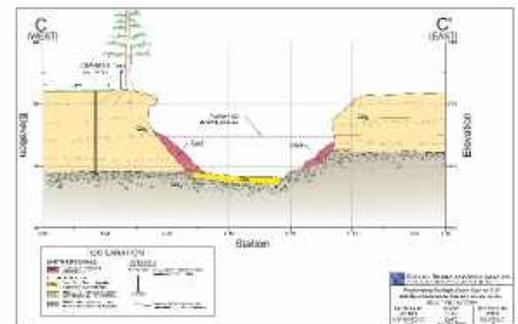
### **Four Project Examples**

**One project shall be for residential new construction or alteration with a pier-and-grade foundation on highly expansive soil:** Cotton, Shires, and Associates was the geotechnical engineer of record for a two-story senior living facility in San Ramon, California. The geotechnical hazards at the site included expansive soils (PI=47). A CIDH (cast-in-drilled hole) deep pier and grade beam foundation system was selected to mitigate the uplift pressures caused by swelling of the highly expansive near-surface soils. Piers were embedded at least 12 feet into competent siltstone bedrock (pier depths ranges from 15 and 70 feet). Void forms were recommended under all grade beams to provide swelling space without overstressing the members.



**One project shall be for a revision to residential construction where the situation required plan updates per the Consultant's analysis:**

Cotton, Shires, and Associates was the geotechnical engineer of record for retaining wall project to stabilize the backyard of a residence that was undermined by San Francisquito Creek in Menlo Park, California. Cotton, Shires and Associates reviewed the plans and observed that the designed pier layout should be revised to avoid cutting heritage tree roots.



**One project shall be for commercial or industrial new construction of a building taller than 3 stories:**

Cotton, Shires, and Associates was the geotechnical engineer of record for a new five-story hotel and an above-ground five-story parking structure in Mountain View, California. Our subsurface investigation included CPT's (Cone Penetration Test) and borings to depths of 70 to 80 feet. We identified liquefiable and compressible soils underlying the site, developed static and seismic settlement estimates, identified bearing layers, and recommended that the hotel and parking structure be supported on an auger-cast (auger pressure grouted displacement) deep foundation. Several of the piers were exposed to construct the elevator well and other underground structures.



**One project shall specifically address retaining walls or in ground swimming pools; with walls at least 7 feet tall**

Cotton, Shires, and Associates was the geotechnical engineer of record on a project to stabilize a roughly 100-foot long section of roadway that was being undermined by a landslide in San Bruno, California. The roadway was stabilized with a shear pin and tieback supported with 8 to 10 feet of lagging. After backfill, only 4 to 6 feet of the lagging was exposed. In addition to the subsurface investigation, CSA surveyed the site, prepared a topographic base map, prepared a geologic map and cross section, performed geotechnical analysis, developed alternative stabilization measures, and provided construction observation and testing services during construction.



**Accela and DigEplan**

We regularly use both Accela and DigEplan with other communities.

**Billing Rates**

We propose the following hourly billing rates for geologic and geotechnical peer review services:

<u>Personnel Charges:</u>	<u>Cost per Hour</u>
Principal Geologist/Engineer	\$215
Supervising Geologist/Engineer	\$180
Senior Geologist/Engineer	\$160
Staff Geologist/Engineer	\$125

The above rates reflect an average 20 percent discount off our 2022 standard fee schedule for private clients. We are able to offer the City discounted rates because of the relatively low business development costs associated with a long standing peer review agreement. We do not anticipate use of sub-consultants. The following is our proposed rate for mileage to meetings or site inspections to be charged from our Los Gatos office.

2022 Mileage (or current IRS approved rate)                      \$.585/mile

**Key Personnel Availability**

Our key staff, Craig Stewart P.G., and Kevin Harmon P.G., are available to work on City projects for up to 20% and David Schrier is available to work on City projects for up to 10% of our time.

**Not to Exceed Costs and Recommended Deposit for Peer Review**

The total cost to complete geologic and geotechnical peer review of a project depends on several variables including the following: size of project, geologic complexity, completeness of submitted documents, number of required supplemental submittals, attendance of project meetings, discussions with City staff or applicant’s Consultants, extent of field inspections (e.g., inspection of fault trench), and flexibility of the project design team to address identified constraints.

Generally, we find that our services for municipal clients have been most successful when an initial deposit is received that is intended to cover both an initial and supplemental geologic peer review. Funds not used as part of our peer review for an approved project may then be returned to the applicant, and for complicated projects requiring multiple peer reviews (more than two letters) additional deposits may be required. Typically, other communities we consult with request an initial deposit of between \$2,500 or \$3,500 from the applicant for a single-lot development prior to authorization. An estimated cost breakdown of our anticipated fees can be provided on request.

Our well-established system of peer review is efficient, and we strive to complete peer review in an expedient and cost-effective manner. We charge in quarter-hour increments for the actual time required to complete the work. We understand that work should not proceed past Task Order or Transmittal authorizations. CSA shall send a written request to the City Project Manager if it is determined that additional work is needed to complete a Task Order. This request and City authorization must be obtained PRIOR TO completion of work exceeding an initial Task Order. Total not-to-exceed costs for a given year of agreement services depends on the number and complexity of projects submitted for review.

**Supplemental Services**

In addition to providing review services, CSA is available to perform a range of engineering geologic and geotechnical engineering services for the community, including design-level

investigations for municipal projects (e.g., roadway, utility, retaining wall and other public works projects), geotechnical construction inspection, field and laboratory testing services, and other geologic/geotechnical consultation. The range of services provided by CSA is presented on our website [www.cottonshires.com](http://www.cottonshires.com). Additional services that may be applicable to the City include the following:

- Preparation/update of City geologic and hazard maps;
- Updates to the City General Plan or City Code in regards to geologic hazards;
- Emergency response and coordination, several of our staff are Post-Disaster Safety Assessment Program (SAP) certified by CalOES;
- Geologic and geotechnical engineering site investigations;
- Preparation of design drawings and specifications for roadway repairs, retaining walls, grading and landslide mitigation projects;
- Monitoring and risk assessment of landslide hazards (including piezometer and inclinometer installation); and
- Litigation support, person most qualified and expert witness testimony

## **References**

Carol Borck, Senior Development Review Technician  
TOWN OF PORTOLA VALLEY  
765 Portola Road  
Portola Valley, California 94028  
[CBorck@portolavalley.net](mailto:CBorck@portolavalley.net)  
650-851-1700 ext. 211

Steve Padovan, Principal Planner  
TOWN LOS ALTOS HILLS  
26379 Fremont Road  
Los Altos Hills, CA 94022  
[spadovan@losaltoshills.ca.gov](mailto:spadovan@losaltoshills.ca.gov)  
650-947-2509

Sage Schaan, Principal Planner  
TOWN OF WOODSIDE  
2955 Woodside Road  
Woodside, CA 94062  
[Sschaan@woodsidetown.org](mailto:Sschaan@woodsidetown.org)  
650-530-3432



**CONSULTANT AGREEMENT**

City Manager's Office  
701 Laurel St., Menlo Park, CA 94025  
tel 650-330-6620



Agreement #:
<p><b>AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND NINYO &amp; MOORE GEOTECHINCAL AND ENVIRONMENTAL SCIENCES CONSULTANTS (NINYO &amp; MOORE)</b></p>
<p>THIS AGREEMENT made and entered into at Menlo Park, California, this _____, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and NINYO &amp; MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS (NINYO &amp; MOORE), hereinafter referred to as "FIRST PARTY."</p>
<p>WITNESSETH:</p> <p>WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional services for CITY in connection with that certain project called: Geotechnical engineering peer review services</p> <p>WHEREAS, FIRST PARTY is licensed to perform said services and desires to and does hereby undertake to perform said services.</p> <p>NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND CONDITIONS of each of the parties hereto, it is hereby agreed as follows:</p>
<p><b>1. SCOPE OF WORK</b></p>
<p>In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the services as set forth in Exhibit "A," Scope of Services.</p>
<p><b>2. SCHEDULE FOR WORK</b></p>
<p>FIRST PARTY's proposed schedule for the various services required pursuant to this agreement will be as set forth in Exhibit "A," Scope of Services. CITY will be kept informed as to the progress of work by written reports, to be submitted monthly or as otherwise required in Exhibit "A." Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other, or the other's employees and agents.</p> <p>FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY. The "Notice to Proceed" date shall be considered the "effective date" of the agreement, as used herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver to CITY all project related files, records, and materials within one month after completion of all of FIRST PARTY's activities required under this agreement.</p>
<p><b>3. PROSECUTION OF WORK</b></p>
<p>FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will complete the work in accordance with the schedule of work approved by the CITY. (See Exhibit "A," Scope of Services).</p>

#### 4. COMPENSATION AND PAYMENT

- A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed hourly amount as described in Exhibit "A," Scope of Services. All payments shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.
- B. FIRST PARTY's fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.
- C. Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, the FIRST PARTY shall submit a statement describing the services performed to CITY. This statement shall include, at a minimum, the project title, agreement number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.
- D. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY's relevant records pertaining to the charges.

#### 5. EQUAL EMPLOYMENT OPPORTUNITY

- A. FIRST PARTY, with regard to the work performed by it under this agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap, marital status or age in the retention of sub-consultants, including procurement of materials and leases of equipment.
- B. FIRST PARTY shall take affirmative action to insure that employees and applicants for employment are treated without regard to their race, color, religion, sex, national origin, marital status or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship.
- C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status or handicap.
- E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.
- F. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY's agreement with all sub-consultants.

#### 6. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST

- A. FIRST PARTY shall not assign this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however, that claims for money due or to become due to the FIRST PARTY from the CITY under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.
- B. In the event there is a change of more than 30 percent of the stock ownership or ownership in FIRST PARTY from the date of this agreement is executed, then CITY shall be notified before the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this agreement upon notice to FIRST PARTY. In the event CITY is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that CITY has terminated this agreement.

## 7. INDEPENDENT WORK CONTROL

It is expressly agreed that in the performance of the service necessary for compliance with this agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY's services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

## 8. CONSULTANT QUALIFICATIONS

It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling necessary to perform the work agreed to be done by it under this agreement and CITY relies upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the profession. The acceptance of FIRST PARTY's work by CITY does not operate as a release of FIRST PARTY from said understanding.

## 9. NOTICES

All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service. Notices required to be given to CITY shall be addressed as follows:

Chuck Andrews  
Community Development  
City of Menlo Park  
701 Laurel St.  
Menlo Park, CA 94025  
650-330-6757  
chandrews@menlopark.org

Notices required to be given to FIRST PARTY shall be addressed as follows:

Ransom Hennefer  
Ninyo & Moore Geotechnical & Environmental Sciences Consultants  
2149 O'Toole Avenue Suite 30  
San Jose, CA 95131  
(408) 435-9000 x15304  
rhennefer@ninyoandmoore.com

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.

## 10. HOLD HARMLESS

The FIRST PARTY shall defend, indemnify and hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants from all claims, suits or actions that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the FIRST PARTY brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work required by this agreement by FIRST PARTY, its officers, agents, employees and servants. Nothing herein shall be construed to require the FIRST PARTY to defend, indemnify or hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants against any responsibility to liability in contravention of Section 2782.8 of the California Civil Code.

## 11. INSURANCE

- A. FIRST PARTY shall not commence work under this agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City, with certificates of insurance evidencing the required coverage.
- B. There shall be a contractual liability endorsement extending the FIRST PARTY's coverage to include the contractual liability assumed by the FIRST PARTY pursuant to this agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the CITY, at the address shown in Section 9, of any pending cancellation of the policy. FIRST PARTY shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.
1. Workers' compensation and employer's liability insurance:  
The FIRST PARTY shall have in effect during the entire life of this agreement workers' compensation and Employer's Liability Insurance providing full statutory coverage. In signing this agreement, the FIRST PARTY makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this agreement" (not required if the FIRST PARTY is a Sole Proprietor).
  2. Liability insurance:  
The FIRST PARTY shall take out and maintain during the life of this agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the FIRST PARTY's operations under this agreement, whether such operations be by FIRST PARTY or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) in aggregate, or one million dollars (\$1,000,000) combined single limit bodily injury and property damage for each occurrence. FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this agreement in an amount of not less than one million dollars (\$1,000,000) for each accident combined single limit or not less than one million dollars (\$1,000,000) for any one (1) person, and one million dollars (\$1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, (\$300,000) property damage.
  3. Professional liability insurance:  
FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this agreement, in the amount of not less than one million dollars (\$1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.
- C. CITY and its subsidiary agencies, and their officers, agents, employees and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the Professional Liability and workers' compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.
- D. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this agreement to the contrary, immediately declare a material breach of this agreement and suspend all further work pursuant to this agreement.
- E. Before the execution of this agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.

## 12. PAYMENT OF PERMITS/LICENSES

Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, before commencement of said work/services or forfeit any right to compensation under this agreement.

## 13. RESPONSIBILITY AND LIABILITY FOR SUB-CONSULTANTS AND/OR SUBCONTRACTORS

Approval of or by CITY shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its sub-consultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, specifications or other documents prepared by FIRST PARTY or its sub-consultants and/or subcontractors.

## 14. OWNERSHIP OF WORK PRODUCT

Work products of FIRST PARTY for this project, which are delivered under this agreement or which are developed, produced and paid for under this agreement, shall become the property of CITY. The reuse of FIRST PARTY's work products by City for purposes other than intended by this agreement shall be at no risk to FIRST PARTY.

## 15. REPRESENTATION OF WORK

Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit "A" or as otherwise specified in Exhibit "A."

## 16. TERMINATION OF AGREEMENT

- A. CITY may give thirty (30) days written notice to FIRST PARTY, terminating this agreement in whole or in part at any time, either for CITY's convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY's change of its assigned personnel on the project without prior CITY approval. Upon receipt of such notice, FIRST PARTY shall:
1. Immediately discontinue all services affected (unless the notice directs otherwise); and
  2. Deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this agreement, whether completed or in process.
- B. If termination is for the convenience of CITY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- C. If the termination is due to the failure of FIRST PARTY to fulfill its agreement, CITY may take over the work and prosecute the same to completion by agreement or otherwise. In such case, FIRST PARTY shall be liable to CITY for any reasonable additional cost occasioned to the CITY thereby.
- D. If, after notice of termination for failure to fulfill agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this Section.
- E. The rights and remedies of the CITY provided in this Section are in addition to any other rights and remedies provided by law or under this agreement.
- F. Subject to the foregoing provisions, the CITY shall pay FIRST PARTY for services performed and expenses incurred through the termination date.

**17. INSPECTION OF WORK**

It is FIRST PARTY's obligation to make the work product available for CITY's inspections and periodic reviews upon request by CITY.

**18. COMPLIANCE WITH LAWS**

It shall be the responsibility of FIRST PARTY to comply with all State and Federal Laws applicable to the work and services provided pursuant to this agreement, including but not limited to compliance with prevailing wage laws, if applicable.

**19. BREACH OF AGREEMENT**

- A. This agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this agreement, shall constitute a breach of this agreement and may be cause for termination at the election of the CITY.
- B. The CITY reserves the right to waive any and all breaches of this agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of agreement.

**20. SEVERABILITY**

The provisions of this agreement are severable. If any portion of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

**21. CAPTIONS**

The captions of this agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this agreement.

**22. LITIGATION OR ARBITRATION**

In the event that suit or arbitration is brought to enforce the terms of this agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees. The Dispute Resolution provisions are set forth on Exhibit "B," 'Dispute Resolution' attached hereto and by this reference incorporated herein.

**23. RETENTION OF RECORDS**

Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and /or audit of the City, a federal agency, and the state of California.

**24. TERM OF AGREEMENT**

This agreement shall remain in effect for the period of July 1, 2022 through June 30, 2024 unless extended, amended, or terminated in writing by CITY.

**25. ENTIRE AGREEMENT**

This document constitutes the sole agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document's date. Any prior agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties to this agreement.

**26. STATEMENT OF ECONOMIC INTEREST**

Consultants, as defined by Section 18701 of the Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations, are required to file a Statement of Economic Interests with 30 days of approval of a contract services agreement with the City of its subdivisions, on an annual basis thereafter during the term of the contract, and within 30 days of completion of the contract.

Based upon review of the Consultant's Scope of Work and determination by the City Manager, it is determined that Consultant IS NOT required to file a Statement of Economic Interest. A statement of Economic Interest shall be filed with the City Clerk's office no later than 30 days after the execution of the agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

**FOR FIRST PARTY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Tax ID#

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Nira F. Doherty, City Attorney

\_\_\_\_\_  
Date

**FOR CITY OF MENLO PARK:**

\_\_\_\_\_  
Justin I.C. Murphy, City Manager

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Judi A. Herren, City Clerk

\_\_\_\_\_  
Date

**EXHIBIT "A" – SCOPE OF SERVICES****A1. SCOPE OF WORK**

FIRST PARTY agrees to provide consultant services for CITY's Building Department. In the event of any discrepancy between any of the terms of the FIRST PARTY's proposal and those of this agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:

Provide general consultant services for projects as determined by the CITY. The detailed scope of work for each task the CITY assigns the consultant shall be referred to as Exhibit A -1, which will become part of this agreement. A notice to proceed will be issued separately for each separate scope of work agreed to between the CITY and FIRST PARTY.

FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and CITY's satisfaction.

**A2. COMPENSATION**

CITY hereby agrees to pay FIRST PARTY at the rates to be negotiated between FIRST PARTY and CITY as detailed in Exhibit A-1. The actual charges shall be based upon (a) FIRST PARTY's standard hourly rate for various classifications of personnel; (b) all fees, salaries and expenses to be paid to engineers, consultants, independent contractors, or agents employed by FIRST PARTY; and shall (c) include reimbursement for mileage, courier and plan reproduction. The total fee for each separate Scope of Work agreed to between the CITY and FIRST PARTY shall not exceed the amount shown in Exhibit A-1.

FIRST PARTY shall be paid within thirty (30) days after approval of billing for work completed and approved by the CITY. Invoices shall be submitted containing all information contained in Section A5 below. In no event shall FIRST PARTY be entitled to compensation for extra work unless an approved change order, or other written authorization describing the extra work and payment terms, has been executed by CITY before the commencement of the work.

**A3. SCHEDULE OF WORK**

FIRST PARTY'S proposed schedule for the various services required will be set forth in Exhibit A-1.

**A4. CHANGES IN WORK -- EXTRA WORK**

In addition to services described in Section A1, the parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional services including but not limited to:

- Change in the services because of changes in scope of the work.
- Additional tasks not specified herein as required by the CITY.

The CITY and FIRST PARTY shall agree in writing to any changes in compensation and/or changes in FIRST PARTY's services before the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the Ninyo & Moore Geotechnical representative, Ransom Hennefer.



**A5. BILLINGS**

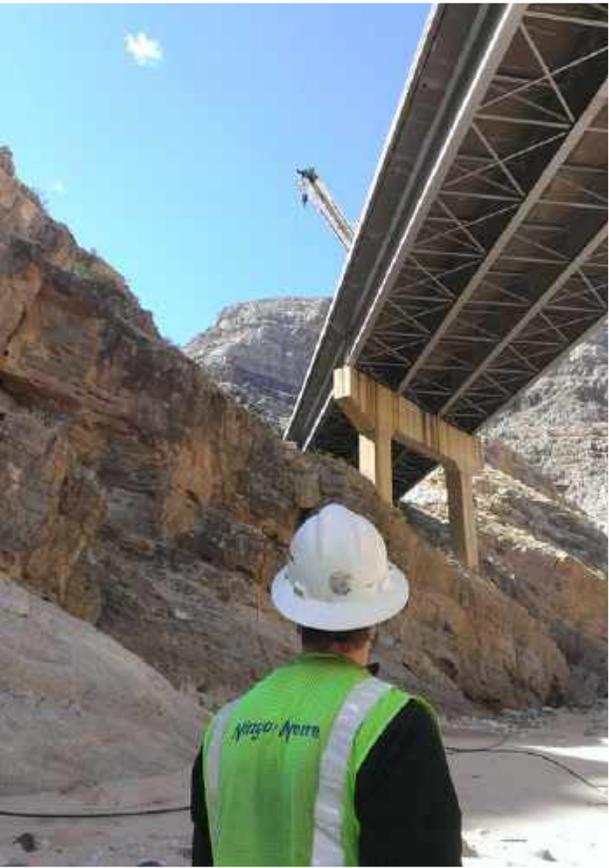
FIRST PARTY's bills shall include the following information: A brief description of services performed, project title and the agreement number; the date the services were performed; the number of hours spent and by whom; the current contract amount; the current invoice amount; Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section A2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this agreement shall be incurred at the FIRST PARTY's discretion. Such expenses shall be FIRST PARTY's sole financial responsibility.

## EXHIBIT "B" - DISPUTE RESOLUTION

- B1.0** All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:
- B2.0 Mediation**
- B2.1** The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph B3.1.
- B3.0 Arbitration**
- B3.1** Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph B2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the agreement.
- B3.2** The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:
- B3.3** Any demand for arbitration shall be writing and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.
- B3.4** The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years' experience in construction litigation.
- B3.5** All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties.
- B3.6** The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.
- B3.7** Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.
- B3.8** The prevailing party shall be awarded reasonable attorneys' fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.
- B3.9** Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.
- B3.10** The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.

Mr. Chuck Andrews, Building Official  
City of Menlo Park  
Community Development - Building Division  
701 Laurel Street  
Menlo Park, California 94025



# City of Menlo Park

RFQ for Geotechnical Consulting Services:

## Qualified Consulting Geotechnical Engineering Reviewer



May 27, 2022  
Proposal No. P08OAK02-01823

**Ninyo & Moore**  
Geotechnical & Environmental Sciences Consultants

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*Ninyo & Moore offers the City extensive geotechnical expertise gained from completing thousands of projects throughout Northern California.*

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Geotechnical & Environmental Sciences Consultants

May 27, 2022  
Proposal No. 08OAK02-01823

Mr. Chuck Andrews, Building Official  
City of Menlo Park  
Community Development - Building Division  
701 Laurel Street  
Menlo Park, California 94025

Subject: City of Menlo Park  
RFQ for Geotechnical Consulting Services:  
Qualified Consulting Geotechnical Engineering Reviewer



Dear Mr. Andrews:

Ninyo & Moore Geotechnical and Environmental Sciences Consultants (Ninyo & Moore) is pleased to submit this proposal to provide the City of Menlo Park (City) Geotechnical Engineering Review Services under a 5-Year Master Agreement. We specialize in geotechnical engineering review services as part of the wide range of consulting services that we provide to our clients, including an on-call construction materials testing services contract that we currently hold with the City.

Ninyo & Moore was established in San Diego, California, on September 2, 1986, and incorporated as a Corporation in the State of California on March 3, 1987. In 1990, we established our first branch office in Irvine and have since grown to 16 office locations in California, Arizona, Nevada, Utah, Texas, and Colorado.

The City's designated single Point of Contact for the agreement and RFQ process is Mr. Ransom Hennefer, PE, GE, ACI, ICC, who has successfully managed Ninyo & Moore's on-call construction materials testing contract with the City. Ransom's contact information includes:

City's Single Point of Contact
<p><b>Ransom Hennefer, PE, GE, ACI, ICC, Point of Contact   Principal Engineer</b>            2149 O'Toole Avenue, Suite 30, San Jose, California 95131            408.435.9000, ext. 15304 (p)   rhennefer@ninyoandmoore.com (e)</p>

A brief summary of general qualifications we offer the City includes:

**LONG-STANDING PUBLIC WORKS SERVICE PROVIDER:** Ninyo & Moore has specialized in providing geotechnical engineering to public agencies since opening over 35 years ago. Our team has a deep understanding of the unique challenges faced when working on behalf of multiple stakeholders under tight budgets or compressed schedules. Our understanding comes from managing numerous contracts for public agencies throughout Northern California, including entities such as the City, City of Fremont, City of San Mateo, and County of San Francisco.

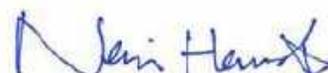
**THOROUGH UNDERSTANDING OF LOCAL SOILS AND GEOLOGY:** Ninyo & Moore has been providing geotechnical engineering services for projects within the City for over 30 years, and, to date, has completed over 500 projects within city limits. Our team's understanding of the local subsurface conditions coupled with our existing relationships with other potential project stakeholders will assist in the timely, on-budget completion of all required services.

**DEEP BENCH OF RESOURCES TO SUPPORT THE CONTRACT:** The Ninyo & Moore team will be led from our San Jose, California office, with support from our Alameda, California office as needed. This local team includes a number of professional, field and laboratory, and administrative support staff, and we are confident that our in-house resources can successfully support this contract throughout its duration.

We have reviewed the subject RFQ for consideration as we prepared our submittal. We appreciate your consideration of our capabilities and qualifications, and hope to continue our relationship with the City.

Sincerely,  
**NINYO & MOORE**

  
Ransom Hennefer, PE, GE, ACI, ICC  
Point of Contact | Principal Engineer

  
Nersi Hemati, PE, GE  
Principal Engineer

RS/RH/NH/gg/eb

Distribution: Electronic Upload via Planetbids

# 2 | Statement of Qualifications

## OUR EXPERIENCE OFFERS BOTH DIVERSITY & DEPTH

### DESCRIPTION OF FIRM

“S”

corporation in the State of California

535

widely recognized professional employees

36

years of innovative geotechnical and environmental solutions

### QUALIFICATIONS IN AREAS OF EXPERTISE AND SERVICES PROVIDED

Ninyo & Moore’s personnel are licensed in their specific disciplines and are fully committed to providing the necessary resources for successful completion of reviews and projects. Ninyo & Moore has drawn from its staff of 535 professionals, a carefully selected and qualified team which includes registered Professional (Civil) Engineers, Geotechnical Engineers, Professional Geologists, and Certified Engineering Geologists.

Ninyo & Moore’s strengths lie in the knowledge of and experience with the City’s scope of work, Municipal Code, and California Code of Regulations. Mr. Ransom Hennefer, PE, GE, ACI, ICC who has effectively managed Ninyo & Moore’s on-call construction materials testing contract with the City will be the Point of Contact/Principal Engineer. The table below summarizes Mr. Hennefer and the rest of our key personnel’s credentials and relevant project experience.

SUMMARY OF KEY PERSONNEL QUALIFICATIONS			
Staff Name & Title	Credentials	Project Experience	Services Provided
<b>Ransom Hennefer</b> Point of Contact   Principal Engineer <i>10 Years Experience</i>	PE 85603 GE 3152	<ul style="list-style-type: none"> <li>U-Haul Facility, Turlock, CA</li> <li>Robert Pools Renovation, Oakland, CA</li> <li>Residence 4711 Huntington Drive, Montclair, CA</li> <li>Commercial 121 E. Grand Avenue, San Mateo, CA</li> </ul>	<ul style="list-style-type: none"> <li>Geotechnical Plan Review</li> <li>Geologic and Seismic Literature Review</li> <li>Geotechnical Evaluation</li> <li>Geotechnical Peer Review</li> </ul>
<b>Nersi Hemati</b> Principal Engineer <i>44 Years Experience</i>	GE 390	<ul style="list-style-type: none"> <li>Residence 10 Eton Way, Mill Valley, CA</li> <li>Residence 55 Spring Lane, Tiburon, CA</li> <li>Residence 375 Louise Court, Milpitas, CA</li> <li>Koret Building, San Francisco, CA</li> </ul>	<ul style="list-style-type: none"> <li>Geotechnical Plan Review</li> <li>Construction Plan Review</li> <li>Geologic Literature Review</li> <li>Geotechnical Studies</li> </ul>
<b>David Seymour</b> Principal Engineering Geologist <i>36 Years Experience</i>	PG 5086 CEG 1574	<ul style="list-style-type: none"> <li>U-Haul Facility, Turlock, CA</li> <li>Robert Pools Renovation, Oakland, CA</li> <li>East Whisman DEIR, Mountain View, CA</li> <li>Hidden Canyon Residences and Preserve, Pleasanton, CA</li> </ul>	<ul style="list-style-type: none"> <li>Geotechnical Plan Review</li> <li>Geologic and Seismic Literature Review</li> <li>Third-Party Review</li> <li>Geotechnical Review</li> </ul>
<b>Peter Connolly</b> Principal Engineer <i>30 Years Experience</i>	PE 61547 GE 2707	<ul style="list-style-type: none"> <li>Robert Pools Renovation, Oakland, CA</li> <li>Albany High School, Albany, CA</li> <li>Floating Solar PV Project, Sonoma, CA</li> <li>Starr King Elementary School, San Francisco, CA</li> </ul>	<ul style="list-style-type: none"> <li>Geologic and Seismic Literature Review</li> <li>CA Geological Survey Letter Review</li> <li>Geotechnical Peer Review</li> <li>Structural Plan Review</li> </ul>
<b>Anthony Dover</b> Principal Engineer <i>38 Years Experience</i>	PE 51445 GE 2461	<ul style="list-style-type: none"> <li>Escravos Gas-to-Liquids Plant, Nigeria</li> <li>FEED for Early Works and Infrastructure, Kazakhstan</li> <li>Chevron Future Growth Project, Kazakhstan</li> <li>San Francisco International Airport Runway Reconfiguration, San Francisco, CA</li> </ul>	<ul style="list-style-type: none"> <li>Owner’s Oversight</li> <li>Lead Geotechnical Engineer</li> <li>Design Oversight</li> <li>Lead Geotechnical Subject Matter Expert</li> </ul>

### GEOTECHNICAL ENGINEERING FIELD EXPERIENCE

Established in 1986, Ninyo & Moore has provided geotechnical engineering, geologic, hydrogeologic, soil and materials testing and inspection, and environmental consulting services for public agencies throughout the western United States with a core segment of our business being performed under on-call or as-needed contracts. We have completed many projects similar to those requested for geotechnical engineering review services throughout California. Highlights of our specific project experience and capabilities relative to the City's scope of work are detailed below.

“

*I found Ninyo & Moore to be Professional (they have deep in-house core competency through their staff and experience) and Responsive (their corporate culture demands staff to act in real time).*

- Saeed Yousef  
former COO  
Bothman Construction

”

### PROJECT EXPERIENCE WITH RESIDENTIAL NEW CONSTRUCTION WITH HIGHLY EXPANSIVE SOIL

<b>Project</b>	10 Eton Way, Mill Valley, CA
<b>Timeframe</b>	March 2018 to October 2020   Deliverables ready within 5 business days.
<b>Scope of Summary</b>	<p>Nersi Hemati Consulting Soil Engineer performed a geotechnical investigation including 4 test borings and had laboratory tests performed on select recovered soil samples. He prepared a geotechnical report which partly discussed the presence of moderately expansive soils at the site. Drilled cast-in-place reinforced concrete were therefore recommended for foundation support of this single-family residence.</p> <p>Mr. Hemati reviewed the foundation plans and details for the project and prepared a geotechnical plan review letter for submittal to the City of Mill Valley Building Department so that a building permit could be obtained.</p> <p>Mr. Hemati supervised his field engineers who observed drilled pier foundations being drilled, dewatered and poured after placement of steel cages. Retaining wall back drains and under-slab subdrains were also observed during construction.</p>
<b>Approximate Valuation</b>	\$15,000
<b>Firm's Role</b>	✓ Geotechnical Plan Review   ✓ Geotechnical Investigation   ✓ Laboratory Testing
<b>Relevant Staff</b>	Nersi Hemati



**PROJECT EXPERIENCE WITH REVISION TO RESIDENTIAL CONSTRUCTION WITH PLAN UPDATES**

<b>Project</b>	55 Spring Lane, Tiburon, CA
<b>Timeframe</b>	December 2019 to March 2021   Deliverables ready within 5 business days.
<b>Scope of Summary</b>	Nersi Hemati Consulting Soil Engineer performed a geotechnical investigation recommending drilled pier foundations for this residential project on a hillside in Tiburon. Drilled piers had been recommended so that foundations would extend well into the underlying bedrock and capable of resisting lateral creep forces.  Plans were received indicating spread footing foundations after the contractor had started excavation the footings. After discussions with the project structural engineer, he revised the foundation design and drilled piers were specified.
<b>Approximate Valuation</b>	\$15,000
<b>Firm's Role</b>	✓ Construction Plan Review   ✓ Geotechnical Investigation
<b>Relevant Staff</b>	Nersi Hemati



*Ninyo & Moore has assisted the City of Oakland with a wide variety of projects. They have kept budgets to a minimum and have delivered a quality product. They have also demonstrated the ability to be flexible with both budgets and personnel as projects evolve. They are attentive to the City's needs and excellent at keeping lines of communication open before, during and after a project.*

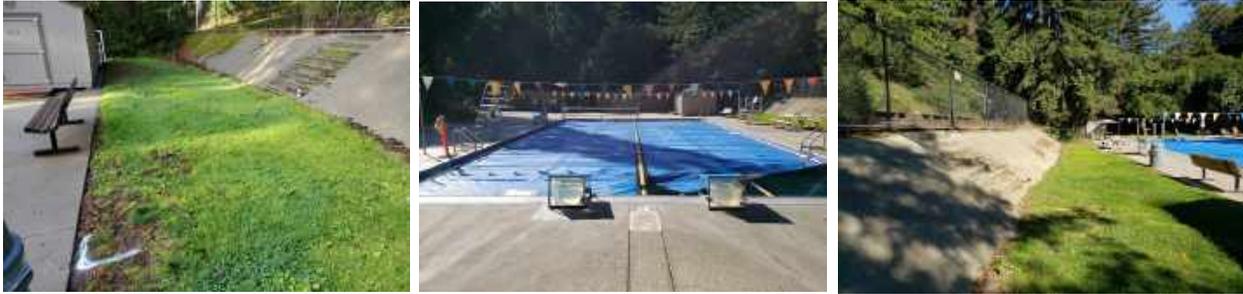
- Mark Gomez  
Supervisor, Environmental Protection & Compliance  
City of Oakland



**PROJECT EXPERIENCE WITH COMMERCIAL NEW CONSTRUCTION BUILDING TALLER THAN 3 STORIES**

<b>Project</b>	U-Haul Facility, 3701 Countryside Drive, Turlock, CA
<b>Timeframe</b>	January 2022 to February 2022   Deliverables ready within 5 business days.
<b>Scope of Summary</b>	Ninyo & Moore performed a geotechnical evaluation for the proposed U-Haul facility located at 3701 Countryside Drive in Turlock, California. The proposed structure was a 4- to 5-story commercial building, including offices, storage, and parking. The purpose of the evaluation was to evaluate the underlying soil conditions as they relate to the construction of the proposed development and provide geotechnical data and recommendations for the design and construction of the project.
<b>Approximate Valuation</b>	\$11,180
<b>Firm's Role</b>	✓ Geotechnical Review   ✓ Geotechnical Evaluation   ✓ Geotechnical Design
<b>Relevant Staff</b>	Ransom Hennefer, David Seymour





## PROJECT EXPERIENCE WITH IN-GROUND SWIMMING POOL WITH RETAINING WALL

<b>Project</b>	East Bay Regional Parks District, Robert Pools Renovation, Oakland, California
<b>Timeframe</b>	December 2019 to March 2020   Deliverables ready within 5 business days.
<b>Scope of Summary</b>	<p>Ninyo &amp; Moore performed a geotechnical evaluation for the Roberts Pool Renovation project. The project consists of construction of a new swimming pool with a footprint of approximately 6,300 square feet, a 2,300 square foot pool house located south of the pool, and a 1,200 square foot equipment and storage building located north of the pool. A new gabion cage retaining wall system was planned along the west and east sides of the pool with maximum heights of approximately 5 feet. The gabion retaining wall system on the east side consists of two terraced walls. A small retaining wall up to 3 feet high was also planned along the north side of the new ADA parking improvements.</p> <p>Ninyo &amp; Moore's services included review of geologic and seismic literature pertinent to the project area including geologic maps and reports, regional fault maps, and seismic hazard maps; performance of site reconnaissance to observe the general site conditions, and mark; laboratory testing on selected soil samples to evaluate in-place soil moisture content and density, particle size distribution, Atterberg limits, expansion index, soil corrosivity, and R-value; data compilation and engineering analysis of the information obtained from our background review, subsurface evaluation, and laboratory testing; and preparation of a geotechnical report presenting our findings, conclusions, and geotechnical recommendations for the project.</p>
<b>Approximate Valuation</b>	\$17,400
<b>Firm's Role</b>	✓ Geologic and Seismic Literature Review   ✓ Geotechnical Evaluation   ✓ Laboratory Testing
<b>Relevant Staff</b>	Ranson Hennefer, David Seymour, Peter Connolly

## ELECTRONIC PLAN REVIEW TECHNOLOGY CAPABILITIES

Ninyo & Moore has implemented a paperless work environment which uses minimal physical paper and instead uses primarily electronic and digital documents via Adobe Acrobat that allow our professionals and clients to electronically review, compile, manipulate, and analyze data in a proficient and reliable manner. Technical staff have access to a vast array of specialized geologic, geophysical, and engineering processing and interpretative software, including GSTABL, Bluebeam, SlopeW, LIQSV, GRLWEAP, SHAFT, LPILE Plus, AIPile, and LIQUEFY2.

# 3 | Availability and Rate Sheets

## AVAILABILITY

Ninyo & Moore has assigned a team with the experience, expertise, and availability to provide the City with sufficient depth and capabilities to support any assigned project. The table below illustrates our key personnel's availability percentage.

SUMMARY OF KEY PERSONNEL AVAILABILITY	
Staff Name & Title	Availability
<b>Ransom Hennefer</b> Point of Contact   Principal Engineer	100%
<b>Nersi Hemati</b> Principal Engineer	100%
<b>David Seymour</b> Principal Engineering Geologist	100%
<b>Peter Connolly</b> Principal Engineer	100%
<b>Anthony Dover</b> Principal Engineer	100%

## RATE SHEET

Ninyo & Moore's rate sheet based on hourly rates is available on the following page.



## Schedule of Fees

### Hourly Charges for Personnel

#### Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist .....	\$ 250
Senior Engineer/Geologist/Environmental Scientist .....	\$ 235
Senior Project Engineer/Geologist/Environmental Scientist .....	\$ 220
Project Engineer/Geologist/Environmental Scientist .....	\$ 210
Senior Staff Engineer/Geologist/Environmental Scientist .....	\$ 200
Staff Engineer/Geologist/Environmental Scientist .....	\$ 180
GIS Analyst .....	\$ 160
Technical Illustrator/CAD Operator .....	\$ 140

#### Field Staff

Certified Asbestos/Lead Technician .....	\$ 220
Field Operations Manager .....	\$ 150
Nondestructive Examination Technician (UT, MT, LP) .....	\$ 145
Supervisory Technician .....	\$ 140
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing) .....	\$ 135
Senior Technician .....	\$ 135
Technician .....	\$ 130

#### Administrative Staff

Information Specialist .....	\$ 120
Geotechnical/Environmental/Laboratory Assistant .....	\$ 120
Data Processor .....	\$ 95

### Other Charges

Concrete Coring Equipment (includes technician) .....	\$ 190/hr
Anchor Load Test Equipment (includes technician) .....	\$ 190/hr
GPR Equipment .....	\$ 180/hr
Inclinometer .....	\$ 100/hr
Hand Auger Equipment .....	\$ 80/hr
Rebar Locator (Pachometer) .....	\$ 25/hr
Vapor Emission Kit .....	\$ 65/kit
Nuclear Density Gauge .....	\$ 12/hr
X-Ray Fluorescence .....	\$ 70/hr
PID/FID .....	\$ 25/hr
Air Sampling Pump .....	\$ 10/hr
Field Vehicle .....	\$ 15/hr
Expert Witness Testimony .....	\$ 450/hr
Direct Expenses .....	Cost plus 15 %
Special equipment charges will be provided upon request.	

### Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Field technician and special inspection hours are charged portal to portal at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

# 4 | References

Our success is measured by the satisfaction of our clients. As requested, we are providing the following references, who can attest to the quality of Ninyo & Moore's services.

REFERENCES	
Agency/Firm Name and Address	Contact Information
<b>City of Fremont</b> 39550 Liberty Street Fremont, CA 94537	<b>Mr. Mark Mennucci</b> Associate Landscape Architect 510.494.4700 (p)   mmennucci@fremont.gov (e)
<b>City of San Bruno</b> 567 El Camino Real San Bruno, CA 94066	<b>Mr. Tim Shaw</b> Griffin Structures, Program & Construction Manager 408.955.0431 (p)   tshaw@griffinstructures.com (e)
<b>Redwood School District</b> 647 Veterans Boulevard, Suite A Redwood City, CA 94063	<b>Mr. Donald Dias</b> Bond Program Director 650.423.2238 (p)   ddias@rcsdk8.net (e)



*We selected Ninyo & Moore based on your firm's experience with Schools and Community Colleges, the reputation for responsive and quality work, as well as your attention to detail. In particular, we appreciate the diligence and total commitment to providing quality work and excellent client service. We appreciate the professional and responsive service provided by Peter Connolly, Project Manager. I recommend Ninyo & Moore to any agency or client who may be considering Ninyo & Moore as its geotechnical engineering and materials testing and inspection firm.*

- David Liggett  
 former Director of Facilities, Planning, &  
 Construction  
 City College of San Francisco



## STAFF REPORT

**City Council**  
**Meeting Date:** 7/26/2022  
**Staff Report Number:** 22-141-CC

**Consent Calendar:** **Adopt a resolution approving an exception to the 180-day waiting period to hire a CalPERS retired annuitant in accordance with Government Code Sections 7522.56 and 21224**

### Recommendation

Staff recommends the City Council adopt a resolution (Attachment A) approving an exception to the 180-day waiting period to hire a CalPERS retired annuitant in accordance with Government code sections 7522.56 and 21224.

### Policy Issues

CalPERS requires a governing body to adopt a resolution if a retired annuitant will return to work before the end of the 180-day waiting period.

### Background

The Public Employees' Pension Reform Act of 2013 (PEPRA) made substantial changes to public employee pension laws in California. One of those changes requires retired annuitants to be separated from employment for at least 180 days before returning to work for an employer in the same retirement system from which they receive a pension. An exception may be made if the governing body adopts a resolution to waive the waiting period for separation. The waiver allows an employer to hire a retired annuitant to perform work of limited duration, such as the elimination of backlogs, limited term special projects, and work that is in excess of what regular staff can reasonably perform.

### Analysis

The police department has a critical need for communications dispatchers to perform the duties of vacant positions and/or in the event that a current regular employee is absent. The City of Menlo Park has two communications dispatcher positions which are currently staffed by trainees in the training program. The vacant positions are not considered filled until the trainees successfully pass the training program and are able to cover a dispatch shift without other supervision. Dispatch staffing protocols require a communications dispatcher to be present for all shifts; therefore, until the two trainees complete the training program, time off requests, sick calls, and vacant shifts must be covered by other dispatchers. An extra help retired annuitant helps offset the overtime costs and avoid burnout of full-time communications dispatchers until training requirements of new employees are met.

### Impact on City Resources

Funds for this extra help retired annuitant position are contained within the fiscal year 2022-23 budget.

### **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 will not result in any direct or indirect physical change in the environment.

### **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. Resolution approving exception to the 180-day waiting period to hire a CalPERS retired annuitant in accordance with Government Code Sections 7522.56 and 21224

Report prepared by:

Mary Morris-Mayorga, Administrative Services Director – Extra Help Retired Annuitant

Report reviewed by:

Nikki Nagaya, Public Works Director/Acting City Manager

**RESOLUTION NO. XXXX****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
APPROVING EXCEPTION TO THE 180-DAY WAITING PERIOD TO HIRE A  
CALPERS RETIRED ANNUITANT IN ACCORDANCE WITH GOVERNMENT  
CODE SECTIONS 7522.56 AND 21224**

WHEREAS, in compliance with Government (Gov.) Code section 7522.56 of the Public Employees' Retirement Law, the City Council of the City of Menlo Park must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since their retirement date; and

WHEREAS, Karen Solus retired from the city of Menlo Park in the position of communications dispatcher, effective April 8, 2022; and

WHEREAS, Gov. Code section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is October 6, 2022 without this certification resolution; and

WHEREAS, Gov. Code section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the City Council, the City of Menlo Park, and Karen Solus certify that Karen Solus has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the City Council of the City of Menlo Park hereby appoints Karen Solus as an extra help retired annuitant to perform the duties of the communications dispatcher for the City of Menlo Park under Gov. Code section 21224 effective July 31, 2022; and

WHEREAS, the entire employment agreement, contract or appointment document between Karen Solus and the City of Menlo Park has been reviewed by this body and is attached herein (Exhibit A); and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year for all CalPERS employers; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is \$9,796.40 and the hourly equivalent is \$56.52, and the minimum base salary for this position is \$7,408.75 and the hourly equivalent is \$42.74; and

WHEREAS, the hourly rate paid to Karen Solus will be \$56.52; and

WHEREAS, Karen Solus has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

NOW THEREFORE, BE IT RESOLVED THAT the City Council of the City of Menlo Park hereby certifies the nature of the appointment of Karen Solus as described herein and detailed in the attached employment agreement/contract/appointment document, and that this appointment is necessary to fill the critically needed position of communication dispatcher for the City of Menlo Park by July 31, 2022 while two trainees complete and successfully pass the training program, such that they are able to cover a dispatch shift without other supervision.

I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the twenty-sixth day of July, 2022, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this \_\_ day of July, 2022.

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Judi A. Herren, City Clerk

Exhibits:

A. Retired annuitant offer letter





July 27, 2022

Karen Solus  
*Via DocuSign*

**RE: Temporary Employment Offer – Extra Help Retired Annuitant**

Dear Ms. Solus:

If accepted by you, this letter represents an agreement for temporary employment as an Extra Help Retired Annuitant under Government Code sections 7522.56 and 21224 beginning in fiscal year 2022-2023 to perform specific work for the Police Department as described below. The appointment is critical to support dispatch services for the City. As an Extra Help Retired Annuitant you will be performing the duties of Communications Dispatcher with an hourly rate of \$56.52.

Your start date is Monday, July 31, 2022. You will be scheduled to meet with a Human Resources representative to collect paperwork and review City policies and procedures.

Your work as a retired annuitant will be as follows:

- perform the duties of a Communications Dispatcher; and
- cover time off requests, sick calls, and vacant shifts.

You will work no more than 960 hours per fiscal year performing the duties of a Communications Dispatcher. This assignment will continue on an as-needed basis beginning July 31, 2022.

You should also be aware that the City does not guarantee that you will work for any specific minimum number of hours during the course of your employment in the fiscal year and that the City may terminate your employment as a retired annuitant at any time, with or without notice and with or without cause.

As you may know, the Public Employees' Retirement Law and Public Employees' Pension Reform Act restrict the circumstances under which public agencies participating in the California Public Employees' Retirement System (CalPERS) may use the services of retired annuitants. It is therefore important for you to understand the restrictions on a CalPERS employer's use of a retired annuitant as well as the consequences of noncompliance with those restrictions.

In the absence of an emergency in which the employment is required to prevent stoppage of public business, the retired annuitant must have "specialized skills" that are needed for the employment. Government Code section 21224 in the PERL states:

(a) A retired person may serve without reinstatement from retirement or loss or interruption of benefits provided by this system upon appointment by the appointing power of a state agency or public agency employer either during an emergency to prevent stoppage of public business or because the retired person has specialized skills needed in performing work of limited duration. These appointments shall not exceed a combined total of 960 hours for all employers each fiscal year. The compensation for the appointment shall not exceed the maximum monthly base salary paid to other employees performing comparable duties as listed on a publicly available pay schedule divided by 173.333 to equal an hourly rate. A retired person appointed pursuant to this section shall not receive any benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate. A retired annuitant appointed pursuant to this section shall not work more than 960 hours each fiscal year regardless of whether he or she works for one or more employers.

The PEPRA contains similar language in Government Code section 7522.56. At the City, retired annuitants are hired as temporary “extra help” for assignments that cannot be handled by the agency’s existing employees.

Therefore, it is the responsibility of both the employer and the retired annuitant to ensure that the type of work performed falls within the criteria. If CalPERS receives information that a retired annuitant may be performing work that is outside the restrictions of Government Code sections 21224 and 7522.56 and confirms noncompliance with the restrictions, the retired annuitant may be required to do the following at CalPERS’ discretion:

1. Reimburse CalPERS for the retirement income received during the unlawful employment;
2. Pay the employee share of retirement contribution, with interest, that would have otherwise been paid during the period of unlawful employment; and
3. Pay CalPERS for administrative expenses incurred to investigate the situation if the retiree is determined to be at fault.<sup>1</sup>

Please note that, in addition, the CalPERS employer may be required to pay the employer share of retirement contributions, with interest, that should otherwise have been paid, plus administrative expenses if the employer is determined to be at fault. However, the consequences of doing work outside the statutory limitations are more severe for the retired annuitant than for the CalPERS employer.

The Human Resources Division has reviewed your job assignment and duties with me and has determined that your assignment meets the PERL’s and PEPRA’s requirements for employment of a retired annuitant. If you have any concerns about your duties/assignment or if any changes to your duties/assignment occur during your temporary employment, please contact your manager immediately to ensure that your duties continue to meet the criteria listed in sections 21224 and 7522.56. Although the City has concluded that the services you will provide as described above comply with

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<sup>1</sup> Gov. Code, § 21220(b).

the restrictions on work performed by retired annuitants, the City cannot guarantee that CalPERS would make the same determination if it were to review the nature of your work for the City. Therefore, you should also satisfy yourself that your work will be in compliance with the law's work restrictions for retired annuitants.

We appreciate your continued service to the City. Your skills and dedication to the City are greatly appreciated. If you should have any questions regarding the content of this letter, please contact me at 650-330-6670 or [mamayorga@menlopark.org](mailto:mamayorga@menlopark.org).

Sincerely,

Mary A. Morris-Mayorga  
Extra Help Retired Annuitant - Administrative Services Director

**Acknowledgment:**

I have read and understand the terms and conditions of this Temporary Employment Offer – Extra Help Retired Annuitant Agreement and hereby accept this offer of employment as set forth in this letter:

\_\_\_\_\_  
Karen Solus

\_\_\_\_\_  
Date

cc: Justin I.C. Murphy, City Manager  
David Norris, Chief of Police  
Alxea Vilkins, Human Resources Technician I



## STAFF REPORT

**City Council**

**Meeting Date:**

**7/26/2022**

**Staff Report Number:**

**22-143-CC**

**Consent Calendar:**

**Authorize the city manager to enter into agreements with Aqua-Metric Sales Company and Sensus USA Inc. for the automated water meter infrastructure project**

### Recommendation

Authorize the city manager to enter into agreements for the automated meter infrastructure (AMI) project which will install the AMI components and implement the Sensus FlexNet AMI software system within the Menlo Park Municipal Water (MPMW) service area as follows:

1. An agreement (Attachment A) with Aqua-Metric Sales Company (Aqua-Metric) for \$5,597,000 which includes a 20 percent contingency to be held by the City; and
2. A Software as a Service and Spectrum Lease agreement (Attachment B) with Sensus USA, Inc. (Sensus.) There is no cost associated with this agreement.

### Policy Issues

MPMW is a city-owned water service provider for a portion of the City of Menlo Park, and the City Council is the governing body. The recommendation meets Policy LU-7.1 (Sustainability) of the 2016 General Plan to promote sustainable operational practices that conserve resources and minimize waste.

Water Code Section 10608.34 requires the State Water Resources Control Board (State Water Board) to develop and adopt water loss performance standards for urban retail water suppliers. It also requires that retail water suppliers conduct and submit an annual validated water loss audit report to the Department of Water Resources (DWR.) Reducing water loss is an important part of water conservation and drought and climate change resiliency strategies. Water suppliers, including MPMW, began submitting reports to DWR in 2017. In December 2021, the State Water Board released preliminary individual volumetric real loss standards for each water agency based on submitted 2017-2020 audit reports. Agencies have the opportunity to remove outlier data and refine water loss model data to be more representative of their system by July 1, 2023, which MPMW plans to do. The audit report compares the total amount of water supplied to the total amount of water consumed (based on customers' monthly meter reads) to determine where water loss may occur. The report includes a grading matrix so water suppliers can view what is necessary to improve their system. Converting to AMI will improve meter reads, and annual audit reports will be more accurate. Staff anticipates the State Water Board will issue final individual volumetric real loss standards in 2023, which agencies must meet by 2028.

### Background

MPMW supplies water to about half of the City's residences and businesses through approximately 4,300 service connections (Attachment C.) MPMW's sole water supply is purchased from the San Francisco Public Utilities Commission (SFPUC) for two distinct service areas - the upper zone in the Sharon Heights area, and the lower zone located north and east of El Camino Real. These service connections have

mechanical water meters that measure water volume that passes through.

More than 90 percent of MPMW's meters have dial readings that must be manually read and entered into a handheld device. Meter accuracy, particularly with mechanical meters, degrades over time. The dials become cloudy and more difficult to read, increasing reading errors. Older meters also frequently "slow down" and measure lower quantities of water that passes through. This results in inaccurate reporting and lost revenue to the City. The American Water Works Association recommends replacing mechanical meters every 10 to 20 years, depending on size, use, water quality and other factors. The majority of MPMW's existing meters are more than 20 years old. MPMW replaces meters only when existing meters are found defective or as part of a water main replacement project.

In 2015, MPMW began installing Sensus touch-read meters. These meters are read by "touching" the meter with a reading wand. This method prevents meter misreads and saves time by not needing to open the meter lid, read the meter, and manually enter the read into a handheld device. To-date, less than 10 percent of MPMW's meters are touch-read.

MPMW has four meter read cycles and currently contracts with a third party to manually read meters each month. The meter reading contractor reads each route around the same timeframe each month (e.g., Cycle 1 is read around the first week of every month), provides the reads to MPMW's billing contractor, and the billing contractor issues monthly bills. Due to the monthly billing, a residential or commercial customer may not be aware of their water use, or a potential water leak, until receipt of the next month's bill. This prevents fixing leaks in a timely manner and increases water loss. Having reliable water meters is key to MPMW's ability to quickly address water loss and improve customer service with real-time data.

In June 2021, staff issued a request for qualifications for the AMI project. The project scope included:

- Install a fixed based data system to collect readings and information from AMI meter endpoints
- Transmit data to a hosted server
- Provide AMI-compatible meters
- Replace or retrofit existing water meters
- Install software to receive meter readings
- Prepare reports
- Interface with the City's billing and asset management systems
- Provide post-construction maintenance program for the AMI system

Staff reviewed five submittals and short-listed three firms to continue with the selection process. In August 2021, staff requested a propagation study (which determined specific equipment necessary for the recommended AMI system) and cost estimate from each short-listed firm. Cost estimates ranged between \$4.1 million and \$4.6 million. After reviewing proposals and holding interviews in mid-September 2021, staff selected Aqua-Metric for the AMI project for several reasons:

- Their system would provide high accuracy meter reads with minimal maintenance and can interact with the City's asset management system, Cartegraph.
- Their recommended meter option is compatible with the newer Sensus touch-read meters MPMW installed starting in 2015, which eliminates the need to replace all the meters.
- Their references described them as very responsive and having a positive overall working relationship. The FlexNet System was found to be reliable, delivering accurate reads and exceeding read rates. There were not any issues transitioning to the Sensus AMI network for meter reading and billing.

## Analysis

An AMI system will decrease the time for meter data collection, improve the efficiency of billing operations, proactively alert customers of potential leaks or high water usage, reduce water loss and enhance customer service. It uses radio frequency communication technology to read meters (referred to as “smart meters”) on an hourly basis without requiring a physical read from the meter or entry into the meter box, thus providing the ability to remotely monitor and manage the water utility infrastructure. It requires installation of a transceiver at the meter to transmit the data, a fixed base station antenna to collect radio meter reads, and a data management system to store and interpret data. Many Bay Area Water Supply and Conservation Agency (BAWSCA) members have already implemented or are in the process of implementing AMI systems including the cities of Redwood City, Palo Alto, Mountain View, Foster City, San Bruno, the Town of Hillsborough, California Water Service and Mid-Peninsula Water District.

Aqua-Metric’s Sensus FlexNet AMI system consists of several components described in Attachment D along with photos. The FlexNet system uses a licensed Federal Communications Commission (FCC) radio frequency (known as a spectrum lease), which is only available to the Sensus FlexNet system, making it more reliable and less prone to interference from other radio equipment. Deployed systems consistently deliver an average read success of greater than 98.5 percent. For the protection of customer meter read data, all meter data is encrypted at the meter and remains encrypted throughout the entire communications path until it is inserted into the utility billing database. Aqua-Metric has performed a propagation study on MPMW’s system which shows that two to three base station antennas will sufficiently cover the entire MPMW area. Staff have identified possible antenna locations utilizing existing poles at City Hall (existing 120-foot-high police antenna tower) and Nealon Park (existing 60-foot-high stadium light pole), and installing a new pole (up to 50 feet) at the reservoirs on Sand Hill Road.

The WaterSmart customer portal is cloud-based and user-friendly that will allow water users to view their water use (hourly meter reads) and historical water use trends, set alerts and notifications, determine if they have leaks and self-initiate corrective actions, and learn about available water conservation programs on their computer and mobile devices. It allows water users to understand their water use, make adjustments if desired, and see immediate effects. A link to a seven-minute WaterSmart introduction video is included in Attachment E.

### Benefits of an AMI system

The AMI system will provide significant benefits including:

- Access to real-time hourly usage and historical trends
- Leak notifications so leaks can be quickly identified and corrected, which minimizes water loss
- Alarm notifications for reverse water flow, leaks and meter tampering
- Eliminates manual meter reading (saving \$115,000 in annual costs)
- Improves efficiency of billing operations
- Enhances customer service
- Reduces water loss and helps meet regulatory water loss requirements (Senate Bill 555, 2015) which consists of annual audit reports, and meeting future loss standards and loss inventories

### Conversion to an AMI system

Transitioning to an AMI system involves the following steps:

1. Install WaterSmart customer portal and coordinate with billing software. Send welcome letters to all water account holders to introduce WaterSmart.
2. Install two to three base stations (antennas).
3. Install FlexNet software and Sensus Analytics.
4. Distribute door-hangers to customers two weeks in advance and 48 hours in advance of any on-site

work

5. Replace/retrofit meters and install meter endpoints, by meter read route. Replace meter box lids and broken meter boxes as needed.
6. Water account holders have access to AMI hourly data through the WaterSmart customer portal.

#### Process for meter replacements and meter retrofits

Meters will be either replaced or retrofitted. The Sensus touch-read meters installed after 2015 will be retrofitted as they are already compatible with the Sensus FlexNet AMI System and will only require installation of a meter endpoint. All other meters will be replaced. With a large number of older meters (and older meter boxes), staff anticipates there will be a need to replace some boxes that are the wrong size or in poor condition. In addition, a majority of the meter lids must be replaced with a composite material lid to allow better transmission of the meter reads. These costs (including costs for special situations, such as if a meter is located behind a locked gate or if a customer requires the meter replacement/retrofit occur outside business hours) are included in the total AMI project costs below.

MPMW has four meter read cycles (Attachment F.) Each cycle is manually read once per month, and those reads are provided to the billing contractor for monthly billing. Aqua-Metric recommends replacing and retrofitting meters by meter read cycle in a sequential order to obtain 100 percent completion and/or resolution for each cycle. This approach requires having all materials available within a meter read cycle, including meters, endpoints, lids, etc. to ensure no meters get missed and for maximum efficiency. Staff will work with Aqua-Metric and their installation subcontractor to develop a deployment strategy that takes into account billing cycles, material availability and impacts to customers.

#### Project costs

Aqua-Metric can complete the AMI project's scope of work (included with Attachment A) at an estimated cost of \$5,597,000 which includes a 20 percent contingency. Sensus costs are included in Aqua-Metric's agreement, so there are no costs associated with the Sensus Software as a Service and Spectrum Lease Agreement.

WaterSmart costs are not included in Aqua-Metric's agreement. Staff plans to enter into a separate agreement with WaterSmart to utilize the software through a BAWSCA three-year subscription program. Estimated costs are \$25,000 for fiscal year 2022-23, and \$10,000 annually for years two and three. Staff anticipates transitioning to the WaterSmart customer portal within the next four-six months, before replacing and retrofitting meters. This early integration is anticipated to help customers prepare for the transition to AMI and also to assist with drought preparedness and water conservation. Table 1 provides a breakdown of the costs, and a detailed cost estimate is included in Aqua-Metric's agreements as shown in Attachment A.

Table 1: AMI estimated project costs	
Item	Costs, \$
AMI system hardware – base stations	85,000
AMI Sensus system software – integrate with Sensus Analytics and WaterSmart customer portal, includes \$30,000 for Sensus annual subscription and licensed FCC radio frequency (i.e., spectrum lease)	68,000
Materials – meters, meter endpoints, meter boxes and lids	2,227,000
Installation – meter replacements and retrofits	1,094,000
Miscellaneous (as needed) – meter box/lid replacements, plumbing retrofits, other items	1,190,000
Subtotal	\$4,664,000
Contingency, 20 percent	933,000
<b>Total: Aqua-Metric *</b>	<b>\$5,597,000</b>
Staff resources through December 2023	157,000
<b>Total</b>	<b>\$5,754,000</b>

\*The FlexNet AMI system has minimal maintenance problems, so staff eliminated the post-construction maintenance program.

Project schedule

If there are no delays in procuring equipment (due to supply chain issues), staff estimates the AMI project can be completed by the end of 2023 as shown in Table 2.

Table 2: Estimated schedule	
Date	Description
August – November 2022	Install base stations, FlexNet software, Sensus Analytics and WaterSmart customer portal
December 2022 – December 2023	Install/retrofit meters
December 2023	Complete project

**Impact on City Resources**

The 2018 Water System Master Plan identified the AMI project as a high priority, with an estimated cost between \$3.5 million to \$4.5 million. Currently, there is \$3.6 million set aside for the project to cover expenses for the current fiscal year and fiscal year 2023-24.

The Bureau of Reclamation’s (BOR) WaterSMART grants program provides funding for projects that result in quantifiable and sustained savings that support broader reliability benefits. On September 8, 2020, the City Council adopted Resolution No. 6583 authorizing submittal of a grant application for the AMI project and authorized the public works director to execute the financial assistance agreement if awarded a grant. Staff submitted the grant application in September 2020, and the BOR notified staff in March 2021 that the AMI project was selected for a \$500,000 grant. In February 2022, BOR executed the financial assistance agreement. The \$500,000 grant will reduce costs for AMI to be funded by the water fund.



The City Council approved the five-year capital improvement program June 28, 2022, which proposes an additional \$734,823 for the AMI project in fiscal year 2023-24. With the updated AMI project total cost at \$5,754,000 which includes staff resources, the fiscal year 2023-24 amount will need to increase to \$1,621,823 as shown in Table 3. Over the coming year, staff will monitor water fund revenues and evaluate planned projects in fiscal year 2023-24 to incorporate sufficient funding in the proposed 2023-24 capital program. This is anticipated to require some other water system improvements to be delayed until 2024-25.

Table 3: AMI project – proposed capital improvement funding	
Fiscal year	Costs, \$
Currently available	\$3,632,177
Fiscal year 2023-24	1,621,823
Subtotal	\$5,254,000
Grant funding	500,000
<b>Total funding needed</b>	<b>\$5,754,000</b>

Once the AMI system is fully installed, MPMW will no longer require a third party contractor to manually read meters, which will save approximately \$115,000 in annual costs.

Appendix D of the 2018 Water System Master Plan contains a technical memorandum that discusses operations and staffing that may be needed for an AMI system. With hourly reads and more robust usage information available, visiting sites, notifying water users of high-usage events, and handling an increase in customer calls can put a strain on staff resources. Some utilities have found that one full-time staff dedicated solely to customer service was necessary once they switched to AMI. The fiscal year 2022-23 adopted budget includes one (1.0) full time equivalent (FTE) sustainability specialist position to the public works department. The position will provide support for outreach efforts for increased customer service calls, drought education, water conservation programming, and public engagement about the worsening conditions.

**Environmental Review**

This project is not subject to CEQA pursuant to CEQA Guidelines section 15061(b)(3), because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

**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. Aqua-Metric agreement, includes scope of work and detailed cost estimate
- B. Sensus Software as a service and spectrum lease agreement
- C. MPMW service area map
- D. AMI system – components, schematic and photos
- E. Hyperlink – WaterSmart customer portal – seven-minute introduction:

Staff Report #: 22-143-CC

<https://watersmartsoftware.wistia.com/medias/l3kkc4nidl>

F. Map of meter read cycles

Report prepared by:

Pam Lowe, Senior Civil Engineer

Report reviewed by:

Tanisha Werner, Assistant Public Works Director - Engineering

**PROFESSIONAL SERVICES AGREEMENT**

City Manager's Office  
701 Laurel St., Menlo Park, CA 94025  
tel 650-330-6620



<b>Agreement #:</b>
<b>AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND THIRKETTLE CORPORATION DBA AQUA-METRIC SALES COMPANY</b>
THIS AGREEMENT made and entered into at Menlo Park, California, this _____, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and THIRKETTLE CORPORATION DBA AQUA-METRIC SALES COMPANY, hereinafter referred to as "FIRST PARTY."
<p>WITNESSETH:</p> <p>WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional services for CITY in connection with that certain project called: Automated Meter Infrastructure (AMI) Project</p> <p>WHEREAS, FIRST PARTY is licensed to perform said services and desires to and does hereby undertake to perform said services.</p> <p>NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND CONDITIONS of each of the parties hereto, it is hereby agreed as follows:</p>
<b>1. SCOPE OF WORK</b>
In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the services as set forth in Exhibit "A," Scope of Services.
<b>2. SCHEDULE FOR WORK</b>
<p>FIRST PARTY's proposed schedule for the various services required pursuant to this agreement will be as set forth in Exhibit "A," Scope of Services. CITY will be kept informed as to the progress of work by written reports, to be submitted monthly or as otherwise required in Exhibit "A." Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other, or the other's employees and agents.</p> <p>FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY. The "Notice to Proceed" date shall be considered the "effective date" of the agreement, as used herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver to CITY all project related files, records, and materials within one month after completion of all of FIRST PARTY's activities required under this agreement.</p>
<b>3. PROSECUTION OF WORK</b>
FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will complete the work in accordance with the schedule of work approved by the CITY. (See Exhibit "A," Scope of Services).

#### 4. COMPENSATION AND PAYMENT

- A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed \$4,664,000 as described in Exhibit "A," Scope of Services. All payments shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.
- B. FIRST PARTY's fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.
- C. Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, the FIRST PARTY shall submit a statement describing the services performed to CITY. This statement shall include, at a minimum, the project title, agreement number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.
- D. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY's relevant records pertaining to the charges.

#### 5. EQUAL EMPLOYMENT OPPORTUNITY

- A. FIRST PARTY, with regard to the work performed by it under this agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap, marital status or age in the retention of sub-consultants, including procurement of materials and leases of equipment.
- B. FIRST PARTY shall take affirmative action to insure that employees and applicants for employment are treated without regard to their race, color, religion, sex, national origin, marital status or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship.
- C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status or handicap.
- E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.
- F. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY's agreement with all sub-consultants.

#### 6. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST

- A. FIRST PARTY shall not assign this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however, that claims for money due or to become due to the FIRST PARTY from the CITY under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.
- B. In the event there is a change of more than 30 percent of the stock ownership or ownership in FIRST PARTY from the date of this agreement is executed, then CITY shall be notified before the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this agreement upon notice to FIRST PARTY. In the event CITY is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that CITY has terminated this agreement.

**7. INDEPENDENT WORK CONTROL**

It is expressly agreed that in the performance of the service necessary for compliance with this agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY's services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

**8. CONSULTANT QUALIFICATIONS**

It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling necessary to perform the work agreed to be done by it under this agreement and CITY relies upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the profession. The acceptance of FIRST PARTY's work by CITY does not operate as a release of FIRST PARTY from said understanding.

**9. NOTICES**

All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service. Notices required to be given to CITY shall be addressed as follows:

Nicole H. Nagaya  
Public Works  
City of Menlo Park  
701 Laurel St.  
Menlo Park, CA 94025  
650-330-6740  
PWSupportStaff@menlopark.org

Notices required to be given to FIRST PARTY shall be addressed as follows:

Tommy Thirkettle  
Thirkettle Corporation dba Aqua-Metric Sales Company  
4050 Flat Rock Drive  
Riverside, CA 92505  
(951) 637-1400  
tommy.thirkettle@aqua-metric.com cc: chris.newville@aqua-metric.com

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.

**10. HOLD HARMLESS**

The FIRST PARTY shall defend, indemnify and hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants from all claims, suits or actions that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the FIRST PARTY brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work required by this agreement by FIRST PARTY, its officers, agents, employees and servants. Nothing herein shall be construed to require the FIRST PARTY to defend, indemnify or hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants against any responsibility to liability in contravention of Section 2782.8 of the California Civil Code.

## 11. INSURANCE

- A. FIRST PARTY shall not commence work under this agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City, with certificates of insurance evidencing the required coverage.
- B. There shall be a contractual liability endorsement extending the FIRST PARTY's coverage to include the contractual liability assumed by the FIRST PARTY pursuant to this agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the CITY, at the address shown in Section 9, of any pending cancellation of the policy. FIRST PARTY shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.
1. Workers' compensation and employer's liability insurance:  
The FIRST PARTY shall have in effect during the entire life of this agreement workers' compensation and Employer's Liability Insurance providing full statutory coverage. In signing this agreement, the FIRST PARTY makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this agreement" (not required if the FIRST PARTY is a Sole Proprietor).
  2. Liability insurance:  
The FIRST PARTY shall take out and maintain during the life of this agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the FIRST PARTY's operations under this agreement, whether such operations be by FIRST PARTY or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) in aggregate, or one million dollars (\$1,000,000) combined single limit bodily injury and property damage for each occurrence. FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this agreement in an amount of not less than one million dollars (\$1,000,000) for each accident combined single limit or not less than one million dollars (\$1,000,000) for any one (1) person, and one million dollars (\$1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, (\$300,000) property damage.
  3. Professional liability insurance:  
FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this agreement, in the amount of not less than one million dollars (\$1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.
- C. CITY and its subsidiary agencies, and their officers, agents, employees and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the Professional Liability and workers' compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.
- D. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this agreement to the contrary, immediately declare a material breach of this agreement and suspend all further work pursuant to this agreement.
- E. Before the execution of this agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.

## 12. PAYMENT OF PERMITS/LICENSES

Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, before commencement of said work/services or forfeit any right to compensation under this agreement.

## 13. RESPONSIBILITY AND LIABILITY FOR SUB-CONSULTANTS AND/OR SUBCONTRACTORS

Approval of or by CITY shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its sub-consultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, specifications or other documents prepared by FIRST PARTY or its sub-consultants and/or subcontractors.

## 14. OWNERSHIP OF WORK PRODUCT

Work products of FIRST PARTY for this project, which are delivered under this agreement or which are developed, produced and paid for under this agreement, shall become the property of CITY. The reuse of FIRST PARTY's work products by City for purposes other than intended by this agreement shall be at no risk to FIRST PARTY.

## 15. REPRESENTATION OF WORK

Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit "A" or as otherwise specified in Exhibit "A."

## 16. TERMINATION OF AGREEMENT

- A. CITY may give thirty (30) days written notice to FIRST PARTY, terminating this agreement in whole or in part at any time, either for CITY's convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY's change of its assigned personnel on the project without prior CITY approval. Upon receipt of such notice, FIRST PARTY shall:
1. Immediately discontinue all services affected (unless the notice directs otherwise); and
  2. Deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this agreement, whether completed or in process.
- B. If termination is for the convenience of CITY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services. Notwithstanding the foregoing, City shall be responsible for those fees related to the licensed use of the software or services rendered and deemed necessary to operate and maintain the network infrastructure and head end system for City's continued use.
- C. If the termination is due to the failure of FIRST PARTY to fulfill its agreement, CITY may take over the work and prosecute the same to completion by agreement or otherwise. In such case, FIRST PARTY shall be liable to CITY for any reasonable additional cost occasioned to the CITY thereby.
- D. If, after notice of termination for failure to fulfill agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this Section.
- E. The rights and remedies of the CITY provided in this Section are in addition to any other rights and remedies provided by law or under this agreement.

F. Subject to the foregoing provisions, the CITY shall pay FIRST PARTY for services performed and expenses incurred through the termination date.

#### **17. INSPECTION OF WORK**

It is FIRST PARTY's obligation to make the work product available for CITY's inspections and periodic reviews upon request by CITY.

#### **18. COMPLIANCE WITH LAWS**

It shall be the responsibility of FIRST PARTY to comply with all State and Federal Laws applicable to the work and services provided pursuant to this agreement, including but not limited to compliance with prevailing wage laws, if applicable.

#### **19. BREACH OF AGREEMENT**

- A. This agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this agreement, shall constitute a breach of this agreement and may be cause for termination at the election of the CITY.
- B. The CITY reserves the right to waive any and all breaches of this agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of agreement.

#### **20. SEVERABILITY**

The provisions of this agreement are severable. If any portion of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

#### **21. CAPTIONS**

The captions of this agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this agreement.

#### **22. LITIGATION OR ARBITRATION**

In the event that suit or arbitration is brought to enforce the terms of this agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees. The Dispute Resolution provisions are set forth on Exhibit "B," 'Dispute Resolution' attached hereto and by this reference incorporated herein.

#### **23. RETENTION OF RECORDS**

Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and /or audit of the City, a federal agency, and the state of California.

#### **24. TERM OF AGREEMENT**

This agreement shall remain in effect for the period of August 1, 2022 through December 31, 2024 unless extended, amended, or terminated in writing by CITY.



**25. ENTIRE AGREEMENT**

This document constitutes the sole agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document's date. Any prior agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties to this agreement.

**26. STATEMENT OF ECONOMIC INTEREST**

Consultants, as defined by Section 18701 of the Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations, are required to file a Statement of Economic Interests with 30 days of approval of a contract services agreement with the City of its subdivisions, on an annual basis thereafter during the term of the contract, and within 30 days of completion of the contract.

Based upon review of the Consultant's Scope of Work and determination by the City Manager, it is determined that Consultant IS NOT required to file a Statement of Economic Interest. A statement of Economic Interest shall be filed with the City Clerk's office no later than 30 days after the execution of the agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

**FOR FIRST PARTY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Tax ID#

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Nira F. Doherty, City Attorney

\_\_\_\_\_  
Date

**FOR CITY OF MENLO PARK:**

\_\_\_\_\_  
Justin I. C. Murphy, City Manager

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Judi A. Herren, City Clerk

\_\_\_\_\_  
Date

## EXHIBIT "A" – SCOPE OF SERVICES

### A1. SCOPE OF WORK

FIRST PARTY agrees to provide consultant services for CITY's Public Works. In the event of any discrepancy between any of the terms of the FIRST PARTY's proposal and those of this agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services as described in Exhibit "A-1," Scope of Work and Exhibit "A-2," Detailed Cost Estimate.  
Provide consultant services set forth in Exhibit A -1, attached hereto.

FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and CITY's satisfaction.

### A2. COMPENSATION

CITY shall pay FIRST PARTY an all-inclusive fee of \$4,664,000 as described in Exhibit "A," Scope of Services. All payments, shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.

FIRST PARTY's fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.

Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, the FIRST PARTY shall submit a statement describing the services performed to CITY. This statement shall include, at a minimum, the project title, agreement number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.

Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY's relevant records pertaining to the charges.

### A3. SCHEDULE OF WORK

FIRST PARTY'S proposed schedule for the various services required will be set forth in Exhibit A-1.

### A4. CHANGES IN WORK -- EXTRA WORK

In addition to services described in Section A1, the parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional services including but not limited to:

- Change in the services because of changes in scope of the work.
- Additional tasks not specified herein as required by the CITY.

The CITY and FIRST PARTY shall agree in writing to any changes in compensation and/or changes in FIRST PARTY's services before the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the Department Head.

**A5. BILLINGS**

FIRST PARTY's bills shall include the following information: An itemized description of products furnished or services performed, project title or the agreement number; the date the services were performed; the current invoice amount as described in Exhibit A-3, Sample Invoice;

Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section A2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this agreement shall be incurred at the FIRST PARTY's discretion. Such expenses shall be FIRST PARTY's sole financial responsibility.

**EXHIBIT "A-1" – SCOPE OF WORK**

**EXHIBIT "A-2" – DETAILED COST ESTIMATE**

**EXHIBIT "A-3" – SAMPLE STANDARD INVOICE**

## EXHIBIT “B” - DISPUTE RESOLUTION

- B1.0** All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:
- B2.0 Mediation**
- B2.1** The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator’s fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph B3.1.
- B3.0 Arbitration**
- B3.1** Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph B2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the agreement.
- B3.2** The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:
- B3.3** Any demand for arbitration shall be writing and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.
- B3.4** The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years’ experience in construction litigation.
- B3.5** All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties.
- B3.6** The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.
- B3.7** Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.
- B3.8** The prevailing party shall be awarded reasonable attorneys’ fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.
- B3.9** Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.
- B3.10** The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.

## Scope of Work

### Aqua-Metric Project Implementation and Management

Aqua-Metric provides ongoing collaborative partnership and support to its clients throughout the lifecycle of their project. The Project Management team is responsible for managing installation, commissioning, and the Utility's acceptance of the system. Upon acceptance, the project team transitions support to Sensus and Aqua-Metric Technical Services. Aqua-Metric has developed a technology team dedicated to providing project management and technical support after the implementation of the project.

The Aqua-Metric in-house technology department prides itself on being very knowledgeable in all aspects of AMI system setup, implementation, configuration, and support. We are not only familiar with the Sensus FlexNet System itself, but also its integration into third-party software. The Aqua-Metric team will work alongside Sensus personnel to perform a complete system setup and software implementation. Aqua-Metric has carried out and maintained over one-hundred AMI systems; additionally, Sensus has participated in over 1,200 network deployments.

Aqua-Metric is committed to supporting the Utility in the implementation, maintenance, and operation of their AMI System. This includes providing all support to Aqua-Metric's direct involvement with the project.

### Aqua-Metric Project Management Services

Aqua-Metric will provide project management services in accordance with the legal agreement between the parties, which may include coordination and support to the customer utility as outlined below:

- Pre-deployment planning and customer review meetings
- Project schedule development
- Project coordination, facilitating equipment, order placement, and fulfillment
- Testing of the data transfer to the customer billing system
- Training sessions for installers and AMI system operators
- Facilitate customer acceptance testing of the AMI system (phased acceptance) in accordance with the mutually developed plan

### Aqua-Metric Project Management Phased Activity

Aqua-Metric will work closely with the Utility to establish the installation project plan, project deliverables, accountabilities, communications planning, and project acceptance. We utilize our standard operational philosophy and approach through to Project Acceptance and Closure, combining the benefits of best practices and local management. Aqua-Metric's Technology Team will utilize the following milestones when implementing the Utility's AMI System.

### Aqua-Metric Responsibility Overview

<u>Administer the Project</u> <ul style="list-style-type: none"> <li>• Participate in pre-deployment planning</li> <li>• Develop and maintain project schedule</li> <li>• Conduct customer review meetings</li> <li>• Coordinate subcontractors</li> </ul>	<u>Manage Commissioning of the System</u> <ul style="list-style-type: none"> <li>• Coordinate Sensus Base Station commissioning</li> <li>• Coordinate Sensus RNI commissioning</li> <li>• Coordinate Sensus Analytics commissioning</li> </ul>
<u>Facilitate System Setup and Deployment</u> <ul style="list-style-type: none"> <li>• Support configuration of RNI and Sensus Analytics user accounts and access</li> </ul>	<u>Manage AMI Network Deployment</u> <ul style="list-style-type: none"> <li>• Coordinate tower site preparation</li> </ul>

<ul style="list-style-type: none"> <li>• Conduct field training for installers and/or utility personnel on the installation of SmartPoints and meters</li> <li>• Schedule and coordinate Sensus Analytics and RNI training</li> <li>• Coordinate AMI Integration between Utility's Billing System and Sensus, to integrate nightly synchronization of account data (vFlex) and provide billing read information             <ul style="list-style-type: none"> <li>○ Note: The Utility will need to contract with billing vendor to provide the billing part of the interface for vFlex integration and for the billing read process</li> </ul> </li> <li>• Assist with Monitoring of system read performance</li> </ul>	<ul style="list-style-type: none"> <li>• Coordinate Sensus Base Station and antenna installation</li> <li>• Coordinate Sensus Regional Network Interface (RNI) SaaS setup and build</li> <li>• Coordinate Sensus Analytics SaaS setup and build</li> <li>• Coordinate Sensus Customer Portal setup and build</li> </ul>
<p>Manage final system acceptance process</p> <ul style="list-style-type: none"> <li>• Facilitate customer acceptance testing of the Sensus FlexNet system</li> <li>• Secure customer sign-off of system acceptance</li> </ul>	

### Aqua-Metric Responsibilities by Phase

The following tasks are the responsibility of Aqua-Metric during each specific phase of an AMI Project sale and deployment.

<p><u>Pre-Sales Phase</u></p> <ul style="list-style-type: none"> <li>• Obtain area site map from utility</li> <li>• Evaluate potential tower sites</li> <li>• Input collected data to Sensus System to get propagation model completed</li> <li>• Prepare AMI Base Terms document</li> </ul>	<p><u>Initiation Phase</u></p> <ul style="list-style-type: none"> <li>• Gather project documents</li> <li>• Gain understanding of project scope and deliverables</li> <li>• Coordinate network infrastructure installation contractor</li> <li>• Review equipment orders</li> <li>• Create preliminary schedule</li> <li>• Host project kick-off meeting</li> </ul>
<p><u>Planning Phase</u></p> <ul style="list-style-type: none"> <li>• Verify Network Propagation Analysis</li> <li>• Refine Project Plan</li> <li>• Meter Configuration Workshop</li> <li>• FieldLogic Configuration Workshop</li> <li>• Confirm Base Station site preparation</li> </ul> <p><u>Closeout Phase</u></p> <ul style="list-style-type: none"> <li>• Evaluate system performance</li> <li>• Perform any system cleanup needed</li> <li>• Close out project</li> </ul>	<p><u>Execution Phase</u></p> <ul style="list-style-type: none"> <li>• AMI Network Base Station installation and certification</li> <li>• Facilitate SaaS Sensus RNI and Sensus Analytics servers and software</li> <li>• Perform RNI and Sensus Analytics configuration</li> <li>• Coordinate integration with CIS or Billing system for meter billing reads</li> <li>• Pre-Deployment             <ul style="list-style-type: none"> <li>○ Test deployment process</li> <li>○ Validation Workshop</li> </ul> </li> <li>• Training             <ul style="list-style-type: none"> <li>○ Schedule customer training                 <ul style="list-style-type: none"> <li>▪ Analytics</li> <li>▪ Customer Portal</li> <li>▪ Field Training - FieldLogic</li> <li>▪ RNI</li> </ul> </li> </ul> </li> </ul>

### System Implementation

A successful implementation begins with Utility participation in the integration. This workshop will include overviews on the system design, integration milestones, and data flow. During the workshop, the most appropriate integration methods are identified for each integration point.

The FlexNet AMI System supports a variety of methods for integrating with third-party applications, including:

- Flat file exports of CMEP, HHF, and MVRS to feed MDM, CIS, and OMS systems with registry reads, interval data, and alarm events.
- MultiSpeak web services for meter reading, customer billing, outage management, meter management, and meter lifecycle functions.

- MultiSpeak web service, including the MDMClient meter reading web service, which is capable of transmitting real-time readings to the MDM as the Utility receives them and ensuring that they are not duplicates. This real-time integration is a huge advancement over daily flat file exchanges used by many utilities today.
- CIM interfaces for on-demand reading, power status verification, interval data delivery (auto-push), meter event delivery (auto-push), and remote connect/disconnect.

If any custom integration is needed outside the standard APIs, we can identify requirements during our workshop. Sensus is an active and influential voting member of the MultiSpeak organization. They continually introduce and propose improvements to MultiSpeak standards. Additionally, Sensus actively participates in CIM working sessions to provide feedback and advice.

Third Party Integration: Aqua-Metric is successfully able to integrate the Sensus FlexNet AMI solution with many third-party software, including the City's existing software (Minol, Inc. Cartegraph, and customer portal). The type of integration required will be based on the interface needed from the software company and the type of services required by the City.



## Detailed Cost Estimate

	Quantity	Unit Cost	Total	Total Rounded
				\$ 4,664,000
<b>AMI System Hardware - base stations</b>			\$ 84,447	\$ 85,000
M400 Basestation	2	\$ 15,750	\$ 31,500	
Basestation Installation - City Hall Monopole	1	\$ 19,741	\$ 19,741	
Basestation Installation - Reservoir	1	\$ 26,397	\$ 26,397	
Basestation Certification	2	\$ 1,750	\$ 3,500	
Basestation Communication Backhaul	2	\$ 1,000	\$ 2,000	
CommandLink Bluetooth Device	2	\$ 654	\$ 1,309	
<b>AMI System Software - integrate with Sensus Analytics and WaterSmart customer portal</b>			\$ 68,162	\$ 68,000
<b>Setup</b>			\$ 26,206	
RNI SaaS Setup	1	\$ 7,956	\$ 7,956	
RNI Core Education	1	\$ 5,500	\$ 5,500	
SA System Setup	1	\$ 3,750	\$ 3,750	
SA Basic Integration	1	\$ 5,000	\$ 5,000	
SA Training	1	\$ 4,000	\$ 4,000	
<b>Sensus Annual Subscriptions</b>			\$ 29,456	
Hosted RNI SaaS	1	\$ 8,240	\$ 8,240	
SA Enhanced	1	\$ 7,031	\$ 7,031	
SA Text Message Fee	1	\$ 646	\$ 646	
Basestation Extended Warranty	2	\$ 1,769	\$ 3,538	
Aqua-Metric Support	1	\$ 10,000	\$ 10,000	
<b>WaterSmart Integration</b>			\$ 12,500	
Integration with SA WaterSmart CP	1	\$ 12,500	\$ 12,500	
<b>Materials - meters, meter endpoints, meter boxes and lids</b>			\$ 2,226,474	\$ 2,227,000
5/8" x 3/4" Meter Replacement Sensus SR11 Meter	2575	\$ 133	\$ 341,780	
1" Meter Replacement Sensus SR11 Meter	714	\$ 218	\$ 155,638	
1-1/2" Meter Replacement Sensus OMNI R2 Meter	108	\$ 428	\$ 46,174	
2" Meter Replacement Sensus OMNI R2 Meter	205	\$ 600	\$ 122,973	
3" Meter Replacement Sensus OMNI C2 Meter	37	\$ 1,509	\$ 55,818	
4" Meter Replacement Sensus OMNI C2 Meter	34	\$ 2,620	\$ 89,085	
6" Meter Replacement Sensus OMNI C2 Meter	80	\$ 4,526	\$ 362,058	
8" Meter Replacement Sensus OMNI C2 Meter	32	\$ 7,311	\$ 233,951	
10" Meter Replacement Sensus OMNI C2 Meter	10	\$ 9,434	\$ 94,335	
12" Meter Replacement Sensus Hydroverse Meter	5	\$ 7,249	\$ 36,243	

	Quantity	Unit Cost	Total	Total Rounded
Meter Box Lid	4310	\$ 48	\$ 206,234	
Meter Boxes	430	\$ 81	\$ 34,680	
520M SmartPoint (Endpoint)	4305	\$ 104	\$ 447,505	
<b>Installation - meter replacements and retrofits</b>			<b>\$ 1,093,396</b>	<b>\$ 1,094,000</b>
5/8" x 3/4" Meter Replacement Sensus SR11 Meter	2575	\$ 108	\$ 277,250	
1" Meter Replacement Sensus SR11 Meter	714	\$ 108	\$ 76,876	
1-1/2" Meter Replacement Sensus OMNI R2 Meter	108	\$ 313	\$ 33,750	
2" Meter Replacement Sensus OMNI R2 Meter	205	\$ 313	\$ 64,063	
3" Meter Replacement Sensus OMNI C2 Meter	37	\$ 1,017	\$ 37,631	
4" Meter Replacement Sensus OMNI C2 Meter	34	\$ 1,585	\$ 53,898	
6" Meter Replacement Sensus OMNI C2 Meter	80	\$ 3,693	\$ 295,454	
8" Meter Replacement Sensus OMNI C2 Meter	32	\$ 4,545	\$ 145,454	
10" Meter Replacement Sensus OMNI C2 Meter	10	\$ 5,682	\$ 56,818	
12" Meter Replacement Sensus Hydroverse Meter	5	\$ 6,818	\$ 34,091	
Meter Retrofit	510	\$ 36	\$ 18,110	
<b>Miscellaneous (as needed) – meter box/lid replacements, plumbing retrofits, other items (estimated quantities)</b>			<b>\$ 1,189,900</b>	<b>\$ 1,190,000</b>
Plumbing Retrofits (hourly)	100	\$ 284	\$ 28,409	
Standby Charges	50	\$ 142	\$ 7,103	
Notification (Distribute Doorhangers)	1	\$ 70,455	\$ 70,455	
Call Center Support Services	1	\$ 10,227	\$ 10,227	
Clean/Vactor Meter Boxes	1000	\$ 51	\$ 51,140	
Meter Box Lid Replacement	4310	\$ 14	\$ 61,202	
Meter Box Replacement - Dirt	430	\$ 165	\$ 70,851	
Meter Box Replacement - Concrete	430	\$ 795	\$ 342,044	
Installation Project Management (monthly)	7	\$ 12,500	\$ 87,500	
Work-Order Management Software - Programming and Setup	1	\$ 8,523	\$ 8,523	
Work-Order Management Software - Integration	1	\$ 8,523	\$ 8,523	
Work-Order Management Software - Implementation	4310	\$ 2	\$ 8,103	
Staging and Warehousing: Storage Containers, Monthly Rental Fee (monthly)	6	\$ 1,023	\$ 6,136	
Staging and Warehousing: Waste, Spoils, and Scrap Disposal, Price per Month (monthly)	6	\$ 2,841	\$ 17,045	
Staging and Warehousing: Forklift and Pallet Jack	1	\$ 34,091	\$ 34,091	
Installation Mobilization	1	\$ 69,068	\$ 69,068	
Estimated Sales Tax for Product (9.38%)	1	\$ 217,481	\$ 217,481	
Performance and Payment Bond (24 months)	1	\$ 92,000	\$ 92,000	



Aqua-Metric Sales, Co.  
4050 Flat Rock Dr.  
Riverside, CA 92505  
TEL: 951-637-1400

Invoice Number: PRF000387  
Invoice Date: 6/30/2021  
Order Number: SO0066544  
Order Date: 6/30/2021  
Salesperson: 0025  
Customer: MENLOWPARK

**Bill To:**  
MENLO PARK MWD  
AMI Project - Scott Jaw  
701 Laurel St  
MENLO PARK, CA 94025-3409

**Ship To:**  
MENLO PARK MWD  
AMI Project - Luis Olivera  
333 Burgess Dr  
MENLO PARK, CA 94025-3409

Customer PO VBL      Ship Via      Delivery method      Terms NET30      Project

Quantity		BKO	Product	Description	Unit price	Total tax excluded
Shipped						
15	15	S502TR	1" SR II TR/PL 100 C.F.	235.00	3,525.00	
15	15	S202TR	5/8"x3/4" SR II TR/PL 100 C.F.	141.00	2,115.00	
15	15	S302TR	3/4" SL SR II TR/PL 100 C.F.	173.00	2,595.00	
1	1	OMNIC3	3" OMNI C2 100 C.F.	1,800.00	1,800.00	
1	1	OMNIC4	4" OMNI C2 100 C.F.	3,127.00	3,127.00	
1	1	OMNIC6	6" OMNI C2 100 C.F.	5,400.00	5,400.00	

SAMPLE

<b>Tax excluded line total</b>	<b>18,562.00</b>
<b>TAX EXCLUDED TOTAL</b>	<b>18,562.00</b>
Sales Tax	1,716.99
<b>TOTAL TAX INCLUDED</b>	<b>20,278.99</b>
<b>GRAND TOTAL</b>	<b>20 278.99</b>

**Software as a Service and Spectrum Lease Agreement**

between

**CITY OF MENLO PARK AMI PROJECT**  
**(“Customer”)**

and  
**Sensus USA Inc.**  
**(“Sensus”)**

IN WITNESS WHEREOF, the parties have caused this Software as a Service and Spectrum Lease (“Agreement”) to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the “Effective Date.”

This Agreement shall commence on the Effective Date and continue for/until: 5 Years (“Initial Term”). At the end of the Initial Term, this Agreement shall automatically renew for an additional term of 5 years (“Renewal Term”). The “Term” shall refer to both the Initial Term and the Renewal Term.

This Agreement contains two parts: Part (1) is The FCC Notification for Spectrum Manager Lease, to be filed with the FCC by Sensus on behalf of the Customer and Part (2) is a Software as a Service and Spectrum Lease between Sensus and Customer. Together, these two parts create the Agreement.

**Sensus USA Inc.**

**Customer: CITY OF MENLO PARK AMI PROJECT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Contents of this Agreement:**

Part 1: Notification for Spectrum Manager Lease

Part 2: Agreement

- Exhibit A Software
- Exhibit B Technical Support

**Part 1: Notification for Spectrum Manager Lease**

In order for Sensus to apply to the FCC on the Customer's behalf for a spectrum manager lease, Customer must complete the information below in boxes one (1) through ten (10) and certify via authorized signature. Customer's signature will indicate that Customer authorizes Sensus to file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum Lessee, and if Customer does not already have one, ownership disclosure information on FCC Form 602.

1.

<b>Customer/Lessee Name:</b>		
<b>Attention To:</b>		<b>Name of Real Party in Interest:</b>
<b>Street Address:</b>		<b>City:</b>
<b>State:</b>	<b>Zip:</b>	<b>Phone:</b>
<b>Fax:</b>	<b>Email:</b>	

Is Customer contact information same as above?  Yes  No (If No, complete box 2 below)

2.

**Additional Customer/Lessee Contact Information**

<b>Company Name:</b>		
<b>Attention To:</b>		
<b>Street Address:</b>		<b>City:</b>
<b>State:</b>	<b>Zip:</b>	<b>Phone:</b>
<b>Fax:</b>	<b>Email:</b>	

3.

Customer/Lessee is a(n) (Select one): <input type="checkbox"/> Individual   <input type="checkbox"/> Unincorporated Association   <input type="checkbox"/> Trust <input type="checkbox"/> Government Entity   <input type="checkbox"/> Corporation   <input type="checkbox"/> Limited Liability Company   <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership   <input type="checkbox"/> Limited Liability Partnership   <input type="checkbox"/> Consortium   <input type="checkbox"/> Other _____
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

4.

<b>FCC Form 602:</b> FCC File Number of Customer's Form 602 Ownership Information: _____. If Customer has not filed a Form 602, Sensus will file one for Customer. Please complete questions 5, 6, and 7 below if Customer does <u>not</u> have a Form 602 on file. Customer must complete items 8, 9 and 10 irrespective of whether Customer has an ownership report on file.
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

5.

<b>Customer Tax ID:</b>
-------------------------

6.

**Individual Contact For FCC Matters**

Please designate one individual (the Director of Public Works or similar person) who is responsible to the FCC for the operation of the FlexNet radio system.	
Name	
Title:	
Email:	Phone:

7.

**Ownership Disclosure Information**

If Customer/Lessee is a government entity, list the names of the Mayor and all Council Members below, as well as verify citizenship and ownership interests in any entity regulated by the FCC. Such ownership must be disclosed where a mayor/council member owns 10% or more, directly or indirectly, or has operating control of any entity subject to FCC regulation. If any answer to Ownership question is Yes, or any answer to Citizenship question is No, provide an attachment with further explanation.		
	US Citizen?	Ownership Disclosure?
Mayor:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

8.

**Alien Ownership Questions** (if the answer is Yes, provide an attachment explaining the circumstances)

1) Is the Customer/Lessee a foreign government or the representative of any foreign government?	<input type="checkbox"/> Yes <input type="checkbox"/> No
-------------------------------------------------------------------------------------------------	----------------------------------------------------------

9.

**Basic Qualification Information**

1) Has the Customer or any party to this application had any FCC station authorization, license, or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license or construction permit denied by the Commission?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2) Has the Customer or any party to this filing, or any party directly or indirectly controlling the Customer or any party to this filing ever been convicted of a felony by any state or federal court?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3) Has any court finally adjudged the Customer or any party directly or indirectly controlling the Customer guilty of unlawfully monopolizing or attempting to unlawfully monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement, or any other means or unfair methods of competition?	<input type="checkbox"/> Yes <input type="checkbox"/> No

10.

**Customer/Lessee Certification Statements**

1) The Customer/Lessee agrees that the Lease is not a sale or transfer of the license itself.	<input type="checkbox"/> Yes
2) The Customer/Lessee acknowledges that it is required to comply with the Commission's Rules and Regulations and other applicable law at all times, and if the Customer/Lessee fails to so comply, the Lease may be revoked, cancelled, or terminated by either the Licensee or the Commission.	<input type="checkbox"/> Yes
3) The Customer/Lessee certifies that neither it nor any other party to the Application/Notification is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C § 862, because of a conviction for possession or distribution of a controlled substance (See Section 1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification.)	<input type="checkbox"/> Yes
4) The Customer/Lessee hereby accepts Commission oversight and enforcement consistent with the license and lease authorization. The Lessee acknowledges that it must cooperate fully with any investigation or inquiry conducted either by the Commission or the Licensee, allow the Commission or the Licensee to conduct on-site inspections of transmission facilities, and suspend operations at the direction of the Commission or the Licensee and to the extent that such suspension of operation would be consistent with applicable Commission policies.	<input type="checkbox"/> Yes
5) The Customer/Lessee acknowledges that in the event an authorization held by a Licensee that has associated with it a spectrum leasing arrangement that is the subject of this filing is revoked, cancelled, terminated, or otherwise ceases to be in effect, the Customer/Lessee will have no continuing authority to use the leased spectrum and will be required to terminate its operations no later than the date on which the Licensee ceases to have any authority to operate under the license, unless otherwise authorized by the Commission.	<input type="checkbox"/> Yes
6) The Customer/Lessee agrees the Lease shall not be assigned to any entity that is not eligible or qualified to enter into a spectrum leasing arrangement under the Commission's Rules and Regulations.	<input type="checkbox"/> Yes
7) The Customer/Lessee waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by spectrum lease or otherwise.	<input type="checkbox"/> Yes
8) The Customer/Lessee certifies that it is not in default on any payment for Commission licenses and that it is not delinquent on any non-tax debt owed to any federal agency.	<input type="checkbox"/> Yes

The Customer/Lessee certifies that all of its statements made in this Application/Notification and in the schedules, exhibits, attachments, or documents incorporated by reference are material, are part of this Application/Notification, and are true, complete, correct, and made in good faith. The Customer/Lessee shall notify Sensus in writing in the event any information supplied on this form changes.

<b>CITY OF MENLO PARK AMI PROJECT</b>			
By:		Title:	
Name:		Date:	
<b>FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.</b>			
WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)) AND/OR FORFEITURE (U.S. Code Title 47, Section 503).			

## Part 2: Agreement

### 1. General

- A. **Agreement Generally.** The scope of this Agreement includes usage terms for Sensus' hosted Software solution, leased spectrum, technical support, and supporting terms and conditions for an advanced metering infrastructure solution that Customer will purchase from Sensus' authorized distributor. Customer is not paying Sensus directly for the services provided by Sensus under the Agreement; rather, Customer shall pay Sensus' authorized distributor pursuant to a separate agreement between Customer and such authorized distributor.

### 2. Software.

- A. **Software as a Service (SaaS).** Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services.
- B. **UCITA.** To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.

### 3. Spectrum

- A. **Definitions in this Section 3.** In this Section 3 only, "Sensus" shall mean Sensus USA Inc. and its wholly owned subsidiary, Sensus Spectrum LLC.
- B. **Spectrum Lease.** Sensus hereby grants to Customer, and Customer accepts, a spectrum manager lease ("Spectrum Lease") over the frequencies of certain FCC license(s) ("FCC License") solely within Customer's Service Territory. (The frequencies of the FCC License within Customer's geographic Service Territory are called the "Leased Spectrum"). Customer shall pay the Ongoing Fees for use of the Leased Spectrum.
- C. **FCC Forms.** At the Federal Communications Commission ("FCC"), Sensus will; (1) obtain an FCC Registration Number ("FRN") for Customer; (2) submit on behalf of Customer the FCC Form 602 Ownership Disclosure Information if Customer has not already done so; and (3) file a FCC Form 608, notification/application for long-term spectrum manager lease. This Lease becomes effective when the FCC accepts the FCC Form 608.
- D. **Lease Application.** In order to complete the FCC lease application, Customer will promptly:
- i. Complete and sign the representations in Part 1 of this Agreement such that Customer demonstrates it qualifies for a spectrum lease under FCC rules. Customer's signature will indicate that Customer authorizes Sensus to; (1) obtain an FRN on behalf of Customer; (2) submit the FCC Form 602 Ownership Disclosure Information on behalf of Customer if Customer has not already done so; and (3) file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum lessee.
  - ii. Give Sensus the coordinates of the boundaries of Customer's Service Territory or, alternatively, approve Sensus' estimation of the same.
  - iii. If Customer has not already done so; Customer hereby authorizes Sensus to apply on Customer's behalf and obtain for Customer a Federal Registration Number (FRN, the FCC's unique identifier for each licensee) and shall supply Sensus with Customer's Taxpayer Identification Number ("TIN").
  - iv. Provide any other information or other cooperation reasonably necessary for the Parties to perform as set forth herein.
- E. **Permitted Use of Spectrum Lease and Equipment.** Customer may transmit or receive over the Leased Spectrum only in the Service Territory and only using FlexNet equipment manufactured by Sensus and used in accordance with Sensus' specifications. Customer may use the Leased Spectrum only to read and direct Field Devices or any other operation approved by Sensus in writing. Without limiting the foregoing, Customer is prohibited from reselling, subleasing or sublicensing the FlexNet Equipment and Leased Spectrum, and from transmitting voice communications over the Leased Spectrum. For each piece of RF Field Equipment used by Customer, Customer shall affix a Sensus-supplied label to the exterior of the RF Field Equipment cabinet or other appropriate visible place to indicate that RF operation is conducted under authority of FCC License(s) issued to Sensus.
- F. **Term of Spectrum Lease.** Unless terminated earlier (because, for example, Customer stops using the FlexNet equipment or because this Agreement terminates or expires for any reason), this Spectrum Lease will have the same term as the FCC license. If Customer is operating in compliance with this Agreement and is current on any payments owed to Sensus, when the FCC License renews, the Parties will apply to the FCC to renew this Spectrum Lease.
- G. **Termination of Spectrum Lease.** The Spectrum Lease will terminate: (a) two months after Customer stops transmitting with FlexNet equipment manufactured by Sensus; (b) upon termination, revocation or expiration of the FCC License; (c) upon Customer's breach of this Agreement; or (d) upon termination or expiration of this Agreement for any reason.
- H. **FCC Compliance.** The following FCC requirements apply
- i. Pursuant to 47 CFR 1.9040(a):
    - a. Customer must comply at all times with applicable FCC rules. This Agreement may be revoked by Sensus or the FCC if Customer fails to so comply;
    - b. If the FCC License is terminated, Customer has no continuing right to use the Leased Spectrum unless otherwise authorized by the FCC;
    - c. This Agreement is not an assignment, sale or other transfer of the FCC License;
    - d. This Agreement may not be assigned except upon written consent of Sensus, which consent may be withheld in its discretion; and
    - e. In any event, Sensus will not consent to an assignment that does not satisfy FCC rules.
  - ii. Referencing 47 CFR 1.9010, Sensus retains *de jure* and *de facto* control over the applicable radio facilities, including that,
    - a. Sensus will be responsible for Customer's compliance with FCC policies and rules. Sensus is responsible for engineering the FlexNet equipment and accompanying software and other programs to comply with FCC rules. Customer will operate the FlexNet equipment subject to Sensus' supervision and control and solely in accordance with Sensus' specifications. Sensus retains the right to inspect Customer's radio operations hereunder and to terminate this Agreement or take any other necessary steps to resolve a violation of FCC rules, including to order Customer to cease transmission. Sensus will act as spectrum manager in assigning spectrum under the FCC License so as to avoid any harmful interference or other violation of FCC rules. Sensus will be responsible for resolving any interference complaints or other FCC rule violations that may arise; and
    - b. Sensus will file any necessary FCC forms or applications and Customer agrees to reasonably assist Sensus with such filing by providing any necessary information or other cooperation. Sensus will otherwise interact with the FCC with respect to this Agreement, the FCC License or FlexNet equipment.
  - iii. Customer must continue operations on the spectrum during the Term of this Agreement. If Customer stops operations for any period of time, Customer must notify Sensus by sending an email to legal@xyleminc.com. Customer may not pause or discontinue operations for more than 180 days.
- I. **Interference.** Customer agrees to report to Sensus promptly, and in no event later than 72 hours afterward, any incident related to the Leased Spectrum, including where Customer experiences harmful interference, receives a complaint or other notice of having caused harmful interference, or receives any type of communication from the FCC or other government agency regarding radio transmission.

### 4. Equipment.

- A. **Purchase of Equipment.** Customer shall purchase all Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This

Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: <https://www.sensus.com/tc>, or 1-800-METER-IT

- B. **THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.**

5. **Services.**

- A. **Installation of Equipment.** Installation services for Field Devices, other goods, and RF Field Equipment will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement
- B. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.
- C. **Project Management.** Sensus' authorized distributor will provide project management services to Customer. Any project management of the FlexNet System provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
- D. **Training.** Sensus' authorized distributor will provide Customer with training on the use of the FlexNet System. Any training provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
- E. **IT Systems Integration Services.** Except as may otherwise be provided herein, integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.

6. **General Terms and Conditions.**

- A. **Infringement Indemnity.** Sensus shall indemnify and hold harmless Customer from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against Customer in the United States by a third party which alleges that the FlexNet System provided hereunder infringes upon the patents or copyrights of such third party, provided that Sensus shall have the right to select counsel in such proceedings and control such proceedings. Notwithstanding the foregoing, Sensus shall have no liability under this indemnity unless Customer cooperates with and assists Sensus in any such proceedings and gives Sensus written notice of any claim hereunder within fourteen (14) days of receiving it. Further, Sensus shall have no liability hereunder if such claim is related to; (i) any change, modification or alteration made to the FlexNet System by Customer or a third party, (ii) use of the FlexNet System in combination with any goods or services not provided by Sensus hereunder, (iii) Customer's failure to use the most recent version of the Software or to otherwise take any corrective action as reasonably directed by Sensus, (iv) compliance by Sensus with any designs, specifications or instructions provided by Customer or compliance by Sensus with an industry standard, or (v) any use of the FlexNet System other than for the Permitted Use. In the event the FlexNet System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Sensus, the FlexNet System is likely to become the subject of an infringement claim, Sensus, at its sole discretion and expense, may; (i) procure for Customer the right to continue using the FlexNet System or (ii) modify or replace the FlexNet System so that it becomes non-infringing. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SENSUS' ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.
- B. **Limitation of Liability.** Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the greater of; (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for; (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
- C. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and Spectrum Lease shall immediately cease.
- D. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.
- E. **Intellectual Property Rights.**
- Software and Materials.** No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the "Sensus IP"). To the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.
  - Customer Data.** Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data. "Customer Data" means solely usage data collected by the Field Devices. To avoid doubt, Customer Data does not include non-End User usage data collected by the Field Devices, Software, or FlexNet System, such as network and equipment status information or the like.
  - Consent to Use of Customer Data.** Customer hereby irrevocably grants to Sensus a royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus equipment or software; or (4) for any other internal use. As used herein, "Service" means Sensus' obligations under this Agreement.
  - Access to Customer Data.** Within 45 days of Customer's written request, Sensus will provide Customer a copy of the previous 24 months CMEP interval file and deliver the file to a drop location specified by Customer.
- F. **Data Privacy.** Customer acknowledges that Sensus and its Affiliates (collectively, "Xylem") will collect and process personal data for the purposes outlined in this Agreement. Xylem's data privacy policy is available at <https://www.xylem.com/en-us/support/privacy/>. Customer acknowledges that it has read and understood Xylem's privacy policy and agrees to the use of personal data outlined therein. The collection and use of personal data by Customer is Customer's responsibility.



- G. **Confidentiality.** Except as may be required under applicable law, court order, or regulation, or to the extent required to perform and enforce this Agreement, both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, “Confidential Information” shall not include: (i) any information that is in the public domain other than due to Recipient’s breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. “Discloser” means either party that discloses Confidential Information, and “Recipient” means either party that receives it.
- H. **Compliance with Laws.** Customer shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action, or permit the taking of any action by a third party, which may render Sensus liable for a violation of applicable laws.
- i. **Export Control Laws.** Customer shall; (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.
- ii. **Anti-Corruption Laws.** Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD’s Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer’s county or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.
- I. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party’s right to enforce and compel strict compliance with the same or other articles or provisions.
- J. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party’s consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer’s consent.
- K. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.
- L. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination (“Disputes”) shall first be resolved by mediation between the Parties. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
- M. **Acknowledgement of Events.** The parties acknowledge and agree that the global COVID-19 pandemic (“COVID-19”) is ongoing, dynamic, unpredictable, and as such may impact the ability of Sensus to meet its obligations under this Agreement. The parties agree that, for so long as there is an impact of COVID-19 on Sensus’ performance, all performance efforts by Sensus will be on a reasonable efforts basis only and Sensus shall not be responsible for failure to meet its obligations, to the extent that it is precluded from doing so as a result of COVID-19. The parties shall work, in good faith, to make any reasonable adjustments that may be required as a result of COVID-19.
- N. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
- O. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
- P. **Four Corners.** This written Agreement, including all of its exhibits, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.
- Q. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.
7. **Definitions. As used in this Agreement, the following terms shall have the following meanings:**
- A. **“Affiliate”** of a party means any other entity controlling, controlled by, or under common control with such party, where “control” of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
- B. **“Confidential Information”** means any and all non-public information of either party, including all technical information about either party’s products or services, pricing information, marketing and marketing plans, Customer’s End Users’ data, FlexNet System performance, FlexNet System architecture and design, FlexNet System software, other business and financial information of either party, and all trade secrets of either party.
- C. **“End User”** means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
- D. **“Field Devices”** means the SmartPoint Modules .
- E. **“FlexNet Base Station”** identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an R100 unit) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
- F. **“FlexNet System”** is comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, Spectrum Lease, and other equipment provided to Customer hereunder. The FlexNet System only includes the foregoing, as provided by Sensus. The FlexNet System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
- G. **“Force Majeure”** means an event beyond a party’s reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods

provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.

- H. **"Hosted Software"** means those items listed as an Application in Exhibit A.
- I. **"In/Out Costs"** means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.
- J. **"Intellectual Property"** means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
- K. **"LCM"** identifies the load control modules.
- L. **"Ongoing Fee"** means the annual or monthly fees, as applicable, to be paid by Customer to Sensus' authorized distributor during the Term of this Agreement.
- M. **"Patches"** means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.
- N. **"Permitted Use"** means only for reading and analyzing data from Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third devices not provided by Sensus or reading Field Devices outside the Service Territory.
- O. **"R100 Unit"** identifies the Sensus standalone, mounted transceiver that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station or directly to the RNI by TCP/IP backhaul communication, as the case may be.
- P. **"Release"** means both Updates and Upgrades.
- Q. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- R. **"RF Field Equipment"** means, collectively, FlexNet Base Stations, R100 units (if any) and Remote Transceivers (if any).
- S. **"RNI"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
- T. **"RNI Software"** identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- U. **"Service Territory"** identifies the geographic area where Customer utilizes Sensus equipment to provide services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC.
- V. **"Server Hardware"** means the RNI hardware.
- W. **"SmartPoint™ Modules"** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that communicate with the relevant devices and transmit those communications by radio frequency to the relevant piece of RF Field Equipment.
- X. **"Software"** means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third party software.
- Y. **"Updates"** means releases of the Software that constitute a minor improvement in functionality.
- Z. **"Upgrades"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
- AA. **"WAN Backhaul"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

**Exhibit A  
Software**

**Software as a Service**

**1. Description of Services.**

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both; (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments to Sensus' authorized distributor for such application of Software as a Service.

**A. Software as a Service Generally.**

Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, data center, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an "Application"):

- Regional Network Interface (RNI) Software
- Sensus Analytics
  - Enhanced Package
- Consumer Portal

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production, and Disaster Recovery (as described below) environment. Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

**B. Use of Software as a Service.** Subject to the terms of this Agreement, Sensus shall make Software as a Service available to Customer to access and use solely for the Permitted Use and solely for so long as Customer is current in its payments to Sensus or its authorized distributor for Software as a Service. The Software as a Service term commences on the date that Sensus first makes Software as a Service available to Customer for use, and ends upon the earlier of: (i) the expiration or termination of the Agreement; (ii) breach by Customer of this exhibit or the Agreement; or (iii) Customer's termination of Software as a Service as set forth in paragraph (C) below.

**C. Termination of an Application.** Customer shall have the option at any time before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that: (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees due in the current calendar year plus a ten percent (10%) early termination fee, where such fee is calculated based on the annual Software as a Service fee due in the current calendar year; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware from a third party and (b) RNI software license at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

**D. Software as a Service means only the following services:**

- i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.
- ii. Sensus will provide production and disaster recovery environments for Application.
- iii. Sensus will provide patches, updates, and upgrades to latest Sensus Hosted Software release.
- iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
  - (a) Network addresses and virtual private networks (VPN)
  - (b) Standard time source (NTP or GPS)
  - (c) Security access points
  - (d) Respond to relevant alarms and notifications
- v. Capacity and performance management. Sensus will:
  - (a) Monitor capacity and performance of the Application server and software applications 24x7x365 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backspool, logs, message broker storage, etc.)
  - (b) If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
  - (c) Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
  - (d) Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
  - (e) Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.
- vi. Database management. Sensus will:
  - (a) Implement the data retention plan and policy, and will provide the policy upon request.
  - (b) Monitor space and capacity requirements.
  - (c) Respond to database alarms and notifications.
  - (d) Install database software upgrades and patches.
  - (e) Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.
- vii. Incident and Problem Management. Sensus will:
  - (a) Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
  - (b) Respond to incidents and problems that may occur to the Application(s).
  - (c) Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.

- (d) Correlate incidents and problems where applicable.
  - (e) Sensus personnel will use the self-service portal to document and track incidents.
  - (f) In the event that Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).
  - (g) Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.
  - (h) Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.
- viii. Data Security. Sensus shall:
- (a) At all times during the Term provide and maintain up-to-date security with respect to (i) the Services, (ii) Sensus' website where Customer accesses the Services, (iii) Sensus' physical facilities, and (iv) Sensus' networks..
  - (b) Provide security for its networks and all internet connections consistent with best practices observed by well-managed SaaS's working in the software services industry, which customer agrees are reasonable efforts to prevent unauthorized access or "hacking" of Customer's Data..
  - (c) Promptly install all patches, fixes, upgrades, updates and new versions of any security software it employs.
  - (d) Maintain appropriate safeguards to restrict access to Customer's Data to those employees, agents or service providers of Sensus who need the information to carry out the purposes for which such data was disclosed to Sensus.
  - (e) For information disclosed in electronic form, Sensus agrees that appropriate safeguards include electronic barriers (e.g., "firewalls", Transport Layer Security (TLS), Secure Socket Layer [SSL] encryption, or most current industry standard encryption, intrusion prevention/detection or similar barriers) and secure authentication (e.g. password protected) access to the Customer's Confidential Information and hosted Customer Data.
  - (f) For information disclosed in written form, Sensus agrees that appropriate safeguards include secured storage of Customer's Data.
  - (g) Customer's Data classified as Confidential Information shall be encrypted at rest and in transit with controlled access.
  - (h) Establish and maintain any additional physical, electronic, administrative, technical and procedural controls and safeguards to protect the Customer's Data that are no less rigorous than accepted industry practices (including, as periodically amended or updated, the International Organization for Standardization's standards: ISO/IEC 27001:2005 – Information Security Management Systems – Requirements and ISO-IEC 27002:2005 – Code of Practice for International Security Management, NIST Special Publication 800-53 Revision 4 or its successor, the Information Technology Library (ITIL) standards, the Control Objectives for Information and related Technology (COBIT) standards or other applicable industry standards for information security).
  - (i) Ensure that all such controls and safeguards, including the manner in which Confidential Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.
- ix. Security Management. Sensus will:
- (a) Monitor the physical and cyber security of the server and Application(s) 24x7x365 to ensure system is highly secure in accordance with NIST Security Standards.
  - (b) Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.
  - (c) Conduct period penetration testing of the network and data center facilities.
  - (d) Conduct monthly vulnerability scanning by both internal staff and external vendors.
  - (e) Perform anti-virus and Malware patch management on all systems.
  - (f) Install updates to virus protection software and related files (including virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
  - (g) Respond to any potential threat found on the system and work to eliminate any virus or malware found.
  - (h) Adhere to and submit certification to NERC/CIP Cyber Security standards.
  - (i) Monitors industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus security team.
  - (j) Provide secure web portal access (SSL) to the Application(s).
- x. Backup and Disaster Recovery Management. Sensus will:
- (a) Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
  - (b) Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
  - (c) Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
  - (d) Replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
  - (e) Provide disaster recovery environment and perform fail-over to Disaster Recovery environment within forty-eight (48) hours of declared event.
  - (f) Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
  - (g) Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
  - (h) In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
  - (i) The Application shall have a RTO of forty-eight (48) hours.
  - (j) The RPO shall be a full recovery of the Application(s), with an RPO of one (1) hours, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
  - (k) Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.
- E. **Customer Responsibilities:**
- i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
  - ii. Participate in all required configuration and change management procedures.
  - iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
  - iv. Responsible for periodic processing of accounts or readings (i.e., billing files) for Customer's billing system for billing or other analysis purposes.
  - v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and

- accepted.
  - vi. First response labor to troubleshoot FlexNet Base Station, R100s, Remote Transceivers or other field network equipment.
  - vii. Responsible for local area network configuration, management, and support.
  - viii. Identify and research problems with meter reads and meter read performance.
  - ix. Create and manage user accounts.
  - x. Customize application configurations.
  - xi. Support application users.
  - xii. Investigate application operational issues (e.g., meter reads, reports, alarms, etc.).
  - xiii. Respond to alarms and notifications.
  - xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.
- F. **Software as a Service** does not include any of the following services:
- i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
  - ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

**If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.**

2. **Further Agreements**

A. **System Uptime Rate.**

- i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month}}{\text{TMO}}$$

- ii. **Calculations**

- a. **Targeted Minutes of Operation** or **TMO** means total minutes cumulative across all Applications in the applicable month minus the Scheduled Downtime in the Month.
- b. **Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
- c. **Non-Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).

- iii. **Exceptions.** Exceptions mean the following events:

- Force Majeure
- Emergency Work, as defined below; and
- Lack of Internet Availability, as described below.

- a. **Emergency Work.** In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("**Emergency Work**"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "**Managed Systems**"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.
- b. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.

- iv. **System Availability.** For each month that the System Uptime Rates for the production RNI falls below 99.0%, Sensus will issue Customer the following Service Level Credits:

System Uptime Rate per calendar month	Service Level Credit
Less than 99.0% but at least 97.5%	5% of the monthly RNI SaaS Fees in which the service level default occurred (Note: SaaS fees are pre-paid annually and for purposes of SLA Credits are computed on a monthly basis.)
Less than 97.5% but at least 95.0%	10% of the monthly RNI SaaS Fees in which the service level default occurred
Less than 95.0%	20% of the monthly RNI SaaS Fees in which the service level default occurred

Service Level Credits for any single month shall not exceed 20% of the RNI SaaS Fee associated with the month in which the service level default occurred. Sensus records and data will be the sole basis for all Service Level Credit calculations and determinations, provided that such records and data must be made available to Customer for review and agreement by Customer. To receive a Service Level Credit, Customer must issue a written request no later than ten (10) days after the Service Level Credit has accrued. Sensus will apply each valid Service Level Credit to the Customer's invoice within 2 billing cycles after Sensus' receipt of Customer's request and confirmation of the failure to meet the applicable Service Level Credit. Service Level Credits will not be payable for failures to meet the System Uptime Rate caused by any Exceptions. No Service Level Credit will apply if Customer is not current in its

undisputed payment obligations under the Agreement. Service Level Credits are exclusive of any applicable taxes charged to Customer or collected by Sensus. Sensus shall not refund an unused Service Level Credits or pay cash to Customer for any unused Service Level Credits. Any unused Service Level Credits at the time the Agreement terminates will be forever forfeited. THE SERVICE LEVEL CREDITS DESCRIBED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDY FOR SENSUS' FAILURE TO MEET THE SYSTEM UPTIME REQUIREMENT OR ANY DEFECTIVE SAAS PERFORMANCE. IN NO EVENT SHALL THE AGGREGATE AMOUNT OF SERVICE LEVEL CREDITS IN ANY ANNUAL PERIOD EXCEED 20% OF THE ANNUAL RNI SAAS FEE.

- B. Data Center Site-Security.** Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:
- i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
  - ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
  - iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
  - iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
  - v. Dry pipe pre-action fire detection and suppression systems are provided.
  - vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.
- C. Responsibilities of Customer.**
- i. Customer shall promptly pay all Software as a Service fees.
  - ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).
  - iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("Customer's Systems") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.
  - iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (Authorized Users). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames or passwords.
  - v. Customer shall be responsible for the day-to-day operations of the Application(s) and FlexNet System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).
- D. Software Solution Components.**
- i. **Description of Software Solutions.** Sensus software consists of a core communication module and a set of applications. Some applications are required to perform basic solution capabilities, other applications are optional and add additional capabilities and function to the overall solution. As Customer's business process expands and/or new Sensus offerings are made available, additional applications and functionality can dynamically be added to the solution, provided Customer purchases such additional applications.
  - ii. **Regional Network Interface.** The Regional Network Interface (RNI) or Sensus head-end is the centralized intelligence of the FlexNet network; the RNI's primary objective is to transfer endpoint (such as meters) data to the Customer and the advanced feature applications. The RNI is adaptable to Customer configurations by simultaneously supporting a wide range of FlexNet enabled endpoints; including but not limited to meters (electric, water, gas), street lighting, and Home Area Network devices.
    - a. Core Package
      - (i) Communication
        1. Manages all inbound and outbound traffic to and from endpoints
        2. Outbound routing optimization
        3. Route analyzer
        4. AES256 bit encryption of radio messages
        5. Reports and metric details of network performance and troubleshooting aids
        6. Management of RF equipment (base stations and endpoint radios)
      - (ii) Data Collection
        1. Missing read management
        2. Management of duplicate reads
        3. 60 day temporary storage
      - (iii) Application integration
        1. To Sensus Analytics applications
        2. Enable 3<sup>rd</sup> party application integration
        3. Batch CMEP file export
        4. Real-time access through MultiSpeak
      - (iv) Endpoint Management
        1. Gas, water, electric, lighting concurrent support

2. Remote configuration
3. Remote firmware updates
4. Reports, metrics and Troubleshooting
- (v) User Management
  1. Secure access
  2. Password management
  3. Definable user roles
  4. User permissions to manage access to capabilities
- b. Integration of RNI. Sensus shall provide RNI integration support services to Customer only to the extent specifically provided below:
  - (i) Sensus shall meet with the representative from the Customer's system(s) targeted for integration to determine which integration method is appropriate (e.g., Multispeak, CMEP, etc.).
    1. In scope and included integration efforts: Provide the gateway URLs to the integrating system as needed, provide Customer with standard integration API documentation, validate and test that the correct Customer information is flowing into and/or out of the RNI.
    2. Out of scope and subject to additional charges: Modifications or extensions to the standard API provided by Sensus and any integration efforts not outlined above as in scope and included.
  - (ii) Customer Responsibilities:
    1. Provide Sensus with information about the relevant information Customer wishes to transfer and integrate with the RNI.
    2. Establish the network and security required for the two systems to reasonably communicate.
    3. Verify integration to third party system functionality is working as intended.
  - (iii) If an item is not listed in subparagraph (i) above, such item is excluded from the integration of Sensus RNI Support and is subject to additional pricing.

### 3. Sensus Analytics

Sensus Analytics is a cloud-based solution and data platform that allows storage and retrieval of raw reads and data from other sources for analysis, exportation, and inquiry or reporting. The platform provides applications and reporting capabilities.

#### A. Essential Package. The Essential Package of the Sensus Analytics Application shall consist of the following modules:

- i. Device Access
  - a. Allows search for meter details by using data imported from the billing system or the Sensus Device ID or AMI ID.
  - b. Allows a view of the meter interval or register reads.
  - c. Meter data is available to be copied, printed, or saved to certain user programs or file formats, specifically CSV, PDF, and Spreadsheet.
  - d. Allows the current and historical data to be viewed.
  - e. Allows the current usage to be compared to historical distribution averages.
  - f. Allows the user to see the meter location on a map view.
  - g. Allows notifications for an event on a single meter to be forwarded to a Customer employee.
  - h. Allows details to be viewed about a meter – (dependent on the data integrated from other systems).
- ii. Meter Insight (provides the following)
  - a. # of active meters.
  - b. # of orphaned meters with drill down to the list of meters.
  - c. # of inactive meters with usage drill down to the list of meters.
  - d. # of stale meters with drill down to the list of meters.
  - e. # of almost stale meters with drill down to the list of meters.
  - f. # of meters where no read is available with drill down to the list of meters.
  - g. # of meters with maximum threshold exceptions with drill down to the list of meters.
  - h. # of meters with minimum threshold exceptions with drill down to the list of meters.
  - i. # of unknown radios with drill down to the list of meters.
- iii. Report Access
  - a. Allows the user to see meter alarms and choose a report from a list of standard reports.
  - b. Master Route Register Reads: Shows the latest reads for all meters within specified time window.
  - c. Meter Route Intervals Reads: Allows users to inspect intervals of a single meter over a period of time.
  - d. Master Route No Readings: List all meters that are active in the system, but have not been sending reads within the specified time window.
  - e. Consumption Report: List meters' consumption based on meter readings within the specified time window.
  - f. Zero Consumption for Period: List meters whose readings do not change over a period of time.
  - g. Negative Consumption: Shows the number of occurrences and readings of negative consumption for the last 24hr, 48hr and 72hr from the entered roll up date.
  - h. High Low Exception Report: Displays meters whose reads exceed minimum or/and maximum threshold, within a time range.
  - i. Consumption vs Previous Reported Read: Compares latest reading (from RNI) with last known read received from CIS.
  - j. Consumption Exception 24 hour Report: This report shows meters that satisfy these two conditions: (1) The daily average consumptions exceed entered daily consumption threshold; (2) The number of days when daily thresholds are exceeded are greater than the entered exception per day threshold.
  - k. Endpoint Details: Shows the current state of meters that are created within the specified time range.
  - l. Orphaned Meters: List meters that are marked as 'orphaned', which are created as of entered Created as of parameter.
  - m. Billing Request Mismatch: Displays meters in a billing request that have different AMR id with the ones sent by RNI. It also shows AMR id in billing request that have different meter Id in the RNI. Users must enter which billing request file prior to running the report.
  - n. All Alarms Report: List all alarms occurred during a time window. Users can select which alarm to show.
- iv. Billing Access
  - a. Initiate the creation of billing export files formatted to the import needs of the billing system.
  - b. Receive billing request files from the billing system to identify what meters to include in the billing export file in the case where billing request file

- option is used.
- c. Provides a repository of past billing files that were either used for billing preparation or actually sent to the billing system.
- d. Will store created billing files for a period of three years unless otherwise denoted.
- e. The system will allow creation of test files before export to the billing system.
- v. Billing Adaptor
  - a. The underlying configurator and tools mapping the extraction of billing data to enable integration to the utility's billing system.
- vi. Data Store
  - a. Allows storage of meter reading data including Intervals, Registers, and Alarms to be stored.
  - b. Stored data is available online for reports and analysis.
  - c. Data will be retained for 3 years. Additional duration can be purchased.

**B. Enhanced Package.** The Enhanced Package shall consist of the modules listed above in the Essential Package, as well as the following additional modules:

- i. Alarm Insight
  - a. Allows the user to summarize and filter alarms by a date range.
  - b. Allows the user to review all alarm types on a single screen.
  - c. The user can filter out the alarms not wanted on the screen.
  - d. Alarm totals can be visualized.
  - e. Adds a view of trending alarms over time.
  - f. Click to drill down on an alarm to gain more information on specific events.
  - g. Click to analyze a specific event on a particular device.
- ii. Alert Manager
  - a. Allows creation of alert groups who will be notified when an alarm occurs.
  - b. Users can manage alert groups by adding and removing group members.
  - c. Allows selection of notification method for how end users in the group will be notified; email or SMS (text message).
  - d. Allows creation of an alert from the available system events from smart points and assign to a group.
  - e. Monitors the systems meters for events. When an event is triggered, all users in the group will be notified.

**C. Sensus Analytics Customer Portal.** The Customer Portal (CP) is a cloud-based platform that aggregates data from several sources. The CP Package may consist of the following modules or widgets, provided Customer purchases access to the modules:

- i. Web Portal Standard Features
  - a. Self-serve sign up and account/password management
  - b. Dynamic sizing to work on most standard browsers
  - c. Customizable logo and backdrop images
  - d. Capable of supporting multiple languages (Spanish and English standard)
  - e. Provides links to bill payment and support web locations. (Single Sign On access is not standard)
  - f. Supports multiple accounts and multiple meters
  - g. Supports multiple Units of Measure (UoM)
  - h. Exportable data
  - i. Alerts and Notifications that can be delivered to the customers' points of contact
  - j. Support for multiple alert recipients
  - k. Admin Management of Widgets Displayed
- ii. Web Portal Additional Features
  - a. Single Sign: Integration to other web services in a manner that does not require the user to login multiple times
  - b. Water usage down to 15 minute intervals.
  - c. Presentation of Tier Limits and Tier Alerts
- iii. Dashboard Page Widgets
  - a. Current Billing Cycle View Widget: Allows the customer to view how much water they have used since the billing cycle has started.
  - b. Alerts: Shows the alerts created by meters or usage alerts
  - c. Notifications: Allows messages to be sent to customers by the Utility – Sent via Text, Email or presented on the Portal
  - d. Billing Cycle Threshold: Shows users progress toward Billing Cycle Usage Target set as an alert
- iv. Add-on Dashboard Widgets
  - a. Watering Schedule: Presents data regarding the days and times that the account can use outdoor water
  - b. Bill Estimate: Provides an estimate of the cost of the water used in the billing cycle.
  - c. Sandbox: Provides a widget space for the utility to place documents, links, and videos. (up to 100Mb)
- v. Usage Details Features
  - a. Consumption in various time periods
  - b. Exportable to other file formats
  - c. Temperature and Rainfall data
- vi. Meters Features
  - a. Meter information including Meter #, address, current reading,
  - b. Meter Nicknames
- vii. Meter Tab Additional Features
  - a. Google Maps view of meter location (Location data provided by Utility)
- viii. Settings – Usage Alerts (per meter)
  - a. Billing Cycle Usage Alert
  - b. Daily Usage Alert



- c. Vacation Alerts
- ix. Settings – Usage Alerts Additional Features
  - a. Tier Alerts
- x. Alert Recipients Features
  - a. Editable selection of alerts to receive
  - b. Additional Recipient management
- xi. User Settings Features
  - a. Change of email address
  - b. Customer management of points of contact
  - c. Customer capability to add additional accounts
  - d. Customer password management (Self-serve)

**D. Integration of Sensus Analytics.** Sensus shall provide integration support services to Customer only to the extent specifically provided below:

- i. Sensus shall provide Customer with a simple flat file specification known as VFlex for the integration of the Customer's back office system to the Sensus Analytics modules. The VFlex shall contain the following types of information: Device ids, end users in the system, end user status, end user account information, end user name, and other end user details. This flat file may be delimited or fixed width. Customer shall produce this file and transmit it to the FTP location designated by Sensus. When sent to the Sensus FTP servers, this file exchange will enable the system to become operational with the Customer's systems. Customer shall produce this file and transmit it to the FTP location designated by Sensus. Sensus will provide reasonable support to explain to Customer the required vs. optional fields that are in the specification, testing and validation of the file format and content.
- ii. In scope and included integration efforts: kick-off meeting to engage all required parties, mapping the Customer's fields to the VFlex specification, validation of expected output, and a two (2) hour system review of Sensus Analytics application and integration with the Customer's system (conducted remotely).
- iii. Out of scope and subject to additional charges will be the transformation of data where business logic including code must be written to modify the field content or format of the data to meet the VFlex specification.
- iv. Sensus' integration services consist of four (4) hours of assistance (remote or on-site, as determined by Sensus). If additional time is needed to complete the integration efforts, Sensus shall invoice Customer for additional fees on an actual time and materials basis.
- v. **If an item is not listed in subparagraphs (i) or (ii) above, such item is excluded from the integration of Sensus Analytics Support and is subject to additional pricing.**
- vi. **Data Import.** The Sensus Analytics Application contains adapters for the import of data from; (a) Customer's FlexNet System; and/or (b) AutoRead application for handheld and drive by systems, as applicable.
- vii. **Customer Acknowledgements.**
  - a. Customer acknowledges that the Sensus Analytics Application provides up to fifty (50) user logins for Customer's use.
  - b. Customer acknowledges and agrees the Sensus Analytics Application is based upon the actual number of End Users within Customer's Service Territory. Pricing may increase if Customer's Service Territory or actual number of End Users expands.
  - c. Customer acknowledges that all data related to the Sensus Analytics Applications is geographically hosted within the United States of America. Customer accepts the geographic location of such hosting, and indemnifies Sensus for any claims resulting therefrom.
  - d. Customer acknowledges and agrees that the Intellectual Property provisions of this Agreement apply in all respects to Customer's access to and use of the Sensus Analytics Applications.
  - e. Customer is responsible for validating the data analyzed by the Sensus Analytics Applications. Sensus makes no promises of improving Customer's operations or saving Customer money, nor is Sensus liable for any damages resulting from decisions made by Customer related to Customer's use of Sensus Analytics.

**4. Third Party Software.**

**A. RedHat Linux.** If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:

By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

Subscription:	End User License Agreement:
Red Hat Enterprise Linux	<a href="http://www.redhat.com/licenses/rhel_rha_eula.html">http://www.redhat.com/licenses/rhel_rha_eula.html</a>
JBoss Enterprise Middleware	<a href="http://www.redhat.com/licenses/jboss_eula.html">http://www.redhat.com/licenses/jboss_eula.html</a>

## Exhibit B Technical Support

### 1. Introduction

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b) The local distributor.
- c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

### 2. Support Categories

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AMI, RF Network Equipment, Metering Products, Sensus Lighting Control, and Demand Response Management System (FlexNet Home).
- 2.2. Proactive reporting and resolution of problems.
- 2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 2.4. Responding to service requests and product changes.
- 2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

### 3. Support Hours

- 3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00 a.m. EST to 8:00 p.m. EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

### 4. Support Procedures

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Salesforce ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state based on where the call originated. The Customer Service Associate or Technical Support Engineer will require a brief description of the problem symptoms, or error messages depending on nature of the incident. The nature of the problem and severity levels will be mutually agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into Salesforce for ticket creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

#### A. Severity Levels Description:

**Sev1** Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MDM). Not able to generate billing files.

**Sev2** Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

**Sev3** The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.
- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-served basis. A 1st level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
  - a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
  - b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
  - c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Salesforce system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

### 5. Response and Resolution Targets.

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

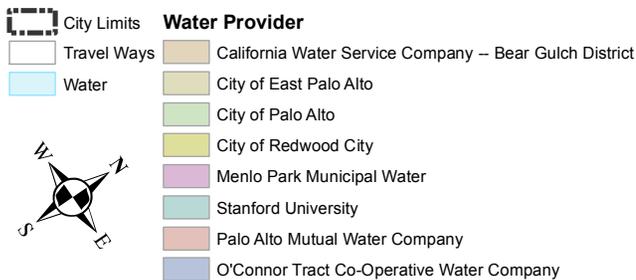
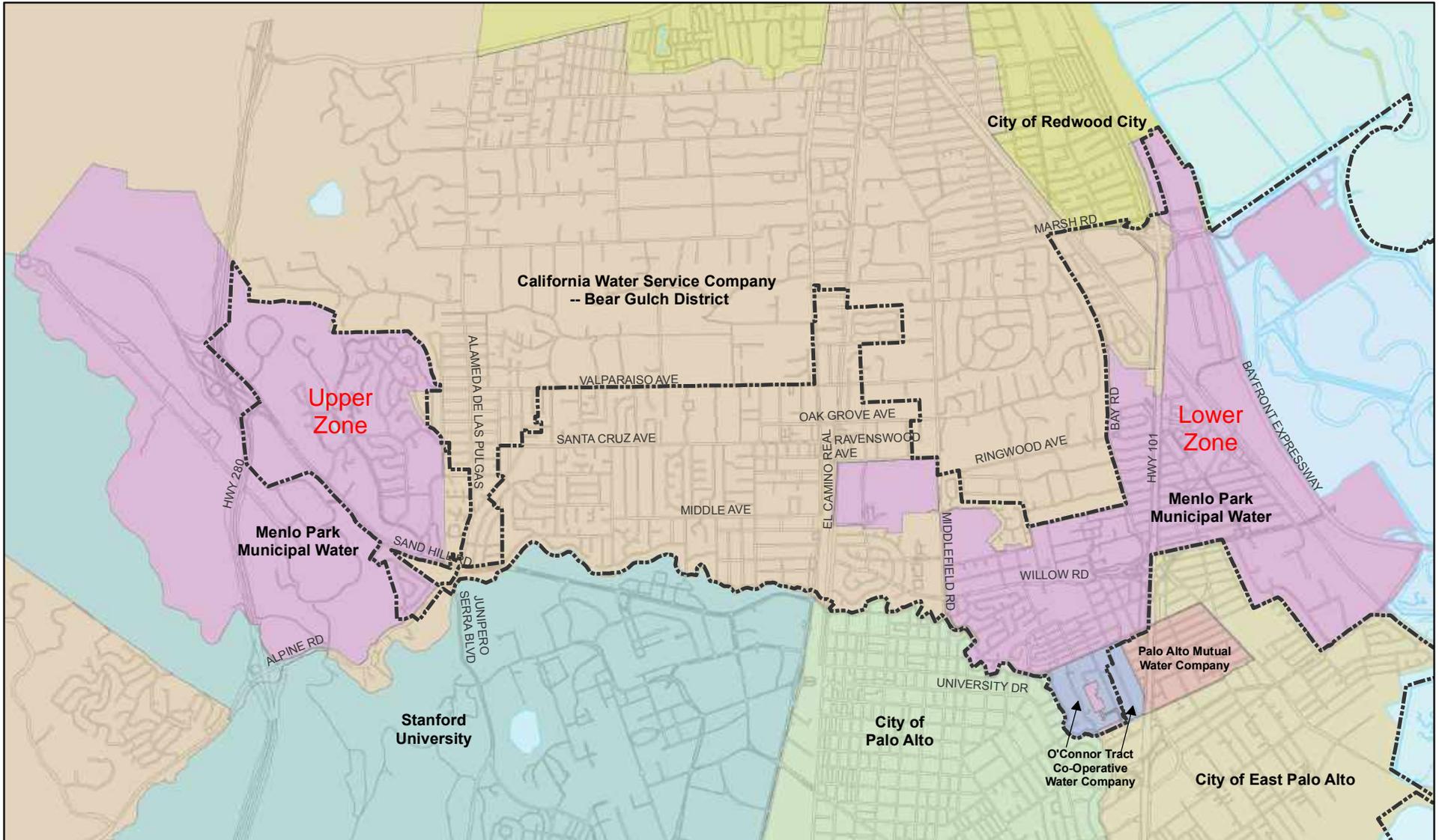
Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction (24 hours).	<ul style="list-style-type: none"> <li>Satisfactory workaround is provided.</li> <li>Program patch is provided.</li> <li>Fix incorporated into future release.</li> <li>Fix or workaround incorporated into Salesforce Knowledge Base.</li> </ul>
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur (48 hours).	<ul style="list-style-type: none"> <li>Satisfactory workaround is provided.</li> <li>Program patch is provided.</li> <li>Fix incorporated into future release.</li> <li>Fix or workaround incorporated into Salesforce Knowledge Base.</li> </ul>
3	1 Business Day	30 business days	<ul style="list-style-type: none"> <li>Answer to question is provided.</li> <li>Satisfactory workaround is provided.</li> <li>Fix or workaround incorporated into Salesforce Knowledge Base.</li> <li>Fix incorporated into future release.</li> </ul>

6. **Problem Escalation Process.**

- 6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.
- 6.1.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.
- 6.1.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Salesforce ticket number and the reason why the issue is being escalated.
- 6.1.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Salesforce ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. **General Support Provisions and Exclusions.**

- 7.1. Sensus provides online documentation for Sensus products, and all Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the product documentation.
- 7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific contract or statement of work. For example: specialized systems integration services or out of warranty network equipment repair.

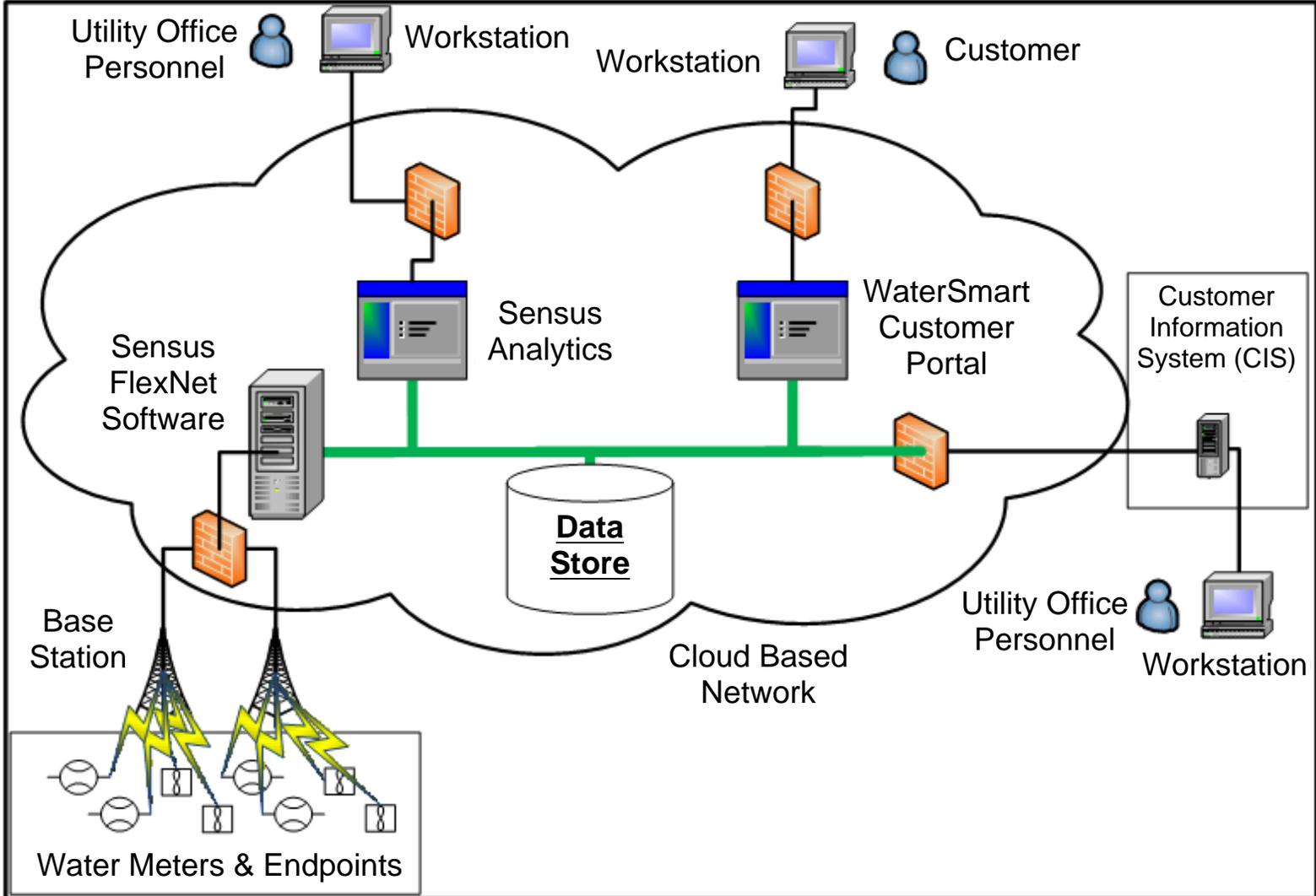


# Water Agencies Within and Surrounding Menlo Park



## AMI System Components, Schematic, and Photos

AMI component	Location	Description
Sensus FlexNet network	Cloud-based, online	The network consists of multiple synchronized, high-performance, 900-MHz, primary-use, FCC-licensed radio frequency bands. It is where servers and databases reside that provides business logic and services that comprise the AMI management system. The network receives meter and other endpoint messages from the field via the base stations. It monitors base station performance and status, and provides reports, diagnostics, deployment information, and on-air configuration and firmware upgrade capability for endpoints as well as other functions. Sensus manages, operates, and monitors Sensus Analytics, and Aqua-Metric helps maintain the FlexNet infrastructure. Only the City will have access to the radio frequencies that Sensus licenses.
Sensus FlexNet software	Cloud-based, online	The software is a secure, web-based portal that connects to the base stations via a wide area network to form the AMI communications network. MPMW would maintain ownership rights and responsibilities for the network data and infrastructure. It will integrate with the City's current and future billing contractors.
Sensus Analytics	Cloud-based, online	A cloud-based meter data management system that organizes data collected from the AMI system and is the main interface between the utility billing system, the customer portal, and staff. City staff will have access to detailed customizable dashboards to identify water use, evaluate water use trends, set leak alerts, compile regulatory reports, and quickly identify customers affected by an issue (e.g. water outage, water leak). It improve operations and customer service.
Base station	Two to three locations: 1. Sand Hill Reservoirs 2. City Hall and/or Nealon Park	Base stations are antennas that retrieve data from the meter endpoints and pass the data to the Sensus FlexNet network. They can be installed on existing communication towers, poles, and buildings. Sensus is recommending two to three base stations on existing poles, if available. A new pole 55 feet high would be needed at the Sand Hill Reservoirs. There is an existing 120 foot high police antenna tower at City Hall and an existing 60 foot high stadium light pole at Nealon Park.
Meter endpoints (Sensus SmartPoint modules)	Each water meter	High powered, two-way, long-range radio communication endpoints that collect meter reads on an hourly basis and transmit the reads to the base station at scheduled intervals (e.g., every four hours). The meter endpoints and batteries come with a 20-year warranty.
WaterSmart customer portal software	Cloud-based, online	FlexNet has the ability to interface with the WaterSmart software, a cloud-based user-friendly customer portal that allows water users to view their water use (hourly meter reads) and historical water use trends, set alerts and notifications, determine if they have leaks and self-initiate corrective actions, and learn about available water conservation programs on their computer and mobile devices. It allows water users to understand their water use, make adjustments if desired, and see immediate effects. WaterSmart costs are not included in Aqua-Metric's agreement. Staff plans to enter into a separate agreement with WaterSmart to utilize the software through a BAWSCA 3-year subscription program. Estimated costs are \$25,000 for FY22-23, and \$10,000 annually for the following two years. Staff anticipates transitioning to the WaterSmart customer portal within the next 4-6 months, prior to replacing and retrofitting meters. This early integration is anticipated to help customers prepare for the transition to AMI and also to assist with drought preparedness and water conservation.



Residential Water Meter - Sensus SR11, 1" and smaller



Commercial Water Meter - Sensus Hydroverse, 12"



Commercial Water Meter - Sensus OMNI R2, 1-1/2" and 2"



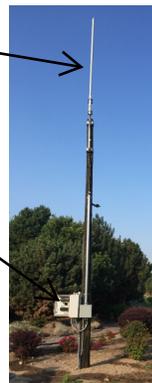
Meter Endpoint - Sensus SmartPoint 520M



Commercial Water Meter - Sensus OMNI C2, 3" through 10"

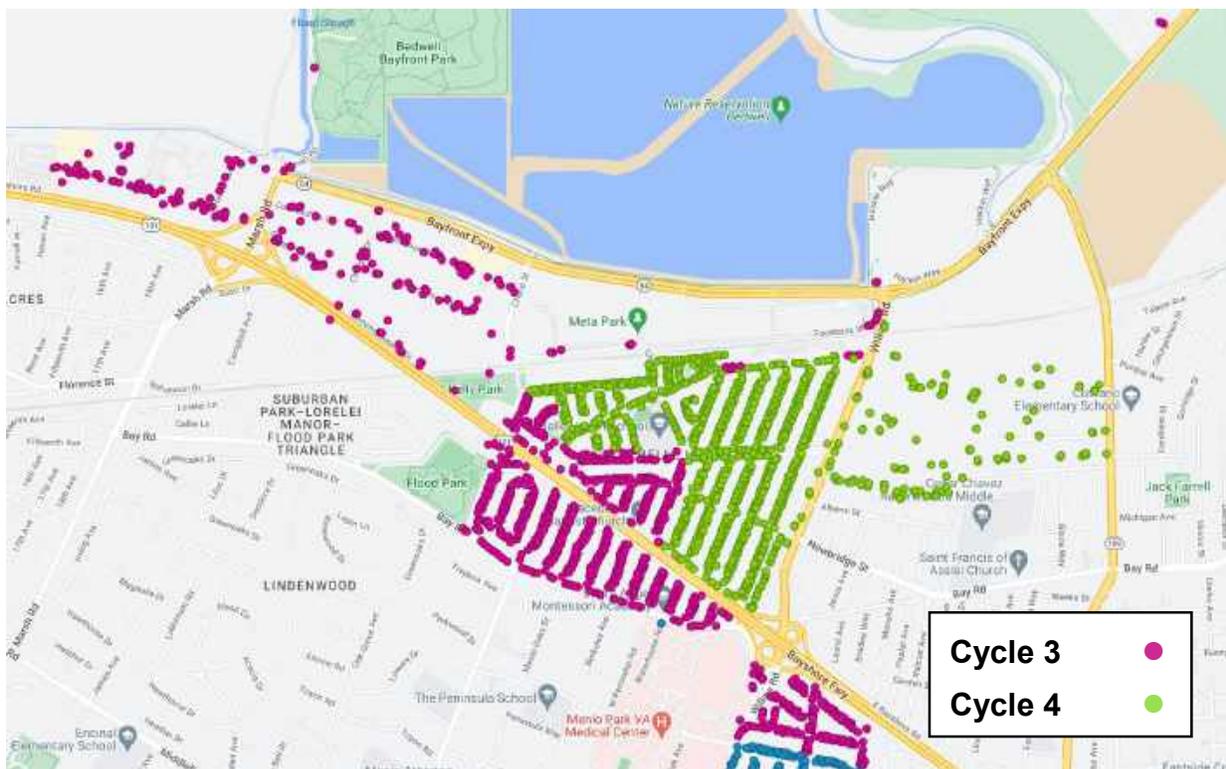
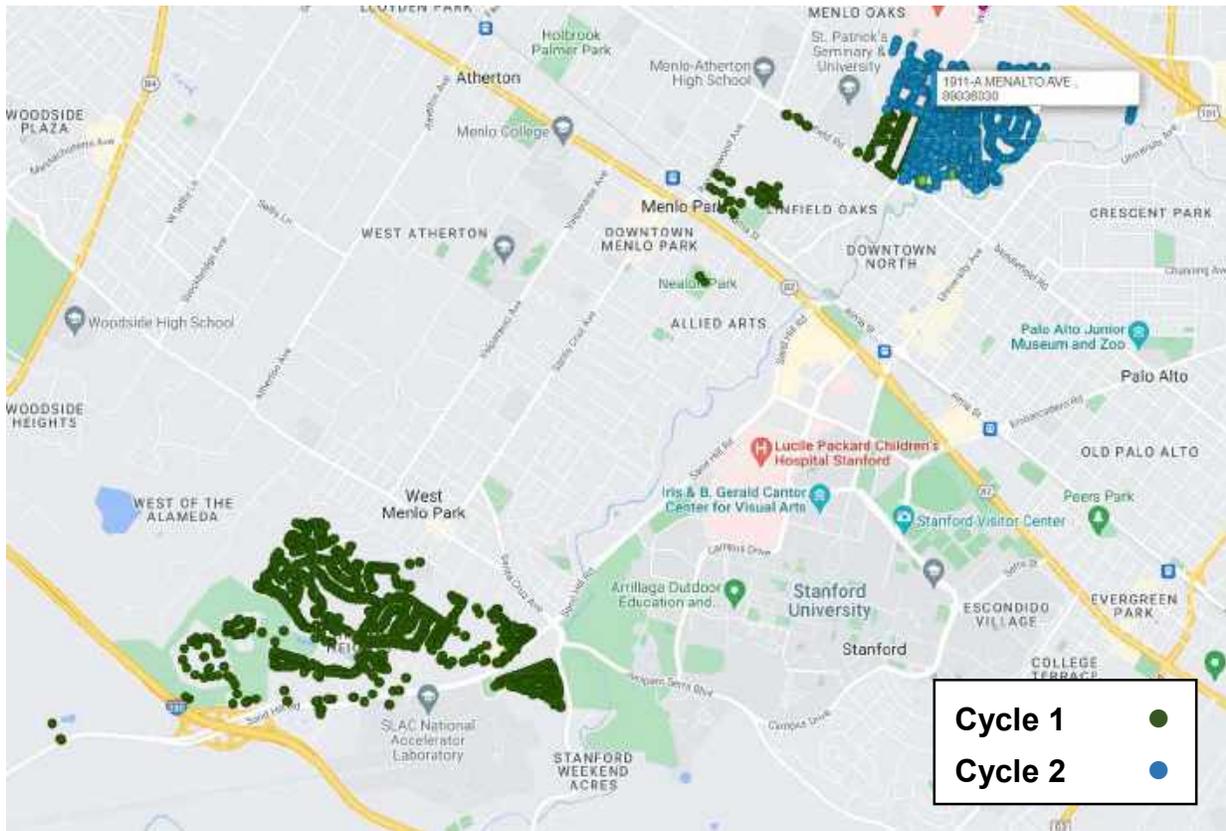
Antenna

Base Station



Base Station - Sensus M400

### Map of Meter Read Cycles





**STAFF REPORT**

**City Council Meeting Date:** 7/26/2022  
**Staff Report Number:** 22-146-CC

**Consent Calendar:** **Adopt a resolution to reduce the posted speed limit in school zones consistent with the California Vehicle Code**

**Recommendation**

Staff recommends that the City Council adopt a resolution (Attachment A) to reduce the posted speed limit in school zones consistent with the California Vehicle Code (CVC.)

**Policy Issues**

This project is consistent with the City’s Circulation Element, adopted in 2016, which includes the following goals and policies:

- Goal Circ-1: Provide and maintain a safe, efficient, attractive user-friendly circulation system that promotes a healthy, safe and active community and quality of life throughout Menlo Park.
- Policy Circ-1.1: Vision Zero. Eliminate traffic fatalities and reduce the number of non-fatal collisions by 50 percent by 2040.
- Policy Circ-1.5 Enforcement Program. Develop and implement enforcement program to encourage safe travel behavior and to reduce aggressive and/or negligent behavior among drivers, bicyclists and pedestrians.
- Policy CIRC-1.9 Safe Routes to Schools. Support Safe Routes to School programs to enhance the safety of school children who walk and bike to school.

Per Municipal Code Section 11.12.010, the City Council, by resolution, orders the installation of traffic control devices including posted speed limit signs.

**Background**

This item is a continuation of an action taken by the City Council August 17, 2021 (Attachment B.)

Speed plays a critical role in the cause and severity of crashes. According to the 1999 National Highway Traffic Safety Administration (NHTSA) “Literature Review on Vehicle Travel Speeds and Pedestrian Injuries” study, fatality and serious injury rates increase substantially when travel speeds rise. For children ages 14 and under, 20.2 percent suffer fatal or serious injuries when struck by a vehicle traveling 1-20 miles per hour (mph) while 33.8 percent are killed or seriously injured when hit by a vehicle traveling 21-25 mph. Therefore, it is important that safe speed limits be set for a specific road context and that proper enforcement and data collection measures be followed to ensure the desired speeds are achieved once a speed limit is set.

The CVC, section 22358.4b(1) grants authority to local jurisdictions to 1) reduce the posted speed limit to 15 mph within 500 feet of school grounds, and 2) extend the 25 mph posted speed limit in school zones from



500 feet to 1,000 feet from the school grounds, while children are going to or leaving the school, either during school hours or during the noon recess period.

These school zone speed limits per CVC 22358 4b(1) are applicable on roadway segments that meet the following conditions:

1. Within a residential district.
2. Posted speed limit no greater than 30 mph immediately before and after the school zone.
3. No more than a total of two through lanes of traffic.

On October 13, 2020, the City Council modified and approved the 2019 Citywide engineering and traffic survey. Additionally, the City Council directed staff to expand the school zones to the furthest extent of law.

On August 17, 2021, the City Council adopted a resolution to established school zones for a set of public and private schools that are wholly within Menlo Park’s jurisdictions, and directed staff to work with neighboring agencies for schools that are not wholly within Menlo Park. For the schools approved in 2021, staff anticipates to complete installation of updated speed limit signs for schools that are wholly within Menlo Park by summer 2022.

**Analysis**

Table 1 identifies additional schools to receive the establishment of school zones and extended school zones that are proposed for speed reduction to 15 mph posted speed limit when children are present in accordance with CVC Section 22358.5b(1.)

Table 1: Schools identified for speed reduction				
School name	Address	Grade	Type	Neighbor agency coordination
1. Littlest Angels Bethany Preschool	1095 Cloud Avenue	Pre-K	Private	San Mateo County
2. New Beginnings School	1100 Middle Avenue	Pre-K	Private	N/A
3. TIDE Academy	150 Jefferson Drive	9 to 12	Public	N/A

New Beginnings School was inadvertently left off the approval made by City Council in 2021. TIDE Academy, previously ineligible for school zones, is now qualified due to recently approved residential projects (e.g., Menlo Uptown and Menlo Flats) on Jefferson Drive. Staff will also continue to have discussions with neighboring agencies to consider speed limit reductions on schools that serve Menlo Park residents that are not wholly within Menlo Park. Attachment C shows the three schools.

**Impact on City Resources**

If approved by City Council, the costs of furnishing and installing the new posted speed limit signs in school zones and extended school zones would be drawn from the City’s operating budget for roadway signing and striping maintenance. Staff anticipates this would cost approximately \$12,000, based on the bid prices provided by the City’s signing and striping contractor. The installation costs are estimated to be approximately \$2,000 and the purchase costs of the signs and poles are estimated at \$10,000. The sign installation for schools wholly within Menlo Park would be completed in fall 2022 through the City’s signing and striping contractor.

## **Environmental Review**

The proposed installations are minor upgrades to an existing residential street right-of-way and would not result in any new impacts to the existing environment. This project is considered as a minor alteration to the existing street system, and therefore categorically exempt (Class 1 Exemption, Section 15301) from the provisions of the California Environmental Quality Act (CEQA.)

## **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. Resolution
- B. Hyperlink – August 17, 2021 City Council staff report:  
[beta.menlopark.org/files/sharedassets/public/agendas-and-minutes/city-council/2021-meetings/agendas/20210817-city-council-agenda-packet.pdf#page=44](https://beta.menlopark.org/files/sharedassets/public/agendas-and-minutes/city-council/2021-meetings/agendas/20210817-city-council-agenda-packet.pdf#page=44)
- C. Map of proposed school frontage extensions

Report prepared by:

Patrick Palmer, Engineering Technician

Kevin Chen, Senior Transportation Engineer

Report reviewed by:

Hugh Louch, Assistant Public Works Director – Transportation

**RESOLUTION NO. XXXX**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK TO REDUCE THE POSTED SPEED LIMIT TO 15 MPH WITHIN 500 FEET OF THE SCHOOL GROUNDS, AND EXTEND THE 25 MILES PER HOUR POSTED SPEED LIMIT IN SCHOOL ZONES FROM 500 FEET TO 1,000 FEET FROM THE SCHOOL GROUNDS, WHILE CHILDREN ARE GOING TO OR LEAVING THE SCHOOL, EITHER DURING SCHOOL HOURS OR DURING THE NOON RECESS PERIOD**

WHEREAS, California Vehicle Code (CVC) Section 22358.4b(1) grants authority to local jurisdictions to 1) reduce the posted speed limit to 15 mph within 500 feet of the school grounds, and 2) extend the 25 miles per hour posted speed limit in school zones from 500 feet to 1,000 feet from the school grounds, while children are going to or leaving the school, either during school hours or during the noon recess period, and,

WHEREAS, the reduced or extended school zone speed limits per CVC Section 22358b(1) are consistent with several goals and policies in the City’s circulation element, adopted in 2016, specifically Goal Circ. 1, Policy Circ. 1-1, Policy Circ. 1-5, and Policy Circ. 1-9, and,

WHEREAS, the City of Menlo Park, acting by and through its City Council, having considered and been fully advised in the matter and good cause appearing therefore,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Menlo Park that the City Council does hereby determine and justify pursuant to CVC Section 22358.4(b)(1) that 15 miles per hour shall be the prima facie speed limit at a distance within 500 feet of the school grounds and 25 miles per hours in school zones from 500 feet to 1000 feet from the school grounds on the road segments shown below while children are going to or leaving the school, either during school hours or during the noon recess period:

Number	School name	Road segments	Posted or prima facie speed limit (mph)	Recommended school zone speed limit (mph)
1	Littlest Angels Bethany Preschool	Santa Cruz Avenue	30/25	25/15
		Cloud Avenue	25	15
		Avy Avenue	25	15
2	New Beginnings School	Middle Avenue	30/25	25/15
		Arbor Road	25	15
		Westfield Drive	25	15
3	TIDE School	Jefferson Drive	25	15
		Chrysler Drive	25	15

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I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the twenty-sixth day of July, 2022, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this \_\_ day of July, 2022.

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Judi A. Herren, City Clerk

# City of Menlo Park: Proposed School Frontage Extensions





**STAFF REPORT**

**City Council**

**Meeting Date:**

**7/26/2022**

**Staff Report Number:**

**22-148-CC**

**Public Hearing:**

**Receive the Elections Code Section 9212 report regarding the proposed initiative measure entitled “A Citizen-Sponsored Initiative Measure to Amend the Land Use Element of the General Plan to Prohibit the City Council of the City of Menlo Park from Re-Designating or Re-Zoning Certain Properties Designated and Zoned for Single Family Detached Homes”**

**Recommendation**

Staff recommends the City Council receive the report pursuant to Elections Code Section 9212 (Attachment A) regarding the proposed initiative measure entitled “A Citizen-Sponsored Initiative Measure to Amend the Land Use Element of the General Plan to Prohibit the City Council of the City of Menlo Park from Re-Designating or Re-Zoning Certain Properties Designated and Zoned for Single Family Detached Homes.”

**Background**

On April 15, 2022, the petition for the proposed initiative was filed with the city clerk of the City of Menlo Park (Elections Code Section 9208.) On June 28, 2022, following the city clerk’s determination that the proponents submitted 2,011 valid signatures, which exceeded the minimum number of 1,984 signatures required, the City Council accepted the certification of the sufficiency of the petition for the proposed initiative. At the same meeting, the City Council was required to take one of following three actions as required by the California Elections Code Section 9215:

- A. Adopt an ordinance of the City Council of the City of Menlo Park adopting the citizen sponsored initiative measure to amend the Land Use Element of the General Plan to prohibit the City Council of the City of Menlo Park from re-designating or re-zoning certain properties designated and zoned for single family detached homes; or
- B. Adopt a resolution of the City Council of the City of Menlo Park adopting the citizen sponsored initiative measure to amend the Land Use Element of the General Plan to prohibit the City Council of the City of Menlo Park from re-designating or re-zoning certain properties designated and zoned for single family detached homes; establishing the schedule for submission of ballot arguments; and authorizing and requesting the County of San Mateo conduct the election; or
- C. Order a report pursuant to Elections Code Section 9212 at the regular meeting at which the certification of the petition is presented. When the report is presented to the City Council, the City Council is required to either adopt the ordinance within 10 days or order an election pursuant to subdivision (b.)

The City Council selected Option C and ordered the preparation of a report with the following topics all of which are encompassed by Elections Code Section 9212:

- 1. Its fiscal impact.
- 2. Its effect on the internal consistency of the city’s general and specific plans, including the housing element, the consistency between planning and zoning, and the limitations on city actions under Section

65008 of the Government Code and Chapters 4.2 (commencing with Section 65913) and 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code.

3. Its effect on the use of land, the impact on the availability and location of housing, and the ability of the city to meet its regional housing needs.
4. Its impact on funding for infrastructure of all types, including, but not limited to, transportation, schools, parks and open space. The report may also discuss whether the measure would be likely to result in increased infrastructure costs or savings, including the costs of infrastructure maintenance, to current residents and businesses.
5. Its impact on the community's ability to attract and retain business and employment.
6. Its impact on the uses of vacant parcels of land.
7. Its impact on agricultural lands, open space, traffic congestion, existing business districts, and developed areas designated for revitalization.

The City Council also requested the following topics be evaluated and studied in the Elections Code Section 9212 report:

1. Racial and economic equity; and
2. Educational equity; and
3. Ability to comply with state housing laws, including production of affordable housing and affirmatively furthering fair housing; and
4. Climate and traffic impacts of people driving to or through Menlo Park for work because they cannot afford to live here; and
5. Impacts to the other existing sites the draft Housing Element; and
6. Impacts on public (e.g., fire station) and other sites owned by nonprofit institutions (e.g., churches) that are zoned for single family but do not include single-family residential uses.

The report shall be presented to the legislative body within the time prescribed by the legislative body, but no later than 30 days after the elections official certifies to the legislative body the sufficiency of the petition. The report is being presented within the prescribed 30 days. Within 10 days of the report being presented to the City Council, the City Council is required to either adopt the ordinance or order an election. At the meeting of July 26, 2022, the City Council will also have the opportunity to take action and select one of these two options.

### **Analysis**

The Elections Code Section 9212 report, included as Attachment A, was prepared by the Housing Element Update consultant team, including M-Group, BAE and Hexagon, with assistance from City staff. The consultant team was selected for their planning and economic expertise, knowledge of Housing Element law, and ability to prepare a report within the statutory 30-day deadline. The report before the City Council evaluates how the proposed initiative would impact the topic areas set forth above. The report is intended to present factual information and professional judgement to arrive at conclusions or hypotheses into potential results of the initiative measure should it be adopted.

The report is presented to the City Council in compliance with California Elections Code Section 9212 and completes the scope of work within the authorized funding. The consultant team will be available for questions at the July 26, 2022, meeting.

### **Impact on City Resources**

The fee for the preparation of the report pursuant to Elections Code Section 9212 was \$61,500, which is within the city manager's signing authority. At the City Council meeting of June 28, 2022, the City Council

approved a budget augmentation of \$86,000 for Planning consultant services as part of the fiscal year 2022-23 budget adoption in order to prepare the report.

### **Environmental Review**

The report is not a project subject to CEQA. Additionally, initiative measures submitted to the voters or adopted by the City Council are not projects under CEQA Guidelines Section 15378 (b)(3.) A project under CEQA does not include “[t]he submittal of proposals to a vote of the people of the state or a particular community that does not involve a public agency sponsored initiative.” (Stein v. City of Santa Monica (1980) 110 Cal. App.3d 458; *Friends of Sierra Madre v. City of Sierra Madre* (2001) 25 Cal. 4th 165.)

### **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. Ballot measure impact analysis pursuant to Elections Code Section 9212

Report prepared by:

Deanna Chow, Assistant Community Development Director

Report reviewed by:

Nira F. Doherty, City Attorney



CITY OF  
MENLO PARK

BALLOT MEASURE  
**IMPACT ANALYSIS**

Pursuant to Election Code 9212

July 26, 2022

PREPARED BY:

City of Menlo Park

Bay Area Economics (BAE)

Metropolitan Planning Group

Hexagon Transportation Consultants, Inc.

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**Attachments:**

- Attachment A: Ballot Measure submitted to the City of Menlo Park on April 15, 2022
- Attachment B: Non-Single-Family Sites Affected by the Ballot Measure

## INTRODUCTION

This report covers the topics included in the Election Code Section 9212 as well as the topics directed by the City Council at its June 28, 2022 meeting. References in the text to “Ballot Measure” refer to the Ballot Measure submitted to the City of Menlo Park on April 15, 2022 included as **Attachment A**.

The Ballot Measure would amend City’s Land Used Element of the General Plan to prohibit the City Council from changing the General Plan land use designation or rezoning certain properties designated and zoned for single-family detached residences unless first approved by a majority vote of the people of the City of Menlo Park at a general election.

In general, this report describes how the Ballot Measure would impact the following topic areas:

- Ability to comply with State housing laws, including Affirmatively Furthering Fair Housing (AFFH)
- Consistency with adopted planning policies and zoning regulations, including the Housing Element
- Various land uses and potential development sites
- Fiscal impacts, funding for infrastructure, and economic development
- Racial and economic equity
- Climate and transportation

The report finds that while the Ballot Measure would potentially limit new multifamily development in single-family areas, it would likely have a limited impact on the overall number of housing units that can be built in Menlo Park in the near future because the City can rezone other areas to enable new housing development as necessary to meet Regional Housing Needs Allocation (RHNA) requirements under State law. Over time, however, the City would have less flexibility in planning for future housing because the Ballot Measure would limit the ability to plan for housing on certain sites. Additionally, under the Ballot Measure, the future distribution of new housing may be inconsistent with fair housing requirements contained within the AFFH law adopted by the State of California in 2018 (AB 686).

## PURPOSE

Within the scope of the election code and as prescribed by the City Council, the purpose of this Report is to provide a professional, factual and objective analysis of the potential impacts of the Ballot Measure to the City of Menlo Park.

## BACKGROUND

The city began a comprehensive update of the City’s Housing Element in May 2021. Community meetings were held virtually between May and December 2021 outlining general strategies and policy themes progressing towards specific housing opportunity sites strategies, policies, and programs. Additional public meetings in February of 2022 continued to garner community interest

especially regarding the former James Flood Elementary School site located at 320 Sheridan Drive. A virtual community meeting was directed by the City Council focused on this site with high public interest. This meeting was held on May 3, 2022 and approximately 166 residents and other interested persons attended.

Through the General Plan and Zoning Ordinance, the City Council of the City of Menlo Park has designated certain property in the City of Menlo Park for single family detached homes. Under the General Plan, many such properties have a “Very Low Density Residential” or “Low Density Residential” land use designation.

The Citizen-Sponsored Initiative proposes an amendment to the Land Use Element of the General Plan that would prohibit the City Council of the City of Menlo Park from:

- (1) changing the General Plan designation of properties that were designated Very Low Density Residential or Low Density Residential as of April 15, 2022; and
- (2) re-zoning properties that were zoned Residential Estate (R-E), Residential Estate Suburban (R-E-S), Single Family Suburban Residential (R-1-S), Single Family Suburban Residential (Felton Gables) (R-1-S (FG)), Single Family Urban Residential (R-1-U), or Single-Family Urban Residential (Lorelei Manor) (R-1-U (LM)) as of April 15, 2022.

Under the Citizen-Sponsored Initiative, properties designated Very Low Density Residential or Low Density Residential, and properties zoned R-E, R-E-S, R-1-S, R-1-S (FG), R-1-U or R-1-U (LM) as of April 15, 2022, could only be re-designated or re-zoned for other uses or denser residential uses by a majority vote of the people of the City of Menlo Park at a regular election. The initiative does not impact the City Council’s authority to re-designate or re-zone properties that had other General Plan land use designations and/or zoning as of April 15, 2022.

The “Very Low Density Residential” designation provides for single family detached homes, secondary dwelling units, public and quasi-public uses, and similar and compatible uses at a maximum density of 2.9 units per acre. Properties with a “Very Low Density Residential” designation are zoned Residential Estate (R-E) or Residential Estate Suburban (R-E-S).

The “Low Density Residential” designation provides for single family detached homes, secondary dwelling units, public and quasi-public uses, and similar and compatible uses at a maximum density of 8.9 units per acre. Properties with a “Low Density Residential” designation are zoned Single Family Suburban Residential (R-1-S), Single Family Suburban Residential (Felton Gables) (R-1-S (FG)), Single Family Urban Residential (R-1-U), or Single Family Urban Residential (Lorelei Manor) (R-1-U (LM)).

All properties with Very Low Density Residential or Low Density Residential land use designations and the corresponding zoning described above are referred to as single-family residential properties in this report. A summary of these areas is provided in **Table 2**.

Most of the property in the City of Menlo Park designated Very Low Density Residential or Low Density Residential is improved with single family homes or other residential uses. However, certain properties with these land use designations currently have other uses (such as public utilities, private schools, churches, childcare centers, and a fire station) or are unimproved.

On April 15, 2022, the initiative proponents submitted a Notice of Intent to Circulate a Petition with the City’s Elections Official with a request that a ballot title and summary be prepared for the Ballot Measure. In response, a Ballot Title and Summary was prepared by the City Attorney pursuant to Elections Code section 9203. The Ballot Title and Summary was submitted to the proponents on April 30, 2022. The proponents published the Notice of Intent in The Examiner – Redwood City Tribune May 4, 2022, pursuant to Elections Code section 9205 and filed an Affidavit of Publication with the city clerk May 10, 2022, pursuant to Elections Code section 9206.

The Petition regarding the proposed initiative was filed with the City Clerk on May 24, 2022, bearing 2,976 unverified signatures. Per the Elections Code, the City Clerk’s office, in conjunction with the County of San Mateo’s Office of the Assessor-County Clerk-Recorder & Elections (“County”), examined the signatures the proponents had collected to verify the sufficiency of the Petition. By letter dated June 15, 2022, the County notified the City that “of the 2,976 signatures submitted” in support of the Proposed Initiative, “2,369 were checked and 2,011 signatures were verified as valid.” The 2,011 verified signatures exceed the minimum of 1,984 signatures required to qualify the proposed initiative for the ballot. On June 28, 2022, the City Council accepted the certificate of the sufficiency of the petition for the proposed initiative.

The City Council was required to take one of three actions as required by the California Elections Code section 9215. At their meeting on June 28, 2022, the City Council directed the preparation of this report as authorized under section 9212. The report would need to be presented to the City Council no later than July 28, 2022, and within 10 days of the report being presented, the City Council is required to either adopt the ordinance or order an election.

## IMPACT ANALYSIS

### 1. Impact on City’s Ability to Comply with State Housing Law

#### Government Code Section 65008

California’s Planning and Zoning Law (Gov. Code, § 65000 *et al.*) prohibits jurisdictions from engaging in discriminatory land use and planning activities. Specifically, Government Code section 65008, subdivision (a), deems any action taken by a city or county to be null and void if such action denies to an individual or group of individuals the enjoyment of residence, landownership, tenancy, or any other land use in the state due to illegal discrimination.

Under the law, it is illegal to discriminate based on protected class such as race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability (including individuals in recovery for drug or alcohol abuse, whether or not they are actively seeking recovery assistance), veteran or military status, or genetic information.

The law further recites multiple categories of actions that are determined to be discriminatory, including the following:

- Enactment or administration of ordinances pursuant to any law that prohibits or discriminates against a protected class (Gov. Code, § 65008, subd. (b)(1)(B));
- Enactment or administration of ordinances pursuant to any law that prohibits or discriminates against residential developments because they are “intended for occupancy by persons and families of very low, low, or moderate income, ... or persons and families of middle income” (Gov. Code, § 65008, subds. (a)(3) and (b)(1)(C)); and
- Imposition of different requirements on a residential use by a protected class or by persons of very low, low, moderate, or middle income, other than those generally imposed upon other residential uses. (Gov. Code, § 65008, subd. (d)(2)(A).)

The Ballot Measure can be considered under a city-wide effect scenario for purposes of an analysis to determine if the Measure would unlawfully prohibit or discriminate against lower and moderate-income housing developments. The Ballot Measure would place a very high barrier to any land use change that would allow higher density residential uses in single family zoned districts and parcels. The barrier would impact the City’s ability to impose its inclusionary requirements which could in turn result in a secondary barrier to the production of affordable housing.

Housing affordability for moderate income households is assumed by state law to start at 20 DU/ac and lower income affordability is accepted at “default densities” of 30 DU/ac or more<sup>1</sup>. With the exception of rental-only accessory dwelling units (ADUs) and the 10% or 15% Below Market Rate (BMR) requirement of market rate projects, the single-family residential areas within the City consist of higher cost market rate detached homes. These areas also have the highest household incomes and proximity to the most services and high-quality schools.<sup>2</sup>

The City has an inclusionary ordinance that requires all residential projects of 5 to 19 units to provide 10% of the units as affordable housing for low income households or provide an alternative equivalent. Projects of 20 units or more are required to provide 15% of the units at the low income level of affordability or equivalent.

There are 53 developable parcels ranging from 0.1 to 41 acres in the City that would be effected by the Ballot Measure that do not have existing single-family residences located on them currently.

As a result, the Ballot Measure would prohibit 53 developable parcels in the City from being rezoned by the City to allow 5 or more units per parcel because the current land use designations allow a density of 2.9 DU/ac or 8.9 DU/ac, which would typically result in low-density single-family developments of less than 5 units per project.

Thus, the City cannot, on its own effectuate land use changes on these 53 parcels sites to allow for the default densities that would allow for the creation of new higher density and affordable housing. The potential for affordable housing thus decreases.

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<sup>1</sup> California Department of Housing and Community Development (HCD). Default Density Standard Option – 2020 Census Update memo dated March 21, 2022. <https://hcd.ca.gov/community-development/housing-element/housing-element-memos/docs/defaultdensity2020censusupdate.pdf>

<sup>2</sup> ABAG/MTC Housing Needs Data Report: Menlo Park, April 2021; U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019)

Government Code Title 7 Chapter 4.2 (Sections 65913-65914.5) – Housing Development Approvals

State laws not only require local governments to affirmatively plan for current and future housing needs but to also avoid and overcome housing discrimination resulting from past and present land use practices. The provision of affordable housing where it has been excluded advances a basic goal of the fair housing and anti-discrimination laws—the elimination of segregation. These policies and objectives are addressed by Government Code section 65913 et seq. This statute and the Ballot Measure’s potential to impact the City’s ability to meet the policies and objectives established by the statute are discussed below.

Government Code section 65913 provides:

(a) The Legislature finds and declares that there exists a severe shortage of affordable housing, especially for persons and families of low and moderate income, and that there is an immediate need to encourage the development of new housing, not only through the provision of financial assistance, but also through changes in law designed to do all of the following:

(1) Expedite the local and state residential development process.

(2) Assure that local governments zone sufficient land at densities high enough for production of affordable housing.

(3) Assure that local governments make a diligent effort through the administration of land use and development controls and the provision of regulatory concessions and incentives to significantly reduce housing development costs and thereby facilitate the development of affordable housing, including housing for elderly persons and families, as defined by Section 50067 of the Health and Safety Code.

These changes in the law are consistent with the responsibility of local government to adopt the program required by subdivision (c) of Section 65583.

(b) The Legislature further finds and declares that the costs of new housing developments have been increased, in part, by the existing permit process and by existing land use regulations and that vitally needed housing developments have been halted or rendered infeasible despite the benefits to the public health, safety, and welfare of those developments and despite the absence of adverse environmental impacts. It is, therefore, necessary to enact this chapter and to amend existing statutes which govern housing development so as to provide greater encouragement for local and state governments to approve needed and sound housing developments.

Section 65913.1 provides, in part:

(a) In exercising its authority to zone for land uses and in revising its housing element pursuant to Article 10.6 (commencing with Section 65580 ) of Chapter 3, a city, county, or city and county shall designate and zone sufficient vacant land for residential use with appropriate standards, in relation to zoning for nonresidential use, and in relation to growth projections of the general plan to meet housing needs for all income categories as identified in the housing element of the general plan.

Section 65913.2 provides that the City shall:

“(a) Refrain from imposing criteria for design, as defined in Section 66418, or improvements, as defined in Section 66419, for the purpose of rendering infeasible the development of housing for any and all economic segments of the community. However, nothing in this section shall be construed to enlarge or diminish the authority of a city, county, or city and county under other provisions of law to permit a developer to construct such housing.

(b) Consider the effect of ordinances adopted and actions taken by it with respect to the housing needs of the region in which the local jurisdiction is situated.

(c) Refrain from imposing standards and criteria for public improvements including, but not limited to, streets, sewers, fire stations, schools, or parks, which exceed the standards and criteria being applied by the city, county, or city and county at that time to its publicly financed improvements located in similarly zoned districts within that city, county, or city and county.”

This State statute mandates as a general policy matter, that cities take actions to meet the housing needs of all income categories and to refrain from taking actions that render housing production infeasible. The proposed Ballot Measure may operate to render certain housing production more infeasible than housing production would be absent the Ballot Measure. This is because the Ballot Measure reduces the amount of housing that can be built on many parcels throughout the City, without a vote of the people. By prohibiting the City from taking any actions to rezone or re-designate single family zoned districts and parcels throughout the City, the Ballot Measure imposes a hurdle on increasing the amount of allowable housing on such parcels. These potential impacts are discussed in greater detail, below.

Government Code § 65913.1 is a corollary to the Housing Element Law and known as the “least cost zoning law.” (See *Fonseca v. City of Gilroy*, 148 Cal. App. 4th 1174, 1185–86 (2007).) It mandates that localities designate and zone sufficient vacant land for residential development with appropriate standards, in relation to land zoned for non-residential use, to meet the housing needs for all income categories identified in the housing element.

“Appropriate standards” are “densities and requirements with respect to minimum floor areas, building setbacks, rear and side yards, parking, the percentage of a lot that may be occupied by a structure, amenities, and other requirements imposed on residential lots pursuant to the zoning authority which contribute significantly to the economic feasibility of producing housing at the lowest possible cost given economic and environmental factors, the public health and safety, and the need to facilitate the development of housing affordable to persons and families of low or moderate income.” (Gov. Code § 65913.1(a)(1).)

Whereas the Housing Element Law covers the content, preparation, adoption, and implementation of the housing element of the general plan, section 65913.1 establishes minimum requirements for a community's zoning laws. Under the Least Cost Zoning Law the City must ensure sufficient vacant land is zoned to accommodate the needs identified in the housing element in relation to zoning of non-residential vacant land. (*Fonseca v. City of Gilroy, supra*, 148 Cal. App. 4th at 1186.) The Housing Element focuses on identification of sufficient sites for rezoning.



Although this report concludes that the actual production of housing units during the City's sixth Housing Element cycle may not be reduced by the Ballot Measure, the City's long term ability to zone for and produce housing may indeed be impeded by the Ballot Measure and may thus be inconsistent with section 65913.1. Sites that are zoned for single family uses but are vacant are considered by the State to be opportunity sites for denser housing development.<sup>3</sup> The Ballot Measure would prohibit the City from rezoning vacant sites such as the former Flood School Site for denser multifamily developments thus eliminating the City's ability to impose its inclusionary housing requirements.

The City's inclusionary housing requirements mandate that multifamily developments with 5-19 units provide 10% of the units at low income or equivalent deed restricted levels. Multifamily developments with 20 or more units must provide 15% of the units at low-income or equivalent deed restricted levels. By eliminating the City's ability to increase density on such sites, the Ballot Measure eliminates the City's ability to impose its existing inclusionary housing requirements, thus rendering the production of affordable more infeasible.

In addition to impacting the developability of vacant sites, the Ballot Measure also prohibits the City from rezoning sites with existing single family dwellings. Historically, redevelopment of sites with existing single-family dwellings into denser multifamily dwelling units is less likely than development of vacant sites. However, the Ballot Measure would prohibit the City from considering any rezoning of single-family sites into denser multifamily sites. Absent the Ballot Measure, the City would have the authority (through its police powers related to zoning) to "upzone" single family zoned sites to allow for housing uses that accommodate a greater density of housing units. By prohibiting the City from utilizing such police powers, the Ballot Measure reduces the number of sites within the City upon which denser housing could be located by the City. In doing so, the Ballot Measure renders housing production more infeasible than would be possible without the Ballot Measure.

The Ballot Measure is unlikely to be considered inconsistent with Government Code section 65913.2 which mandates that local agencies are to refrain from imposing criteria for design or improvement for the purpose of rendering infeasible the development of housing, and to refrain from imposing standards or criteria relating to public improvements, such as streets, sewers, fire stations, schools, or parks, that exceed the standards and criteria being applied by the local agency at the time to publicly financed improvements located in similarly zoned districts within the local agency's jurisdiction. The Ballot Measure does not impose development standards that would have the effect of rendering housing production infeasible; rather, the Ballot Measure limits the City's ability to determine where denser housing may be located.

The City is not currently subject to SB 35 and therefore the impacts on the City's ability to comply with Government Code section 65913.4 are not discussed in this report. The Ballot Measure is not inconsistent with Government Code section 65913.5 because it does not purport to prohibit SB 10 developments pursuant to the procedures and requirements set forth in section 65913.5. The Ballot Measure does not directly address religious institution affiliated housing development projects and therefore Government Code section 65913.6 is not discussed in this report. The

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<sup>3</sup> California Department of Housing and Community Development, Division of Housing Policy Development. Housing Element Site Inventory Guidebook, Government Code Section 65583.2. [https://www.hcd.ca.gov/community-development/housing-element/docs/sites\\_inventory\\_memo\\_final06102020.pdf](https://www.hcd.ca.gov/community-development/housing-element/docs/sites_inventory_memo_final06102020.pdf)

provisions of Government Code sections 65913.7 through 65913.11 are not implicated by the Ballot Measure and therefore not discussed in this report.

### **Impact on Production of Affordable Housing and Affirmatively Furthering Fair Housing (AFFH)**

The following topic is included at the direction of the City Council on June 28, 2022, and is not specifically identified by Election Code Section 9212.

In the short to medium term during the upcoming eight-year 2023 – 2031 Housing Element time period, the Ballot Measure would very incrementally decrease the City's ability to provide affordable housing and make progress on AFFH.

Longer term, over the next two or three eight-year housing element time periods, the City's options would be considerably reduced and it may become increasingly difficult to both increase the production of affordable housing and make needed progress on affirmatively furthering fair housing. Some of the larger single-family properties that are used by religious organizations may, in the future, be considered good sites for housing but would require voter approval.

This could make future Housing Element updates more difficult to achieve compliance with housing requirements set by the State. This in turn would likely result in less affordable housing production which would also increase the difficulty of achieving fair housing outcomes as required under the AFFH requirements.

The City could consider a more widespread approach by adopting incentives to encourage homeowners in single-family areas to provide affordable housing by utilizing the new State laws such as SB 9 for urban lot splits and duplexes or two detached homes on single family properties. ADUs could be also seen as an avenue for increasing affordable rental housing for smaller households. SB 10 is another new State law that would allow the city to encourage urban infill on any residential parcel with up to 10 units regardless of zoning and made exempt from the California Environmental Quality Act (CEQA).

To further fair housing, results must also include new affordable for-sale housing that can provide a means for previously disadvantaged and discriminated against communities to be able to own property and build generational wealth.

Due to the history of discriminatory housing policy and practice there are significant differences in homeownership rates by race/ethnicity. Across racial/ethnic groups, white households in the Bay Area are most likely to own their homes (63%) — nearly twice as likely as Black households (34%). Homeownership rates are also lower for Latinx (40%), multiracial (45%), and Native American (46%) households.<sup>4</sup>

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<sup>4</sup> Bay Area Equity Atlas website. September 21, 2021 post. Accessed on July 7, 2022, <https://bayareaequityatlas.org/node/65531>.

## 2. Internal Consistency of the City’s General and Specific Plans, Housing Element, and Planning and Zoning

The Ballot Measure would affect the internal consistency of the city’s general and specific plans including the adopted 2015 - 2023 Housing Element. The existing General Plan includes several statements that support the continuation of low-density residential neighborhoods, while also allowing and encouraging them to change and evolve to provide varied housing types that would provide more affordable housing. The Land Use element provides the following background text that describes this effort:<sup>5</sup>

*“The city’s long-established residential neighborhoods create the strong sense of community found in Menlo Park. Preserving and building on this foundation while also creating new opportunities for a range of housing types is an important focus of the City’s land use policies.”*

If the Ballot Measure passes, any General Plan goal or policy that is found to be inconsistent with the Ballot Measure would need to be removed from the General Plan or modified to be consistent with the Ballot Measure.

### **GOAL LU-2 Maintain and enhance the character, variety and stability of Menlo Park’s residential neighborhoods.**

The Ballot Measure would not conflict with this goal (LU-2) to maintain and enhance residential neighborhoods, although it would limit the ability to provide a variety of housing in R-1-U zoning districts.

**Policy LU-2.1 - Neighborhood Compatibility.** Ensure that new residential development possesses high-quality design that is compatible with the scale, look, and feel of the surrounding neighborhood and that respects the city’s residential character.

The Ballot Measure may not directly conflict with this policy (LU-2.1) to maintain neighborhood compatibility for those properties that are already developed with existing single-family homes. However, for those other vacant or non-single-family properties the Ballot Measure would discourage and in many or most instances prevent from developing, it would be inconsistent with this policy that provides guidance for designing new development, including higher density housing, to be compatible with existing neighborhoods.

*The Ballot Measure would be inconsistent with the following Housing Element (H) and Land Use Element (LU) goals and policies:*

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<sup>5</sup> *Menlo Park General Plan Land Use Element*. Adopted November 29, 2016. Pages LU-1 and LU-20.

**Goal H4 - Use Land Efficiently to Meet Community Housing Needs at a Variety of Income Levels, Implement Sustainable Development Practices and Blend Well-Designed New Housing into the Community.**

The Ballot Measure would limit the City's ability to efficiently provide housing at a variety of income levels. Therefore, the Ballot Measure is considered to be inconsistent with this goal (H4).

**Policy H1.3 - Neighborhood Responsibilities within Menlo Park.** Seek ways, specific to each neighborhood, to provide additional housing as part of each neighborhood's fair share responsibility and commitment to help achieve community-wide housing goals. This may range from in-lieu fees, secondary dwelling units, higher density housing sites, infill housing, mixed-use or other new housing construction.

The Ballot Measure would make it more difficult for each neighborhood to provide additional housing. The Ballot Measure would remove the ability of existing single-family neighborhoods from fully achieving their fair share of housing responsibilities. The Ballot Measure is inconsistent with this policy (H1.3).

**Policy H1.6 - Equal Housing Opportunity.** Actively support housing opportunities for all persons to the fullest extent possible. The City will ensure that individuals and families seeking housing in Menlo Park are not discriminated against on the basis of race, color, religion, marital status, disability, age, sex, family status (due to the presence of children), national origin, or other arbitrary factors, consistent with the Fair Housing laws.

The Ballot Measure would be inconsistent with this policy (H1.6) to support housing for all persons to the fullest extent possible. The Ballot Measure would add a financial and governmental constraint on developing housing for the full range of household incomes within the community.

**Policy H4.1 - Housing Opportunity Areas.** Identify housing opportunity areas and sites where a special effort will be made to provide affordable housing consistent with other General Plan policies. Given the diminishing availability of developable land, Housing Opportunity Areas should have the following characteristics:

- a. The site has the potential to deliver sales or rental units at low or below market rate prices or rents.
- b. The site has the potential to meet special housing needs for local workers, single parents, seniors, small families or large families.
- c. The City has opportunities, through ownership or special development review, to facilitate provision of housing units to meet its housing objectives.
- d. The site scores well for Low Income Housing Tax Credits (LIHTC) subsidy or has unique opportunities due to financing and/or financial feasibility.

- e. For sites with significant health and safety concerns, development may be tied to nearby physical improvements, and minimum density requirements may be reduced.
- f. Site development should consider school capacity and the relationship to the types of residential units proposed (i.e., housing seniors, small units, smaller workforce housing, etc. in school capacity impact areas).
- g. Consider incorporating existing viable commercial uses into the development of housing sites.

The Ballot Measure is inconsistent with this policy (H4.1) as it would limit the city's ability to identify opportunity sites (including the former Flood School site) for affordable housing.

**Policy H4.2 - Housing to Address Local Housing Needs.** Strive to provide opportunities for new housing development to meet the City's share of its RHNA. In doing so, it is the City's intent to provide an adequate supply and variety of housing opportunities to meet the needs of Menlo Park's workforce and special needs populations, striving to match housing types, affordability and location, with household income, and addressing the housing needs of extremely low-income persons, lower income families with children and lower income seniors.

The Ballot Measure is inconsistent with this policy (H4.2) as it would limit the city's ability provide workforce housing and housing at various income levels.

**Policy H4.4 - Variety of Housing Choices.** Strive to achieve a mix of housing types, densities, affordability levels and designs in response to the broad range of housing needs in Menlo Park. Specific items include:

- a. The City will work with developers of non-traditional and innovative housing approaches in financing, design, construction and types of housing that meet local housing needs.
- b. Housing opportunities for families with children should strive to provide necessary facilities nearby or on site.
- c. The City will encourage a mix of housing types, including: owner and rental housing, single and multiple-family housing, housing close to jobs and transit, mixed use housing, work force housing, special needs housing, single-room occupancy (SRO) housing, shared living and cohousing, mobile-homes, manufactured housing, self-help or "sweat-equity" housing, cooperatives and assisted living.
- d. The City will support development of affordable, alternative living arrangements such as co-housing and "shared housing" (e.g., the Human Investment Project's — HIP Housing — shared housing program).

The Ballot Measure is inconsistent with this policy (H4.4) as it would limit the density and mix of housing types to certain parts of the city.

**Policy H 4.12 - Fair Share Distribution of Housing throughout Menlo Park.**

Promote the distribution of new, higher density residential developments throughout the city, taking into consideration compatibility with surrounding existing residential uses, particularly near public transit and major transportation corridors in the city.

The Ballot Measure would be inconsistent with this policy (H4.12) as it would limit the ability to rezone and distribute higher density housing throughout the City.

**Policy LU-1.6 Infill Development Environmental Review.** Streamline the environmental review process for eligible infill projects by focusing the topics subject to review where the effects of infill development have not been addressed in a planning level decision or by “uniformly applicable development policies or standards,” in accordance with CEQA Guidelines Section 15183.3.

**Policy S1.D Require Early Investigation of Potential Hazard Conditions.** Require that potential geologic, seismic, soils, and/or hydrologic problems confronting public or private development be thoroughly investigated at the earliest stages of the design process, and that these topics be comprehensively evaluated in the environmental review process by persons of competent technical expertise.

These two policies (LU-1.6 and S1.D) would need to be revised to reflect that citizen initiatives and developer-sponsored ballot measures are exempt from CEQA.<sup>6</sup>

### Impacts on the Other Existing Housing Sites in the Draft Housing Element

This topic is included at the direction of the City Council on June 28, 2022, and is not specifically identified by Election Code Section 9212.

One site included in the Housing Element Housing Opportunity Sites List – the former Flood School site (Site No. 38) – would be directly impacted by the Ballot Measure. The site would either be removed from the Housing Element Opportunity Sites List altogether or retained on the list with the expected unit count reduced to zero due to the requirement for a citywide voter approval for the needed land use change.

The other sites within the Housing Element are not expected to be directly affected by the Ballot Measure. However, if the City Council desires to make up the “lost” capacity from the former Flood School site, then the other sites could be impacted if the density was increased on one or more of the other sites.

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<sup>6</sup> *Tuolumne Jobs & Small Business Alliance v. Superior Court* (2014) 59 Cal.4th 1029, the California Supreme Court held that CEQA does not apply to “citizen-sponsored” initiatives, even where the initiative is adopted by local officials rather than the voters.

### 3. Impact on the Availability and Location of Housing, and the Ability of the City to Meet its Regional Housing Needs (RHNA)

The City of Menlo Park's useable land area (not including the Baylands and the Bay itself) is 5.49 square miles or 3,517 acres as shown in **Table 1** below. The land uses designated by the General Plan provide for 1,929 acres of Residential lands, which is 54.9% of all the land in the City. The two land use categories subject to the Ballot Measure are Very Low Density (168 acres) and Low Density Residential (1,372 acres). These two land uses total 1,540 acres which is 43.8% of all the land in the City. However, these two categories represent 79.8% of all residential land in the City. The other remaining land uses are summarized in **Table 1** as shown below. Housing development is also allowed in the Bayfront and Specific Plan Area.

**Table 1 – Land Use Designations<sup>7</sup>**

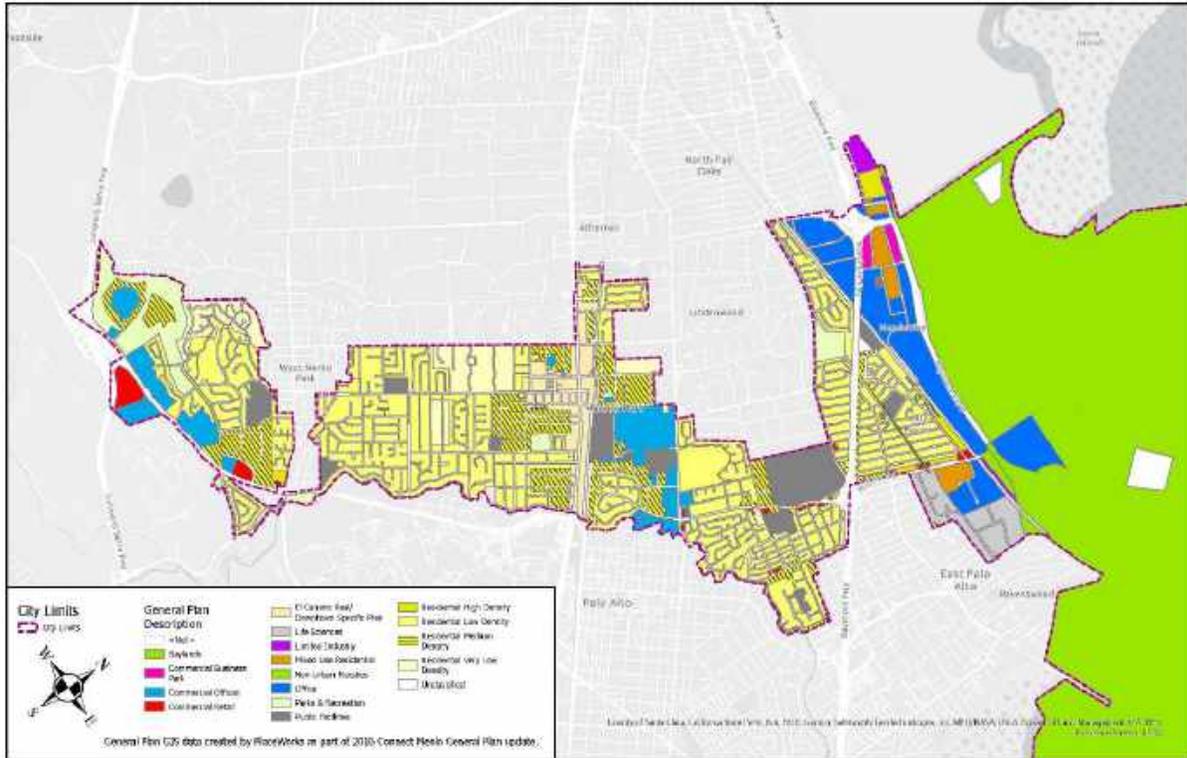
Land Designation	Use	Acres	Percentage of Land in City	Percentage of Land subject to Ballot Measure
Very Low Residential	Density	168	4.8%	<b>43.8%</b>
Low Residential	Density	1,372	39%	
Medium Residential	Density	355	10.1%	0%
High Residential	Density	35	1%	0%
Commercial		254	7.2%	0%
Bayfront		511	14.5%	0%
Specific Plan Area		122	3.5%	0%
Parks & Recreation		349	9.9%	0%
Public/Quasi-Public		231	6.6%	0%
Utilities/Railroad ROW		121	3.4%	0%
<b>TOTAL</b>		<b>3,517</b>	<b>100%</b>	<b>43.8%</b>

Nearly all of the 1,540 acres of Very Low and Low Density Residential lands are currently occupied by single-family housing built primarily over the past 95 years since the City's incorporation in 1927. However, 53 parcels consisting of 116 acres of land are occupied by other

<sup>7</sup> Menlo Park General Plan Land Use Element. Information adapted from Table 1. Page LU-13. November 19, 2016

uses including a fire station, religious facilities, and vacant sites as shown in **Table 4** later in this report. See **Figure 1** for a location map of all the land use designations identified in **Table 1**.

**Figure 1: General Plan Land Use Designations**



Additionally, capacity for new housing is also located within the ECR/Downtown Specific Plan area and within the Residential Mixed-Use zoned areas within the Bayfront Area that were created as part of the ConnectMenlo General Plan update adopted in 2016.

**Table 2** includes the corresponding zoning districts that implement the General Plan land uses affected by the Ballot Measure.

**Table 2 – Zoning Districts Affected by the Ballot Measure**

Land Use Designation	Corresponding Zoning Districts
Very Low Density Residential (max. 2.9 DU/ac)	Residential Estate (R-E)
	Residential Estate Suburban (R-E-S)
Low Density Residential (max. 8.9 DU/ac)	Single Family Suburban Residential (R-1-S)
	Single Family Suburban Residential (Felton Gables) (R-1-S (FG))
	Single Family Urban Residential (R-1-U)
	Single Family Urban Residential (Lorelei Manor) (R-1-U (LM))



Future land use decisions will be constrained by the Ballot Measure. Other cities with similar Measures experience very few if any attempted ballot measures to change land uses due to long timeframes, significant expense and uncertain outcomes. For example, the City of Saratoga's Measure G passed in March 1996 and required voter approval for any "intensification" of any residential or commercial land use designation. The City of Saratoga staff has confirmed that the City has not experienced any attempted Ballot Measures for land use changes from 1996 to 2022, a period of over 26 years.<sup>8</sup>

Notably, Saratoga's Measure G does have a provision that exempt changes to residential densities in order comply with State Housing Element law.<sup>9</sup>

As a practical matter, most developed single-family parcels occupied by single family homes are unlikely candidates for a significant land use change due to the high value of the existing houses,<sup>10</sup> multiple property owners over a given area and the planning and zoning framework in place that discourages intensification of existing single-family residential areas.

However, a new State law known as Senate Bill 9 (passed in 2021 and effective January 1, 2022) does allow for ministerial approval of lot splits and two-unit development including attached duplexes and additional detached houses on existing parcels with single-family land use designation and/or zoning.

New State laws also encourage creation of Accessory Dwelling Units (ADUs) by allowing for ministerial approval of both attached and detached ADUs of up to 1,000 square feet and an allowance for an interior Junior ADUs up to 500 square feet.

Additionally, SB 10 provides tools for cities to zone for up to ten homes per parcel on single family zoned parcels in transit rich areas, or urban infill sites. New State housing laws such as SB 9 and SB10 would not be affected by the Ballot Measure.

### Effects on Draft 2023 – 2031 Housing Element

As previously stated, passage of the Ballot Measure would result in the removal of the Former Flood School from the Draft Housing Element Opportunity Sites List. This 2.5-acre site is listed as Site No. 38 within the Draft Housing Element. The City Council directed, at their June 6, 2022 meeting, to allow for a base density of 20 dwelling units per acre with an allowance for State density bonus law of up to 80% which would result in a total maximum of 90 new dwelling units on the Flood School site. These density parameters would be consistent with the stated goal of the Ravenswood City School District to construct up to 90 affordable dwelling units for teachers and staff from the School District.

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<sup>8</sup> City of Saratoga. Communication with City Manager. July 9, 2022.

<sup>9</sup> City of Saratoga Land Use Element. Adopted June 6, 2007. Page 5. Also see Measure G here: [https://saratoga.granicus.com/MetaViewer.php?view\\_id=10&clip\\_id=731&meta\\_id=30811](https://saratoga.granicus.com/MetaViewer.php?view_id=10&clip_id=731&meta_id=30811). Pages 2, 5 and 6.

<sup>10</sup> Zillow. The typical home value of homes in Menlo Park is \$3,130,968. This value is seasonally adjusted and only includes the middle price tier of homes. Menlo Park home values have gone up 18.2% over the past year. Accessed on July 6, 2022, <https://www.zillow.com/menlo-park-ca/home-values/>.

The requirement to secure voter approval would not necessarily make the project impossible to achieve but it would create a significant barrier or constraint to development. As a result the Housing Element would not be able to utilize the site to show housing capacity under the City’s housing allocation for the 6<sup>th</sup> Cycle Housing Element as shown below in **Table 3**:

**Table 3 – City of Menlo Park Regional Housing Needs Allocation<sup>11</sup>**

<b>Income Category</b>	<b>Percentage of Area Median Income (AMI)</b>	<b>Number of Units Required</b>
Very Low	0% to 50%	<b>740</b>
Low	51% to 80%	<b>426</b>
Moderate	81% to 120%	<b>496</b>
Above Moderate	Over 120%	<b>1,284</b>
<b>TOTAL</b>		<b>2,946</b>

Adequate capacity for 2,946 new housing units must be demonstrated by the Housing Element for the 2023 – 2031 time period. Cities that cannot demonstrate meeting or exceeding their housing requirements during the eight-year planning period may risk not having their housing element certified by HCD. If HCD does not certify a city’s housing element within 180 days after the deadline for final submission of a housing element to HCD, a city will be required to complete all contemplated rezoning within one year of housing element due date instead of three years. Certain rezoning is required to be contemplated in a city’s housing element in order to ensure the city has appropriate zoning in place to meet its regional housing needs allocation.

In Menlo Park, as set forth above, the City must plan for and produce 2,946 housing units within the 6<sup>th</sup> Cycle housing element period (2023-2031.)

As a result of “credit” provided for housing projects within the existing development process or the “pipeline” as well as the permitting of expected ADUs during the 6<sup>th</sup> Cycle housing element period, Menlo Park’s adjusted or “net” housing units that is must produce is calculated to be 1,493 affordable units at the very ow, low and moderate income categories. The Draft Housing Element includes a combination of strategies that results in up to 4,000 new housing units. This number may be reduced as the Draft Housing Element goes through the public review and adoption process in late 2022 and early 2023.

Amongst these strategies is a rezoning of the Flood School site in the manner described above. As currently proposed in the City’s Draft Housing Element, the contemplated rezoning of the site would result in up to 90 very low, and moderate income housing units thereby contributing to the City’s requirement of 1,493 affordable units. The Draft Housing Element has an adjusted number

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<sup>11</sup> Association of Bay Area Governments. Final Regional Housing Needs Allocation (RHNA) Plan: San Francisco Bay Area, 2023-2031. Adopted December 2021, Updated March 2022. [https://abag.ca.gov/sites/default/files/documents/2022-04/Final\\_RHNA\\_Methodology\\_Report\\_2023-2031\\_March2022\\_Update.pdf](https://abag.ca.gov/sites/default/files/documents/2022-04/Final_RHNA_Methodology_Report_2023-2031_March2022_Update.pdf)

of 85 very low, and moderate income housing units that are subject to change upon submittal to HCD.

The other single-family residential zoned parcels currently within the Opportunity Sites list in the City's Draft Housing Element and would thus be subject to the Ballot Measure prohibition on City rezoning include:

- Site 40(c) R-1-S - 2650 Sand Hill Road – St. Bede's Episcopal Church
- Site 39(c) R-1-S - 2250 Avy Avenue – St. Denis Church

These two sites are owned and utilized by religious organizations. Inclusion in the Housing Element was predicated not on general plan and zoning changes but through possible utilization of new State laws AB 1851 (2020) and AB 2244 (2022) that allow religious facilities to build housing by reducing by up to 50% of existing or required new parking lots without having to replace the reduced parking. Both of these laws modify section 65913.6 of the California Government Code. The Ballot Measure would require voter approval for any housing proposal beyond these State law parameters or the existing single family zoning designations.

### Possible Effects On Future Housing Element Planning Efforts

Looking further out into the future over the next 10, 20 or 30 years, the Ballot Measure would generally direct all new housing into non-single-family areas including Downtown, along El Camino Real, properties zoned Residential Mixed-Use (R-MU) within the Bayfront area, and redevelopment of existing commercial retail, office and industrial lands. The Ballot Measure would incrementally reduce the ability of the city to meet future state housing requirements. This is due to the 53 identified developable sites that could not be considered for conversion, there is an increment of future, otherwise potentially viable housing sites that could not be considered.

## 4. Impacts on Public, Vacant Land, and Other Sites Owned by Nonprofit Institutions

The following topic is included at the direction of the City Council on June 28, 2022, and is not specifically identified by Election Code Section 9212.

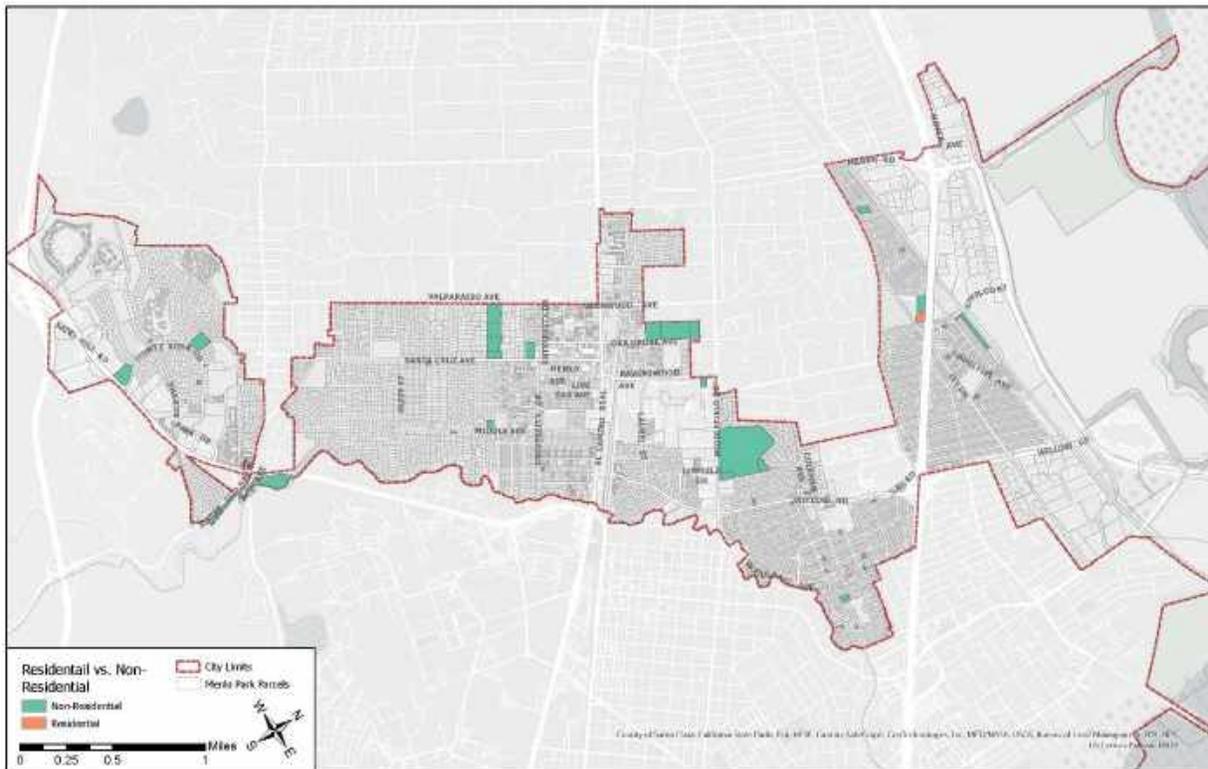
The Ballot Measure would affect properties that do not currently have single family homes located on them but are developed with a variety of other uses. These properties are affected differently based on their existing land uses currently on the property.

The following **Table 4** provides a summary of all the non-single-family properties that would be affected by the Ballot Measure including the number and acreage of the parcels of each type. The land uses are ranked top to bottom based on acreage. The non-single-family planned properties most affected in terms of acreage of land are the educational facility, religious facility, golf course, schools and vacant land categories. All of the residential categories combined equal 14.9 acres. Narrow, undevelopable parcels and single-family lots with two or less existing dwelling units were removed. A map of these sites is shown in **Figure 2** below and a complete list of sites is included as **Attachment B**.

**Table 4 – Summary of Non-Single-Family Properties Affected by the Ballot Measure**

Type of Land Use	Number of Parcels	Total Acres	Average Parcel Size (Acres)
Educational Facility	1	41.0	41.0
Religious Facilities	14	34.8	2.5
Schools	8	18.4	2.3
Golf Course	3	10.2	3.4
Vacant Land	7	3.7	0.5
Civic Facility	1	2.0	2.0
Water Company	2	1.3	.6
Residential: 5 or more units	1	1.6	1.6
Residential: Combo of Unit Types	4	.8	0.2
Residential: Duplex	4	.7	0.2
Residential: Fourplex	3	.7	0.2
Convalescent Homes	3	0.7	0.2
Highways & Streets	2	.2	.1
<b>TOTALS</b>	<b>53</b>	<b>116.1</b>	<b>4.2</b>

**Figure 2: Non-Single-Family Properties Affected by the Ballot Measure**



**Impact of the Ballot Measure on the Uses of Vacant Parcels of Land**

Based on an analysis of the City’s Geographic Information System (GIS) data there are 7 vacant parcels that would be affected by the Ballot Measure. These parcels are considered vacant in that there are no existing structures on the properties and would be affected by the Ballot Measure due to the existing single-family zoning. These parcels comprise 3.7 acres and are located throughout the City. These parcels range in size from 3,500 square feet to 1.9 acres. The average parcel size is approximately 0.5 acre. Similar to other redevelopment sites, the development potential of these sites in terms of higher density housing would be decreased as a result of the Ballot Measure.

**Religious and other Institutional Facilities**

There are several religious facilities or other institutional uses within the city that have a single-family General Plan and/or Zoning designation. Examples of these include St. Denis Church and Church of the Nativity. These facilities are permitted as a conditional use within the single-family zoned areas by both the existing General Plan policies and the zoning regulations. Furthermore, religious facilities can utilize recent State laws AB 1851 and AB 2244 to develop housing. Therefore, these sites would not be directly affected by the Ballot Measure.

However, if the organizations that own the land decided to sell the land, the new use would be limited to a continuation of the existing use, another conditionally allowed use (public utilities,

private schools, churches, child day care centers, and home occupations) or redevelopment under the single-family zoning regulations. Redevelopment of the site requiring a change of use, including, but not limited to, higher density housing, would not be permitted unless the General Plan and Zoning designation changes were approved by a city-wide vote.

#### Menlo Park Fire Station No. 1

The existing fire station located at 300 Middlefield Road is located on property with a Low-Density Residential land use designation and within a single-family zoning district. The Menlo Park Fire Protection District (MPFPD) has communicated to the City in the past that they plan on replacing the aging fire station with a new structure at some point in the future. The City has previously informed the MPFPD that the new fire station would require a rezone from single-family residential to Public Facilities (P-F).

The existing R-1-S zoning of 300 Middlefield Road allows for single-family dwellings, ADUs, accessory buildings and accessory structures as permitted uses, and public utilities, private schools and churches, childcare centers and home occupations as conditionally permitted uses. Fire stations are not an enumerated use in the R-1-S zoning district. A fire station, similar to other public uses and other facilities operated by other governmental agencies, is more consistent with the P-F (Public Facilities), which provides greater flexibility with respect to development standards than the R-1-S zoning district. The existing use and building are considered to be “legal, nonconforming”. Nonconforming uses and buildings are regulated by Chapter 16.80 of the Menlo Park Zoning Code. While the use is able to remain in its current operation, any future redevelopment or expansion of the building or intensification of the site would need to conform to the zoning district. Rezoning to P-F would allow for such modifications, but the rezoning would require voter approval to change from the current R-1-S zoning district.

The Ballot Measure would result in added time and costs for the fire district because of the requirement for a city-wide vote on the zoning change from R-1-S to P-F. The amount of added costs is unknown but would likely include marketing, advertising, public relations and public outreach events. Even with a well-financed Ballot campaign, there is no guarantee of approval of the project by the voters.

## **5. Impact on Open Space, Existing Business Districts, and Developed Areas Designated for Revitalization**

The city has no agricultural lands so the Ballot Measure would have no impact on this land use. To the extent that the Ballot Measure reduces or eliminates new, higher density forms of housing in or near existing single-family areas, this could put increasing pressure on the City to use open space lands for housing to meet future State housing requirements.

There is no direct impact on existing business districts from the Ballot Measure, however similar to open space, business properties may face a higher rate of conversion to mixed-use or residential only uses that could decrease the amount of available commercial space. Many downtowns suffer from a lack of modern retail or office space. Larger buildings may be converted to mixed use with smaller but more functional commercial spaces that attract new tenants.

This process of ongoing land use changes could also result in more customers and smaller but more modern and better functioning commercial space that could support the revitalization of

existing commercial areas. To the extent the Ballot Measure directs housing development Downtown, it could increase pedestrian traffic and improve the business climate.

## 6. Fiscal Impacts

### Near Term Fiscal Impacts/Impacts Associated with the Flood School Site

In the near term, the most tangible impact of the Ballot Measure that relates to fiscal impacts would be to prevent the City from rezoning the Flood School Site from R-1-U to a higher residential density zoning district to allow for multifamily residential development without voter approval. The Ravenswood City School District owns the property and received proposals from a number of developers for the site. The City has been informed by the School District that it is currently negotiating with a developer. The School District has publicly stated the site is intended to be used for affordable housing to serve District teachers and school staff. A formal development application has not yet been submitted by the School District to the City; as such, the City has no formal information on a development proposal.

Under current zoning and general plan policies, a rezoning would be required for the School District to develop the site at density greater than 8.9 DU/ac. The requirement for voter approval for the rezoning could prevent multifamily residential development from occurring on the site, due either to a lack of voter approval or a decision by the School District to not pursue development at the site because of the cost and uncertainty associated with getting voter approval. The School District has indicated that it is not interested in selling the site or transferring it to another governmental entity, and that it would likely be used for other District purposes if the District is not able to develop the site for multi-family housing. The District has cited a bus or van depot for District use as the most plausible alternative for the site.<sup>12</sup> The Ballot Measure may prohibit the School District from using the site for a bus or van depot without voter approval.

### Current Fiscal Impacts of the Flood School Site

In its current state, the Flood School Site has minimal impact on the City of Menlo Park General Fund. The site is owned by a public entity and therefore is not subject to property tax. The site is also vacant, and therefore does not generate any sales tax from activities on site or from worker or resident spending. The site also does not generate any other revenues that residents and workers tend to generate, such as charges for service, fines and forfeitures, or utility user taxes. Furthermore, there are no residents or workers on the site to generate a demand for City services and therefore little to no City service cost associated with the site.

### Potential Fiscal Impacts of the Flood School Site if Developed as Multifamily Housing

If the Flood School Site were to be developed as higher density affordable housing, as would be possible in the absence of the Ballot Measure, the development would likely have a net negative fiscal impact on the City of Menlo Park General Fund. This is consistent with findings from several

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<sup>12</sup> City of Menlo Park website. Questions and responses summary from May 3, 2022, Flood School Site community meeting (Issue date: July 1, 2022). Accessed on July 7, 2022, <https://beta.menlopark.org/files/sharedassets/public/community-development/documents/flood-school-site-community-meeting-questions-and-responses-summary.pdf>.

recent fiscal impact analyses that were prepared for planned and proposed residential development projects in the Menlo Park, including the 111 Independence Drive, Menlo Uptown, Menlo Portal, and Menlo Flats projects, all of which were either residential projects or mixed-use projects with a residential component.<sup>13</sup>

Fiscal impact analyses demonstrate that each of these projects is projected to have a negative net fiscal impact on the Menlo Park General Fund.

While the specifics of any future residential development at the Flood School Site are unknown, it is possible that a future development on the site would qualify for a property tax exemption as a 100% affordable housing development. A property tax exemption would lead to a larger negative fiscal impact from redevelopment of the site than would be typical of residential development that is not exempt from property tax, as the exemption would prevent the collection of property tax revenue to partially offset the cost of providing services to new residents.

Separate from the direct fiscal impacts associated with any future residential development on the Flood School Site, an affordable housing development on the site could have indirect positive fiscal impacts for the City of Menlo Park by providing workforce housing. To the extent that the site provides housing for the local workforce, it could help to support the attraction and retention of employers in Menlo Park that have an overall positive fiscal impact. Local employers may have a positive impact on the City's General Fund by generating revenue from property tax, retail or business-to-business sales tax, transient occupancy (i.e., hotel room) tax, utility user tax, and other sources.

In addition, workers tend to create a lower level of demand for City services compared to residents, resulting in lower municipal service costs compared to residential development. Furthermore, if the site provides housing for local teachers and/or school staff it could assist with School District employee attraction and retention, which could have a positive impact on school quality. Improvements in school quality tend to lead to increased property values, which would generate additional property tax revenue to the City of Menlo Park as residential properties in districts with improved school quality are sold over time.

#### Potential Fiscal Impacts of the Ballot Measure Associated with the Former Flood School Site

If the Ballot Measure prevents the development of multifamily housing on the former Flood School site, one of two potential scenarios could occur:

- **Scenario A:** The affordable units that would have been developed on the Flood School site shift to other sites within Menlo Park. In this case, the fiscal impacts associated with these units would be similar to the fiscal impacts if the units were developed on the former Flood School site.
- **Scenario B:** The affordable units that would have been developed on the former Flood School site do not shift to other sites within Menlo Park, and fewer affordable units are developed in Menlo Park. If the Ballot Measure results in a decrease in the overall number of affordable units in Menlo Park, this would prevent the fiscal impacts associated with developing the site for multifamily housing.

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<sup>13</sup> City of Menlo Park website. Community Development Department, Approved Projects. Accessed July 19, 2022, <https://beta.menlopark.org/Government/Departments/Community-Development/Projects/Approved-projects>.



- As described above, affordable housing on the Flood School Site would likely have a negative net fiscal impact from the housing itself. This negative fiscal impact could be fully or partially offset by indirect positive fiscal impacts from non-residential uses that are supported by the availability of workforce housing and/or increases in property tax revenues resulting from improved School District worker retention and resulting improvements in school quality.
- In this scenario, the overall net fiscal impact of preventing the development of multifamily housing at the Flood School Site could be either positive or negative compared to a scenario in which multifamily housing is developed on the site. The net impact would depend on whether indirect positive fiscal impacts outweigh the negative direct fiscal impacts of the units.

### **Medium- and Long-Term Fiscal Impacts of the Ballot Measure on all Affected Sites**

Over the medium and long term, the Ballot Measure could prevent the City from rezoning single-family sites to allow for higher-density residential use or non-residential uses. Most sites that are zoned for single-family residential are currently developed with detached single-family homes and would be unlikely to be rezoned and redeveloped regardless of the outcome of the Ballot Measure. However, there are some sites in Menlo Park with single-family zoning that are vacant, developed with multifamily uses, or developed with non-residential uses, which could be opportunity sites for multifamily development or non-residential development in the future.

If the Ballot Measure passes, it would likely reduce development opportunities for these sites, either because of a lack of voter approval or because the property owners would be deterred from pursuing development due to the expense and uncertainty of going through the voter approval process.

#### **Potential Fiscal Impacts from Limiting Rezoning of Single-Family Sites to Allow Multifamily Uses**

As stated above, the Ballot Measure would potentially limit new multifamily development in single-family residential areas but would likely have a limited impact on the overall number of housing units that can be built in Menlo Park because the City will need to rezone other areas to enable multifamily development as necessary to meet RHNA requirements under State law. Therefore, passage of the Ballot Measure would likely limit the number of new multifamily units that could be built on certain single-family zoned sites, but would have little to no effect on the overall number of multifamily units that could be built in Menlo Park over the long term.

The fiscal impacts that new multifamily units will have on the City of Menlo Park's General Fund will likely be relatively similar regardless of the specific location within Menlo Park where the units are built. Future development in Menlo Park will consist largely of infill projects in areas that are already served by infrastructure and City services. As a result, the cost to provide City services to new residents can be anticipated to increase approximately in proportion with increases in the number of persons served citywide, with minimal variation based on the specific location in Menlo Park where new housing is built. New 100 percent affordable developments are generally exempt from property tax, and therefore do not generate property tax revenue for the City of Menlo Park regardless of their location in the City. For new multifamily residential developments that are subject to property tax, the City's General Fund revenues could vary somewhat based the tax rate area (TRA) where new housing is built because the City's share of property tax revenue

differs between tax rate areas. However, this variation is generally small compared to the overall fiscal impact associated with new residential development.

The fiscal impacts to the City could also vary on a site-specific basis depending on the current use of specific properties where new housing would be built. For example, a new market-rate development on a site that currently has a very low assessed value would generate a larger increase in property tax revenue compared to a similar development on a site that currently has a higher assessed value. These site-specific differences are difficult to predict given the range of potential outcomes from the Ballot Measure. However, these differences are likely to be small in relation to the overall fiscal impact associated with new multifamily residential development, and are unlikely to affect whether the overall impact is positive or negative.

#### Potential Fiscal Impacts from Limiting Rezoning of Single-Family Sites to allow Non-Residential Uses

To the extent that the Ballot Measure prevents rezoning of single-family sites to another zoning district to allow non-residential uses, this action could have a positive, negative, or neutral fiscal impact on the City of Menlo Park. While many non-residential uses generate a positive fiscal impact for the City of Menlo Park, others have a negative or neutral impact. The overall fiscal impact to the City would depend on the specific mix of non-residential uses that would be prevented as a result of the Ballot Measure.

## 7. Impact on Funding for Infrastructure of all Types

The impact that the Ballot Measure would have on infrastructure funding, costs, and savings will depend largely on the extent to which the Ballot Measure affects the amount of new development (including both residential and non-residential development) in Menlo Park, compared to a scenario in which the Ballot Measure does not pass. Future development opportunities in Menlo Park will consist largely of infill development projects on sites that are served by existing transportation, schools, parks, open space, and utilities, whether on single-family sites or elsewhere in the City. As discussed above, passage of the Ballot Measure could reduce the amount of future development of multifamily projects on sites that currently have the single-family zoning designation. However, any impact would likely be small because the City will continue to be required to identify sites for multifamily residential development in order to meet its 6<sup>th</sup> cycle Housing Element RHNA requirements, no net loss requirements during the 6<sup>th</sup> cycle, and RHNA requirements in future Housing Element cycles. Rather, the Ballot initiative would likely shift a greater proportion of the future development of multifamily residential units to areas that are not currently zoned single-family.

There are no similar statutory requirements that the City identify sites for non-residential development, and therefore the Ballot Measure could reduce the overall quantity of future non-residential development that could occur in Menlo Park. In part, this is because any potential future rezonings of single-family sites to allow non-residential uses would require voter approval. In addition, the Ballot Measure would limit rezoning of single-family sites to allow multifamily uses, which could increase pressure to rezone other non-residential sites in Menlo Park to allow multifamily development in order to meet RHNA requirements. This could result in sites that might otherwise be developed as nonresidential uses instead being developed for residential use,

thereby limiting the number of sites available for new nonresidential development. In this case, the Ballot Measure would decrease the amount of new nonresidential development in Menlo Park.

## Transportation

The impact that the Ballot Measure would have on roads and transportation infrastructure would depend in part on whether the Ballot Measure leads to an overall decrease in development in Menlo Park compared to a scenario in which the Ballot Measure does not pass. While the Ballot Measure is unlikely to have a significant impact on the amount of residential development in the Menlo Park, it may lead to a decrease in the amount of future nonresidential development in the City, as discussed above.

The City of Menlo Park has a transportation impact fee to finance roadway and transportation infrastructure improvements. This fee is subject to the California Mitigation Fee Act, and as such can only be used to cover the cost of the infrastructure needs that result due to new development. Therefore, any impact of the Ballot Measure on the collection of fees from this source would be accompanied by a commensurate impact on the cost of necessary transportation improvements.

In addition to impact fees, the City funds street, sidewalk, and transportation improvements using funds from the State of California, parking permit sales, special gas tax levies, countywide sales tax levies, and grants. Developers may also construct on-site or off-site transportation improvements as a requirement for new development. Passage of the Ballot Measure is unlikely to have a significant impact on these funding sources. However, some of the funds available from these sources are contingent on a local jurisdiction having a compliant housing element. If the Ballot Measure were to impede the City's ability to have a compliant housing element this could reduce the funding available for transportation infrastructure improvements.

## Parks and Open Space

Since the Ballot Measure is unlikely to have a significant impact on the amount of residential development in Menlo Park over the long term on a citywide basis, it is not likely to have a significant impact on costs or funding for parks and open space. In contrast to transportation infrastructure, parks and open space tend to be used more intensively by people that live nearby, with comparatively little impact from people that work nearby. Because the Ballot Measure would be unlikely to have a significant impact on the number of residential units built in Menlo Park, it would also be unlikely to have a significant impact on costs and funding for parks and open space. While there may be some slight differences in park usage depending on where new residential development occurs in the City, these differences would be difficult to predict based on what is currently known about the impacts that the Ballot Measure might have on the location of new housing in Menlo Park, and these differences are likely to have a minimal impact on overall costs.

## Stormwater

The Ballot Measure is unlikely to have a significant impact on stormwater infrastructure funding or costs. The City of Menlo Park assesses a storm drainage fee on new development at a rate of \$150 per residential unit or \$0.24 per square foot of impervious site square footage. However, this fee only applies to developments that result in a net increase in impervious site square

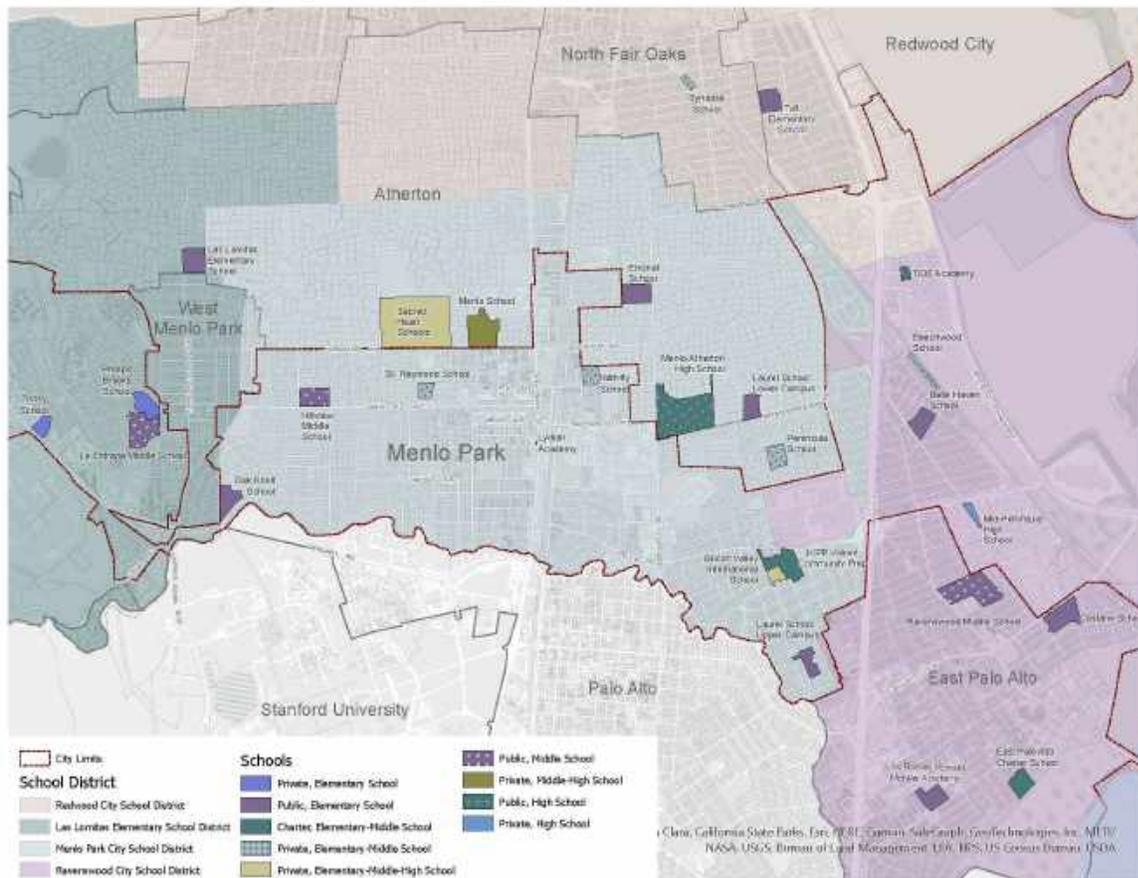
footage. Many new developments in Menlo Park result in a decrease in impervious site square footage, reducing impacts on the City's stormwater system, and therefore are not required to pay the fee. As discussed above, the Ballot Measure is unlikely to significantly impact the amount of future residential development in Menlo Park due to the City's RHNA obligations, but may reduce nonresidential development because nonresidential land could be converted to residential use due to constraints on single-family properties. Nevertheless, any impacts of the Ballot Measure on costs or funding for the City's stormwater system are likely to be small.

In addition to any impact fees, improvements to the City's stormwater system are funded through the General Fund, which could be impacted by the Ballot Measure as described in the fiscal impact section of this report. Other potential funding sources include grants and developing benefit assessment districts. However, the specific impacts that the Ballot Measure could have on any potential future benefit assessment districts are currently uncertain.

### Impacts of the Ballot Measure on Public School Facilities

Elementary and middle school students living in Menlo Park attend one of four school districts, all of which serve children in kindergarten through eighth grade: Menlo Park City School District, Las Lomas Elementary School District, Ravenswood City School District, or Redwood City School District as shown on **Figure 3**. The impact that the Ballot Measure would have on each of these districts would depend on the extent to which passage of the Ballot Measure would change the amount of new development that would occur in each district. The Sequoia Union High School District serves high school students throughout Menlo Park.

**Figure 3: Menlo Park Area School Districts and Facility Sites**



The Ballot Measure could affect the need for school facilities to the extent that it could affect the number of housing units in each of the school districts that serve Menlo Park, with an associated impact on the number of elementary, middle, and high school students living in each district.

Recent enrollment growth has created capacity constraints in the Sequoia Union High School District and the Menlo Park City School District. Both of these districts have recently developed new school facilities to accommodate student enrollment growth. A new high school, TIDE Academy, opened in August 2019 with capacity for approximately 400 students. One other high school in the Sequoia Union High School District, Menlo-Atherton High School, currently serves students residing in Menlo Park and was over capacity as of the 2020-2021 school year. The Menlo Park City School District constructed the new Laurel School Upper Campus to provide increased enrollment capacity in 2016 and previously expanded facilities and increased capacity at Hillview Middle School in 2012. Despite the construction of these new school facilities, the District has indicated that all of its schools are currently at or near maximum programmatic capacity. The Menlo Park City School District anticipates it will be challenging to accommodate the students that could be added to the District through implementation of the City’s 2023-2031 HEU. None of the other elementary school districts in Menlo Park currently face capacity constraints.

#### Potential Near-Term School Facility Cost Impacts.

In the near term, the most significant impact of the Ballot Measure as it relates to school facilities would be that it would likely prevent the development of higher density housing on the former Flood School site, and result in lower student enrollment for the Ravenswood City School District. Compared to a scenario in which the Ballot Measure does not pass, this could reduce the number of students living in the Ravenswood City School District due to the loss of potential residential units at that site. This could shift at least some of these residential units and students to other sites, and potentially other elementary school districts, within the City.

If the Ballot Measure prevents development of multifamily residential units at the former Flood School site, this would likely lead to less enrollment in the Ravenswood City School District because the site would not have as many residential units that could house families of students. This impact would not affect the District's need for school facilities, as the District has existing capacity regardless of whether residential units are built at the former Flood School site.

If the reduction of residential units at the former Flood School site results in a shifting of those units to other sites within Menlo Park, this could impact the need for facilities in other elementary school districts that serve the City. Preventing the development of residential units at the former Flood School site could create additional demand for multifamily residential development on sites elsewhere in Menlo Park where voter approval would not be required. The Menlo Park City School District covers a substantial portion of Menlo Park and therefore might absorb at least some of any shift in demand for multifamily residential development. Because the Menlo Park City School District is currently facing capacity constraints, this could exacerbate the need for new or expanded school facilities in the School District.

Preventing the redevelopment of the former Flood School site could potentially reduce the need for new or expanded school facilities within the Sequoia Union High School District. If preventing the redevelopment of the site leads to a reduction in residential units in Menlo Park overall, this would reduce the number of students in the Sequoia Union High School District, thereby reducing any impact on the District's facilities. If demand for these units was instead shifted to other sites within Menlo Park, high school students living in those units would attend the Sequoia Union High School District regardless of the location of new residential units within the City.

#### Potential Near-Term School Facility Funding Impacts.

All of the school districts in Menlo Park levy school impact fees on new development projects to fund the construction or reconstruction of school facilities. Under State law, the maximum school impact fee is \$4.08 per square foot for residential development and \$0.66 per square foot for non-residential development. Sequoia Union High School District collects these fees for all of the elementary feeder school district's within SUHSD's boundaries. Under the existing fee sharing agreement, elementary schools can collect up to 60% of the maximum fees if the school district provides a justification study. **Table 6** below shows the current school impact fee schedule for each of the elementary school districts in Menlo Park.

**Table 6 – Current School Impacts Fees by Elementary School District (ESD)**

	Rate (\$/sf)	ESD Share (\$/sf)	SUHSD Share (\$/sf)
<b>Las Lomitas</b>			
Residential	\$4.08	\$2.016	\$2.064
Commercial	\$0.66	\$0.324	\$0.336
<b>Menlo Park City</b>			
Residential	\$4.08	\$2.274	\$1.806
Commercial	\$0.66	\$0.366	\$0.294
<b>Ravenswood</b>			
Residential	\$4.08	\$1.780	\$2.300
Commercial	\$0.66	\$0.282	\$0.378
<b>Redwood City</b>			
Residential	\$4.08	\$2.274	\$1.806
Commercial	\$0.66	\$0.366	\$0.294

Impact fees are often insufficient to construct new or expanded school facilities to accommodate increases in enrollment. School Districts typically depend on voter-approved local bonds to construct new or expanded school facilities.

If the Ballot Measure were to prevent the construction of multifamily units at the former Flood School site, this would mean that the Ravenswood City and Sequoia Union High School Districts would not collect impact fees from the development of the site. If these units were not developed elsewhere in Menlo Park, this would lead to an overall reduction in impact fee revenues for both districts. However, because there would be no housing on the site, there would also be no need for impact fee revenue to address facility needs associated with an increase in student enrollment.

If these units were developed elsewhere in Menlo Park, the Sequoia Union High School District would collect approximately the same amount of impact fee revenue compared to a scenario in which multifamily residential units are developed on the former Flood School site. However, because the Sequoia Union High School District gets a differing share of the impact fee revenue depending on the elementary and middle school district where new development occurs, there

would be some slight variation in the High School District's funding for new facilities depending on the location of new development. The effect on impact fee revenue for the other districts would depend on which districts would receive more residential units, if any.

#### Potential Medium to Long Term Impacts on School Facilities and Costs.

The medium to long term impact that the Ballot Measure could have on school facility costs and funding is currently uncertain. As noted elsewhere in this report, the Ballot Measure is unlikely to have a significant impact on the amount of future residential development in Menlo Park because the City will be required to plan to accommodate residential growth to meet its Housing Element requirements under State law. However, the Ballot Measure would likely impact the location of new residential development in Menlo Park, which could impact the distribution of students between elementary and middle school districts in Menlo Park and the impact fee revenue generated by future residential development in each district. The impacts that the Ballot Measure would have on each specific elementary and middle school district in Menlo Park would depend on how the Ballot Measure would influence the distribution of residential development between school districts over time, which is currently unknown. The Ballot Measure would be unlikely to have a significant impact on the Sequoia Union High School District in terms of facility impacts or impact fees from residential development because it serves the entire City.

However, school districts in Menlo Park could experience a decrease in impact fee revenue from non-residential development due to the Ballot Measure, compared to a scenario in which the ballot measure does not pass. As discussed above, the Ballot Measure could essentially require the City to increasingly incentivize residential development on sites where voter approval would not be required, possibly prioritizing the development of residential units over nonresidential development to a greater extent than would be required in the absence of the Ballot Measure. Compared to a scenario in which the Ballot Measure does not pass, this would reduce impact fee revenue from nonresidential development and could have little to no effect on the impact fee revenue collected from, or the number of students generated by, residential development. The result in this case would be an overall decrease in the amount of impact fee revenue (i.e., the cumulative total from both residential and nonresidential development) collected for each new student.

## 8. Impact on the Community's Ability to Attract and Retain Business and Employment

The Ballot Measure could impact Menlo Park's ability to attract and retain businesses due to potential impacts on the availability of housing for the local workforce as well as potential impacts on the availability of sites for nonresidential development.

#### Potential Workforce Housing Impacts

The Ravenswood City School District, has expressed interest in using the former Flood School site for the development of affordable multifamily housing for teachers and District staff, which would likely be prevented if the Ballot Measure passes as described above. In May 2022, the District conducted a survey of teachers and staff and found that 43 percent of respondents were



considering leaving the District because of the cost of housing or the length of their commute, while over 60 percent responded that housing would make them much more likely to stay with the District.<sup>14</sup> By potentially impacting the District's ability to use the former Flood School Site for multifamily housing, the Ballot Measure could impact the District's worker attraction and retention efforts.

In addition to potential impacts on the Ravenswood City School District, the Ballot Measure could impact the availability of workforce housing citywide. If District staff were able to live in a future housing development on the former Flood School site, this could reduce the extent to which District staff rely on other affordable units in Menlo Park, such as affordable units built pursuant to the City's inclusionary ordinance or units owned and operated by nonprofit affordable housing developers, making affordable units elsewhere available for other members of the City's workforce. In addition, a potential project at the former Flood School site would likely provide a preference for District teachers and staff but would be available to others, including other members of the City's workforce, if not fully occupied by District employees.

Moreover, the Ballot Measure could prevent other single-family sites from being rezoned in the future to allow multifamily housing that could house local workers. Although most sites that are zoned single-family are currently developed with detached single-family homes and would be unlikely to be rezoned and redeveloped regardless of the outcome of the Ballot Measure, there are some sites in Menlo Park with single-family zoning that are vacant or developed with multifamily or nonresidential uses that could be opportunity sites for multifamily development in the future. Due to the high cost of housing in Menlo Park, the Ballot Measure could make it more difficult for local employers to attract and retain workers by impeding the development of higher density housing, especially affordable housing.

### **Potential Impacts on the Availability of Sites for Nonresidential Development**

If the Ballot Measure passes, it would reduce the likelihood that single-family sites would be rezoned to allow nonresidential uses in the future, either because of a lack of voter approval or because the property owners would be deterred from pursuing development due to the expense and uncertainty of going through the voter approval process. As noted above, most sites that are zoned single-family are currently improved with single-family homes and would be unlikely to be rezoned and redeveloped regardless of the outcome of the Ballot Measure due to the high cost of acquiring single-family homes in Menlo Park and challenges associated with assembling individual single-family parcels for redevelopment. However, some sites in Menlo Park with a single-family zoning are vacant or developed with multifamily or nonresidential uses such as the Menlo Park Fire Protection Station No. 1 located at 300 Middlefield Road, the City's Seminary Oaks Park, and St. Patrick's Seminary. The Ballot Measure could prevent these sites from being rezoned to align with their uses without voter approval and potentially deter or delay facility improvements or redevelopment of a site with similar uses. The Ballot Measure would likely impede rezoning of these sites to allow nonresidential uses, at least in some instances, which

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<sup>14</sup> City of Menlo Park website. Questions and responses summary from May 3, 2022, Flood School Site community meeting (Issue date: July 1, 2022). Accessed on July 7, 2022, <https://beta.menlopark.org/files/sharedassets/public/community-development/documents/flood-school-site-community-meeting-questions-and-responses-summary.pdf>.

could limit the number of sites available in Menlo Park for attracting new businesses and employment.

Effects on nonresidential rezonings could also impact existing employers in Menlo Park. Some nonresidential uses that are currently located on single-family sites may become obsolete over time and will require a rezone to undertake needed facilities improvements. If the Ballot Measure prevents rezoning of these properties, it could cause existing local employers to leave Menlo Park to secure more appropriate facilities.

## 9. Impact on Racial and Economic Equity

The following topic is included at the direction of the City Council on June 28, 2022, and is not specifically identified by Election Code Section 9212.

### Background

Government policies, exclusionary tactics, and disparate treatment have long been key components of the housing system which encouraged spatial inequality based on race. For decades, systematic redlining, restrictive covenants in private land sales, and residential segregation restricted many groups, particularly communities of color, from accessing opportunity and meaningful fair housing choice.

To address this, Congress established the Fair Housing Act in 1968 to prohibit discrimination in the sale, rental, and financing of housing based on race, religion, and national origin. Over time the law expanded its protections to include discrimination based on sex, disability, and familial status. The law also introduced the need to go beyond just prohibiting discrimination to instead creating real housing choice by affirmatively furthering fair housing.

However, while federal mandates prohibited overt forms of housing discrimination, residential segregation has remained through the use of more subtle, discriminatory methods that reinforce patterns of segregation that persist in California today. AB 686 introduces strong State policy to ameliorate this issue.

Assembly Bill 686 (2018) Housing Discrimination: Affirmatively Further Fair Housing is a bill which amended the government code relating to housing, so that it is in compliance with the federal Fair Housing Act.

AB 686 creates new requirements for all State and local agencies (including, but not limited to, all cities, counties, cities and counties, and housing authorities) to ensure that their laws, programs and activities affirmatively further fair housing, and that they take no action inconsistent with this obligation.

When housing choice and access are limited because of someone's race, sexual orientation, or disability status, there are far-reaching impacts on access to job opportunity, access to quality education, and on mental and physical health. As indicated by the California's Department of Housing and Community Development (HCD):

*“Past and present discriminatory policies and practices, including long-term disinvestment, have resulted in neighborhoods with concentrated poverty and poor housing stock, limited access to opportunity, unsafe environmental conditions, underfunded schools, dilapidated infrastructure, and other disproportionately experienced problems. In addition, governmental policies have subsidized the development of segregated, high-resourced suburbs in metropolitan areas by constructing new highway systems—often through lower income communities of color— to ensure access to job opportunities in urban centers.”<sup>15</sup>*

AFFH seeks to combat housing discrimination, eliminate racial bias, undo historic patterns of segregation, and lift barriers that restrict access in order to foster inclusive communities and achieve racial equity, fair housing choice, and opportunity for all Californians.

Unfortunately, there is a long history of planning and zoning in the United States being used as an enforcement mechanism for residential segregation based primarily on race as well as incomes. Land use planning and the implementation of zoning from the early part of the 20<sup>th</sup> century has had a specific aim to exclude Black people from most areas of many cities and counties. As noted by Richard Rothstein in the: *Color of Law*:

*“To prevent lower-income African Americans from living in neighborhoods where middle-class whites resided, local and federal officials began in the 1910s to promote zoning ordinances to reserve middle-class neighborhoods for single-family homes that lower-income families of all races could not afford.”<sup>16</sup>*

Specifically considering the Menlo Park history, local segregation and creation of isolated pockets of communities of color have been perpetuated as documented by the local community group, MenloTogether:

*“In the mid 20th century Black families were barred from buying homes in Menlo Park and other white suburbs through racial covenants that restricted the purchase of homes by people of color. Redlining also restricted who could secure home loans. Later, real estate agents used discriminatory real estate tactics like “block-busting” to scare white residents into selling their homes at a discount. Meanwhile, Black people in San Francisco and Oakland were encouraged to move in so that real estate agents could make a profit from buying at panic sales prices from white families and selling at inflated prices to Black families. With the economic boom since 2009, many Belle Haven families have been displaced by newcomers more equipped to pay rising market prices and rents.”<sup>17</sup>*

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<sup>15</sup> California Department of Housing and Community Development. Affirmatively Furthering Fair Housing: Guidance for All Public Entities and for Housing Elements. April 2021 update. Page 5, [https://www.hcd.ca.gov/community-development/affh/docs/affh\\_document\\_final\\_4-27-2021.pdf#page=7](https://www.hcd.ca.gov/community-development/affh/docs/affh_document_final_4-27-2021.pdf#page=7).

<sup>16</sup> Rothstein, Richard. *The Color of Law: A Forgotten History of How Our Government Segregated America*. Liveright Publishing Corporation, 2018. Page 48.

<sup>17</sup> Menlo Together website. The Color of Law, Menlo Park Edition: The Local History of Housing Segregation. Accessed on July 12, 2022, <https://www.menlotgether.org/2019/11/27/the-color-of-law-menlo-park-edition-overcoming-systemic-segregation/>.

A continuation of disparate treatment of different areas based on racial and economic factors is evidenced in this background text from the City’s current Land Use Element adopted in 2016:

*“FOCUS AREAS: The City Council identified the area generally between US 101 and the Bay adjoining the Belle Haven Neighborhood, where the transition from traditional industrial uses was well underway, as the primary location for potential change in the city over the coming decades.”<sup>18</sup>*

The land use decisions around the 2016 ConnectMenlo effort were not necessarily explicitly based on racial and economic biases. However, the planning of large new development capacity nearest to the existing community with the least amount of political influence and means of effecting municipal decision-making results in inequity that has been acknowledged by members of the public and public officials during the current public process for the 6<sup>th</sup> Cycle Housing Element update.<sup>19</sup>

Nearly all new development was planned for this one area of the city where the only nearby single-family neighborhood is the predominately lower-income and community of color of Belle Haven. Within the Bayfront Area, consisting of 14.5% of the land area of the City, the General Plan made the following allowance for new development:

- New commercial development of 2.3 million square feet in addition to 1.8 million square feet from the prior General Plan (4.1 million square feet total).
- New residential development up to 4,500 new homes were planned in addition to 1,000 homes previously planned for (5,500 new homes total).
- New hotel rooms up to 400.<sup>20</sup>

This amount of new growth is an order of magnitude greater than the development planned throughout the remainder of the city comprising over 85% of all the land available for development. For example, the Downtown/ECR Specific Plan covers 3.5% of the City, and is the only area with a specific plan calling for coordinated growth. As the remainder of the city is nearly “built-out” under the existing General Plan, the Specific Plan area serves nearly all new planned development capacity for the remainder of the city. The plan has the following growth “caps”:

- New commercial development of 330,000 square feet.
- New residential development up to 680 new homes were planned.
- New hotel rooms up to 380<sup>21</sup>

The single-family districts are predominantly white, with the exception of the Belle Haven neighborhood in Council District 1. The Ballot Measure would effectively prohibit new affordable housing units in single-family areas. Affordable units will then have to be located elsewhere in the City including in the Bayfront area near Belle Haven which has the most capacity for affordable units because of higher existing densities. The Ballot Measure can then be seen to continue the

<sup>18</sup> *Menlo Park Land Use Element*. Adopted November 29, 2016. Page I-7.

<sup>19</sup> City of Menlo Park. 6<sup>th</sup> Cycle Housing Element: 2023-2031. Public Review Draft. Published May 11, 2022. <https://beta.menlopark.org/files/sharedassets/public/community-development/documents/housing-element-annual-progress-reports/2023-2031-menlo-park-housing-element-public-review-draft.pdf>

<sup>20</sup> *Menlo Park Land Use Element*. Adopted November 29, 2016. Page LU-11.

<sup>21</sup> *Menlo Park El Camino Real/Downtown Specific Plan*. Adopted July 12, 2012. Pages A4 and C20.

same cycle of putting the highest densities and most affordable units in the area of the community that is predominately lower income, marginalized, and communities of color.<sup>22</sup>

To the extent that the Ballot Measure discourages, delays and/or prevents affordable housing to be provided in or near existing single-family areas throughout the entire city, it will function as a continuation of this historic use of strict land use controls to perpetuate unequal and unfair governmental aims by enforcing and “locking in” residential racial and economic segregation.

#### Impact of the Former Flood School Site on Affirmatively Furthering Fair Housing

Development of affordable housing at the former Flood School site, as envisioned by the Ravenswood City Elementary School District, would help to affirmatively further fair housing in Menlo Park. HCD and the State Tax Credit Allocation Committee (TCAC) convened an independent group of organizations and research institutions under the umbrella of the California Fair Housing Task Force, which produces an annual set of Opportunity Maps. The maps identify areas within every region of the state “whose characteristics have been shown by research to support positive economic, educational, and health outcomes for low-income families – particularly long-term outcomes for children”<sup>23</sup>TCAC and HCD created these “Opportunity Maps,” using reliable and publicly available data sources to derive 21 indicators to calculate Opportunity Index scores for Census tracts in each region of California. The TCAC/HCD Opportunity Map categorizes Census tracts into the following five groups based on the Opportunity Index scores:

- Highest Resource
- High Resource
- Moderate Resource/Moderate Resource (Rapidly Changing)
- Low Resource
- High Segregation & Poverty

Before an area receives an Opportunity Index score, some Census tracts are filtered into the High Segregation & Poverty category. The filter identifies Census tracts where at least 30 percent of population is below the federal poverty line and there is a disproportionate share of households of color. After filtering out High Segregation and Poverty areas, the TCAC/HCD Opportunity Map allocates the 20 percent of tracts in each region with the highest relative Opportunity Index scores to the Highest Resource designation and the next 20 percent to the High Resource designation. The remaining non-filtered tracts are then evenly divided into Low Resource and Moderate Resource categories.

As illustrated in **Figure 4**, the former Flood School site is located in a high resource area, with high access to opportunity for residents that live there. Furthermore, the site is located in one of the highest-income Census Block Groups in the City, with an estimated median annual household income over \$175,000 as of 2019, as shown in **Figure 5**. **Figure 6** shows that the site is located in one of the areas of Menlo Park with the lowest proportions of households with incomes below the federal poverty level. As shown in **Figure 7**, the site is also located outside of the areas of

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<sup>22</sup> ABAG/MTC Housing Needs Data Report: Menlo Park, April 2021; U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019)

<sup>23</sup> California Fair Housing Task Force. December 2020. *Methodology for the 2021 TCAC/HCD Opportunity Map*. Available at: <https://www.treasurer.ca.gov/ctcac/opportunity/2021-hcd-methodology.pdf>

Menlo Park that have the most significant existing concentrations of non-White residents, though it has a relatively racially and ethnically diverse population.

Due to these factors, developing affordable housing on the former Flood School site would help to improve access to opportunity for lower-income households by providing affordable housing in a high-resource area. Affordable housing on the site would also help to overcome existing patterns of economic and racial ethnic segregation by providing affordable housing in an area of Menlo Park where lower-income households and non-White residents are currently underrepresented. By preventing or delaying the construction of affordable housing on the former Flood School site, passage of the Ballot Measure would have a negative impact on racial and economic equity and affirmatively furthering fair housing.

#### Impact of Other Single-Family Sites on Affirmatively Furthering Fair Housing

In addition to impacting the former Flood School Site, the Ballot Measure would impact the likelihood of future development on other single-family sites throughout Menlo Park in a manner that could have a negative impact on racial and economic equity and affirmatively furthering fair housing. While most sites that are zoned single-family are currently developed with detached single-family homes and would be unlikely to be rezoned and redeveloped regardless of the outcome of the Ballot Measure, there are some sites in Menlo Park with a single-family zoning that are vacant or developed with multifamily and non-residential uses that could be opportunity sites for multifamily development in the future.

As shown in **Table 7** below, single-family sites that are not developed with detached single-family homes and could be potential future sites for multifamily development are concentrated in areas of Menlo Park with high access to opportunity, existing high-income populations, and higher proportions of White residents. These sites are comprised of 53 parcels totaling 116 acres. Of these parcels, those that are located in high-resource areas account for 95 percent of the total acreage, those that are located in Census block groups with an annual household income of \$100,000 or more account for 94 percent of the total acreage, and those are located in Census block groups where White Non-Hispanic residents comprise more than 50 percent of the population account for 97 percent of the total acreage.

These parcels include 23 parcels that are at least half an acre in size, which is a threshold used by HCD to screen sites for the viability of affordable housing development. Of these 23 parcels, all but two are in high resource areas and block groups with an annual median household income of \$100,000 or more. All but one of the parcels that are at least half an acre in size are in block groups where White Non-Hispanic residents comprise more than 50 percent of the population.

This data indicates that passage of the Ballot Measure would primarily impact the potential for future development of multifamily housing on single-family sites in areas of Menlo Park where the development of multifamily housing could help to improve racial and economic equity and affirmatively further fair housing.

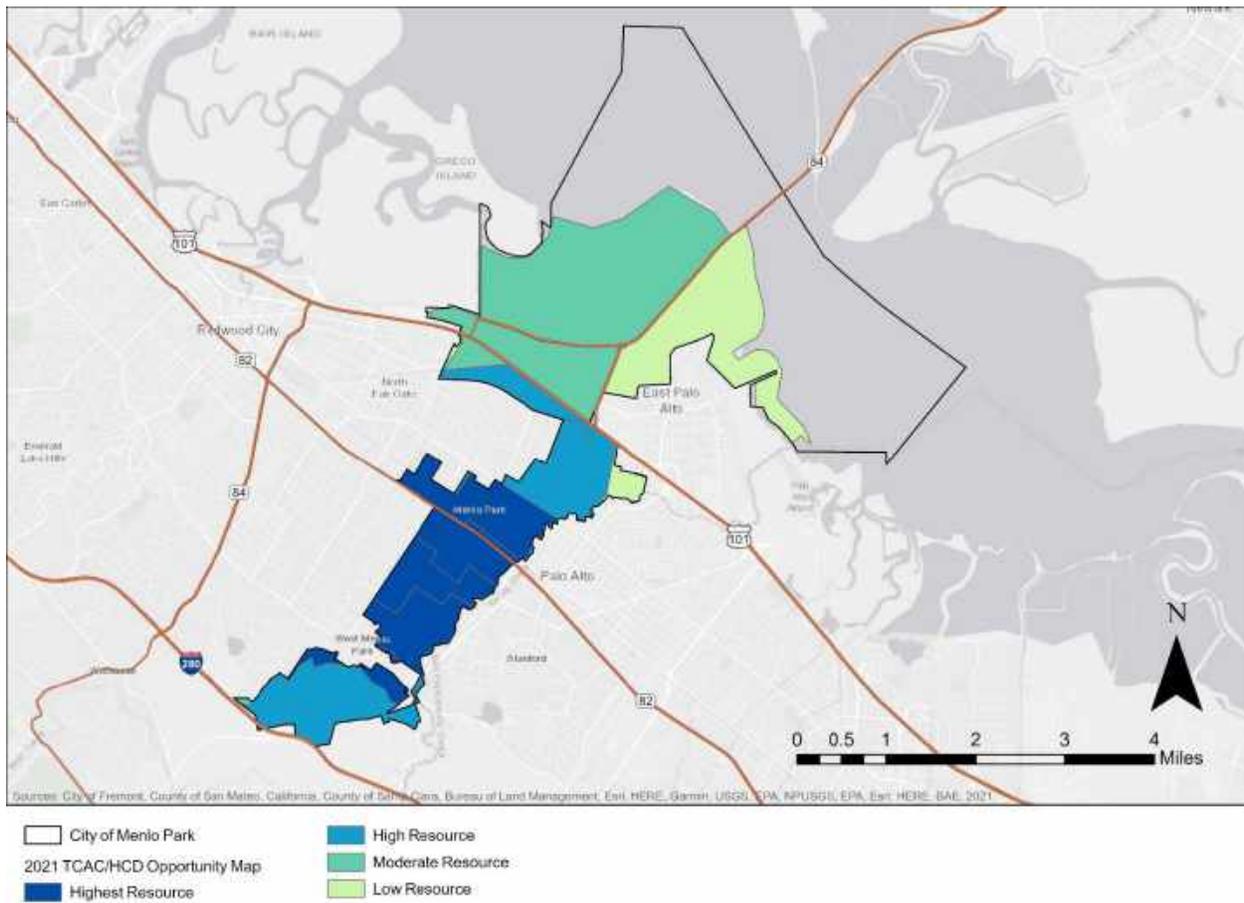
**Table 7 – AFFH Characteristics of Sites Zoned Single-Family that are Vacant or Developed with Multifamily or Non-Residential Uses**

	Total # of Parcels	Total Acreage	Average Parcel Size (acres)	Maximum Parcel Size (acres)	# of Parcels Larger than 0.5 acres
<b>Access to Opportunity</b>					
<b>Low or Moderate Resource Areas</b>	12	5.6	0.5	2.9	2
<b>High or Highest Resource Areas</b>	41	110.3	2.7	41.0	21
<b>Income Characteristics (Median Annual Household Income)</b>					
<b>&lt;\$100,000</b>	10	6.9	0.7	2.9	2
<b>\$100,000 or more</b>	43	109.0	2.5	41.0	21
<b>Race and Ethnicity Characteristics (% White Non-Hispanic Households)</b>					
<b>50% or less</b>	8	4.0	0.5	2.9	1
<b>&gt;50%</b>	45	111.9	2.5	41.0	22

More generally, **Figures 4, 5, 6, and 7** below demonstrate that the areas of Menlo Park with a single-family land use designation (see **Figure 1, General Plan Land Use Designations**) are primarily located in areas of Menlo Park where the population is predominantly non-Hispanic White and where households tend to have high incomes, as well as in high-resource and higher-resource areas.

Passage of the Ballot Measure would effectively prohibit affordable units in single-family areas, which would require that affordable units be located elsewhere in the City. Other areas where affordable units could be located include the Bayfront Area, which has existing capacity for affordable units due to higher density zoning and would not be impacted by restrictions on rezoning under the Ballot Measure. As a result, other than the Downtown, the Ballot Measure would redirect the highest residential densities and largest quantities of affordable units into an area of Menlo Park that is predominately lower income and communities of color.

**Figure 4: 2021 TCAC/HCD Opportunity Map by Census Tract, Menlo Park**

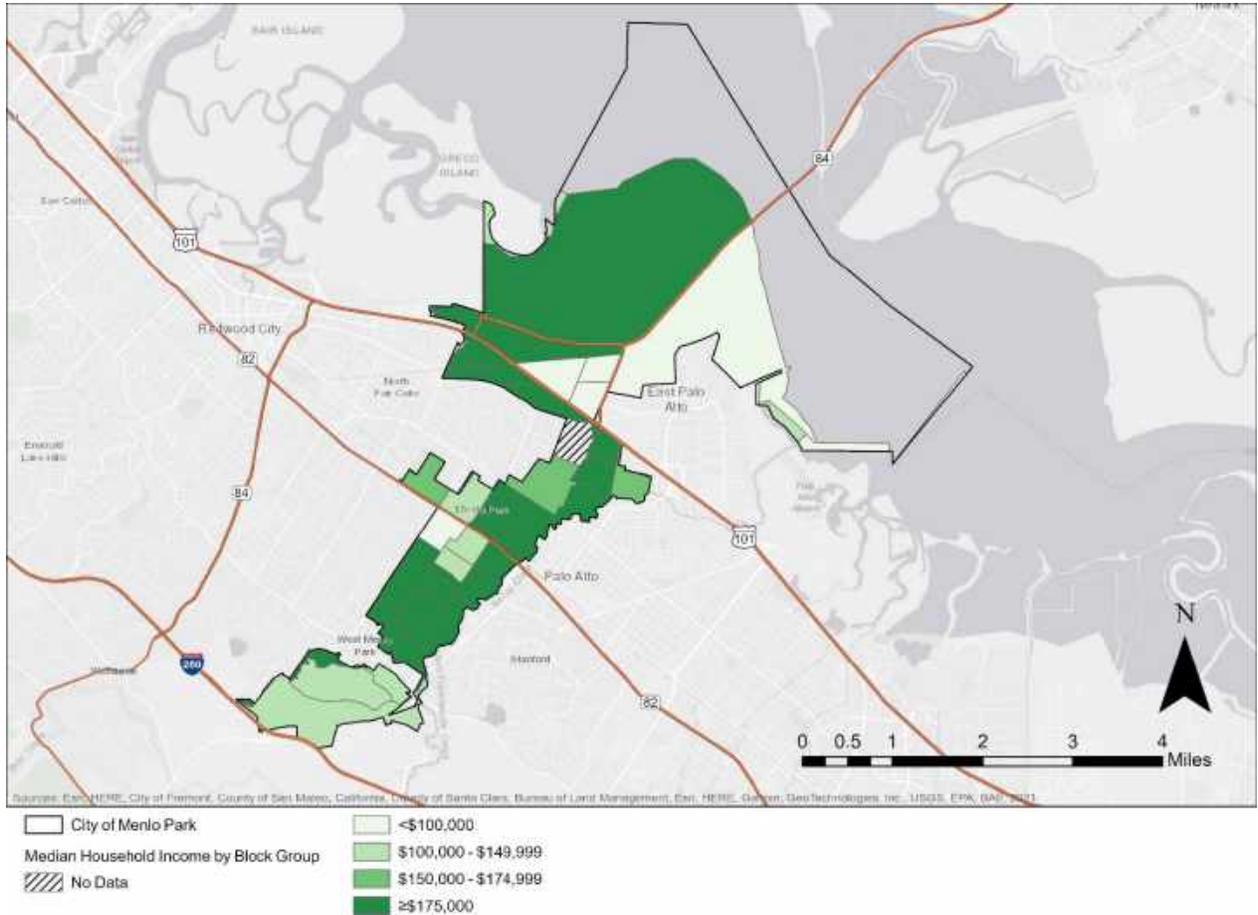


Sources: California Tax Credit Allocation Committee; HCD; U.S. Census Bureau, American Community Survey, 2014-2018 five-year sample data; BAE, 2021.

**Figure 4** shows “low resource”, “moderate resource”, “high resource”, and “highest resource” areas across Menlo Park based on maps published by HCD and the California Tax Credit Allocation Committee. The maps identify the extent to which Census Tracts throughout the state have characteristics that have been shown to support positive economic, educational, and health outcomes for low-income families.



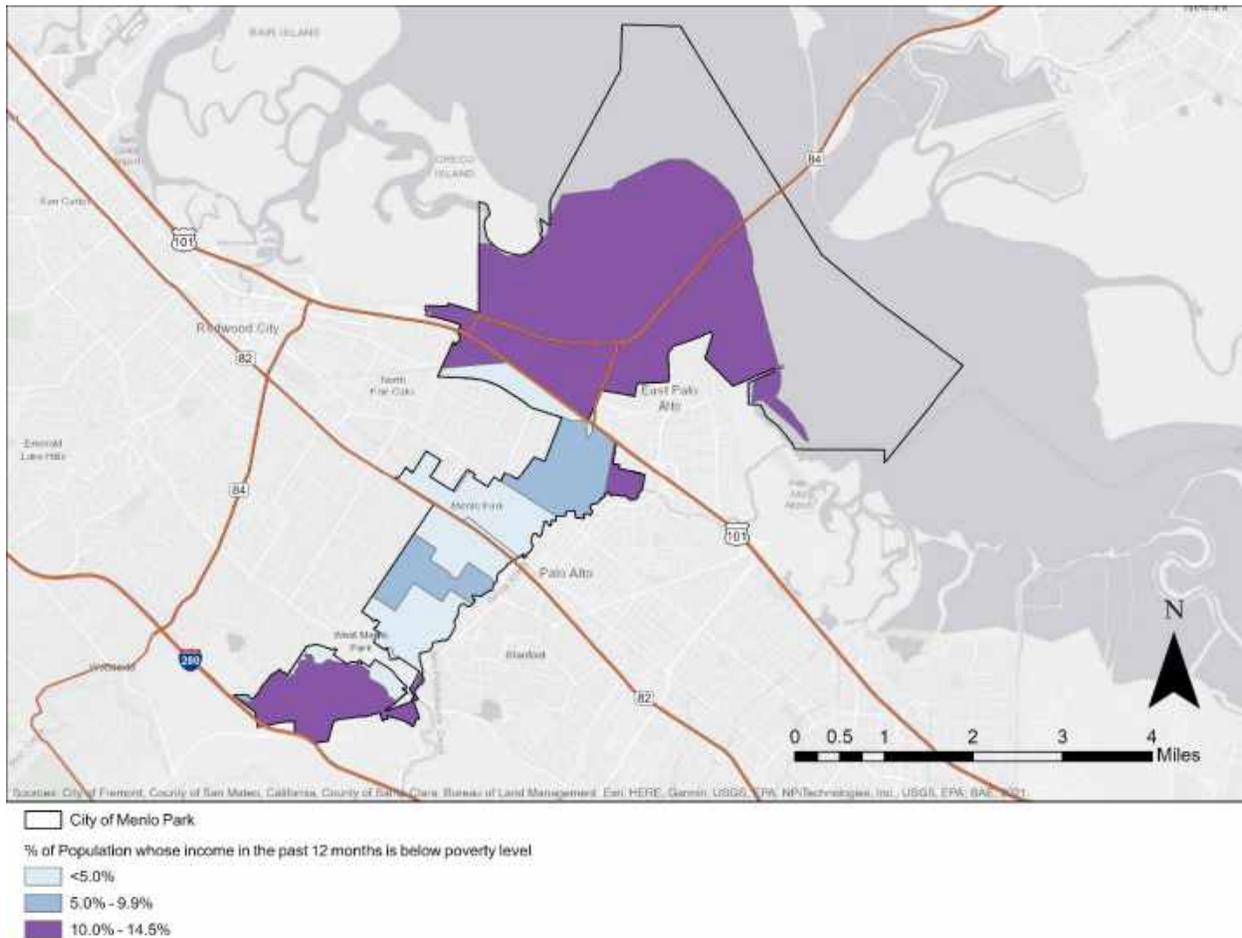
**Figure 5: Distribution of Median Household Income by Block Group, Menlo Park**



Sources: U.S. Census Bureau, American Community Survey, 2015-2019 five-year sample period; BAE, 2021.

**Figure 5** shows the median annual household income in each Census Block Group in Menlo Park based on estimates from the 2015-2019 US Census American Community Survey.

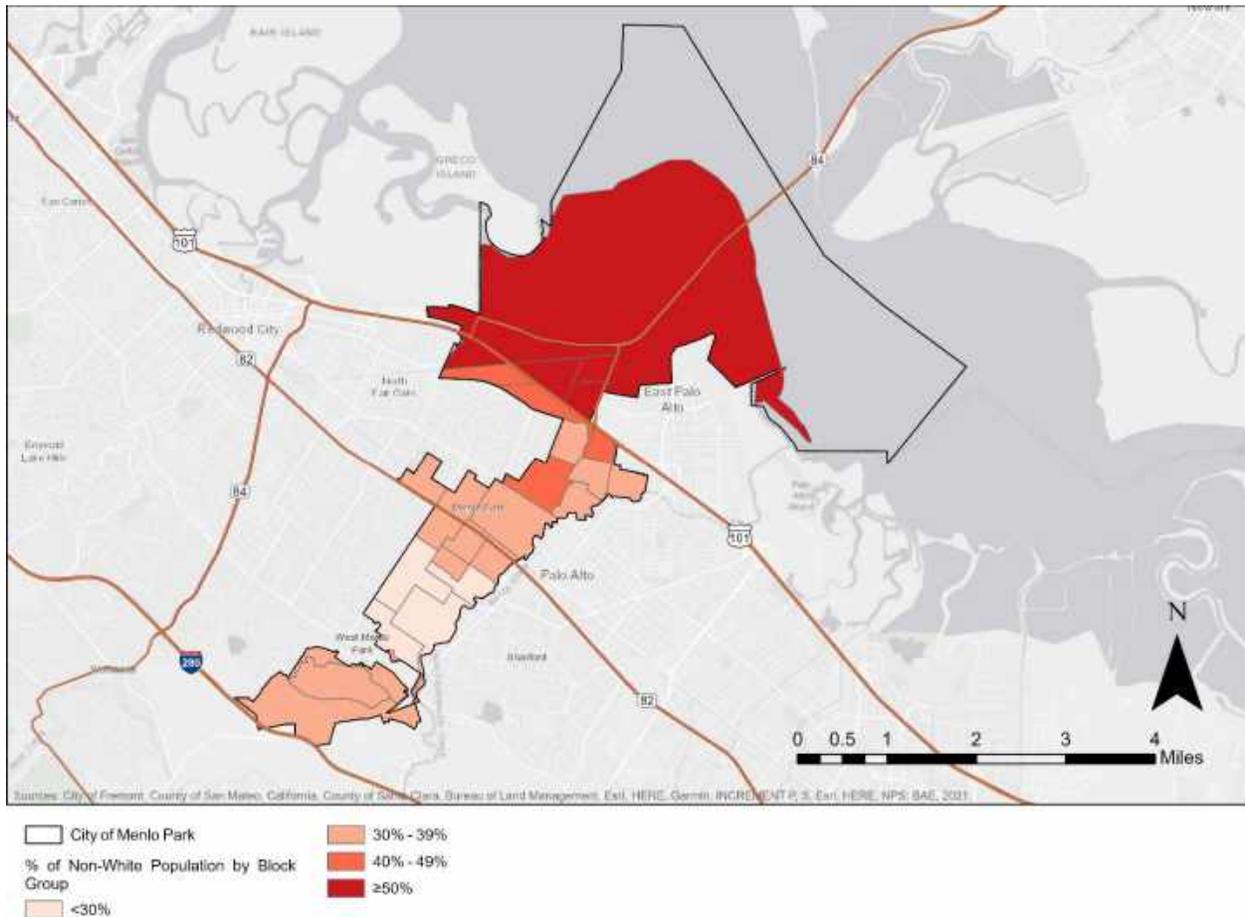
**Figure 6: Poverty Status by Census Tract, Menlo Park**



Sources: U.S. Census Bureau, American Community Survey, 2015-2019 five-year sample period; BAE, 2021.

**Figure 6** shows the proportion of households with incomes below the federal poverty threshold in each Census Tract in Menlo Park based on estimates from the 2015-2019 US Census American Community Survey.

**Figure 7: Census Block Groups by Percent Non-White, Menlo Park**



Note: Includes all categories except White non-Hispanic persons.  
 Sources: U.S. Census Bureau, 2020 Decennial Census; BAE, 2021.

**Figure 7** shows the proportion of the population in each Census Block Group in Menlo Park that identifies with any racial or ethnic group other than White non-Hispanic/Latino, based on estimates from the 2015-2019 US Census American Community Survey. This includes Black or African American, Native American Indian or Alaska Native, Asian, and Native Hawaiian or other Pacific Islander residents, as well as individuals identifying with Two or More Races or Some Other Race. It also includes all residents that identify as Hispanic or Latino, regardless of race.

## Cost Burdened Households

Cost Burden, as defined by the U.S. Department of Housing and Urban Development, considers housing to be affordable for a household if the household spends less than 30% of its income on housing costs. A household is considered “cost-burdened” if it spends more than 30% of its monthly income on housing costs, while those who spend more than 50% of their income on housing costs are considered “severely cost-burdened.”

In Menlo Park, 17.3% of households spend 30-50% of their income on housing, while 16.3% of households are severely cost burden and use the majority of their income for housing. Low-income residents are the most impacted by high housing costs and experience the highest rates of cost burden. Spending such large portions of their income on housing puts low-income households at higher risk of displacement, eviction, or homelessness.

There is a distinct racial disparity of cost-burdened households, as 50% of Black or African American households and 55% of Hispanic or Latinx households are cost burdened, while 31% of Asian/API households and 29% of white households are cost burdened.<sup>24</sup>

This disparity and displacement risk was cited overwhelmingly as a concern during the outreach process for the housing element. The Housing Element acknowledges the historic and present-day patterns of segregation that have led to disproportionate housing needs for communities in low-access to opportunity areas and the displacement risk felt by the communities in these areas, which are located north of U.S. 101. Housing production that can allay this risk and provide greater numbers of affordable units is crucial to affirmatively furthering fair housing in Menlo Park.

The Ballot Measure would be expected to have a disparate impact on Black and Brown communities of color. The lack of affordable housing opportunities in high opportunity areas would likely continue into the future as a result of the added Ballot box barrier to adding new housing in the existing single-family, primarily White-occupied areas of the city.

## State of California Housing Oversight

To the extent the Ballot Measure is viewed by the general public, housing advocates and/or housing developers as discouraging or preventing new housing to be built in or near existing single-family neighborhoods, additional State-level oversight of the City of Menlo Park may be invited by the Ballot Measure.

The California Department of Housing and Community Development (HCD) has a new unit devoted to enforcement of housing element law. This new unit is called the Housing Accountability Division of HCD. As part of the 2021-2022 State budget, HCD received additional staff to increase its accountability efforts. This led to the creation of the Housing Accountability Unit (HAU). The purpose of this new unit is to increase housing accountability efforts by the State. The HAU is charged with holding jurisdictions accountable for meeting their housing element commitments and complying with applicable State housing laws. Violations of these State laws may lead to

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<sup>24</sup> ABAG/MTC Housing Needs Data Report: Menlo Park, April 2021; U.S. Census Bureau, American Community Survey 5-Year Data (2015-2019)

consequences including revocation of housing element certification and/or referral to the California Office of the Attorney General.<sup>25</sup>

## 10. Educational Equity - Impact on Ravenswood City School District (RCSD)

The following topic is included at the direction of the City Council on June 28, 2022, and is not specifically identified by Election Code Section 9212.

There are four separate elementary (Kindergarten through 8<sup>th</sup> grade) school districts that serve Menlo Park. **Table 8** below summarizes some key data points for each school district:

**Table 8 – Menlo Park K-8 School Districts at a Glance<sup>26</sup>**

School District (S.D.)	Students	No. of Schools	Percent Proficient - Reading	Percent Proficient - Math	Free or Reduced Lunch (% of students)	Average Teacher Salary	Teachers in 1 <sup>st</sup> /2 <sup>nd</sup> Year	Expenses per Student
Las Lomas Elem. S.D.	1,208	2	86%	82%	4.2%	\$142,523	20.6%	\$24,418
Menlo Park City Elem. S.D.	2,922	4	83%	82%	7%	\$124,317	6.3%	\$20,859
Ravenswood Elem. S.D.	2,061	6	18%	12%	89.1%	\$82,367	31.3%	\$14,889
Redwood City Elem. S.D.	7,196	12	54%	46%	57.4	\$87,396	23.7%	\$12,362

As shown by the table above, there is a considerable disparity between the Ravenswood City School District (RCSD) and the Las Lomas and Menlo Park City School Districts. The RCSD has much lower test scores in both reading and math, and a very high percentage of students receiving free or reduced lunch. The teachers are paid much lower in the Ravenswood district, a

<sup>25</sup> HCD website. Accountability and Enforcement. Accessed on July 6, 2022, <https://www.hcd.ca.gov/accountability-and-enforcement>.

<sup>26</sup> Source: Niche.com. Accessed on July 6, 2022.

higher percentage of 1<sup>st</sup> and 2<sup>nd</sup> year teachers and much less budget available per student. Similar disparities exist between the Ravenswood Elementary School District and the Redwood City School District, though to a lesser extent. Ravenswood Elementary School students are diverse and multilingual as noted by the District on their website:

*Ravenswood is proud of our diversity, with 99% of district students identifying as Latinx, African American, Pacific Islander, and/or multiple races - over half of whom are multilingual learners.<sup>27</sup>*

As evidenced by the Tinsley Voluntary Transfer Program, a 1985 settlement order, the educational achievement problem in RCSD is long standing. The settlement order is the result of a 1976 lawsuit that aims to correct educational inequities due to racial isolation of minority students living in RCSD. Under the Voluntary Transfer Program, 24 minority students in RCSD are allowed to transfer to school districts in nearby communities with higher proportions of non-minority students. The six districts include: Las Lomas, Menlo Park City, Palo Alto Unified, Portola Valley, San Carlos, and Woodside. Through the transfer program, non-minority students may also transfer into the RCSD.<sup>28</sup>

The former Flood School site is owned by the RCSD and the District is planning on entering into a long-term lease with a housing developer. The envisioned project would be 100% affordable housing for teachers and staff from RCSD as well as staff from other school districts located in the County.<sup>29</sup> Under the long-term lease, the developer would provide a payment of approximately \$500,000 to the District per year. This represents about 1-2% of the District's annual budget. As noted by the District, the intent is for the funds to go towards closing the salary gap in salaries, especially teaching salaries, between Ravenswood and surrounding districts. The District also sees this as an opportunity to both address funding inequities with the other districts in the County and to address retention of existing teachers and staff.<sup>30</sup>

The school district conducted a survey of their staff in May 2022 and reported the following results:

- *2% of respondents do not have access to reliable housing, and only a third of respondents report having a "safe, secure and affordable housing option"*
- *43% of respondents are considering leaving the district because of the cost of housing or the length of their commute*
- *Over 70% of respondents indicated an interest in workforce housing; over 60% of those responded that housing would make them "much more likely" to stay with RCSD*

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<sup>27</sup> Ravenswood City Elementary School District website. About Ravenswood. Accessed on July 7, 2022, <http://www.ravenswoodschools.org/About-Ravenswood/index.html>

<sup>28</sup> Menlo Park City School District website. Tinsley Volunteer Transfer Program. Accessed on July 18, 2022, <https://district.mpcsd.org/Page/336>.

<sup>29</sup> Ravenswood City School District website. Former Flood School Fact Sheet. Accessed on July 12, 2022, <http://www.ravenswoodschools.org/About-Ravenswood/Facilities/Facilities-Planning/Additional-Information-About-the-Former-Flood-School-Site-/index.html>.

<sup>30</sup> City of Menlo Park website. Questions and responses summary from May 3, 2022, Flood School Site community meeting (Issue date: July 1, 2022). Accessed on July 7, 2022, <https://beta.menlopark.org/files/sharedassets/public/community-development/documents/flood-school-site-community-meeting-questions-and-responses-summary.pdf>.

- *85% of respondents had incomes and household sizes that would make them eligible for affordable housing; of those, a further 85% are interested in workforce housing*

RCSD finds they would need over 200 units of affordable housing to meet the needs of staff.

### **Impact on Ravenswood City School District's Strategic Plan and Budget**

The Ballot Measure is likely to have a negative impact on the Ravenswood City School District's Strategic Plan, budget outlook, and staff recruitment and retention. Priority 5 in the Ravenswood City School District's 2019 Five-Year Strategic Plan is to "manage people, time and budget responsibly, equitably and strategically in service of students."

One of the milestones that the Strategic Plan identifies based on Priority 5 is to "conduct a thorough analysis of district properties to identify opportunities for lease revenue...." Accordingly, in 2021 the District identified two properties that offer opportunities for lease revenue: 2120 Euclid Avenue in East Palo Alto and the former Flood School site in Menlo Park.

According to a September 9, 2021 presentation provided by the Ravenswood City School District, lease revenue from these two properties is key to ensuring that the Ravenswood City School District's budget is in line with other districts in San Mateo County. The presentation stated that the District was anticipated to receive a record amount of funding in the 2021-2022 school year, though much of the funding was due to one-time stimulus funds and a significant donation to the Ravenswood Education Foundation.

Even with these one-time funds, after adjusting for student needs the District's per-student funding levels would be approximately average for the County, approximately \$4,700 less than the Menlo Park City School District, approximately \$10,100 less than the Las Lomas School District, and approximately \$3,700 higher than the Redwood City School District. Without the one-time funds, the District would have the lowest per-pupil revenue in the County. The presentation highlighted lease revenue from the Euclid Avenue site and the former Flood School site as a key source of ongoing revenue to support the District's financial stability and to allow the District to compete financially with nearby affluent communities.

According to an email that the Ravenswood City School District submitted to the Menlo Park City Council on April 22, 2022, the District is currently in exclusive negotiations with Alliant Strategic Development regarding a potential ground lease for the former Flood School site, with a plan to construct up to 90 residential units on the site. If the Ballot Measure were to prevent the development of these units on the former Flood School site, it would have a direct negative impact on the implementation of the District's Strategic Plan and on District's ability to lease the site as a potential source of District revenue.

The Ballot Measure is also likely to have a negative impact on the Ravenswood City School District's ability to recruit and retain staff. As noted above, the District conducted a survey of teachers and staff in May 2022 and found that 43% of respondents were considering leaving the District because of the cost of housing or the length of their commute, while over 60% responded that housing would make them much more likely to stay with the District. By potentially impacting the District's ability to use the former Flood School site for multifamily housing, the Ballot Measure could impact the District's worker attraction and retention efforts.

The Ballot Measure would definitely delay or prevent the District's plans for the former Flood School site, possibly make it prohibitively expensive to garner voter approval and possibly be rejected at the ballot box. In any likely scenario, the Ballot Measure represents a significant obstacle that the planned housing project would have to overcome. This has the effect of continuing the inequity that the school district operates under and has a disparate impact on the low-income community of color that is served by the District.

## 11. Impact on Climate and Traffic Congestion

The following topic is included at the direction of the City Council on June 28, 2022 and is not specifically identified by Election Code Section 9212.

### Analysis Scope

This analysis consists of a qualitative analysis on Vehicle-Miles Travelled (VMT), which is the CEQA transportation impact metric, as well as a qualitative analysis on intersection level of service (LOS), which is a non-CEQA operational metric maintained by the City of Menlo Park.

Menlo Park is currently preparing its HEU, which plans for the rezoning of the former Flood School site, currently zoned single-family, to allow multifamily housing. With this initiative, that rezoning may not occur. No other single-family parcels are planned for rezoning within the HEU. Beyond the planning horizon of the HEU, which is year 2031, there could be demand to rezone other single-family parcels that are not currently developed with single-family homes. There are 53 such parcels within Menlo Park, and with this initiative, that rezoning may not occur. The transportation impacts of these two scenarios are discussed below.

### Flood School Site

The former Flood School site at 320 Sheridan Drive is the only single-family zoned opportunity site planned for rezoning within the proposed HEU. The Flood School site is assumed with 90 units in the Draft Housing Element. If the Ballot Measure passes and voters do not approve of the proposed development at the former Flood School site, this site would not be developed with higher density residential uses. Without the former Flood School site, the proposed HEU would include adequate units that would still allow the City to meet RHNA 6<sup>th</sup> cycle Housing Element requirements.

### VMT and LOS Effect of the Ballot Measure on the RHNA 6<sup>th</sup> Cycle

VMT and LOS analysis of the proposed HEU have separately been analyzed. The proposed HEU at a plan-level would lower the citywide average residential VMT per resident. However, the VMT analysis acknowledged that not all parcels within the HEU are located in low residential VMT areas, and some may trigger a VMT impact at a project-level. The former Flood School site is located in a high VMT area and may trigger a VMT impact at a project-level, depending on the characteristics of the development. If there is an impact, it may also be able to be mitigated by a transportation demand management plan for the development. Therefore, if the 85 units associated with this site were removed from the HEU or relocated to another site, the VMT



associated with the HEU may be slightly lower, though because of the small number of units and trips, it would be by a minimal and unnoticeable amount.

The development of 85 residential units on the former Flood School site would generate roughly 30 to 35 trips during the AM and PM commute peak hours, based on the Institute of Transportation Engineers *Trip Generation Manual, 11<sup>th</sup> Edition*. Whether these units remained at the Flood School site, were removed from the HEU, or reallocated elsewhere in the City, this small number of trips would not be noticeable on the surrounding roadway network. The proposed HEU's LOS analysis would not change in any noticeable way.

### **Parcels with Non-Single-Family Uses, and Not in the Draft Housing Element**

Aside from the Flood School site, there are 52 other single-family-zoned parcels in the City that currently have non-single-family uses (see **Figure 2**). These include churches, golf courses, nursing homes, higher-density residential complexes, schools, and vacant lots. These sites are not identified as opportunity sites in the proposed HEU to meet the RHNA 6<sup>th</sup> cycle requirements. However, there is likely to be continued demand for new housing in Menlo Park beyond the current HEU, beyond year 2031. If current single-family properties cannot be rezoned, there are two potential future scenarios: housing goals will be met on other sites, or housing goals will not be met. These scenarios are discussed below.

### **If the City Can Meet Future RHNA Requirements Without These Sites**

As discussed above, future RHNA requirements may require these sites to be rezoned to allow for higher residential density. The proposed Ballot Measure would limit residential growth on these parcels if voters do not approve any further development on these parcels. In such a scenario, the City may need to further up-zone other parcels in the City or convert non-residential zoned parcels to allow for residential land use. Sites that can accommodate further up-zoning or rezoning are mostly located near Downtown and El Camino Real, Sharon Heights, and in the northern section of the City (north of U.S. 101 and the Bohannon Business Park District). Sites near El Camino Real are in low residential VMT areas, whereas sites in the northern section of the City are in high residential VMT areas. Therefore, in this scenario, the Ballot Measure's effect on VMT is likely minimal as the two general areas that can accommodate further residential growth average each other out from a residential VMT perspective.

From a LOS perspective, a higher concentration of traffic in one area could lead to further traffic congestion, compared to if traffic were dispersed across the 53 single-family sites.

### **If the City Cannot Meet Future RHNA Requirements Without These Sites**

If the Ballot Measure passes and voters do not approve any non-single-family residential development on these 53 sites, for this analysis, it is possible to consider that the City may not have a sufficient number of parcels (up-zoning, rezoning or not) to meet future RHNA requirements. Any RHNA-required units that cannot be accommodated in the City would still likely occur given the housing demands, just now outside of the City. This would worsen the City's jobs-housing balance and would result in more people commuting into or through the City for jobs. The

increase in trip lengths would result in a potentially significant negative impact on regional VMT and local traffic congestion

Because of significant employment levels in Menlo Park and surrounding communities, a reduction in housing potential in Menlo Park would not result in a reduction in traffic volume on City streets. Given that housing needs would be met elsewhere, Menlo Park would experience an increase in in-commuting to jobs within the City and through traffic from nearby cities. Also, longer trip lengths would provide fewer options for alternative modes of transportation, such as bike, walk or local transit. Finally, reduction of housing opportunities away from employment sites would likely increase traffic congestion and safety issues in other cities due to the expected increase in trip lengths and times.

### **Transportation Analysis Conclusion**

The transportation analysis for the proposed Ballot Measure focused on its potential VMT and LOS effects for the City's future residential development in anticipation of future RHNA requirements. Overall, the following qualitative conclusions can be made if the Ballot Measure passes:

- There would be minimal and likely unnoticeable changes to citywide average residential VMT per resident in the near term.
- There would be minimal and likely unnoticeable effects on traffic congestion and intersection operations in the near term or far term.
- If the Ballot Measure resulted in less citywide residential development in the far term, there would be a negative effect on regional VMT due to resulting longer trip lengths.

## INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

The people of the City of Menlo Park do ordain as follows:

### SECTION 1. Title.

A Citizen—Sponsored Initiative Measure to Amend the Land Use Element of the General Plan to Prohibit the City Council of the City of Menlo Park from Re—Designating or Re—Zoning Certain Properties Designated and Zoned for Single Family Detached Homes.

### SECTION 2. Findings and Purpose.

- A. Findings. The people of the City of Menlo Park (“City”) find and declare the following:
1. Menlo Park is a vibrant city that is prized for its livable residential neighborhoods, active commercial districts, and hub of investment and scientific innovation.
  2. The City’s General Plan notes that the “existing pattern of land use in Menlo Park . . . is highly valued by the community.” Accordingly, the General Plan designates certain areas of the City for Very Low Density and Low Density Residential and this is an important part of the City’s existing pattern of land use.
  3. The Land Use Element of the City’s General Plan is organized around nine (9) “Guiding Principles.” These Guiding Principles were established by the Menlo Park community to “describe the kind of place that community members want Menlo Park to be.” Those principles include “protecting the character of residential neighborhoods.” Guiding Principle 7—“Complete Neighborhoods and Commercial Corridors”—provides that “Menlo Park neighborhoods are complete communities, featuring well integrated and designed development along vibrant commercial corridors with a live-work-play mix of community-focused businesses that conveniently serve adjacent neighborhoods while respecting their residential character.”
  4. The People of Menlo Park further express their strong desire that the City pursue opportunities to develop badly-needed housing, including affordable housing, that is consistent with the residential character of these neighborhoods (in compliance with any applicable, controlling state law requirements and mandates, which may allow for multiple units of low-density housing on lots with “single family” zoning), rather than converting residential properties in these neighborhoods to different uses such as industrial, commercial, office, mixed use, or high-density residential, which would create traffic and otherwise strain the infrastructure of existing neighborhoods that were designated as low density, residential-only uses.
  5. Accordingly, the people of the City of Menlo Park desire to amend the General Plan to enact new policies to ensure that, as the City continues to grow and attract new industry, businesses, and residents, new development remains consistent the General Plan’s stated goal of protecting the existing pattern of land use in the City and the character of its existing residential neighborhoods.
  6. This Initiative will only impact those properties that are designated in the City’s General Plan as Very Low Density Residential or Low Density Residential, and/or zoned with a corresponding zoning designation, as of April 15, 2022. It will not impact properties that are not designated, as of April 15, 2022, Very Low Density Residential or Low Density Residential and/or zoned with a corresponding zoning designation. The relevant very low and low density residential land use designations are provided in Section 3, below, and the relevant very low and low density residential zoning designations are attached hereto for informational purposes as Exhibit B. In order to illustrate the location of properties in the City currently assigned these very low and low density residential zoning designations, a map showing the City’s zoning, as depicted on

### INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

the “General Plan Land Use and Zoning Map” available on the City’s website as of April 14, 2022, is attached hereto for informational purposes as Exhibit A.

7. Implementation of this Initiative will protect the public health, safety and welfare, and the quality of life for the people of the City of Menlo Park.

- B. **Purpose.** The people of the City of Menlo Park declare that our purpose and intent in enacting this Initiative is to make amendments to the City’s General Plan to expressly prohibit the City from redesignating property designated in the City’s General Plan as Very Low Density Residential or Low Density Residential, and/or zoned with a corresponding zoning designation, as of April 15, 2022, without a vote of the people of the City of Menlo Park.

### SECTION 3. Amendments to the Land Use Element of the General Plan of the City of Menlo Park.

The Land Use Element of the General Plan of the City of Menlo Park is hereby amended as follows (new language to be inserted into the General Plan is shown as underlined text; text in regular type or **bold type** reflects the existing General Plan text and is provided for informational/reference purposes):

- A. The “Land Use Designations” Section of the Land Use Element is hereby amended as follows:

**Very Low Density Residential.** This designation provides for single family detached homes, secondary dwelling units, public and quasi-public uses, and similar and compatible uses. Density shall be a maximum of 2.9 units per acre and floor areas shall be limited to those identified in the applicable zoning district, which is typically 2,800 square feet plus 25 percent of the lot area over 7,000 square feet for lots 5,000 square feet or greater in area.

In order to ensure consistency with the General Plan’s goal of protecting the character of existing residential neighborhoods, properties designated Very Low Density Residential and/or zoned Residential Estate (R-E) or Residential Estate Suburban (R-E-S), as of April 15, 2022, shall not be redesignated or rezoned except by a vote of the people of the City of Menlo Park at a regular election.

**Low Density Residential.** This designation provides for single family detached homes, secondary dwelling units, public and quasi-public uses, and similar and compatible uses. Density shall be a maximum of 8.9 units per acre and floor areas shall be limited to those identified in the applicable zoning district, which is typically 2,800 square feet plus 25 percent of the lot area over 7,000 square feet for lots 5,000 square feet or greater in area.

In order to ensure consistency with the General Plan’s goal of protecting the character of existing residential neighborhoods, properties designated Low Density Residential and/or zoned Single-Family Suburban Residential (R-1-S), Single-Family Suburban Residential (Felton Gables) (R-1-S (FG)), Single-Family Urban Residential (R-1-U), or Single-Family Urban Residential (Lorelei Manor) (R-1-U (LM)), as of April 15, 2022, shall not be redesignated or rezoned except by a vote of the people of the City of Menlo Park at a regular election.

## **INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS**

### **SECTION 4. Internal Consistency.**

It is the intent of the people of the City of Menlo Park that the amendments contained in Section 3 of this Initiative be read and construed in full harmony with the rest of the General Plan of the City of Menlo Park. To the extent that any provisions of the Menlo Park Municipal Code, including the Zoning Regulations of the City of Menlo Park, or any other ordinances of the City may be inconsistent with this Initiative, the provisions of this Initiative shall govern.

### **SECTION 5. Implementation of this Initiative.**

**A.** This Initiative is considered adopted and effective upon the earliest date legally possible after the elections official certifies the vote on the Initiative by the voters of the City of Menlo Park. Upon the effective date of this Initiative, the City is directed to promptly take all appropriate actions needed to implement this Initiative, including but not limited to taking any administrative steps necessary to update any City maps, figures, and any other documents maintained by the City so they conform to the legislative policies set forth in this Initiative.

**B.** Upon the effective date of this Initiative, the General Plan provisions of Section 3 of this Initiative are hereby inserted into the General Plan; except that if the four amendments of any mandatory element of the General Plan permitted by state law for any calendar year have already been utilized in the year in which this Initiative becomes effective, the General Plan amendments set forth in this Initiative shall be the first amendments inserted into the General Plan on January 1 of the next year. The City may reorganize, renumber, and/or reformat the General Plan provisions included in Section 3 of this Initiative, provided that the full text is inserted into the General Plan without alteration.

**C.** The General Plan in effect on the date of filing of the Notice of Intent to Circulate this Initiative ("Filing Date"), and the General Plan as amended by this Initiative, comprise an integrated, internally consistent and compatible statement of policies for the City. To ensure that the City's General Plan remains an integrated, internally consistent, and compatible statement of policies for the City, any provision of any element of the General Plan that is adopted between the Filing Date and the effective date of the General Plan amendments adopted by this Initiative shall, to the extent that such interim-enacted provision is inconsistent with or would diminish, render invalid, defeat, or impair the General Plan amendments adopted by this Initiative, be amended as soon as possible and in the manner and time required by state law to ensure consistency between the provisions adopted by this Initiative and other elements of the General Plan.

### **SECTION 6. Effect of Other Measures on the Same Ballot.**

To ensure that the intent of the voters is not frustrated, this Initiative is presented to the voters as an alternative to, and with the express intent that it will compete with or take precedence over, any and all voter initiatives or City-sponsored measures placed on the same ballot as this Initiative and which, if approved, would regulate the use or development of properties subject to this Initiative in any manner whatsoever that would frustrate the purpose and intent of this Initiative (each, a "Conflicting Initiative"). In the event that this Initiative and one or more Conflicting Initiatives are adopted by the voters at the same election, then it is the voters' intent that only the measure which receives the greatest number of affirmative votes shall control in its entirety with respect to the future use and development of properties subject to this Initiative and said other measure or measures shall be rendered void and without any legal effect with respect to such properties. If this Initiative is prevented from going into effect by a Conflicting Initiative approved by the voters at the same election, and such Conflicting Initiative is later held invalid, this Initiative shall be self-executing and given full force of law. Notwithstanding the foregoing provisions of this Section, in the event that both this Initiative and another measure(s) are adopted by the voters at the same election, but the two measures can be harmonized in a manner that permits this Initiative to be implemented upon its adoption without imposing any additional

**INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS**

or inconsistent requirement(s) to properties subject to this Initiative (e.g., the other measure impacts only properties that are not subject to this Initiative because of their land use designation and/or zoning), then it is the voters' intent that both the other measure and this Initiative shall be given full force and effect regardless of which measure receives the greatest number of affirmative votes.

**SECTION 7. Interpretation and Severability.**

**A.** This Initiative must be interpreted so as to be consistent with all federal and state laws, rules, and regulations. The people of the City of Menlo Park expressly acknowledge the preemptive nature of certain state laws, including the law colloquially known as "SB 9," which may allow for multiple units of low-density housing on lots with "single family" zoning, and nothing herein is intended to be or shall be construed as an attempt to conflict with such laws to the extent that those laws may apply to properties covered by this Initiative. If any section, sub-section, sentence, clause, phrase, part, or portion of this Initiative is held to be invalid or unconstitutional by a final judgment of a court of competent jurisdiction, such decision does not affect the validity of the remaining portions of this Initiative. The voters declare that this Initiative, and each section, sub-section, sentence, clause, phrase, part, or portion thereof, would have been adopted or passed irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases, part, or portion is found to be invalid. If any provision of this Initiative is held invalid as applied to any person or circumstance, such invalidity does not affect any application of this Initiative that can be given effect without the invalid application.

**B.** If any portion of this Initiative is held by a court of competent jurisdiction to be invalid, we the People of the City of Menlo Park indicate our strong desire that: (i) the City Council use its best efforts to sustain and re-enact that portion, and (ii) the City Council implement this Initiative by taking all steps possible to cure any inadequacies or deficiencies identified by the court in a manner consistent with the express and implied intent of this Initiative, including adopting or reenacting any such portion in a manner consistent with this Initiative.

**C.** This Initiative must be broadly construed in order to achieve the purposes stated above. It is the intent of the voters that the provisions of this Initiative be interpreted or implemented by the City and others in a manner that facilitates the purpose set forth in this Initiative.

**D.** In order to protect the General Plan policies adopted by this Initiative from interference by the City Council or otherwise, this Initiative is expressly retroactive to April 15, 2022.

**SECTION 8. Amendment.**

The amendments to the General Plan of the City of Menlo Park set forth in Section 3 of this Initiative may be amended or repealed only by a majority of the voters of the City voting in a regular election held in accordance with state law.

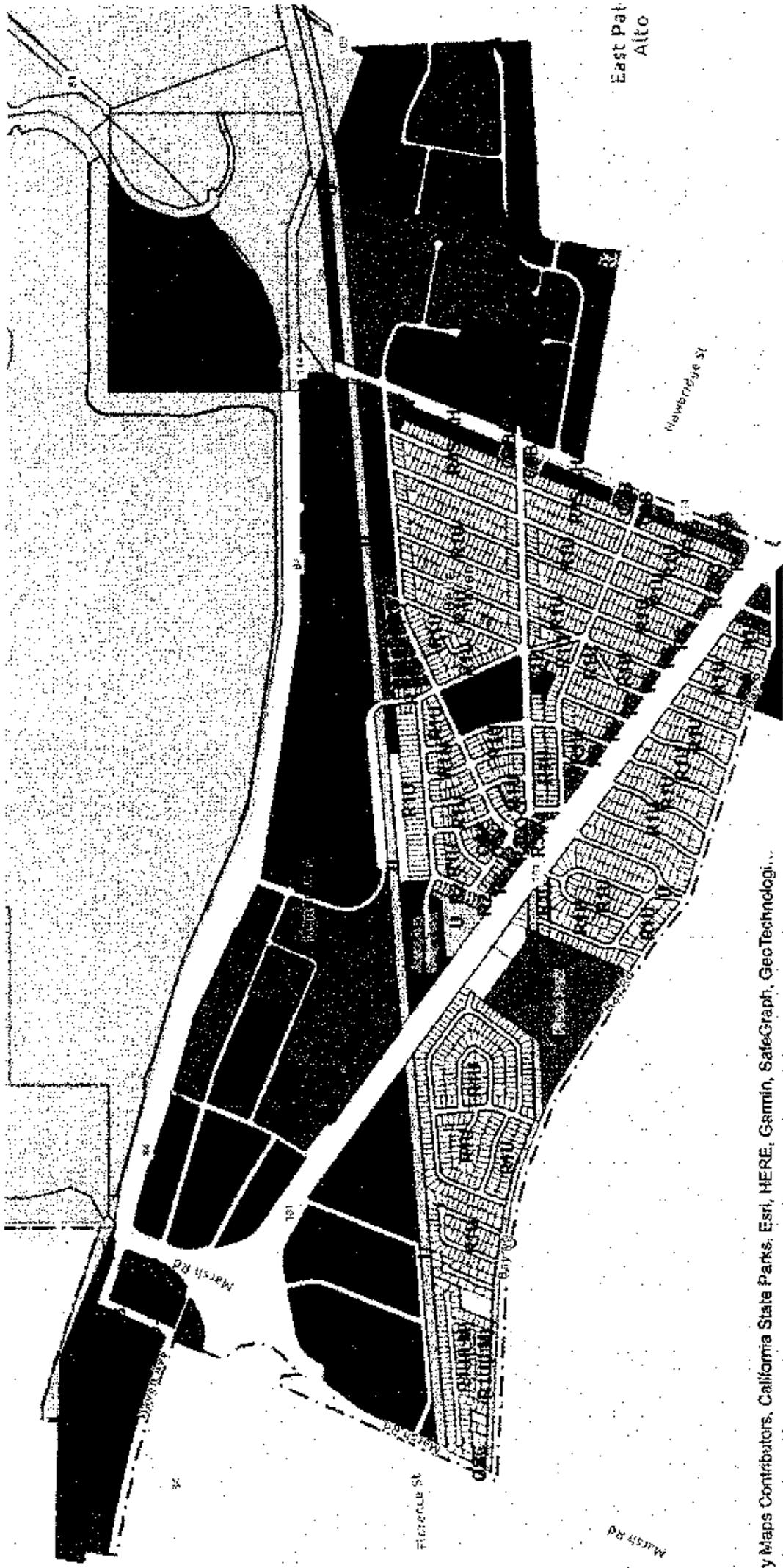
**SECTION 9. Exhibit List.**

The following exhibits are attached to this Initiative and incorporated herein:

- Exhibit A:** Map showing the City's zoning, as depicted on the "General Plan Land Use and Zoning Map" available on the City's website as of April 14, 2022 (Informational Purposes)
- Exhibit B:** Relevant Very Low and Low Density Residential Zoning Designations (Informational Purposes)

INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

QUADRANT 1 OF 4

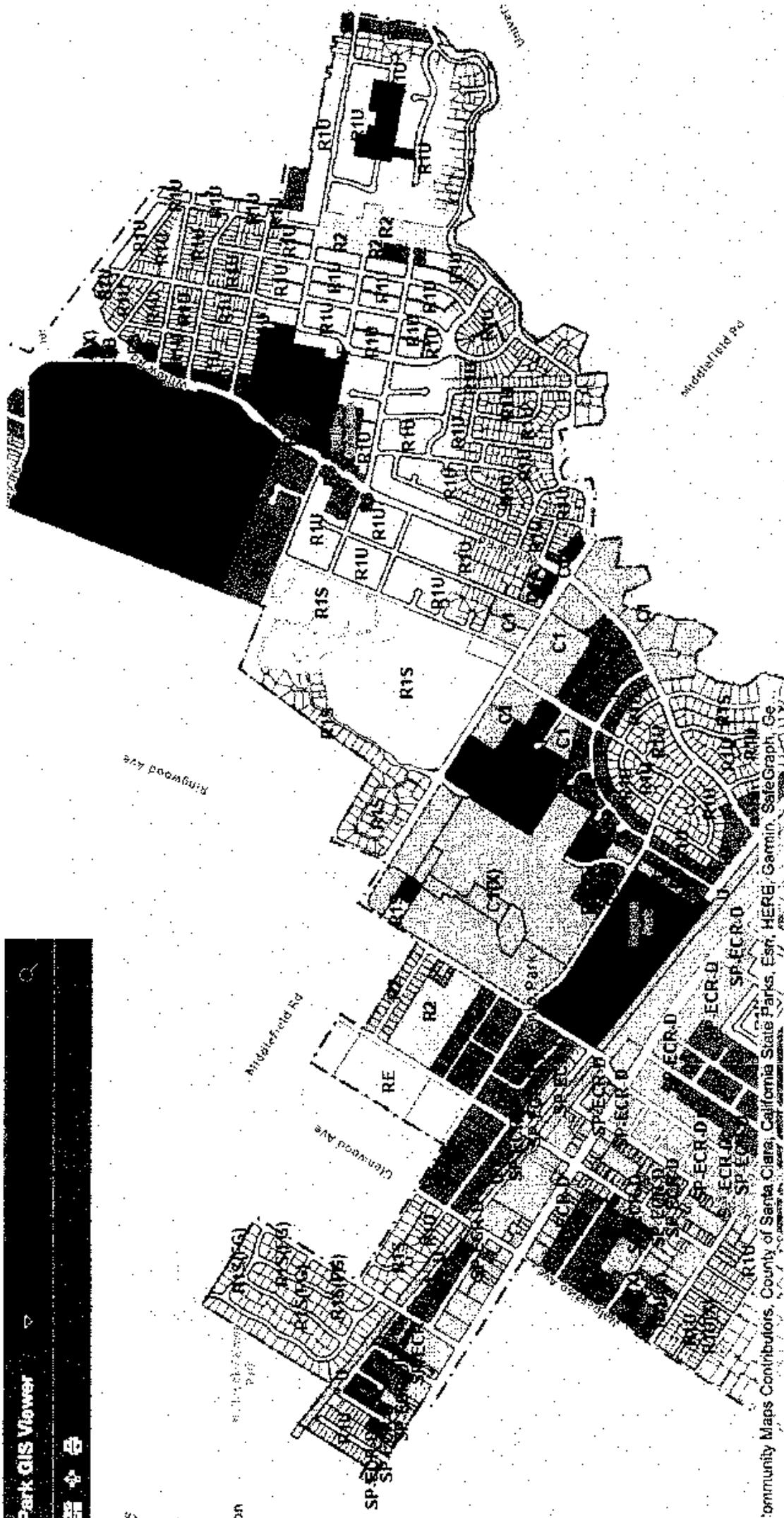


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INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

QUADRANT 2 OF 4

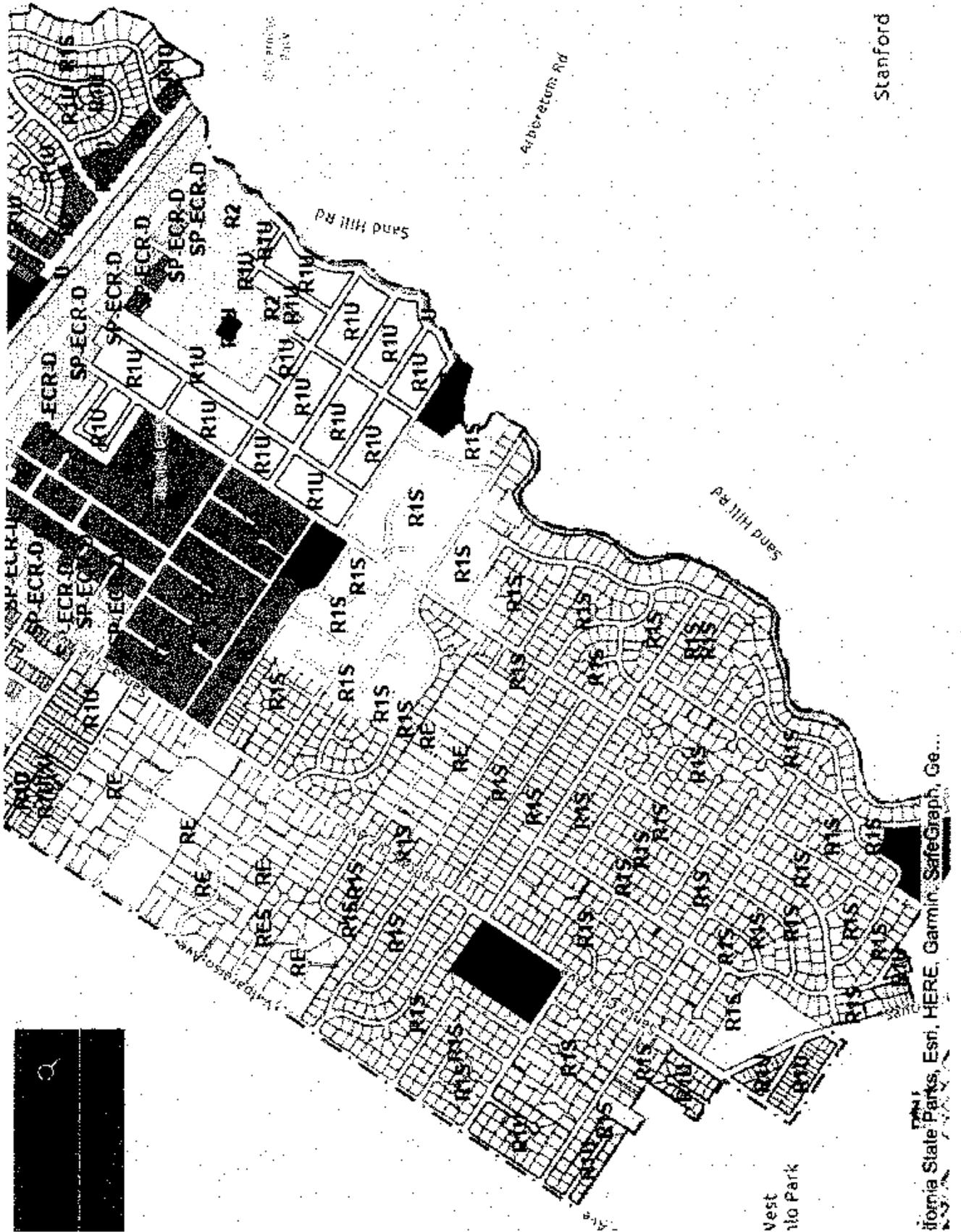


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INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

QUADRANT 3 OF 4



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INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

R-E RESIDENTIAL ESTATE DISTRICT

Chapter 16.10

R-E RESIDENTIAL ESTATE DISTRICT

Sections:

- 16.10.010 Permitted uses.
- 16.10.020 Conditional uses.
- 16.10.030 Development regulations.

**16.10.010 Permitted uses.**

The following uses are permitted in the R-E district:

- (1) Single-family dwellings;
- (2) Secondary dwelling units in accordance with Chapter 16.79;
- (3) Accessory buildings;
- (4) Accessory structures. (Ord. 1006 § 5, 2014; Ord. 1005 § 4 (part), 2014; Prior code § 30.402(A)).

**16.10.020 Conditional uses.**

Conditional uses allowed in the R-E district, subject to obtaining a use permit or, in the case of home occupations, a home occupation permit, are as follows:

- (1) Public utilities in accordance with Chapter 16.76;
- (2) Private schools and churches in accordance with Chapter 16.78;
- (3) Child day care centers in accordance with Chapter 16.78;
- (4) Home occupations in accordance with Section 16.04.340. (Ord. 1005 § 4 (part), 2014; Ord. 850 § 2 (part), 1993; prior code § 30.402(B)).

**16.10.030 Development regulations.**

Development regulations in the R-E district are as follows:

- (1) Minimum lot area: twenty thousand (20,000) square feet;
- (2) Minimum land area per dwelling unit: twenty thousand (20,000) square feet;
- (3) Minimum lot dimensions:
  - (A) One hundred ten feet (110') width,
  - (B) One hundred thirty feet (130') depth;

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### R-E RESIDENTIAL ESTATE DISTRICT

(4) Minimum yards:  
(A) Twenty feet (20') front,  
(B) Twenty feet (20') rear,  
(C) Thirty feet (30') total with a minimum of ten feet (10') on any one (1) side, except street sides of corner lots which shall be a minimum of fifteen feet (15');

(5) Maximum building coverage:

(A) Single-story development:

(i) Building coverage for lots with an area of seven thousand (7,000) square feet or less shall be forty percent (40%),

(ii) Building coverage for lots with an area of between seven thousand (7,000) and ten thousand five hundred (10,500) square feet shall decrease on an even gradient from forty percent (40%) for a lot of seven thousand (7,000) square feet to thirty-five percent (35%) for a lot with ten thousand five hundred (10,500) square feet of area, consistent with the maximum allowed floor area limit (FAL) for the property,

(iii) Building coverage for lots with an area greater than ten thousand five hundred (10,500) square feet shall be thirty-five percent (35%),

(B) Development of two (2) or more stories: thirty percent (30%);

(6) Floor Area Limit (FAL):

(A) The maximum allowed FAL shall be based on the size of the property in accordance with the following regulations:

(i) FAL for lots with less than five thousand (5,000) square feet of area shall be determined by a use permit,

(ii) FAL for lots with an area of between five thousand (5,000) and seven thousand (7,000) square feet shall be two thousand eight hundred (2,800) square feet,

(iii) FAL for lots with greater than seven thousand (7,000) square feet of area shall be two thousand eight hundred (2,800) square feet plus twenty-five percent (25%) of the difference between the lot area and seven thousand (7,000) square feet,

(B) The maximum second floor FAL shall be fifty percent (50%) of the maximum FAL allowed on the property, except that on lots where the length is more

than twice the width, the allowable second story may be the greater of one thousand four hundred (1,400) square feet or:

Width (measured at the front setback line) x the floor area limit

Length (average of both sides)

(7) Maximum Height of Structures. Maximum building height at any one (1) point on the property shall be measured from the lower of the grade or the existing grade directly beneath any portion of the building. Chimneys are excluded from this height limit;

(A) Lots with less than twenty thousand (20,000) square feet of area: twenty-eight feet (28'),

(B) Lots with twenty thousand (20,000) or more square feet of area: thirty feet (30');

(8) Daylight Plane. The daylight planes established by Chapter 16.67 of this title shall apply to all properties in the R-E district;

(9) Where a dwelling is subject to discretionary review, the Planning Commission and/or City Council may require additional regulations. (Ord. 938 § 2, 2005; Ord. 822 § 2 (part), 1991; Ord. 790 §§ 2 (A), 3 (part), 1989; Prior code § 30.402(C)).

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R-E-S RESIDENTIAL ESTATE SUBURBAN DISTRICT

Chapter 16.12

R-E-S RESIDENTIAL ESTATE SUBURBAN DISTRICT

Sections:

- 16.12.010 Permitted uses.
- 16.12.020 Conditional uses.
- 16.12.030 Development regulations.

**16.12.010 Permitted uses.**

The following uses are permitted in the R-E-S district:

- (1) Single-family dwellings;
- (2) Secondary dwelling units in accordance with Chapter 16.79;
- (3) Accessory buildings;
- (4) Accessory structures. (Ord. 1006 § 6, 2014; Ord. 1005 § 5 (part), 2014; Prior code § 30.403(A)).

**16.12.020 Conditional uses.**

Conditional uses allowed in the R-E-S district, subject to obtaining a use permit or, in the case of home occupations, a home occupation permit, are as follows:

- (1) Public utilities in accordance with Chapter 16.76;
- (2) Private schools and churches in accordance with Chapter 16.78;
- (3) Child day care centers in accordance with Chapter 16.78;
- (4) Home occupations in accordance with Section 16.04.340. (Ord. 1005 § 5 (part), 2014; Ord. 850 § 2 (part), 1993; Prior code § 30.403(B)).

**16.12.030 Development regulations.**

Development regulations in the R-E-S district are as follows:

- (1) Minimum lot area: fifteen thousand (15,000) square feet; provided, however, that lots of less than fifteen thousand (15,000) square feet may be permitted, but only in an approved subdivision with the following conditions:

- (A) No lot shall be less than eleven thousand (11,000) square feet in area,

- (B) The average lot size in the subdivision shall not be less than fifteen thousand (15,000) square feet;

- (2) Minimum land area per dwelling unit: fifteen thousand (15,000) square feet;

- (3) Minimum lot dimensions:

- (A) One hundred feet (100') width,

- (B) One hundred feet (100') depth;

- (4) Minimum yards:

- (A) Twenty feet (20') front,

- (B) Twenty feet (20') rear,

- (C) Twenty-five feet (25') total with a minimum of ten feet (10') on any one (1) side, except street sides of corner lots which shall be a minimum of fifteen feet (15');

- (5) Maximum building coverage:

- (A) Single-story development:

- (i) Building coverage for lots with an area of seven thousand (7,000) square feet or less shall be forty percent (40%),

- (ii) Building coverage for lots with an area of between seven thousand (7,000) and ten thousand five hundred (10,500) square feet shall decrease on an even gradient from forty percent (40%) for a lot of seven thousand (7,000) square feet to thirty-five percent (35%) for a lot with ten thousand five hundred (10,500) square feet of area, consistent with the maximum allowed floor area limit (FAL) for the property,

- (iii) Building coverage for lots with an area greater than ten thousand five hundred (10,500) square feet shall be thirty-five percent (35%),

- (B) Development of two (2) or more stories: thirty percent (30%);

- (6) Floor Area Limit (FAL):

- (A) The maximum allowed FAL shall be based on the size of the property in accordance with the following regulations:

- (i) FAL for lots with less than five thousand (5,000) square feet of area shall be determined by a conditional use permit,

- (ii) FAL for lots with an area of between five thousand (5,000) and seven thousand (7,000) square

INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

R-1-S SINGLE-FAMILY SUBURBAN RESIDENTIAL DISTRICT

feet shall be two thousand eight hundred (2,800) square feet,

(iii) FAL for lots with greater than seven thousand (7,000) square feet of area shall be two thousand eight hundred (2,800) square feet plus twenty-five percent (25%) of the difference between the lot area and seven thousand (7,000) square feet,

(B) The maximum second floor FAL shall be fifty percent (50%) of the maximum FAL allowed on the property, except that on lots where the length is more than twice the width, the allowable second story may be the greater of one thousand four hundred (1,400) square feet or:

$$\frac{\text{Width (measured at the front setback line)} \times \text{the floor area limit}}{\text{Length (average of both sides)}}$$

(7) Maximum Height of Structures. Maximum building height at any one (1) point on the property shall be measured from the lower of the grade or the existing grade directly beneath any portion of the building. Chimneys are excluded from this height limit;

(A) Lots with less than twenty thousand (20,000) square feet of area: twenty-eight feet (28’),

(B) Lots with twenty thousand (20,000) or more square feet of area: thirty feet (30’);

(8) Daylight Plane. The daylight planes established by Chapter 16.67 of this title shall apply to all properties in the R-E-S district;

(9) Where a dwelling is subject to discretionary review, the Planning Commission and/or City Council may require additional regulations. (Ord. 938 § 3, 2005; Ord. 822 § 2 (part), 1991; Ord. 790 §§ 2 (B), 3 (part), 1989; Prior code § 30.403(C)).

Chapter 16.14

R-1-S SINGLE-FAMILY SUBURBAN RESIDENTIAL DISTRICT

Sections:

- 16.14.010 Permitted uses.
- 16.14.020 Conditional uses.
- 16.14.030 Development regulations.

16.14.010 Permitted uses.

The following uses are permitted in the R-1-S district:

- (1) Single-family dwellings;
- (2) Secondary dwelling units in accordance with Chapter 16.79;
- (3) Accessory buildings;
- (4) Accessory structures. (Ord. 1006 § 7, 2014; Ord. 1005 § 6 (part), 2014; Prior code § 30.404(A)).

16.14.020 Conditional uses.

Conditional uses allowed in the R-1-S district, subject to obtaining a use permit or, in the case of home occupations, a home occupation permit are as follows:

- (1) Public utilities in accordance with Chapter 16.76;
- (2) Private schools and churches in accordance with Chapter 16.78;
- (3) Child day care centers in accordance with Chapter 16.78;
- (4) Home occupations in accordance with Section 16.04.340. (Ord. 1005 § 6 (part), 2014; Ord. 850 § 2 (part), 1993; Prior code § 30.404(B)).

16.14.030 Development regulations.

Development regulations in the R-1-S district are as follows:

- (1) Minimum lot area: ten thousand (10,000) square feet;
- (2) Minimum land area per dwelling unit: ten thousand (10,000) square feet;
- (3) Minimum lot dimensions:
  - (A) Eighty feet (80’) width,
  - (B) One hundred feet (100’) depth;

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R-1-S SINGLE-FAMILY SUBURBAN RESIDENTIAL DISTRICT

- (4) Minimum yards:
  - (A) Twenty feet (20') front,
  - (B) Twenty feet (20') rear,
  - (C) Ten feet (10') side, except street sides of corner lots which shall be a minimum of twelve feet (12');
- (5) Maximum building coverage:
  - (A) Single-story development:
    - (i) Building coverage for lots with an area of seven thousand (7,000) square feet or less shall be forty percent (40%),
    - (ii) Building coverage for lots with an area of between seven thousand (7,000) and ten thousand five hundred (10,500) square feet shall decrease on an even gradient from forty percent (40%) for a lot of seven thousand (7,000) square feet to thirty-five percent (35%) for a lot with ten thousand five hundred (10,500) square feet of area, consistent with the maximum allowed floor area limit (FAL) for the property,
    - (iii) Building coverage for lots with an area greater than ten thousand five hundred (10,500) square feet shall be thirty-five percent (35%),
  - (B) Development of two (2) or more stories: thirty-five percent (35%);
- (6) Floor area limit (FAL):
  - (A) The maximum allowed FAL shall be based on the size of the property in accordance with the following regulations:
    - (i) FAL for lots with less than five thousand (5,000) square feet of area shall be determined by a conditional use permit,
    - (ii) FAL for lots with an area of between five thousand (5,000) and seven thousand (7,000) square feet shall be two thousand eight hundred (2,800) square feet,
    - (iii) FAL for lots with greater than seven thousand (7,000) square feet of area shall be two thousand eight hundred (2,800) square feet plus twenty-five percent (25%) of the difference between the lot area and seven thousand (7,000) square feet,
  - (B) The maximum second floor FAL shall be fifty percent (50%) of the maximum FAL allowed on the property, except that on lots where the length is more than twice the width, the allowable second story may

be the greater of one thousand four hundred (1,400) square feet or:

$$\frac{\text{Width (measured at the front setback line) x the floor area limit}}{\text{Length (average of both sides)}}$$

- (7) Maximum Height of Structures. Maximum building height at any one (1) point on the property shall be measured from the lower of the grade or the existing grade directly beneath any portion of the building. Chimneys are excluded from this height limit:
  - (A) Lots with less than twenty thousand (20,000) square feet of area: twenty-eight feet (28'),
  - (B) Lots with twenty thousand (20,000) or more square feet of area: thirty feet (30');
- (8) Daylight Plane. The daylight planes established by Chapter 16.67 of this title shall apply to all properties in the R-1-S district;
- (9) Where a dwelling is subject to discretionary review, the Planning Commission and/or City Council may require additional regulations. (Ord. 938 § 4, 2005; Ord. 822 § 2 (part), 1991; Ord. 790 §§ 2 (C), 3 (part), 1989; Prior code § 30.404(C)).

**INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS**

**R-1-S (FG) SINGLE-FAMILY SUBURBAN RESIDENTIAL DISTRICT (FELTON GABLES)**

**Chapter 16.15**

**R-1-S (FG) SINGLE-FAMILY SUBURBAN  
RESIDENTIAL DISTRICT (FELTON  
GABLES)**

**Sections:**

- 16.15.010 Permitted uses.
- 16.15.020 Conditional uses.
- 16.15.030 Development regulations.

**16.15.010 Permitted uses.**

The following uses are permitted in the R-1-S (FG) district:

- (1) Single-family dwellings;
- (2) Secondary dwelling units in accordance with Chapter 16.79;
- (3) Accessory buildings;
- (4) Accessory structures. (Ord. 1006 § 8, 2014; Ord. 1005 § 7 (part), 2014; Ord. 801 § 1 (part), 1989).

**16.15.020 Conditional uses.**

Conditional uses allowed in the R-1-S (FG) district, subject to obtaining a use permit or, in the case of home occupations, a home occupation permit, are as follows:

- (1) Public utilities in accordance with Chapter 16.76;
- (2) Private schools and churches in accordance with Chapter 16.78;
- (3) Child day care centers in accordance with Chapter 16.78;
- (4) Home occupations in accordance with Section 16.04.340. (Ord. 1005 § 7 (part), 2014).

**16.15.030 Development regulations.\***

Development regulations in the R-1-S (FG) district shall be the same as those in the R-1-S district except for the following:

\* Code reviser's note: These provisions were previously numbered as Section 16.15.020. The section has been editorially renumbered to avoid duplication and for consistency with numbering in other chapters.

(1) Maximum building coverage: thirty-five percent (35%);

(2) Maximum floor area limit (FAL): two thousand eight hundred (2,800) square feet plus twenty percent (20%) times (lot area minus seven thousand (7,000) square feet);

(3) Daylight Plane. A daylight plane for the main dwelling unit shall begin at each side property line, shall extend directly upwards above the natural grade of each side property line for a distance of twenty (20) feet minus the width of the adjacent required yard, and shall then slope inwards towards the interior of the lot at a thirty-four (34) degree angle. As used in this section, the natural grade of a side property line is the average grade of the highest and lowest points of the natural grade of the lot at the side property line. No portion of the structure shall intrude beyond the daylight plane except for dormers and gables as provided below and chimneys, vents, antennas, flues, and solar collectors.

Gables and dormers may intrude into the daylight plane of a lot that is ten thousand (10,000) square feet or less. The permitted intrusion shall decrease on an even gradient from ten (10) feet in the case of a five (5) foot required side setback to no permitted intrusion in the case of an eight (8) foot required side setback. Thus the permitted intrusion will be six (6) feet, eight (8) inches in the case of a six (6) foot required side setback, five (5) feet in the case of a six and one-half (6.5) foot required side setback, and three (3) feet, four (4) inches in the case of a seven (7) foot required side setback. Calculations of the permitted intrusion shall include fractional computations when necessary to maintain the even gradient. Gables and dormers may intrude into the daylight plane on one (1) side of a lot only. The gable or dormer must not extend beyond a triangle described as follows:

(A) The base of the triangle is the line formed by the intersection of the building wall with the daylight plane;

(B) The aggregate length of the bases of all triangles intruding into a daylight plane shall not exceed thirty (30) feet; and



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**R-1-S (FG) SINGLE-FAMILY SUBURBAN RESIDENTIAL DISTRICT (FELTON GABLES)**

(C) The triangle must be entirely within the maximum building height. (Ord. 1018 § 2, 2016; Ord. 1006 § 19, 2014; Ord. 938 § 5, 2005; Ord. 801 § 1 (part), 1989. Formerly 16.15.020).

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# INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

## R-1-U SINGLE FAMILY URBAN RESIDENTIAL DISTRICT

### Chapter 16.16

#### R-1-U SINGLE FAMILY URBAN RESIDENTIAL DISTRICT

##### Sections:

- 16.16.010 Permitted uses.
- 16.16.020 Conditional uses.
- 16.16.030 Development regulations.

##### 16.16.010 Permitted uses.

The following uses are permitted in the R-1-U district:

- (1) Single-family dwellings;
- (2) Secondary dwelling units in accordance with Chapter 16.79;
- (3) Accessory buildings;
- (4) Accessory structures. (Ord. 1006 § 9, 2014; Ord. 1005 § 8 (part), 2014; Prior code § 30.405(A)).

##### 16.16.020 Conditional uses.

Conditional uses allowed in the R-1-U district, subject to obtaining a use permit or, in the case of home occupations, a home occupation permit, are as follows:

- (1) Public utilities in accordance with Chapter 16.76;
- (2) Private schools and churches in accordance with Chapter 16.78;
- (3) Child day care centers in accordance with Chapter 16.78;
- (4) Home occupations in accordance with Section 16.04.340. (Ord. 1005 § 8 (part), 2014; Ord. 850 § 2 (part), 1993; Prior code § 30.405(B)).

##### 16.16.030 Development regulations.

Development regulations in the R-1-U district are as follows:

- (1) Minimum lot area: seven thousand (7,000) square feet;
- (2) Minimum land area per dwelling unit: seven thousand (7,000) square feet;
- (3) Minimum lot dimensions:
  - (A) Sixty-five feet (65') width,

- (B) One hundred feet (100') depth;
- (4) Minimum yards:
  - (A) Twenty feet (20') front,
  - (B) Twenty feet (20') rear,
  - (C) Ten percent (10%) of minimum lot width for sides but not less than five feet (5') or more than ten feet (10'), except street sides of corner lots which shall be a minimum of twelve feet (12');
- (5) Maximum building coverage:
  - (A) Single-story development:
    - (i) Building coverage for lots with an area of seven thousand (7,000) square feet or less shall be forty percent (40%),
    - (ii) Building coverage for lots with an area of between seven thousand (7,000) and ten thousand five hundred (10,500) square feet shall decrease on an even gradient from forty percent (40%) for a lot of seven thousand (7,000) square feet to thirty-five percent (35%) for a lot with ten thousand five hundred (10,500) square feet of area, consistent with the maximum allowed floor area limit (FAL) for the property,
    - (iii) Building coverage for lots with an area greater than ten thousand five hundred (10,500) square feet shall be thirty-five percent (35%),
  - (B) Development of two (2) or more stories: thirty-five percent (35%);
  - (6) Floor area limit (FAL):
    - (A) The maximum allowed FAL shall be based on the size of the property in accordance with the following regulations:
      - (i) FAL for lots with less than five thousand (5,000) square feet of area shall be determined by a conditional use permit,
      - (ii) FAL for lots with an area of between five thousand (5,000) and seven thousand (7,000) square feet shall be two thousand eight hundred (2,800) square feet,
      - (iii) FAL for lots with greater than seven thousand (7,000) square feet of area shall be two thousand eight hundred (2,800) square feet plus twenty-five percent (25%) of the difference between the lot area and seven thousand (7,000) square feet,
    - (B) The maximum second floor FAL shall be fifty percent (50%) of the maximum FAL allowed on the

INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

R-1-U (LM) SINGLE FAMILY URBAN RESIDENTIAL DISTRICT (LORELEI MANOR)

property, except that on lots where the length is more than twice the width, the allowable second story may be the greater of one thousand four hundred (1,400) square feet or:

$$\frac{\text{Width (measured at the front setback line) x the floor area limit}}{\text{Length (average of both sides)}}$$

(7) **Maximum Height of Structures.** Maximum building height at any one point on the property shall be measured from the lower of the grade or the existing grade directly beneath any portion of the building. Chimneys are excluded from this height limit;

(A) Lots with less than twenty thousand (20,000) square feet of area: twenty-eight feet (28');

(B) Lots with twenty thousand (20,000) or more square feet of area: thirty feet (30');

(8) **Daylight Plane.** The daylight planes established by Chapter 16.67 of this title shall apply to all properties in the R-1-S district;

(9) Where a dwelling is subject to discretionary review, the Planning Commission and/or City Council may require additional regulations. (Ord. 938, § 6, 2005; Ord. 822 §§ 1, 2 (part), 1991; Ord. 790 §§ 2 (D), 3 (part), 1989; Prior code § 30.405(C)).

**Chapter 16.17**

**R-1-U (LM) SINGLE FAMILY URBAN RESIDENTIAL DISTRICT (LORELEI MANOR)**

**Sections:**

- 16.17.010 Permitted uses.
- 16.17.020 Conditional uses.
- 16.17.030 Development regulations.

**16.17.010 Permitted uses.**

The following uses are permitted in the R-1-U (LM) district:

- (1) Single-family dwellings;
- (2) Secondary dwelling units in accordance with Chapter 16.79;
- (3) Accessory buildings;
- (4) Accessory structures. (Ord. 1006 § 10, 2014; Ord. 1005 § 9 (part), 2014; Ord. 948 § 3 (part), 2006).

**16.17.020 Conditional uses.**

Conditional uses allowed in the R-1-U (LM) district, subject to obtaining a use permit or, in the case of home occupations, a home occupation permit are as follows:

- (1) Public utilities in accordance with Chapter 16.76;
- (2) Private schools and churches in accordance with Chapter 16.78;
- (3) Child day care centers in accordance with Chapter 16.78;
- (4) Home occupations in accordance with Section 16.04.340. (Ord. 1005 § 9 (part), 2014; Ord. 948 § 3 (part), 2006).

**16.17.030 Development regulations.**

Development regulations in the R-1-U (LM) district are as follows:

- (1) Minimum lot area: four thousand nine hundred (4,900) square feet for lots in existence prior to June 1, 2006 and a minimum of seven thousand (7,000) square feet for any lot created or subdivided after June 1, 2006;

## INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

### R-1-U (LM) SINGLE FAMILY URBAN RESIDENTIAL DISTRICT (LORELEI MANOR)

(2) Minimum land area per dwelling unit: four thousand nine hundred (4,900) square feet;

(3) Minimum lot dimensions:

(i) Forty feet (40') width;

(ii) Seventy-five feet (75') depth;

(4) Minimum yards:

(i) Below ground:

a. Fifteen feet (15') front;

b. Fifteen feet (15') rear;

c. Five feet (5') interior sides, except that an interior side yard of three feet (3') may be allowed subject to written approval of the owner(s) of contiguous property abutting the portion of the structure with the reduced yard or a use permit in accordance with Chapter 16.82;

d. Twelve feet (12') street sides of corner lots;

(ii) Above ground:

a. Twenty feet (20') front;

b. Twenty feet (20') rear;

c. Five feet (5') for ground floor interior sides, except that a ground floor interior side yard of three feet (3') for up to a maximum twenty-foot (20') length may be allowed subject to written approval of the owner(s) of contiguous property abutting the portion of the structure with the reduced yard or a use permit in accordance with Chapter 16.82;

d. Ten feet (10') for second floor interior sides;

e. Twelve feet (12') for street sides of corner lots;

(iii) Yard encroachments: Permitted yard encroachments are as follows:

a. Architectural features on the single-family dwelling, such as cornices, eaves, canopies, fireplaces and bay windows in accordance with the following:

1. Where the required yard is twelve feet (12') or greater, cornices, eaves, canopies, fireplaces, and bay windows seven feet (7') or less in length and which do not provide foundation may extend up to a maximum of three feet (3') into the required yard, with the exception that bay windows are limited to no more than two (2) per building elevation for a cumulative total length of not more than thirty percent (30%) of the length of the building wall on which the bay windows are located;

2. Where the required yard is five feet, (5') cornices, eaves, canopies, fireplaces, and bay windows four feet (4') or less in length and which do not provide foundation may extend up to a maximum of eighteen inches (18") into the required yard, with the exception that bay windows are limited to no more than two (2) per building elevation for a cumulative total length of not more than thirty percent (30%) of the length of the building wall on which the bay windows are located;

3. Where the required yard is less than five feet (5'), no yard encroachments are permitted;

b. Porches, decks, landing places or stairways, if open and uncovered, may project a maximum of five feet (5') into any required above ground front or rear yard;

c. Balconies may be permitted in accordance with Section 16.60.020;

(5) Maximum impervious surface area: Seventy-five percent (75%) of the lot area;

(6) Maximum building coverage:

(i) Single-story development:

a. Building coverage for lots with an area of seven thousand (7,000) square feet or less shall be forty percent (40%);

b. Building coverage for lots with an area of between seven thousand (7,000) and ten thousand five hundred (10,500) square feet shall decrease on an even gradient from forty percent (40%) for a lot of seven thousand (7,000) square feet to thirty-five percent (35%) for a lot with ten thousand five hundred (10,500) square feet, consistent with the maximum allowed Floor Area Limit (FAL) for the property;

c. Building coverage for lots with an area greater than ten thousand five hundred (10,500) square feet shall be thirty-five percent (35%);

(ii) Development of two (2) or more stories: Thirty-five percent (35%);

(7) Floor Area Limit (FAL):

(i) The maximum allowed FAL shall be based on the size of the property in accordance with the following regulations:

a. FAL for lots with an area of between four thousand nine hundred (4,900) and seven thousand

## INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

### R-1-U (LM) SINGLE FAMILY URBAN RESIDENTIAL DISTRICT (LORELEI MANOR)

(7,000) square feet shall be two thousand eight hundred (2,800) square feet;

b. FAL for lots with greater than seven thousand (7,000) square feet shall be two thousand eight hundred (2,800) square feet plus twenty-five percent (25%) of the difference between the lot area and seven thousand (7,000) square feet;

(ii) The maximum second floor FAL shall be forty percent (40%) of the maximum FAL allowed on the property, except that a second floor FAL of fifty percent (50%) may be allowed subject to written approval of all owner(s) of contiguous properties or a use permit in accordance with Chapter 16.82;

(8) Horizontal wall length of second floor side wall: thirty feet (30') unless articulated by a minimum three foot (3') step back in wall alignment for a minimum of five feet (5'), except that the wall may extend on a continuous plane beyond thirty feet (30') subject to written approval of the owner(s) of contiguous property abutting the portion of the structure with the extended side wall or a use permit in accordance with Chapter 16.82;

(9) Second floor windows: Second floor windows and windows located in stair landings, except those fronting on a public street, shall either have a minimum five foot (5') sill height as measured from the finished floor level of the second floor or stair landing or shall use fixed textured or other image-distorting glass for the portion of the window placed less than five feet (5') above the finished floor level of the second floor or stair landing. Subject to written approval of the owner(s) of contiguous property abutting the portion of the structure with the second floor or stair landing windows or a use permit in accordance with Chapter 16.82, these window requirements may be modified or eliminated;

(10) Maximum height of structures: Maximum building height at any one point on the property shall be measured from the lower of the grade or the existing grade directly beneath any portion of the building. Chimneys are excluded from this height limit:

(i) One-story single-family development: Twenty feet (20');

(ii) Two-story single-family development: Twenty-eight feet (28');

(11) Daylight Plane. A daylight plane for the main dwelling unit shall begin a minimum of five (5) feet from the side property line and extend directly upwards from the grade of the property for a distance of fifteen (15) feet, six (6) inches (vertical plane), and then slope inwards towards the interior of the lot at a forty-five (45) degree angle. The vertical plane may be extended to a maximum height of nineteen (19) feet, six (6) inches above grade subject to written approval of the owner(s) of contiguous property abutting the extended vertical plane or a use permit in accordance with Chapter 16.82. No portion of the structure shall intrude beyond the daylight plane except for dormers and gables as provided below and chimneys, vents, flues and eave overhangs. Solar collectors and antennas may intrude subject to written approval of the owner(s) of contiguous property abutting the intrusion or a use permit in accordance with Chapter 16.82;

Gables and dormers may intrude into the daylight plane. The permitted intrusion shall decrease on an even gradient from ten (10) feet in the case of a five (5) foot required above ground side yard to no permitted intrusion at an eight (8) foot required above-ground side yard. Calculation of the permitted intrusion shall include fractional computation when necessary to maintain the even gradient. The intrusion shall be measured along the uppermost horizontal roofline of the gable or dormer. The gable or dormer intrusion must not extend beyond a triangle in the plane of the building face described as follows:

(i) The base of the triangle is the line formed by the intersection of the building wall with the daylight plane;

(ii) The aggregate length of the bases of all triangles intruding into the daylight planes must not exceed thirty (30) feet, of which no more than twelve (12) feet may occur at an interior side yard;

(iii) The triangle is limited to a maximum peak height of twenty-four (24) feet above grade;

(12) Mechanical equipment, ground mounted: Mechanical equipment may be constructed with or

## INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

subsequent to the construction of a single-family dwelling subject to the following requirements when ground mounted:

(i) The mechanical equipment shall be located in the rear half of the lot, except that equipment that is screened from view may be located in the front half of the lot subject to written approval of the owner(s) of contiguous property abutting the location of the equipment or a use permit in accordance with Chapter 16.82;

(ii) The mechanical equipment shall be located a minimum of five feet (5') from any property line;

(iii) The mechanical equipment shall not exceed fifty (50) dBA as measured at the nearest property line;

(13) Parking: Two (2) spaces per single-family dwelling, at least one (1) of which shall be a covered space in accordance with the following:

(i) A covered space is a paved and accessible space covered by a solid roof for the storage of automobiles including garages and carports. The space shall have clear interior dimensions of nine feet (9') in width by nineteen feet (19') in depth;

(ii) An uncovered space is an accessible space paved or surfaced with an all-weather, weed-free, fire-resistant surface for the parking of an automobile. The space shall be eight feet, six inches (8' 6") in width by eighteen feet, six inches (18' 6") in depth, with a one-foot (1') increase in width if adjacent to an obstruction located less than three feet (3') from the required space;

(iii) Tandem parking within a fully enclosed garage may be used to meet the parking requirement. An uncovered space shall not be in tandem with any other required space;

(iv) The required parking shall not be located in a required front yard;

(v) The required parking shall be located a minimum of three feet (3') from any side or rear property line;

(14) Where a dwelling is subject to discretionary review, the Planning Commission and/or City Council may require additional regulations. (Ord. 1006 § 20, 2014; Ord. 948 § 3 (part), 2006).

Attachment B: Non-Single-Family Sites Affected by the Ballot Measure

APN	LotArea (SF)	Lot Area (AC)	SitusStreetNo	SitusStreetName	PUCCodeDescription	Notes
062460090	1787861.0	41.0	320	MIDDLEFIELD	Educational Facility	St. Patrick's Seminary
061370030	418269.0	9.6	250	OAK GROVE	Church	Vallombrosa Center
074451030	344206.9	7.9			Golf Course	Golf course
061370040	217772.0	5.0	1250	LAUREL	School	Nativity School
071071070	211908.4	4.9	1105	VALPARAISO	Church	LDS Church
74260740	191267.5	4.4	2650	SAND HILL	Church	St Bede's Episcopal Church
074351100	172115.1	4.0	2250	AVY	Church	St Denis Parish
071071030	171123.0	3.9			School	St. Raymond School
71071060	149050.5	3.4	1100	SANTA CRUZ	School	
061360030	131865.9	3.0	1250	LAUREL	Church	
055260230	124752.8	2.9	50	TERMINAL	School	Beechwood
71084190	118548.7	2.7	950	SANTA CRUZ	Church	Menlo Church
055303110	113094.0	2.6	320	SHERIDAN	School	
074452040	92788.3	2.1			Golf Course	
71071040	85775.2	2.0			Church	St. Raymond Catholic Church
062460100	85343.7	2.0	320	MIDDLEFIELD	C/I Misc.	Menlo Park Fire Station 1
062460050	82310.7	1.9			Vacant Land	Seminary Oaks Park
055303310	67850.0	1.6	260	VAN BUREN	Residential: Five or More Units	
61021550	63018.9	1.4	71	BAY	Church	Home of Christ
071263030	55008.0	1.3	1100	MIDDLE	Church	New Community Church
063425260	45459.8	1.0	211	OAK	Water Co.	O'Connor Water Company
062390050	43749.4	1.0	201	RAVENSWOOD	Church	First Church of Christ Scienti
74311600	40343.3	0.9			Vacant Land	
062385040	14100.1	0.3	614	CENTRAL	Residential: Fourplex	
074211010	12494.5	0.3	735	MONTE ROSA	Nursing, Convalescent Home	
74086360	12453.7	0.3	2100	SHARON	Residential: Duplex	
062272330	12107.9	0.3	231	WILLOW	Residential: Combination of Unit Types	
71213010	12029.0	0.3	1080	COTTON	Vacant Land	
062284110	11218.1	0.3	641	COLEMAN	School	
071382250	10885.0	0.2	1239	MIDDLE	Nursing, Convalescent Home	
55321020	9349.6	0.2	203	TERMINAL	School	
063452390	9294.7	0.2			Vacant Land	
71082170	9204.2	0.2	1353	UNIVERSITY	Residential: Combination of Unit Types	
055342470	9189.4	0.2	1306	CHILCO	Church	
063441020	9034.7	0.2	2030	MENALTO	Nursing, Convalescent Home	
55351080	7994.4	0.2			Highways & Streets	Community Garden
055323180	7844.9	0.2	205	MARKET	Residential: Fourplex	
062370160	7444.2	0.2	525	POPE	Residential: Duplex	
55323190	7315.4	0.2	1108	DEL NORTE	Residential: Fourplex	
062365040	6999.8	0.2	404	LAUREL	Residential: Combination of Unit Types	
062205170	6999.0	0.2			Vacant Land	
074311590	6903.7	0.2			Golf Course	
063453080	6309.4	0.1			Vacant Land	
055341070	6122.8	0.1	1410	CHILCO	Church	
055292490	5992.4	0.1	168	HEDGE	School	
62311270	5955.8	0.1	575	GILBERT	Residential: Duplex	
071405200	5708.6	0.1	880	CAMBRIDGE	Residential: Duplex	
062366020	4999.9	0.1	402	CENTRAL	Residential: Combination of Unit Types	
055342480	4817.3	0.1	1310	CHILCO	Church	
055342460	4383.6	0.1	1315	HENDERSON	Church	
074230420	3993.8	0.1	920	SHARON PARK	Water Co.	Menlo Park Pump Station
63142120	3497.0	0.1	2168	MENALTO	Vacant Land	
074184100	2803.9	0.1			Highways & Streets	

Source: Menlo Park Geographic Information Systems (GIS)



**STAFF REPORT**

**City Council**  
**Meeting Date:** 7/26/2022  
**Staff Report Number:** 22-142-CC

**Public Hearing:** **Determination of action, pursuant to Elections Code Section 9215, regarding the proposed initiative measure entitled “A Citizen-Sponsored Initiative Measure to Amend the Land Use Element of the General Plan to Prohibit the City Council of the City of Menlo Park from Re-Designating or Re-Zoning Certain Properties Designated and Zoned for Single Family Detached Homes”**

**Recommendation**

Staff recommends the City Council take one of the following actions as required by California Elections Code Section 9215:

- A. Adopt an ordinance of the City Council of the City of Menlo Park adopting the citizen sponsored initiative measure to amend the Land Use Element of the General Plan to prohibit the City Council of the City of Menlo Park from re-designating or re-zoning certain properties designated and zoned for single family detached homes (Attachment A); or
- B. Adopt a resolution of the City Council of the City of Menlo Park adopting the citizen sponsored initiative measure to amend the Land Use Element of the General Plan to prohibit the City Council of the City of Menlo Park from re-designating or re-zoning certain properties designated and zoned for single family detached homes; establishing the schedule for submission of ballot arguments; and authorizing and requesting the County of San Mateo conduct the election (Attachment B.)

**Background**

Through the General Plan and Zoning Ordinance, the City Council of the City of Menlo Park has designated certain property in the City of Menlo Park for single family detached homes. Under the General Plan, many such properties have a “Very Low Density Residential” or “Low Density Residential” land use designation.

The Citizen-Sponsored Initiative proposes an amendment to the Land Use Element of the General Plan that would prohibit the City Council of the City of Menlo Park from (1) changing the General Plan designation of properties that were designated very low density residential or low density residential as of April 15, 2022; and (2) re-zoning properties that were zoned Residential Estate (R-E), Residential Estate Suburban (R-E-S), Single Family Suburban Residential (R-1-S), Single Family Suburban Residential (Felton Gables) (R-1-S (FG), Single Family Urban Residential (R-1-U), or Single-Family Urban Residential (Lorelei Manor) (R-1-U (LM) as of April 15, 2022.

Under the Citizen-Sponsored Initiative, properties designated very low density residential or low density residential, and properties zoned R-E, R-E-S, R-1-S, R-1-S (FG), R-1-U or R-1-U (LM) as of April 15, 2022, could only be re-designated or re-zoned for other uses or denser residential uses by a majority vote of the people of the City of Menlo Park at a regular election.



The “very low density residential” designation provides for single family detached homes, secondary dwelling units, public and quasi-public uses, and similar and compatible uses at a maximum density of 2.9 units per acre. Properties with a “very low density residential” designation are zoned R-E or R-E-S.

The “low density residential” designation provides for single family detached homes, secondary dwelling units, public and quasi-public uses, and similar and compatible uses at a maximum density of 8.9 units per acre. Properties with a “low density residential” designation are zoned R-1-S (Single Family Suburban Residential), R-1-S (FG) (Single Family Suburban Residential (Felton Gables)), R-1-U (Single Family Urban Residential), and R-1-U (LM) (Single Family Urban Residential (Lorelei Manor.))

Most of the property in the City of Menlo Park designated very low density residential or low density residential is improved with single family homes. However, certain properties with these land use designations currently have other uses (such as public utilities, private schools, churches, child care centers and a fire station) or are unimproved.

The Citizen-Sponsored Initiative only impacts properties designated very low density residential or low density residential, and properties zoned R-E, R-E-S, R-1-S, R-1-S (FG), R-1-U and R-1-U (LM) as of April 15, 2022. It does not impact the City Council’s authority to re-designate or re-zone properties that had other designations and zoning April 15, 2022.

## Analysis

On April 15, 2022, the petition for the Proposed Initiative was filed with the city clerk of the City of Menlo Park (Elections Code Section 9208) within the required time following the publication date. The city clerk determined that the proponents submitted 2,011 valid signatures, which exceeded the minimum number of 1,984 signatures required.

The city clerk initiated the review of the petition, according to required Elections Code provisions, including format, content, circulation dates and circulator’s declaration.

Signature verification is performed by the County of San Mateo, Office of the Assessor-County Clerk-Recorder and Elections (County.) Having completed the comprehensive review of signatures, by letter dated July 15, 2022, the County signed a certification on sufficiency and notified the proponents of the certification.

Based on the validation of the petition format and content (Elections Code Section 9239) along with the signature verification (Elections Code Sections 9215, 9240), the city clerk certified the petition as sufficient to qualify as an initiative petition for the ballot.

On June 28, 2022, the city clerk certified the sufficiency of the petition to the City Council.

Following certification of the signatures, Elections Code Sections 9211, 9114, and 9115 require that the petition be brought to the City Council at the City Council’s next regular meeting.

Elections Code Section 9215 requires that the City Council choose from one of the following courses of action:

- A. Adopt the ordinance, without alteration, at the regular meeting at which the certification of the petition is presented, or within 10 days after it is presented; or
- B. Submit the ordinance, without alteration, to the voters pursuant to Elections Code Section 1405; or
- C. Order a report pursuant to Elections Code Section 9212 at the regular meeting at which the certification

of the petition is presented. When the report is presented to the City Council, the City Council is required to either adopt the ordinance within 10 days or order an election pursuant to subdivision (b.)

On June 28, 2022, staff presented the City Council with the above three options. The City Council unanimously selected option C and ordered a report pursuant to Elections Code Section 9212. Pursuant to Elections Code Section 9212, if the City Council orders the report pursuant to Elections Code Section 9212, the report would need to be presented to the City Council no later than July 28, 2022. That report has been presented to the City Council under separate agenda item at this July 26, 2022, City Council meeting.

Pursuant to Elections Code Section 9212, within 10 days of the report being presented to the City Council, the City Council is required to either adopt the ordinance (Attachment A) or order an election (Attachment B.) Staff recommends that the City Council choose between one of these two options at the July 26, 2022, City Council meeting, as the next regularly scheduled City Council meeting is August 9, which occurs more than 10 days after the report is presented to the City Council. Each of these two options is discussed below.

Adopt the ordinance

If the City Council proceeds with adopting the proposed ordinance without alteration (Attachment A), it would be considered adopted July 26, 2022, and would be effective 30 days from this meeting date. Per Elections Code Section 9217, “No ordinance that is either proposed by initiative petition and adopted by the vote of the legislative body of the city without submission to the voters, or adopted by the voters, shall be repealed or amended except by a vote of the people, unless provision is otherwise made in the original ordinance.” If the City Council elects this option, 30 days following adoption of the ordinance, the General Plan would be amended in the manner set forth in the Proposed Initiative.

Submit ordinance to the voters

If the City Council submits the ordinance to the voters, the City is required to place the measure on the City’s next regular election which would be November 8, 2022 (Elections Code Sections 9215, 1405(a)) (Attachment B.) The Elections Code also authorizes the City Council to schedule a special election to submit an initiative measure to the voters in some circumstances. However, the City Council does not have that option in this case because there are no eligible special election dates between now and the November 8, 2022 general election.

The City of Menlo Park, together with many other jurisdictions in the County of San Mateo, requests election services from the County of San Mateo to consolidate election costs. In so doing, the City realizes significant savings in personnel time and costs associated with running a municipal election. However, to have the County assist with the City’s municipal election, the Elections Code requires that the City Council request such assistance via resolution.

The resolution attached as Attachment B orders the Proposed Initiative submitted to the voters at the November 8, 2022 general election, and requests that the County assist with and conduct the election. The resolution also establishes the following ballot language to be submitted to the voters:

Shall the measure, which prohibits the City Council of the City of Menlo Park from re-zoning or re-designating certain properties that were zoned and designated for single family detached homes as of April 15, 2022, be adopted?	YES
	NO

If the City Council elects this option, the ballot language, above, along with the complete text of the Proposed Initiative would be placed on the November 8, 2022 ballot. This measure will require the approval of a majority vote of the City of Menlo Park voters voting on the measure to become effective. If it is approved the measure would become effective ten (10) days following the date the vote is declared by the City Council in accordance with Elections Code Section 9217.

### **Impact on City Resources**

According to the San Mateo County Chief Elections Officer and Assessor-County Clerk-Recorder for election services, the estimated cost of consolidated election services for one ballot measure is approximately between \$36,000 and \$43,200. The estimated cost of consolidated election services for the three City Council seats and one ballot measure is approximately between \$72,300 and \$86,800. Funds are included in the fiscal year 2022-23 budget.

### **Environmental Review**

The proposed actions are not projects under CEQA Guidelines Section 15378 (b)(3.) A project under CEQA does not include “[t]he submittal of proposals to a vote of the people of the state or a particular community that does not involve a public agency sponsored initiative.” (Stein v. City of Santa Monica (1980) 110 Cal. App.3d 458; *Friends of Sierra Madre v. City of Sierra Madre* (2001) 25 Cal. 4th 165.)

### **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. An ordinance of the City Council of the City of Menlo Park Adopting the Citizen Sponsored Initiative Measure to Amend the Land Use Element of the General Plan to Prohibit the City Council of the City of Menlo Park from re-designating or re-zoning certain properties designated and zoned for single family detached homes
- B. A resolution of the City Council of the City of Menlo Park Adopting the citizen sponsored initiative measure to amend the Land Use Element of the General Plan to prohibit the City Council of the City of Menlo Park from re-designating or re-zoning certain properties designated and zoned for Single family detached homes; establishing the schedule for submission of ballot arguments; and authorizing and requesting the County of San Mateo conduct the election

Report prepared by:  
Nira F. Doherty, City Attorney

Report reviewed by:  
Judi A. Herren, Assistant to the City Manager/City Clerk

## ORDINANCE NO. XXXX

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
ADOPTING THE CITIZEN-SPONSORED INITIATIVE MEASURE TO AMEND  
THE LAND USE ELEMENT OF THE GENERAL PLAN TO PROHIBIT THE CITY  
COUNCIL OF THE CITY OF MENLO PARK FROM RE-DESIGNATING OR RE-  
ZONING CERTAIN PROPERTIES DESIGNATED AND ZONED FOR SINGLE  
FAMILY DETACHED HOMES**

WHEREAS, on April 15, 2022, a Notice of Intent to Circulate a Petition was filed with the City's Elections Official with a request that a title and summary be prepared for the measure; and

WHEREAS, the City Attorney provided a title and summary for the proposed Initiative to the proponents; and

WHEREAS, the Petition regarding the Initiative was filed with the Election's Official on May 24, 2022 bearing 2,976 unverified signatures; and

WHEREAS, to qualify for the ballot, proponents were required to obtain 1,984 valid signatures on the Petition; that number representing ten percent (10%) of the registered voters of the City; and

WHEREAS, the County Elections Division has examined the records of voter registration and has certified that the Petition contains more than the requisite number of valid signatures to qualify for election; and

WHEREAS, the City Elections Official (City Clerk) certified the sufficiency of the signatures on June 28, 2022; and

WHEREAS, having obtained sufficient signatures, Elections Code section 9215 provides that the City Council is required to either (1) order a report pursuant to Elections Code section 9212, (2) submit the ordinance, without alteration, to the voters, pursuant to Elections Code section 1405, or (3) adopt the ordinance, without alteration, at the meeting at which the certification of the petition is presented (June 28, 2022), or within 10 days after it is presented; and

WHEREAS, the City Council of the City of Menlo Park desires to adopt the Initiative entitled "A Citizen-Sponsored Initiative Measure to Amend the Land Use Element of the General Plan to Prohibit the City Council of the City of Menlo Park from Re-Designating or Re-Zoning Certain Properties Designated and Zoned for Single Family Detached Homes."

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Menlo Park does hereby adopt the Initiative entitled "A Citizen-Sponsored Initiative Measure to Amend the Land Use Element of the General Plan to Prohibit the City Council of the City of Menlo Park from Re-Designating or Re-Zoning Certain Properties Designated and Zoned for Single Family Detached Homes," which is attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the City Council of the City of Menlo Park does hereby direct that the City of Menlo Park General Plan be amended as set forth in the text of the Initiative attached hereto as Exhibit A.

INTRODUCED AND ADOPTED as an ordinance of the City of Menlo Park at a regular meeting of said City Council on the twenty-sixth day of July, 2022, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

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Betsy Nash, Mayor

ATTEST:

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Judi A. Herren, City Clerk

Exhibits:

A. Text of the measure

## INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

The people of the City of Menlo Park do ordain as follows:

### SECTION 1. Title.

This initiative measure shall be known and may be cited as the “Menlo Park Neighborhood Protection and General Plan Consistency Initiative” (“Initiative”).

### SECTION 2. Findings and Purpose.

A. Findings. The people of the City of Menlo Park (“City”) find and declare the following:

1. Menlo Park is a vibrant city that is prized for its livable residential neighborhoods, active commercial districts, and hub of investment and scientific innovation.
2. The City’s General Plan notes that the “existing pattern of land use in Menlo Park . . . is highly valued by the community.” Accordingly, the General Plan designates certain areas of the City for Very Low Density and Low Density Residential and this is an important part of the City’s existing pattern of land use.
3. The Land Use Element of the City’s General Plan is organized around nine (9) “Guiding Principles.” These Guiding Principles were established by the Menlo Park community to “describe the kind of place that community members want Menlo Park to be.” Those principles include “protecting the character of residential neighborhoods.” Guiding Principle 7—“Complete Neighborhoods and Commercial Corridors”—provides that “Menlo Park neighborhoods are complete communities, featuring well integrated and designed development along vibrant commercial corridors with a live-work-play mix of community-focused businesses that conveniently serve adjacent neighborhoods while respecting their residential character.”
4. The People of Menlo Park further express their strong desire that the City pursue opportunities to develop badly-needed housing, including affordable housing, that is consistent with the residential character of these neighborhoods (in compliance with any applicable, controlling state law requirements and mandates, which may allow for multiple units of low-density housing on lots with “single family” zoning), rather than converting residential properties in these neighborhoods to different uses such as industrial, commercial, office, mixed use, or high-density residential, which would create traffic and otherwise strain the infrastructure of existing neighborhoods that were designated as low density, residential-only uses.
5. Accordingly, the people of the City of Menlo Park desire to amend the General Plan to enact new policies to ensure that, as the City continues to grow and attract new industry, businesses, and residents, new development remains consistent the General Plan’s stated goal of protecting the existing pattern of land use in the City and the character of its existing residential neighborhoods.
6. This Initiative will only impact those properties that are designated in the City’s General Plan as Very Low Density Residential or Low Density Residential, and/or zoned with a corresponding zoning designation, as of April 15, 2022. It will not impact properties that are not designated, as of April 15, 2022, Very Low Density Residential or Low Density Residential and/or zoned with a corresponding zoning designation. The relevant very low and low density residential land use designations are provided in Section 3, below, and the relevant very low and low density residential zoning designations are attached hereto for informational purposes as Exhibit B. In order to illustrate the location of properties in the City currently assigned these very low and low density residential zoning designations, a map showing the City’s zoning, as depicted on

**INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS**

the “General Plan Land Use and Zoning Map” available on the City’s website as of April 14, 2022, is attached hereto for informational purposes as Exhibit A.

7. Implementation of this Initiative will protect the public health, safety and welfare, and the quality of life for the people of the City of Menlo Park.

- B. Purpose. The people of the City of Menlo Park declare that our purpose and intent in enacting this Initiative is to make amendments to the City’s General Plan to expressly prohibit the City from redesignating property designated in the City’s General Plan as Very Low Density Residential or Low Density Residential, and/or zoned with a corresponding zoning designation, as of April 15, 2022, without a vote of the people of the City of Menlo Park.

**SECTION 3. Amendments to the Land Use Element of the General Plan of the City of Menlo Park.**

The Land Use Element of the General Plan of the City of Menlo Park is hereby amended as follows (new language to be inserted into the General Plan is shown as underlined text; text in regular type or **bold type** reflects the existing General Plan text and is provided for informational/reference purposes):

- A. The “Land Use Designations” Section of the Land Use Element is hereby amended as follows:

**Very Low Density Residential.** This designation provides for single family detached homes, secondary dwelling units, public and quasi-public uses, and similar and compatible uses. Density shall be a maximum of 2.9 units per acre and floor areas shall be limited to those identified in the applicable zoning district, which is typically 2,800 square feet plus 25 percent of the lot area over 7,000 square feet for lots 5,000 square feet or greater in area.

In order to ensure consistency with the General Plan’s goal of protecting the character of existing residential neighborhoods, properties designated Very Low Density Residential and/or zoned Residential Estate (R-E) or Residential Estate Suburban (R-E-S), as of April 15, 2022, shall not be redesignated or rezoned except by a vote of the people of the City of Menlo Park at a regular election.

**Low Density Residential.** This designation provides for single family detached homes, secondary dwelling units, public and quasi-public uses, and similar and compatible uses. Density shall be a maximum of 8.9 units per acre and floor areas shall be limited to those identified in the applicable zoning district, which is typically 2,800 square feet plus 25 percent of the lot area over 7,000 square feet for lots 5,000 square feet or greater in area.

In order to ensure consistency with the General Plan’s goal of protecting the character of existing residential neighborhoods, properties designated Low Density Residential and/or zoned Single-Family Suburban Residential (R-1-S), Single-Family Suburban Residential (Felton Gables) (R-1-S (FG)), Single-Family Urban Residential (R-1-U), or Single-Family Urban Residential (Lorelei Manor) (R-1-U (LM)), as of April 15, 2022, shall not be redesignated or rezoned except by a vote of the people of the City of Menlo Park at a regular election.

## **INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS**

### **SECTION 4. Internal Consistency.**

It is the intent of the people of the City of Menlo Park that the amendments contained in Section 3 of this Initiative be read and construed in full harmony with the rest of the General Plan of the City of Menlo Park. To the extent that any provisions of the Menlo Park Municipal Code, including the Zoning Regulations of the City of Menlo Park, or any other ordinances of the City may be inconsistent with this Initiative, the provisions of this Initiative shall govern.

### **SECTION 5. Implementation of this Initiative.**

**A.** This Initiative is considered adopted and effective upon the earliest date legally possible after the elections official certifies the vote on the Initiative by the voters of the City of Menlo Park. Upon the effective date of this Initiative, the City is directed to promptly take all appropriate actions needed to implement this Initiative, including but not limited to taking any administrative steps necessary to update any City maps, figures, and any other documents maintained by the City so they conform to the legislative policies set forth in this Initiative.

**B.** Upon the effective date of this Initiative, the General Plan provisions of Section 3 of this Initiative are hereby inserted into the General Plan; except that if the four amendments of any mandatory element of the General Plan permitted by state law for any calendar year have already been utilized in the year in which this Initiative becomes effective, the General Plan amendments set forth in this Initiative shall be the first amendments inserted into the General Plan on January 1 of the next year. The City may reorganize, renumber, and/or reformat the General Plan provisions included in Section 3 of this Initiative, provided that the full text is inserted into the General Plan without alteration.

**C.** The General Plan in effect on the date of filing of the Notice of Intent to Circulate this Initiative ("Filing Date"), and the General Plan as amended by this Initiative, comprise an integrated, internally consistent and compatible statement of policies for the City. To ensure that the City's General Plan remains an integrated, internally consistent, and compatible statement of policies for the City, any provision of any element of the General Plan that is adopted between the Filing Date and the effective date of the General Plan amendments adopted by this Initiative shall, to the extent that such interim-enacted provision is inconsistent with or would diminish, render invalid, defeat, or impair the General Plan amendments adopted by this Initiative, be amended as soon as possible and in the manner and time required by state law to ensure consistency between the provisions adopted by this Initiative and other elements of the General Plan.

### **SECTION 6. Effect of Other Measures on the Same Ballot.**

To ensure that the intent of the voters is not frustrated, this Initiative is presented to the voters as an alternative to, and with the express intent that it will compete with or take precedence over, any and all voter initiatives or City-sponsored measures placed on the same ballot as this Initiative and which, if approved, would regulate the use or development of properties subject to this Initiative in any manner whatsoever that would frustrate the purpose and intent of this Initiative (each, a "Conflicting Initiative"). In the event that this Initiative and one or more Conflicting Initiatives are adopted by the voters at the same election, then it is the voters' intent that only the measure which receives the greatest number of affirmative votes shall control in its entirety with respect to the future use and development of properties subject to this Initiative and said other measure or measures shall be rendered void and without any legal effect with respect to such properties. If this Initiative is prevented from going into effect by a Conflicting Initiative approved by the voters at the same election, and such Conflicting Initiative is later held invalid, this Initiative shall be self-executing and given full force of law. Notwithstanding the foregoing provisions of this Section, in the event that both this Initiative and another measure(s) are adopted by the voters at the same election, but the two measures can be harmonized in a manner that permits this Initiative to be implemented upon its adoption without imposing any additional



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or inconsistent requirement(s) to properties subject to this Initiative (e.g., the other measure impacts only properties that are not subject to this Initiative because of their land use designation and/or zoning), then it is the voters' intent that both the other measure and this Initiative shall be given full force and effect regardless of which measure receives the greatest number of affirmative votes.

**SECTION 7. Interpretation and Severability.**

**A.** This Initiative must be interpreted so as to be consistent with all federal and state laws, rules, and regulations. The people of the City of Menlo Park expressly acknowledge the preemptive nature of certain state laws, including the law colloquially known as "SB 9," which may allow for multiple units of low-density housing on lots with "single family" zoning, and nothing herein is intended to be or shall be construed as an attempt to conflict with such laws to the extent that those laws may apply to properties covered by this Initiative. If any section, sub-section, sentence, clause, phrase, part, or portion of this Initiative is held to be invalid or unconstitutional by a final judgment of a court of competent jurisdiction, such decision does not affect the validity of the remaining portions of this Initiative. The voters declare that this Initiative, and each section, sub-section, sentence, clause, phrase, part, or portion thereof, would have been adopted or passed irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases, part, or portion is found to be invalid. If any provision of this Initiative is held invalid as applied to any person or circumstance, such invalidity does not affect any application of this Initiative that can be given effect without the invalid application.

**B.** If any portion of this Initiative is held by a court of competent jurisdiction to be invalid, we the People of the City of Menlo Park indicate our strong desire that: (i) the City Council use its best efforts to sustain and re-enact that portion, and (ii) the City Council implement this Initiative by taking all steps possible to cure any inadequacies or deficiencies identified by the court in a manner consistent with the express and implied intent of this Initiative, including adopting or reenacting any such portion in a manner consistent with this Initiative.

**C.** This Initiative must be broadly construed in order to achieve the purposes stated above. It is the intent of the voters that the provisions of this Initiative be interpreted or implemented by the City and others in a manner that facilitates the purpose set forth in this Initiative.

**D.** In order to protect the General Plan policies adopted by this Initiative from interference by the City Council or otherwise, this Initiative is expressly retroactive to April 15, 2022.

**SECTION 8. Amendment.**

The amendments to the General Plan of the City of Menlo Park set forth in Section 3 of this Initiative may be amended or repealed only by a majority of the voters of the City voting in a regular election held in accordance with state law.

**SECTION 9. Exhibit List.**

The following exhibits are attached to this Initiative and incorporated herein:

- Exhibit A:** Map showing the City's zoning, as depicted on the "General Plan Land Use and Zoning Map" available on the City's website as of April 14, 2022 (Informational Purposes)
- Exhibit B:** Relevant Very Low and Low Density Residential Zoning Designations (Informational Purposes)

## RESOLUTION NO. XXXX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK ORDERING THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY OF MENLO PARK A CITIZEN-SPONSORED INITIATIVE MEASURE TO AMEND THE LAND USE ELEMENT OF THE GENERAL PLAN TO PROHIBIT THE CITY COUNCIL OF THE CITY OF MENLO PARK FROM RE-DESIGNATING OR RE-ZONING CERTAIN PROPERTIES DESIGNATED AND ZONED FOR SINGLE FAMILY DETACHED HOMES, AT THE CONSOLIDATED GENERAL ELECTION ON TUESDAY NOVEMBER 8, 2022; ESTABLISHING THE SCHEDULE FOR SUBMISSION OF BALLOT ARGUMENTS; AND AUTHORIZING AND REQUESTING THE COUNTY OF SAN MATEO CONDUCT THE ELECTION**

WHEREAS, on April 15, 2022, a Notice of Intent to Circulate a Petition was filed with the City's Elections Official with a request that a title and summary be prepared for the measure; and

WHEREAS, the City Attorney provided a title and summary for the proposed Initiative to the proponents; and

WHEREAS, the Petition regarding the Initiative was filed with the Election's Official on May 24, 2022 bearing 2,976 unverified signatures; and

WHEREAS, to qualify for the ballot, proponents were required to obtain 1,984 valid signatures on the Petition; that number representing ten percent (10%) of the registered voters of the City; and

WHEREAS, the County Elections Division has examined the records of voter registration and has certified that the Petition contains more than the requisite number of valid signatures to qualify for election; and

WHEREAS, the City Elections Official (City Clerk) certified the sufficiency of the signatures on June 28, 2022; and

WHEREAS, Elections Code Section 9215 provides that the City Council is required to either request a report on the proposed ordinance, submit the proposed ordinance to the voters at an election, or adopt the proposed ordinance without alteration; and

WHEREAS, the City Council of the City of Menlo Park desires to submit the Initiative to the voters at the general election to be held on November 8, 2022; and

WHEREAS, the City Council desires to consolidate the general municipal election for the Initiative described herein with the Statewide General Election to be held on November 8, 2022.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Menlo Park finds the foregoing recitals are true and correct, and they are hereby incorporated by reference into this Resolution.

BE IT FURTHER RESOLVED:

Section 1. Call for Election. That pursuant to the requirements of the California Elections Code, Sections 306, 9215, and 9222, there is called and ordered to be held in the City of Menlo Park, a regular municipal election for the purpose of submitting to the voters of the City of Menlo Park a citizen initiative entitled “A Citizen-Sponsored Initiative Measure to Amend the Land Use Element of the General Plan to Prohibit the City Council of the City of Menlo Park from Re-Designating or Re-Zoning Certain Properties Designated and Zoned for Single Family Detached Homes.” As required by Elections Code Section 13247, the abbreviated form of the initiative to appear on the ballot is specified below in Section 2 of this Resolution. The voter initiative shall be entitled “A Citizen-Sponsored Initiative Measure to Amend the Land Use Element of the General Plan to Prohibit the City Council of the City of Menlo Park from Re-Designating or Re-Zoning Certain Properties Designated and Zoned for Single Family Detached Homes.” The City’s designated elections official is hereby authorized and directed to make any changes to the proposition, text of the ballot label below or this resolution as required to conform to any requirements of law.

Section 2. Ballot Language. The following question shall be submitted to the voters on the ballot:

Shall the measure, which prohibits the City Council of the City of Menlo Park from re-zoning or re-designating certain properties that were zoned and designated for single family detached homes as of April 15, 2022, be adopted?	YES
	NO

This question requires the approval of a majority vote of the City of Menlo Park voters voting on the measure at the election to become effective. If the Initiative is so approved by the City of Menlo Park voters, then the Ordinance attached hereto as Exhibit A shall become effective ten (10) days following the date the vote is declared by the City Council in accordance with Elections Code Section 9217.

Section 3. Text of Measure. The complete text of the Measure to be submitted to the voters for approval is attached to this resolution as Exhibit A. The text of the measure shall be printed in the ballot materials and be available for public inspection in the City Clerk’s office and on the City’s website at [www.menlopark.org](http://www.menlopark.org).

Section 4. Publication of Measure. The City Clerk is hereby directed to cause notice of the measure to be published once in the official newspaper of the City of Menlo Park, in accordance with of the California Elections Code Section 12111 and California Government Code Section 6061.

Section 5. Request to Consolidate and Conduct Election and Canvass Returns.  
(a) Pursuant to Elections Code commencing with Section 10400, the City Council hereby requests, consents, and agrees that the County of San Mateo shall take all actions which are necessary or appropriate in connection with the election, including, but not limited to, printing and mailing sample ballots, arguments and applications for absentee ballots, canvassing election returns and certifying the results of the election to the Council. Pursuant to Elections Code Section 10002, the Board of Supervisors of San Mateo County is requested to permit the Registrar of Voters to render all services specified by Elections Code Section 10418 relating to

the election. The City hereby agrees to reimburse San Mateo County in full for any services performed by each for the City upon presentation of an invoice to the City.

(b) The election on the Initiative shall be held and conducted, the voters canvassed and the returns made, and the results ascertained and determined as provided herein. The election shall be held in accordance with the Elections Code of the State of California. As required by Elections Code Section 10403, the City of Menlo Park acknowledges that the consolidated election will be held and conducted in the manner prescribed in Section 10418 of the Elections Code.

(c) The election on the Initiative shall be held in the City of Menlo Park in the County of San Mateo on November 8, 2022, as required by law, and the Board of Supervisors of San Mateo County is authorized to canvass the returns of the election with respect to the votes cast in the City of Menlo Park and certify the results to the City Council of the City of Menlo Park.

(d) At the next regular meeting of the City Council of the City Menlo Park occurring after the returns of the election for the Initiative have been canvassed and the results have been certified to the City Council, or at a special meeting called for such purpose if required by law, the City Council shall cause to be entered in its minutes a statement of the results of the election.

Section 6. Submission of Ballot Arguments. The City Council hereby adopts provisions for the filing of ballot arguments and rebuttal arguments for the Initiative set forth in California Elections Code Sections 9282 *et seq.* All arguments for and against the measure shall be filed with the City Clerk pursuant to the timelines set forth in the County of San Mateo's Election Calendar for the November 8, 2022 General Election which is attached hereto as Exhibit B. All arguments for and against the measure shall be signed, with printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument.

Section 7. Impartial Analysis. In accordance with California Elections Code Section 9280, the City Council directs the City Clerk to transmit a copy of the Initiative to the City Attorney, who shall prepare an impartial analysis showing the effect of the measure on the existing law and the operation of the measure. The City Attorney's impartial analysis may not exceed 500 words.

Section 8. Services of City Clerk. The City Clerk is hereby authorized and directed to take all steps necessary to place the measure on the ballot, including giving further or additional notice of the election as required by law, and to cause the ordinance or measure to be printed. A copy of the ordinance or measure shall be made available to any voter upon request. As required by Elections Code Section 12111, the City Clerk shall cause a synopsis of the measure to be published in a newspaper of general circulation at least one time not later than one week before the November 8, 2022 election. The notice shall be headed "Measure to Be Voted On" and be in the form described in Elections Code Section 12111.

Section 9. Canvass Returns of the Election. The San Mateo County Elections Department is hereby authorized to canvass the returns of the election, including this ballot measure.

Section 10. Filing of Copy of Resolution. The City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the Election Department of the County of San Mateo

Section 11. Election Held Pursuant to Law. In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

Section 12. Effective Date. This Resolution shall take effect upon its adoption.

I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the twenty-sixth day of July, 2022, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this \_\_ day of July, 2022.

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Judi A. Herren, City Clerk

Exhibits:

- A. Text of the measure
- B. County elections calendar

## INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

The people of the City of Menlo Park do ordain as follows:

### SECTION 1. Title.

This initiative measure shall be known and may be cited as the “Menlo Park Neighborhood Protection and General Plan Consistency Initiative” (“Initiative”).

### SECTION 2. Findings and Purpose.

A. Findings. The people of the City of Menlo Park (“City”) find and declare the following:

1. Menlo Park is a vibrant city that is prized for its livable residential neighborhoods, active commercial districts, and hub of investment and scientific innovation.
2. The City’s General Plan notes that the “existing pattern of land use in Menlo Park . . . is highly valued by the community.” Accordingly, the General Plan designates certain areas of the City for Very Low Density and Low Density Residential and this is an important part of the City’s existing pattern of land use.
3. The Land Use Element of the City’s General Plan is organized around nine (9) “Guiding Principles.” These Guiding Principles were established by the Menlo Park community to “describe the kind of place that community members want Menlo Park to be.” Those principles include “protecting the character of residential neighborhoods.” Guiding Principle 7—“Complete Neighborhoods and Commercial Corridors”—provides that “Menlo Park neighborhoods are complete communities, featuring well integrated and designed development along vibrant commercial corridors with a live-work-play mix of community-focused businesses that conveniently serve adjacent neighborhoods while respecting their residential character.”
4. The People of Menlo Park further express their strong desire that the City pursue opportunities to develop badly-needed housing, including affordable housing, that is consistent with the residential character of these neighborhoods (in compliance with any applicable, controlling state law requirements and mandates, which may allow for multiple units of low-density housing on lots with “single family” zoning), rather than converting residential properties in these neighborhoods to different uses such as industrial, commercial, office, mixed use, or high-density residential, which would create traffic and otherwise strain the infrastructure of existing neighborhoods that were designated as low density, residential-only uses.
5. Accordingly, the people of the City of Menlo Park desire to amend the General Plan to enact new policies to ensure that, as the City continues to grow and attract new industry, businesses, and residents, new development remains consistent the General Plan’s stated goal of protecting the existing pattern of land use in the City and the character of its existing residential neighborhoods.
6. This Initiative will only impact those properties that are designated in the City’s General Plan as Very Low Density Residential or Low Density Residential, and/or zoned with a corresponding zoning designation, as of April 15, 2022. It will not impact properties that are not designated, as of April 15, 2022, Very Low Density Residential or Low Density Residential and/or zoned with a corresponding zoning designation. The relevant very low and low density residential land use designations are provided in Section 3, below, and the relevant very low and low density residential zoning designations are attached hereto for informational purposes as Exhibit B. In order to illustrate the location of properties in the City currently assigned these very low and low density residential zoning designations, a map showing the City’s zoning, as depicted on

**INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS**

the “General Plan Land Use and Zoning Map” available on the City’s website as of April 14, 2022, is attached hereto for informational purposes as Exhibit A.

7. Implementation of this Initiative will protect the public health, safety and welfare, and the quality of life for the people of the City of Menlo Park.

B. Purpose. The people of the City of Menlo Park declare that our purpose and intent in enacting this Initiative is to make amendments to the City’s General Plan to expressly prohibit the City from redesignating property designated in the City’s General Plan as Very Low Density Residential or Low Density Residential, and/or zoned with a corresponding zoning designation, as of April 15, 2022, without a vote of the people of the City of Menlo Park.

**SECTION 3. Amendments to the Land Use Element of the General Plan of the City of Menlo Park.**

The Land Use Element of the General Plan of the City of Menlo Park is hereby amended as follows (new language to be inserted into the General Plan is shown as underlined text; text in regular type or **bold type** reflects the existing General Plan text and is provided for informational/reference purposes):

A. The “Land Use Designations” Section of the Land Use Element is hereby amended as follows:

**Very Low Density Residential.** This designation provides for single family detached homes, secondary dwelling units, public and quasi-public uses, and similar and compatible uses. Density shall be a maximum of 2.9 units per acre and floor areas shall be limited to those identified in the applicable zoning district, which is typically 2,800 square feet plus 25 percent of the lot area over 7,000 square feet for lots 5,000 square feet or greater in area.

In order to ensure consistency with the General Plan’s goal of protecting the character of existing residential neighborhoods, properties designated Very Low Density Residential and/or zoned Residential Estate (R-E) or Residential Estate Suburban (R-E-S), as of April 15, 2022, shall not be redesignated or rezoned except by a vote of the people of the City of Menlo Park at a regular election.

**Low Density Residential.** This designation provides for single family detached homes, secondary dwelling units, public and quasi-public uses, and similar and compatible uses. Density shall be a maximum of 8.9 units per acre and floor areas shall be limited to those identified in the applicable zoning district, which is typically 2,800 square feet plus 25 percent of the lot area over 7,000 square feet for lots 5,000 square feet or greater in area.

In order to ensure consistency with the General Plan’s goal of protecting the character of existing residential neighborhoods, properties designated Low Density Residential and/or zoned Single-Family Suburban Residential (R-1-S), Single-Family Suburban Residential (Felton Gables) (R-1-S (FG)), Single-Family Urban Residential (R-1-U), or Single-Family Urban Residential (Lorelei Manor) (R-1-U (LM)), as of April 15, 2022, shall not be redesignated or rezoned except by a vote of the people of the City of Menlo Park at a regular election.

## **INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS**

### **SECTION 4. Internal Consistency.**

It is the intent of the people of the City of Menlo Park that the amendments contained in Section 3 of this Initiative be read and construed in full harmony with the rest of the General Plan of the City of Menlo Park. To the extent that any provisions of the Menlo Park Municipal Code, including the Zoning Regulations of the City of Menlo Park, or any other ordinances of the City may be inconsistent with this Initiative, the provisions of this Initiative shall govern.

### **SECTION 5. Implementation of this Initiative.**

**A.** This Initiative is considered adopted and effective upon the earliest date legally possible after the elections official certifies the vote on the Initiative by the voters of the City of Menlo Park. Upon the effective date of this Initiative, the City is directed to promptly take all appropriate actions needed to implement this Initiative, including but not limited to taking any administrative steps necessary to update any City maps, figures, and any other documents maintained by the City so they conform to the legislative policies set forth in this Initiative.

**B.** Upon the effective date of this Initiative, the General Plan provisions of Section 3 of this Initiative are hereby inserted into the General Plan; except that if the four amendments of any mandatory element of the General Plan permitted by state law for any calendar year have already been utilized in the year in which this Initiative becomes effective, the General Plan amendments set forth in this Initiative shall be the first amendments inserted into the General Plan on January 1 of the next year. The City may reorganize, renumber, and/or reformat the General Plan provisions included in Section 3 of this Initiative, provided that the full text is inserted into the General Plan without alteration.

**C.** The General Plan in effect on the date of filing of the Notice of Intent to Circulate this Initiative ("Filing Date"), and the General Plan as amended by this Initiative, comprise an integrated, internally consistent and compatible statement of policies for the City. To ensure that the City's General Plan remains an integrated, internally consistent, and compatible statement of policies for the City, any provision of any element of the General Plan that is adopted between the Filing Date and the effective date of the General Plan amendments adopted by this Initiative shall, to the extent that such interim-enacted provision is inconsistent with or would diminish, render invalid, defeat, or impair the General Plan amendments adopted by this Initiative, be amended as soon as possible and in the manner and time required by state law to ensure consistency between the provisions adopted by this Initiative and other elements of the General Plan.

### **SECTION 6. Effect of Other Measures on the Same Ballot.**

To ensure that the intent of the voters is not frustrated, this Initiative is presented to the voters as an alternative to, and with the express intent that it will compete with or take precedence over, any and all voter initiatives or City-sponsored measures placed on the same ballot as this Initiative and which, if approved, would regulate the use or development of properties subject to this Initiative in any manner whatsoever that would frustrate the purpose and intent of this Initiative (each, a "Conflicting Initiative"). In the event that this Initiative and one or more Conflicting Initiatives are adopted by the voters at the same election, then it is the voters' intent that only the measure which receives the greatest number of affirmative votes shall control in its entirety with respect to the future use and development of properties subject to this Initiative and said other measure or measures shall be rendered void and without any legal effect with respect to such properties. If this Initiative is prevented from going into effect by a Conflicting Initiative approved by the voters at the same election, and such Conflicting Initiative is later held invalid, this Initiative shall be self-executing and given full force of law. Notwithstanding the foregoing provisions of this Section, in the event that both this Initiative and another measure(s) are adopted by the voters at the same election, but the two measures can be harmonized in a manner that permits this Initiative to be implemented upon its adoption without imposing any additional



**INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS**

or inconsistent requirement(s) to properties subject to this Initiative (e.g., the other measure impacts only properties that are not subject to this Initiative because of their land use designation and/or zoning), then it is the voters' intent that both the other measure and this Initiative shall be given full force and effect regardless of which measure receives the greatest number of affirmative votes.

**SECTION 7. Interpretation and Severability.**

**A.** This Initiative must be interpreted so as to be consistent with all federal and state laws, rules, and regulations. The people of the City of Menlo Park expressly acknowledge the preemptive nature of certain state laws, including the law colloquially known as "SB 9," which may allow for multiple units of low-density housing on lots with "single family" zoning, and nothing herein is intended to be or shall be construed as an attempt to conflict with such laws to the extent that those laws may apply to properties covered by this Initiative. If any section, sub-section, sentence, clause, phrase, part, or portion of this Initiative is held to be invalid or unconstitutional by a final judgment of a court of competent jurisdiction, such decision does not affect the validity of the remaining portions of this Initiative. The voters declare that this Initiative, and each section, sub-section, sentence, clause, phrase, part, or portion thereof, would have been adopted or passed irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases, part, or portion is found to be invalid. If any provision of this Initiative is held invalid as applied to any person or circumstance, such invalidity does not affect any application of this Initiative that can be given effect without the invalid application.

**B.** If any portion of this Initiative is held by a court of competent jurisdiction to be invalid, we the People of the City of Menlo Park indicate our strong desire that: (i) the City Council use its best efforts to sustain and re-enact that portion, and (ii) the City Council implement this Initiative by taking all steps possible to cure any inadequacies or deficiencies identified by the court in a manner consistent with the express and implied intent of this Initiative, including adopting or reenacting any such portion in a manner consistent with this Initiative.

**C.** This Initiative must be broadly construed in order to achieve the purposes stated above. It is the intent of the voters that the provisions of this Initiative be interpreted or implemented by the City and others in a manner that facilitates the purpose set forth in this Initiative.

**D.** In order to protect the General Plan policies adopted by this Initiative from interference by the City Council or otherwise, this Initiative is expressly retroactive to April 15, 2022.

**SECTION 8. Amendment.**

The amendments to the General Plan of the City of Menlo Park set forth in Section 3 of this Initiative may be amended or repealed only by a majority of the voters of the City voting in a regular election held in accordance with state law.

**SECTION 9. Exhibit List.**

The following exhibits are attached to this Initiative and incorporated herein:

- Exhibit A:** Map showing the City's zoning, as depicted on the "General Plan Land Use and Zoning Map" available on the City's website as of April 14, 2022 (Informational Purposes)
- Exhibit B:** Relevant Very Low and Low Density Residential Zoning Designations (Informational Purposes)



OFFICE OF MARK CHURCH  
**CHIEF ELECTIONS OFFICER &  
ASSESSOR-COUNTY CLERK-RECORDER**  
**REGISTRATION & ELECTIONS DIVISION**  
COUNTY OF SAN MATEO

NOTE: The information below is as accurate as possible, but not every requirement or exception is listed. In the event of a conflict, the date set by statute takes precedence over dates listed below. The Registration & Elections Division reserves the right to update this calendar as necessary.

Days Prior to Election	Date	Election Calendar for November 8, 2022 Statewide General Election Action Taken
148	Monday, June 13, 2022	By this date, the Governor shall issue a proclamation calling the election and shall state the time of the election and offices to be filled. EC §12000
131	Thursday, June 30, 2022	Last day for a statewide initiative measure, constitutional amendment, bond measure or other legislative measure to qualify for the Statewide General Election ballot on November 8, 2022. EC §9040; Cal. Const. Art. II §8(c)
130	Friday, July 1, 2022	(School or Special District Vacancy) Last day for the governing body of a local jurisdiction to call an election on November 8, 2022 to fill a vacancy to be on the ballot. GC §1780(e)(2); ED §5091(b)
127	Monday, July 4, 2022	Between these dates, a city shall publish its Notice of Election, stating the offices to be filled and time of election. The City Elections Official shall consolidate the Notice of Election and the Notice of Measure into one notice if any city measure was placed on the ballot prior to the Notice of Election's publication. EC §§12101, 12111
113	Monday, July 18, 2022	
125	Wednesday, July 6, 2022	Last day for special districts governed by the Uniform District Election Law to notify County Elections Official of offices to be filled, specifying which offices, if any, are for the balance of an unexpired term, decisions regarding payment of candidate statements, and a map showing the boundaries of the district and the boundaries of the divisions of the district, if any, within that county and a statement indicating in which divisions a director is to be elected and whether any elective officer is to be elected at large. EC §§10509, 10522
124	Thursday, July 7, 2022	First Candidate Seminar will be held at 10 a.m. on this day.
123	Friday, July 8, 2022	Last day for a school governing board to deliver a resolution (the "specifications of the election order") to the County Superintendent of Schools and the County Elections Official calling for an election of governing board members. ED §5322
120	Monday, July 11, 2022	Last day for the County Superintendent of Schools to deliver a copy of the formal notice of election of governing board members to the County Elections Official. ED §5325(b)
120	Monday, July 11, 2022	Between these dates, the County Elections Official shall publish the Notice of Election (date of election, identification of offices to be filled, statement of required qualifications, where Nomination Documents are available, deadline for filing required forms, statement regarding appointment and the hours of opening and closing the polls). The notice of central counting place may be combined with this notice. The Elections Official shall also issue a press release indicating offices to be filled and a telephone contact number for related information. EC §§10242, 12109, 12112; GC §6061; ED §5363
90	Wednesday, August 10, 2022	

114	Sunday, July 17, 2022	(City Vacancy) For a vacancy in a city elective office, this is the last day for the city council to call for a special election for November 8, 2022 to fill the vacancy. The city shall immediately publish the Notice of Election. (NOTE: Because the deadline E-114 falls on a Sunday, the safest option is for the city to take this action by E-116, Friday, July 15, 2022) EC §§12101(b); GC §36512
113	Monday, July 18, 2022	Between these dates is the Candidate Filing Period. Nomination Documents (Declaration of Candidacy and Nomination Papers) are available during this time. Paperwork must be filed by the close of business on August 12, 2022. City candidates shall file paperwork with their City Clerk's office and should check the business hours of their City Clerk's office; all other candidates shall file with the County Elections Official by 5 p.m. on August 12, 2022. Local, United States House of Representatives, State Senate and Assembly candidates may publish a Candidate Statement in the County Sample Ballot & Official Voter Information Pamphlet. State Senate and Assembly candidates may do so only if they have agreed to accept the voluntary expenditure limits on their Candidate Intention Statement (Form 501). The candidate statement may be withdrawn but not changed during this period and until 5 p.m. of the next working day (Monday, August 15, 2022) after the close of the nomination period. EC §§10220, 10224, 10407(a), 10510, 10603, 13107, 13307, 13307.5; GC §85601(c)
88	Friday, August 12, 2022	
103	Thursday, July 28, 2022	Second Candidate Seminar will be held at 10 a.m. on this day.
Fixed Date	Monday, August 1, 2022	Except as provided in GC §84200 paragraphs (1), (2) and (3), elected officials, candidates, committees, and slate mailer organizations shall file semiannual statements no later than this date for the period ending June 30, 2022. (Statutory deadline of July 31 falls on a Sunday, therefore the filing deadline is extended to the next business day.) GC §§82013, 84200, 84218
98	Tuesday, August 2, 2022	During this period, a contribution, including a loan, that totals in the aggregate \$1,000 or more per source made to or received by a candidate or committee must be reported within 24 hours. GC §§82036, 84203
90	Wednesday, August 10, 2022	During this period, a contribution, including a loan, that totals in the aggregate \$1,000 or more per source made to or received by a candidate or committee must be reported within 24 hours. GC §§82036, 84203
0	Tuesday, November 8, 2022	
88	Friday, August 12, 2022	Last day for a school governing board to deliver a resolution (the "specifications of the election order") to the County Elections Official calling for an election on a measure. ED §5322
88	Friday, August 12, 2022	Last day for a local entity to deliver a resolution requesting election services and consolidation from the County Board of Supervisors for the November 8, 2022 Election. A copy of the resolution of the governing board requesting the consolidation shall be submitted to the County Elections Official. A copy of the exact form of the question, proposition, or office to appear on the ballot must also be submitted. EC §§1405, 10002, 10403(a)-(b)
88	Friday, August 12, 2022	Last day for candidates to submit Nomination Documents (Declaration of Candidacy and Nomination Papers) and Candidate Statement (optional). City candidates shall file paperwork with their City Clerk's office and should check the business hours of their City Clerk's office; all other candidates shall file with the County Elections Official by 5 p.m. on this date. EC §§10220, 10224, 10407(a), 10510, 10603, 13107, 13307, 13307.5; GC §85601(c)
88	Friday, August 12, 2022	The 10-calendar-day public examination period begins August 12, 2022 at 5 p.m. and ends August 22, 2022 at 5 p.m. for all documents filed as of the filing deadline of August 12, 2022. Between these dates, the Elections Official or any voter of the jurisdiction in which the election is being held, may seek a writ of mandate or injunction requiring any or all of the materials to be amended or deleted if found to be false, misleading or inconsistent with the Elections Code. EC §§9190, 9295, 9380, 9509, 13313
78	Monday, August 22, 2022	

87	Saturday, August 13, 2022	Between these dates is the <i>Extended</i> Candidate Filing Period. If an eligible incumbent does not file Nomination Documents (Declaration of Candidacy and Nomination Papers) by August 12, 2022 at 5 p.m., the filing period is extended for that office for five calendar days until August 17, 2022 at 5 p.m., for any person other than the incumbent. City candidates shall file paperwork with their City Clerk's office and should check the business hours of their City Clerk's office; all other candidates shall file with the County Elections Official by 5 p.m. on August 17, 2022. This section is not applicable where there is no incumbent eligible to be elected. EC §§10225, 10407(b), 10516, 10604
83	Wednesday, August 17, 2022	
85	Monday, August 15, 2022	Except as provided in EC §13309, this date is the last day (until 5 p.m.) for a candidate to withdraw the candidate's statement. Candidates may withdraw, but not change their statements. EC §13307(a)(3)
83	Wednesday, August 17, 2022	Extended Candidate Filing Period closes at 5 p.m. on this date. Extended filing periods occur when an eligible incumbent does not file for re-election; the extension only applies to non-incumbent candidates for such an office. City candidates shall file paperwork with their City Clerk's office and should check the business hours of their City Clerk's office; all other candidates shall file with the County Elections Official by 5 p.m. on this date. EC §§10225, 10407(b), 10516, 10604
83	Wednesday, August 17, 2022	Last day for an order of election calling for a ballot measure to be amended or withdrawn. A resolution of the legislative body that issued the order of election must be filed with the Elections Official by this date in order to amend or withdraw a ballot measure. EC §9605
83	Wednesday, August 17, 2022	For the office of superior court judge where only the incumbent filed paperwork during the Primary Election, this date is the last day to file a petition indicating that a write-in campaign will be conducted for the office at the general election, signed by at least 0.1 percent of the registered voters qualified to vote with respect to the office, provided that the petition shall contain at least 100 signatures but need not contain more than 600 signatures. If such a petition is filed by this date, the name of the incumbent shall be placed on the general election ballot if it has not appeared on the direct primary election ballot. EC §8203
83	Wednesday, August 17, 2022	Last day for any qualified political party to submit to the County Elections Official a list of all candidates for voter-nominated offices who will appear on any ballot in the County, and who have been endorsed by the party. The County Elections Official shall print any such list that is timely received in the County Sample Ballot & Official Voter Information Pamphlet. EC §13302(b)
83	Wednesday, August 17, 2022	The 10-calendar-day public examination period begins August 17, 2022 at 5 p.m. and ends August 27, 2022 at 5 p.m. for all documents filed by the extended filing deadline August 17, 2022. Between these dates, the Elections Official or any voter of the jurisdiction in which the election is being held, may seek a writ of mandate or injunction requiring any or all of the materials to be amended or deleted if found to be false, misleading or inconsistent with the Elections Code. EC §§9190, 9295, 9380, 9509, 13313
73	Saturday, August 27, 2022	
82	Thursday, August 18, 2022	Randomized Alphabet Drawings are conducted by both the Secretary of State and County Elections Official on this date at 11 a.m. to determine the order in which candidate names will appear on the ballot and the letters that will be assigned to each ballot measure. EC §§13111-13, 13116
82	Thursday, August 18, 2022	Last day for candidates for offices with extended filing deadline of August 17, 2022 to withdraw their candidate statement. The statement may be withdrawn, but not changed, until 5 p.m. EC §13307(a)(3)
81	Friday, August 19, 2022	The County Elections Official will publish a notice regarding County, School District and Special District measures, the dates for submitting Primary Arguments and Rebuttals, the 10-day public examination periods, the hours of opening and closing the polls, and the central ballot counting location. EC §§9163, 9502, 10242, 12109; GC §6061

81		For consolidated elections, the names of the candidates to appear upon the ballot where district, city or other political subdivision offices are to be filled shall be filed with the Elections Official by this date. EC §10403(c)
81	Friday, August 19, 2022	Primary Arguments in favor of and against local measures are due by 5 p.m. on this date. Such arguments, if already submitted, may be changed until and including this day. Arguments in favor of and against city measures must be filed with the City Clerk's office. Contact the City Clerk's office for deadline as cities may set different filing due date for Primary Arguments. EC §§9162-63, 9282-83, 9286, 9315-16, 9501-03
81	Friday, August 19, 2022	The 10-calendar-day examination review period begins August 19, 2022 at 5 p.m. and ends August 29, 2022 at 5 p.m. for Primary Arguments filed in favor of and against local measures. Between these dates, the Elections Official or any voter of the jurisdiction in which the election is being held, may seek a writ of mandate or injunction requiring any or all of the materials to be amended or deleted if found to be false, misleading or inconsistent with the Elections Code. Arguments in favor of and against city measures are reviewed at the City Clerk's office. Contact the City Clerk's office for deadline. EC §§9190, 9295, 9380, 9509
71	Monday, August 29, 2022	
78	Monday, August 22, 2022	The 10-calendar-day public examination period ends at 5 p.m. for all documents filed by August 12, 2022. A writ of mandate or injunction request shall be filed no later than this date on documents filed by the Candidate Filing Period deadline of August 12, 2022. EC §§9190, 9295, 9380, 9509, 13313
73	Saturday, August 27, 2022	The 10-calendar-day public examination period ends at 5 p.m. for all documents filed by August 17, 2022. A writ of mandate or injunction request shall be filed no later than this date on documents filed by the extended candidate filing period deadline of August 17, 2022. EC §§9190, 9295, 9380, 9509, 13313
71	Monday, August 29, 2022	The 10-calendar-day public examination period ends at 5 p.m. on this day for all Primary Arguments filed in favor of and against local measures. A writ of mandate or injunction request shall be filed no later than this date on documents filed by the deadline of August 19, 2022. EC §§9190, 9295, 9380, 9509
71	Monday, August 29, 2022	Rebuttal Arguments for measures where a Primary Argument was filed both in favor and against are due on this date by 5 p.m. Such Rebuttal Arguments may be changed until and including this date. Rebuttal Arguments for city measures must be filed with the City Clerk's office. Contact the City Clerk's office for deadline as cities may set different filing due date for Rebuttal Arguments. EC §§9163, 9167, 9285-86, 9316-17, 9502, 9504
71	Monday, August 29, 2022	Impartial Analyses for measures are due on this date by 5 p.m. Impartial Analyses for city measures must be filed with the City Clerk's office. Contact the City Clerk's office for deadline as cities may set different filing due date for Impartial Analyses. EC §§9160, 9280, 9313-14, 9500
71	Monday, August 29, 2022	The 10-calendar-day public examination period begins August 29, 2022 at 5 p.m. and ends September 8, 2022 at 5 p.m. for Rebuttal Arguments filed in favor of or against local measures and Impartial Analyses. Between these dates, the Elections Official or any voter of the jurisdiction in which the election is being held, may seek a writ of mandate or injunction requiring any or all of the materials to be amended or deleted if found to be false, misleading or inconsistent with the Elections Code. Rebuttal Arguments and Impartial Analyses for city measures are reviewed at the City Clerk's office. Contact the City Clerk's office for deadline. EC §§9190, 9295, 9380, 9509
61	Thursday, September 8, 2022	
61	Thursday, September 8, 2022	The 10-calendar-day public examination period ends on this date at 5 p.m. for all Rebuttal Arguments filed in favor of and/or against local measures and Impartial Analyses. A writ of mandate or injunction request shall be filed no later than this date on documents filed by August 29, 2022. EC §§9190, 9295, 9380, 9509
61	Thursday, September 8, 2022	Any city that requests the County Board of Supervisors to permit the County Elections Official to prepare the city's election materials shall supply the County Elections Official with a list of its precincts, or consolidated precincts, as applicable, no later than this date. EC §10002

60 45	Page 13 of 14 Friday, September 9, 2022  Saturday, September 24, 2022	Between these dates, the County Elections Official must send ballots and balloting materials to all Military and Overseas Voters who filed ballot applications by September 24, 2022. EC §§300(b), 3105, 3114
57 14	Monday, September 12, 2022  Tuesday, October 25, 2022	Between these dates is the Candidate Filing Period for write-in candidates. Write-in candidates must file a statement of write-in candidacy and other required documentation with the County Elections Official. City candidates must file their paperwork with their City Clerk's office and should check the business hours of their City Clerk's office. EC §§8600-05
45	Saturday, September 24, 2022	County Elections Official must send ballots and balloting material to all Military and Overseas Voters who filed ballot applications by this date. EC §§300(b), 3105, 3114
40 10	Thursday, September 29, 2022  Saturday, October 29, 2022	Between these dates, the Secretary of State shall mail the State Voter Information Guide to each voter who is registered at least 29 days prior to the election. The County Elections Official will mail a State Voter Information Guide to any person upon request. EC §9094
40	Thursday, September 29, 2022	First pre-election campaign committee statement for candidates and committees is due for the period ending September 24, 2022 (which is 45 days before the election). GC §§84200.5, 84200.8
29 7	Monday, October 10, 2022  Tuesday, November 1, 2022	Between these dates, Vote by Mail ballots will be sent to all registered voters in the county. Voters interested in having replacement Vote by Mail ballots be mailed to them should make the request by November 1, 2022 to ensure the ballots arrive on or before Election Day. EC §4005(a)(8)(A)
29	Monday, October 10, 2022	Early voting period starts on this day, with three Vote Centers opening in San Mateo, Redwood City and South San Francisco.
29	Monday, October 10, 2022	Processing of Vote by Mail ballots may begin on this date. Processing Vote by Mail ballots includes opening Vote by Mail ballot return envelopes, removing ballots, duplicating any damaged ballots and preparing the ballots to be machine-read, or machine reading them, including processing write-in votes so that they can be tallied by the machine, but under no circumstances may a vote count be accessed or released until 8 p.m. on Election Day. EC §15101
28 0	Tuesday, October 11, 2022  Tuesday, November 8, 2022	Between these dates, at least one ballot dropoff location shall be provided for every 15,000 registered voters within the jurisdiction where the election is held, as determined on August 12, 2022 (i.e., 88 days before Election Day). All ballot dropoff locations shall be open at least during regular business hours. At least one ballot dropoff location shall be an accessible, secured, exterior drop box that is available for a minimum of 12 hours per day including regular business hours. EC§ 4005(a)(1)
21	Tuesday, October 18, 2022	By this date, the County Elections Official shall mail the County Sample Ballot & Official Voter Information Pamphlet to each voter who is registered at least 29 days prior to the election. EC §§13303-04
15	Monday, October 24, 2022	Voter registration closes on this date for the November 8, 2022 Statewide General Election. Voters must register by this date to be eligible to vote non-provisionally in this election. Voter registration forms postmarked prior to or on this date are accepted. EC §2102
14	Tuesday, October 25, 2022	The Candidate Filing Period for write-in candidates ends on this date at 5 p.m. All candidates must submit all required documents by this date in order to be a qualified write-in candidate. City candidates must file their paperwork with their City Clerk's office. EC §§8600-05
14 0	Tuesday, October 25, 2022  Tuesday, November 8, 2022	Between these dates, individuals who become new United States citizens on or after October 25, 2022, are eligible to register and vote at any Vote Center. A new citizen registering during this time must provide proof of citizenship prior to voting and declare that he or she has established residency in California. EC §§331, 3500-01

14 0	Tuesday, October 25, 2022 Tuesday, November 8, 2022	Between these dates, the Elections Official shall provide Conditional Voter Registration and provisional voting for voters who missed the October 24, 2022 registration deadline at any Vote Center. EC §§2170-71
12	Thursday, October 27, 2022	Second pre-election campaign committee statement for candidates and committees is due for the period ending October 22, 2022 (which is 17 days before the election). GC §§84200.5, 84200.8(b)
10 4	Saturday, October 29, 2022 Friday, November 4, 2022	Between these dates, for a minimum of eight hours per day, at least one Vote Center is provided for every 50,000 registered voters within the jurisdiction where the election is held, as determined on August 12, 2022 (i.e., 88 days before Election Day). Any voter registered in the county may visit any Vote Center in order to receive voter services or vote. EC §4005(a)(2), (a)(4)(A)
7	Tuesday, November 1, 2022	By this date (one week before Election Day), the County Elections Official shall publish a list of the polling places (Vote Centers) designated for each election precinct for the election. EC §12105
7	Tuesday, November 1, 2022	Voters interested in having replacement Vote by Mail ballots be mailed to them should make the request by this date to ensure the ballots arrive on or before Election Day.
7	Tuesday, November 1, 2022	Last day for voters to request the County Elections Official to send a Vote by Mail ballot in Spanish, Chinese or Filipino, or a facsimile copy of the ballot printed in Korean, Burmese, Japanese or Hindi. EC §4005(a)(8)(B)(i)(III)
7	Tuesday, November 1, 2022	Last day for voters to request the County Elections Official to send or deliver a ballot that voters with disabilities can read and mark privately and independently pursuant to the federal Help America Vote Act of 2002 (52 U.S.C. Sec. 20901 et seq.). EC §4005(a)(8)(B)(i)(IV)
3 0	Saturday, November 5, 2022 Tuesday, November 8, 2022	Between these dates, for a minimum of eight hours per day (7 a.m. to 8 p.m. on Election Day), at least one Vote Center is provided for every 10,000 registered voters within the jurisdiction where the election is held, as determined on August 12, 2022 (i.e., 88 days before Election Day). Any voter registered in the county may visit any Vote Center in order to receive voter services or vote. EC §4005(a)(2), (a)(3)(A)
0	<b>Tuesday, November 8, 2022</b>	<b>Election Day.</b> All Vote Centers open from 7 a.m. to 8 p.m. Semifinal official canvass commences upon the closing of all polls at 8 p.m. EC §§1000, 4005, 14212, 15150-51
<b>Days Following Election</b>	<b>Date</b>	<b>Action Taken</b>
7	Tuesday, November 15, 2022	Vote by Mail ballots postmarked on or before Election Day must be received by the County Elections Official by this date in order to be counted. EC §3020(b)
30	Thursday, December 8, 2022	Last day for County Elections Official to certify election results to the jurisdictions participating in the election. EC §15372
38	Friday, December 16, 2022	Last day for Secretary of State to prepare, certify, and file a statement of the vote from the compiled elections returns. The Secretary of State issues to each elected candidate a certificate of election. EC §§15501, 15504

Reference

- § or §§ Section or Sections
- EC California Elections Code
- ED California Education Code
- GC California Government Code

All above California Codes may be referenced online at: [leginfo.legislature.ca.gov/faces/codes.xhtml](http://leginfo.legislature.ca.gov/faces/codes.xhtml)



## STAFF REPORT

**City Council**  
**Meeting Date:** 7/26/2022  
**Staff Report Number:** 22-149-CC

**Public Hearing:** Consider and adopt a resolution approving a revision to a previously approved vesting tentative map to change the expiration date of the map associated with the mixed-use development project located at 706-716 Santa Cruz Avenue

### Recommendation

Staff recommends that the City Council considers the Planning Commission's recommendation to adopt a resolution to approve a two-year extension of a vesting tentative map associated with a major subdivision not to exceed four residential condominium units and one commercial area, with rights reserved for up to ten commercial condominium units (Attachment A.)

### Policy Issues

The proposed project requires the City Council to consider whether the previously approved vesting tentative map should be extended for two years.

### Background

#### Site location

The subject site is located at 706-716 Santa Cruz Avenue and within the El Camino Real/Downtown Specific Plan (SP-ECR/D) zoning district and the Downtown (D) sub-district. A private surface parking lot is located on the rear half of the site and is currently accessed by driveways on Chestnut Street and Chestnut Lane.

The subject site is a corner lot with frontages along Santa Cruz Avenue, Chestnut Street and Chestnut Lane, where Santa Cruz Avenue serves as the front and Chestnut Lane serves as the rear. The surrounding properties are also within the SP-ECR/D district, and generally consist of commercial buildings. A location map is included as Attachment B.

#### Project history

On January 28, 2020, the City Council adopted a resolution to approve the following:

- Architectural control for the demolition of an existing commercial building and the construction of a new three-story, mixed-use building with below-grade parking, 13,018 square feet of retail space and parking on the first level, 19,123 square feet of non-medical office uses on the second level, and third level and four residential units on the third level totaling 14,762 square feet at base level intensity of the Specific Plan; and
- Vesting tentative map associated with a major subdivision not to exceed four residential condominium units and one commercial area, with rights reserved to allow up to 10 commercial condominiums; and
- Removal of one on-street parking space on Chestnut Street; and



- Approval of a variance to allow skylights on the third floor to exceed the 38-foot maximum height limit by approximately three feet, two inches.

The City Council also adopted a resolution adopting a below market rate housing agreement for the project.

A variance expires if not implemented within one year of the approval date. For new construction, the variance is considered to be implemented with submittal of a complete building permit application. The community development director has the authority to extend the effective date of the variance upon the written request of the applicant for up to one year if the community development director finds that there is good cause for the extension based upon unusual circumstances and/or conditions not of the making of the applicant or its agents or employees. On May 17, 2021 the community development director approved a one-year extension for the variance request for this project based on conditions not of the applicant's making, including economic constraints due to the pandemic.

### **Analysis**

On January 27, 2022, the applicant submitted an application requesting a revision to the approved variance to modify the expiration date by two years and an extension of the vesting tentative map, also by two years. The Planning Commission was the final decision making body on the variance revision and the City Council is the final decision making body on the vesting tentative map extension. On June 13, 2022, the Planning Commission adopted a resolution to approve the requested revision to the variance to extend the expiration date by two years and adopted a resolution to recommend that the City Council approve a two-year extension for the vesting tentative map. If the City Council approves the extension of the vesting tentative map, both would expire on January 28, 2024.

#### Vesting tentative map extension

The City Council's 2020 approval of the project included a vesting tentative map associated with a major subdivision not to exceed four residential condominium units and one commercial area, with rights reserved to allow up to 10 commercial condominiums. Project plans which include the vesting tentative map is included as Attachment C.

The Subdivision Ordinance requires the preparation of a tentative map, which has been included in the applicant's approved project plans. The vesting tentative map has been reviewed by the City's engineering division and has been found to comply with the provisions of the State Subdivision Map Act and the City's Subdivision Ordinance subject to previous conditions of approval. There are no new recommended conditions of approval.

The applicant is now requesting an extension of the vesting tentative map by two years, which the applicant indicates is needed to secure financing for the project. Staff believes extending the expiration dates would be reasonable as this would be consistent with the City Council's overall approval of the project and would allow continued implementation of the project. All conditions of approval from the January 28, 2020 approval would continue to apply but the expiration date of the vesting tentative map would be extended to January 28, 2024. The conditions of approval from January 28, 2020 are included as Attachment D. The extension of the vesting tentative map would align with the modified expiration date of the variance, which the Planning Commission approved at its meeting on June 13, 2022.

#### Planning Commission review and recommendation

The Planning Commission recommended approval of a two-year extension of the vesting tentative map based on the following findings:

1. The proposed vesting tentative map extension does not modify any of the original vesting tentative

- map's design, and therefore, all of the findings made on the original vesting tentative map (City Council Resolution No. 6535) are still valid and apply to this extension; and
2. All conditions of approval in City Council Resolutions No. 6535, not otherwise modified, are still in effect.

The June 13 staff report is included as Attachment E and the Planning Commission resolution recommending approval of the requested two-year extension of the vesting tentative map is included as Attachment F.

### Conclusion

Staff believes the request to modify the expiration date of the vesting tentative map by two years is appropriate as it would allow the applicant to secure funding for the project. The proposed revision to the expiration date for the vesting tentative map would align with the Planning Commission's approved revision to the expiration date of the variance. The approval of the revision to the vesting tentative map would allow the approved project to be comprehensively implemented which includes individual sale of the four residential units and one commercial area, with rights reserved for up to ten commercial condominium units. Staff recommends that the City Council consider the Planning Commission's resolution recommending that the City Council approve the extension of the vesting tentative map by two years and adopt a resolution approving the revision to the expiration date of the vesting tentative map.

### **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**

State CEQA Guidelines Section 15162 (Subsequent environmental impact reports and Negative Declarations) provides that when an environmental impact report (EIR) has been certified or negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in light of the whole record, that there are new significant environmental effects due to a change in the project or circumstances, or there is new information of substantial importance as identified in State California Environmental Quality Act (CEQA) Guidelines Section 15162(a)(3.) A Program EIR was prepared and certified by the City Council as part of the El Camino Real/Downtown Specific Plan approval; the Program EIR was certified on June 5, 2012. The extension of time for a tentative map does not involve any physical changes in the environment and hence does not have the potential for causing a significant effect on the environment. No potential new impacts related to the Project have been identified that would necessitate further environmental review beyond the impacts and issues already disclosed and analyzed in the El Camino Real/Downtown Specific Plan Program EIR. No other special circumstances exist that would create a reasonable possibility that the Project will have a significant adverse effect on the environment. Therefore, no further environmental review is required.

### **Public Notice**

Public Notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting. Public notification also consisted of publishing a notice in the local newspaper and notification by mail of owners and occupants within a 300-foot radius of the subject property.

## **Attachments**

- A. Draft resolution to extend the expiration date of an approved vesting tentative map Exhibits to Attachment A:
  - a. Project plans (see Attachment C to this (July 26, 2022) City Council Staff Report)
  - b. Conditions of approval
- B. Location map
- C. Project plans
- D. City Council Resolution No. 6535
- E. Planning Commission staff report, June 13, 2022
- F. Planning Commission Resolution 2022-06

Report prepared by:

Fahteen Khan, Associate Planner

Report reviewed by:

Corinna Sandmeier, Acting Principal Planner

Kyle Perata, Acting Planning Manager

**RESOLUTION NO. XXXX****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK TO APPROVE A TWO-YEAR EXTENSION OF A VESTING TENTATIVE MAP ASSOCIATED WITH A MAJOR SUBDIVISION NOT TO EXCEED FOUR RESIDENTIAL CONDOMINIUM UNITS AND ONE COMMERCIAL AREA, WITH RIGHTS RESERVED FOR UP TO TEN COMMERCIAL CONDOMINIUM UNITS AT 706-716 SANTA CRUZ AVENUE (APN 071-102-250)**

WHEREAS, on January 28, 2020, the City approved a vesting tentative map associated with a major subdivision not to exceed four residential condominium units and one commercial area, with rights reserved for up to ten commercial condominium units, and to revise an approved variance to extend the expiration date by two years to continue to allow skylights on the third floor of a previously approved three-story, mixed-use building to exceed the 38-foot height limit in the SP-ECR/D (El Camino Real/Downtown Specific Plan) zoning district (collectively, the "Project") from Phillip Hyndman ("Applicant"), on behalf of the property owner 706-716 Santa Cruz Ave, LLC ("Owner"), located at 706-716 Santa Cruz Avenue (APN 071-102-250) ("Property"). The vesting tentative map is depicted in and subject to the development plans and documents which are attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, the Property is located in the El Camino Real/Downtown Specific Plan (SP-ECR/D) zoning district and the El Camino Real Downtown (D) sub-district, which supports a variety of uses including personal services, business and professional offices and residential uses; and WHEREAS, on January 27, 2022, the City received an application requesting a two-year extension of the above referenced vesting tentative map which is depicted in Exhibit A; and WHEREAS, the proposed vesting tentative map extension complies with all objective standards of the SP-ECR/D district and D sub-district and furthers the original purposes of the project approvals by allowing the applicant to secure financing for the project and allow the approved project to be implemented; and

WHEREAS, the findings and conditions for the vesting tentative map extension would ensure that all City requirements are applied consistently and correctly as part of the project's implementation; and

WHEREAS, the proposed Project was reviewed by the Engineering Division and found to be in compliance with City standards; and

WHEREAS, the approval of the vesting tentative map extension is consistent with the City Council's approval of the project and allows the project to be implemented; and

WHEREAS, the Project, requires discretionary actions by the City as summarized above, and therefore the California Environmental Quality Act ("CEQA," Public Resources Code Section §21000 et seq.) and CEQA Guidelines (Cal. Code of Regulations, Title 14, §15000 et seq.) require analysis and a determination regarding the Project's environmental impacts; and

WHEREAS, the City is the lead agency, as defined by CEQA and the CEQA Guidelines, and is therefore responsible for the preparation, consideration, certification, and approval of environmental documents for the Project; and

WHEREAS, the City had previously prepared and certified the Program Environmental Impact Report for adoption of the Specific Plan ("Specific Plan EIR") and prepared a checklist for the original vesting tentative map request and overall project detailing that no new effects could occur and no new mitigation measures would be required; and

WHEREAS, all required public notices and public hearings were duly given and held according to law; and

WHEREAS, after public notice having been lawfully given, a public hearing was scheduled and held before the Planning Commission of the City of Menlo Park on June 13, 2022 whereat all persons interested therein might appear and be heard. After closing the public hearing, the Planning Commission considered all pertinent information, documents, exhibits, and all other evidence in the public record on the request; and adopted Planning Commission Resolution No. 2022-07 to approve the variance revision and adopted Planning Commission Resolution No. 2022-06 to recommend approval of extension of the vesting tentative map, respectively, to the City Council; and

WHEREAS, after notice having been lawfully given, a public hearing was scheduled and held before the City Council of the City of Menlo Park on July 26, 2022 whereat all persons interested therein might appear and be heard; and

WHEREAS, the City Council of the City of Menlo Park having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter voted affirmatively to approve the findings and conditions for the extension of the vesting tentative map; and

WHEREAS, the City Council has considered the extension of the vesting tentative map, to be in compliance with Specific Plan EIR, the Draft EIR was released in April 2011, with a public comment period that closed in June 2011. The Final EIR, incorporating responses to Draft EIR comments, as well as text changes to parts of the Draft EIR itself, was released in April 2012, and certified along with the final Plan approvals in June 2012.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Menlo Park, independently, after reviewing all of the evidence before it, holding a public hearing, and considering the Planning Commission's recommendation, hereby approves a two year extension of the vesting tentative map, which vesting tentative map is attached hereto as Exhibit A, and associated conditions, which are attached hereto as Exhibit B, and incorporated herein by this reference, based upon the following findings:

1. The proposed vesting tentative map extension does not modify any of the original Vesting Tentative Map's design, and therefore, all of the findings made on the original Vesting Tentative Map (City Council Resolution No. 6535) are still valid and apply to this extension; and
2. All conditions of approval in City Council Resolutions No. 6535, not otherwise modified by this resolution, are still in effect.
3. The extension of vesting tentative map expiration by two years, would allow the applicant to secure financing for the project and allow the approved project to be implemented, is appropriate.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council hereby finds that no further environmental review is necessary pursuant to the provisions of California Environmental Quality Act under State CEQA Guidelines Section 15162 (Subsequent EIRs and Negative

Declarations) based upon the following findings: That no further environmental review is necessary under CEQA pursuant to State CEQA Guidelines Section 15162 (Subsequent EIRs and Negative Declarations).

State CEQA Guidelines Section 15162 (Subsequent EIRs and Negative Declarations) provides that when an EIR has been certified or negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in light of the whole record, that there are new significant environmental effects due to a change in the project or circumstances, or there is new information of substantial importance as identified in State CEQA Guidelines Section 15162(a)(3). A Program EIR was prepared and certified by the City Council as part of the El Camino Real/Downtown Specific Plan approval; the Program EIR was certified on June 5, 2012. The extension of time for a tentative map does not involve any physical changes in the environment and hence does not have the potential for causing a significant effect on the environment. No potential new impacts related to the Project have been identified that would necessitate further environmental review beyond the impacts and issues already disclosed and analyzed in the El Camino Real/Downtown Specific Plan Program EIR. No other special circumstances exist that would create a reasonable possibility that the Project will have a significant adverse effect on the environment. Therefore, no further environmental review is required.

SEVERABILITY.

If any term, provision, or portion of these findings or the application of these findings to a particular situation is held by a court to be invalid, void or unenforceable, the remaining provisions of these findings, or their application to other actions related to the Project, shall continue in full force and effect unless amended or modified by the City.

I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the twenty-sixth day of July, 2022, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this \_\_\_ day of July, 2022.

---

Judi A. Herren, City Clerk

Exhibits

- A. Project plans
- B. Conditions of approval

# 706 SANTA CRUZ

ARCHITECTURAL REVIEW

706 Santa Cruz Ave., LLC.



FORM4 ARCHITECTURE • THE GUZZARDO PARTNERSHIP • KIER & WRIGHT • ADAPTURE • INTERFACE ENGINEERING

## 706 SANTA CRUZ AVE. MENLO PARK

Architectural Review  
706 Santa Cruz Ave., LLC.

CS 0.0  
November 25, 2019



PROJECT DESCRIPTION:

A new three story mixed use building with one and a half levels of below grade parking, ground floor residential and office lobbies, parking & retail; second floor office and balconies; and third floor residential units, office and balconies.

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- CS 0.1 Drawing Index & Project Data
- CS 0.2 Code Compliance

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- MP 0.2 Street Views Context
- MP 0.3 Existing Photos
- MP 0.4 Existing Building Elevation Photos
- MP 1.0 Floor Plans, Area Analysis & LEED
- MP 1.1 Floor Plans & Area Analysis
- MP 1.2 Detailed Area Analysis
- MP 1.3 Detailed Area Analysis
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- MP 2.1 Shadow Study
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- CP-7 Parking Management
- CP-8 Temporary Fencing & Scaffolding

PROJECT DATA:

CODE & ZONING	
APN	71102250
ZONING	SP-ECC/D
CONSTRUCTION TYPE	Type II-b
OCCUPANCY	
Parking Levels	
Retail Level 1	
Office Level 2 & 3	
Residential Level 3 (4 units)	
SITE AREA	23,454 sf 0.538 acres

BUILDING AREA NOTES & EXEMPTIONS	
Maximum FAR = 2 FAR	2.0 48,908 sf allowed
Allowable Office Area = 1 FAR	1.0 23,454 sf allowed
Maximum Residential Density	25 units per acre
Exclusion for covered parking	M.P.M.C. section 16.04.325 (C)(3)
Exclusion for Trash & Recycling	M.P.M.C. section 16.04.325 (C)(6)
Exclusion for Area with No AC or Windows	M.P.M.C. section 16.04.325 (C)(1)
Exclusion for Area with Noise Generating Equipment	M.P.M.C. section 16.04.325 (C)(2)
Exclusion for Vent Shafts	M.P.M.C. section 16.04.325 (C)(3)

BUILDING AREA (please see sheet CS 1.1 for graphic depiction of data & detail breakdown)						
	Office	Retail	Residential	FAR Subtotal	Excluded (in FAR)	Total Floor
Parking Level 1	-	-	-	-	22,579	22,579
Parking Level 2	-	-	-	-	7,934	7,934
Ground Floor	914	12,049	1,008	13,972	7,064	71,036
2nd Floor	19,099	-	368	19,366	305	39,471
3rd Floor	1,440	-	10,130	11,570	2,275	75,645
	21,454	12,049	11,405	46,908	29,957	86,865
Percentage of each use:	50.00%	25.69%	24.31%	100.00%		
Allowable Exclusion for Area with No AC or Windows	1,407 sf allowable (3% of gross area)				750 sf proposed	
Allowable Exclusion for Area with Noise Generating Equipment	469 sf allowable (2% of gross area)				757 sf proposed	

PARKING REQUIRED:	
Exemption from Parking Requirement = 1 FAR	23,454 sf
Ground Floor Retail	-12,049 sf
Exemption Credit that may be used on 2nd floor:	11,405 This is the exemption allowed less the retail area of the ground floor.
Total Office Area	23,454 sf
Less exemption credit	-11,405 sf
Office Area to be parked at 3.8 spaces per 1000 sq:	12,049 sf
Office Parking Required:	45.79 spaces
Replace Lost Surface Parking	18 spaces
Residential Requirement (1 per unit)	4 spaces
Total Parking Required	67.79 spaces rounded up to 68 spaces required

PARKING PROVIDED:	
Surface Parking	
Standard	1
ADA	3
	4
Garage Parking	65
Total Parking Provided	69 (68 stalls required)

ELECTRICAL VEHICLE CHARGING	
Credit for 15% of stalls provided	10.35 rounded up to 11 spaces required
Total Standard EV Stalls provided	10
Total Accessible EV Stalls provided	1
Total EV Stalls Provided	11
(5 charging units to 20 stalls at level P1) (one accessible stall at level L1)	

BICYCLE PARKING REQUIRED:	
Short Term at 1/200' Of: 1/5% retail, 1/100 units residen <sup>3</sup>	6
Long Term at 1/10k' Of: 1/200' retail, 1/unit residential	9 (for office & retail a minimum of 2 are required)
Total Required:	15

BICYCLE PARKING PROVIDED:	
Short Term	12 (provided along Chestnut St. & Santa Cruz Ave)
Long Term	10 (provided at Garage Level 1A)
Total Required:	22



CODE COMPLIANCE

706 Santa Cruz Ave  
Garage and Shell Mixed-Use Building



Code Analysis

November 5, 2019

<b>APN #</b>	<b>071-102-250</b>
<b>Project Address:</b>	706-718 Santa Cruz Ave Menlo Park, CA 94025
<b>Legal Jurisdiction:</b>	City of Menlo Park, CA
<b>County:</b>	San Mateo County
<b>Building Codes:</b>	2016 California Building Code, 2016 California Plumbing Code, 2016 California Mechanical Code, 2016 California Electrical Code, 2016 California Fire Code, 2016 California Green Building Code, 2006 California Energy Code City of Menlo Park Building Codes & Ordinances
<b>Construction Type:</b>	Type II-B Shell Office Building
<b>Sprinkler System:</b>	100% Sprinklered (CBC 903.3 / NFPA 13)
<b>Fire Alarm:</b>	Fire Alarm provided (CBC 907)
<b>Building Occupancy:</b>	A-3 occupancy (CBC 303.4 – assembly) B occupancy (CBC 304 – shell office / business) M occupancy (CBC 309 – mercantile) R-2 occupancy (CBC 310.4 – residential) S-2 occupancy (CBC 311.3 – storage / garage)
<b>Net Building Area:</b>	Basement Level P2: 7,934 sf [S-2] Basement Level P1: 22,579 sf [S-2] <b>Total: 30,513 sf</b> Ground Level L1: 20,138 sf [M: 11,817 / S-2: 6,984 sf / B (lobby): 1,400 sf] Level L2: 20,693 sf [B] Level L3: 11,644 sf [B: 2,317 sf / R-2: 9,527 sf] <b>Total: 54,029 sf</b> L3 Roof Deck: 1,485 sf [A-3]

Dev\_CalcAnalysis-GARAGE-OFFICE\_TYPE\_IBL.doc  
1

**Building Area:**

Allowable Building Area per story (CBC 506):

**II-B Construction (separated uses with height increase):**

**II-B for "A-3" Occupancy (CBC 506):**  
SM = 9,500 sf (with height increase)

**II-B for "B" Occupancy (CBC 506):**  
SM = 69,000 sf

**II-B for "M" Occupancy (CBC 506):**  
SM = 37,500 sf

**II-B for "R-2" Occupancy (CBC 506):**  
SM = 16,000 sf (with height increase)

**II-B for "S-2" Occupancy (CBC 506):**  
S1 = 104,000 sf & S2 = 76,000 sf

**Building Height – II-B Construction:**

Allowable Building Height (CBC 504):

**II-B for "A-3" Occupancy (CBC 506):**

Ht = 75 ft / Stories = 3 (height increase from 2 to 3 stories)

**II-B for "B" Occupancy (CBC 506):**  
Ht = 75 ft / Stories = 4

**II-B for "M" Occupancy (CBC 506):**  
Ht = 75 ft / Stories = 3

**II-B for "R-2" Occupancy (CBC 506):**  
Ht = 75 ft / Stories = 5 (without area increase)

**II-B for "S-2" Occupancy (CBC 506):**  
Ht = 75 ft / Stories = 4

**Separated Occupancies Allowable Area and Height**

Note: No area increase due to frontage considered.

Garage Basement: 29,494 < 104,000, complex (CBC 506.1.3)

First Floor: 6,984/76,000 + 11,817/37,500 = 0.09 + 0.32 = 0.41 < 1.0

Second Floor: 20,693/69,000 = 0.30 < 1.0

Third Floor: 3,035/69,000 + 9,874/16,000 + 1,485/9,500 = 0.03 + 0.60 + 0.16 = 0.79 < 1.0

Sum of all floor ratios = 0.41 + 0.30 + 0.79 = 1.5 < 3.0

The sum of ratios for each story is less than 1.0 (CBC 506.4.2) and the sum of ratios for all floors is less than 3.0 (CBC 506.2.4), therefore, building area is below allowable and complies with requirements. The proposed building is three stories tall with the highest point of the building at 53'-0" above the grade plane. This complies with the code limits listed above.

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2

**Wall and Shaft Fire Rating Requirements**

Separation by Use (table 508.4):

- S-2 and M 1 hr
- S-2 and B 1 hr
- R-2 and B 1 hr
- R-2 and R-2 1 hr (CBC 708)

Per CBC 420, 708 and 711 wall and floor assembly separating dwelling units shall have a fire resistive rating of 1-hr.

**Garage & Podium Construction Type: II-B**

Per Table 601 any new construction to be:

- Bearing walls- Exlr & Inlr 0 hr
- Structural frame 0 hr
- Partitions (permanent) 0 hr
- Floors & Roof / Podium 0 hr
- Shafts >= 4 Stories 2 hr (CBC 713.4)
- Shafts < 4 Stories 1 hr (CBC 713.4)

Wall framing at Stair 1 & 2 and elevators 1 & 2 shall have 2-hour fire resistive rating.

**Exterior Wall Rating and Openings**

Exterior Wall Rating per Table 602:

- Exterior Wall 0 < 5' 2 hr (M only – table 602)
- Exterior Wall 0 < 10' 1 hr (S to 10' at M)
- Exterior Wall 10' to 30' 0 hr

**Exterior Wall Openings**

Table 705.8

- Separation 0-3' Not Permitted
- Separation 15-20' 75% (UR, S)
- Separation > 20' No Limit

**Occupant Load and Egress Requirements**

Occupant load per use (table 1004.1.2)

- A-2: Assembly = 15 sf/occ net
- S-2: Parking Garage = 209 sf/occ gross
- M: Mercantile = 60 sf/occ gross
- B: Office = 100 sf/occ gross
- R-2: Residential = 200 sf/occ gross

Maximum occupant load assumed at second floor 'B' occupancy with 10% maximum allowed accessory assembly occupancy:

18,674 \* 0.1 = 1,868 & 18,674 = 1,868 = 16,806 SF

16,806/100 + 1,868/15 = 169 + 125 = 294 occupants total / 147 per exit

18,674/294 = 63.5 SF / OCC.

Stairway minimum width = 147\*0.3 = 44.1' & Minimum width of components = 147\*0.2 = 30'

**Residential Emergency Egress**

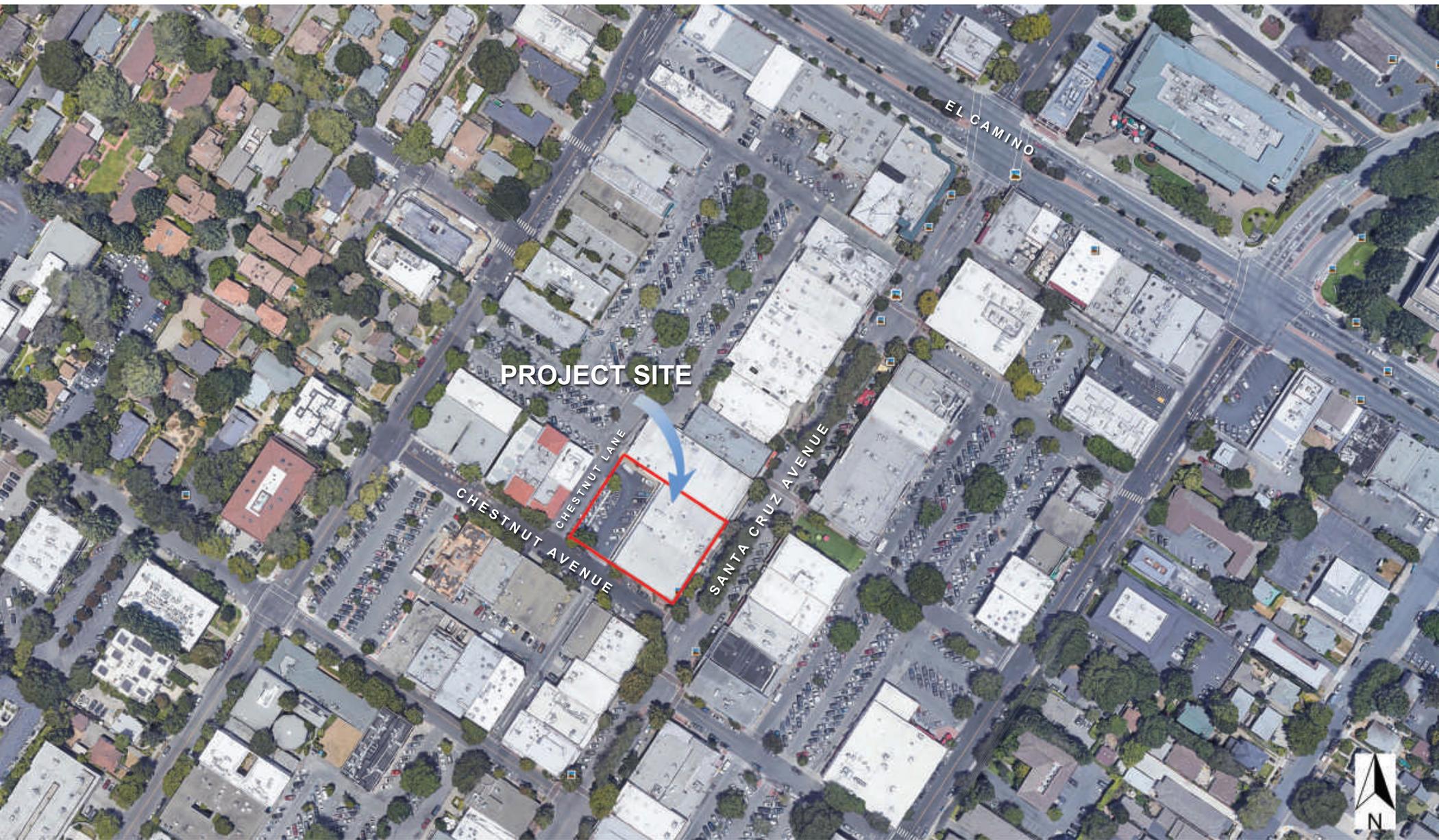
CBC Section 1030: 44" max. AFF; 5.7 sf min open area; 24" min high, 20" min. wide.

**Residential Ventilation Requirements**

CBC Section 1203.5: 4% of floor area

Dev\_CalcAnalysis-GARAGE-OFFICE\_TYPE\_IBL.doc  
3





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## 706 SANTA CRUZ AVE. MENLO PARK

Architectural Review  
706 Santa Cruz Ave., LLC.

VICINITY MAP

MP 0.1  
November 25, 2019





4. Santa Cruz Ave Proposed Streetscape



3. Santa Cruz Ave Existing Streetscape



2. Chestnut St. Proposed Streetscape



1. Chestnut St. Existing Streetscape

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## 706 SANTA CRUZ AVE. MENLO PARK

Architectural Review  
706 Santa Cruz Ave., LLC.

## STREET VIEWS CONTEXT

MP 0.2  
November 25, 2019





1: View looking Southwest down Santa Cruz Ave



2: View looking North at corner of Santa Cruz Ave & Chestnut St.



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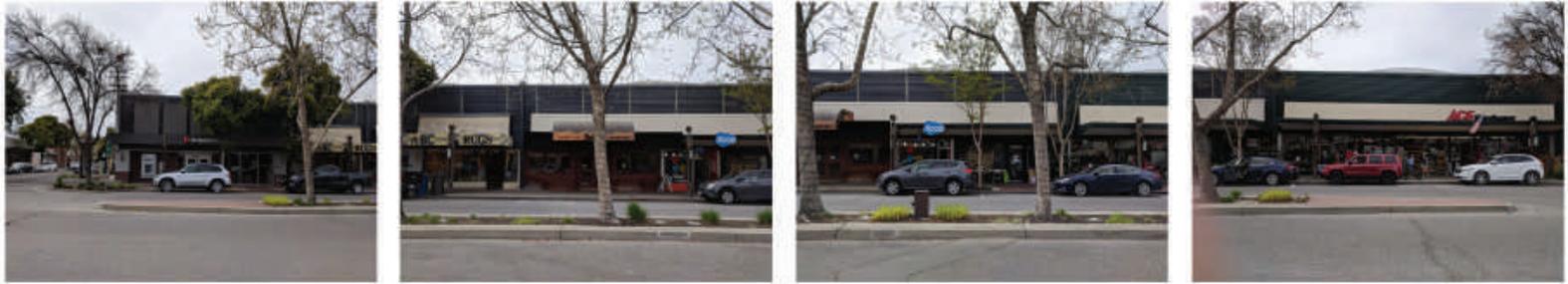
## 706 SANTA CRUZ AVE. MENLO PARK

Architectural Review  
706 Santa Cruz Ave., LLC.

EXISTING SITE PHOTOS

MP 0.3  
November 25, 2019





Existing Building East Elevation



Existing Building South Elevation



Existing Building West Elevation



THIRD FLOOR PLAN



SECOND FLOOR PLAN



FIRST FLOOR PLAN

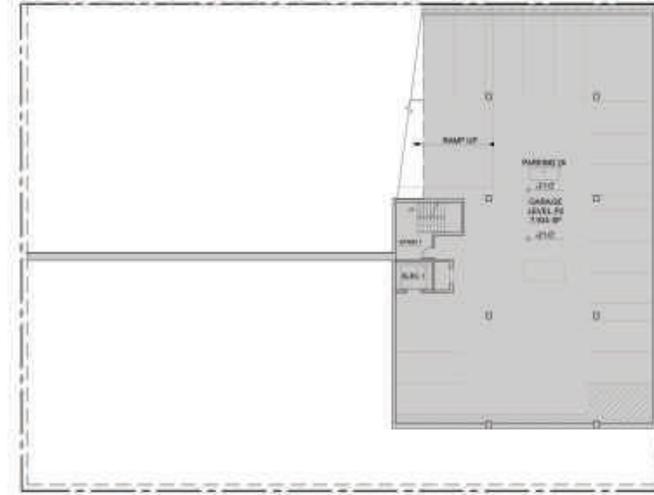
LEED v4 for BD+C: Core and Shell Project Checklist		Project Name:	706 Santa Cruz	DRAFT
		Date:	7/27/18	
		Zipcode:	94025	
1	1	1	1	1
<b>0 6 25 Location and Transportation 30</b>				
1	1	1	1	1
<b>0 6 3 Sustainable Sites 11</b>				
1	1	1	1	1
<b>0 6 3 Water Efficiency 11</b>				
1	1	1	1	1
<b>0 9 1 Energy and Atmosphere 32</b>				
1	1	1	1	1
<b>0 9 2 Materials and Resources 14</b>				
1	1	1	1	1
<b>0 9 3 Indoor Environmental Quality 10</b>				
1	1	1	1	1
<b>0 9 4 Innovation 9</b>				
1	1	1	1	1
<b>0 9 5 Regional Priority 4</b>				
1	1	1	1	1
<b>0 9 6 TOTALS 110</b>				
Certified: 45 to 49 points, Silver: 50 to 59 points, Gold: 60 to 79 points, Platinum: 80 to 110				

Note: The points on this scorecard are preliminary and are subject to change as the project develops.

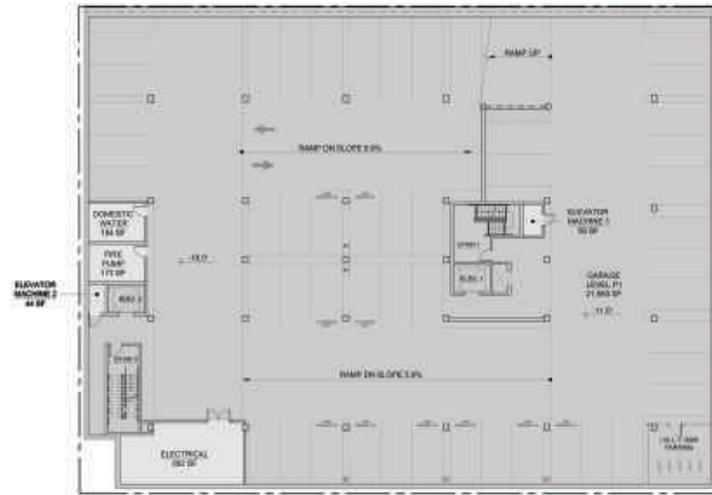


DETAILED AREA SUMMARY								
Garage P1 & P2		AREA	Area Classification					
			OFFICE	RETAIL	RESIDENTIAL	EXCLD	EXCLD 1%	EXCLD 1%
Garage P1		21,900				21,900		
P1 Domestic Water		184						184
P1 Fire Pump		173						173
P1 Electrical Room		562					562	
P1 Elev. Mach. 1		56					56	
P1 Elev. Mach. 2		44					44	
Garage P2		7,934				7,934		
Subtotal:		30,513				29,494	602	357
<b>1st FLOOR</b>								
Covered Parking		6,499				6,499		
Trash Enclosure		426				426		
Mechanical Shaft		55					55	
MDF Room		63					63	
Exterior Columns		36	24					
Retail 1/2		7,531		7,531				
Retail 3		4,286		4,286				
Lobby 1		634	317	165	152			
Stair 1		260	179		86			
Stair 1 Lobby		259	130	67	62			
Elev 1		104	104					
Lobby 2		907			907			
Inaccessible Spaces		25					25	
Stair 2		239	161		78			
Elev 2		111			111			
Subtotal:		21,036	914	12,049	1,008	6,976	88	0
<b>2nd FLOOR</b>								
Office		18,674	18,674					
North Terrace		2,019			6	2,019		
Exterior Columns		18	12		6			
Inaccessible Spaces		151				151		
Elev 1		104	104					
Stair 1		220	148		72			
Elev 2		111			111			
Stair 2		239	161		78			
Mechanical Shaft		105				105		
Subtotal:		21,641	19,099	0	264	2,275	0	0
<b>3rd FLOOR</b>								
Office		2,317	2,317					
Balcony 5		1,485			1,485			
Apt 1		2,900			2,900			
Balcony 1		1,187			1,187			
Apt 2		2,274			2,274			
Balcony 2		441			441			
Apt 3		2,354			2,354			
Balcony 3		178			178			
Apt 4		2,399			2,399			
Balcony 4		1,191			1,191			
Hallway		1,044	704		940			
Mechanical Shaft		105				105		
Stair 1		222	150		72			
Elev 1		105	105					
Stair 2		244	164		80			
Elev 2		111			111			
Subtotal:		18,157	3,440	0	10,130	4,587	0	0
Total:		23,454	12,049	11,405	43,332	750	357	
FAR Ratio:		0.500	0.257	0.243				
Weighted Ratio:		0.675		0.327				
Total FAR area:		46,908						

F.A.R. SUMMARY	
Site Area:	23,454 sf
Max. FAR:	3.0
Allow Building Area:	46,908 sf
Proposed Building Area:	46,908 sf
Max. Office Area:	23,454 sf (max. office area = 1.0 FAR)
Proposed Office Area:	23,454 sf
Allow. Area Excluded at 3%:	1,407 sf
Proposed Excluded at 3%:	750 sf
Allow. Area Excluded at 1%:	489 sf
Proposed Excluded at 1%:	357 sf



**GARAGE LEVEL P2**



**GARAGE LEVEL P1**

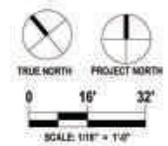
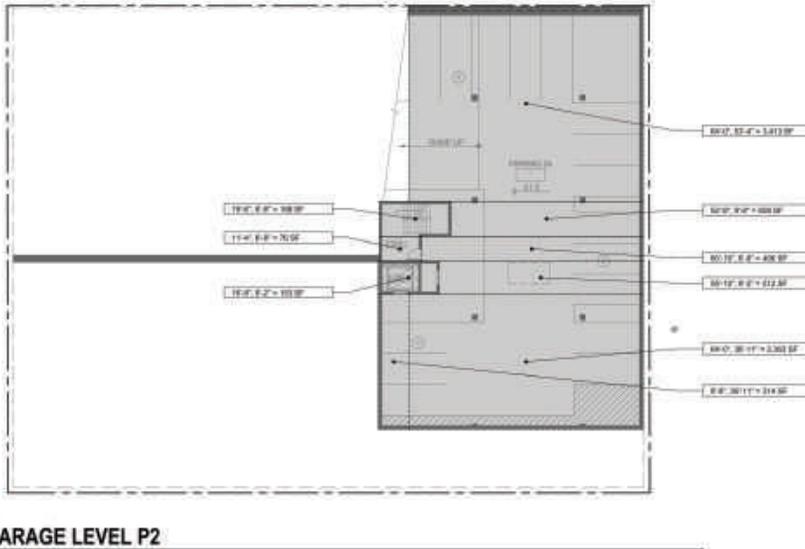
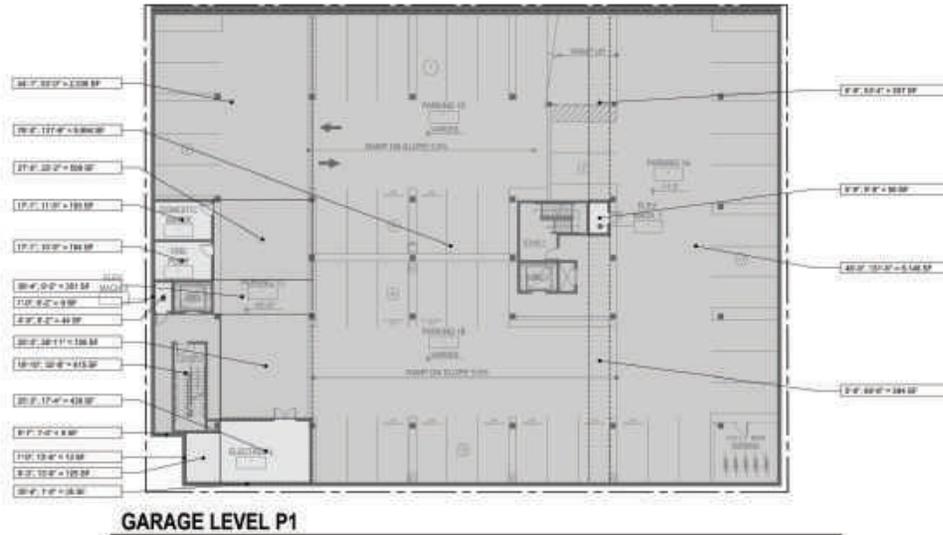
**AREA LEGEND**

- RETAIL
- OFFICE
- RESIDENTIAL
- SHARED
- EXCLUDED
- 1% & 3% EXCLUDED

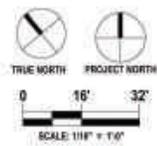
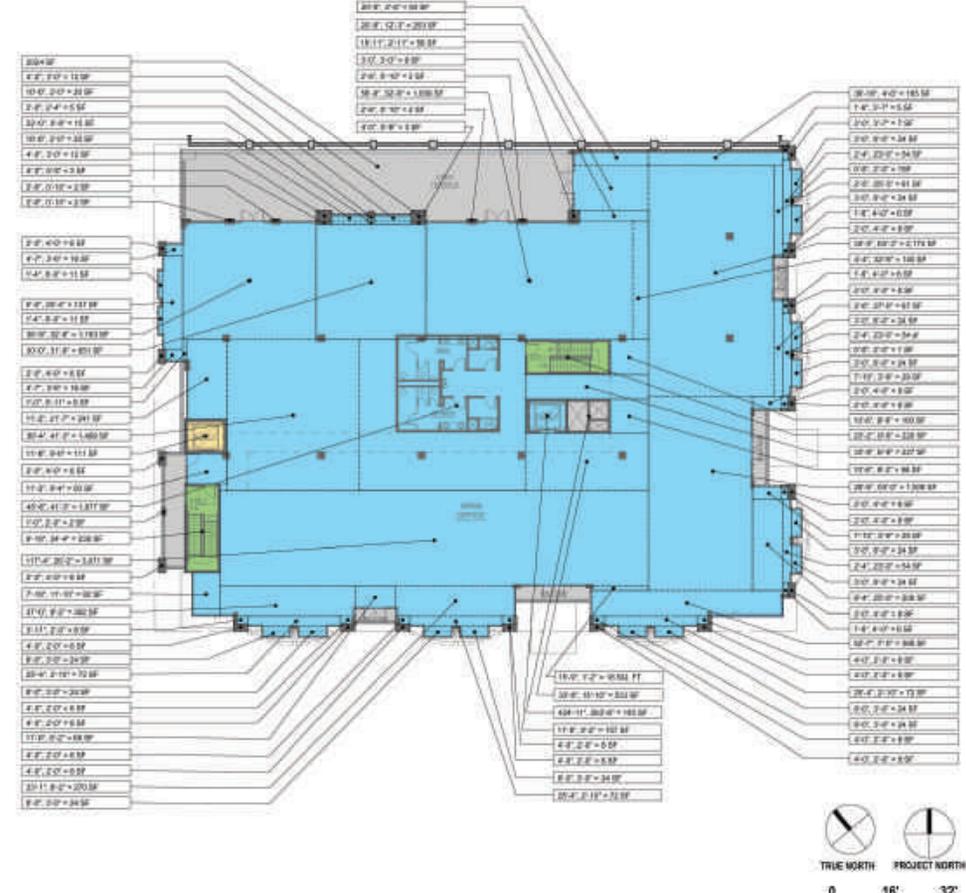
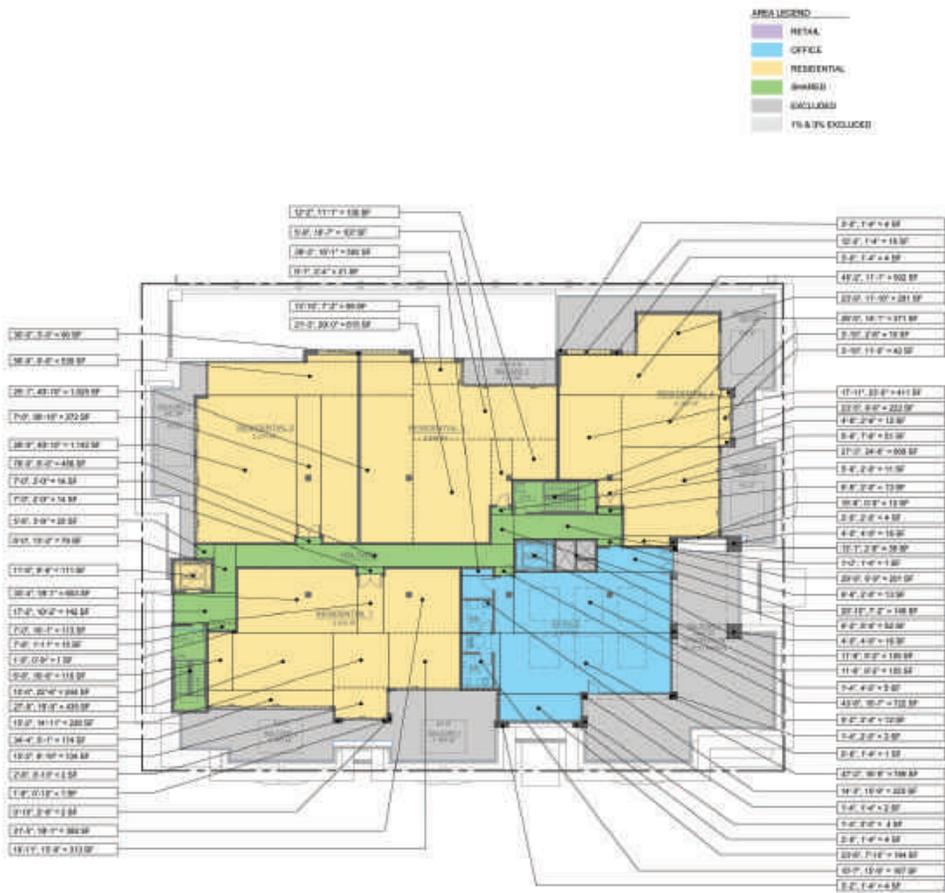
TRUE NORTH PROJECT NORTH

0 16' 32'

SCALE: 1/8" = 1'-0"







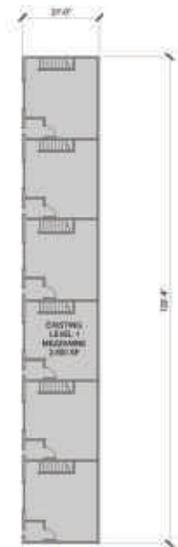
FORM4 ARCHITECTURE • THE GUZZARDO PARTNERSHIP • KIER & WRIGHT • ADAPTURE • INTERFACE ENGINEERING

**706 SANTA CRUZ AVE. MENLO PARK**  
Architectural Review  
706 Santa Cruz Ave., LLC.

**DETAILED AREA ANALYSIS**  
(see following sheets for enlarged plans)

MP 1.3  
November 25, 2019

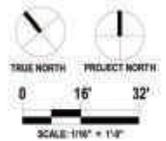




**EXISTING FIRST FLOOR MEZZANINE PLAN - 2,800 SF**



**EXISTING FIRST FLOOR PLAN - 12,375 SF**





Winter Solstice 9am



Winter Solstice 12pm



Winter Solstice 3pm



Summer Solstice 9am



Summer Solstice 12pm



Summer Solstice 3pm

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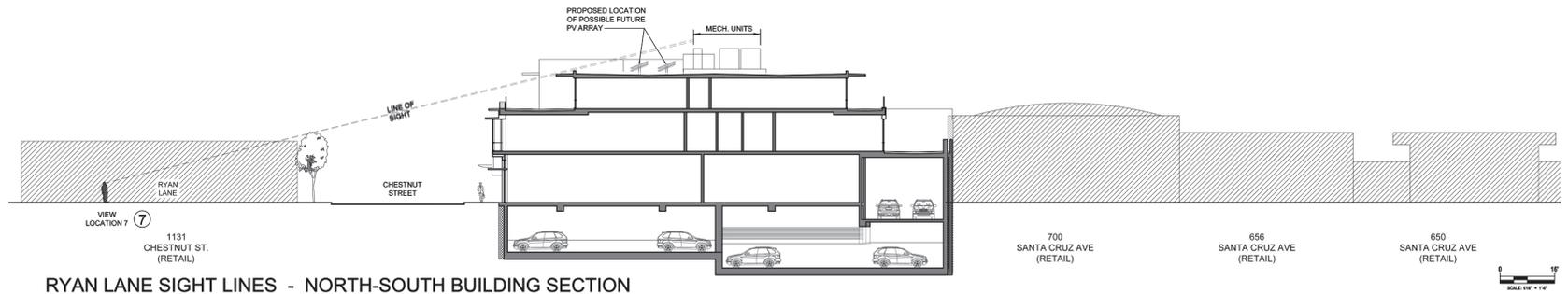
### SHADOW STUDY

MP 2.1  
November 25, 2019

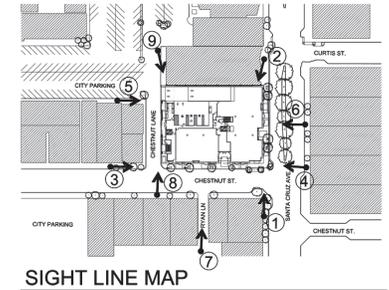




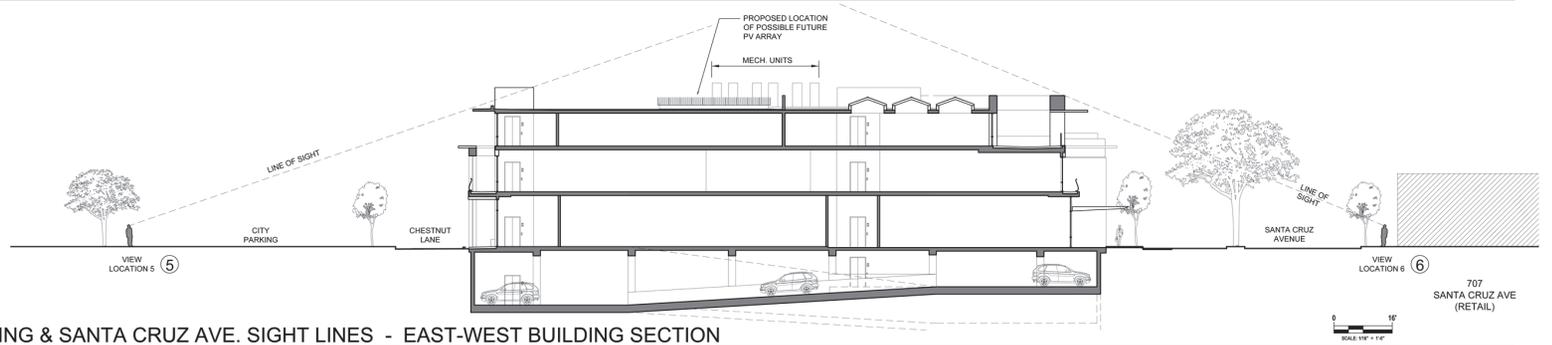
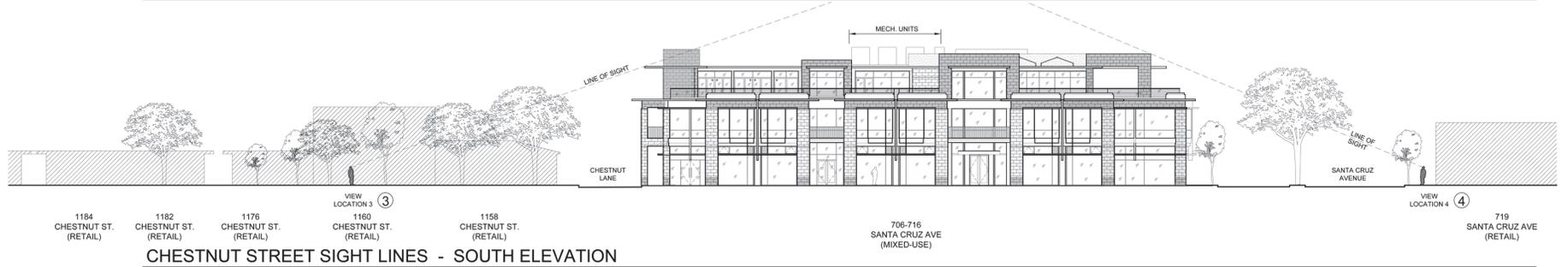
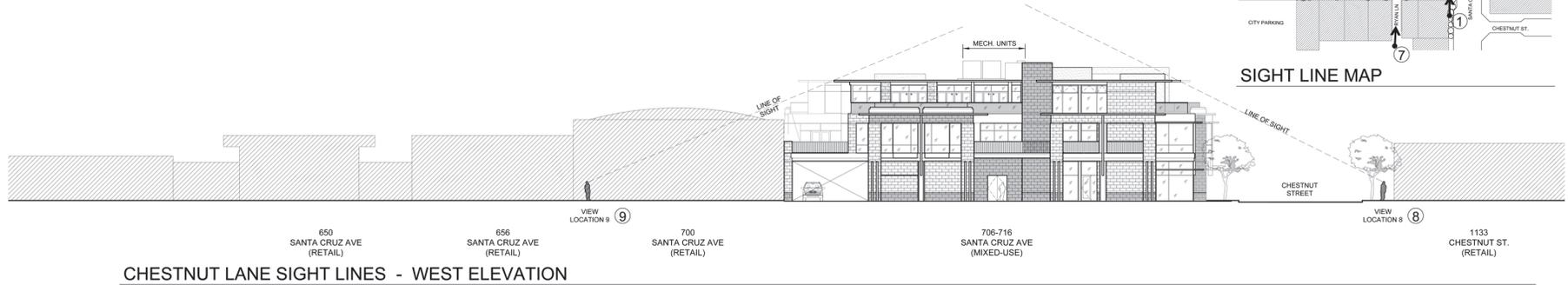
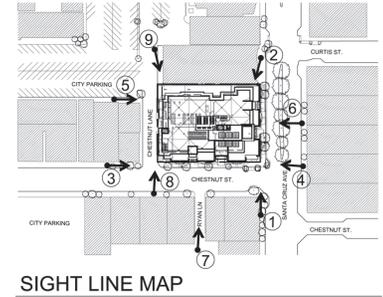
SANTA CRUZ AVENUE SIGHT LINES - EAST ELEVATION



RYAN LANE SIGHT LINES - NORTH-SOUTH BUILDING SECTION



SIGHT LINE MAP



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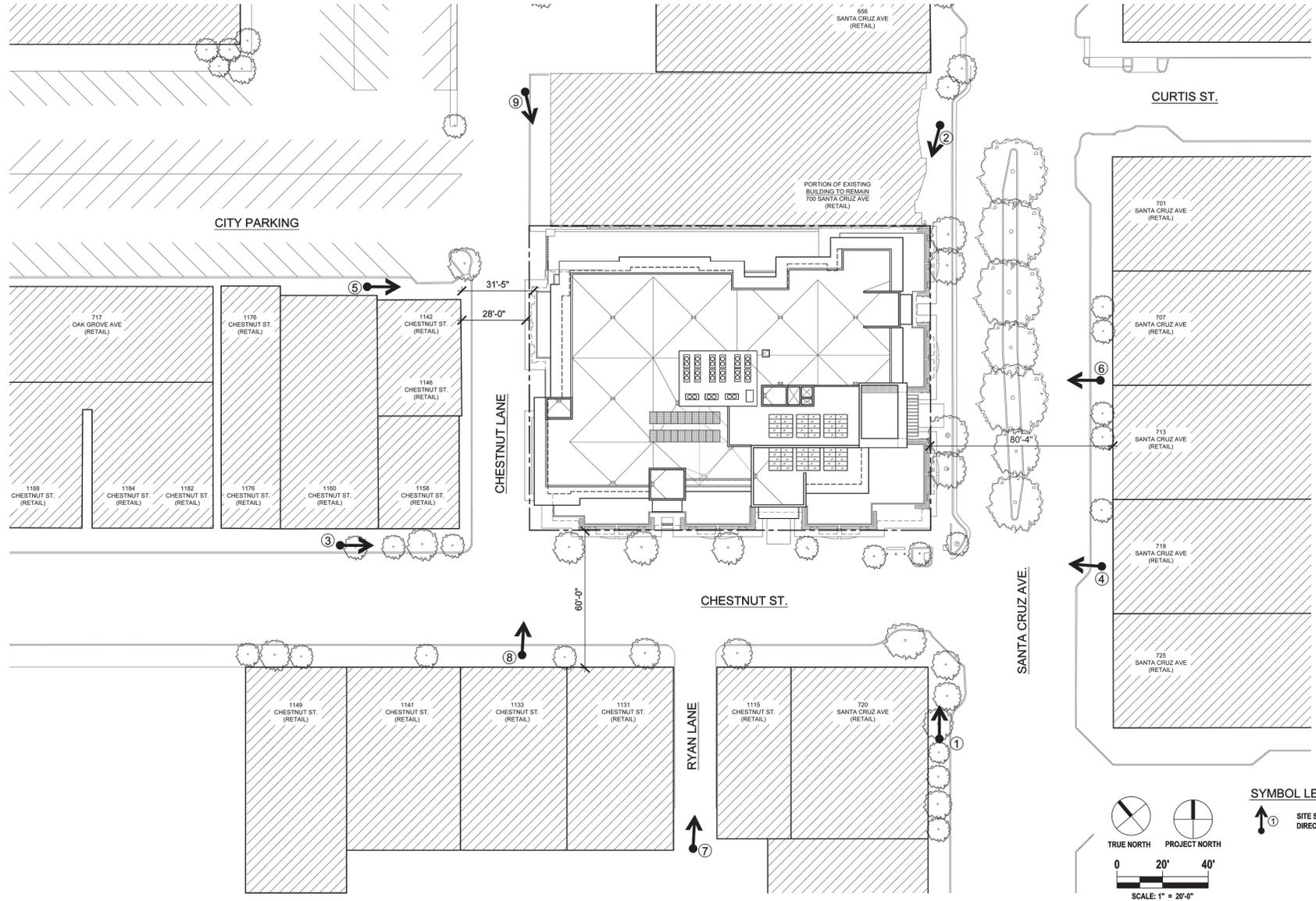
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## SITE LINE STUDY

MP 3.1  
November 25, 2019





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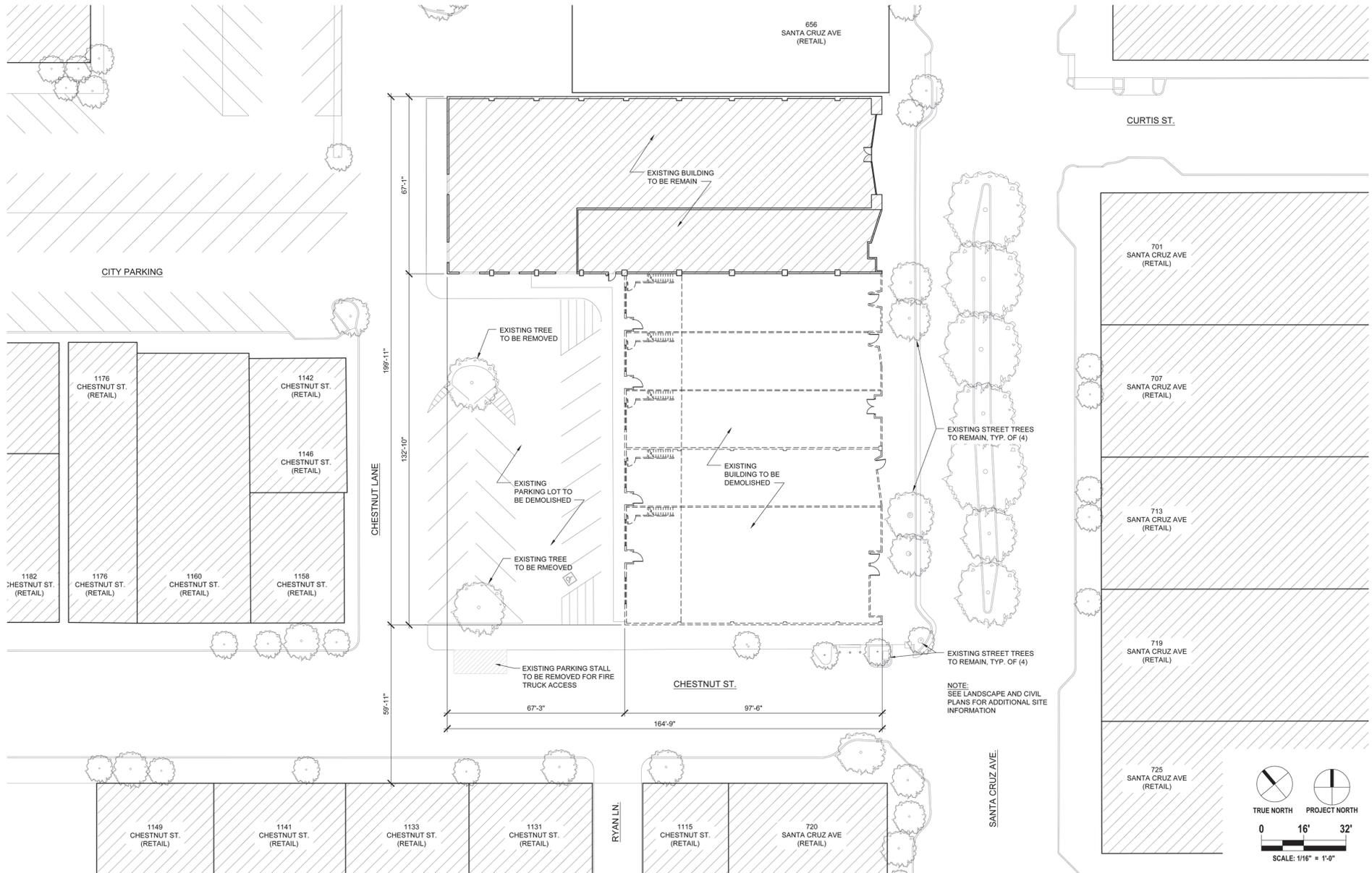
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AREA PLAN

A 0.1  
November 25, 2019





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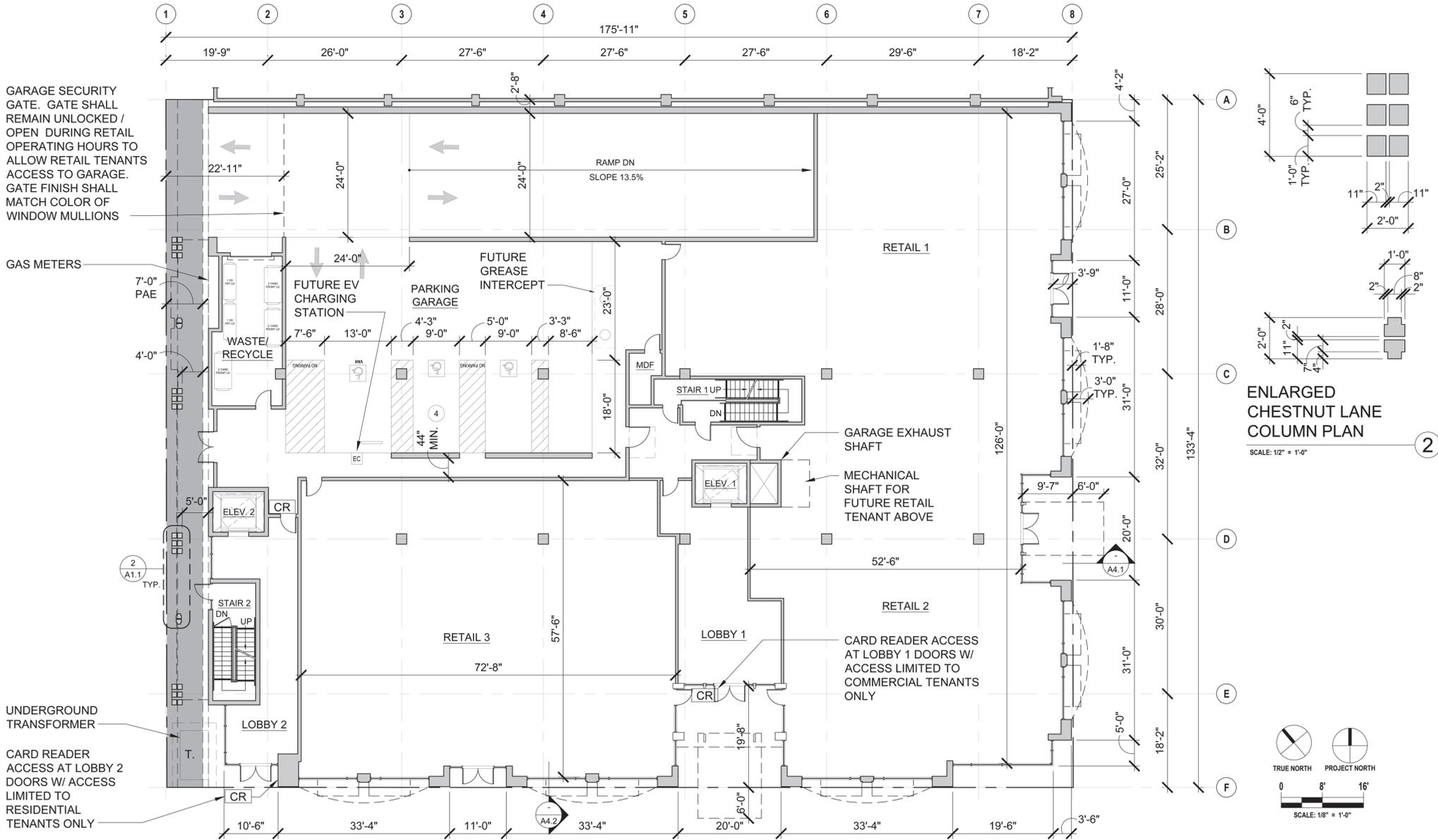
## EXISTING SITE PLAN

A 0.2  
November 25, 2019









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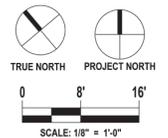
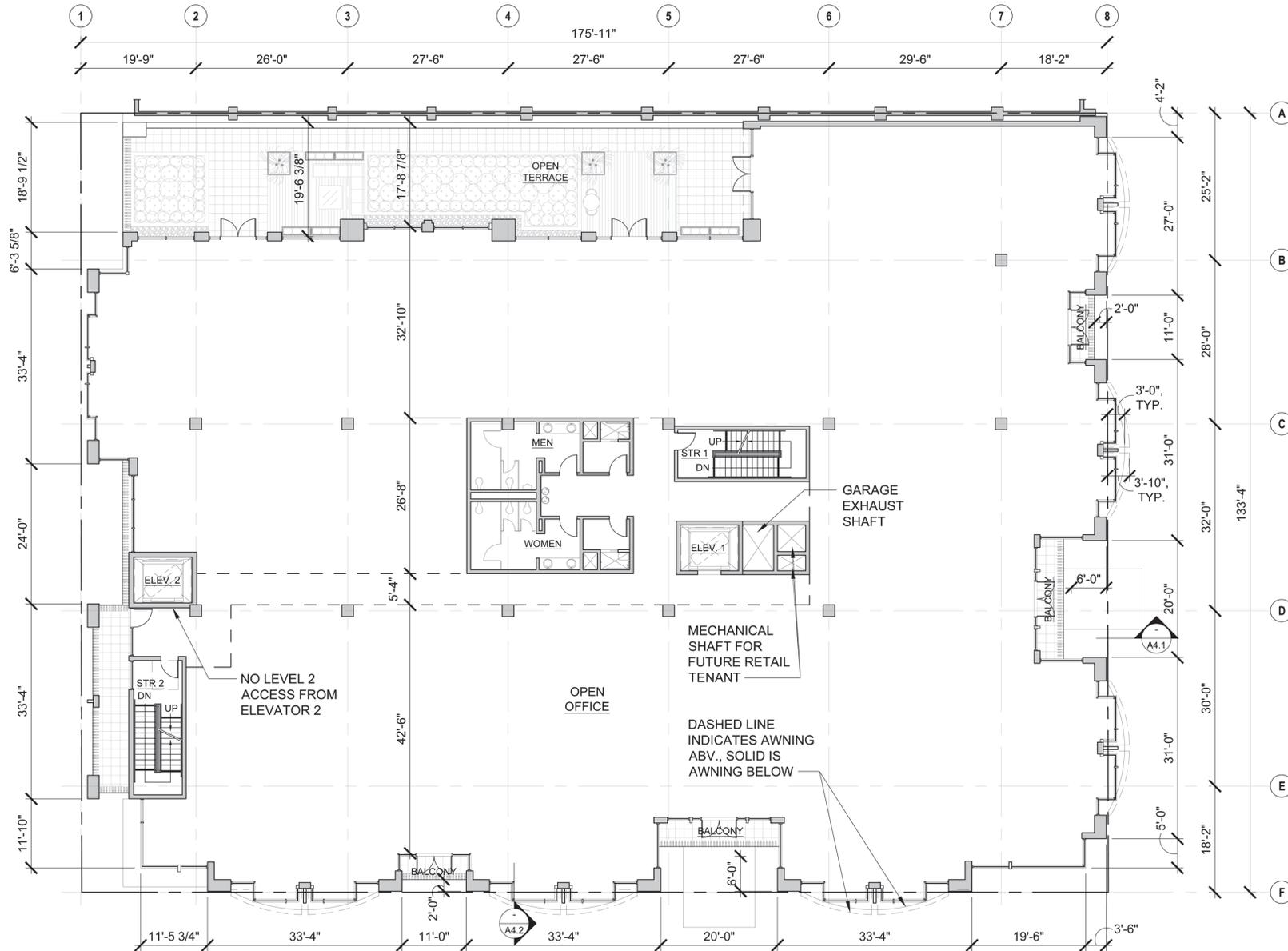
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## GROUND FLOOR PLAN

A 1.1  
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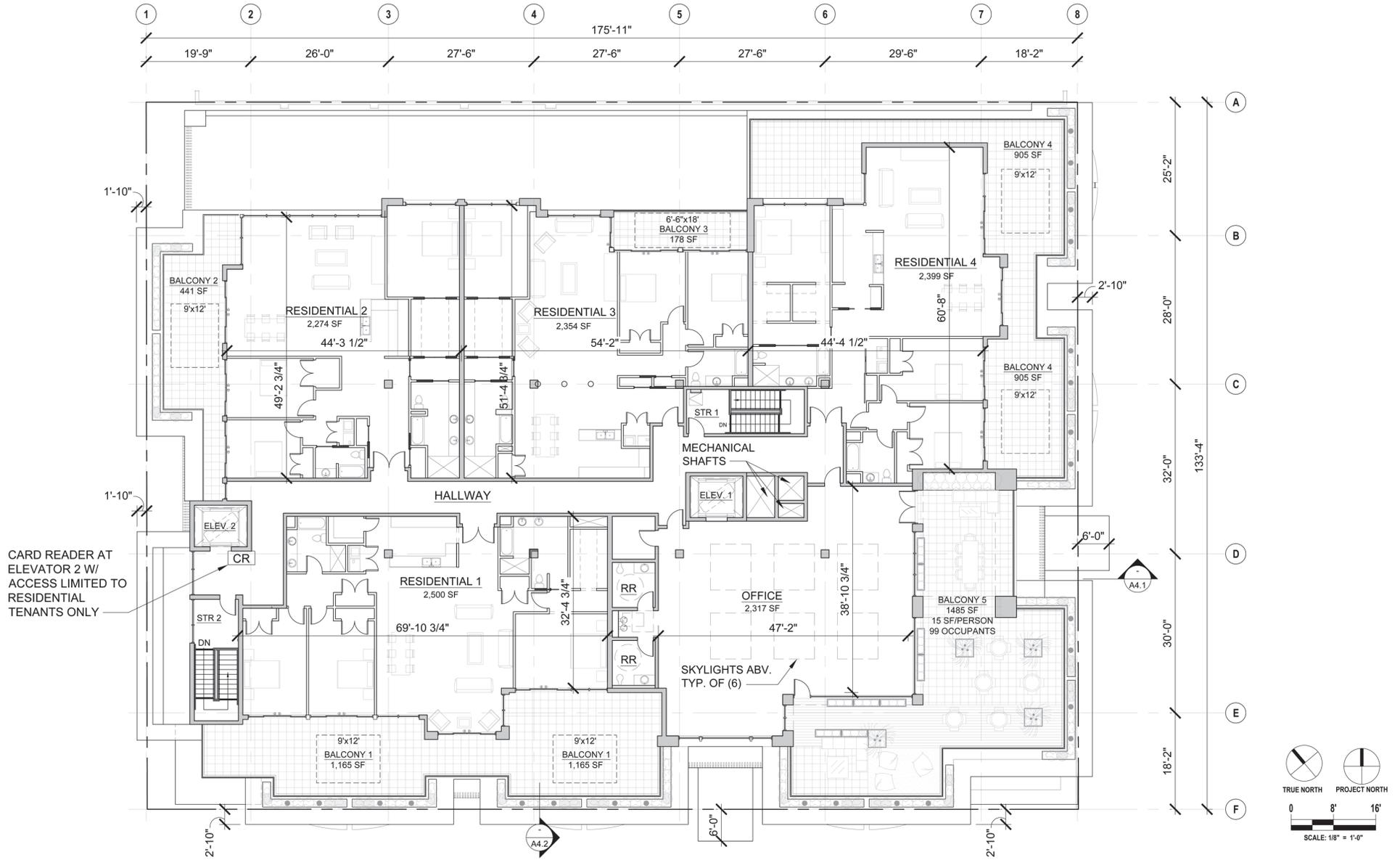
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## SECOND FLOOR PLAN

A 1.2  
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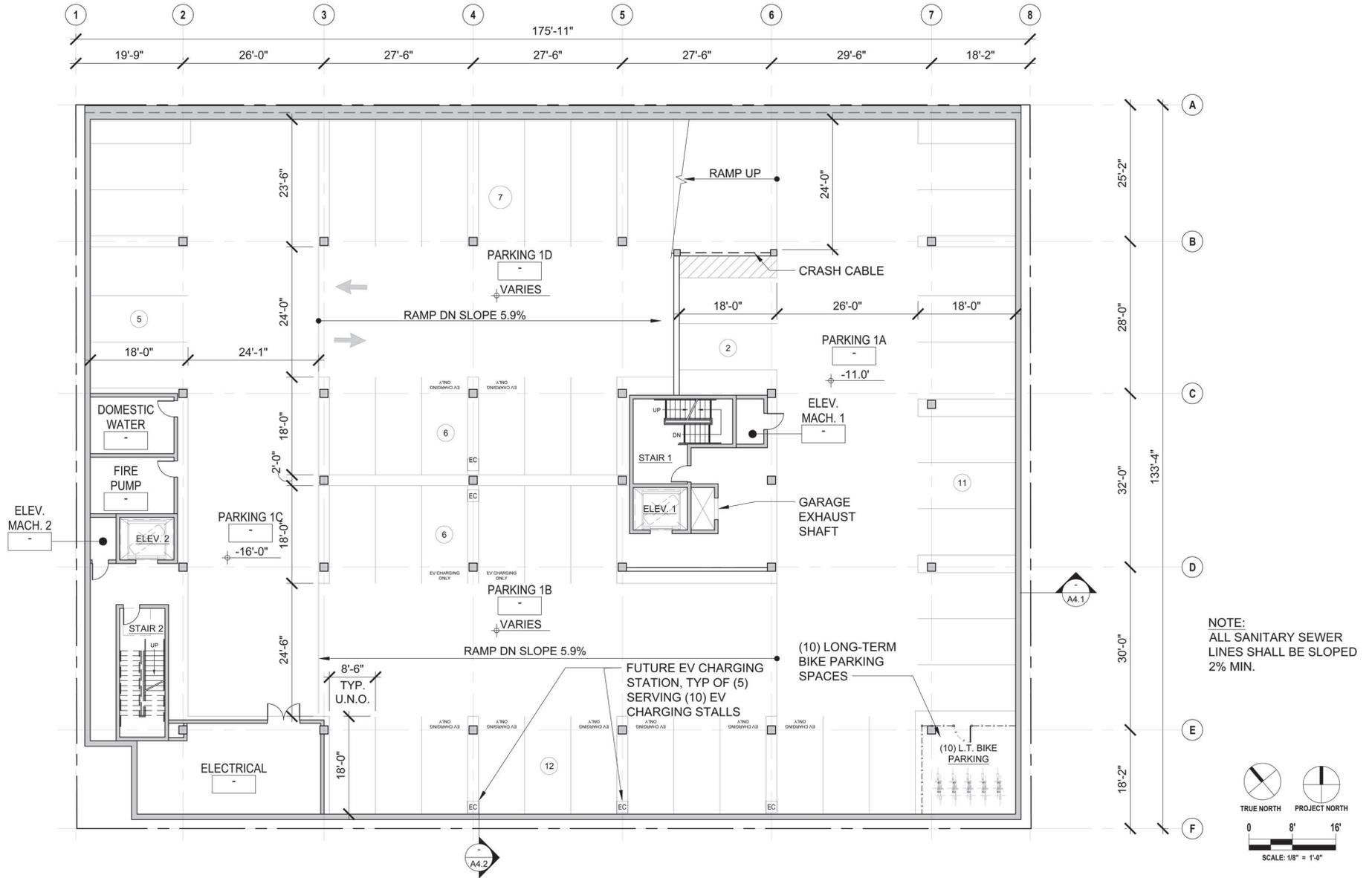
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## THIRD FLOOR PLAN

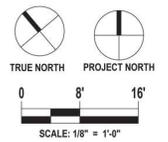
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November 25, 2019

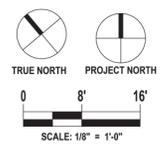
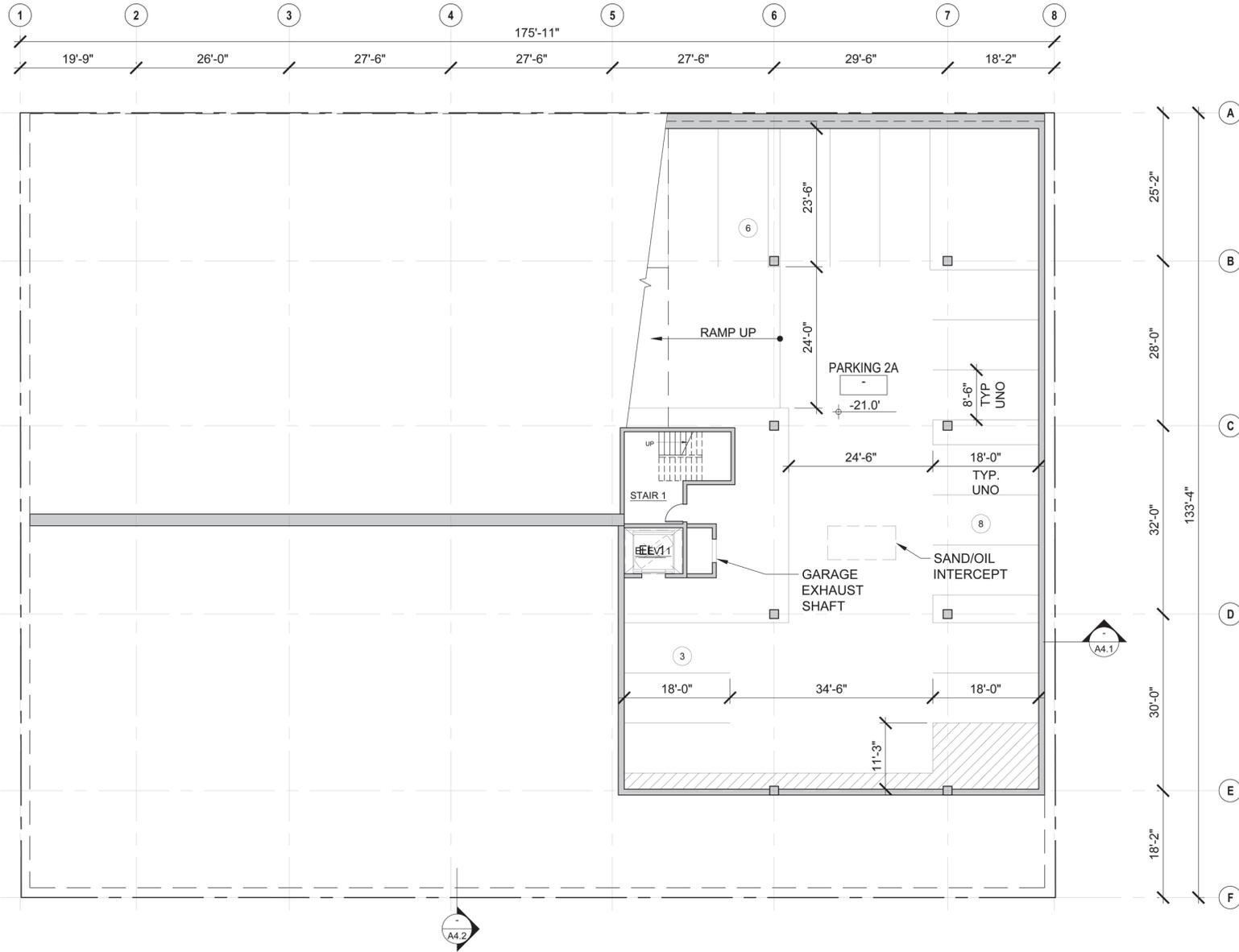






NOTE:  
ALL SANITARY SEWER  
LINES SHALL BE SLOPED  
2% MIN.





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## PARKING LEVEL P2

A 1.6  
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### SANTA CRUZ RENDERING

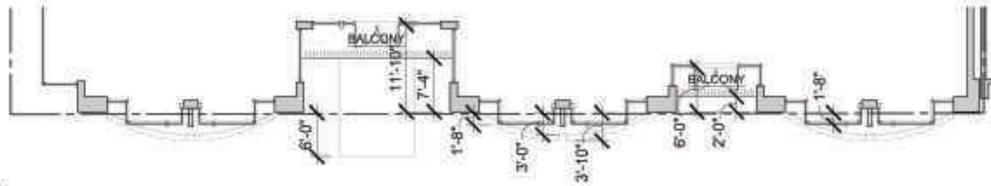
A 2.1  
November 25, 2019



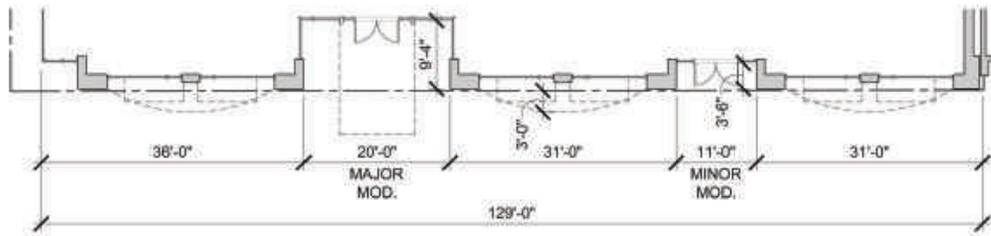


- + 37'-9" (EL: 113.495')  
ROOF HEIGHT  
(MPPC E.3.2)
- + 27'-8" (EL: 103.28')  
THIRD FLOOR
- + 15'-0" (EL: 90.78')  
SECOND FLOOR
- 0'-3" (EL: 75.54')  
FIRST FLOOR  
LEVEL 1A
- 0'-3 3/4" (EL: 75.495')  
AVERAGE NATURAL  
GRADE

EAST ELEVATION



SECOND FLOOR



FIRST FLOOR







FORM4 ARCHITECTURE • THE GUZZARDO PARTNERSHIP • KIER & WRIGHT • ADAPTURE • INTERFACE ENGINEERING

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## CHESTNUT STREET RENDERING

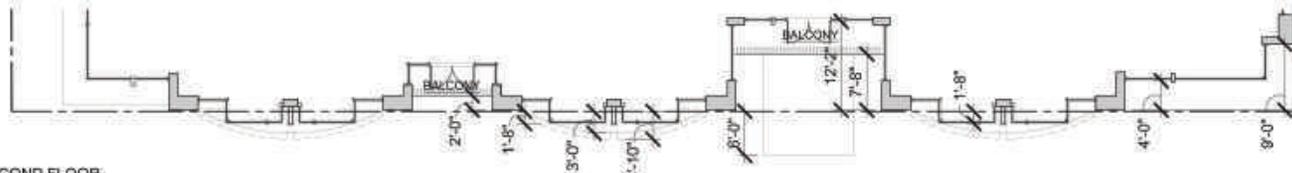
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November 25, 2019



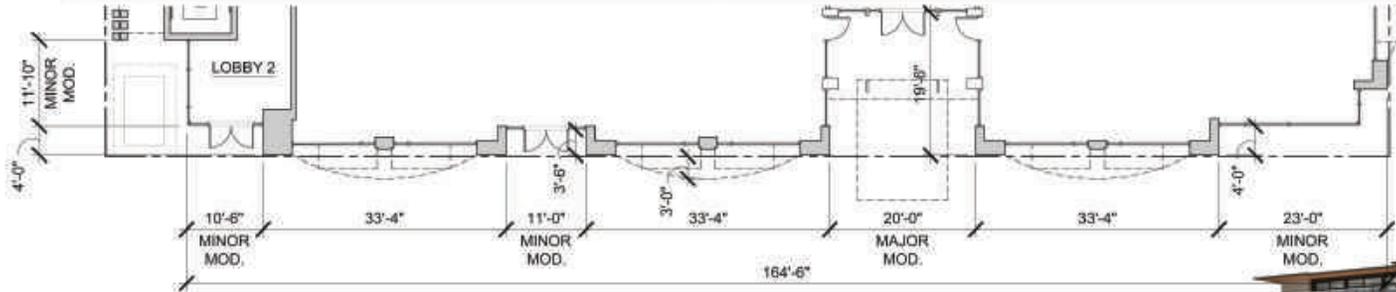


SOUTH ELEVATION

- + 37'-9" (EL: 113.495') ROOF HEIGHT (MPPC E.3.2)
- + 27'-6" (EL: 103.28') THIRD FLOOR
- + 15'-0" (EL: 90.78') SECOND FLOOR
- 0'-0" (EL: 75.78') FIRST FLOOR LEVEL 1B
- 0'-3" (EL: 75.54') FIRST FLOOR LEVEL 1A
- 0'-3 3/4" (EL: 75.495') AVERAGE NATURAL GRADE



SECOND FLOOR



FIRST FLOOR



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**CHESTNUT STREET ELEVATION & MODULATION ANALYSIS**

A 2.4  
November 25, 2019





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## CHESTNUT LANE RENDERING

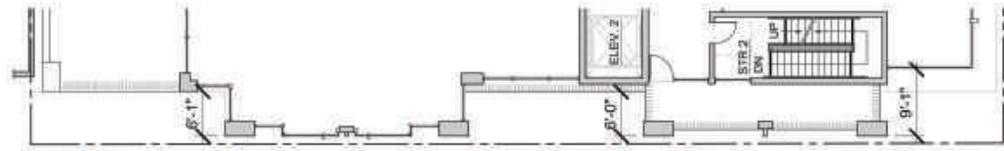
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November 25, 2019



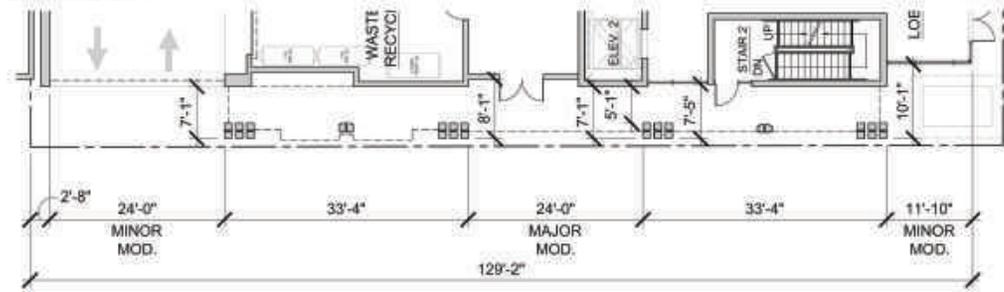


WEST ELEVATION

- + 37'-9" (EL- 113.495')  
ROOF HEIGHT  
(MPPC E.3.2)
- + 27'-6" (EL- 103.28')  
THIRD FLOOR
- + 15'-0" (EL- 90.78')  
SECOND FLOOR
- 0'-0" (EL- 75.78')  
FIRST FLOOR  
LEVEL 1A
- 0'-3 3/4" (EL: 75.495')  
AVERAGE NATURAL  
GRADE



SECOND FLOOR

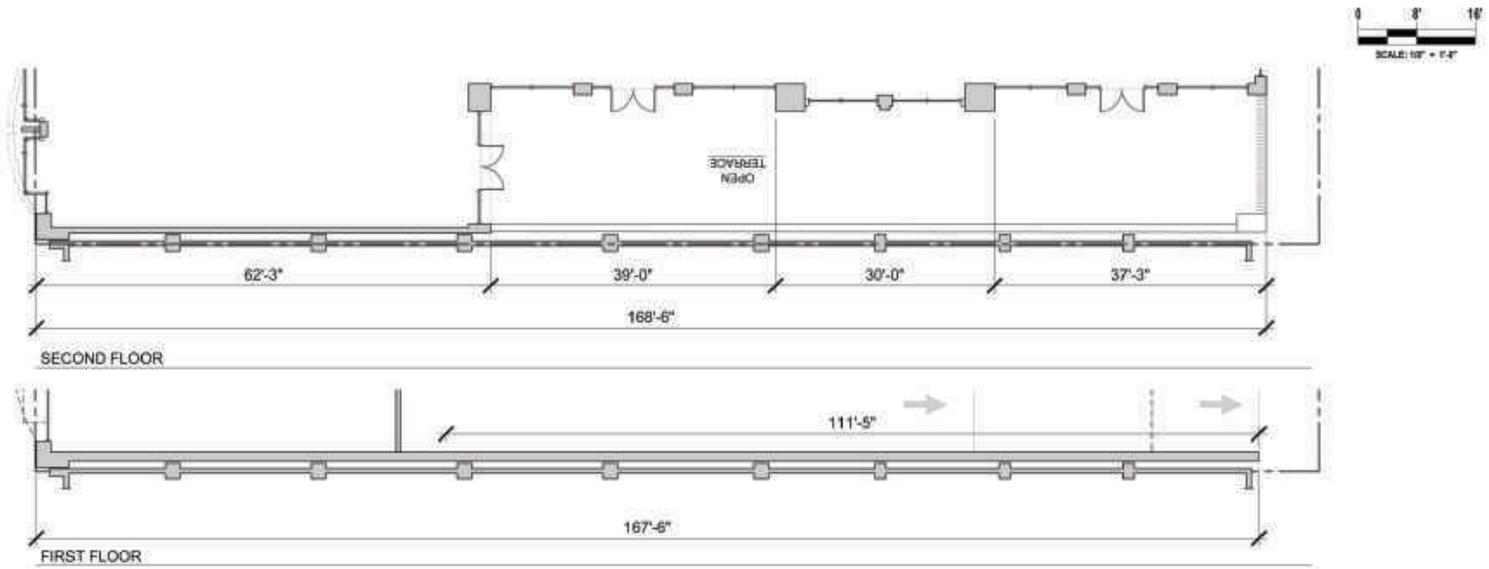


FIRST FLOOR





NORTH ELEVATION



CLEAR GLASS  
GUARDRAIL W/  
STAINLESS  
STEEL TOP RAIL

HIGH-PERFORMANCE  
CLEAR GLASS

LIGHT BEIGE STONE



WARM GRAY STONE

DARK BROWN METAL PANEL ROOF  
OVERHANG / SUNSHADE

STAINED WOOD SOFFIT, TYP. AT 3rd  
FLOOR SOFFITS

DARK GRAY METAL PLANTERS

MEDIUM BEIGE STONE

DARK BROWN METAL GUARDRAIL

DARK BROWN METAL PANEL FASCIA

DARK BROWN MULLIONS & DOORS

MEDIUM BEIGE STONE

EAST ELEVATION

STAINED WOOD  
SOFFIT, TYP. AT 3rd  
FLOOR SOFFITS

LIGHT BEIGE STONE

ROLL-UP GARAGE  
DOOR, DARK BROWN  
METAL TO MATCH  
WINDOW MULLIONS

MEDIUM BEIGE STONE



WARM GRAY STONE

CLEAR GLASS GUARDRAIL W/  
STAINLESS STEEL TOP RAIL

DARK BROWN METAL PANEL  
SUNSHADES & FASCIA

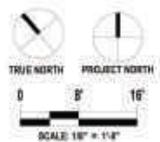
DARK BROWN METAL GUARDRAIL

DARK BROWN METAL PANELS

HIGH-PERFORMANCE CLEAR GLASS

DARK BROWN METAL DOORS

WEST ELEVATION





**SOUTH ELEVATION SUMMARY**

GROSS SURFACE AREA	2,487 SF
OPAQUE SURFACES	843 SF = 34%
TRANSPARENT SURFACES	1,639 SF = 66%

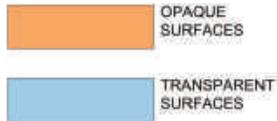
**EAST ELEVATION SUMMARY**

GROSS SURFACE AREA	1,995 SF
OPAQUE SURFACES	767 SF = 38%
TRANSPARENT SURFACES	1,288 SF = 62%

**WEST ELEVATION SUMMARY**

GROSS SURFACE AREA	672 SF
OPAQUE SURFACES	324 SF = 48%
TRANSPARENT SURFACES	348 SF = 52%

**FACADE TREATMENT**





**SOUTH ELEVATION SUMMARY**

PRIMARY FACADE AREA	2,038 SF
PROJECTION AREA	662 SF
PERCENT OF FACADE AREA	32.5%

**EAST ELEVATION SUMMARY**

PRIMARY FACADE AREA	1,919 SF
PROJECTION AREA	646 SF
PERCENT OF FACADE AREA	33.7%

**FACADE PROJECTIONS**

- PRIMARY BUILDING FACADE
- FACADE PROJECTION







LIGHT BEIGE STONE

WARM GRAY STONE

MEDIUM BEIGNE STONE

DARK BROWN METAL

HIGH-PERFORMANCE CLEAR GLASS

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MATERIALS AND COLOR BOARD



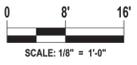
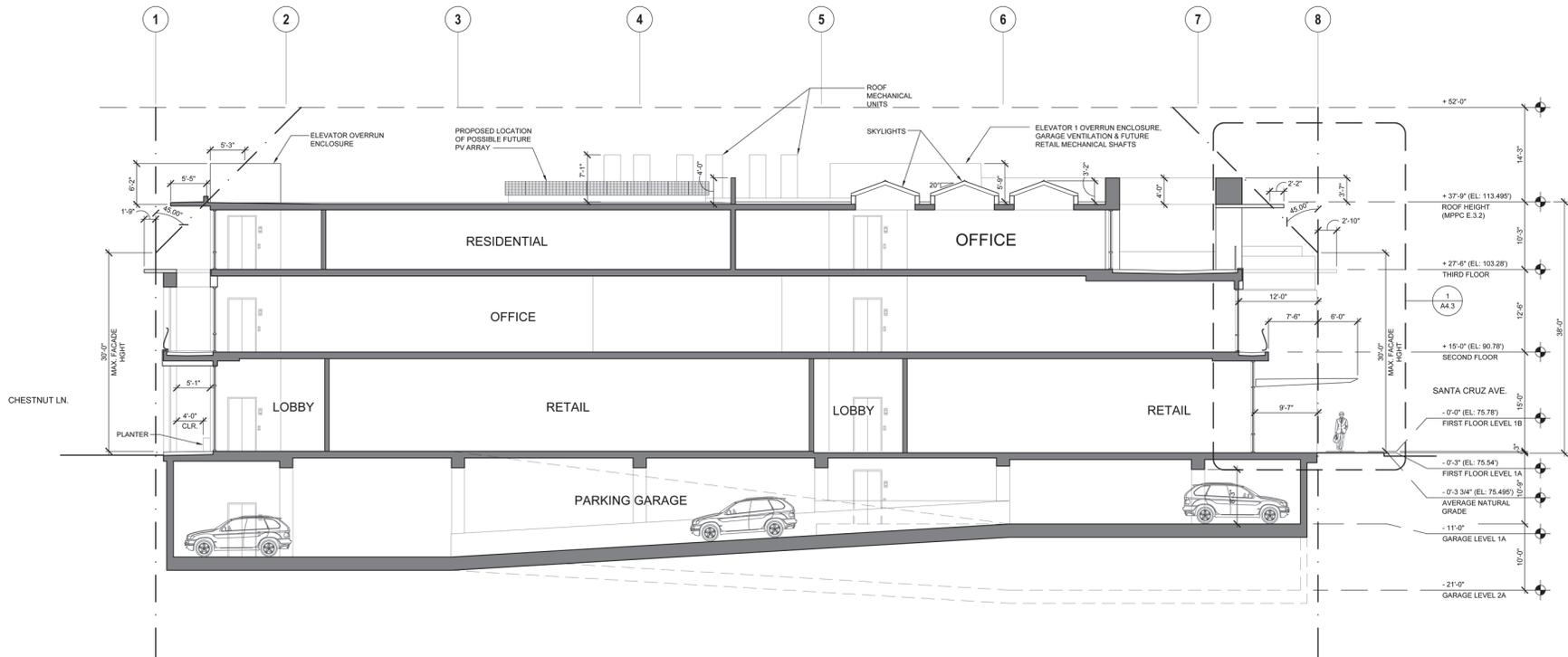
FORM4 ARCHITECTURE • THE GUZZARDO PARTNERSHIP • KIER & WRIGHT • ADAPTURE • INTERFACE ENGINEERING

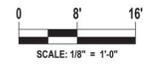
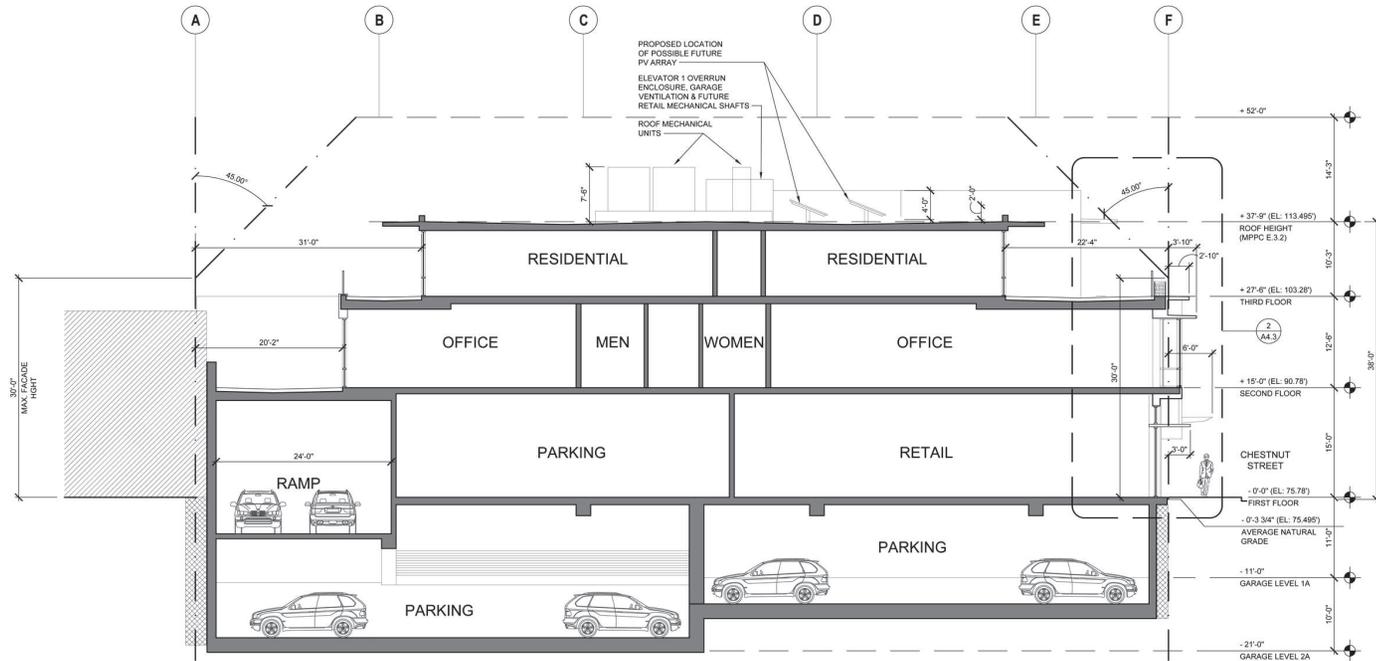
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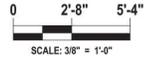
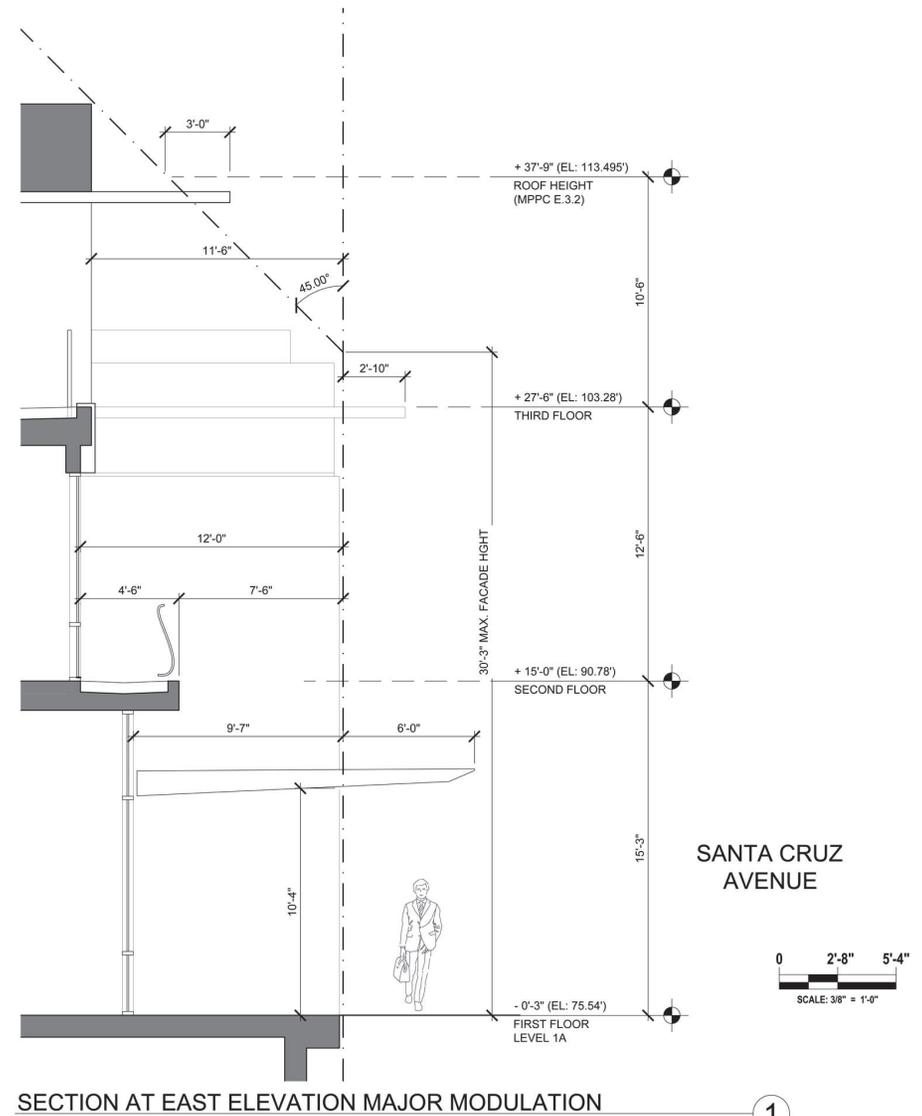
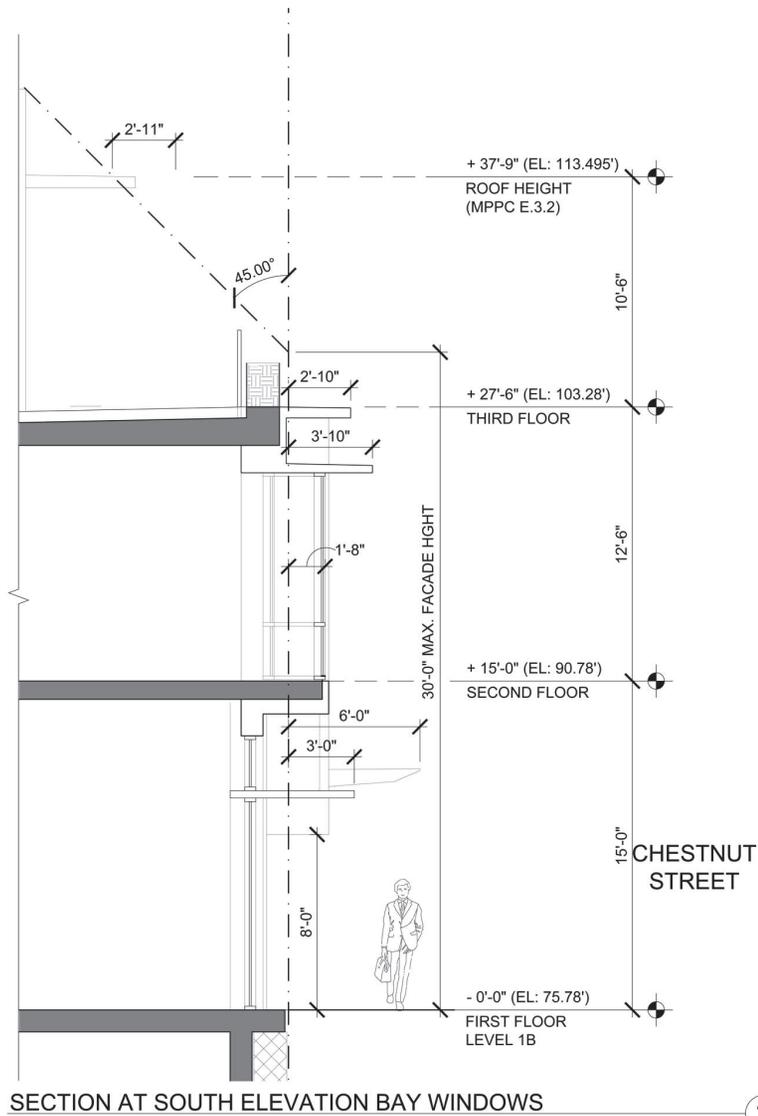
MATERIAL & COLOR BOARD

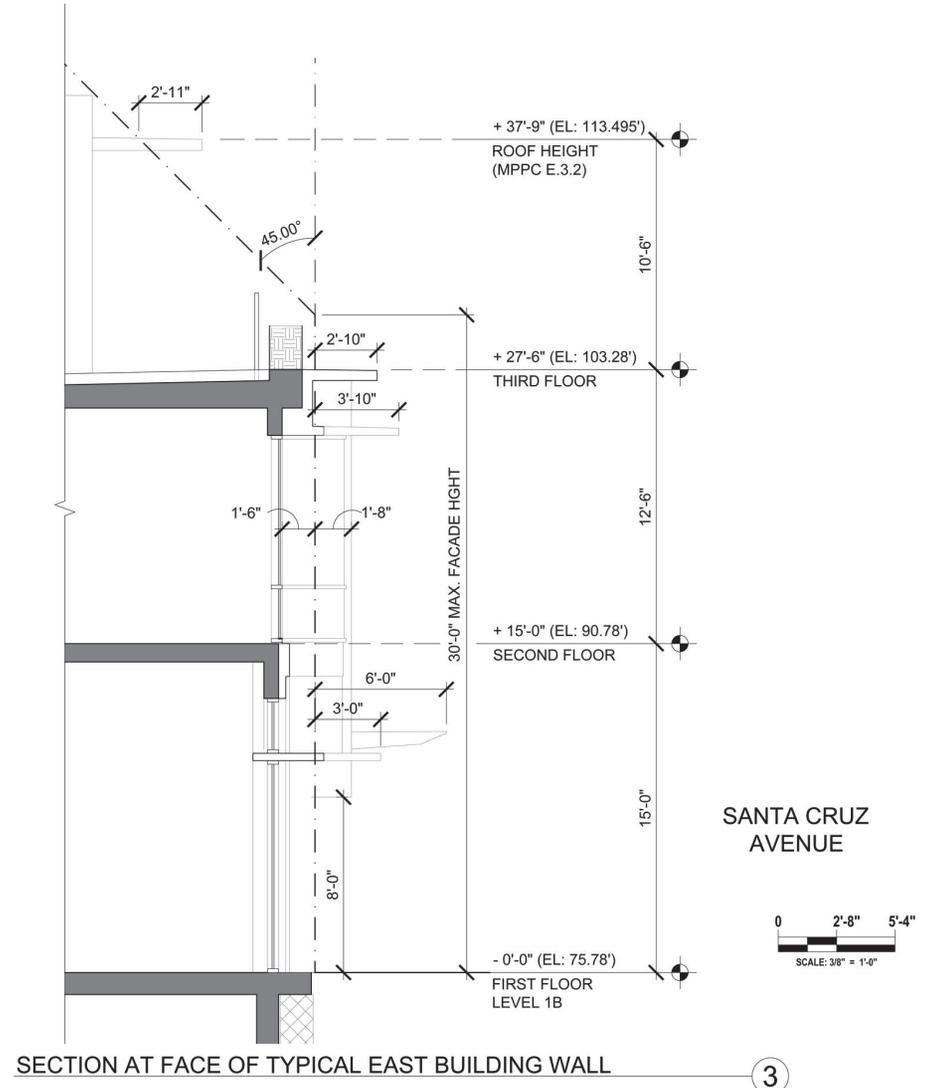
A 3.4  
November 25, 2019

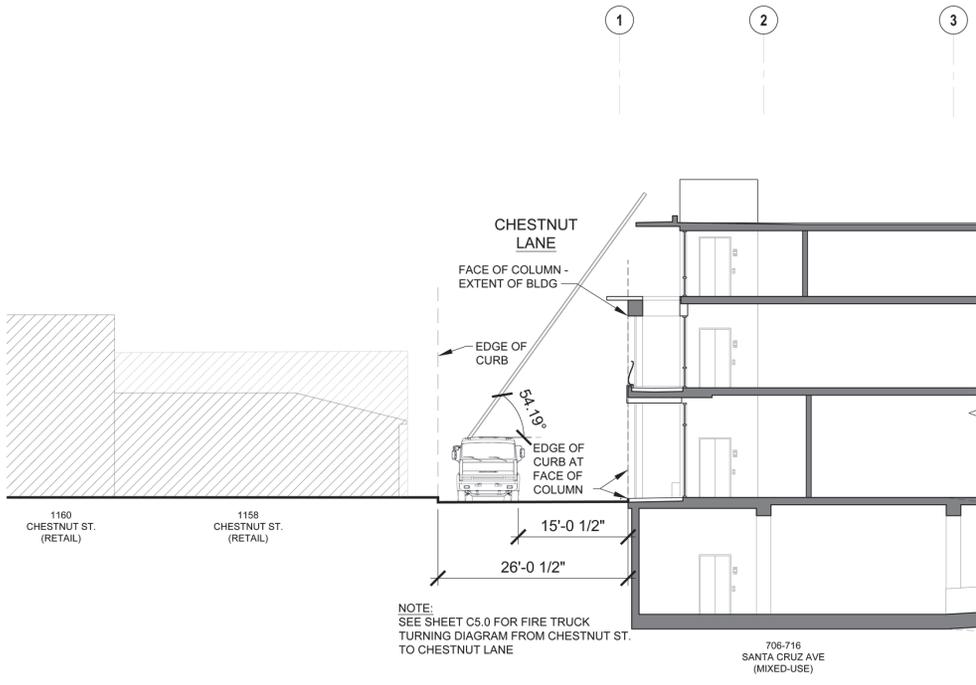




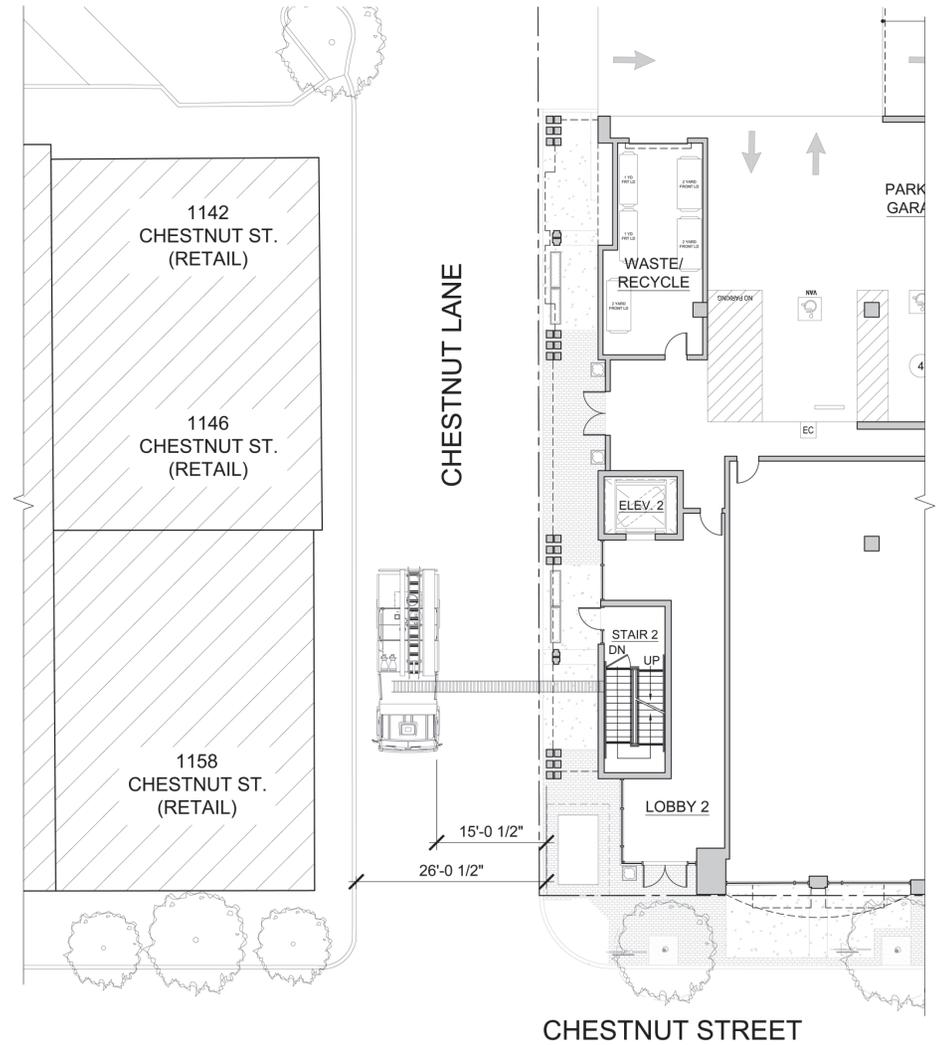








CHESTNUT LANE FIRE TRUCK ACCESS DIAGRAM - PARTIAL SECTION



CHESTNUT LANE FIRE TRUCK ACCESS DIAGRAM - PARTIAL SITE PLAN



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## FIRE TRUCK ACCESS DIAGRAM

A 5.1  
November 25, 2019



### ELECTRICAL SYMBOL LIST

NOTE: This is a standard symbol list and not all items listed may be used.

#### Abbreviations

A	AMPERES, AMPER
AFB	ABOVE FINISHED FLOOR
AHJ	AUTHORITY HAVING JURISDICTION
AIC	AVAILABLE INTERRUPTING CAPACITY
AWG	AMERICAN WIRE GAUGE
BAS	BUILDING AUTOMATION SYSTEM
C	CONDUIT, CLOSE, CONTROL
CA	CABLE
CAT	CATEGORY
CFCI	CONTRACTOR FURNISHED CONTRACTOR INSTALLED
CFOI	CONTRACTOR FURNISHED OWNER INSTALLED
CLG	CEILING
COORD	COORDINATE
CU	COPPER
DA	DIAMETER
DM	DIMENSION
DIV	DIVISION
DN	DOWN
DWG	DRAWING
EA	EACH
EMT	ELECTRICAL METALLIC TUBING
ENT	ELECTRICAL NON-METALLIC TUBING
FA	FIRE ALARM
FT	FOOT, FEET
G, GND	GROUND
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
GFI	GROUND FAULT INTERRUPTER
GFPO	GROUND FAULT PROTECTION
HP	HANDHOLE
HT	HEIGHT
ID	IDENTIFICATION
IEEE	INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS
IN	INCH, INCHES
KV	KILOVOLT
KVA	KILOVOLT AMPERES
KW	KILOWATT
LED	LIGHT EMITTING DIODE
LV	LOW VOLTAGE
M	MOTOR
MCA	MINIMUM CIRCUIT AMPS
MISC	MISCELLANEOUS
MOCF	MAXIMUM OVERCURRENT PROTECTION
MT, MTD	MOUNT, MOUNTED
NA	NOT APPLICABLE
NEC	NATIONAL ELECTRIC CODE
NEMA	NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
NESC	NATIONAL ELECTRICAL SAFETY CODE
NTS	NOT TO SCALE
OC	ON CENTER
OCFI	OWNER FURNISHED, CONTRACTOR INSTALLED
OCFO	OWNER FURNISHED, OWNER INSTALLED
PH	PHASE
PVC	POLY-VINYL-CHLORIDE
PHR	POWER

RFI	REQUEST FOR INFORMATION
RM	ROOM
S	SWITCH
SHT	SHEET
STD	STANDARD
TBD	TO BE DETERMINED
TYP	TYPICAL
UL	UNDERWRITERS LABORATORIES
UON	UNLESS OTHERWISE NOTED
V	VOLTS, VOLTAGE
WI	WITH
W/O	WITHOUT
WP	WEATHERPROOF
XFMR	TRANSFORMER

#### Connections / Equipment

	HEAVY DUTY FUSED DISCONNECT SWITCH
	JUNCTION BOX
	WALL-MOUNTED JUNCTION BOX
	MOTOR CONNECTION
	NON-FUSED DISCONNECT SWITCH
	TRANSFORMER

#### General

	DETAIL NUMBER AND SHEET LOCATION
	EQUIPMENT IDENTIFICATION
	KEYED NOTE

#### Lighting

	EXIT SIGN CEILING MOUNTED, ARROWS INDICATES DIRECTION IF SHOWN
	EXIT SIGN WALL MOUNTED, ARROWS INDICATES DIRECTION IF SHOWN
	RECESSED 1' X 4' LUMINAIRE
	RECESSED 1' X 6' LUMINAIRE
	RECESSED 2' X 2' LUMINAIRE
	RECESSED 2' X 4' LUMINAIRE
	RECESSED ADJUSTABLE OR WALL WASH LUMINAIRE
	RECESSED LUMINAIRE
	SURFACE OR PENDANT MOUNTED 1' X 4' LUMINAIRE
	SURFACE OR PENDANT MOUNTED 1' X 6' LUMINAIRE
	SURFACE OR PENDANT MOUNTED LUMINAIRE
	WALL MOUNTED 6" WIDE LUMINAIRE
	WALL MOUNTED LUMINAIRE

#### Miscellaneous

	BRANCH CIRCUIT WIRING. ARROW INDICATES HOME RUN TO PANEL WITH CIRCUITS AS NOTED. WIRE SIZE #12 AWG MINIMUM UNLESS NOTED OTHERWISE. SHORT TICK MARKS INDICATE PHASE CONDUCTORS. LONG TICK MARKS INDICATE NEUTRAL CONDUCTORS. A SINGLE CURVED TICK MARK INDICATES INSULATED GREEN GROUND CONDUCTOR. SECOND CURVED TICK MARK INDICATES "ISOLATED GROUND" (GREEN INSULATION WITH YELLOW STRIPE) CONDUCTOR.
--	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	BRANCH PANEL
	FLUSH WALL MOUNTED BRANCH PANEL
	GROUNDING POINT
	MAIN DISTRIBUTION PANEL / SUB DISTRIBUTION PANEL

#### Raceways

	CONDUIT CONCEALED IN WALL OR CEILING SPACE
	CONDUIT ROUTED BELOW FLOOR / GRADE
	CONDUIT ELLED DOWN
	CONDUIT ELLED UP
	CONDUIT/WIRING CONTINUATION
	CONDUIT/WIRING STUBBED OUT WITH END CAP OR INSULATED PLASTIC BUSHING

#### Switches and Receptacles

	DUPLEX RECEPTACLE (MULTIPLE LETTERS INDICATE MULTIPLE OPTIONS) A = ABOVE COUNTER B = CLOCK HANGER C = FLUSH CEILING MOUNTED E = EMERGENCY F = ARC FAULT PROTECTED BY BREAKER IN PANEL G = GROUND FAULT CIRCUIT INTERRUPTER H = HOSPITAL GRADE K = CHILD RESISTANT COVER L = ISOLATED GROUND P = PENDANT MOUNTED WITH CORD GRIPS. VERIFY PENDANT LENGTH R1 = HALF SWITCHED BY OCCUPANCY SENSOR RELAY R2 = FULLY SWITCHED BY OCCUPANCY SENSOR RELAY S = SPLIT WIRED T = TAMPER RESISTANT SHUTTERED RECEPTACLE W = WEATHERPROOF CONTINUOUS USE COVER, GFCI PROTECTED, WITH WEATHER-RESISTANT RECEPTACLE
	DUPLEX RECEPTACLE, FLUSH FLOOR
	DOUBLE DUPLEX RECEPTACLE. SEE LETTER CODE LIST AT DUPLEX RECEPTACLE FOR OPTIONS
	EQUIPMENT ELECTRICAL CONNECTION
	SPECIAL PURPOSE RECEPTACLE. LETTER CODE DENOTES RECEPTACLE CONFIGURATION LX-XXR = NEMA CONFIGURATION TWIST LOCK RECEPTACLE X-XXR = NEMA CONFIGURATION STRAIGHT BLADE RECEPTACLE P = PENDANT MOUNT WITH CORD GRIPS. VERIFY PENDANT LENGTH X = COORDINATE RECEPTACLE CONFIGURATION WITH EQUIPMENT BEING SUPPLIED
	CEILING MOUNTED OCCUPANCY SENSOR P = PASSIVE INFRARED D = DUAL TECHNOLOGY U = ULTRASONIC, 360 DEG RANGE H = ULTRASONIC, HALLWAY PATTERN V (LOWERCASE) = VACANCY CONTROL DESIGNATION
	WALL MOUNTED OCCUPANCY SENSOR P = PASSIVE INFRARED D = DUAL TECHNOLOGY V (LOWERCASE) = VACANCY CONTROL DESIGNATION
	WALL MOUNTED OCCUPANCY SENSOR/SWITCH S = PASSIVE INFRARED WITH INTEGRAL "OFF" SWITCH T = DUAL RELAY PASSIVE INFRARED WITH TWO INTEGRAL "OFF" SWITCHES D = PASSIVE INFRARED WITH INTEGRAL DIMMTO TO OFF. V (LOWERCASE) = VACANCY CONTROL DESIGNATION
	SINGLE POLE SWITCH 2 = DOUBLE POLE SWITCH 3 = THREE-WAY SWITCH 4 = FOUR-WAY SWITCH # THRU # (LOWERCASE) = LUMINAIRE CONTROL DESIGNATION D = DIMMER F = FAN SPEED CONTROL K = KEY OPERATED SWITCH L = LIGHTED HANDLE M = MANUAL MOTOR STARTER WITH THERMAL OVERLOAD P = SWITCH WITH PLOT LIGHT S = SENTRY SWITCH T = INTERNAL TIMER W = WEATHERPROOF SWITCH V = LOW VOLTAGE SWITCH

### GENERAL ELECTRICAL NOTES

- A. DO NOT COMMENCE INSTALLATION OF ELECTRICAL SYSTEMS AND EQUIPMENT WITHOUT RELATED SHOP DRAWING APPROVALS.
- B. COORDINATE WITH OWNER SO THAT WORK CAN BE SCHEDULED NOT TO INTERRUPT OPERATIONS. NORMAL ACTIVITIES, BUILDING ACCESS, ACCESS TO DIFFERENT AREAS. THE OWNER WILL COOPERATE TO THE BEST OF THEIR ABILITY TO ASSIST IN A COORDINATED SCHEDULE, BUT WILL REMAIN THE FINAL AUTHORITY AS TO THE OF WORK PERMITTED.
- C. COORDINATE THE EXACT LOCATION OF EXISTING UTILITIES AND EQUIPMENT PRIOR TO COMMENCEMENT OF WORK. COMPENSATE THE OWNER FOR DAMAGES CAUSED BY THE FAILURE TO LOCATE AND PRESERVE UTILITIES. REPLACE DAMAGED ITEMS WITH NEW MATERIAL TO MATCH EXISTING.
- D. CONCEALED CONDUIT LOCATED IN CONCRETE WALLS OR HARDBOARD CEILING SPACES MAY BE ABANDONED IN PLACE. REMOVE CONDUCTORS AND TAG ABANDONED CONDUITS WITH CORRESPONDING SYSTEM AND TERMINATION POINT. CUT AND CAP ABANDONED CONDUIT. DO NOT EXTEND STUBS ABOVE FINISHED FLOOR.
- E. REMOVE ABANDONED WIRING TO LEAVE SITE CLEAN.
- F. PROVIDE BLANK COVER PLATE FOR ABANDONED FLUSH OUTLETS.
- G. MAINTAIN ACCESS TO EXISTING ELECTRICAL INSTALLATIONS WHICH REMAIN ACTIVE. MODIFY INSTALLATION OR PROVIDE ACCESS PANEL AS APPROPRIATE.
- H. OFFER REMOVED LUMINAIRES, WIRING DEVICES, PANELBOARDS AND EQUIPMENT TO THE OWNER. IF OWNER CHOOSES TO RETAIN THESE ITEMS, RETURN SUCH ITEMS TO OWNER CAREFULLY REMOVED AND DISPOSE OF ITEMS REJECTED BY OWNER FROM PROJECT SITE AND IN A LEGAL MANNER.
- I. PROVIDE SUITABLE ANCHORAGE AND SUPPORT FOR ELECTRICAL EQUIPMENT IN RATED WALLS, SLABS AND CEILINGS. MOUNT DEVICES AND RACEWAYS IN ACCORDANCE WITH ESTABLISHED CODES AND SPECIFICATIONS.
- J. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
- K. DRAWINGS AND SPECIFICATIONS COMPLIMENT EACH OTHER. REQUIREMENT BY EITHER INFERS REQUIREMENT BY BOTH.
- L. CONNECT EQUIPMENT AND DEVICES FURNISHED UNDER OTHER DIVISIONS OF THIS CONTRACT, BY OWNER OR BY OTHER CONTRACTS.
- M. UNLESS OTHERWISE NOTED, PROVIDE CONCEALED AND FLUSH MOUNTED INSTALLATION OF DEVICES AND EQUIPMENT IN AREAS.
- N. PROVIDE SEPARATE EQUIPMENT GROUNDING CONDUCTOR IN 120 VOLT, MULTI-WIRE CIRCUITS.
- O. FOR 120 VOLT, 20 AMP CIRCUITS, WHERE CIRCUIT DISTANCE FROM PANELBOARD TO FARTHEST DEVICE/FIXTURE EXCEEDS 75 FEET, PROVIDE #10 SIZE CONDUCTOR.
- P. RUN ELECTRICAL CONDUIT CONCEALED AND PARALLEL TO BUILDING LINES. VERIFY WITH ARCHITECT.
- Q. RECEPTACLE OUTLETS SHALL COMPLY WITH NEC SECTION 210.7.
- R. LIGHTS, SWITCHES AND CONTROL MECHANISMS SHALL COMPLY WITH NEC SECTION 404.
- S. BRACE ELECTRICAL EQUIPMENT TO RESIST A HORIZONTAL FORCE THAT ACT IN ANY DIRECTION. COMPLY WITH TITLE 24 REQUIREMENTS.
- T. INSTALL COMPLETE SYSTEM OF CONDUCTORS IN RACEWAY SYSTEM THROUGHOUT BUILDING FOR FEEDERS, BRANCH CIRCUITS, ETC.
- U. PROVIDE UNSWITCHED HOT CONDUCTOR TO EMERGENCY BALLAST/DRIVER OR SWITCHED LUMINAIRES TO PREVENT SWITCHOVER TO BATTERY OPERATION WHEN LUMINAIRES ARE SWITCHED TO THE OFF POSITION.
- V. INSTALLATION OF UTILITY TRANSFORMER, UTILITY SERVICE CONDUITS, WALLS, GROUNDING, ETC., SHALL BE VERIFIED AND COORDINATED WITH UTILITY COMPANY PRIOR TO INSTALLATION. ALL WORK SHALL CONFORM WITH ALL UTILITY COMPANY RULES, REGULATIONS, AND STANDARDS. THE PROPOSED UTILITY COMPANY TRANSFORMER LOCATION, SERVICE FEEDER ROUTING, VAULT LOCATION AND SIZE ARE SUBJECT TO UTILITY COMPANY ENGINEERING, REVIEW AND APPROVAL. AT THE TIME OF THE ISSUANCE OF THESE DOCUMENTS, THIS ENGINEERING HAS NOT BEEN COMPLETED. CONTRACTOR SHALL COORDINATE AND VERIFY ALL THE NECESSARY UTILITY REQUIREMENTS FOR THIS PROJECT WITH UTILITY COMPANY PRIOR TO COMMENCING WORK.
- W. ALL WORK ON SERVICE CONDUCTORS, FEEDERS, AND OTHER SUCH EQUIPMENT SHALL BE DONE ONLY WHEN SUCH CONDUCTORS, FEEDERS, AND EQUIPMENT ARE DE-ENERGIZED. THE CONTRACTOR SHALL HAVE AN "ELECTRICAL SAFETY AND LOCK-OUT/TAG-OUT PROCEDURE" IN PLACE PRIOR TO COMMENCEMENT OF WORK.
- X. ELECTRICAL CONTRACTOR SHALL COORDINATE ALL CONDUIT TRENCHING WITH OTHER DISCIPLINES AND THE UTILITY COMPANY TO AVOID CONFLICT.
- Y. MINIMUM SIZE FOR EXTERIOR BELOW GRADE CONDUIT SHALL BE 1".
- Z. OCCUPANCY SENSOR NOTES:
  1. WALL SENSORS
    - a. SENSOR MUST HAVE CLEAR "VIEW" OF OCCUPANTS. WHERE SENSOR WILL BE BLOCKED, SUBSTITUTE WITH SMALL ROOM CEILING SENSOR.
  2. SEE MANUFACTURER'S SPECIFICATION REGARDING PLACING SENSORS AWAY FROM STRONG AIR-FLOW. INDICATE PRECISE LOCATION OF EACH CEILING SENSOR WHERE DRAWINGS INDICATE AIR SUPPLIES.
  3. IN INDIVIDUAL ROOMS WITH CEILING SENSORS AND DUAL-LEVEL LIGHTING, ASSUME TWO TOGGLE SWITCH OVERRIDES PER ROOM.
  4. PRIOR TO INSTALLATION, RECEIVE FACTORY TRAINING AND LAYOUT ASSISTANCE. IF LOCAL AGENT CHANGES LIGHTING DRAWINGS, CONTACT FACTORY REPRESENTATIVE.
- AE. THIS PROJECT IS A DESIGN-BUILD PROJECT. THE ACCOMPANYING DOCUMENTS ARE MEANT TO PORTRAY THE DESIGN INTENT AND QUALITY OF MATERIALS. NOT ALL SYSTEMS ARE SIZED OR DOCUMENTED. IT WILL BE THE RESPONSIBILITY OF EACH TRADE TO TAKE THE DESIGN INTENT, COMPLETE ALL CALCULATIONS FOR LOADS, EQUIPMENT SIZING, DUCT SIZING, AND PIPE SIZING, AND TO CREATE COMPLETE AND COORDINATED CONSTRUCTION DOCUMENTS AND PERMITTING DOCUMENTS. THE CONTRACTOR WILL BE THE ENGINEER OF RECORD FOR THE PROJECT. THE CONTRACTOR WILL BE EXPECTED TO ATTEND ALL REQUIRED COORDINATION AND DESIGN MEETINGS (ON A WEEKLY BASIS OR MORE) AS STIPULATED BY THE ARCHITECT AND OWNER. ALL CONTRACTORS WILL BE REQUIRED TO COORDINATE ROUTING OF ALL THEIR RESPECTIVE UTILITIES AND CREATE COMPOSITE COORDINATED CONSTRUCTION DOCUMENTS TO BE SENT TO THE ARCHITECT FOR REVIEW. PRIOR TO SUBMISSION FOR REVIEW, THE CONTRACTORS SHALL STAMP ALL DRAWINGS AS "COORDINATED WITH ALL TRADES" WITH A SIGNATURE FROM EACH TRADE'S PROJECT MANAGER.

### SHEET INDEX

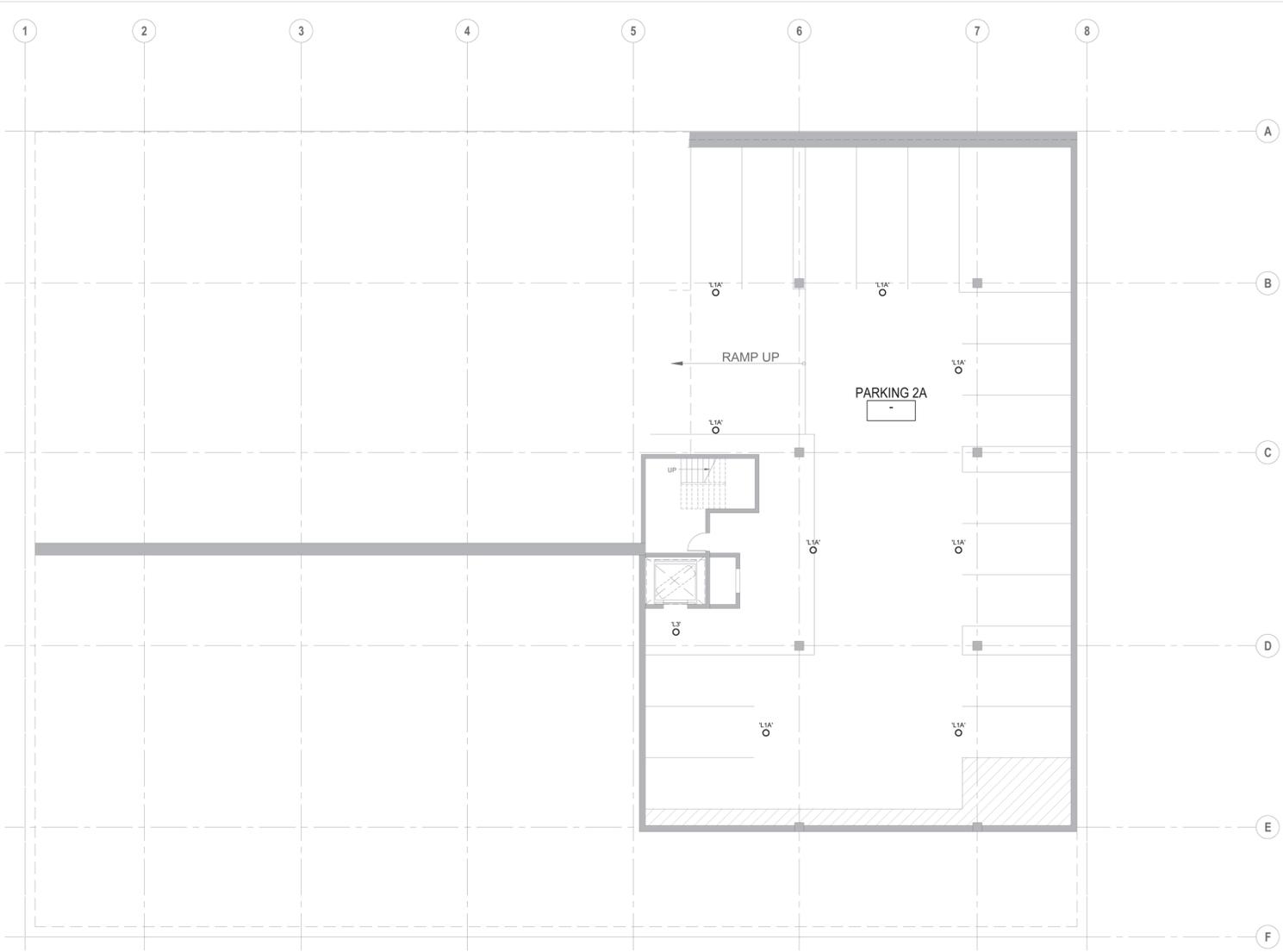
- |      |                                                |
|------|------------------------------------------------|
| E0.1 | SYMBOL LIST AND GENERAL NOTES - ELECTRICAL     |
| E2.0 | PARKING GARAGE LEVEL 2 FLOOR PLAN - ELECTRICAL |
| E2.1 | PARKING GARAGE LEVEL 1 FLOOR PLAN - ELECTRICAL |
| E2.2 | FIRST FLOOR PLAN - ELECTRICAL                  |
| E2.3 | SECOND FLOOR PLAN - ELECTRICAL                 |
| E2.4 | THIRD FLOOR PLAN - ELECTRICAL                  |
| E2.5 | ROOF FLOOR PLAN - ELECTRICAL                   |
| E3.1 | SINGLE LINE DIAGRAM                            |

PROJECT 2018-0536

CONTACT



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**GENERAL SHEET NOTES**

- A. COORDINATE EXACT LOCATION AND MOUNTING HEIGHT OF RECEPTACLES, VOICE/DATA OUTLETS AND ELECTRICAL DEVICES WITH ARCHITECT PRIOR TO INSTALLATION.
- B. COORDINATE EXACT LOCATION AND POWER REQUIREMENTS OF HVAC UNITS WITH DIVISION 23 PRIOR TO INSTALLATION.

**LUMINAIRE SCHEDULE**

- L1A GARDCO BY SIGNIFY "SOFTVIEW" SERIES - 3000K, WARM WHITE, 54 WATTS, 5788 LUMENS, TYPE 5 DISTRIBUTION
- L1B GARDCO BY SIGNIFY "SOFTVIEW" SERIES - 3000K, WARM WHITE, 54 WATTS, 5371 LUMENS, TYPE 1R DISTRIBUTION
- L1C GARDCO BY SIGNIFY "SOFTVIEW" SERIES - 3000K, WARM WHITE, 54 WATTS, 5718 LUMENS, TYPE 5 DISTRIBUTION
- L2 GARDCO BY SIGNIFY "SOFTVIEW" SERIES - 3000K, WARM WHITE, 95 WATTS, 9818 LUMENS, TYPE CD DISTRIBUTION
- L3 GARDCO BY SIGNIFY "SOFTVIEW" SERIES - 3000K, WARM WHITE, 37 WATTS, 4223 LUMENS, TYPE CD DISTRIBUTION
- L4 BEGA "31094" SERIES - 3000K, 5.3 WATTS, 322 LUMENS

**1 PARKING LEVEL 2 PLAN - ELECTRICAL**



PROJECT: 2018-0536  
CONTRACT

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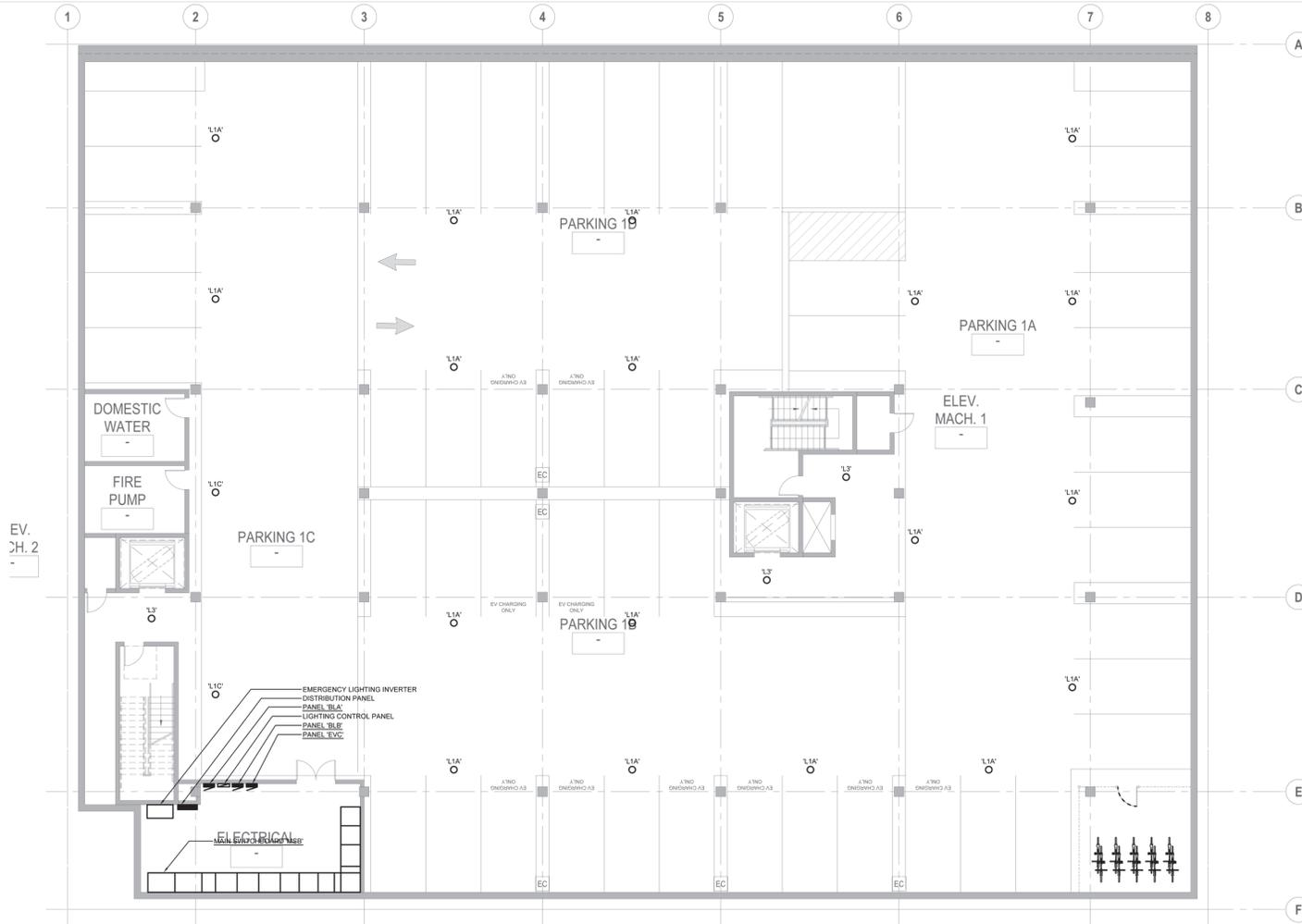
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**PARKING LEVEL 2 PLAN - ELECTRICAL**

E 2.0  
November 25, 2019







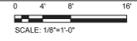
**GENERAL SHEET NOTES**

- A. COORDINATE EXACT LOCATION AND MOUNTING HEIGHT OF RECEPTACLES, VOICEDATA OUTLETS AND ELECTRICAL DEVICES WITH ARCHITECT PRIOR TO INSTALLATION.
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- L4 BEGA "31094" SERIES - 3000K, 5.3 WATTS, 322 LUMENS

**1 BASEMENT PLAN - ELECTRICAL**



PROJECT 2016-0536  
CONTRACT

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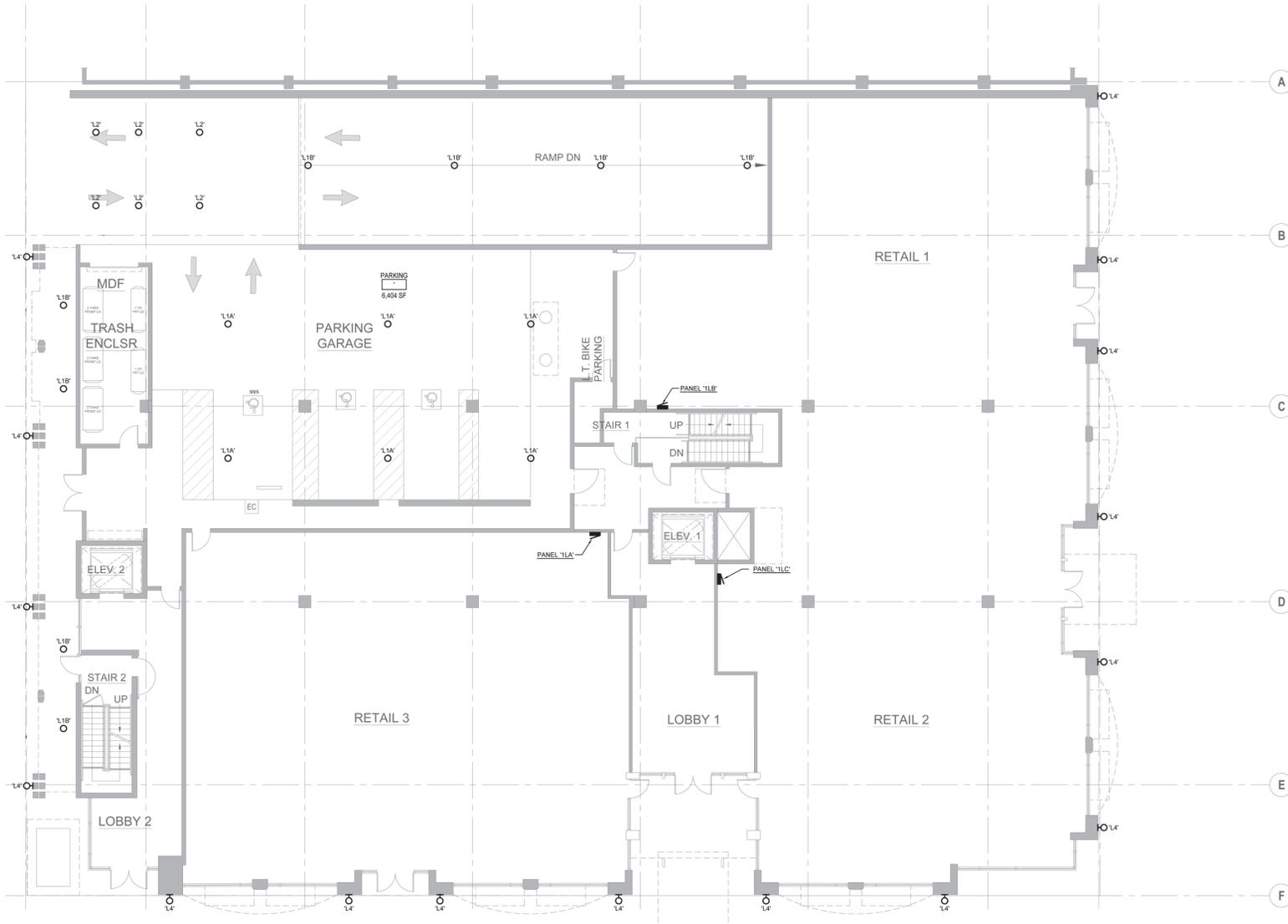
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**PARKING LEVEL 1 PLAN - ELECTRICAL**

E 2.1  
November 25, 2019





**1 FIRST FLOOR PLAN - ELECTRICAL**

0 4' 8' 16'  
SCALE: 1/8"=1'-0"

**GENERAL SHEET NOTES**

- A. COORDINATE EXACT LOCATION AND MOUNTING HEIGHT OF RECEPTACLES, VOICEDATA, OUTLETS AND ELECTRICAL DEVICES WITH ARCHITECT PRIOR TO INSTALLATION.
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- L4 BEGA '11094' SERIES - 3000K, 5.3 WATTS, 322 LUMENS

NOTE:  
UPLIGHTING NOT ALLOWED IN SPECIFIC PLAN AREA.  
ADDITIONAL REVIEW OF BUILDING MOUNTED LIGHTS WILL BE REQUIRED AT THE BUILDING PERMIT STAGE.

PROJECT 2018-0538  
CONTACT  
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**FIRST FLOOR PLAN - ELECTRICAL**

E 2.2  
November 25, 2019









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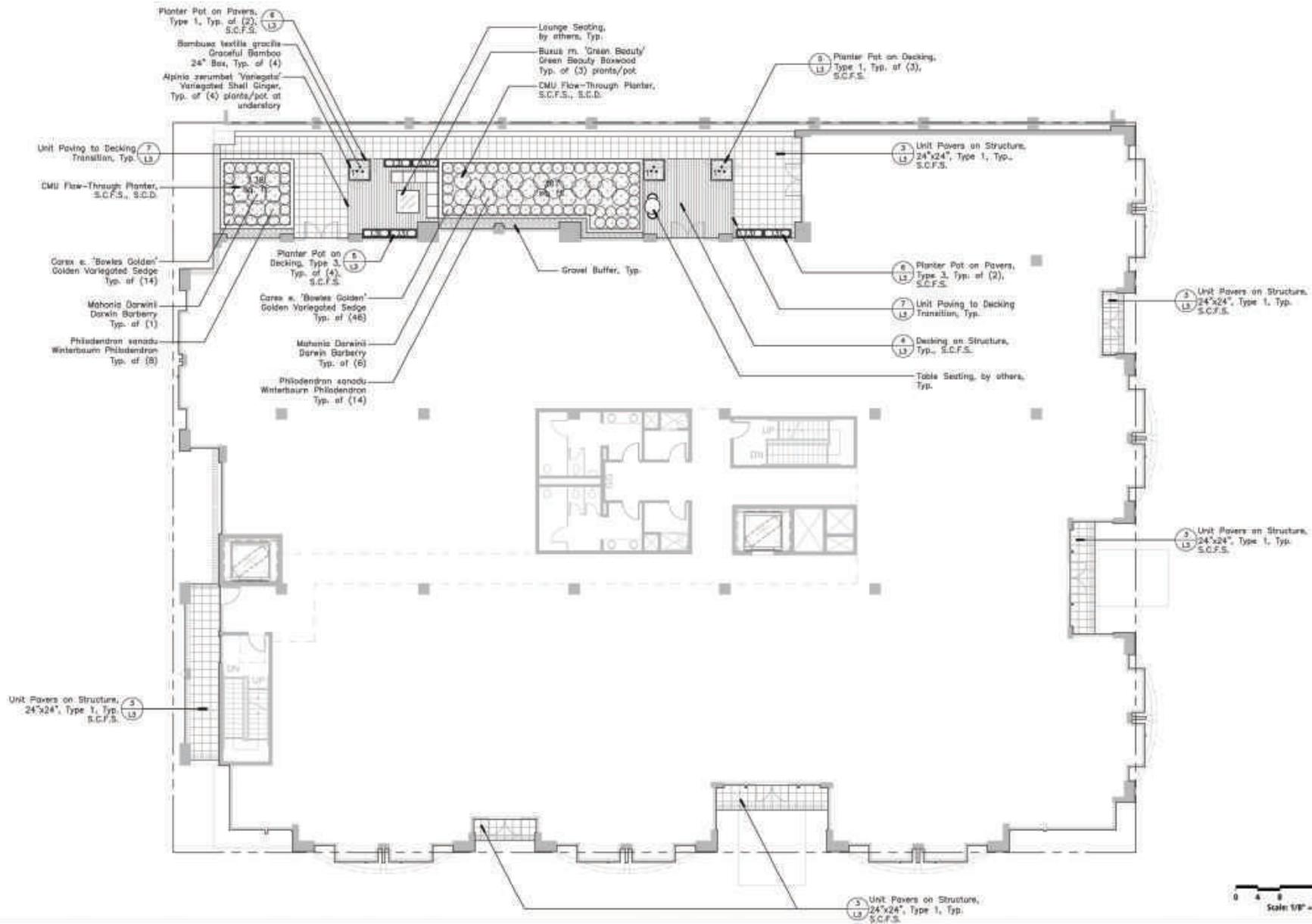
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## LEVEL 1- LANDSCAPE PLAN

L 2.1  
November 25, 2019





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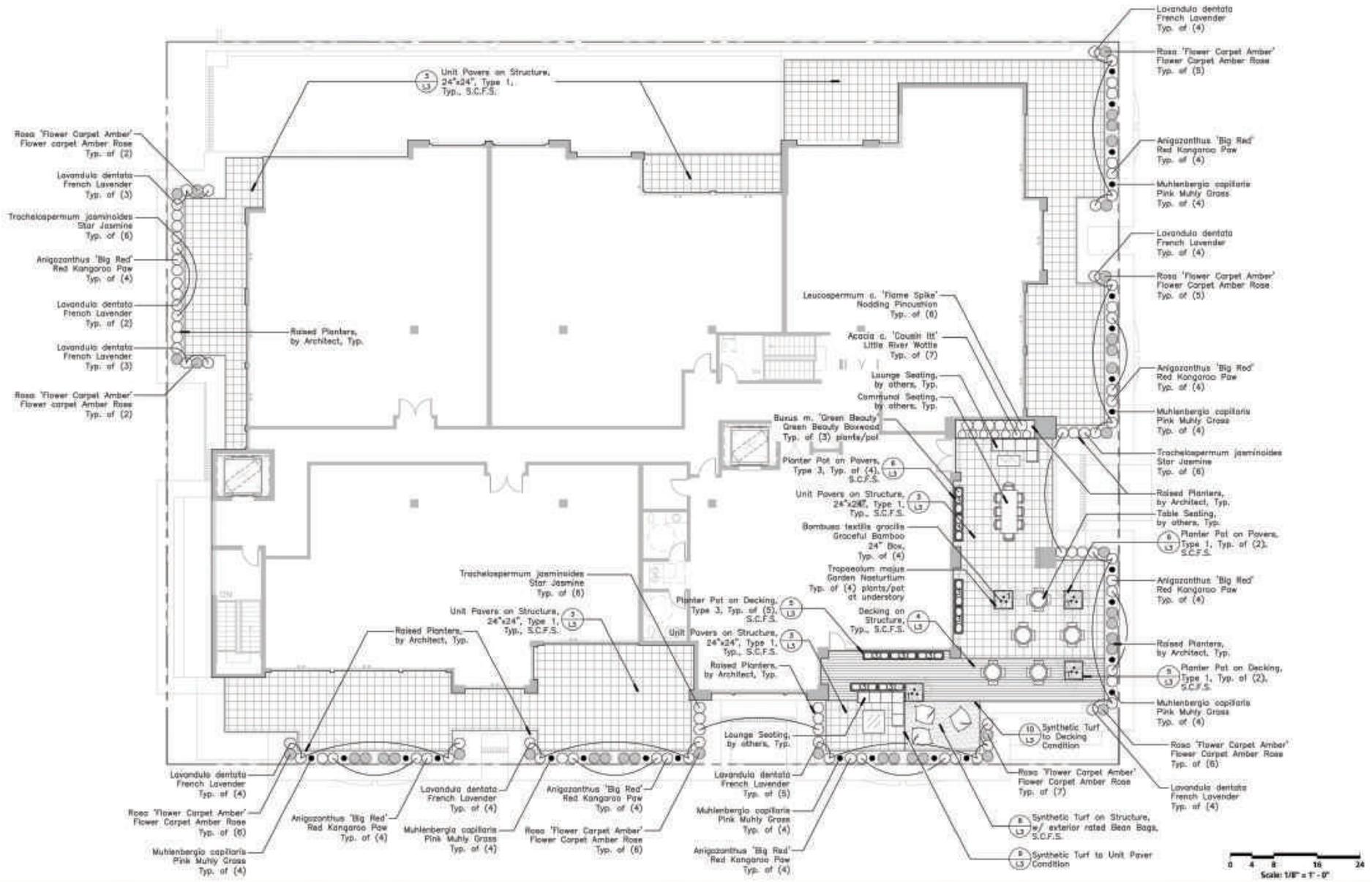
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The  
**GUZZARDO PARTNERSHIP INC.**  
 Landscape Architects - Local Planners  
 181 Gorman St.  
 San Francisco, CA 94111  
 T 415 403 4620  
 F 415 403 5961

**LEVEL 2- LANDSCAPE PLAN**

L 2.2  
 November 25, 2019





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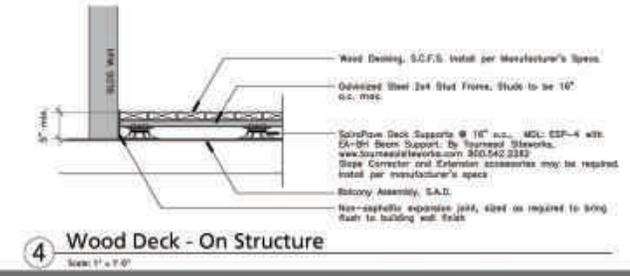
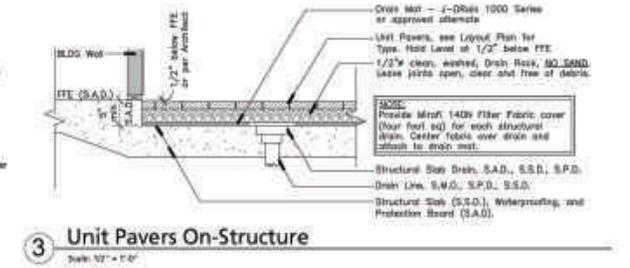
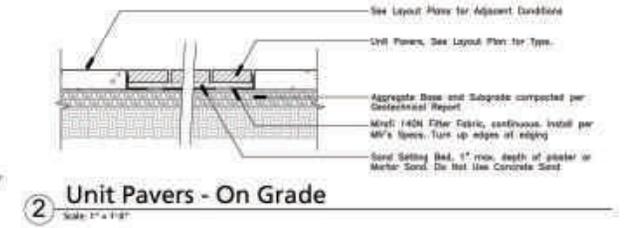
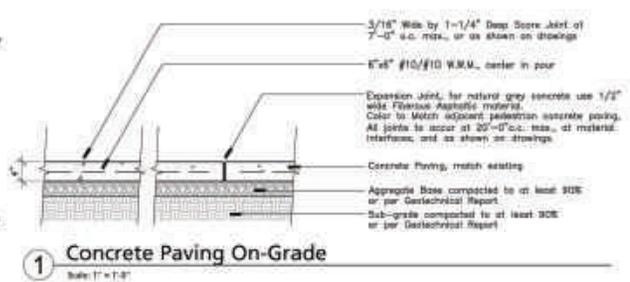
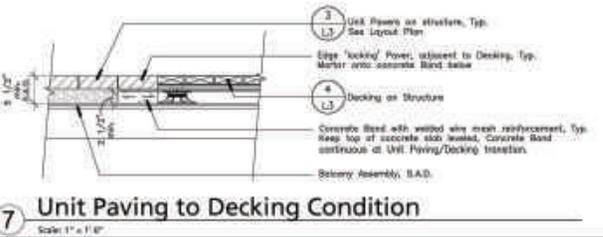
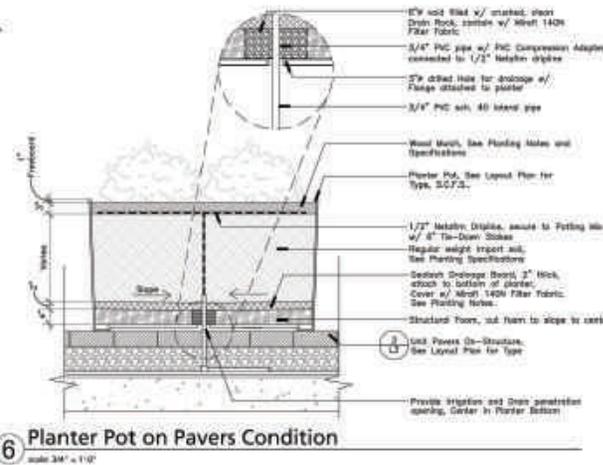
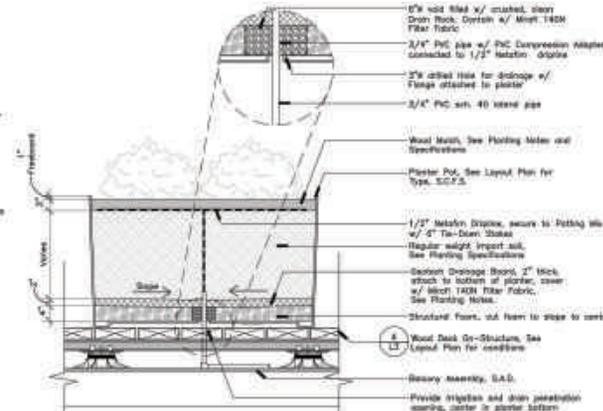
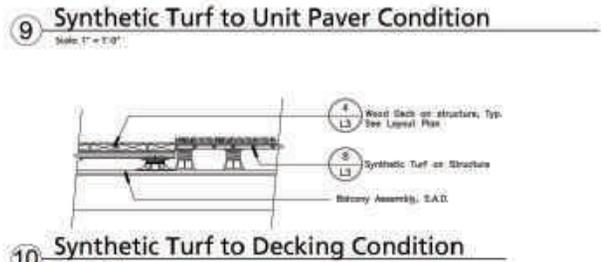
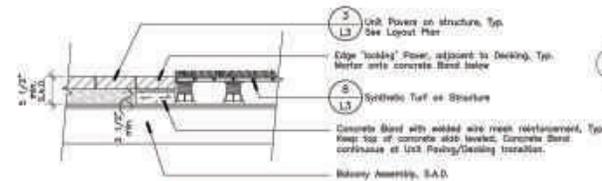
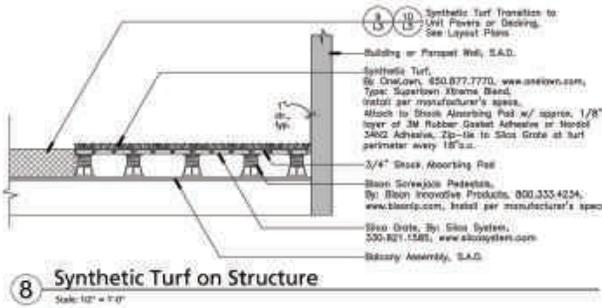
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## LEVEL 3- LANDSCAPE PLAN

L 2.3  
November 25, 2019







**EXISTING TREE INVENTORY - 11/16/2019**

Tag No.	Botanical Name	Common Name	Trunk Dia. (in.)	Height	Remove
1	Tilia cordata	Littleleaf Linden	10	9	
2	Lagerströmia indica	Crape Myrtle	7	7	
3	Lagerströmia indica	Crape Myrtle	5	2	
4	Pithecolobium amblycarpon	Walteria Bee	11	9	
5	Pithecolobium amblycarpon	Walteria Bee	10	9	
6	Tilia cordata	Littleleaf Linden	12	8	
7	Ficus religiosa	Flowering Fig	2	4	
8	Ficus religiosa	Flowering Fig	2	4	
9	Ficus religiosa	Flowering Fig	3	4	
10	Pithecolobium amblycarpon	Walteria Bee	10	9	
11	Pithecolobium amblycarpon	Walteria Bee	12	4	
12	Ulmus glabra ssp. hollandica	Common Elm Tree	22	8	
13	Rosa rugosa	Rugosa Rose	12	4	
14	Chaenactis alba	Chalk Tree	20	9	
15	Rosa alba	Chalk Tree	2	4	

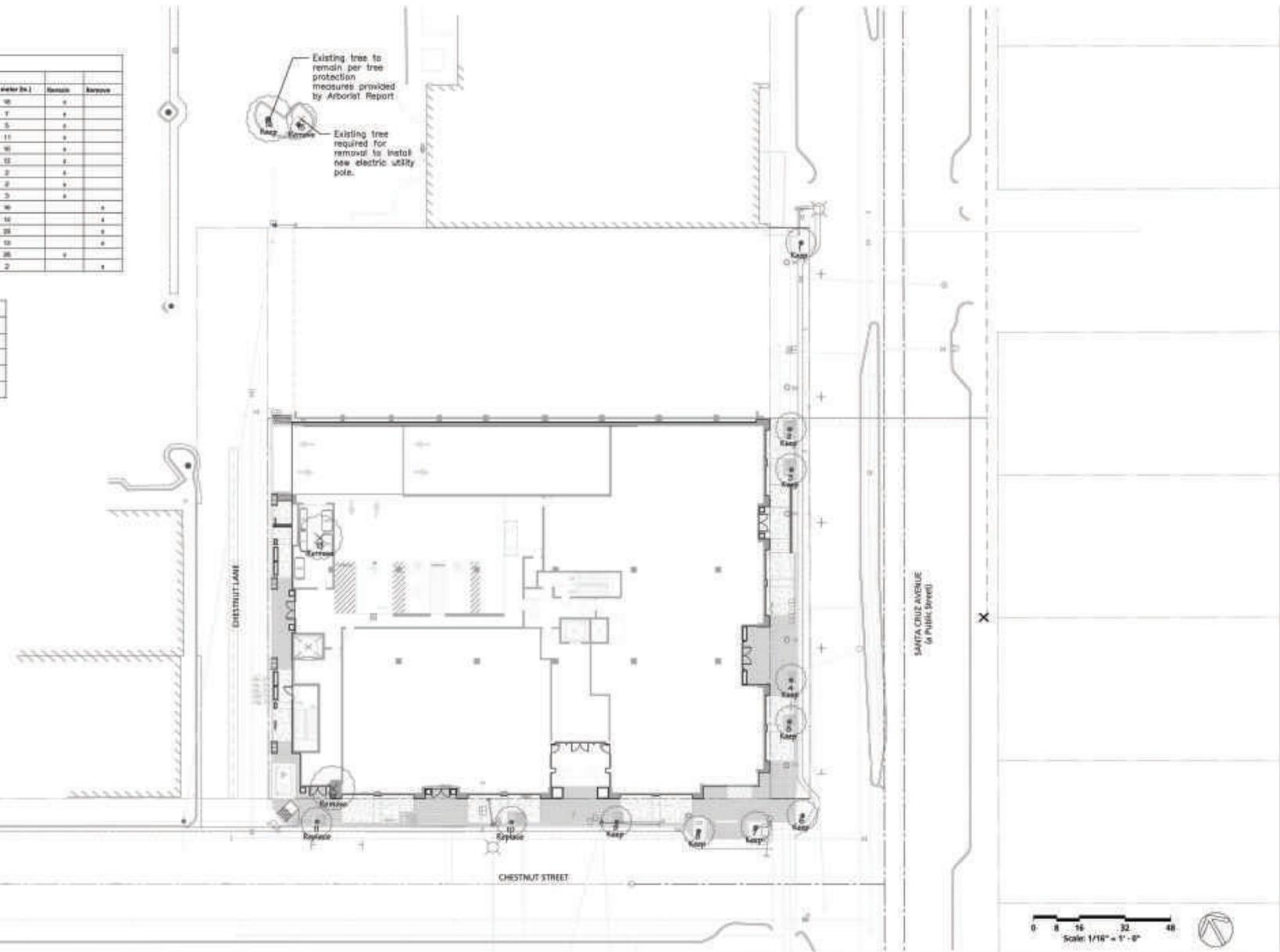
**EXISTING AND PROPOSED TREES**

Total Existing Trees	16
Total Existing Trees to be Removed	5
Total Existing Trees to Remain	11
Total Proposed Trees	12
Net Total Trees for Project	22

**TREE DISPOSITION LEGEND**

 Existing Tree to be removed  
 Existing Tree to Remain

NOTE: Tree Disposition Plan has been prepared based on Arbores Report prepared by David L. Baker, The Arbores Report dated November 16th, 2019 for tree located on-site.



**LEGEND**

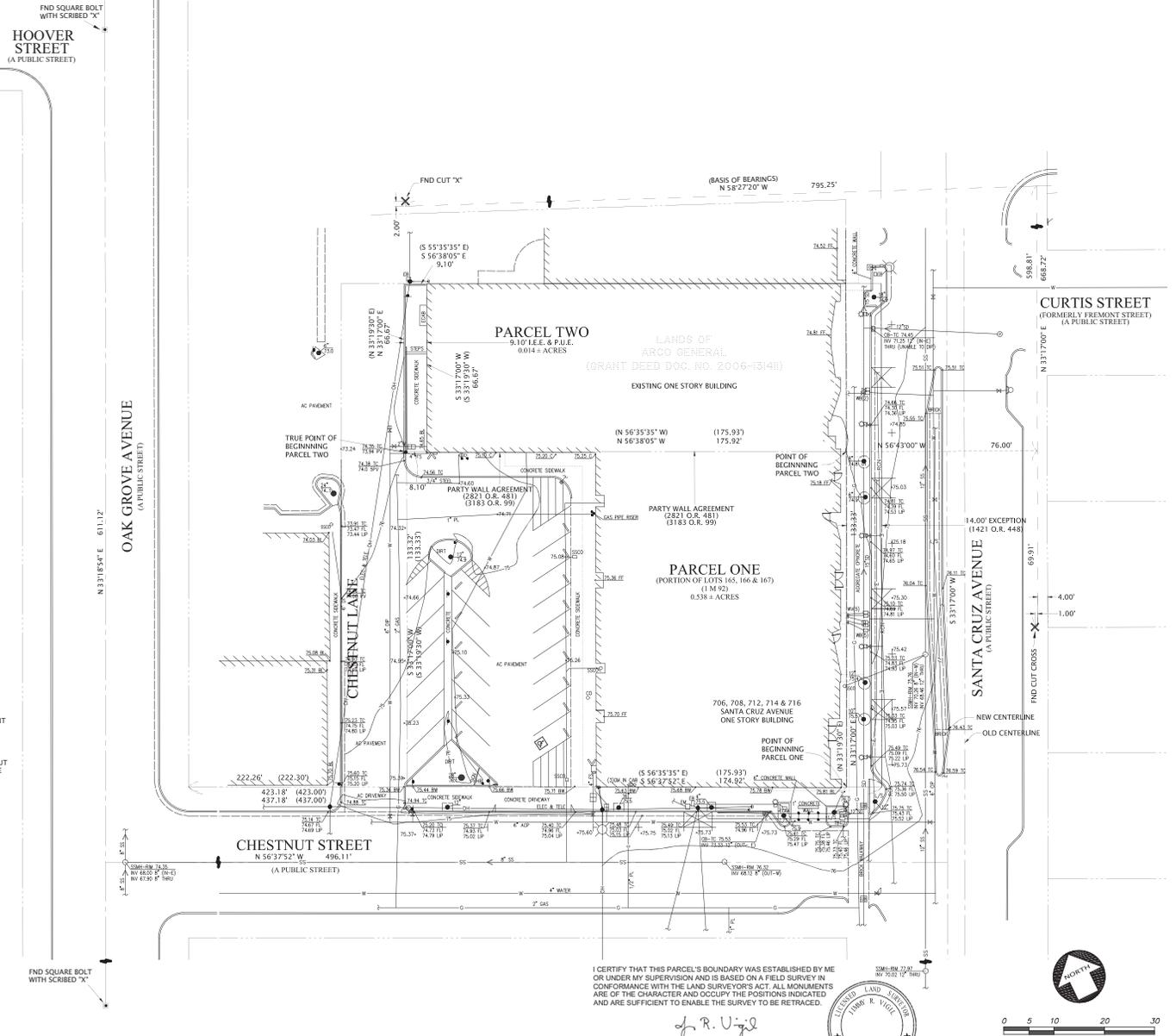
PROPERTY LINE	---
ADJACENT PROPERTY LINE	----
CENTERLINE	=====
MONUMENT LINE	-----
EASEMENT	-----
BUILDING LINE WITH DOOR	-----
BUILDING OVERHANG	-----
FOUND MONUMENT AS NOTED	■
LIGHT	○
STREET LIGHT	○
FIRE HYDRANT	○
MANHOLE	○
CLEAN OUT	○
GAS METER	○
UTILITY POLE W/ GUY WIRE	○
VALVE	○
CATCH BASIN / DROP INLET	○
WATER METER	○
FIRE DEPARTMENT CONNECTION	○
BACK FLOW PREVENTER	○
UTILITY BOX (SIZE VARIES)	○
SIGN	○
BOLLARD	○
FIRE SPRINKLER ALARM	○
TREE W/ SIZE AND ELEVATION	○
SPOT ELEVATION	○
AERIAL SPOT ELEVATION	○
RECORD INFORMATION	○
CONTOUR	○
INDEX CONTOUR	○
CURB	○
CURB & GUTTER	○
CONCRETE	○
FENCE	○
EDGE OF PAVEMENT	○
SANITARY SEWER	○
STORM DRAIN	○
WATER	○
GAS	○
UNDERGROUND ELECTRIC	○
TELEPHONE	○
OVERHEAD	○

**NOTES**

- THIS SURVEY WAS PREPARED FROM INFORMATION FURNISHED IN A PRELIMINARY TITLE REPORT, PREPARED BY OLD REPUBLIC TITLE COMPANY, ORDER NO. 0626025124A-JG, DATED DECEMBER 31, 2014. NO LIABILITY IS ASSUMED FOR MATTERS OF RECORD NOT STATED IN SAID PRELIMINARY TITLE REPORT THAT MAY AFFECT THE BOUNDARY LINES, EXCEPTIONS, OR EASEMENTS AFFECTING THE PROPERTY.
- THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS TOPOGRAPHIC SURVEY WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. (A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL UNKNOWN UNDERGROUND UTILITIES.) HOWEVER, THE ENGINEER CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED, BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.
- BENCHMARK ULL110: DISK SET IN MASSIVE STRUCTURE, 0.1 MILE SOUTHWEST OF SOUTHERN PACIFIC COMPANY RAILROAD STATION, AT THE INTERSECTION OF SANTA CRUZ AVENUE AND EL CAMINO REAL AT THE ELLIOT BUILDING, IN THE TOP PROJECTION OF FOUNDATION. ELEVATION: 73.85 FEET (DATUM) NAVD 1988
- A.P.N.: 071-103-250
- FLOOD ZONE NOTE: THIS SITE IS IN FLOOD ZONE "X", AREAS OF DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD. PER FLOOD INSURANCE RATE MAP COMMUNITY NO. 060321 0308 E DATED OCTOBER 16, 2012.
- BASIS OF BEARINGS: THE BEARING OF NORTH 58°27'20" WEST TAKEN ON THE MONUMENT LINE OF EL CAMINO REAL AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON FEBRUARY 14, 1991 IN BOOK 64 OF PARCEL MAPS AT PAGES 57-68, SAN MATEO COUNTY RECORDS WAS TAKEN AS THE BASIS OF ALL BEARINGS SHOWN HEREON.

**ABBREVIATIONS**

AC	ASPHALTIC CONCRETE
BL	BUILDING
BW	BACK OF WALK
CB	CATCH BASIN
DOC	DOCUMENT
EB	ELECTRIC BOX
ECAB	ELECTRIC CABINET
FL	FLOW LINE
FND	FOUND
FSA	FIRE SPRINKLER ALARM
HB	HOSEBIB
I.E.E.	INGRESS/EGRESS EASEMENT
LP	LIP OF GUTTER
NO.	NUMBER
O.R.	OFFICIAL RECORD
P.U.E.	PUBLIC UTILITY EASEMENT
SSCO	SANITARY SEWER CLEAN OUT
SSMH	SANITARY SEWER MANHOLE
TB	TELEPHONE BOX
TC	TOP OF CURB
WB	WATER BOX



I CERTIFY THAT THIS PARCEL'S BOUNDARY WAS ESTABLISHED BY ME OR UNDER MY SUPERVISION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE LAND SURVEYOR'S ACT. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

*J. R. Vigil*  
DATE: JIMMY R. VIGIL, L.S. 6256



Scale 1" = 10'

NO.	BY	REVISION

**KIER & WRIGHT**  
CIVIL ENGINEERS & SURVEYORS, INC.  
Lodi, California 94551  
Tel: (925) 245-8796  
www.kierwright.com

TOPOGRAPHIC & BOUNDARY SURVEY OF  
706 SANTA CRUZ AVE FOR  
FORM4 ARCHITECTURE  
CALIFORNIA  
MENLO PARK, CA

DATE: MAY 2019  
SCALE: AS SHOWN  
DESIGNER: ST  
DRAFTER: RS  
JOB NO.: A14009-2  
SHEET: C1.0  
OF 9 SHEETS

**LEGEND**

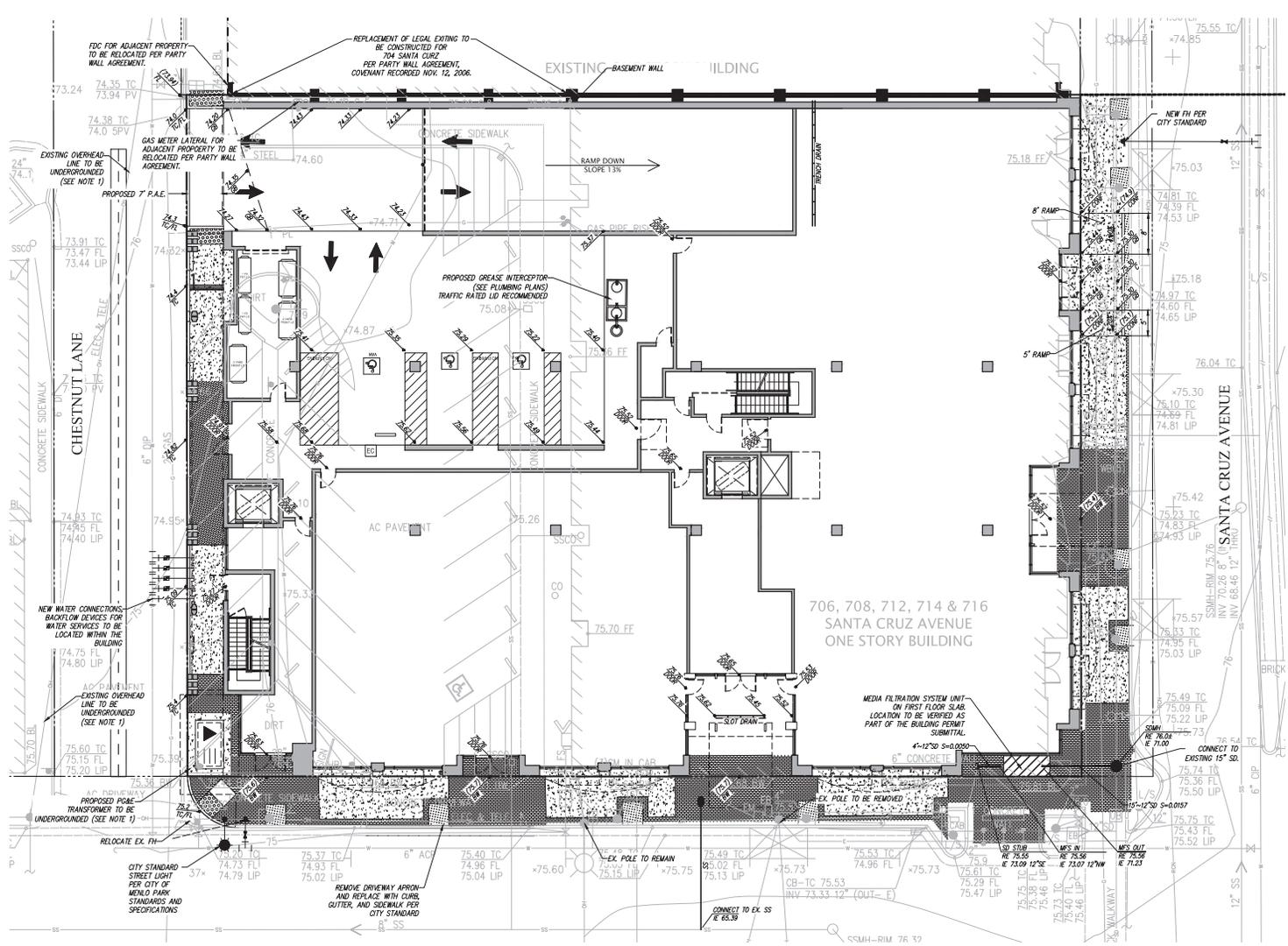
PROPERTY LINE	---
ADJACENT PROPERTY LINE	---
CENTERLINE	---
EASEMENT	---
NON-ACCESS	---
PUMP	⊕
STORM DRAIN MANHOLE	⊕
CATCH BASIN	⊕
MEDIA FILTRATION SYSTEM	⊕
SANITARY SEWER MANHOLE	⊕
FIRE HYDRANT(FHN)/WET BARREL TYPE WITH ONE 4 1/2 INCH CONNECTION AND TWO 2 1/2 INCH CONNECTIONS	⊕
GATE VALVE	I
WATER METER	I
POST INDICATOR VALVE	I
FIRE DISTRICT CONNECTION	I
SPRINKLER SYSTEM RISER	I
BACK FLOW PREVENTER	I
CHECK VALVE	I
REDUCER	I
LIGHT	⬤
GAS METER	⊕
TRANSFORMER	⊕
SPOT ELEVATION	100.00
HANDICAP STALL	⊕
CURB	---
CURB & GUTTER	---
RED CURB	---
RIDGE	---
SANITARY SEWER	SS
STORM DRAIN GRAVITY FLOW	SD
STORM DRAIN FORCED FLOW	SDFM
DOMESTIC WATER SERVICE	DW
FORCE MAIN	FM
FIRE SERVICE	FS
WATER	W
ELECTRIC	E
GAS	G
JOINT TRENCH	JT
PCC SIDEWALK	---
TRUNCATED DOMES	---
BIO-TREATMENT PLANTING	---
3" GRIND & OVERLAY	---

**ABBREVIATIONS**

BU	BUBBLE UP
COMM.	COMMERCIAL
DWS	DOMESTIC WATER SERVICE
EX	EXISTING
FDC	FIRE DEPARTMENT CONNECTION
FH	FIRE HYDRANT
FL	FLOW LINE
FS	FIRE SERVICE
INV	INVERT ELEVATION
IRR	IRRIGATION
OVD	OVERFLOW DRAIN
R	RIDGE
RES.	RESIDENTIAL
RM	RIM ELEVATION
SD	STORM DRAIN
SS	SANITARY SEWER
TW	TOP OF WALL
VERT.	VERTICAL
W	WITH

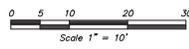
**NOTES**

- ALL OVERHEAD COMMUNICATION LINES ARE TO BE UNDERGROUNDED PER CITY AND LOCAL UTILITY COMPANYS STANDARDS AND SPECIFICATIONS. ALL UTILITIES TO BE UNDERGROUNDED ALONG THE PROJECT FRONTAGE SHALL BE TO THE SATISFACTION OF THE CITY OF MENLO PARK AND THE FIRE DISTRICT.
- PUBLIC SIDEWALK ACCESS TO ADJACENT PROPERTY TO BE COORDINATED WITH THE CITY OF MENLO PARK AS PART OF PERMIT DRAWINGS.
- DESIGN AND CONFIGURATION OF THE ALLEY-TYPE DRIVE AISLE ON CHESTNUT LANE SHALL TO BE COORDINATED WITH THE CITY OF MENLO PARK AND ISSUED AS PART OF PERMIT DRAWINGS.
- EXISTING STREET LIGHTS SHALL BE REPAIRSHED AND PAINTED PER CITY OF MENLO PARK STANDARDS AND SPECIFICATIONS. STREET LIGHTS SHALL BE UPGRADED TO LED FIXTURES.
- ALL EXISTING UTILITIES WITHIN PUBLIC SIDEWALK SHALL BE PROTECTED IN PLACE UNLESS NOTED OTHERWISE.
- BACKFLOW DEVICES SHALL BE LOCATED ON THE GARAGE FLOOR ELECTRICAL ROOM.
- REFER TO SHEET 2.0 FOR ON-SITE DESIGN INFORMATION.
- IRRIGATION TO ALL EXISTING AND NEW TREES ALONG THE SITE FRONTAGES WILL BE CONNECTED TO THE ON-SITE WATER SYSTEM.



**NOTES**

THE PROJECT WILL UNDERGROUND THE OVERHEAD UTILITIES ON CHESTNUT LANE AND CHESTNUT STREET. THE SCOPE OF THE WORK WILL BE DEFINED PRIOR TO THE APPROVAL OF THE FINAL MAP TO THE SATISFACTION OF THE FIRE DISTRICT AND THE CITY OF MENLO PARK.

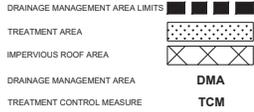


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PRELIMINARY GRADING, DRAINAGE, UTILITY PLAN OF GROUND FLOOR <b>706 SANTA CRUZ AVE</b> FOR <b>FORM 4 ARCHITECTURE</b> CALIFORNIA MENLO PARK.	
DATE	MAY 2019
SCALE	AS SHOWN
DESIGNER	ST
DRAFTER	RS
JOB NO.	A14009-2
SHEET	C2.0
OF	9 SHEETS





**LEGEND**



**IMPERVIOUS/PERVIOUS TABLE**

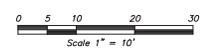
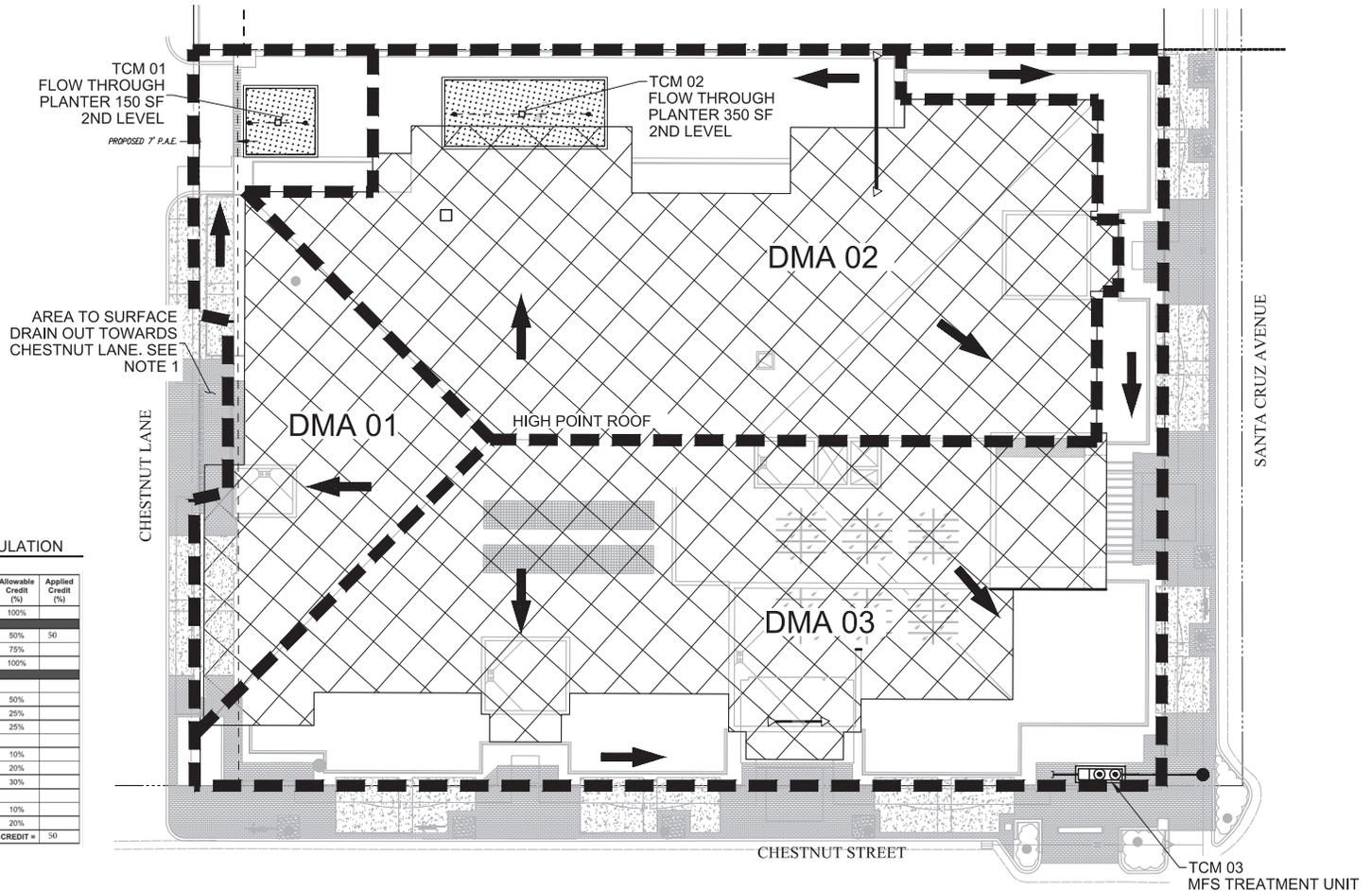
EXISTING SITE		
	AREA (S.F.)	% TOTAL
IMPERVIOUS	22966	97.9
PERVIOUS	489	2.1
TOTAL	23455	100.0
C-FACTOR	0.89	
PROPOSED SITE		
	AREA (S.F.)	% TOTAL
IMPERVIOUS	22955	97.9
PERVIOUS	500	2.1
TOTAL	23455	100.0
C-FACTOR	0.89	

**NOTES**

- SMALL AREA NEAR MAIN ENTRY TO BUILDING SHALL DRAIN OUT TOWARDS CHESTNUT LANE (~200 SF). THIS AREA WILL BE AFFECTED BY TIRE WASH AND SMALL AMOUNTS OF RAIN THAT FALL UNDER THE 2ND FLOOR TERRACE AREA.

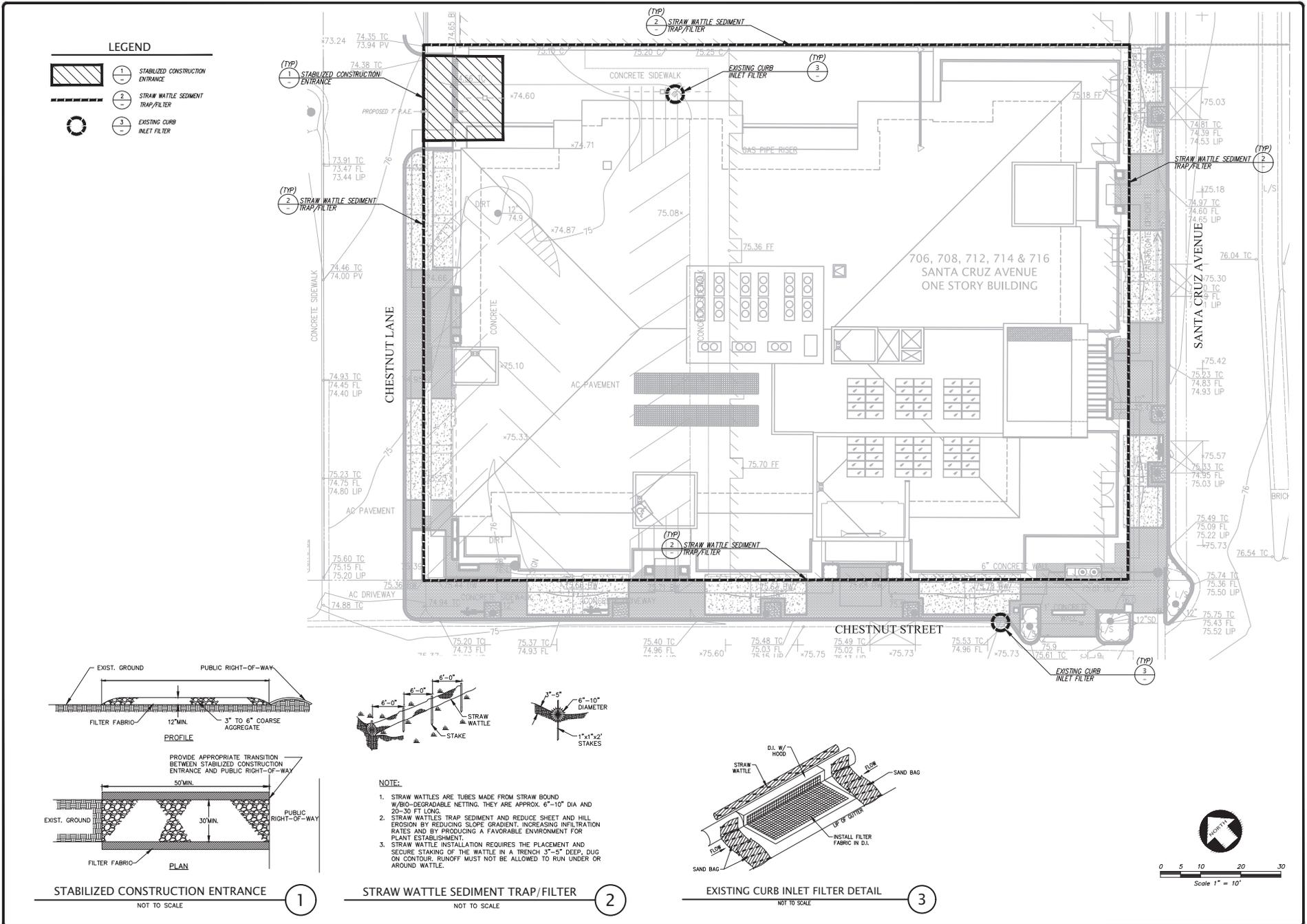
**LID TREATMENT REDUCTION CREDIT CALCULATION**

Category	Impervious Area Created/Replaced (acres)	Site Coverage (%)	Project Density or FAR	Density/Criteria	Allowable Credit (%)	Applied Credit (%)
A			N.A.	N.A.	100%	
B	0.52	95%	2:1	Res ≥ 50 DU/ac or FAR ≥ 2:1 Res ≥ 75 DU/ac or FAR ≥ 3:1 Res ≥ 100 DU/ac or FAR ≥ 4:1	50% 75% 100%	50
C				<b>Location credit (select one):</b> Within 1/4 mile of transit hub: 50% Within 1/2 mile of transit hub: 25% Within a planned PDA: 25% <b>Density credit (select one):</b> Res ≥ 30 DU/ac or FAR ≥ 2:1: 10% Res ≥ 60 DU/ac or FAR ≥ 4:1: 20% Res ≥ 100 DU/ac or FAR ≥ 8:1: 30% <b>Parking credit (select one):</b> ≤ 10% at-grade surface parking: 10% No surface parking: 20%		
<b>TOTAL TOD CREDIT =</b>						<b>50</b>



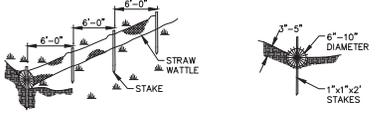
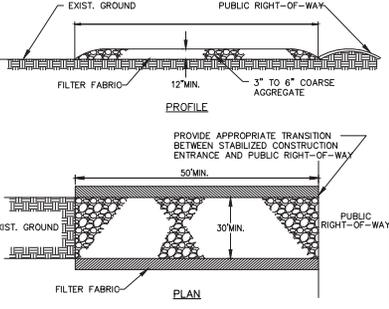
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NO.	BY	DATE	NO.	BY	DATE	NO.	BY	DATE	NO.
REVISION			REVISION			REVISION			REVISION
<b>KIER &amp; WRIGHT</b> CIVIL ENGINEERS & SURVEYORS, INC. 2850 Collier Canyon Road Menlo Park, CA 94025-1951 Phone (650) 245-8788 Fax (650) 245-8796 www.kierwright.com									
PRELIMINARY STORM WATER MANAGEMENT PLAN OF <b>706 SANTA CRUZ AVE</b> FOR <b>FORM 4 ARCHITECTURE</b> MENLO PARK, CALIFORNIA									
DATE		MAY 2019							
SCALE		AS SHOWN							
DESIGNER		ST							
DRAFTER		RS							
JOB NO.		A14009-2							
SHEET		<b>C3.0</b>							
OF		9 SHEETS							





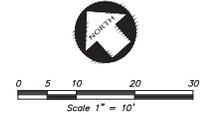
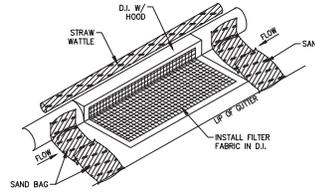
**LEGEND**

- 1 STABILIZED CONSTRUCTION ENTRANCE
- 2 STRAW WATTLE SEDIMENT TRAP/FILTER
- 3 EXISTING CURB INLET FILTER



**NOTE:**

1. STRAW WATTLES ARE TUBES MADE FROM STRAW BOUND W/BIO-DEGRADABLE NETTING. THEY ARE APPROX. 6"-10" DIA AND 20-30 FT LONG.
2. STRAW WATTLES TRAP SEDIMENT AND REDUCE SHEET AND HILL EROSION BY REDUCING SLOPE GRADIENT, INCREASING INFILTRATION RATES AND BY PRODUCING A FAVORABLE ENVIRONMENT FOR PLANT ESTABLISHMENT.
3. STRAW WATTLE INSTALLATION REQUIRES THE PLACEMENT AND SECURE STAKING OF THE WATTLE IN A TRENCH 3"-5" DEEP, DUG ON CONTOUR. RUNOFF MUST NOT BE ALLOWED TO RUN UNDER OR AROUND WATTLE.



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<b>ERSON CONTROL PLAN</b> OF <b>706 SANTA CRUZ AVE</b> FOR <b>FORM4 ARCHITECTURE</b> CALIFORNIA MENLO PARK.	
DATE	MAY 2019
SCALE	AS SHOWN
DESIGNER	ST
DRAFTER	RS
JOB NO.	A14009-2
SHEET	C4.0
OF	9 SHEETS

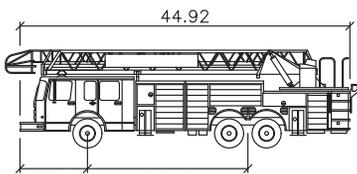


**LEGEND**

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTERLINE
- EASEMENT
- NON-ACCESS
- PUMP
- STORM DRAIN MANHOLE
- CATCH BASIN
- MEDIA FILTRATION SYSTEM
- SANITARY SEWER MANHOLE
- FIRE HYDRANT/FH-IN-WET BARREL TYPE WITH ONE 4 1/2 INCH CONNECTION AND TWO 2 1/2 INCH CONNECTIONS.
- GATE VALVE
- WATER METER
- POST INDICATOR VALVE
- FIRE DISTRICT CONNECTION
- SPRINKLER SYSTEM RISER
- BACK FLOW PREVENTER
- CHECK VALVE
- REDUCER
- LIGHT
- GAS METER
- TRANSFORMER
- SPOT ELEVATION
- HANDICAP STALL
- CURB
- CURB & GUTTER
- RED CURB
- RIDGE
- SANITARY SEWER
- STORM DRAIN GRAVITY FLOW
- STORM DRAIN FORCED FLOW
- DOMESTIC WATER SERVICE
- FORCE MAIN
- FIRE SERVICE
- WATER
- ELECTRIC
- GAS
- JOINT TRENCH
- PCC SIDEWALK
- TRUNCATED DOMES
- BIO-TREATMENT PLANTING

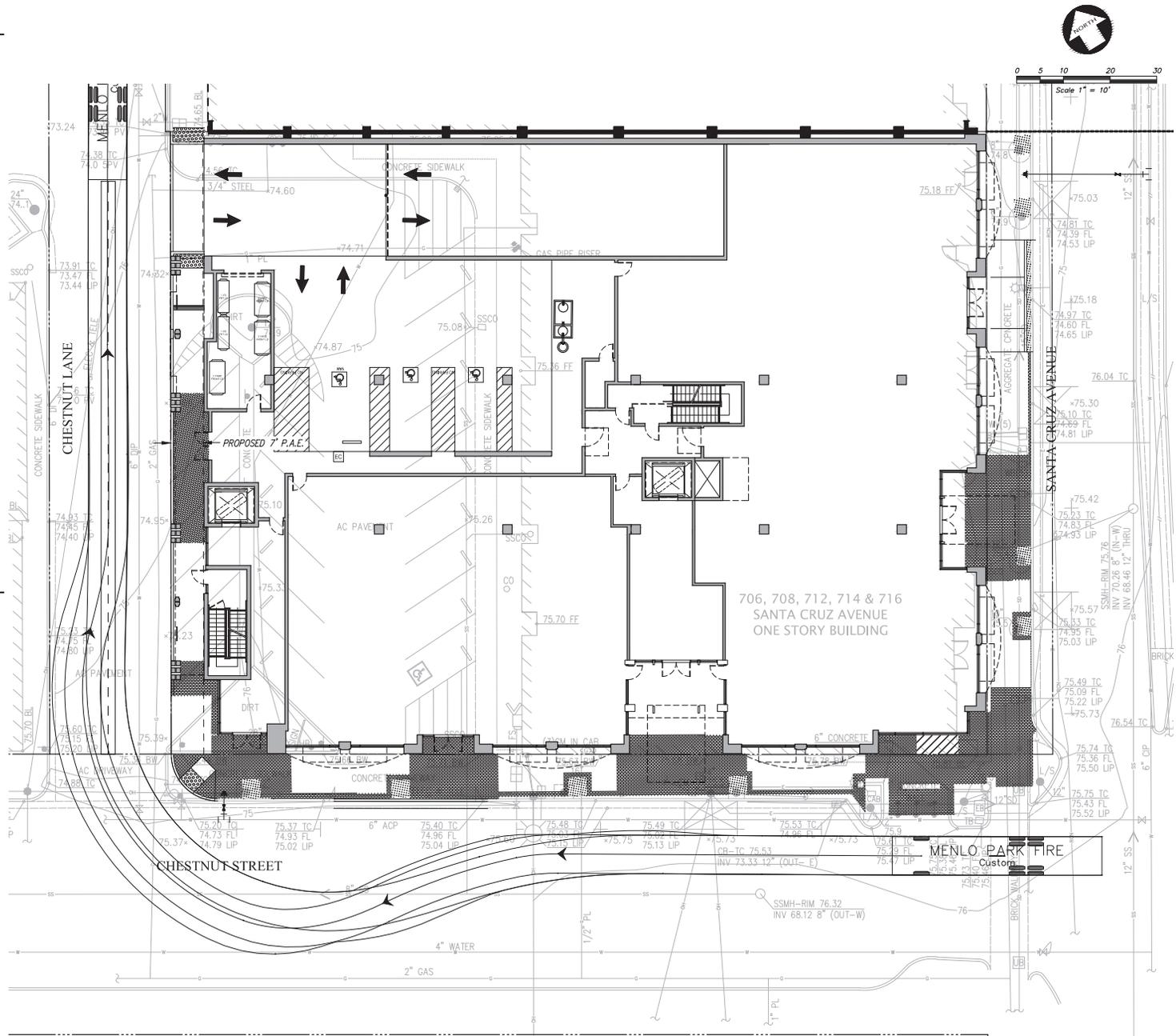
**ABBREVIATIONS**

- BU BUBBLE LIP
- COMM COMMERCIAL
- DWS DOMESTIC WATER SERVICE
- EX EXISTING
- FDG FIRE DEPARTMENT CONNECTION
- FH FIRE HYDRANT
- FL FLOW LINE
- FS FIRE SERVICE
- INV INVERT ELEVATION
- IRR IRRIGATION
- OVD OVERFLOW DRAIN
- R RIDGE
- RES RESIDENTIAL
- RM RIM ELEVATION- SD STORM DRAIN
- SS SANITARY SEWER
- TW TOP OF WALL
- VERT VERTICAL
- WT WITH



**MENLO PARK FIRE**

Width	: 8.25	feet
Track	: 8.25	
Lock to Lock Time	: 6.0	
Steering Angle	: 25.4	



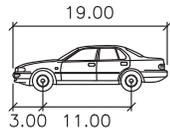
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NO.	REV.	NO.
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<p><b>MENLO PARK FIRE TURNING</b> OF <b>706 SANTA CRUZ AVE</b> FOR <b>FORM 4 ARCHITECTURE</b></p> <p style="text-align: right;">CALIFORNIA MENLO PARK.</p>		
DATE	MAY 2019	
SCALE	AS SHOWN	
DESIGNER	ST	
DRAFTER	RS	
JOB NO.	A14009-2	
SHEET	C5.0	
OF	9	SHEETS

**LEGEND**

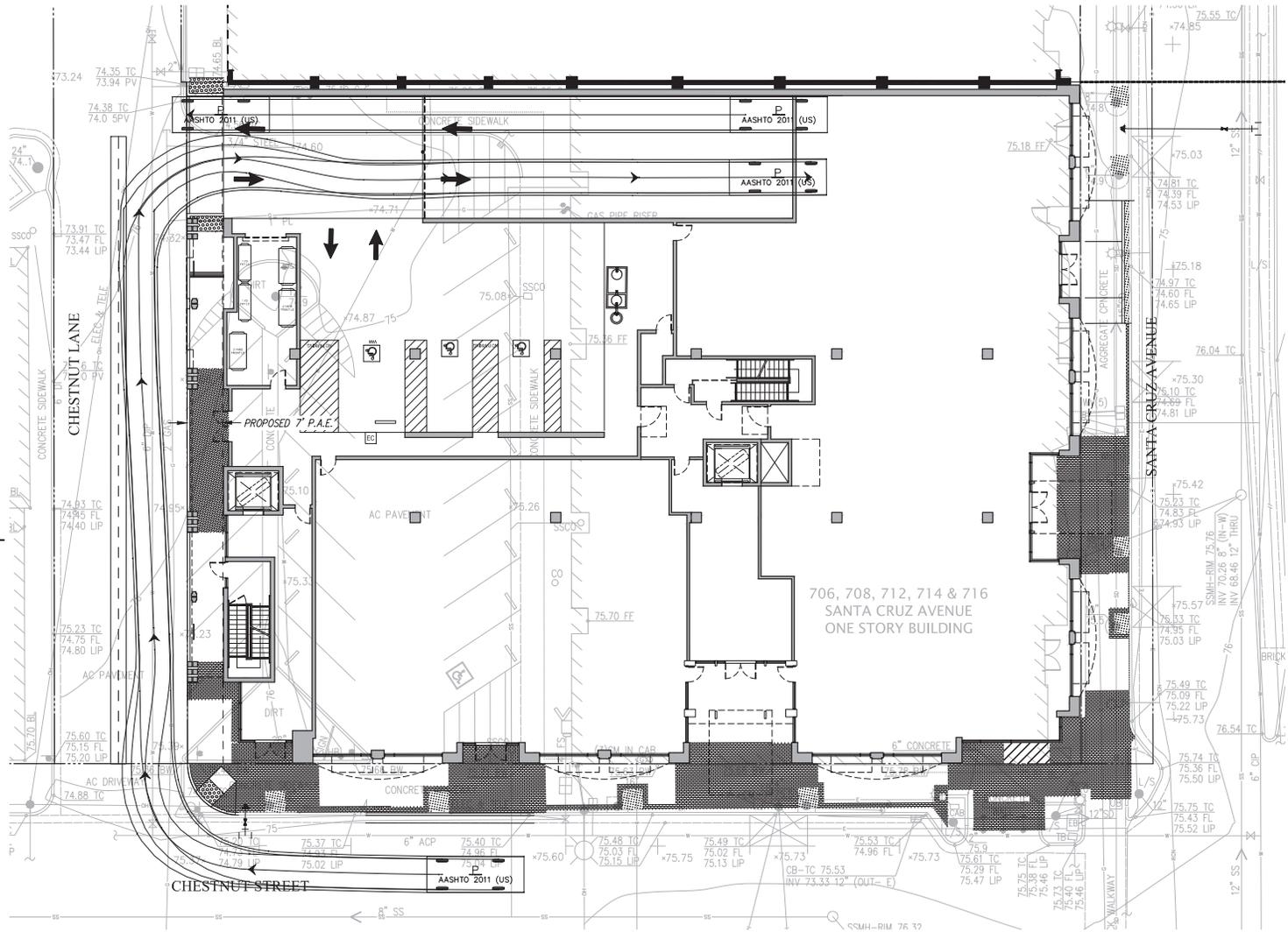
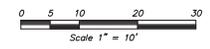
- PROPERTY LINE
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- FORCE MAIN
- FIRE SERVICE
- WATER
- ELECTRIC
- GAS
- JOINT TRENCH
- PCC SIDEWALK
- TRUNCATED DOMES
- BIO-TREATMENT PLANTING

**ABBREVIATIONS**

- BU BUBBLE LIP
- COMM COMMERCIAL
- DWS DOMESTIC WATER SERVICE
- EX EXISTING
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- OVD OVERFLOW DRAIN
- R RIDGE
- RES RESIDENTIAL
- RM RM ELEVATION
- SD STORM DRAIN
- SS SANITARY SEWER
- TW TOP OF WALL
- VERT VERTICAL
- WT WITH



P  
Width : 7.00 feet  
Track : 6.00 feet  
Lock to Lock Time : 6.0 seconds  
Steering Angle : 31.6 degrees



REVISION									
NO	BY	DATE	DESCRIPTION	NO	BY	DATE	DESCRIPTION	NO	BY
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<p>PASSENGER VEHICLE TURNING          OF  <b>706 SANTA CRUZ AVE</b>          FOR  <b>FORM4 ARCHITECTURE</b>          CALIFORNIA          MENLO PARK.</p>									
DATE : MAY 2019									
SCALE : AS SHOWN									
DESIGNER : ST									
DRAFTER : RS									
JOB NO. : A14009-2									
SHEET : C5.1									
OF 9 SHEETS									











VICINITY MAP  
N. T. S.

WORK RESPONSIBILITY  
JOINT TRENCH

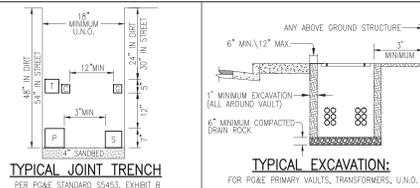
TRENCHING	Excavate & Backfill	PG&E	CONTRACTOR
GAS MATERIAL	Supply & Install	PG&E	CONTRACTOR
ELECTRIC CABLE	Supply & Install	PG&E	CONTRACTOR
ELECTRIC CONDUIT	Supply & Install	PG&E	CONTRACTOR
ELECTRIC BOXES	Supply & Install	PG&E	CONTRACTOR
ELECTRIC TRANSFORMER PADS	Supply & Install	PG&E	CONTRACTOR
ELECTRIC SWITCHGEAR & TRANSFORMER	Supply & Install	PG&E	CONTRACTOR
TELEPHONE CONDUIT	Supply & Install	PG&E	CONTRACTOR
TELEPHONE CABLE	Supply & Install	PG&E	CONTRACTOR
TELEPHONE SPURCE BOXES	Supply & Install	PG&E	CONTRACTOR
TELEPHONE SAU PAD	Supply & Install	PG&E	CONTRACTOR
C.A.T.V. CONDUIT	Supply & Install	PG&E	CONTRACTOR
C.A.T.V. SPURCE BOXES	Supply & Install	PG&E	CONTRACTOR
C.I.E.C. FIBER CONDUIT	Accepted / Declined	PG&E	CONTRACTOR
C.I.E.C. FIBER SPURCE BOXES	Accepted / Declined	PG&E	CONTRACTOR
DIRECTIONAL DRILL / JACK AND BORE	Supply & Install	PG&E	CONTRACTOR

SYMBOL DESIGNATES THE WORK TO BE PERFORMED BY THE RESPECTIVE CONTRACTOR & UTILITY COMPANIES.  
 NOT APPLICABLE UNLESS OTHERWISE SPECIFIED.  
 \* PG&E TO PULL CABLE INTO ENERGIZED ENCLOSURES

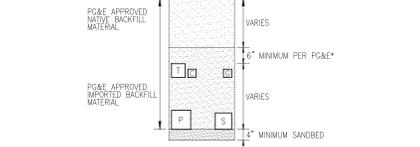
THESE PLANS WERE PREPARED IN CONJUNCTION WITH THE FOLLOWING PLANS:

SOIL IMPROVEMENT PLANS/ERODING PLANS	03-18-2019	PRELIMINARY
ARCHITECTURAL PLANNING FILE	08-26-2019	PRELIMINARY
APPLICANT DESIGN (GAS)		
APPLICANT DESIGN (ELECTRIC)		
TELEPHONE		
C.A.T.V.		
LANDSCAPE	08-28-2019	PRELIMINARY
LIGHT LOCATIONS		

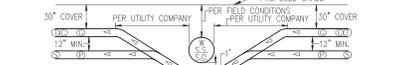
VISION UTILITY PARTNERS is not responsible for any structural changes or relocations. OTHER UTILITIES SHOWN ARE INFORMATION AND BASED ON FIELD SURVEY AND AVAILABLE UTILITY INFORMATION. IT IS THE CONTRACTOR'S RESPONSIBILITY VERIFY THE ACTUAL LOCATION AND DEPTH OF UTILITIES PRIOR TO THE COMMENCEMENT OF WORK. PHYSICAL VERIFICATION OF UTILITY LOCATIONS SHALL BE PERFORMED BY CAREFUL PROBING OR HAND DIGGING IN ACCORDANCE WITH ARTICLE 6 OF THE CALIFORNIA CONSTRUCTION SAFETY ORDERS.



TYPICAL JOINT TRENCH PER PG&E STANDARD SS453, EXHIBIT B  
TYPICAL EXCAVATION: FOR PG&E PRIMARY VAULTS, TRANSFORMERS, U.N.O.



MINIMUM BACKFILL REQUIREMENTS \*CHECK WITH LOCAL GOVERNING AGENCIES FOR POSSIBLE VARIATIONS



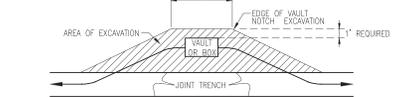
JOINT TRENCH UNDER WATER & S.S. & S.D. \*WIDTH PER SIZE & NUMBER OF EACH UTILITY, PG&E AND CITY INSPECTOR TO DETERMINE METHOD OF CROSSING.



JOINT TRENCH OVER WATER & S.S. & S.D. \*WIDTH PER SIZE & NUMBER OF EACH UTILITY, PG&E AND CITY INSPECTOR TO DETERMINE METHOD OF CROSSING.

NOTE: TRENCH DEPTH NOT TO EXCEED 5' UNLESS APPROVED BY PG&E INSPECTOR. IN NO CASE SHOULD PLASTIC GAS PIPE BE INSTALLED AT A DEPTH GREATER THAN 10' UNLESS APPROVED BY PG&E SENIOR GAS ENGINEER.

TRENCHING CONTRACTOR SHALL NOT ASSUME THAT EITHER OF THE ABOVE DETAILS WILL BE ACCEPTABLE TO PG&E. YOU ARE REQUIRED TO CONTACT THE LOCAL PG&E ENGINEERING OFFICE WITH ANY ISSUE RELATING TO COVERS LESS THAN MINIMUM OR COVERS REQUIRING SHORING. CONCRETE CAPPING IS ONLY ACCEPTABLE WHERE NO OTHER SOLUTION IS POSSIBLE AND ONLY WHEN CERTAIN CRITERIA ARE MET AND ONLY WITH PG&E APPROVAL.



TYPICAL PG&E PRIMARY BOX EXCAVATION DETAIL

ELECTRIC CONDUIT MINIMUM BEND RADIUS

CONDUIT DIAMETER	VERTICAL BENDS	HORIZONTAL RADIUS
3"	24"	36"
4"	24"	36"
6"	36"	60"

NOTE: 315° MAX BENDS IN ANY SECONDARY CONDUIT RUN 200' OR LESS.  
300° MAX BENDS IN ANY PRIMARY CONDUIT RUN.

TYPICAL GAS METER REQUIREMENTS\*

METER TYPE	LOAD (SCFH)	DELIVERY PRESSURE** (PSIG)	PAD SIZE (INCHES)	MIN. WIDTH REQUIRED FOR METER (INCHES)	DISTANCE FROM RISER TO FINISHED WALK (INCHES)	MIN. HOUSING/STUB OUT (INCHES)
TYPICAL RESIDENTIAL	0-250	0.25	N/A UNLESS USING FLEX-HOSE METER	24	6 TO 9	4
400 TO 1000	350-1450	0.25	N/A UNLESS USING FLEX-HOSE METER	30	6 TO 9	6
CLASS 1	600-2450	0.25	N/A UNLESS USING FLEX-HOSE METER	30	6 TO 9	6
1.5M OR 3M ROTARY	1,400-3,000	APPROVED BY PG&E	40 X 36 X 4	52	20	VARIES
5M OR 7M ROTARY	3,000-7,000	APPROVED BY PG&E	78 X 36 X 4	90	20	VARIES
11M OR 16M ROTARY	7,000-16,000	APPROVED BY PG&E	94 X 36 X 4	106	20	VARIES

\*ACTUAL METER-SET CONFIGURATIONS MAY DIFFER DEPENDING ON FIELD CONDITIONS AND RESTRICTIONS. FOR GAS METER DETAILS, SEE SECTION 2 OF CURRENT ELECTRIC & GAS SERVICE REQUIREMENTS GREENBOOK BY PG&E. PG&E STANDARD METER SPACING REQUIREMENTS DO NOT INCLUDE CLEARANCE FOR EARTHQUAKE VALVES OR OTHER ADDITIONAL SAFETY EQUIPMENT. SEE NOTE 17 UNDER GENERAL NOTES ON SHEET JT-1. \*\*DELIVERY PRESSURE TO BE CONFIRMED VIA BUILDING PLUMBING AND MECHANICAL PLANS. PG&E MAINTAINS SOLE AUTHORITY TO DETERMINE IF THE ELEVATED DELIVERY PRESSURE SERVICE IS AVAILABLE AT A SPECIFIC LOCATION.

GENERAL NOTES:

- THE PREFERRED TRENCH LOCATION IS IN A PUBLIC UTILITY EASEMENT (P.U.E.), ALL DEPTHS AND RESULTING COVER REQUIREMENTS ARE MEASURED FROM FINAL GRADE.
- COVER CLEARANCES AND SPACING SHALL BE AS GREAT AS PRACTICABLE UNDER THE CIRCUMSTANCES, BUT UNDER NO CIRCUMSTANCES SHALL BE LESS THAN THE MINIMUM COVER CLEARANCES AND SPACING REQUIREMENTS SET FORTH IN GENERAL ORDER 126 AND 4507R (192-37) AND 4507R (192-35) AND 4507R (192-37). ALL FACILITIES SHALL BE ANCHORED IN PLACE PRIOR TO COMPLETION OF TRENCHING. OTHER MEANS SHALL BE TAKEN TO ENSURE NO MOTION OF THE FACILITIES. DIMENSIONAL REQUIREMENTS FOR SHADING, LEVELING, AND BACKFILLING SHALL BE DETERMINED SUBSEQUENT TO COMPLETION.
- TRENCH DIMENSIONS SHOWN ARE TYPICAL. TRENCH SIZES AND CONFIGURATIONS MAY VARY DEPENDING UPON OCCUPANCY AND/OR FIELD CONDITIONS. TRENCH SIZE AND CONFIGURATION MUST AT ALL TIMES BE CONSTRUCTED IN A MANNER THAT ENSURES PROPER CLEARANCES ARE MAINTAINED. TRENCHES SHALL BE OPENED TO EXPOSE NO MINIMUM CLEARANCES AS SHOWN IN THIS EXHIBIT MUST BE DESIGNED TO ENSURE THIS REQUIREMENT.
- IT IS PREFERRED TO HAVE NON-POPE STREETLIGHTS AT A LEVEL OTHER THAN THE GAS OR ELECTRIC LEVEL. NON-POPE STREETLIGHTS MAY BE AT THE ELECTRIC LEVEL OF THE TRENCH AS LONG AS MINIMUM CLEARANCES ARE PROVIDED AND COMPLY WITH ALL SPECIAL NOTES FOR A JOINT TRENCH WITH A SECOND ELECTRIC UTILITY.
- NON-UTILITY FACILITIES ARE NOT ALLOWED IN ANY JOINT UTILITY TRENCH, E.G., IRRIGATION CONTROL LINES, BUILDING FIRE ALARM SYSTEMS, PRIVATE TELEPHONE SYSTEMS, OUTDOOR ELECTRICAL CABLE, ETC.
- WHEN COMMUNICATION DUCTS ARE INSTALLED, A MINIMUM OF 1" RADIAL SEPARATION SHALL BE MAINTAINED FROM GAS FACILITIES, EXCEPTING, WITH MUTUAL AGREEMENT, WHEN A 4" HOLE DIAMETER OR SMALLER GAS IS INSTALLED, THE SEPARATION MAY BE REDUCED TO NOT LESS THAN 6 INCHES.
- PROVIDE SEPARATION FROM TRENCH WALL AND OTHER FACILITIES SUFFICIENT TO ENSURE PROPER COMPACTION.
- MAINTAIN PROPER SEPARATION BETWEEN POPE FACILITIES AND "NET" UTILITY LINES AS DESCRIBED IN UO STANDARD 55453. THE MINIMUM ALLOWABLE HORIZONTAL SEPARATION BETWEEN COMPANY FACILITIES AND "NET" FACILITIES IS 3" WITH A MINIMUM 1" OF UNDISTURBED EARTH OR THE INSTALLATION OF A SUITABLE BARRIER BETWEEN THE FACILITIES. IF 3" HORIZONTAL SEPARATION CANNOT BE ATTAINED BETWEEN "NET" UTILITY FACILITIES AND COMPANY DRY FACILITIES, A VARIANCE MAY BE APPROVED BY THE LOCAL INSPECTION SUPERVISOR AND SUBMITTED TO THE SERVICE PLANNING SUPPORT PROGRAM MANAGER FOR APPROVAL. SEPARATIONS OF 2" OR LESS ARE NOT PERMISSIBLE AND WILL NOT BE ALLOWED. THE COMPANY MAY AGREE TO MAINTAIN A MINIMUM 3" SEPARATION AT THE REQUEST OF AN APPLICANT IF WARRANTED AND THE NEED IS JUSTIFIED. THE REQUEST FOR A VARIANCE MUST:
  - BE MADE IN WRITING AND SUBMITTED TO THE COMPANY ADE DURING THE PLANNING AND DESIGN PHASE OF THE PROJECT.
  - CLEARLY DESCRIBE THE CONDITIONS NECESSITATING THE VARIANCE.
  - INCLUDE A PROPOSED BARRIER BETWEEN THE "NET" UTILITIES AND COMPANY DRY FACILITIES IN THE EVENT 1" OF UNDISTURBED EARTH CANNOT BE MAINTAINED. NET DRAIN LINES CONNECTED TO DISPOUNTS ON BUILDINGS ARE CONSIDERED A "NET UTILITY" FOR THE PURPOSES OF THIS STANDARD.
- SEPARATIONS SHALL BE MAINTAINED AT ABOVE COVER TERMINATION POINTS.

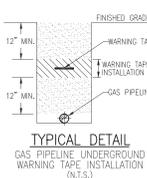
- PROCEDURES FOR APPROVING NATIVE BACKFILL FOR SHADING OF POPE GAS FACILITIES:
  - RANDOM SOIL SAMPLES SHALL BE TAKEN FROM A MINIMUM OF 3 LOCATIONS PER 1,000' OF TRENCH. 100% OF THE SAMPLE MUST PASS THROUGH A 1/2" SIEVE AND 70% MUST PASS THROUGH A #4 SCREEN. ADDITIONAL SAMPLES MUST BE TAKEN IF EXISTING CONDITIONS INDICATE THAT THE SOIL IS NOT REPRESENTATIVE ON SITE.
  - THE SOILS MUST NOT CONTAIN ANY ROCKS THAT HAVE SHARP EDGES OR THAT MAY OTHERWISE BE ABRASIVE.
  - THE SOILS MUST NOT CONTAIN CLODS LARGER THAN 1/2" IF TO BE USED AS SHADING, BEDDING, OR LEVELING.
  - COMPACTION REQUIREMENTS MUST MEET ANY APPLICABLE PG&E, FEDERAL, STATE, COUNTY, OR LOCAL REQUIREMENTS.
  - AT NO TIME SHALL THE OVER SATURATION OF NATIVE SOILS BE USED TO ACHIEVE THESE REQUIREMENTS.
  - 1 1/2" SIEVE, 8" DIAMETER BY 2" DEEP, STAINLESS STEEL MESH SCREEN.
  - #4 SCREEN, 8" DIAMETER BY 2" DEEP, STAINLESS STEEL MESH SCREEN.
- PROCEDURES FOR APPROVING NATIVE BACKFILL FOR SHADING AT POPE ELECTRIC FACILITIES:
  - RANDOM SOIL SAMPLES SHALL BE TAKEN FROM A MINIMUM OF 3 LOCATIONS PER 1,000' OF TRENCH. ADDITIONAL SAMPLES MUST BE TAKEN IF EXISTING CONDITIONS INDICATE THAT THE SOIL IS NOT REPRESENTATIVE ON SITE.
  - SHARP LARGE ROCK, PAVING MATERIAL, CORNERS, SHARPLY ANGULAR SUBSTANCES, OR CORROSIVE MATERIAL SHALL NOT BE PLACED IN THE TRENCH WHERE SUCH MATERIAL MAY DAMAGE THE CONDUITS AND/OR PREVENT PROPER COMPACTION OF THE TRENCH.
  - NATIVE SOILS CONTAINING CLODS NOT TO EXCEED 6" IN DIAMETER MAY BE INCLUDED IN THE SHADING MATERIAL PROVIDED THE CLODS ARE EASILY BREAKABLE BY HAND. NOTE: SOILS CONSISTING PRIMARILY OF ADGEE, HARD COMPACT (GENSE) CLAY, AND SAND SHALL NOT BE USED AS SHADING MATERIAL.
  - AT NO TIME SHALL THE OVER SATURATION OF NATIVE SOILS BE USED TO ACHIEVE THESE REQUIREMENTS.
  - REFER TO ENGINEERING DOCUMENT 662228, ITEM 13 ON PAGE 6.
- COMPETENT NATIVE SOILS ARE PREFERRED TO BE USED FOR SHADING, BEDDING, AND BACKFILL THROUGHOUT THE TRENCH.
- WHERE NATIVE SOILS EXCEED 1/2" MINUS AND/OR WHERE GAS IS TO BE PLACED AT THE BOTTOM OF A TRENCH IN AREAS THAT EXCEED 1/2" MINUS SOIL CONDITIONS, OR WHERE THE BOTTOM OF A TRENCH IS CONSIDERED TO CONSIST OF HARD NATIVE SOIL, SAND, OR OTHER UNSUITABLE MATERIAL, THE USE OF POPE APPROVED IMPORT MATERIALS IS REQUIRED. THE USE OF ANY IMPORT MATERIAL SHALL BE USED FOR SHADING AND/OR BEDDING OF GAS FACILITIES.
- POPE APPROVED IMPORT MATERIAL IS PER C&E ENGINEERING GUIDELINE 4123.
- IF A LEVELING COURSE IS REQUIRED FOR GAS FACILITIES, THE USE OF NATIVE SOILS IS PREFERRED, BUT IF 1/2" MINUS CONDITIONS ARE NOT ATTAINABLE WITH THE NATIVE SOILS, THEN THE USE OF POPE APPROVED IMPORT MATERIALS IS REQUIRED. BEDDING UNDER GAS FACILITIES WILL BE A MINIMUM OF 2" OF COMPACTED 1/2" MINUS NATIVE SOILS OR POPE APPROVED IMPORT MATERIAL.
- FOR ELECTRIC FACILITIES, REFER TO NOTE 12. THIS APPLIES TO LEVELING COURSES AS WELL AS SHADING.
- THE MINIMUM POPE APPROVED BEDDING MATERIAL MAY BE INCREASED AT THE DISCRETION OF PG&E WHEN WARRANTED BY EXISTING FIELD CONDITIONS (E.G., ROCKY SOILS, HARD PAVE, ETC.).
- THE USE OF ANY IMPORT MATERIAL FOR BACKFILLING PURPOSES SHALL BE LIMITED TO THOSE SITUATIONS WHEN NATIVE SOILS DO NOT ALLOW FOR REQUIRED COMPACTION.
- THE APPLICANT IS RESPONSIBLE FOR THE REMOVAL OF EXCESS SOIL AND ASSOCIATED COSTS.
- SEPARATION BETWEEN GAS FACILITIES AND ELECTRIC FACILITIES MAY BE REDUCED TO 0" WHEN CROSSING.
- SERVICE SADDLES ARE THE PREFERRED SERVICE FITTINGS FOR USE THROUGHOUT THE JOINT TRENCH PROJECT, ALL PROJECTS WILL BE DESIGNED AND ESTIMATED USING SERVICE SADDLES. HOWEVER, SERVICE TEES MAY BE USED IF ALL CLEARANCES, SEPARATION, AND COVERAGE REQUIREMENTS ARE MAINTAINED.
- CONTRACTOR TO INCREASE METER SPACING AS NECESSARY WHEN EARTHQUAKE VALVES OR OTHER ADDITIONAL SAFETY EQUIPMENT ARE REQUIRED. EARTHQUAKE VALVES ARE REQUIRED IN SOME AREAS AND ARE NOT PART OF PG&E UTILITY PARTNERS SCOPE. THIS INFORMATION CAN BE FOUND ON BUILDING MECHANICAL ENGINEER'S PLANS, PG&E STANDARD METER SPACING REQUIREMENTS DO NOT INCLUDE CLEARANCES FOR EARTHQUAKE VALVES.

TRANSFORMER CLEARANCE REQUIREMENTS:

- ABOVE ANY SINGLE PHASE TRANSFORMER LOCATION, MAINTAIN 20' UNOBSTRUCTED OVERHEAD CLEARANCE OVER TRANSFORMER VAULT/PAD.
- ABOVE ANY THREE PHASE TRANSFORMER LOCATION, MAINTAIN 30' UNOBSTRUCTED OVERHEAD CLEARANCE OVER TRANSFORMER VAULT/PAD.

GAS PIPELINE UNDERGROUND WARNING TAPE NOTES:

- A WARNING TAPE IS TO BE INSTALLED IN OPEN TRENCH INSTALLATION OVER GAS PIPELINES IN BOTH TRANSFORMER AND DISTRIBUTION FACILITIES. THIS INCLUDES TRENCHES, BELL HOLES, EXCAVATIONS FOR REPAIR PURPOSES AND RISER REQUIREMENTS. THE WARNING TAPE IS INSTALLED BY HAND DIGGING IN THE "TOLERANCE ZONE" TO STAKE THE WARNING TAPE PRIOR TO THE PEELING WHEN THE WARNING TAPE IS POSITIONED AND SHARPER WITH EXISTING EQUIPMENT. IT STRETCHES WITHOUT BREAKING, thus alerting the excavator of the gas facility location.
- INSTALL 6" WIDE WARNING TAPE ABOVE THE GAS PIPELINE AT LEAST 12" BELOW GRADE, AND NO CLOSER THAN 12" FROM THE PIPE. INSTALLATION SHOULD PREVENT THE CORD OR BOUND OF THE PIPE AND THE TAP AS POSSIBLE. INSTALL THE TAPE ALONG THE LENGTH OF THE EXCAVATION. ENSURE THE TAPE IS KEPT TIGHT AND FLAT. THE THICKNESS OF TAPE IS ENDED. EXCEPTION: WHEN A JOINT TRENCH DESIGN DOES NOT ALLOW FOR INSTALLATION OF WARNING TAPE WITH THE WARNING TAPE INSTALLATION ZONE, THE WARNING TAPE IS MINIMUM 12" ABOVE THE GAS PIPELINE, AND ABOVE THE FACILITY ABOVE THE PIPE.
- WARNING TAPE SHALL BE BRIGHTLY COLORED YELLOW AND MARKED "CAUTION: GAS LINE UNDER BELLY" WITH A SMALL HOLE. IN INSTALLATION (N.T.S.).
- WARNING TAPE SHALL BE STORED IN SUCH A MANNER THAT LIMITS ULTRAVIOLET (UV) EXPOSURE.



TYPICAL DETAIL GAS PIPELINE UNDERGROUND WARNING TAPE (N.T.S.)

PG&E PM#S:

ELECTRIC: \_\_\_\_\_  
GAS: \_\_\_\_\_

DESIGN CHANGE COMPONENT

ANY CHANGES TO THIS DESIGN MUST BE APPROVED BY \_\_\_\_\_

PG&E GAS ADE

CONSTRUCTION NOTES:

- ALL TRENCHING, BACKFILLING AND INSTALLATION BY CONTRACTOR MUST COMPLY WITH PG&E UO STANDARD SS453 (EFFECTIVE DATE 7-5-2006).
- ALL WORK MUST COMPLY WITH P.O. & E. TELEPHONE, C.A.T.V. STANDARDS AND PRACTICES. ALL WORK MUST BE INSPECTED AND APPROVED BY RESPECTIVE INSPECTORS. RANDOM SOIL SAMPLES SHALL BE TAKEN FROM A MINIMUM OF THREE LOCATIONS PER 1,000' OF TRENCH. 100% OF THE SAMPLE MUST PASS THROUGH A 1/2" SIEVE AND 70% MUST PASS THROUGH A #4 SCREEN. ADDITIONAL SAMPLES MUST BE TAKEN IF EXISTING SOIL CONDITIONS CHANGE AND IS TO BE AT THE DISCRETION OF THE PG&E REPRESENTATIVE ON SITE. THE SOILS MUST NOT CONTAIN ANY ROCKS THAT HAVE SHARP EDGES OR THAT MAY OTHERWISE BE ABRASIVE. THE SOILS MUST NOT CONTAIN CLODS LARGER THAN 1/2" IF TO BE USED AS SHADING, BEDDING, OR LEVELING MATERIALS. COMPACTION REQUIREMENTS MUST MEET ANY APPLICABLE PG&E, FEDERAL, STATE, COUNTY OR LOCAL REQUIREMENTS. ANY NATIVE SOILS OR IMPORT MATERIALS USED MUST NOT HINDER THOSE EFFORTS.
- BACKFILL SHALL BE APPROVED BY THE UTILITY COMPANIES AND THE CITY. COMPACTION WILL BE TESTED AND PASSED BY THE SOILS ENGINEER.
- IF SOIL IS NOT ROCK FREE, ADD 4" DEPTH OF TRENCH FOR SAND BEDDING.
- VERIFY SPURCE BOX EXCAVATION SIZES WITH SUPPLIERS).
- THE TRENCHING CONTRACTOR SHALL COORDINATE THE UTILITY COMPANIES' INSTALLATION. THE TRENCHING CONTRACTOR TO PLACE CONNECTING CONDUIT WITHIN 5' OF BUILDING EXTERIOR WALL.
- CONTRACTOR SHALL MAKE HIMSELF FAMILIAR WITH THE PROJECT IMPROVEMENT PLANS AND CONDUCT HIS WORK ACCORDINGLY.
- IT IS THE TRENCHING CONTRACTOR'S RESPONSIBILITY TO PROTECT IN PLACE ALL EXISTING FACILITIES. NO EXTRA PAYMENT WILL BE CONSIDERED FOR CROSSING OTHER SYSTEMS.
- VIZON UTILITY PARTNERS ASSUMES NO RESPONSIBILITY FOR THE PROJECT CONDITIONS. THESE DRAWINGS WERE PREPARED USING DATA SUPPLIED BY PG&E, TELEPHONE, C.A.T.V. IMPROVEMENT PLANS AND THE CITY'S VARIOUS "AS BUILT" INFORMATION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PHYSICALLY REVIEW THE PROJECT PRIOR TO SUBMITTING HIS BID.
- CONTRACTOR WILL COMPLY WITH ALL LAWS, ORDINANCES AND REGULATIONS. CONTRACTOR SHALL BE FAMILIAR WITH O.S.H.A. INDUSTRIAL SAFETY STANDARDS AND SHALL CONDUCT WORK ACCORDINGLY. WHEN WORKING NEAR EXPOSED OR "HOT" EQUIPMENT, THE UTILITY OWNER SHALL BE NOTIFIED TO SUPPLY THE APPROPRIATE MAIN POWER, PUBLIC SAFETY AND TRAFFIC CONTROL MEASURES ARE THE CONTRACTOR'S RESPONSIBILITY.
- THE CONTRACTOR SHALL PROTECT CONSTRUCTION STAKING. HE SHALL COORDINATE STAKING WITH THE PROJECT'S CIVIL ENGINEER.
- CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA) TWO WORKING DAYS PRIOR TO START OF WORK.
- CONTRACTOR SHALL NOTIFY INSPECTORS OF ANY POTENTIAL CONFLICTS PRIOR TO START OF WORK.
- THIS PLAN IS TO BE USED FOR SOLE PURPOSE OF DIGGING THE JOINT TRENCH. SEE PG&E, AT&T, AND COMCAST PLANS FOR EXACT SIZE AND NUMBER OF CONDUITS INSTALLED IN THE JOINT TRENCH. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THE CORRECT NUMBER, SIZE AND TYPES OF CONDUITS ARE INSTALLED PER THE ENGINEERED PLANS BY EACH UTILITY COMPANY.
- NOTE PLANS ISSUED AT THE PRE-CONSTRUCTION MEETING MAY BE SUBJECT TO REVISIONS, IF FINAL PLANS FROM EACH UTILITY COMPANY WERE NOT AVAILABLE AT THE START OF CONSTRUCTION.
- WATER, SEWER, IRRIGATION, SANITARY WASTE, FUELING DIESEL AND GASOLINE, UO, PROPANE AND OTHER VOLATILE HEAVIER THAN AIR GASES, SPRINKLER IRRIGATION, STEAM AND OTHER "NET" FACILITIES SHALL MAINTAIN A MINIMUM OF THREE FEET FROM THE NEAREST OUTER SURFACE OF POPE FACILITIES WITH NO LESS THAN ONE FOOT OF EARTH SOIL BARRIER BETWEEN THE ADJACENT SIDES OF THE INDIVIDUAL TRENCHES.
- IN THE EXTRAORDINARY CASE THAT THE MINIMUM THREE FOOT HORIZONTAL SEPARATION CANNOT BE ATTAINED BETWEEN "NET" UTILITIES AND COMPANY DRY FACILITIES, A VARIANCE MAY APPROVED BY THE LOCAL INSPECTION SUPERVISOR AND SUBMITTED TO SERVICE PLANNING SUPPORT PROGRAM MANAGER FOR APPROVAL.
- ALL METER PANELS: INDIVIDUAL, RESIDENTIAL OR NONRESIDENTIAL APPLICANTS WITH A METER PANEL RATING OF ANY SIZE, INSTALLED INSIDE A METER ROOM OR OTHER STRUCTURE, MUST FOLLOW ALL OF THE REQUIREMENTS DESCRIBED BELOW.
  - INSTALL OWN AND MAINTAIN A SEPARATE, NOMINAL, 2-INCH DIAMETER CONDUIT WITH PULL TAP INSIDE THE CONDUIT AND PULL TAP MUST EXTEND FROM THE OUTSIDE SURFACE OF THE BUILDING AND TERMINATE OUTSIDE.
  - METER PANEL OR SWITCHBOARD AT THE TOP OF THE METER SECTION.
  - CONDUIT THE 2-INCH DIAMETER CONDUIT AND PULL TAP EXIT THE OUTSIDE OF THE BUILDING A MINIMUM OF 8 FEET AND A MINIMUM OF 10 FEET ABOVE GRADE, THE OPEN END OF THE CONDUIT THAT IS EXPOSED TO THE OUTSIDE CANNOT HAVE A REMOVED CONDUIT COVER OR CONDUIT COVER.
  - DO NOT USE THE CONDUIT. THE CONDUIT IS FOR PG&E METERING EQUIPMENT ONLY.
- THIS JOINT TRENCH PLAN WAS PREPARED BASED ON TOPOGRAPHICAL SURVEY AS PROVIDED BY A CIVIL ENGINEER. THE CONTRACTOR IS CAUTIONED THAT EXPLORATORY WORK IS NECESSARY TO DETERMINE THE ACTUAL LOCATION OF ANY EXISTING UTILITY. VIZON UTILITY PARTNERS STRONGLY RECOMMENDS THAT ALL UTILITIES BE PHYSICALLY LOCATED ON THE SITE BEFORE THE ONSET OF SITE WORK. SUBSTRUCTURE LOCATIONS MAY REQUIRE FIELD ADJUSTMENT TO COMPENSATE FOR ACTUAL EXISTING UTILITY LOCATIONS.

SUBSTRUCTURE VERIFICATION STAMP

DEVELOPER  
PLEASE SIGN AND SIGN

ALL PG&E ENCLOSURES AND BOXES HAVE BEEN SET TO GRADE ACCORDING TO GRADE STAKES PROVIDED BY DEVELOPER'S ENGINEER. ALL COSTS TO RELOCATE OR RE-ADJUST POWER AT A LATER DATE WILL BE BILLED TO THE DEVELOPER. PLEASE HAVE YOUR SITE VERIFY THE CORRECT GRADE OF ALL ENCLOSURES OR BOXES, AND SIGN AND DATE DRAWING.

THANK YOU

SIGNED: \_\_\_\_\_  
DATE: \_\_\_\_\_

UTILITY APPROVALS

UTILITY	APPROVED BY	DATE
PG&E ELECTRIC		
PG&E GAS		
AT&T (PHONE)		
COMCAST (CATV)		
CITY ENGINEER		

FOR VIZON USE ONLY  
QA REVIEW

INITIALS	DATE
MINI (ELEC)	
MINI (GAS)	
COMCAST	
PRE-COM	

DEVELOPER:  
706-716 SANTA CRUZ AVE LLC  
700 SANTA CRUZ AVE  
MENLO PARK, CA 94025  
VASILE C. OROS  
T: 415-260-0608  
EMAIL: VOROS11@AOL.COM



SHEET INDEX

- JT-1 JOINT TRENCH TITLE SHEET
- JT-2 JOINT TRENCH INTENT

DATE: \_\_\_\_\_  
REVISION: \_\_\_\_\_  
DATE: \_\_\_\_\_  
DATE: \_\_\_\_\_

PROJECT NO: 19-969  
SCALE: N.T.S.  
FILE: J. KLEIN  
DESIGNED BY: J. CAZARES  
CHECKED BY: \_\_\_\_\_  
LAST CHECKED: 09-05-2019  
DRAWING NO: JT-1  
SHEET: 1 of 2

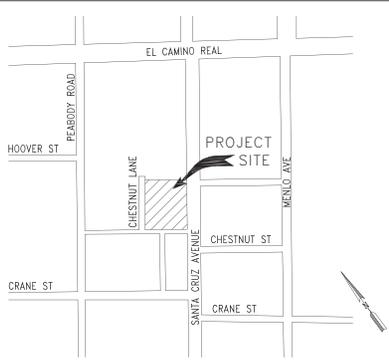
JOINT TRENCH TITLE SHEET  
706 SANTA CRUZ AVENUE  
RELOCATION  
706-716 SANTA CRUZ AVE LLC

Vizion Utility  
P A R T N E R S  
UTILITY ENGINEERS, CONSULTANTS & STRUCTURAL DESIGN  
1715 FOUNTAINVIEW DRIVE, SUITE 100, SAN JOSE, CA 95128  
WWW.VIZONUTILITY.COM

MENLO PARK







VICINITY MAP  
N. T. S.

WORK RESPONSIBILITY  
JOINT TRENCH

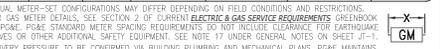
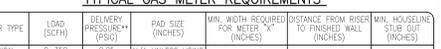
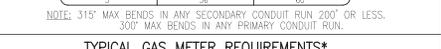
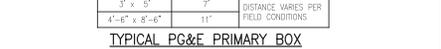
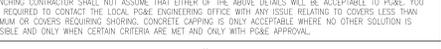
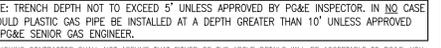
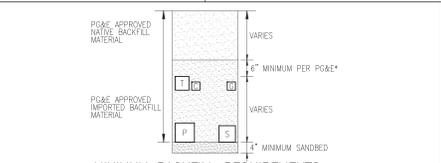
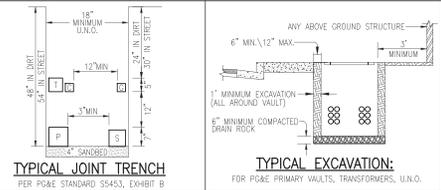
TRENCHING	PG&E	ELECTRIC	CONTRACTOR
Excavate & Backfill	○	○	○
GAS MATERIAL	○	○	○
Supply & Install	○	○	○
ELECTRIC CABLE	○	○	○
Supply & Install	○	○	○
ELECTRIC CONDUIT	○	○	○
Supply & Install	○	○	○
ELECTRIC BOXES	○	○	○
Excavation	○	○	○
ELECTRIC TRANSFORMER PADS	○	○	○
Supply & Install	○	○	○
ELECTRIC SWITCHGEAR & TRANSFORMER	○	○	○
Supply & Install	○	○	○
TELEPHONE CONDUIT	○	○	○
Supply & Install	○	○	○
TELEPHONE CABLE	○	○	○
Supply & Install	○	○	○
TELEPHONE SPURCE BOXES	○	○	○
Supply & Install	○	○	○
TELEPHONE SAUL PAD	○	○	○
Excavation	○	○	○
C.A.T.V. CONDUIT	○	○	○
Supply & Install	○	○	○
C.A.T.V. SPURCE BOXES	○	○	○
Supply & Install	○	○	○
Excavation	○	○	○
C.I.E.C. FIBER CONDUIT	○	○	○
Accepted	○	○	○
Declined	○	○	○
C.I.E.C. FIBER SPURCE BOXES	○	○	○
Accepted	○	○	○
Declined	○	○	○
DIRECTIONAL DRILL / JACK AND BORE	○	○	○
Supply & Install	○	○	○
Excavation	○	○	○

● SYMBOL DESIGNATES THE WORK TO BE PERFORMED BY THE RESPECTIVE CONTRACTOR & UTILITY COMPANIES.  
○ NOT APPLICABLE UNLESS OTHERWISE SPECIFIED  
\* PG&E TO PULL CABLE INTO ENERGIZED ENCLOSURES

THESE PLANS WERE PREPARED IN CONJUNCTION WITH THE FOLLOWING PLANS:

SOIL IMPROVEMENT PLANS/GRADING PLANS	03-18-2013	PRELIMINARY
ARCHITECTURAL/ELECTRONIC FILE	10-24-2013	PRELIMINARY
APPLICANT DESIGN (GAS)		
APPLICANT DESIGN (ELECTRIC)		
TELEPHONE		
C.A.T.V.		
LANDSCAPE	08-28-2013	PRELIMINARY
LIGHT LOCATIONS		

VIZION UTILITY PARTNERS is not responsible for any unapproved changes or revisions. OTHER UTILITIES SHOWN ARE APPROXIMATE AND BASED ON FIELD SURVEY AND AVAILABLE UTILITY INFORMATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE ACTUAL LOCATION AND EXTENT OF UTILITIES PRIOR TO THE COMMENCEMENT OF WORK. PHYSICAL VERIFICATION OF UTILITY LOCATIONS SHALL BE PERFORMED BY CAREFUL PROBING OR HAND DIGGING IN ACCORDANCE WITH ARTICLE 6 OF THE CAL/OSHA CONSTRUCTION SAFETY ORDERS.



GENERAL NOTES:

- THE PREFERRED TRENCH LOCATION IS IN A PUBLIC UTILITY SEGMENT (P.U.S.).
- ALL DEPTHS AND RESULTING COVER REQUIREMENTS ARE MEASURED FROM FINAL GRADE.
- COVER, CLEARANCES, AND SEPARATION SHALL BE AS GREAT AS PRACTICABLE UNDER THE CIRCUMSTANCES, BUT UNDER NO CIRCUMSTANCES SHALL BE LESS THAN THE MINIMUM COVER, CLEARANCE, AND SEPARATION REQUIREMENTS SET FORTH IN GENERAL ORDER 128 AND 4907R, 192.371, 4907R, 192.372, AND 4907R, 192.373. ALL FACILITIES SHALL BE ANCHORED IN PLACE TO OTHER TRENCHES. OTHER MEANS SHALL BE TAKEN TO ENSURE NO MOTION OF THE FACILITIES. DIMENSIONAL REQUIREMENTS FOR SHADING, LEVELING, AND BACKFILL SHALL BE DETERMINED SUBSEQUENT TO COMPLETION.
- TRENCH DIMENSIONS SHOWN ARE TYPICAL. TRENCH SIZES AND CONFIGURATIONS MAY VARY DEPENDING UPON UTILITY AND/OR FIELD CONDITIONS. TRENCH SIZE AND CONFIGURATION MUST AT ALL TIMES BE CONSTRUCTED IN A MANNER THAT PERMITS PROPER CLEARANCE AND SEPARATION. TRENCH WIDTHS SHALL BE IN ACCORDANCE WITH THE TRENCH WIDTH AND CONFIGURATIONS AS SHOWN IN THIS EXHIBIT MUST BE DESIGNED TO EXCEED THIS REQUIREMENT.
- IT IS PREFERRED TO HAVE NON-PG&E OPEN STREETLIGHTS AT A LEVEL OTHER THAN THE GAS OR ELECTRIC LEVEL. NON-PG&E OPEN STREETLIGHTS MAY BE AT THE ELECTRIC LEVEL OF THE TRENCH AS LONG AS MINIMUM CLEARANCES ARE PROVIDED AND COMPLY WITH ALL SPECIAL NOTES FOR A JOINT TRENCH WITH A SECOND ELECTRIC UTILITY.
- NON-UTILITY FACILITIES ARE NOT ALLOWED IN ANY JOINT UTILITY TRENCH, E.G., IRRIGATION CONTROL LINES, BUILDING FIRE ALARM SYSTEMS, PRIVATE TELEPHONE SYSTEMS, OUTDOOR ELECTRIC CABLE, ETC.
- WHEN COMMUNICATION DUCTS ARE INSTALLED, A MINIMUM OF 12" RADIAL SEPARATION SHALL BE MAINTAINED FROM GAS FACILITIES. EXCEPTING WITH MUTUAL AGREEMENT, 6" MIN. DIAMETER OR SMALLER GAS LINES INSTALLED, THE SEPARATION MAY BE REDUCED TO NOT LESS THAN 6 INCHES.
- PROVIDE SEPARATION FROM TRENCH WALL AND OTHER FACILITIES SUFFICIENT TO ENSURE PROPER COMPACTION.
- MAINTAIN PROPER SEPARATION BETWEEN POLE FACILITIES AND "NET" UTILITY LINES AS DESCRIBED IN UO STANDARD 55453. THE MINIMUM ALLOWABLE SEPARATION BETWEEN COMPANY FACILITIES AND "NET" FACILITIES IS 3" WITH A MINIMUM 1" OF UNDISTURBED EARTH OR THE INSTALLATION OF A SUITABLE BARRIER BETWEEN THE FACILITIES. IF A 3" SEPARATION SEPARATION CANNOT BE ATTAINED BETWEEN "NET" UTILITIES AND COMPANY DRIP FACILITIES, A VARIANCE MAY BE APPROVED BY THE LOCAL INSPECTION SUPERVISOR AND SUBMITTED TO THE SERVICE PLANNING SUPPORT PROGRAM MANAGER FOR APPROVAL. SEPARATIONS OF 1" OR LESS ARE NOT PERMISSIBLE AND WILL NOT BE ALLOWED. THE COMPANY MAY AGREE TO MAINTAIN A MINIMUM 3" SEPARATION BETWEEN "NET" UTILITIES AND COMPANY DRIP FACILITIES IF WARRANTED AND THE NEED IS JUSTIFIED, THE REQUEST FOR A VARIANCE MUST:
  - BE MADE IN WRITING AND SUBMITTED TO THE COMPANY ADE DURING THE PLANNING AND DESIGN PHASE OF THE PROJECT.
  - CLEARLY DESCRIBE THE CONDITIONS NECESSITATING THE VARIANCE.
  - INCLUDE A PROPOSED TRENCH WALL AND BARRIER BETWEEN THE "NET" UTILITIES AND COMPANY DRIP FACILITIES IN THE EVENT 1" OF UNDISTURBED EARTH CANNOT BE MAINTAINED. NET DRAIN LINES CONNECTED TO COMPOSTS ON BUILDINGS ARE CONSIDERED A "NET" UTILITY FOR THE PURPOSES OF THIS STANDARD.
- SEPARATIONS SHALL BE MAINTAINED AT ABOVE COVER TERMINATION POINTS.

- PROCEDURES FOR APPROVING NATIVE BACKFILL FOR SHADING OF POLE GAS FACILITIES:
  - RANDOM SOIL SAMPLES SHALL BE TAKEN FROM A MINIMUM OF 3 LOCATIONS PER 1,000' OF TRENCH. 100% OF THE SAMPLE MUST PASS THROUGH A 1/2" SIEVE AND 75% MUST PASS THROUGH A #4 SCREEN. ADDITIONAL SAMPLES MUST BE TAKEN IF EXISTING CONDITIONS CHANGE AND ARE TO BE TAKEN AT THE DISCRETION OF THE POLE REPRESENTATIVE ON SITE.
  - NATIVE SOILS CONTAINING CLOSERS OR THAT HAVE SHARP EDGES OR THAT MAY OTHERWISE BE ABRASIVE, THE SOILS MUST NOT CONTAIN CLOSERS LARGER THAN 1/2" IF TO BE USED AS SHADING, BEDDING OR LEVELING.
  - COMPACTION REQUIREMENTS MUST MEET ANY APPLICABLE PG&E, FEDERAL, STATE, COUNTY, OR LOCAL REQUIREMENTS. THE SEVES AND SCREENING SHALL BE:
    - 1/2" SIEVE: 6" DIAMETER BY 2" DEEP, STAINLESS STEEL MESH SCREEN.
    - #4 SCREEN: 6" DIAMETER BY 2" DEEP, STAINLESS STEEL MESH SCREEN.
- PROCEDURES FOR APPROVING NATIVE BACKFILL FOR SHADING OF POLE ELECTRIC FACILITIES:
  - RANDOM SOIL SAMPLES SHALL BE TAKEN FROM A MINIMUM OF 3 LOCATIONS PER 1,000' OF TRENCH. ADDITIONAL SAMPLES MUST BE TAKEN IF EXISTING CONDITIONS CHANGE AND ARE TO BE TAKEN AT THE DISCRETION OF THE POLE REPRESENTATIVE ON SITE.
  - SHADING LAYER ROCK, PAVING MATERIAL, CONERS, SHARPLY ANGULAR SUBSTANCES, OR CORROSIVE MATERIAL SHALL NOT BE PLACED IN THE TRENCH WHERE SUCH MATERIAL MAY DAMAGE THE CONDUITS AND/OR PREVENT PROPER COMPACTION OF THE TRENCH. NATIVE SOILS CONTAINING CLOSERS OR THAT MAY OTHERWISE BE ABRASIVE, NATIVE SOILS CONTAINING CLOSERS NOT TO EXCEED 6" IN DIAMETER MAY BE INCLUDED IN THE SHADING MATERIAL PROVIDED THE CLOSERS ARE BEARINGLY BREAKABLE BY HAND NOTE: SOILS CONSISTING PRIMARILY OF ADOBE, HARD COMPACT (DENSE) CLAY, AND BAY MUD SHALL NOT BE USED AS SHADING MATERIAL.
  - AT NO TIME SHALL THE OVER SATURATION OF NATIVE SOILS BE USED TO ACHIEVE THESE REQUIREMENTS. REFER TO ENGINEERING DOCUMENT 062268, ITEM 13 ON PAGE 6.

- COMPACT NATIVE SOILS ARE PREPARED TO BE USED FOR SHADING, BEDDING, AND BACKFILL THROUGHOUT THE TRENCH.
- WHERE NATIVE SOILS EXCEED 1/2" MINUS AND/OR WHERE GAS IS TO BE PLACED AT THE BOTTOM OF A TRENCH IN AREAS THAT EXCEED 1/2" MINUS SOIL CONDITIONS, OR WHERE THE BOTTOM OF A TRENCH IS CONSIDERED TO CONSIST OF HARD NATIVE POLE APPROVED 1/2" MINUS IMPORT MATERIAL SHALL BE USED FOR SHADING AND/OR BEDDING OF GAS FACILITIES.
- POLE APPROVED IMPORT MATERIAL IS PER COST ENGINEERING GUIDELINE 4123.
- IF A LEVELING COURSE IS REQUIRED FOR GAS FACILITIES, THE USE OF NATIVE SOILS IS PREFERRED, BUT IF 1/2" MINUS CONDITIONS ARE NOT ATTAINABLE WITH THE NATIVE SOILS, THEN THE USE OF POLE APPROVED IMPORT MATERIALS IS REQUIRED. BEDDING UNDER GAS FACILITIES WILL BE A MINIMUM OF 2" OF COMPACTED 1/2" MINUS NATIVE SOILS OR POLE APPROVED IMPORT MATERIAL.
- NOTE 12: THIS APPLIES TO LEVELING COURSES AS WELL AS SHADING.
- THE MINIMUM POLE APPROVED BEDDING MATERIAL MAY BE INCREASED AT THE DISCRETION OF POLE WHEN WARRANTED BY EXISTING FIELD CONDITIONS (E.G., ROCKY SOILS, HARD PAUL, ETC.).
- THE USE OF ANY APPROVED MATERIAL FOR BACKFILLING PURPOSES SHALL BE LIMITED TO THOSE SITUATIONS WHEN NATIVE SOILS DO NOT APPLY FOR REQUIRED COMPACTION.

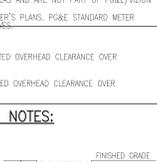
- THE APPLICANT IS RESPONSIBLE FOR THE REMOVAL OF EXCESS SPOIL AND ASSOCIATED COSTS.
- SEPARATION BETWEEN GAS FACILITIES AND ELECTRIC FACILITIES MAY BE REDUCED TO 6" WHEN CROSSING.
- SERVICE SADDLES ARE THE PREFERRED SERVICE FITTINGS FOR USE THROUGHOUT THE JOINT TRENCH PROJECT. ALL PROJECTS WILL BE DESIGNED AND ESTIMATED USING SERVICE SADDLES. HOWEVER, SERVICE TEES MAY BE USED IF ALL CLEARANCES, SEPARATION, AND COVERAGE REQUIREMENTS ARE MAINTAINED.
- CONTRACTOR TO INCREASE METER SPACING AS NECESSARY WHEN EXISTING METER OR OTHER ADDITIONAL SAFETY EQUIPMENT ARE REQUIRED. APPROVED VALVES ARE INSTALLED IN SOME AREAS AND ARE NOT PART OF POLE/UTILITY SPACING REQUIREMENTS OR MINIMUM CLEARANCE FOR SERVICE VALVES.

TRANSFORMER CLEARANCE REQUIREMENTS:

- ABOVE ANY SINGLE PHASE TRANSFORMER LOCATION, MAINTAIN 20' UNOBSTRUCTED OVERHEAD CLEARANCE OVER TRANSFORMER VAULT/PAD.
- ABOVE ANY THREE PHASE TRANSFORMER LOCATION, MAINTAIN 30' UNOBSTRUCTED OVERHEAD CLEARANCE OVER TRANSFORMER VAULT/PAD.

GAS PIPELINE UNDERGROUND WARNING TAPE NOTES:

- A WARNING TAPE IS TO BE INSTALLED IN OPEN TRENCH INSTALLATION OVER GAS PIPELINES IN BOTH TRANSMISSION AND DISTRIBUTION SYSTEMS. THIS INCLUDES TRENCHES, BELL HOLES, EXCAVATIONS FOR REPAIR PURPOSES AND REPAIR RELIEFHOLES. THE WARNING TAPE IS INTENDED FOR EXISTING TRENCHES DURING THE WARNING TAPE TO STRIKE THE WARNING TAPE PRIOR TO THE PIPELINE. WHEN THE WARNING TAPE IS STRUCK, IT SHALL BE IMMEDIATELY STOPPED WITH EXCAVATING EQUIPMENT. IT STRIKES WITHOUT BREAKING, THIS ALERTING THE EXCAVATOR OF THE FACILITY LOCATION.
- INSTALL 6" WIDE WARNING TAPE ABOVE THE GAS PIPELINE AT LEAST 12" BELOW GRADE, AND NO CLOSER THAN 12" FROM THE PIPE. INSTALLATION SHOULD PROVIDE THE TRENCH WALLS AND UNDISTURBED EARTH AND THE TAPE AS POSSIBLE. INSTALL THE TAPE ALONG THE LENGTH OF THE GAS PIPELINE. THE WARNING TAPE IS INTENDED FOR EXISTING TRENCHES DURING THE WARNING TAPE TO STRIKE THE WARNING TAPE PRIOR TO THE PIPELINE. WHEN THE WARNING TAPE IS STRUCK, IT SHALL BE IMMEDIATELY STOPPED WITH EXCAVATING EQUIPMENT. IT STRIKES WITHOUT BREAKING, THIS ALERTING THE EXCAVATOR OF THE FACILITY LOCATION.
- WARNING TAPE SHALL BE BRIGHTLY COLORED YELLOW AND MARKED "CAUTION: GAS LINE BURIED BELOW WITH A SILENT WARNING".
- WARNING TAPE SHALL BE STORED IN SUCH A MANNER THAT LIMITS ULTRAVIOLET (UV) EXPOSURE.



TYPICAL DETAIL  
GAS PIPELINE UNDERGROUND WARNING TAPE INSTALLATION (N.T.S.)

PG&E PM#S:

ELECTRIC:  
GAS:

DESIGN CHANGE COMPONENT

ANY CHANGES TO THIS DESIGN MUST BE APPROVED BY

PG&E GAS ADE

CONSTRUCTION NOTES:

- ALL TRENCHING, BACKFILLING AND INSTALLATION BY CONTRACTOR MUST COMPLY WITH PG&E UO STANDARD 55453 (EFFECTIVE DATE 7-5-2006).
- ALL WORK MUST COMPLY WITH P.G. & E. TELEPHONE, C.A.T.V., STANDARDS AND PRACTICES. ALL WORK MUST BE INSPECTED AND APPROVED BY RESPECTIVE INSPECTORS. RANDOM SOIL SAMPLES SHALL BE TAKEN FROM A MINIMUM OF THREE LOCATIONS PER 1,000' OF TRENCH. 100% OF THE SAMPLES MUST PASS THROUGH A 1/2" SIEVE AND 75% MUST PASS THROUGH A #4 SCREEN. ADDITIONAL SAMPLES SHALL BE TAKEN IF EXISTING SOIL CONDITIONS CHANGE AND IS TO BE AT THE DISCRETION OF THE POLE REPRESENTATIVE ON SITE. THE SOILS MUST NOT CONTAIN ANY ROCKS THAT HAVE SHARP EDGES OR THAT MAY OTHERWISE BE ABRASIVE. THE SOILS MUST NOT CONTAIN CLOSERS LARGER THAN 1/2" IF TO BE USED AS SHADING, BEDDING OR LEVELING MATERIALS. COMPACTION REQUIREMENTS MUST MEET ANY APPLICABLE PG&E, FEDERAL, STATE, COUNTY OR LOCAL REQUIREMENTS. ANY NATIVE SOILS OR IMPORT MATERIALS USED MUST NOT HINDER THESE EFFORTS.
- BACKFILL SHALL BE APPROVED BY THE UTILITY COMPANIES AND THE CITY. COMPACTION WILL BE TESTED AND PASSED BY THE SOILS ENGINEER.
- IF SOIL IS NOT ROCK FREE, ADD 4" DEPTH OF TRENCH FOR SAND BEDDING.
- VERIFY SPURCE BOX EXCAVATION SIZES WITH SUPPLIERS(S).
- THE TRENCHING CONTRACTOR SHALL COORDINATE THE UTILITY COMPANIES' INSTALLATION. THE TRENCHING CONTRACTOR TO PLACE CONNECTING CONDUIT WITHIN 5' OF BUILDING EXTERIOR WALL.
- CONTRACTOR SHALL MAKE HIMSELF FAMILIAR WITH THE PROJECT IMPROVEMENT PLANS AND CONDUCT HIS WORK ACCORDINGLY.
- IT IS THE TRENCHING CONTRACTOR'S RESPONSIBILITY TO PROTECT IN PLACE ALL EXISTING FACILITIES. NO EXTRA PAYMENT WILL BE CONSIDERED FOR CROSSING OTHER SYSTEMS.
- VIZION UTILITY PARTNERS ASSUMES NO RESPONSIBILITY FOR THE PROJECT CONDITIONS. THESE DRAWINGS WERE PREPARED USING DATA SUPPLIED BY POLE, TELEPHONE, C.A.T.V., IMPROVEMENT PLANS AND THE CITY'S VARIOUS "AS BUILT" INFORMATION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PHYSICALLY REVIEW THE PROJECT PRIOR TO SUBMITTING HIS BID.
- CONTRACTOR WILL COMPLY WITH ALL LAWS, ORDINANCES AND REGULATIONS. CONTRACTOR SHALL BE FAMILIAR WITH OSHA, INDUSTRIAL SAFETY PROCS AND SHALL CONDUCT ALL SEPARATION REQUIREMENTS. WHEN WORKING NEAR ENERGIZED OR "HOT" EQUIPMENT, THE UTILITY OWNER SHALL BE NOTIFIED TO SUPPLY THE APPROPRIATE MAN POWER, PUBLIC SAFETY AND TRAFFIC CONTROL. MEASURES ARE THE CONTRACTOR'S RESPONSIBILITY.
- THE CONTRACTOR SHALL NOTIFY CONSTRUCTION STAKING. HE SHALL COORDINATE STAKING WITH THE PROJECT'S CIVIL ENGINEER.
- CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA) 2 WORKING DAYS PRIOR TO START OF WORK.
- CONTRACTOR SHALL NOTIFY INSPECTORS OF ANY POTENTIAL CONFLICTS PRIOR TO START OF WORK.
- THIS PLAN IS TO BE USED FOR SOLE PURPOSE OF DIGGING THE JOINT TRENCH. USE POLE, AT&T, AND COMCAST PLANS FOR EXACT SIZE AND NUMBER OF CONDUITS INSTALLED IN THE JOINT TRENCH. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THE CORRECT NUMBER, SIZE AND TYPES OF CONDUITS ARE INSTALLED PER THE ENGINEERED PLANS BY EACH UTILITY COMPANY.
- NOTE: PLANS ISSUED AT THE PRE-CONSTRUCTION MEETINGS MAY BE SUBJECT TO REVISIONS, IF FINAL PLANS FROM EACH UTILITY COMPANY WERE NOT AVAILABLE AT THE START OF CONSTRUCTION.
- WATER, SEWER, DRAINS, SANITARY WASTE, FUELS INCLUDING DIESEL AND GASOLINE, OIL, PROPANE AND OTHER VOLATILE HEAVIER THAN AIR GASES, SPRINKLER IRRIGATION, STEAM AND OTHER "NET" FACILITIES SHALL MAINTAIN A MINIMUM OF THREE FEET FROM THE NEAREST OUTER SURFACE OF POLE FACILITIES WITH NO LESS THAN ONE FOOT OF EARTH SOIL BARRIER BETWEEN THE ADJACENT SIDES OF THE INDIVIDUAL TRENCHES.
- IN THE EXTRAORDINARY CASE THAT THE MINIMUM THREE FOOT HORIZONTAL SEPARATION CANNOT BE ATTAINED BETWEEN "NET" UTILITIES AND COMPANY DRIP FACILITIES, A VARIANCE MAY APPROVED BY THE LOCAL INSPECTION SUPERVISOR AND SUBMITTED TO SERVICE PLANNING SUPPORT PROGRAM MANAGER FOR APPROVAL.
- ALL METER PANELS: INDIVIDUAL, RESIDENTIAL, OR NONRESIDENTIAL APPLICANTS WITH A METER PANEL RATING OF ANY SIZE, INSTALLED INSIDE A METER ROOM OR OTHER STRUCTURE, MUST FOLLOW ALL OF THE REQUIREMENTS DESCRIBED BELOW.
  - INSTALL OWN AND MAINTAIN A SEPARATE, NOMINAL, 2-INCH DIAMETER CONDUIT WITH PULL TAPE INSIDE THE CONDUIT AND PULL TAPE MUST EXTEND FROM THE OUTSIDE SURFACE OF THE BUILDING AND TERMINATE OUTSIDE THE METER PANEL OR SWITCHBOARD AT THE TOP OF THE METER PANEL.
  - ENSURE THE 2-INCH DIAMETER CONDUIT OR PULL TAPE EXIT THE OUTSIDE OF THE BUILDING A MINIMUM OF 8 FEET AND A MAXIMUM OF 10 FEET ABOVE GROUND. THE OPEN END OF THE CONDUIT THAT IS EXPOSED TO THE OUTSIDE MUST HAVE A REMOVABLE TEMPORARY CAP OR PLUG.
  - DO NOT USE THE CONDUIT, THE CONDUIT IS FOR POLES METERING EQUIPMENT ONLY.
- THIS JOINT TRENCH PLAN WAS PREPARED BASED ON TOPOGRAPHICAL SURVEY AS PROVIDED BY A CIVIL ENGINEER. THE CONTRACTOR IS CAUTIONED THAT EXPLORATORY WORK IS NECESSARY TO DETERMINE THE ACTUAL LOCATION OF ANY EXISTING UTILITY. VIZION UTILITY PARTNERS STRONGLY RECOMMENDS THAT ALL UTILITIES BE PHYSICALLY LOCATED ON THE SITE BEFORE THE ONSET OF SITE WORK. SUBSTRUCTURE LOCATIONS MAY REQUIRE FIELD ADJUSTMENT TO COMPENSATE FOR ACTUAL EXISTING UTILITY LOCATIONS.

SUBSTRUCTURE VERIFICATION STAMP

DEVELOPER  
PLEASE NOTE AND SIGN

ALL PG&E ENCLOSURES AND BOXES HAVE BEEN SET TO GRADE ACCORDING TO GRADE STAKES PROVIDED BY DEVELOPER'S ENGINEER. ALL COSTS TO RELOCATE OR RE-WORK BOXES AT A LATER DATE WILL BE BILLED TO THE DEVELOPER. PLEASE HAVE YOUR SIGN VERIFY THE CORRECT GRADE OF ALL ENCLOSURES OR BOXES, AND SIGN AND DATE DRAWING. THANK YOU.

SIGNED: \_\_\_\_\_  
DATE: \_\_\_\_\_

UTILITY APPROVALS

UTILITY	APPROVED BY	DATE
PG&E ELECTRIC		
PG&E GAS		
AT&T (PHONE)		
COMCAST (CATV)		
CITY ENGINEER		

FOR VIZION USE ONLY  
QA REVIEW

INITIALS	DATE
WENT (ELEC)	
WENT (GAS)	
COMPOSITE	
PRE-COM	

DEVELOPER:

706-716 SANTA CRUZ AVE LLC  
700 SANTA CRUZ AVE  
MENLO PARK, CA 94025  
VASILE C. OROS  
T: 415-260-0608  
EMAIL: VOROS11@AOL.COM

SHEET INDEX

- JT-1 JOINT TRENCH TITLE SHEET
- JT-2 JOINT TRENCH INTENT



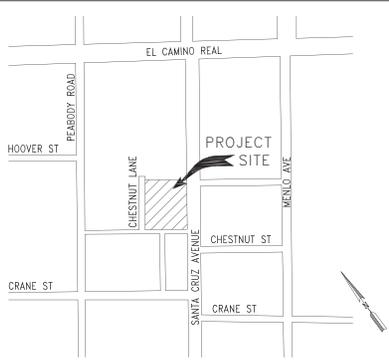
PROJ. NO.: 19-969  
SCALE: N.T.S.  
PREP. BY: J. KLEIN  
DESIGN BY: M. HOANG  
CHECKED BY:  
LAST UPDATED: 10-29-2019  
DRAWING NO.: JT-1  
SHEET: 1 OF 2

JOINT TRENCH TITLE SHEET  
706 SANTA CRUZ AVENUE  
NEW BUSINESS  
706-716 SANTA CRUZ AVE LLC

Vizion Utility  
PARTNERS  
UTILITY ENGINEERS, CONSULTANTS & ARCHITECTS DESIGN  
1000 BAYVIEW BLVD SUITE 100  
MENLO PARK, CA 94025

CALIFORNIA





VICINITY MAP  
N. T. S.

WORK RESPONSIBILITY  
JOINT TRENCH

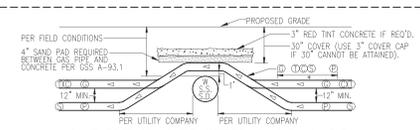
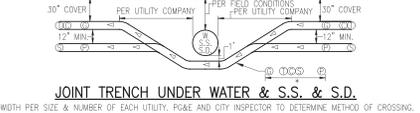
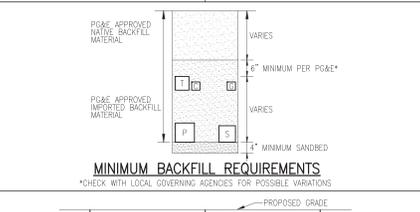
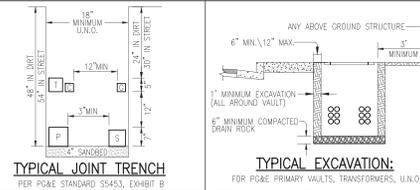
TRENCHING	PG&E	ELECTRIC	CONTRACTOR
Excavate & Backfill	○	○	○
GAS MATERIAL	○	○	○
Supply & Install	○	○	○
ELECTRIC CABLE	○	○	○
Supply & Install	○	○	○
ELECTRIC CONDUIT	○	○	○
Supply & Install	○	○	○
ELECTRIC BOXES	○	○	○
Supply & Install	○	○	○
Excavation	○	○	○
ELECTRIC TRANSFORMER PADS	○	○	○
Supply & Install	○	○	○
Excavation	○	○	○
ELECTRIC SWITCHGEAR & TRANSFORMER	○	○	○
Supply & Install	○	○	○
TELEPHONE CONDUIT	○	○	○
Supply & Install	○	○	○
TELEPHONE CABLE	○	○	○
Supply & Install	○	○	○
TELEPHONE SPURCE BOXES	○	○	○
Supply & Install	○	○	○
Excavation	○	○	○
TELEPHONE SAUL PAD	○	○	○
Supply & Install	○	○	○
Excavation	○	○	○
C.A.T.V. CONDUIT	○	○	○
Supply & Install	○	○	○
C.A.T.V. SPURCE BOXES	○	○	○
Supply & Install	○	○	○
Excavation	○	○	○
C.I.E.C. FIBER CONDUIT	○	○	○
Accepted	○	○	○
Declined	○	○	○
C.I.E.C. FIBER SPURCE BOXES	○	○	○
Accepted	○	○	○
Declined	○	○	○
DIRECTIONAL DRILL / JACK AND BORE	○	○	○
Accepted	○	○	○
Declined	○	○	○

● SYMBOL DESIGNATES THE WORK TO BE PERFORMED BY THE RESPECTIVE CONTRACTOR & UTILITY COMPANIES.  
○ NOT APPLICABLE UNLESS OTHERWISE SPECIFIED  
\* PG&E TO PULL CABLE INTO ENERGIZED ENCLOSURES

THESE PLANS WERE PREPARED IN CONJUNCTION WITH THE FOLLOWING PLANS:

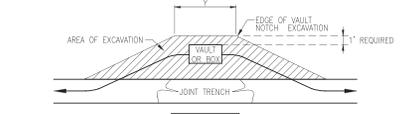
SOIL IMPROVEMENT PLANS/GRADING PLANS	03-18-2013	PRELIMINARY
ARCHITECTURAL ELECTRICAL FILE	10-24-2013	PRELIMINARY
APPLICANT DESIGN (GAS)		
APPLICANT DESIGN (ELECTRIC)		
TELEPHONE		
C.A.T.V.		
LANDSCAPE	08-28-2013	PRELIMINARY
SIGNAGE LOCATIONS		

VISION UTILITY PARTNERS is not responsible for any unapproved changes or omissions. OTHER UTILITIES SHOWN ARE APPROXIMATE AND BASED ON FIELD SURVEY AND AVAILABLE UTILITY INFORMATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE ACTUAL LOCATION AND EXTENT OF UTILITIES PRIOR TO THE COMMENCEMENT OF WORK. PHYSICAL VERIFICATION OF UTILITY LOCATIONS SHALL BE PERFORMED BY CAREFUL PROBING OR HAND DIGGING IN ACCORDANCE WITH ARTICLE 6 OF THE CALIFORNIA CONSTRUCTION SAFETY ORDERS.



NOTE: TRENCH DEPTH NOT TO EXCEED 5' UNLESS APPROVED BY POSE INSPECTOR. IN NO CASE SHOULD PLASTIC GAS PIPE BE INSTALLED AT A DEPTH GREATER THAN 10' UNLESS APPROVED BY PG&E SENIOR GAS ENGINEER.

TRENCHING CONTRACTOR SHALL ASSUME THAT EITHER OF THE ABOVE DETAILS WILL BE ACCEPTABLE TO PG&E. YOU ARE REQUIRED TO CONTACT THE LOCAL PG&E ENGINEERING OFFICE WITH ANY ISSUE RELATING TO COVERS LESS THAN MINIMUM OR COVERS REQUIRING SHORING. CONCRETE CAPPING IS ONLY ACCEPTABLE WHERE NO OTHER SOLUTION IS POSSIBLE AND ONLY WHEN CERTAIN CRITERIA ARE MET AND ONLY WITH PG&E APPROVAL.



PRIMARY BOX SIZE	BOX EXCAVATION	NOTE:
4' x 4' x 8'-6"	11'	DISTANCE VARIES PER FIELD CONDITIONS

**ELECTRIC CONDUIT MINIMUM BEND RADIUS**

CONDUIT DIAMETER	VERTICAL BENDS	HORIZONTAL BENDS
1/2"	24"	36"
3/4"	24"	36"
1"	24"	36"
1 1/2"	36"	48"

NOTE: 315° MAX BENDS IN ANY SECONDARY CONDUIT RUN 200' OR LESS.  
300° MAX BENDS IN ANY PRIMARY CONDUIT RUN.

**TYPICAL GAS METER REQUIREMENTS\***

METER TYPE	LOAD (SCFH)	DELIVERY PRESSURE (PSIG)	PAD SIZE (INCHES)	MIN. WALL THICKNESS FOR METER (INCHES)	DISTANCE FROM RISER TO FINISHED WALL (INCHES)	MIN. HOUSING STAR OUT (INCHES)
RESIDENTIAL	0-250	0.25	N/A UNLESS USING FLEX-HOSE METER	24	6 TO 9	4
400 TO 1000	0-600	0.25	N/A UNLESS USING FLEX-HOSE METER	30	6 TO 9	6
1.5M OR 3M ROTARY	3001-4200	APPROVED BY PG&E	48 X 36 X 4	52	20	VARIES
1.5M OR 3M ROTARY	1,401-3,000	APPROVED BY PG&E	78 X 36 X 4	90	20	VARIES
1.5M OR 3M ROTARY	3,001-7,000	APPROVED BY PG&E	78 X 36 X 4	90	20	VARIES
1.5M OR 3M ROTARY	7,001-16,000	APPROVED BY PG&E	94 X 36 X 4	106	20	VARIES

\*ACTUAL METER-SET CONFIGURATIONS MAY DIFFER DEPENDING ON FIELD CONDITIONS AND RESTRICTIONS. FOR GAS METER DETAILS, SEE SECTION 2 OF CURRENT PG&E GAS FIELD CONDITIONS GREENBOOK. PG&E STANDARD METER SPONGING REQUIREMENTS DO NOT INCLUDE CLEARANCE FOR EARTHQUAKE VALVES OR OTHER ADDITIONAL SAFETY EQUIPMENT. SEE NOTE 17 UNDER GENERAL NOTES ON SHEET #1-1. \*\*UTILITY PRESSURE TO BE CONFIRMED BY BUILDING PLUMBING AND MECHANICAL PLANS. PG&E MAINTAINS SOLE AUTHORITY TO DETERMINE IF THE ELEVATED DELIVERY-PRESSURE SERVICE IS AVAILABLE AT A SPECIFIC LOCATION.

GENERAL NOTES:

- THE PREFERRED TRENCH LOCATION IS IN A PUBLIC UTILITY SEGMENT (P.U.S.).
- ALL DEPTHS AND RESULTING COVER REQUIREMENTS ARE MEASURED FROM FINAL GRADE.
- COVER, CLEARANCES, AND SEPARATION SHALL BE AS GREAT AS PRACTICABLE UNDER THE CIRCUMSTANCES, BUT UNDER NO CIRCUMSTANCES SHALL BE LESS THAN THE MINIMUM COVER, CLEARANCE AND SEPARATION REQUIREMENTS SET FORTH IN GENERAL ORDER 128 AND 4907R, 192.327, 4907R, 192.328, AND 4907R, 192.327. ALL FACILITIES SHALL BE ANCHORED IN PLACE. OTHER TRENCHING AND OTHER MEANS SHALL BE TAKEN TO ENSURE NO MOTION OF THE FACILITIES. DIMENSIONAL REQUIREMENTS FOR SHADING, LEVELING, AND BACKFILLING SHALL BE DETERMINED SUBSEQUENT TO COMPLETION.
- TRENCH DIMENSIONS SHOWN ARE TYPICAL. TRENCH SIZES AND CONFIGURATIONS MAY VARY DEPENDING UPON UTILITY AND/OR FIELD CONDITIONS. TRENCH SIZE AND CONFIGURATION MUST AT ALL TIMES BE CONSTRUCTED IN A MANNER THAT ENSURES PROPER CLEARANCE AND SEPARATION. TRENCH WIDTHS SHALL BE CONSISTENT TO THE TRENCH WIDTH AND CONFIGURATIONS AS SHOWN IN THIS EXHIBIT MUST BE DESIGNED TO EXCEED THIS REQUIREMENT.
- IT IS PREFERRED TO HAVE NON-PG&E OWNED STREETLIGHTS AT A LEVEL OTHER THAN THE GAS OR ELECTRIC LEVEL. NON-PG&E OWNED STREETLIGHTS MAY BE AT THE ELECTRIC LEVEL OF THE TRENCH AS LONG AS MINIMUM CLEARANCES ARE PROVIDED AND COMPLY WITH ALL SPECIAL NOTES FOR A JOINT TRENCH WITH A SECOND ELECTRIC UTILITY.
- NON-UTILITY FACILITIES ARE NOT ALLOWED IN ANY JOINT UTILITY TRENCH, E.G., IRRIGATION CONTROL LINES, BUILDING FIRE ALARM SYSTEMS, PRIVATE TELEPHONE SYSTEMS, OUTDOOR ELECTRICAL CABLE, ETC.
- WHEN COMMUNICATION DUCTS ARE INSTALLED, A MINIMUM OF 12" RADIAL SEPARATION SHALL BE MAINTAINED FROM GAS FACILITIES, EXCEPTING WITH MUTUAL AGREEMENT. WITH A 6-INCH DIAMETER OR SMALLER GAS PIPES INSTALLED, THE SEPARATION MAY BE REDUCED TO NOT LESS THAN 6 INCHES.
- PROVIDE SEPARATION FROM TRENCH WALL AND OTHER FACILITIES SUFFICIENT TO ENSURE PROPER COMPACTION.
- MAINTAIN PROPER SEPARATION BETWEEN POSE FACILITIES AND "NET" UTILITY LINES AS DESCRIBED IN UO STANDARD. ASSURE THE MINIMUM ALLOWABLE HORIZONTAL SEPARATION BETWEEN COMPANY FACILITIES AND "NET" FACILITIES IS 3" WITH A MINIMUM 1" OF UNDISTURBED EARTH OR THE INSTALLATION OF A SUITABLE BARRIER BETWEEN THE FACILITIES. IF A 3" HORIZONTAL SEPARATION CANNOT BE ATTAINED BETWEEN "NET" UTILITIES AND COMPANY DRIP FACILITIES, A VARIANCE MAY BE APPROVED BY THE LOCAL INSPECTION SUPERVISOR AND SUBMITTED TO THE SERVICE PLANNING SUPPORT PROGRAM MANAGER FOR APPROVAL. SEPARATIONS OF 1" OR LESS ARE NOT PERMISSIBLE AND WILL NOT BE ALLOWED. THE COMPANY MAY AGREE TO MAINTAIN A MINIMUM 3" SEPARATION BETWEEN "NET" UTILITIES AND COMPANY DRIP FACILITIES IF WARRANTED AND THE NEED IS JUSTIFIED. THE REQUEST FOR A VARIANCE MUST:
  - BE MADE IN WRITING AND SUBMITTED TO THE COMPANY AIDE DURING THE PLANNING AND DESIGN PHASE OF THE PROJECT.
  - CLEARLY DESCRIBE THE CONDITIONS NECESSITATING THE VARIANCE.
  - INCLUDE A PROPOSED BARRIER AND INCLUDE THE BARRIER BETWEEN THE "NET" UTILITIES AND COMPANY DRIP FACILITIES IN THE EVENT 1" OF UNDISTURBED EARTH CANNOT BE MAINTAINED. NET DRAIN LINES CONNECTED TO COMPOSTS ON BUILDINGS ARE CONSIDERED A "NET" UTILITY FOR THE PURPOSES OF THIS STANDARD.
- SEPARATIONS SHALL BE MAINTAINED AT ABOVE COVER TERMINATION POINTS.
  - PROCEDURES FOR APPROVING NATIVE BACKFILL FOR SHADING OF PG&E GAS FACILITIES:
    - RANDOM SOIL SAMPLES SHALL BE TAKEN FROM A MINIMUM OF 3 LOCATIONS PER 1,000' OF TRENCH. 100% OF THE SAMPLE MUST PASS THROUGH A 1/2" SIEVE AND 75% MUST PASS THROUGH A #4 SCREEN. ADDITIONAL SAMPLES MUST BE TAKEN IF EXISTING CONDITIONS CHANGE AND ARE TO BE TAKEN AT THE DISCRETION OF THE PG&E REPRESENTATIVE ON SITE.
    - NATIVE SOILS CONTAINING CLAYS OR THAT HAVE SHARP EDGES OR THAT MAY OTHERWISE BE ABRASIVE.
    - THE SOILS MUST NOT CONTAIN CLODS LARGER THAN 1/2" IF TO BE USED AS SHADING, BEDDING OR LEVELING.
    - COMPACTION REQUIREMENTS MUST MEET ANY APPLICABLE PG&E, FEDERAL, STATE, COUNTY, OR LOCAL REQUIREMENTS. THE SEVES AND SCREENING SHALL BE:
    - 1/2" SIEVE: 6" DIAMETER BY 2" DEEP, STAINLESS STEEL MESH SCREEN.
    - #4 SCREEN: 6" DIAMETER BY 2" DEEP, STAINLESS STEEL MESH SCREEN.
  - PROCEDURES FOR APPROVING NATIVE BACKFILL FOR SHADING AT PG&E ELECTRIC FACILITIES:
    - RANDOM SOIL SAMPLES SHALL BE TAKEN FROM A MINIMUM OF 3 LOCATIONS PER 1,000' OF TRENCH. ADDITIONAL SAMPLES MUST BE TAKEN IF EXISTING CONDITIONS CHANGE AND ARE TO BE TAKEN AT THE DISCRETION OF THE PG&E REPRESENTATIVE ON SITE.
    - SHADING LARGER ROCK, PAWING MATERIAL, CORNERS, SHARPLY ANGULAR SUBSTANCES, OR CORROSIVE MATERIAL SHALL NOT BE PLACED IN THE TRENCH WHERE SUCH MATERIAL MAY DAMAGE THE CONDUITS AND/OR PREVENT PROPER COMPACTION OF THE TRENCH.
    - NATIVE SOILS CONTAINING CLODS NOT TO EXCEED 6" IN DIAMETER MAY BE INCLUDED IN THE SHADING MATERIAL PROVIDED THE CLODS ARE READILY BREAKABLE BY HAND AND THE SOIL IS CONSISTENTLY PRIMARY OF ADOBE, HARD COMPACT (DENSE) CLAY, AND BAY MUDS SHALL NOT BE USED AS SHADING MATERIAL.
    - AT NO TIME SHALL THE OVER SATURATION OF NATIVE SOILS BE USED TO ACHIEVE THESE REQUIREMENTS. REFER TO ENGINEERING DOCUMENT #2228, ITEM 13 ON PAGE 8.
- COMPACT NATIVE SOILS ARE PREFERRED TO BE USED FOR SHADING, BEDDING, AND BACKFILLING THROUGHOUT THE TRENCH. WHERE NATIVE SOILS EXCEED 1/2" MINUS AND/OR WHERE GAS IS TO BE PLACED AT THE BOTTOM OF A TRENCH IN AREAS THAT EXCEED 1/2" MINUS SOIL CONDITIONS, OR WHERE THE BOTTOM OF A TRENCH IS CONSIDERED TO CONSIST OF HARD OR POKE APPROVED 1/2" MINUS IMPORT MATERIAL SHALL BE USED FOR SHADING AND/OR BEDDING OF GAS FACILITIES.
- PG&E IMPORT MATERIALS: PER COST ENGINEERING GUIDELINE 4123.
  - IF A LEVELING COURSE IS REQUIRED FOR GAS FACILITIES, THE USE OF NATIVE SOILS IS PREFERRED, BUT IF 1/2" MINUS CONDITIONS ARE NOT ATTAINABLE WITH THE NATIVE SOILS, THEN THE USE OF POKE APPROVED IMPORT MATERIALS IS REQUIRED. BEDDING UNDER GAS FACILITIES WILL BE A MINIMUM OF 2" OF COMPACTED 1/2" MINUS NATIVE SOILS OR POKE APPROVED IMPORT MATERIAL.
  - FOR ELECTRIC FACILITIES, REFER TO NOTE 12. THIS APPLIES TO LEVELING COURSES AS WELL AS SHADING.
  - THE MINIMUM POKE APPROVED BEDDING MATERIAL MAY BE INCREASED AT THE DISCRETION OF POKE WHEN WARRANTED BY THE PG&E REPRESENTATIVE ON SITE.
  - THE USE OF ANY APPROVED MATERIAL FOR BACKFILLING PURPOSES SHALL BE LIMITED TO THOSE SITUATIONS WHEN NATIVE SOILS DO NOT ALLOW FOR REQUIRED COMPACTION.
- THE APPLICANT IS RESPONSIBLE FOR THE REMOVAL OF EXCESS SOIL AND ASSOCIATED COSTS.
- SEPARATION BETWEEN GAS FACILITIES AND ELECTRIC FACILITIES MAY BE REDUCED TO 6" WHEN CROSSING.
- SERVICE SADDLES ARE THE PREFERRED SERVICE FITTINGS FOR USE THROUGHOUT THE JOINT TRENCH PROJECT. ALL PROJECTS WILL BE DESIGNED AND ESTIMATED USING SERVICE SADDLES. HOWEVER, SERVICE TEES MAY BE USED IF ALL CLEARANCES, SEPARATION, AND COVERAGE REQUIREMENTS ARE MAINTAINED.
- CONTRACTOR TO INCREASE METER SPACING AS NECESSARY WHEN EARTHQUAKE VALVES OR OTHER ADDITIONAL SAFETY EQUIPMENT ARE REQUIRED. APPROVED VALVES ARE INSTALLED IN SOME AREAS AND ARE NOT PART OF PG&E/UDOWN STANDARD REQUIREMENTS TO PROVIDE CLEARANCE FOR EARTHQUAKE VALVES.

TRANSFORMER CLEARANCE REQUIREMENTS:

- ABOVE ANY SINGLE PHASE TRANSFORMER LOCATION, MAINTAIN 20' UNOBSTRUCTED OVERHEAD CLEARANCE OVER TRANSFORMER VAULT/PAD.
- ABOVE ANY THREE PHASE TRANSFORMER LOCATION, MAINTAIN 30' UNOBSTRUCTED OVERHEAD CLEARANCE OVER TRANSFORMER VAULT/PAD.

GAS PIPELINE UNDERGROUND WARNING TAPE NOTES:

- A WARNING TAPE IS TO BE INSTALLED IN OPEN TRENCH INSTALLATION OVER GAS PIPELINES IN BOTH TRANSMISSION AND DISTRIBUTION SYSTEMS. THIS INCLUDES TRENCHES, BELL HOLES, EXCAVATIONS FOR REPAIR PURPOSES AND RISER RELAYHOUSES. THE WARNING TAPE IS INTENDED FOR EXPOSURE TO DIGGING IN THE "TOLERANCE ZONE" TO STRIKE THE WARNING TAPE PRIOR TO THE PIPELINE. WHEN THE WARNING TAPE IS EXPOSED, IT SHALL BE IMMEDIATELY EXCAVATED WITH EXCAVATING EQUIPMENT. IT STRIKES WITHOUT BREAKING, THIS ALERTS THE EXCAVATOR OF THE EXISTENCE OF THE GAS FACILITY.
- INSTALL 6" WIDE WARNING TAPE ABOVE THE GAS PIPELINE AT LEAST 12" BELOW GRADE, AND NO CLOSER THAN 12" FROM THE PIPE. INSTALLATION SHOULD PROVIDE THE TRENCH WALLS AND UNDISTURBED EARTH AND THE TAPE AS POSSIBLE. INSTALL THE TAPE ALONG THE LENGTH OF THE EXISTING FIELD CONDITIONS (E.G., ROCKY SOILS, HARD PAW, ETC.). THE TAPE SHALL BE INSTALLED IN A MANNER THAT PROVIDES A 12" TOLERANCE ZONE. ALLOW FOR INSTALLATION OF WARNING TAPE WITH THE WARNING TAPE INSTALLATION ZONE. INSTALL THE WARNING TAPE A MINIMUM OF 4" ABOVE THE GAS PIPELINE, AND BELOW THE FACILITY ABOVE THE PIPE.
- WARNING TAPE SHALL BE BRIGHTLY COLORED YELLOW AND MARKED "CAUTION: GAS LINE BURIED BELOW WITH A SLEAK NOTATION."
- WARNING TAPE SHALL BE STORED IN SUCH A MANNER THAT LIMITS ULTRAVIOLET (UV) EXPOSURE.



PG&E PM#S:

ELECTRIC:  
GAS:

DESIGN CHANGE COMPONENT

ANY CHANGES TO THIS DESIGN MUST BE APPROVED BY  
PG&E GAS AIDE

CONSTRUCTION NOTES:

- ALL TRENCHING, BACKFILLING AND INSTALLATION BY CONTRACTOR MUST COMPLY WITH PG&E UO STANDARD 55453 (EFFECTIVE DATE 7-5-2006).
- ALL WORK MUST COMPLY WITH P.G. & E. TELEPHONE, C.A.T.V., STANDARDS AND PRACTICES. ALL WORK MUST BE INSPECTED AND APPROVED BY RESPECTIVE INSPECTORS. RANDOM SOIL SAMPLES SHALL BE TAKEN FROM A MINIMUM OF THREE LOCATIONS PER 1,000' OF TRENCH. 100% OF THE SAMPLE MUST PASS THROUGH A 1/2" SIEVE AND 75% MUST PASS THROUGH A #4 SCREEN. ADDITIONAL SAMPLES SHALL BE TAKEN IF EXISTING SOIL CONDITIONS CHANGE AND IS TO BE AT THE DISCRETION OF THE PG&E REPRESENTATIVE ON SITE. THE SOILS MUST NOT CONTAIN ANY ROCKS THAT HAVE SHARP EDGES OR THAT MAY OTHERWISE BE ABRASIVE. THE SOILS MUST NOT CONTAIN CLODS LARGER THAN 1/2" IF TO BE USED AS SHADING, BEDDING OR LEVELING MATERIALS. COMPACTION REQUIREMENTS MUST MEET ANY APPLICABLE PG&E, FEDERAL, STATE, COUNTY OR LOCAL REQUIREMENTS. ANY NATIVE SOILS OR IMPORT MATERIALS USED MUST NOT HINDER THESE EXPOSURES.
- BACKFILL SHALL BE APPROVED BY THE UTILITY COMPANIES AND THE CITY. COMPACTION WILL BE TESTED AND PASSED BY THE SOILS ENGINEER.
- IF SOIL IS NOT ROCK FREE, ADD 4" DEPTH OF TRENCH FOR SAND BEDDING.
- VERIFY SPURCE BOX EXCAVATION SIZES WITH SUPPLIERS(S).
- THE TRENCHING CONTRACTOR SHALL COORDINATE THE UTILITY COMPANIES' INSTALLATION. THE TRENCHING CONTRACTOR TO PLACE CONNECTING CONDUIT WITHIN 5' OF BUILDING EXTERIOR WALL.
- CONTRACTOR SHALL MAKE HIMSELF FAMILIAR WITH THE PROJECT IMPROVEMENT PLANS AND CONDUCT HIS WORK ACCORDINGLY.
- IT IS THE TRENCHING CONTRACTOR'S RESPONSIBILITY TO PROTECT IN PLACE ALL EXISTING FACILITIES. NO EXTRA PAYMENT WILL BE CONSIDERED FOR CROSSING OTHER SYSTEMS.
- VISION UTILITY PARTNERS ASSUMES NO RESPONSIBILITY FOR THE PROJECT CONDITIONS. THESE DRAWINGS WERE PREPARED USING DATA SUPPLIED BY PG&E, TELEPHONE, C.A.T.V., IMPROVEMENT PLANS AND THE CITY'S VARIOUS "AS BUILT" INFORMATION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PHYSICALLY REVIEW THE PROJECT PRIOR TO SUBMITTING HIS BID.
- CONTRACTOR WILL COMPLY WITH ALL LAWS, ORDINANCES AND REGULATIONS. CONTRACTOR SHALL BE FAMILIAR WITH OSHA, INDUSTRIAL SAFETY PROCS AND SHALL CONDUCT ALL SEPARATION REQUIREMENTS. WHEN WORKING NEAR ENERGIZED OR "HOT" EQUIPMENT, THE UTILITY OWNER SHALL BE NOTIFIED TO SUPPLY THE APPROPRIATE MAN POWER, PUBLIC SAFETY AND TRAFFIC CONTROL. MEASURES ARE THE CONTRACTOR'S RESPONSIBILITY.
- THE CONTRACTOR SHALL NOTIFY CONSTRUCTION STAKING. HE SHALL COORDINATE STAKING WITH THE PROJECT'S CIVIL ENGINEER.
- CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA) 2 WORKING DAYS PRIOR TO START OF WORK.
- CONTRACTOR SHALL NOTIFY INSPECTORS OF ANY POTENTIAL CONFLICTS PRIOR TO START OF WORK.
- THIS PLAN IS TO BE USED FOR SOLE PURPOSE OF DIGGING THE JOINT TRENCH. SEE POKE, AT&T, AND COMCAST PLANS FOR EXACT SIZE AND NUMBER OF CONDUITS INSTALLED IN THE JOINT TRENCH. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THE CORRECT NUMBER, SIZE AND TYPES OF CONDUITS ARE INSTALLED PER THE ENGINEERED PLANS BY EACH UTILITY COMPANY.
- NOTE: PLANS ISSUED AT THE PRE-CONSTRUCTION MEETINGS MAY BE SUBJECT TO REVISIONS, IF FINAL PLANS FROM EACH UTILITY COMPANY WERE NOT AVAILABLE AT THE START OF CONSTRUCTION.
- WATER, SEWER, DRAINS, SANITARY WASTE, FUELS INCLUDING DIESEL AND GASOLINE, OIL, PROPANE AND OTHER VOLATILE HEAVIER THAN AIR GASES, SPRINKLER IRRIGATION, STEAM AND OTHER "NET" FACILITIES SHALL MAINTAIN A MINIMUM OF THREE FEET FROM THE NEAREST TOP SURFACE OF PG&E FACILITIES WITH NO LESS THAN ONE FOOT OF EARTH SOIL BARRIER BETWEEN THE ADJACENT SIDES OF THE INDIVIDUAL TRENCHES.
  - IN THE EXTRAORDINARY CASE THAT THE MINIMUM THREE FOOT HORIZONTAL SEPARATION CANNOT BE ATTAINED BETWEEN "NET" UTILITIES AND COMPANY DRIP FACILITIES, A VARIANCE MAY APPROVED BY THE LOCAL INSPECTION SUPERVISOR AND SUBMITTED TO SERVICE PLANNING SUPPORT PROGRAM MANAGER FOR APPROVAL.
- ALL METER PANELS: INDIVIDUAL, RESIDENTIAL, OR NONRESIDENTIAL APPLICANTS WITH A METER PANEL RATING OF ANY SIZE, INSTALLED INSIDE A METER ROOM OR OTHER STRUCTURE, MUST FOLLOW ALL OF THE REQUIREMENTS DESCRIBED BELOW.
  - INSTALL OWN AND MAINTAIN A SEPARATE, NOMINAL, 2-INCH DIAMETER CONDUIT WITH PULL TAPE INSIDE THE CONDUIT AND PULL TAPE MUST EXTEND FROM THE OUTSIDE SURFACE OF THE BUILDING AND TERMINATE OUTSIDE THE METER PANEL OR SWITCHBOARD AT THE TOP OF THE METER SECTION.
  - ENSURE THE 2-INCH DIAMETER CONDUIT OR PULL TAPE EXIT THE OUTSIDE OF THE BUILDING A MINIMUM OF 8 FEET AND A MAXIMUM OF 10 FEET ABOVE GROUND, THE OPEN END OF THE CONDUIT THAT IS EXPOSED TO THE OUTSIDE MUST HAVE A REMOVABLE TEMPORARY CAP AND PLUG.
  - DO NOT USE THE CONDUIT, THE CONDUIT IS FOR PG&E'S METERING EQUIPMENT ONLY.
- THIS JOINT TRENCH PLAN WAS PREPARED BASED ON TOPOGRAPHICAL SURVEY AS PROVIDED BY A CIVIL ENGINEER. THE CONTRACTOR IS CAUTIONED THAT EXPLORATORY WORK IS NECESSARY TO DETERMINE THE ACTUAL LOCATION OF ANY EXISTING UTILITY. VISION UTILITY PARTNERS STRONGLY RECOMMENDS THAT ALL UTILITIES BE PHYSICALLY LOCATED ON THE SITE BEFORE THE ONSET OF SITE WORK. SUBSTRUCTURE LOCATIONS MAY REQUIRE FIELD ADJUSTMENT TO COMPENSATE FOR ACTUAL EXISTING UTILITY LOCATIONS.

SUBSTRUCTURE VERIFICATION STAMP

DEVELOPER  
PLEASE NOTE AND SIGN

ALL PG&E ENCLOSURES AND BOXES HAVE BEEN SET TO GRADE, ACCORDING TO GRADE STAKES PROVIDED BY DEVELOPER'S ENGINEER. ALL COSTS TO RELOCATE OR RE-REMOVE BOXES AT A LATER DATE WILL BE BILLED TO THE DEVELOPER. PLEASE HAVE YOUR SIGN VERIFY THE CORRECT GRADE OF ALL ENCLOSURES OR BOXES, AND SIGN AND DATE DRAWING. THANK YOU.

SIGNED: \_\_\_\_\_  
DATE: \_\_\_\_\_

UTILITY APPROVALS

UTILITY	APPROVED BY	DATE
PG&E ELECTRIC		
PG&E GAS		
AT&T (PHONE)		
COMCAST (CATV)		
CITY ENGINEER		

FOR VIZION USE ONLY  
QA REVIEW

INITIALS	DATE
WENT (ELEC)	
WENT (GAS)	
COMPOST	
PRE-COM	

DEVELOPER:  
706-716 SANTA CRUZ AVE LLC  
700 SANTA CRUZ AVE  
MENLO PARK, CA 94025  
VASILE C. OROS  
T: 415-260-0608  
EMAIL: VOROS11@AOL.COM

SHEET INDEX

- JT-1 JOINT TRENCH TITLE SHEET
- JT-2 JOINT TRENCH INTENT



DATE: \_\_\_\_\_  
REVISION: \_\_\_\_\_  
SHEET NO: 19-969  
SCALE: N.T.S.  
PREP: J. KLEIN  
DESIGN: M. HOANG  
CHECKED BY: \_\_\_\_\_  
LAST UPDATED: 10-28-2019  
DRAWING NO: JT-1  
SHEET: 1 OF 2

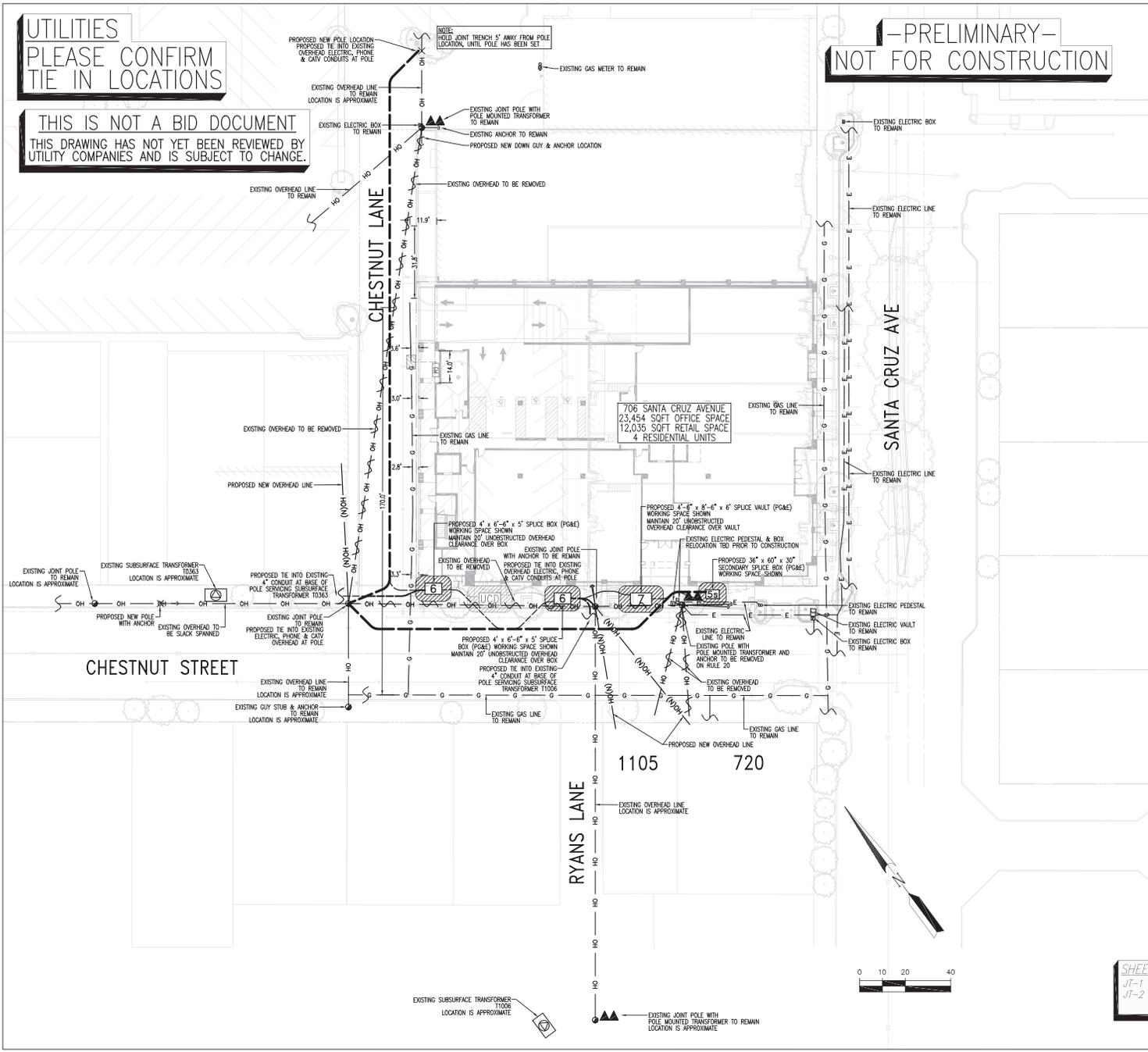
JOINT TRENCH TITLE SHEET  
706 SANTA CRUZ AVENUE  
WRO  
706-716 SANTA CRUZ AVE LLC  
MENLO PARK

Vizion Utility  
P A R T N E R S  
UTILITY ENGINEERS, CONSULTANTS & STREETLIGHT DESIGN  
1000 PROMISSE DRIVE, SUITE 100, MENLO PARK, CA 94025

**UTILITIES**  
PLEASE CONFIRM  
TIE IN LOCATIONS

**THIS IS NOT A BID DOCUMENT**  
THIS DRAWING HAS NOT YET BEEN REVIEWED BY  
UTILITY COMPANIES AND IS SUBJECT TO CHANGE.

**-PRELIMINARY-  
NOT FOR CONSTRUCTION**



**NOTE TO CONTRACTOR:**  
FOR CONTRACTOR'S WORK RESPONSIBILITY,  
REFER TO JOINT TRENCH TITLE SHEET (JT-1)

**LEGEND**

---	PROPOSED JOINT TRENCH
x	PROPOSED NEW POLE
[Symbol]	PROPOSED 4'-6" x 8'-6" x 6' SPLICE VAULT (PG&E) WORKING SPACE SHOWN MAINTAIN 20' UNOBSTRUCTED OVERHEAD CLEARANCE OVER VAULT
[Symbol]	PROPOSED 4' x 6'-6" x 5' SPLICE BOX (PG&E) WORKING SPACE SHOWN MAINTAIN 20' UNOBSTRUCTED OVERHEAD CLEARANCE OVER BOX
[Symbol]	PROPOSED 36" x 60" x 30" SECONDARY SPLICE BOX (PG&E) WORKING SPACE SHOWN
---	EXISTING ELECTRIC LINE
●	EXISTING JOINT POLE TO REMAIN
▲	EXISTING POLE MOUNTED TRANSFORMER
[Symbol]	EXISTING ELECTRIC VAULT
[Symbol]	EXISTING SUBSURFACE TRANSFORMER
■	EXISTING ELECTRIC PEDESTAL
□	EXISTING ELECTRIC BOX
---	EXISTING OVERHEAD LINE
○	EXISTING GAS LINE
---	EXISTING OVERHEAD TO BE REMOVED
▲	EXISTING POLE MOUNTED TRANSFORMER TO BE REMOVED

SUBSTRUCTURE LOCATIONS MUST BE STAKED BY A LICENSED SURVEYOR PRIOR TO CONSTRUCTION. SEE CONSTRUCTION NOTES ON JOINT TRENCH TITLE SHEET (JT-1) REGARDING EXISTING CONDITIONS.

REFER TO PG&E UTILITY BULLETIN TD-7001B-005 DOCUMENT FOR SMART METER ANTENNA CONSTRUCTION REQUIREMENTS.

**NOTE TO COMCAST:**  
PLEASE CONFIRM WHO WILL PROVIDE CONDUIT AND VAULTS. DEVELOPER TO PROVIDE TRENCH.

**NOTE FOR UNDERGROUND ELECTRIC INSTALLATION:**  
USE OF STANDARD PVC DB-120 IS NO LONGER APPROVED BY PG&E FOR 2" CONDUIT SIZE AND BENDS. PVC DB-120 CELLULAR CORE CONDUIT CAN BE USED IN PLACE OF STANDARD PVC DB-120 CONDUIT. FOR ALL APPROVED 2" CONDUITS AND BENDS, SEE BULLETIN TD-062288B-001.

DATE:	
REVISION:	
CHECK DATE:	
<b>JOINT TRENCH INTENT 706 SANTA CRUZ AVENUE WRO</b>	
<b>1105 720</b>	
<b>706-716 SANTA CRUZ AVE LLC</b>	
<b>MENLO PARK</b>	
PROJ. NO:	19-969
SCALE:	1" = 20'
PREP:	J. KLEIN
DRAWN BY:	M. HOANG
CHECKED BY:	
DATE PLOTTED:	10-28-2019
DRAWING NO.:	JT-2
SHEET:	2 of 2

DRAWING DATE: 10/28/2019 10:49:20 AM  
 PLOT DATE: 10/28/2019 10:52:32 AM  
 PLOTTED BY: MHN HOANG

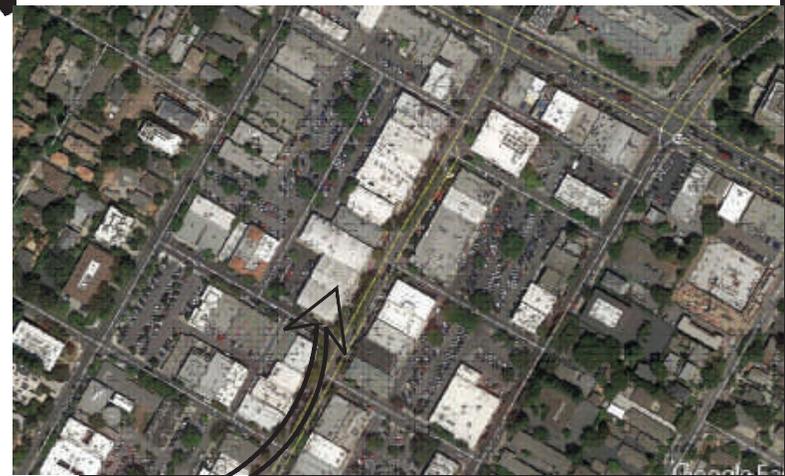
# TEMPORARY EARTH RETENTION SYSTEM 706-716 SANTA CRUZ AVENUE MENLO PARK , CA

PRELIMINARY DESIGN  
NOT FOR CONSTRUCTION

FOR:



JOB NO. 170401  
JUNE 24, 2019



PROJECT LOCATION

## SITE LOCATION PLAN



SCOPE OF WORK

AS A PART OF MIXED USE BUILDING 706-716 SANTA CRUZ AVENUE PROJECT IN MENLO PARK, CA, IT IS NECESSARY TO PROVIDE TIEBACK SOLDIER BEAM SHORING WALL WITH UNDERPINNING DESIGN.

GENERAL

- ALL CONSTRUCTION SHALL CONFORM TO THE GEOTECHNICAL ENGINEERING CIRCULAR NO. 4, PUBLICATION NO. FHWA-IF-99-015 - GROUND ANCHORS AND ANCHORED SYSTEMS PUBLISHED BY FHWA JUNE 1999, CALIFORNIA BUILDING CODE (2016 ED.), AND REGULATIONS OF CITY OF MENLO PARK, CA.
- ALL MATERIAL AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE GUIDELINES ESTABLISHED IN THE "TRENCHING AND SHORING MANUAL" PUBLISHED BY OFFICE OF STRUCTURES, CALTRANS.
- THESE DRAWINGS ARE BASED ON AND MUST BE READ IN CONJUNCTION WITH 706 SANTA CRUZ AVE. MENLO PARK ARCHITECTURAL REVIEW PLAN DATED MAY 13, 2019 BY FORM4 ARCHITECTURE.
- THE DATA FOR THE ALIGNMENT OF THE WALL, ITS GEOMETRY AND ELEVATIONS ARE FOR REFERENCE ONLY AND ARE BASED ON THE INFORMATION GIVEN ON FOUNDATION PLANS. THE GENERAL CONTRACTOR IS TO VERIFY ALL DIMENSIONS, OFFSETS, ELEVATIONS AND CONDITIONS AT THE SITE AND REPORT ANY DISCREPANCIES AND LACK OF COORDINATION BETWEEN THESE DRAWINGS AND FOUNDATION PLAN TO THE EARTH RETENTION ENGINEER, PB&A INC., IN A TIMELY MANNER.
- LINES AND GRADES SHALL BE ESTABLISHED BY THE GENERAL CONTRACTOR TO INSURE PROPER HORIZONTAL ALIGNMENT OF WALL AND LOCATION OF THE SOLDIER BEAMS.
- THE GENERAL CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES AND OTHER OBSTACLES. ALL EXISTING UTILITIES SHOWN ON THESE PLANS ARE FOR REFERENCE ONLY. GENERAL CONTRACTOR IS RESPONSIBLE TO POTHOLE ALL UTILITIES (AS NEEDED) BEFORE SHORING WALL CONSTRUCTION IS TO BEGIN. GENERAL CONTRACTOR IS TO REPORT ALL INTERFERENCES BETWEEN THE UTILITIES OR OTHER OBSTACLE WITH THE SOLDIER BEAM AND TIEBACKS TO THE SHORING ENG., PB&A IN A TIMELY MANNER.
- THE SHORING SYSTEM IS DESIGNED FOR A SURCHARGE WHICH INCLUDES REGULAR TRAFFIC LOADING AND LIGHT WEIGHT CONSTRUCTION EQUIPMENT, SUCH AS CONCRETE TRUCKS, ETC. CRANES AND DRILLED RIG EXCLUDED. HEAVY CONSTRUCTION EQUIPMENT IS TO BE KEPT A DISTANCE EQUIVALENT TO THE DEPTH OF THE EXCAVATION AWAY FROM THE EDGE OF THE RETAINING WALL.

DESIGN CRITERIA

THE DESIGN OF THE EARTH RETENTION SYSTEM IS BASED ON THE TEST BORING LOGS AND THE INFORMATION CONTAINED IN THE "GEOTECHNICAL INVESTIGATION FOR MIXED-USE BUILDING 706-716 SANTA CRUZ AVENUE MENLO PARK, CALIFORNIA 94025", DATED DECEMBER, 2015, PREPARED BY ROMIG ENGINEERS, INC.

MATERIALS-SOLDIER BEAM, AND TIEBACKS:

- TIEBACK ANCHORS SHALL BE 0.6" DIA. 7-WIRE, LOW RELAXATION 270 KSI STRAND CONFORMING TO ASTM A416.
- TIE ROD SHALL BE THREADED BAR TO CONFORM TO ASTM A722 GRADE 150.
- BAR COUPLERS SHALL DEVELOP THE FULL ULTIMATE TENSILE STRENGTH OF THE BAR AS CERTIFIED BY THE MANUFACTURER.
- CENTRALIZERS - MANUFACTURED FROM PVC PIPING.
- STRUCTURAL STEEL FOR WIDE FLANGE SOLDIER BEAMS SHALL CONFORM TO ASTM A36 OR EQUAL GRADE.
- STRUCTURAL STEEL FOR MISCELLANEOUS ITEMS SUCH AS STIFFENER AND BEARING PLATES PACKING, ANGLES, CONFORM TO THE REQUIREMENTS OF ASTM A36.
- GROUT USED IN TIEBACKS SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,000 P.S.I. MIN. 6 SACKS OF CEMENT PER CUBIC YARD.
- ALL WELDING SHALL CONFORM TO A.W.S. STANDARDS AND BE DONE BY CERTIFIED WELDERS HAVING A CURRENT CERTIFICATION & USING E70XX ELECTRODES.
- LAGGING SHALL BE D.F. #2.
- LEAN CONCRETE MIX FOR BACKFILLING THE DRILLED HOLE BEAM EMBEDMENT BELOW THE BOTTOM OF THE EXCAVATION IS TO CONTAIN MIN. 2 SACK OF CEMENT PER CU. YD. OF CONCRETE.

CONSTRUCTION PROCEDURE FOR TIEBACK SOLDIER BEAM SHORING

- DRILL HOLES FOR SOLDIER BEAMS AT THE LOCATION AND TO THE DEPTH AS INDICATED ON THE PLANS.
- BACKFILL THE DRILLED HOLE BELOW AND ABOVE THE BOTTOM OF THE EXCAVATION WITH LEAN CONCRETE MIX PER NOTE 10 ABOVE.
- EXCAVATE AND PLACE LAGGING TO PREVENT LOSS OF GROUND. PLACEMENT OF LAGGING BELOW THE DEPTH OF 20' MAY CEASE, W/ WRITTEN PERMISSION FROM THE SHORING ENGINEER IN APPROPRIATE LOCATIONS AND AS GROUND CONDITIONS WARRANT.
- STEEL PLATE LAGGING MAY BE USED ABOVE TIEBACK LOCATION FOR TIEBACK BEAMS AND FOR THE ENTIRE DEPTH OF EXCAVATION FOR THE CANTILEVER BEAMS.
- CONTINUE TO EXCAVATE TO NOT MORE THAN 1'-6" BELOW THE LEVEL OF THE TIEBACK OR AS SOIL PERMITS. THEN DRILL HOLE FOR THE TIEBACKS TO THE SUGGESTED DEPTH AS NECESSARY. FILL THE DRILLED HOLE THROUGH OUT WITH GROUT TIEBACKS MAY BE REGROUTED AS NECESSARY TO ASSURE COMPLIANCE WITH THE TESTING SCHEDULE.
- EXCAVATION IS TO PROCEED IN LIFTS AS SOIL STABILITY ALLOWS, (5' MAX.). AN APPROPRIATE BERM IS TO BE CREATED SO THAT THE DRILL RIG CAN DRILL THE HOLE FOR THE TIEBACKS.
- TEST TIEBACKS NO EARLIER THAN 3 DAYS AFTER GROUTING ACCORDING TO THE PROCEDURE DESCRIBED ON THIS SHEET.
- CONTINUE EXCAVATION AND LAG.
- ANY LOSS OF GROUND FROM BEHIND LAGGING IS TO BE REPLACED WITH LEAN MIX OF CEMENT SAND SLURRY.

TIEBACK TESTING PROCEDURE:

EVERY TIEBACK SHALL BE PROOF TESTED. TESTING SHALL BE PERFORMED BY INCREMENTALLY LOADING THE TIEBACK IN ACCORDANCE WITH THE SCHEDULES SHOWN ON PLANS. AT EACH LOAD INCREMENT THE MOVEMENT OF THE END OF THE TIEBACK SHALL BE RECORDED TO THE NEAREST .001" WITH RESPECT TO AN INDEPENDENT FIXED REFERENCE POINT NOT ATTACHED TO THE SHORING WALL. THE ANCHOR LOAD SHALL BE MEASURED WITH A PRESSURE GAUGE CALIBRATED WITH THE JACK, WHICH SHALL BE ACCURATE ENOUGH TO READ 200 PSI CHANGES IN HYDRAULIC PRESSURE, OR A 4-KIP (4000 POUNDS) DIFFERENTIAL IN FORCE, WHICHEVER IS THE LESSER. THE PUMP SHALL BE CAPABLE OF APPLYING EACH LOAD INCREMENT IN LESS THAN ONE MINUTE, AND SHALL MAINTAIN THE TEST LOAD AS REQUIRED DUE TO CREEP OF THE TIEBACKS AND/OR MOVEMENT OF THE WALL.

FOR EACH PROOF TEST THE FOLLOWING INFORMATION SHALL BE RECORDED:

- TIEBACK NUMBER AND LOCATION.
  - INSTALLED FREE LENGTH AND BONDED LENGTH OF THE TIEBACK.
- DURING TIEBACK TESTING, THE FOLLOWING INFORMATION SHALL BE RECORDED FOR EACH LOAD INCREMENT AND CORRESPONDING OBSERVATION PERIOD:
- LOAD SEQUENCE NUMBER AND % OF DESIGN LOAD; MAXIMUM LOAD PER SCHEDULE.
  - DIAL PRESSURE AND CORRESPONDING LOAD IN KIPS (200 PSI INCREMENTS).
  - OBSERVATION PERIOD IN MINUTES AND/OR SECONDS FROM THE TIME AT WHICH THE SPECIFIED LOAD IS REACHED.
  - MOVEMENT OF THE END OF THE TIEBACKS TO THE NEAREST .001 INCH. ZERO MOVEMENT SHALL BE ASSUMED AT THE INITIAL ALIGNMENT LOAD (AL), WHICH IS SEQUENCE NUMBER 1.

PROOF TEST

THE PROOF TESTS SHALL BE PERFORMED BY INCREMENTALLY LOADING THE TIEBACKS IN ACCORDANCE WITH THE PROOF TEST SCHEDULE SHOWN ABOVE. AT EACH INCREMENT OF THE LOAD SHALL BE MAINTAINED UNTIL THE RATE OF TIEBACK MOVEMENT IS CLEARLY APPROACHING ZERO. THE MINIMUM OBSERVATION PERIOD SHALL BE ONE MINUTE. THE 125% DL MAXIMUM TEST LOAD SHALL BE HELD FOR AT LEAST 10 MINUTES, AND AS MUCH AS 60 MINUTES, AS DESCRIBED BELOW. FOR FINAL SEQUENCE MAXIMUM TEST LOAD, THE TIEBACK SHALL BE LOADED TO 125% DESIGN LOAD AND THE TIEBACK MOVEMENT SHALL BE RECORDED FOR OBSERVATION PERIODS OF 1, 2, 3, 4, 5, 7, AND 10 MINUTES. IF THE TOTAL ELONGATION BETWEEN 1 MINUTE AND 10 MINUTES DOES NOT EXCEED .04 INCHES, THEN THE TIEBACK SHALL BE CONSIDERED ACCEPTABLE AND THE TEST MAY BE DISCONTINUED. IF THE ELONGATION BETWEEN 1 MINUTE AND 10 MINUTES EXCEEDS .04 INCHES, THEN MONITORING OF TIEBACK MOVEMENT SHALL CONTINUE FOR AN ADDITIONAL 50 MINUTES, WITH MOVEMENTS RECORDED AT 15, 20, 25, 30, 45 AND 60 MINUTES SO THAT A CREEP CURVE CAN BE PLOTTED. AT THE END OF THE PROOF TEST THE TIEBACK SHALL BE LOCKED OFF AT LOCK-OFF LOAD, AS SPECIFIED IN THE SCHEDULE. THE MAXIMUM 125% DL TEST LOAD ELONGATION IS MEASURED FOR 60 MINUTES, THE TIEBACK WILL BE CONSIDERED ACCEPTABLE IF THE ELONGATION DOES NOT EXCEED 0.08".

PROOF TEST SCHEDULE
LOADING SEQUENCE
ALIGNMENT LOAD
0.25 DESIGN LOAD
0.50 DESIGN LOAD
0.75 DESIGN LOAD
1.00 DESIGN LOAD
1.25 DESIGN LOAD

DRAWING LISTS

- SH1.0 GENERAL NOTES
- SH2.0 SHORING KEY PLAN
- SH3.0 PLAN & ELEVATION
- SH3.1 PLAN & ELEVATION
- SH3.2 PLAN & ELEVATION
- SH3.3 PLAN & ELEVATION
- SH3.4 PLAN & ELEVATION
- SH3.5 PLAN & ELEVATION
- SH4.0 SECTION



ALL SOLDIER PILES TO BE LOCATED OUTSIDE OF THE PUBLIC RIGHT OF WAY AND WITHIN PROPERTY LINES PER CITY OF MENLO PARK REQUIREMENTS

PRELIMINARY DESIGN NOT FOR CONSTRUCTION

PREPARED FOR: PBA & A INC. 706-716 SANTA CRUZ AVENUE  
 SHEET: SH-200  
 DATE: 06-24-2019  
 PROJECT: MIXED USE BUILDING 706-716 SANTA CRUZ AVENUE  
 DRAWN BY: [ ]  
 CHECKED BY: [ ]  
 APPROVED BY: [ ]  
 SCALE: [ ]  
 NOTES: [ ]



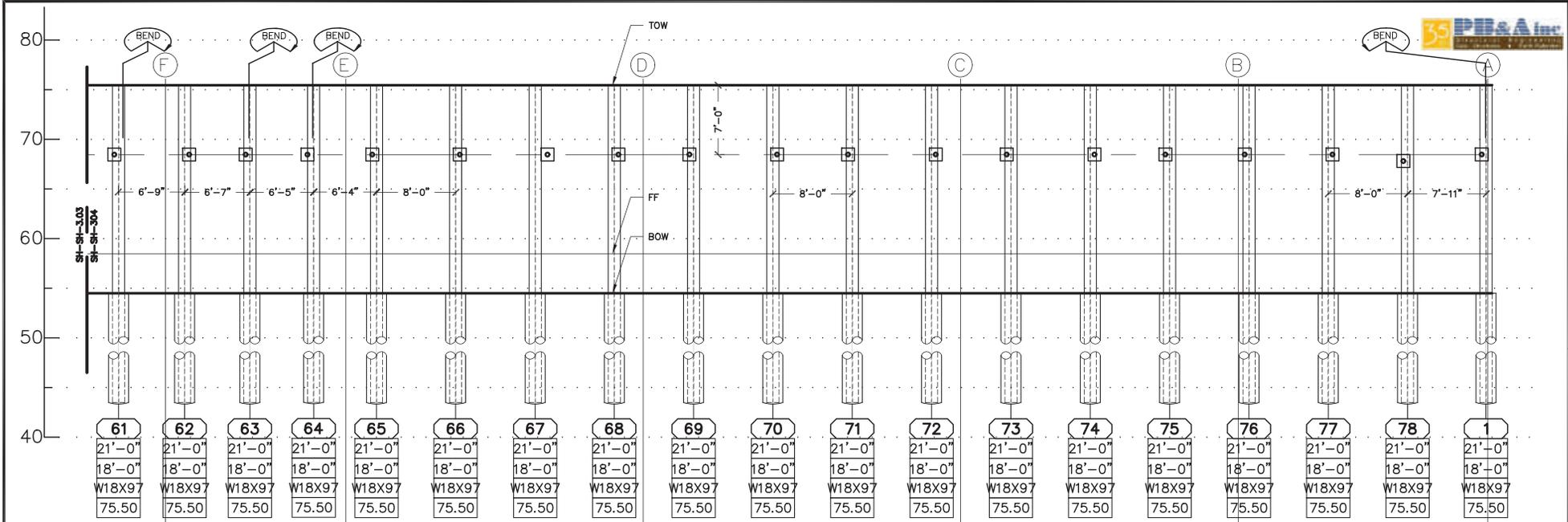




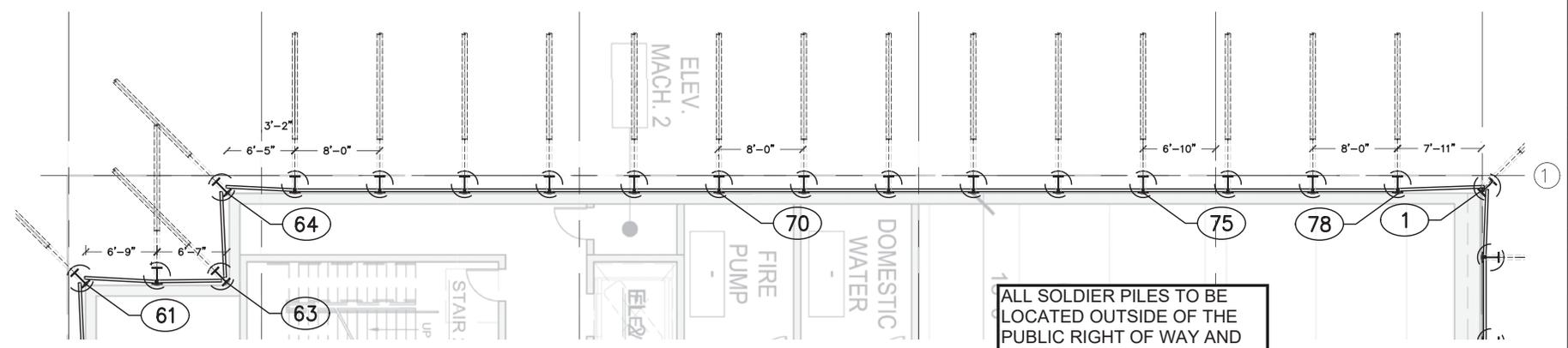








**1 ELEVATION VIEW**  
SCALE: 1" = 10'-0"



**2 PLAN VIEW**  
SCALE: 1" = 10'-0"

ALL SOLDIER PILES TO BE LOCATED OUTSIDE OF THE PUBLIC RIGHT OF WAY AND WITHIN PROPERTY LINES PER CITY OF MENLO PARK REQUIREMENTS

PRELIMINARY DESIGN NOT FOR CONSTRUCTION

35 PBA Inc.

PREPARED FOR: **TEMPORARY SHORING PLAN**  
ELEVATION

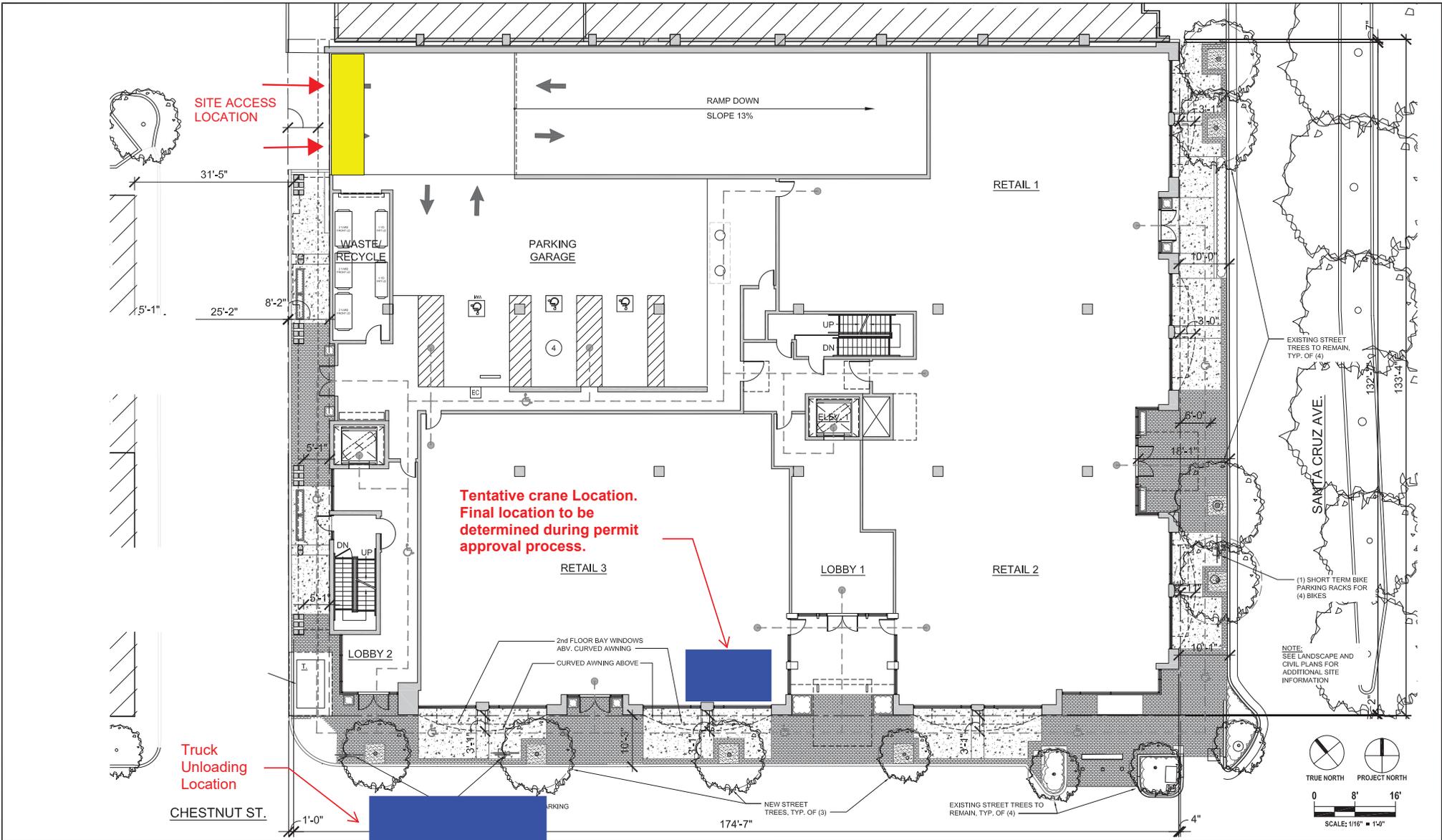
PACIFIC

170401  
06-24-2019

706-716 SANTA CRUZ AVENUE

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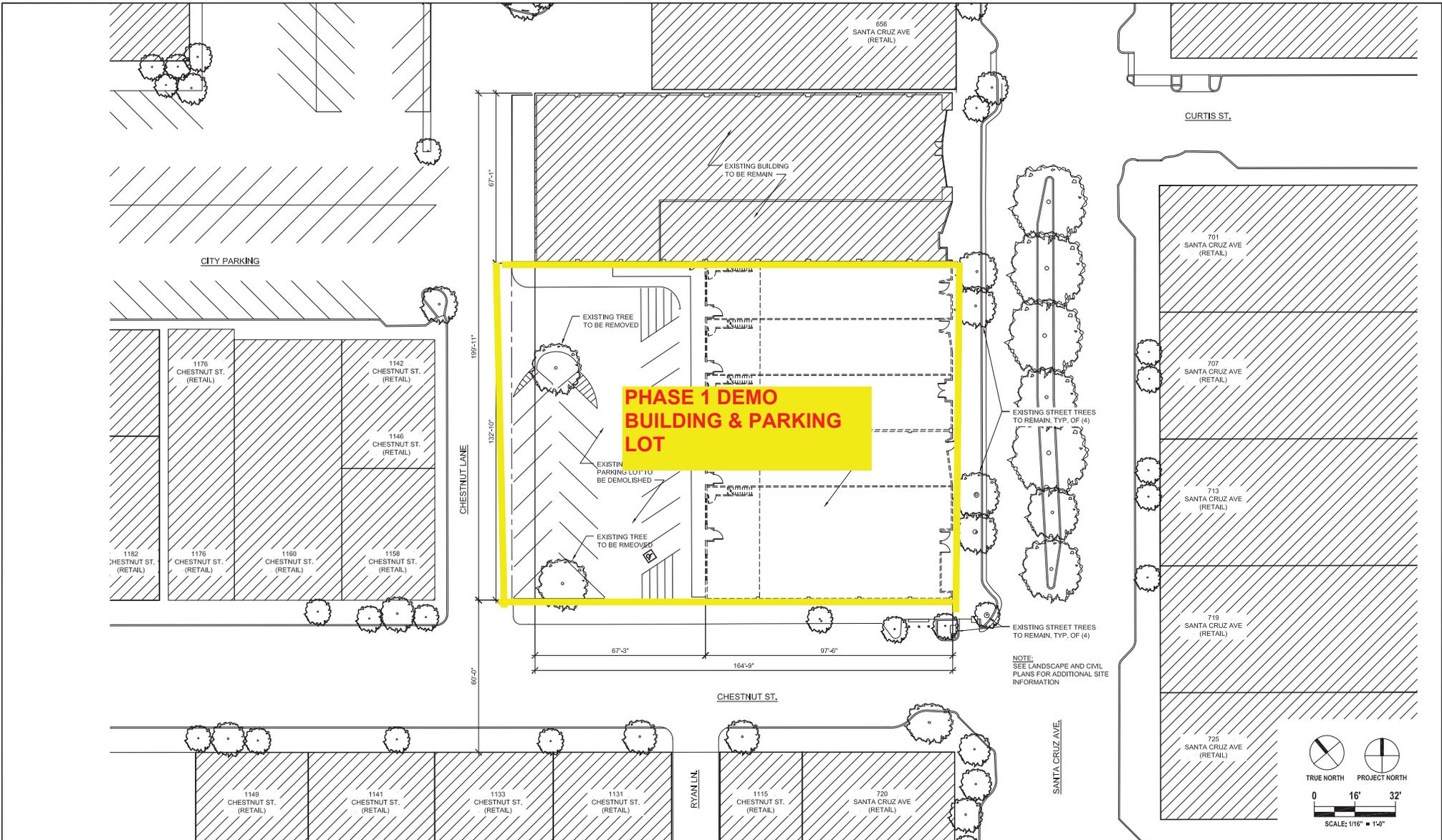




706 SANTA CRUZ AVE. MENLO PARK, CA

**\*ALL MATERIAL TO BE JUST IN TIME DELIVERY UNTIL UNDERGROUND BASEMENT IS CONSTRUCTED WITH WORKING FIRE SPRINKLERS.**

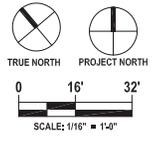
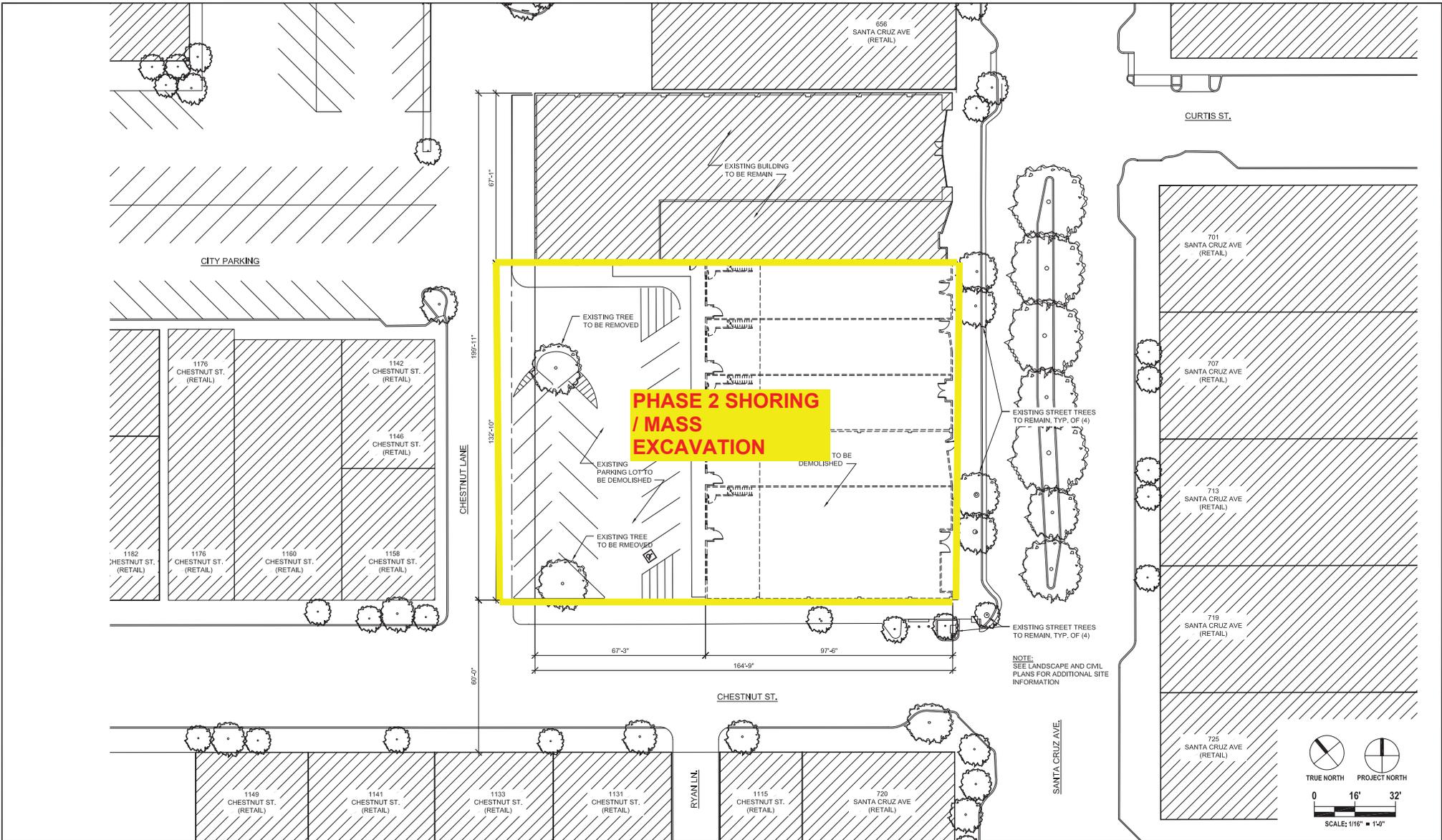
CP-1



706 Santa Cruz Ave. Menlo Park, CA

Phase 1 Demo Building & Parking Lot Area

CP-2

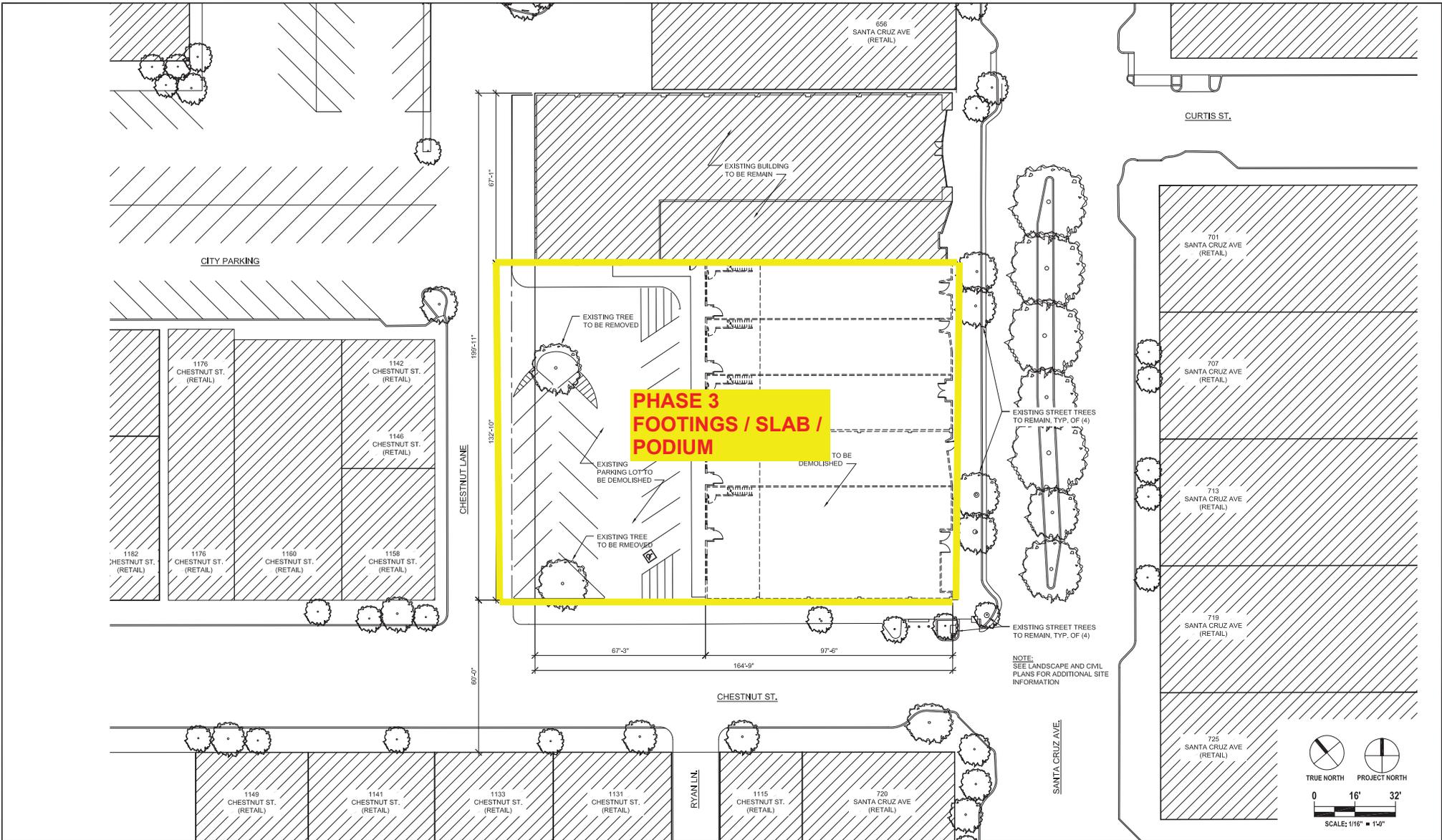


706 Santa Cruz Ave. Menlo Park, CA

**PHASE 2 SHORING AND MASS EXCAVATION**

**CP-3**

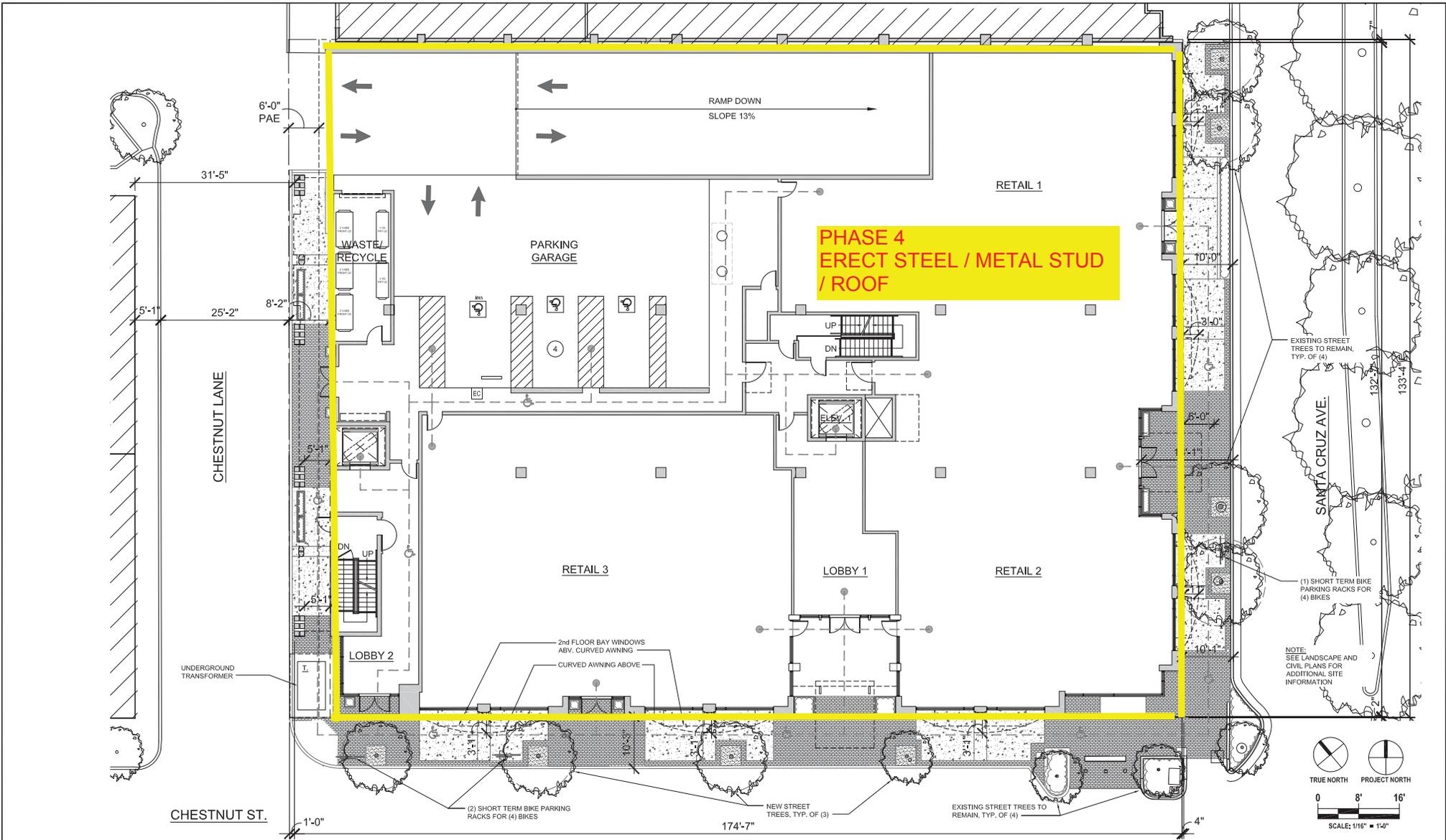




706 Santa Cruz Ave. Menlo Park, CA

**PHASE 3 FOOTINGS / SLAB / PODIUM**

**CP-4**



706 SANTA CRUZ AVE. MENLO PARK, CA

Phase 4 - Erect Steel / Metal Stud / Roof

CP-5





8/17/2019

6/17/2019

706 Santa Cruz Ave, Menlo Park, CA 94025 to 1120 Merrill Street, Menlo Park, CA

Drive 0.4 mile, 4 min

### Preliminary Parking Management

#### Overall Notes

The intent of this plan is to address the different phases of parking during the 706 Santa Cruz Ave. project located in Menlo Park, Ca. This is preliminary as details, means, methods and schedule durations are currently being defined as we begin the demolition and construction process.

#### Phase 1 Demo

The phase 1 demo phase of this project, all subcontractors and workers will be encouraged to park offsite at the Cal Trans station which is 0.3 miles from the jobsite. All residential areas will be off limits to our subcontractors. Also, all workers will be encouraged to carpool to the site. Ownership is also researching options / possibilities of renting nearby parking lot spaces.

#### Pre-Construction and Construction Phase

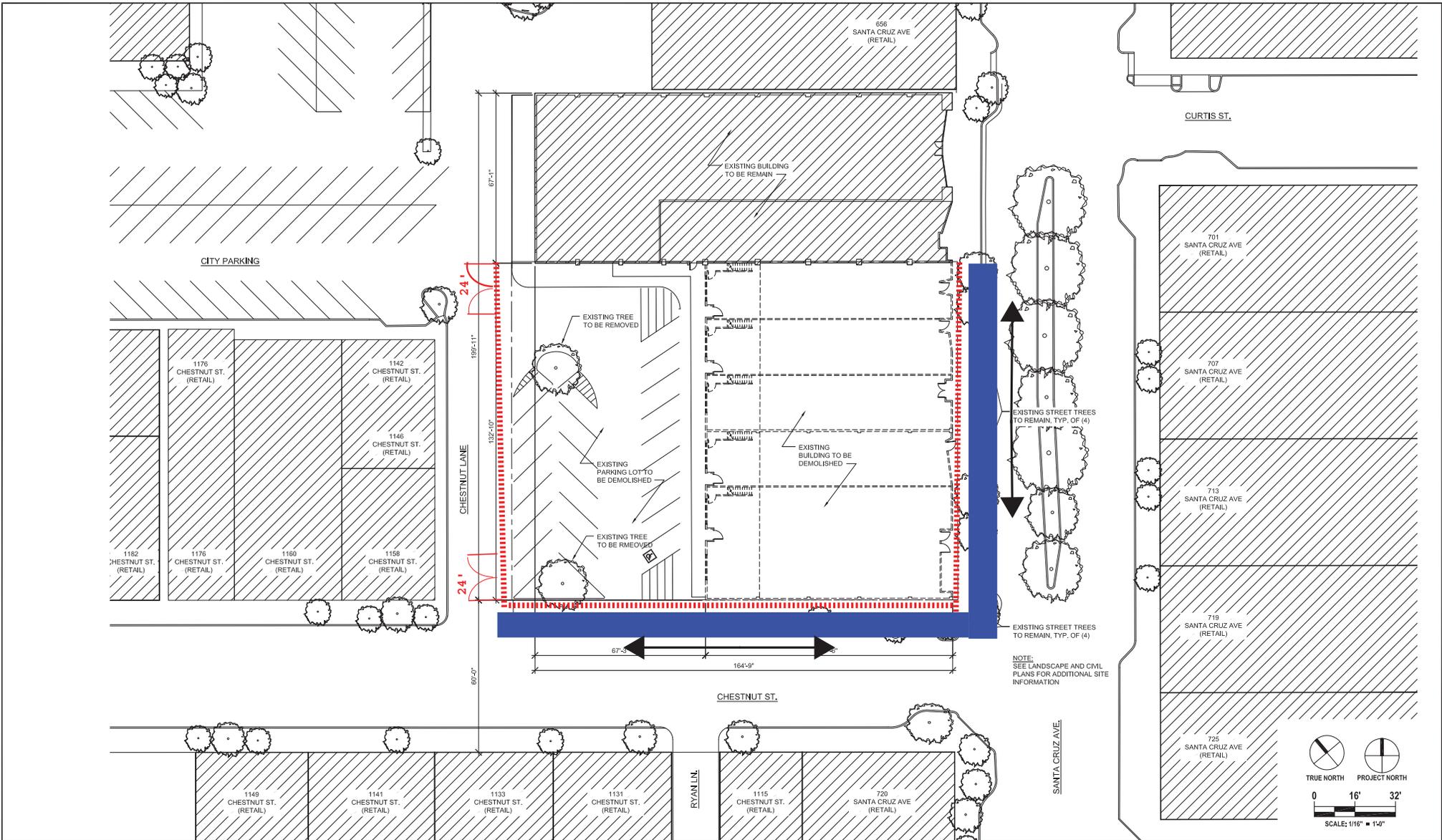
During the 16-month duration of this project SBC will encourage all workers to park offsite at the Cal Trans station which is 0.3 miles from the jobsite. Notices and maps for the Cal Trans location and fees will be posted in our jobsite trailer and will be conveyed in all SBC / subcontractor meetings. SBC will require the subcontractors to provide a monthly public transit/carpooling fee within their bids. Ownership is also researching options / possibilities of renting nearby parking lot spaces. All residential areas will be off limits. SBC will also encourage subcontractors that will be working on this project to carpool to the site.



Project: 706 Santa Cruz Ave. Menlo Park, CA

All parking to be offsite in the Menlo Park Caltrans station parking lot located at 1120 Merrill St. Menlo Park, CA 94025

○ Jobsite 706 Santa Cruz Ave to Caltrans Station 1120 Merrill St. Menlo Park, CA (0.4 miles)



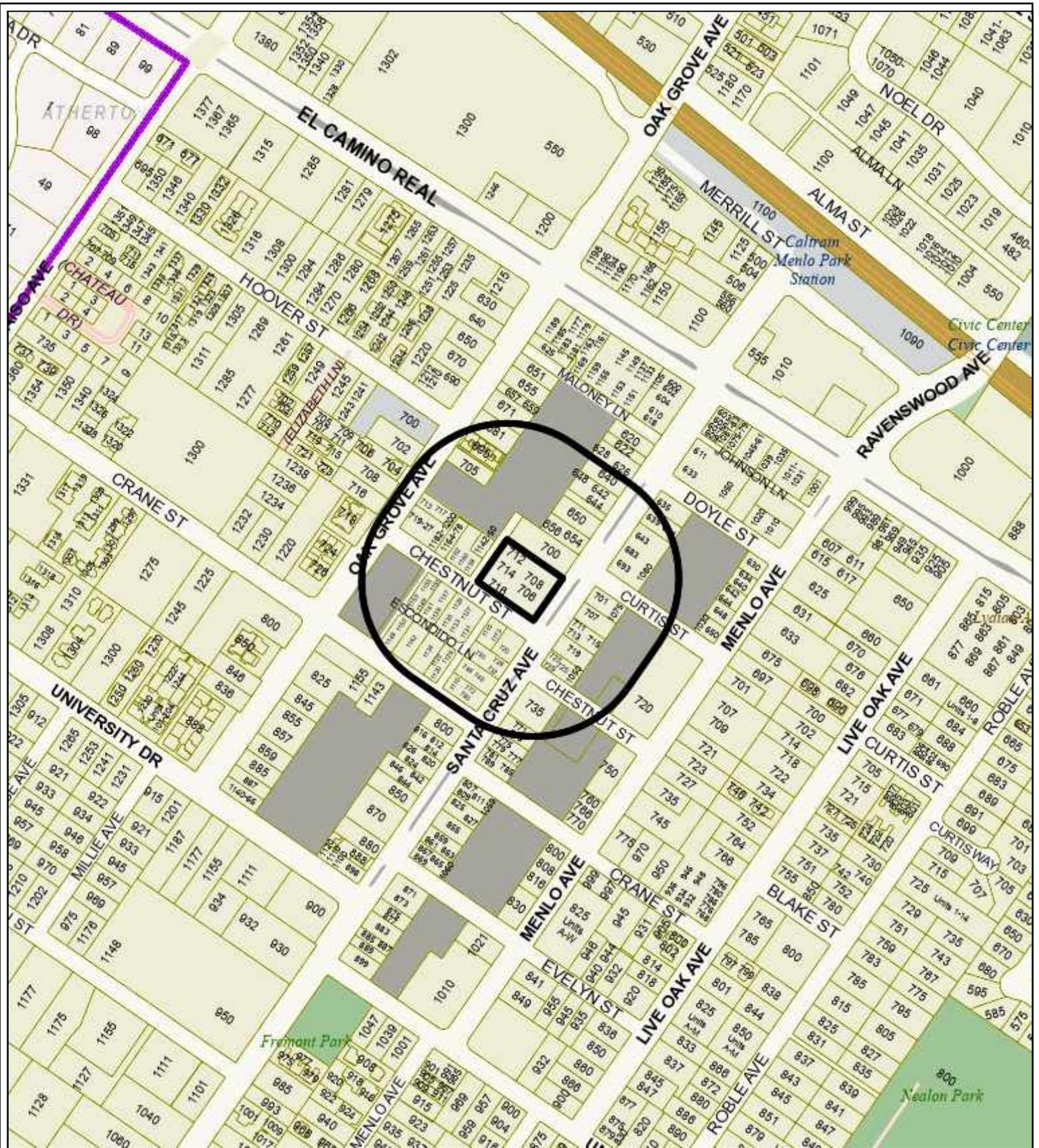
706 Santa Cruz Ave. Menlo Park, CA

 Fencing

 Pedestrian/ Scaffold Tunnel

CP-8

<b>LOCATION:</b> 706-716 Santa Cruz Avenue	<b>APPLICATION:</b> PLN20222-00006	<b>APPLICANT:</b> Phillip Hyndman	<b>OWNER:</b> 706-716 Santa Cruz Ave, LLC
<b>PROJECT CONDITIONS – VESTING TENTATIVE MAP EXTENSION:</b>			
1. The vesting tentative map extension shall be subject to all conditions that were included in the City's Council's January 28, 2020 approval of the vesting tentative map and associated entitlements, except that the expiration date of the vesting tentative map is extended to January 28, 2024.			



City of Menlo Park  
 Location Map  
 706 Santa Cruz Avenue



Scale: 1:4,000

Drawn By: FNK

Checked By: CDS

Date: 7/26/2022

Sheet: 1

# 706 SANTA CRUZ

ARCHITECTURAL REVIEW

706 Santa Cruz Ave., LLC.



FORM4 ARCHITECTURE • THE GUZZARDO PARTNERSHIP • KIER & WRIGHT • ADAPTURE • INTERFACE ENGINEERING

## 706 SANTA CRUZ AVE. MENLO PARK

Architectural Review  
706 Santa Cruz Ave., LLC.

CS 0.0  
November 25, 2019





# PROJECT DESCRIPTION:

A new three story mixed use building with one and a half levels of below grade parking, ground floor residential and office lobbies, parking & retail; second floor office and balconies; and third floor residential units, office and balconies.

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- CS 0.2 Code Compliance

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- MP 0.2 Street Views Context
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- MP 0.4 Existing Building Elevation Photos
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- CP-5 Phase 4 - Erect Steel / Metal Stud Roof
- CP-6 Phase 5 - Exterior Skin / Interior Build-out
- CP-7 Parking Management
- CP-8 Temporary Fencing & Scaffolding

# PROJECT DATA:

CODE & ZONING	
APN	71102250
ZONING	SP-ECC/D
CONSTRUCTION TYPE	Type II-b
OCCUPANCY	
Parking Levels	
Retail Level 1	
Office Level 2 & 3	
Residential Level 3 (4 units)	
SITE AREA	23,454 sf 0.538 acres

BUILDING AREA NOTES & EXEMPTIONS	
Maximum FAR = 2 FAR	2.0 48,908 sf allowed
Allowable Office Area = 1 FAR	1.0 23,454 sf allowed
Maximum Residential Density	25 units per acre
Exclusion for covered parking	M.P.M.C. section 16.04.325 (C)(3)
Exclusion for Trash & Recycling	M.P.M.C. section 16.04.325 (C)(6)
Exclusion for Area with No AC or Windows	M.P.M.C. section 16.04.325 (C)(1)
Exclusion for Area with Noise Generating Equipment	M.P.M.C. section 16.04.325 (C)(2)
Exclusion for Vent Shafts	M.P.M.C. section 16.04.325 (C)(3)

BUILDING AREA (please see sheet CS 1.1 for graphic depiction of data & detail breakdown)						
	Office	Retail	Residential	FAR Subtotal	Excluded (in FAR)	Total Floor
Parking Level 1	-	-	-	-	22,579	22,579
Parking Level 2	-	-	-	-	7,934	7,934
Ground Floor	914	12,049	1,008	13,972	7,064	71,036
2nd Floor	19,099	-	368	19,366	305	19,471
3rd Floor	1,440	-	10,130	11,570	2,275	15,845
	21,454	12,049	11,405	46,908	29,957	46,865
Percentage of each use:	50.00%	25.69%	24.31%	100.00%		
Allowable Exclusion for Area with No AC or Windows	1,407 sf allowable (3% of gross area)				750 sf proposed	
Allowable Exclusion for Area with Noise Generating Equipment	469 sf allowable (2% of gross area)				157 sf proposed	

PARKING REQUIRED:	
Exemption from Parking Requirement = 1 FAR	23,454 sf
Ground Floor Retail	-12,049 sf
Exemption Credit that may be used on 2nd floor:	11,405 This is the exemption allowed less the retail area of the ground floor.
Total Office Area	23,454 sf
Less exemption credit	-11,405 sf
Office Area to be parked at 3.8 spaces per 1000 sq:	12,049 sf
Office Parking Required:	45.79 spaces
Replace Lost Surface Parking	18 spaces
Residential Requirement (1 per unit)	4 spaces
Total Parking Required	67.79 spaces rounded up to 68 spaces required

PARKING PROVIDED:	
Surface Parking	
Standard	1
ADA	3
	4
Garage Parking	65
Total Parking Provided	69 (68 stalls required)

ELECTRICAL VEHICLE CHARGING	
Credit for 15% of stalls provided	10.35 rounded up to 11 spaces required
Total Standard EV Stalls provided	10
Total Accessible EV Stalls provided	1
Total EV Stalls Provided	11
(5 charging units to 20 stalls at level P1) (see accessible stall at level L1)	

BICYCLE PARKING REQUIRED:	
Short Term at 1/200' Of: 1/5% retail, 1/100 units residen <sup>3</sup>	6
Long Term at 1/10k' Of: 1/200' retail, 1/unit residential	9 (for office & retail a minimum of 2 are required)
Total Required:	15

BICYCLE PARKING PROVIDED:	
Short Term	12 (provided along Chestnut St. & Santa Cruz Ave)
Long Term	10 (provided at Garage Level 1A)
Total Required:	22

706 Santa Cruz Ave  
Garage and Shell Mixed-Use Building



Code Analysis

November 5, 2019

<b>APN #</b>	<b>071-102-250</b>
<b>Project Address:</b>	706-718 Santa Cruz Ave Menlo Park, CA 94025
<b>Legal Jurisdiction:</b>	City of Menlo Park, CA
<b>County:</b>	San Mateo County
<b>Building Codes:</b>	2016 California Building Code, 2016 California Plumbing Code, 2016 California Mechanical Code, 2016 California Electrical Code, 2016 California Fire Code, 2016 California Green Building Code, 2006 California Energy Code City of Menlo Park Building Codes & Ordinances
<b>Construction Type:</b>	Type II-B Shell Office Building
<b>Sprinkler System:</b>	100% Sprinklered (CBC 903.3 / NFPA 13)
<b>Fire Alarm:</b>	Fire Alarm provided (CBC 907)
<b>Building Occupancy:</b>	A-3 occupancy (CBC 303.4 – assembly) B occupancy (CBC 304 – shell office / business) M occupancy (CBC 309 – mercantile) R-2 occupancy (CBC 310.4 – residential) S-2 occupancy (CBC 311.3 – storage / garage)
<b>Net Building Area:</b>	Basement Level P2: 7,934 sf [S-2] Basement Level P1: 22,579 sf [S-2] <b>Total: 30,513 sf</b> Ground Level L1: 20,138 sf [M: 11,817 / S-2: 6,984 sf / B (lobby): 1,400 sf] Level L2: 20,693 sf [B] Level L3: 11,844 sf [B: 2,317 sf / R-2: 9,527 sf] <b>Total: 54,029 sf</b> L3 Roof Deck: 1,485 sf [A-3]

Dev\_CalcAnalysis-GARAGE-OFFICE\_TYPE\_IBL.doc  
1

**Building Area:**

Allowable Building Area per story (CBC 506):

**II-B Construction (separated uses with height increase):**

**II-B for "A-3" Occupancy (CBC 506):**  
SM = 9,500 sf (with height increase)

**II-B for "B" Occupancy (CBC 506):**  
SM = 69,000 sf

**II-B for "M" Occupancy (CBC 506):**  
SM = 37,500 sf

**II-B for "R-2" Occupancy (CBC 506):**  
SM = 16,000 sf (with height increase)

**II-B for "S-2" Occupancy (CBC 506):**  
S1 = 104,000 sf & S2 = 78,000 sf

**Building Height – II-B Construction:**

Allowable Building Height (CBC 504):

**II-B for "A-3" Occupancy (CBC 506):**

Ht = 75 ft / Stories = 3 (height increase from 2 to 3 stories)

**II-B for "B" Occupancy (CBC 506):**  
Ht = 75 ft / Stories = 4

**II-B for "M" Occupancy (CBC 506):**  
Ht = 75 ft / Stories = 3

**II-B for "R-2" Occupancy (CBC 506):**  
Ht = 75 ft / Stories = 5 (without area increase)

**II-B for "S-2" Occupancy (CBC 506):**  
Ht = 75 ft / Stories = 4

**Separated Occupancies Allowable Area and Height**

Note: No area increase due to frontage considered.

Garage Basement: 29,494 < 104,000, complies (CBC 506,1.3)

First Floor: 6,984/78,000 + 11,817/37,500 = 0.09 + 0.32 = 0.41 < 1.0

Second Floor: 20,693/69,000 = 0.30 < 1.0

Third Floor: 3,035/69,000 + 9,874/16,000 + 1,485/9,500 = 0.03 + 0.60 + 0.16 = 0.79 < 1.0

Sum of all floor ratios = 0.41 + 0.30 + 0.79 = 1.5 < 3.0

The sum of ratios for each story is less than 1.0 (CBC 506.4.2) and the sum of ratios for all floors is less than 3.0 (CBC 506.2.4), therefore, building area is below allowable and complies with requirements. The proposed building is three stories tall with the highest point of the building at 53'-0" above the grade plane. This complies with the code limits listed above.

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2

**Wall and Shaft Fire Rating Requirements**

Separation by Use (table 508.4):

- S-2 and M 1 hr
- S-2 and B 1 hr
- R-2 and B 1 hr
- R-2 and R-2 1 hr (CBC 708)

Per CBC 420, 708 and 711 wall and floor assembly separating dwelling units shall have a fire resistive rating of 1-hr.

**Garage & Podium Construction Type: II-B**

Per Table 601 any new construction to be:

- Bearing walls- Exlr & Inlr 0 hr
- Structural frame 0 hr
- Partitions (permanent) 0 hr
- Floors & Roof / Podium 0 hr
- Shafts >= 4 Stories 2 hr (CBC 713.4)
- Shafts < 4 Stories 1 hr (CBC 713.4)

Wall framing at Stair 1 & 2 and elevators 1 & 2 shall have 2-hour fire resistive rating.

**Exterior Wall Rating and Openings**

Exterior Wall Rating per Table 602:

- Exterior Wall 0 < 5' 2 hr (M only – table 602)
- Exterior Wall 0 < 10' 1 hr (S to 10' at M)
- Exterior Wall 10' to 30' 0 hr

**Exterior Wall Openings**

Table 705.8

- Separation 0 - 3' Not Permitted
- Separation 15 - 20' 75% (UR, S)
- Separation > 20' No Limit

**Occupant Load and Egress Requirements**

Occupant load per use (table 1004.1.2)

- A-2: Assembly = 15 sf/occ net
- S-2: Parking Garage = 209 sf/occ gross
- M: Mercantile = 60 sf/occ gross
- B: Office = 100 sf/occ gross
- R-2: Residential = 200 sf/occ gross

Maximum occupant load assumed at second floor 'B' occupancy with 10% maximum allowed accessory assembly occupancy:

18,674 \* 0.1 = 1,868 & 18,674 = 1,868 = 16,806 SF

16,806/100 + 1,868/15 = 169 + 125 = 294 occupants total / 147 per exit

18,674/294 = 63.5 SF / OCC.

Stairway minimum width = 147\*0.3 = 44.1' & Minimum width of components = 147\*0.2 = 30'

**Residential Emergency Egress**

CBC Section 1030: 44" max. AFF; 5.7 sf min open area; 24" min high, 20" min. wide.

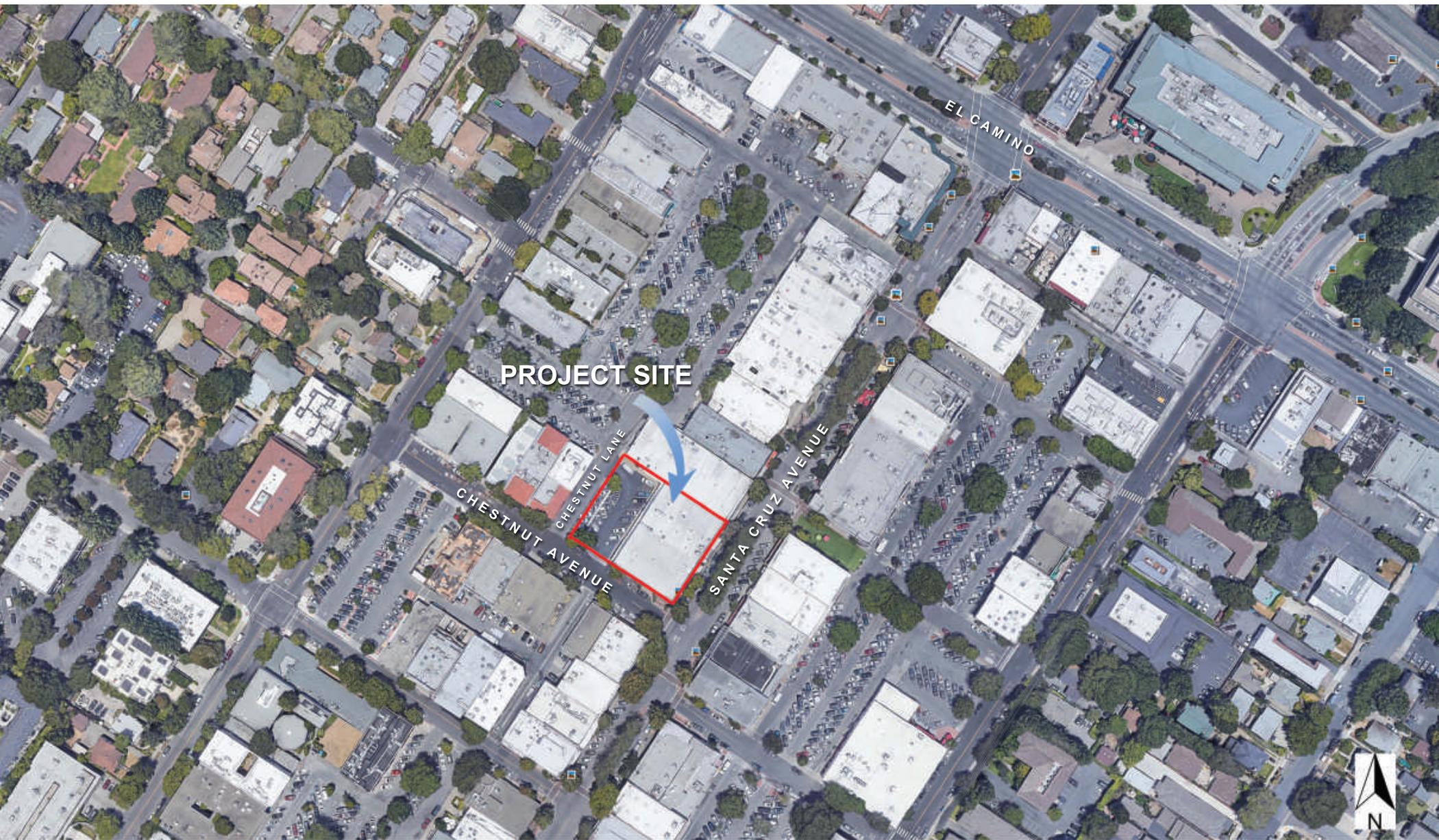
**Residential Ventilation Requirements**

CBC Section 1203.5: 4% of floor area

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3





FORM4 ARCHITECTURE • THE GUZZARDO PARTNERSHIP • KIER & WRIGHT • ADAPTURE • INTERFACE ENGINEERING

# 706 SANTA CRUZ AVE. MENLO PARK

Architectural Review  
706 Santa Cruz Ave., LLC.

VICINITY MAP

MP 0.1  
November 25, 2019





4. Santa Cruz Ave Proposed Streetscape



3. Santa Cruz Ave Existing Streetscape



2. Chestnut St. Proposed Streetscape



1. Chestnut St. Existing Streetscape

FORM4 ARCHITECTURE • THE GUZZARDO PARTNERSHIP • KIER & WRIGHT • ADAPTURE • INTERFACE ENGINEERING

## 706 SANTA CRUZ AVE. MENLO PARK

Architectural Review  
706 Santa Cruz Ave., LLC.

## STREET VIEWS CONTEXT

MP 0.2  
November 25, 2019





1: View looking Southwest down Santa Cruz Ave



2: View looking North at corner of Santa Cruz Ave & Chestnut St.



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# 706 SANTA CRUZ AVE. MENLO PARK

Architectural Review  
706 Santa Cruz Ave., LLC.

## EXISTING SITE PHOTOS

MP 0.3  
November 25, 2019





Existing Building East Elevation



Existing Building South Elevation

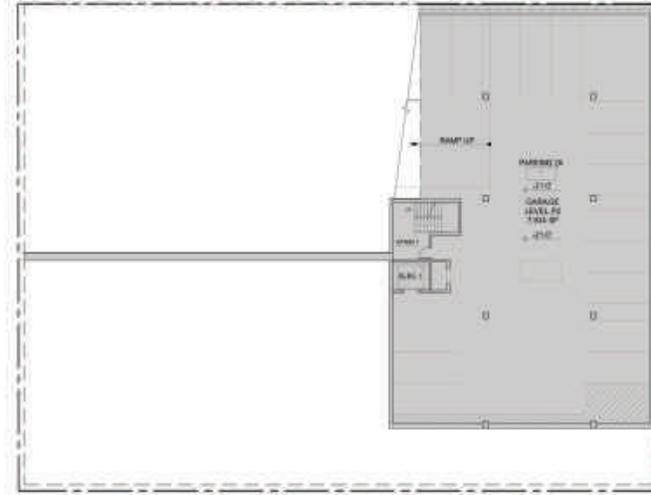


Existing Building West Elevation

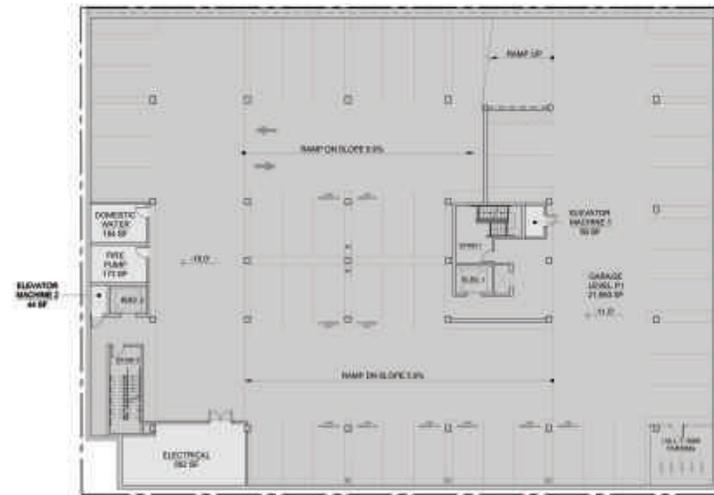


DETAILED AREA SUMMARY								
Garage P1 & P2		AREA	Area Classification					
			OFFICE	RETAIL	RESIDENTIAL	EXCLD	EXCLD 1%	EXCLD 1%
Garage P1		21,900				21,900		
P1 Domestic Water		184						184
P1 Fire Pump		173						173
P1 Electrical Room		562					562	
P1 Elev. Mach. 1		56					56	
P1 Elev. Mach. 2		44					44	
Garage P2		7,934				7,934		
Subtotal:		30,513				29,494	602	357
<b>1st FLOOR</b>								
Covered Parking		6,499				6,499		
Trash Enclosure		426				426		
Mechanical Shaft		55					55	
MDF Room		63						63
Exterior Columns		36	24			12		
Retail 1/2		7,531		7,531				
Retail 3		4,286		4,286				
Lobby 1		634	317	165		152		
Stair 1		260	179			86		
Stair 1 Lobby		259	130	67		62		
Elev 1		104	104					
Lobby 2		907				907		
Inaccessible Spaces		25						25
Stair 2		239	161			78		
Elev 2		111				111		
Subtotal:		21,036	914	12,049	1,008	6,976	88	0
<b>2nd FLOOR</b>								
Office		18,674	18,674					
North Terrace		2,019				2,019		
Exterior Columns		18	12			6		
Inaccessible Spaces		151						151
Elev 1		104	104					
Stair 1		220	148			72		
Elev 2		111				111		
Stair 2		239	161			78		
Mechanical Shaft		105						105
Subtotal:		21,641	19,099	0	264	2,275	0	0
<b>3rd FLOOR</b>								
Office		2,317	2,317					
Balcony 5		1,485				1,485		
Apt 1		2,900			2,900			
Balcony 1		1,187				1,187		
Apt 2		2,274			2,274			
Balcony 2		441				441		
Apt 3		2,354			2,354			
Balcony 3		178				178		
Apt 4		2,399			2,399			
Balcony 4		1,191				1,191		
Hallway		1,044	704			340		
Mechanical Shaft		105						105
Stair 1		222	150			72		
Elev 1		105	105					
Stair 2		244	164			80		
Elev 2		111				111		
Subtotal:		18,157	3,440	0	10,130	4,587	0	0
Total:		23,454	12,049	11,405	43,332	750	357	
FAR Ratio:		0.500	0.257	0.243				
Weighted Ratio:		0.675		0.327				
Total FAR area:		46,908						

F.A.R. SUMMARY	
Site Area:	23,454 sf
Max. FAR:	3.0
Allow Building Area:	46,908 sf
Proposed Building Area:	46,908 sf
Max. Office Area:	23,454 sf (max. office area = 1.0 FAR)
Proposed Office Area:	23,454 sf
Allow. Area Excluded at 3%:	1,407 sf
Proposed Excluded at 3%:	750 sf
Allow. Area Excluded at 1%:	489 sf
Proposed Excluded at 1%:	357 sf



**GARAGE LEVEL P2**



**GARAGE LEVEL P1**

**AREA LEGEND**

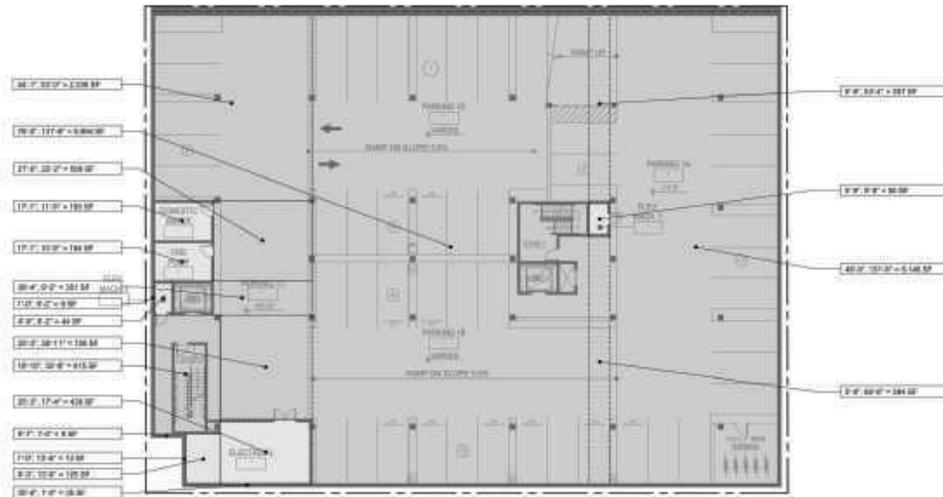
- RETAIL
- OFFICE
- RESIDENTIAL
- SHARED
- EXCLUDED
- 1% & 3% EXCLUDED

TRUE NORTH PROJECT NORTH

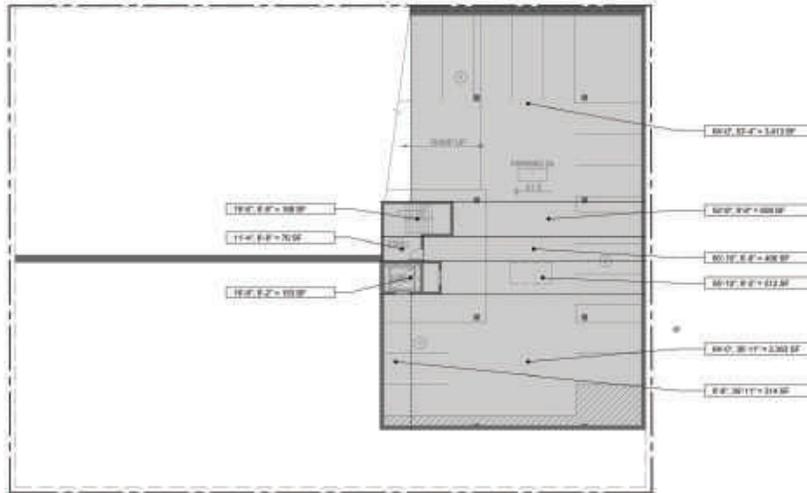
0 16' 32'

SCALE: 1/8" = 1'-0"

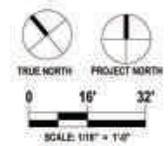
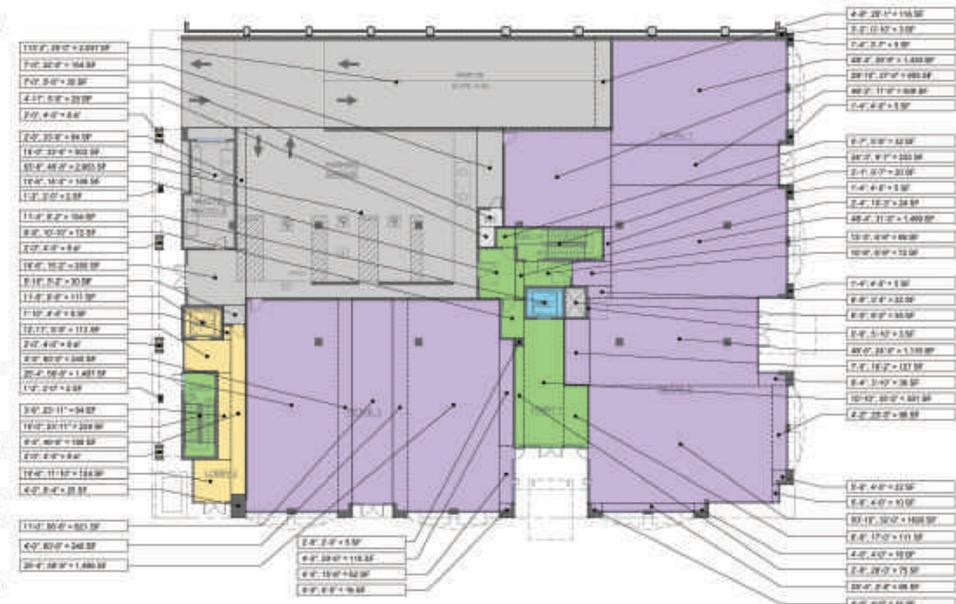




**GARAGE LEVEL P1**

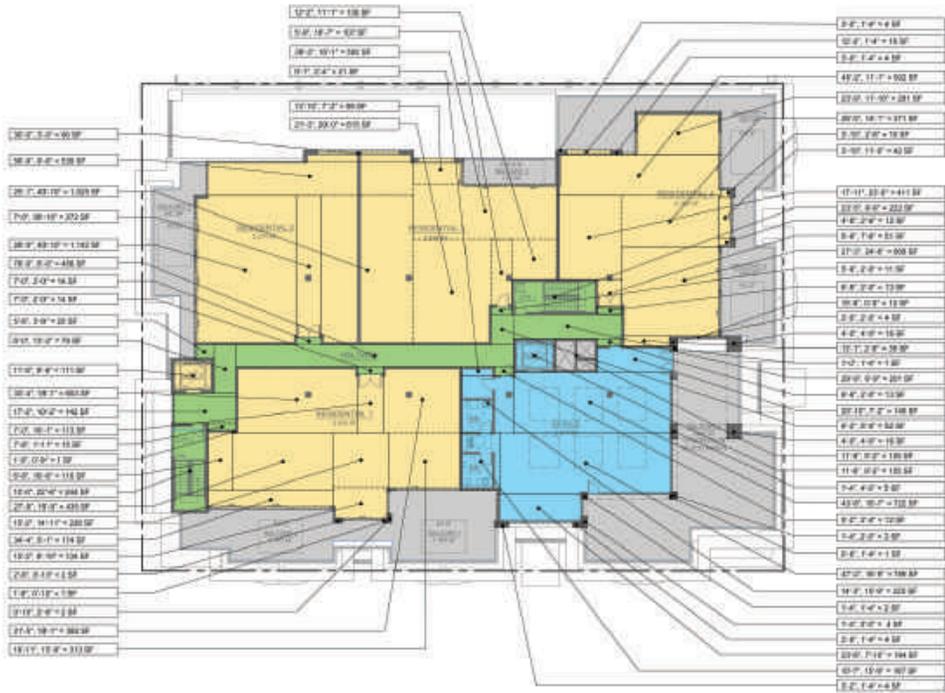


**GARAGE LEVEL P2**

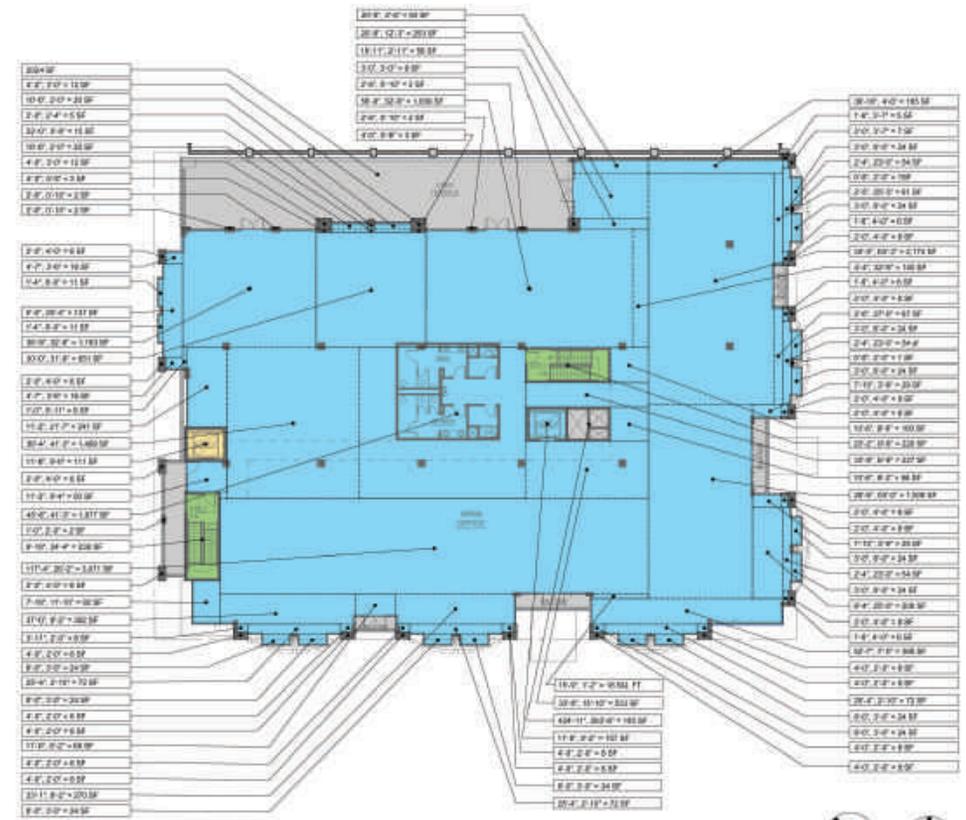


**GROUND FLOOR PLAN**

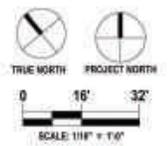
- AREA LEGEND**
- RETAIL
  - OFFICE
  - RESIDENTIAL
  - SHARED
  - EXCLUDED
  - % & TN EXCLUDED



**THIRD FLOOR PLAN**



**SECOND FLOOR PLAN**



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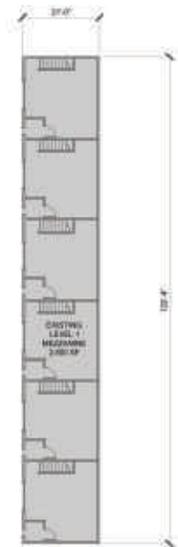
**706 SANTA CRUZ AVE. MENLO PARK**

Architectural Review  
706 Santa Cruz Ave., LLC.

**DETAILED AREA ANALYSIS**  
(see following sheets for enlarged plans)

MP 1.3  
November 25, 2019

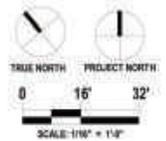




**EXISTING FIRST FLOOR MEZZANINE PLAN - 2,800 SF**



**EXISTING FIRST FLOOR PLAN - 12,375 SF**





Winter Solstice 9am



Winter Solstice 12pm



Winter Solstice 3pm



Summer Solstice 9am



Summer Solstice 12pm



Summer Solstice 3pm

FORM4 ARCHITECTURE • THE GUZZARDO PARTNERSHIP • KIER & WRIGHT • ADAPTURE • INTERFACE ENGINEERING

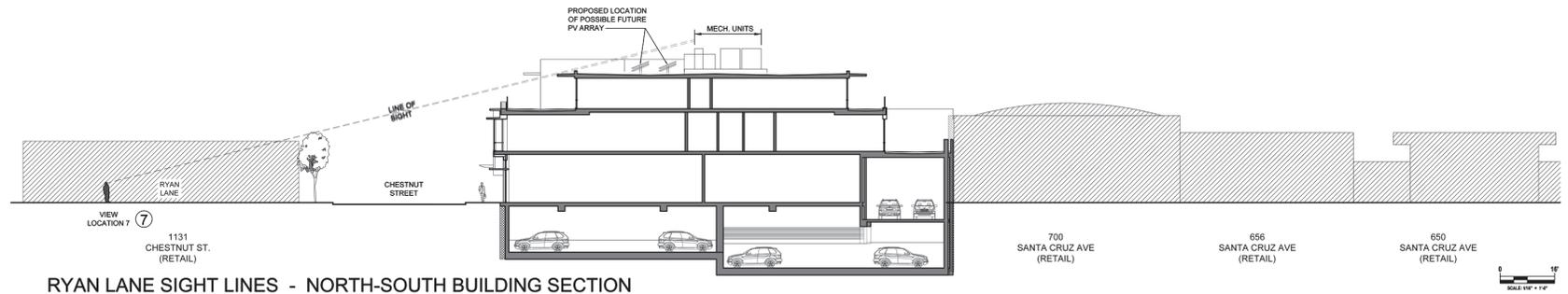
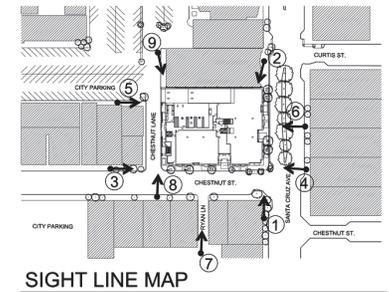
# 706 SANTA CRUZ AVE. MENLO PARK

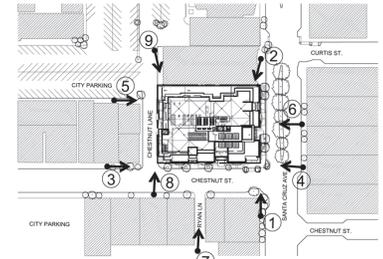
Architectural Review  
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## SHADOW STUDY

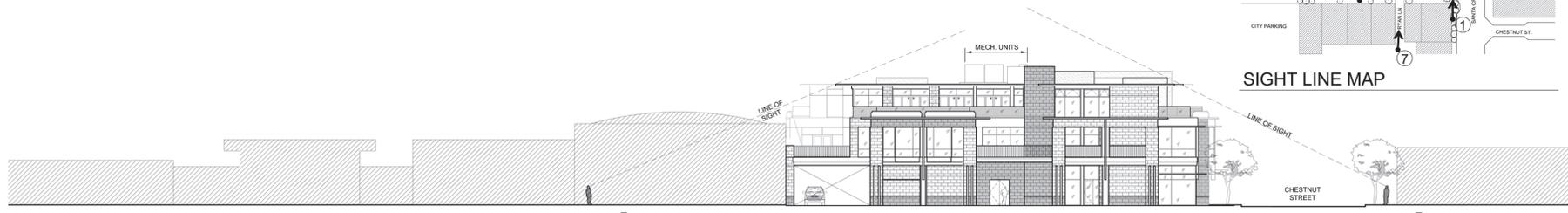
MP 2.1  
November 25, 2019



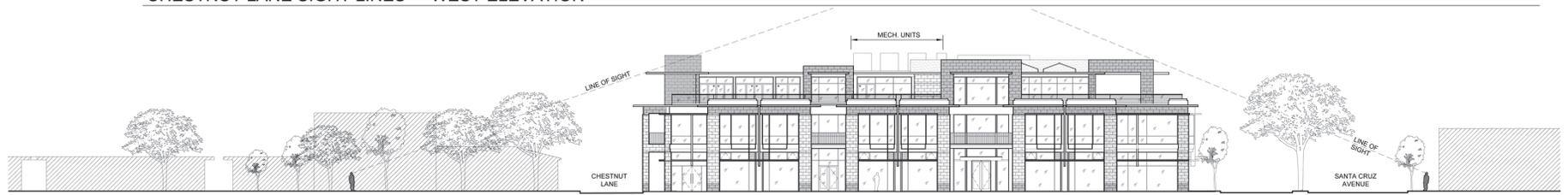




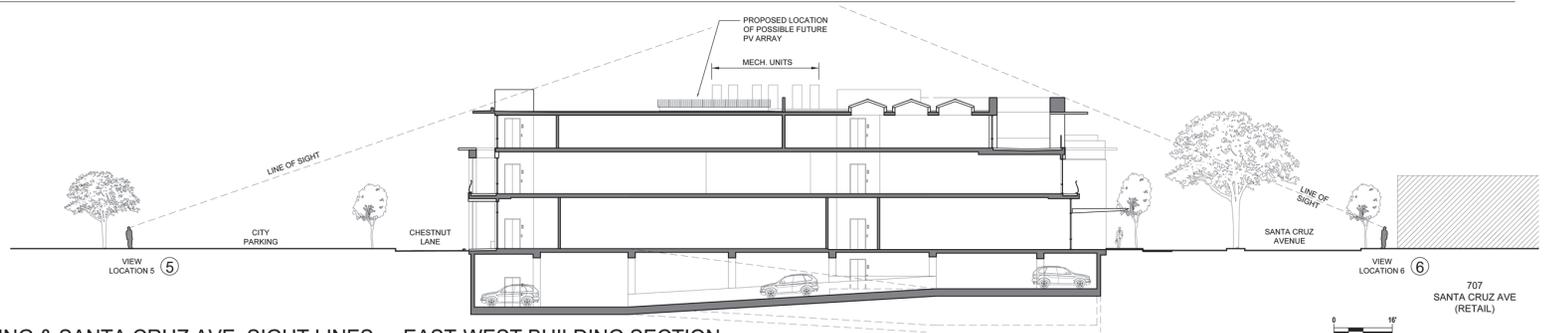
SIGHT LINE MAP



CHESTNUT LANE SIGHT LINES - WEST ELEVATION



CHESTNUT STREET SIGHT LINES - SOUTH ELEVATION



CITY PARKING & SANTA CRUZ AVE. SIGHT LINES - EAST-WEST BUILDING SECTION



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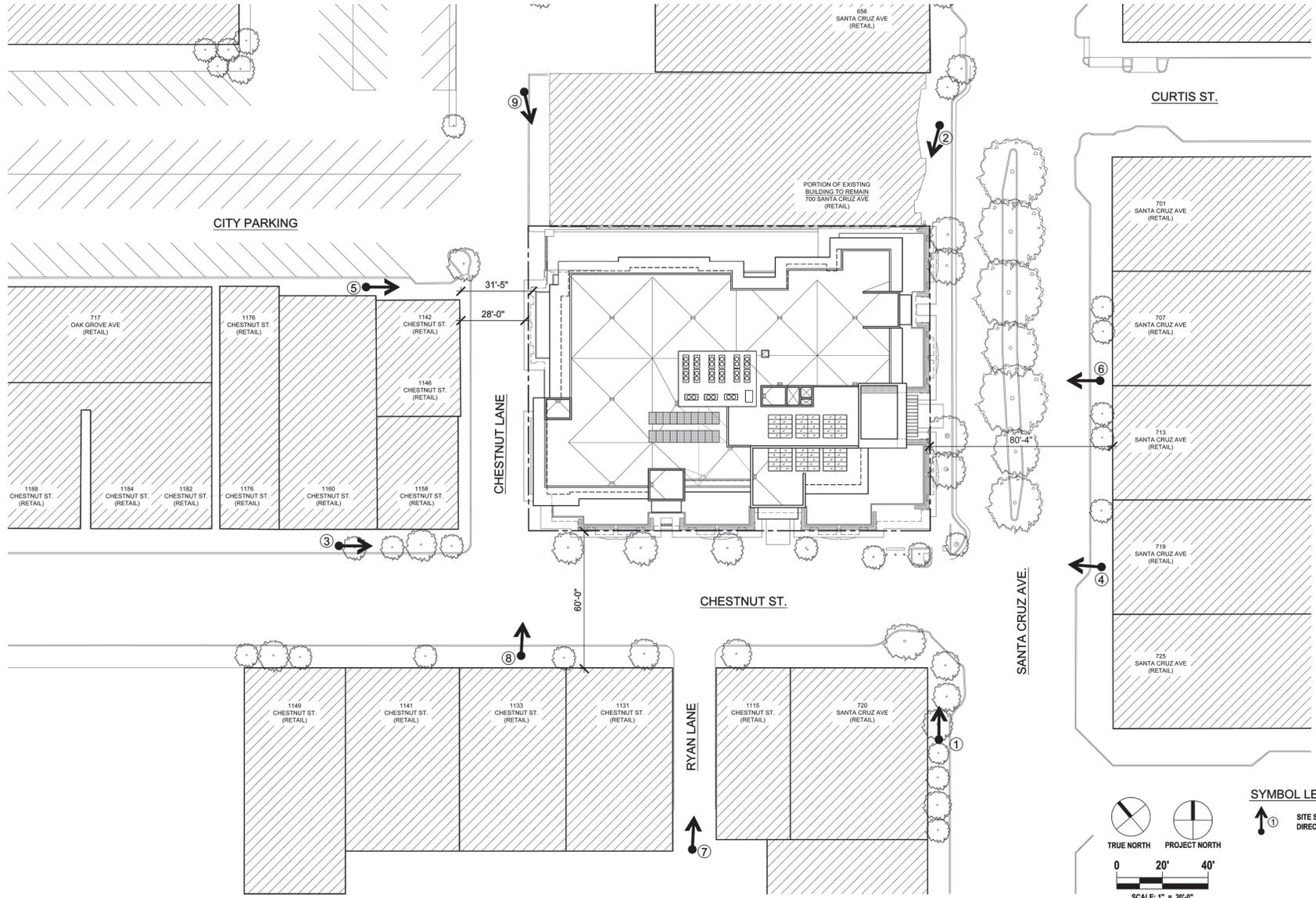
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## SITE LINE STUDY

MP 3.1  
November 25, 2019





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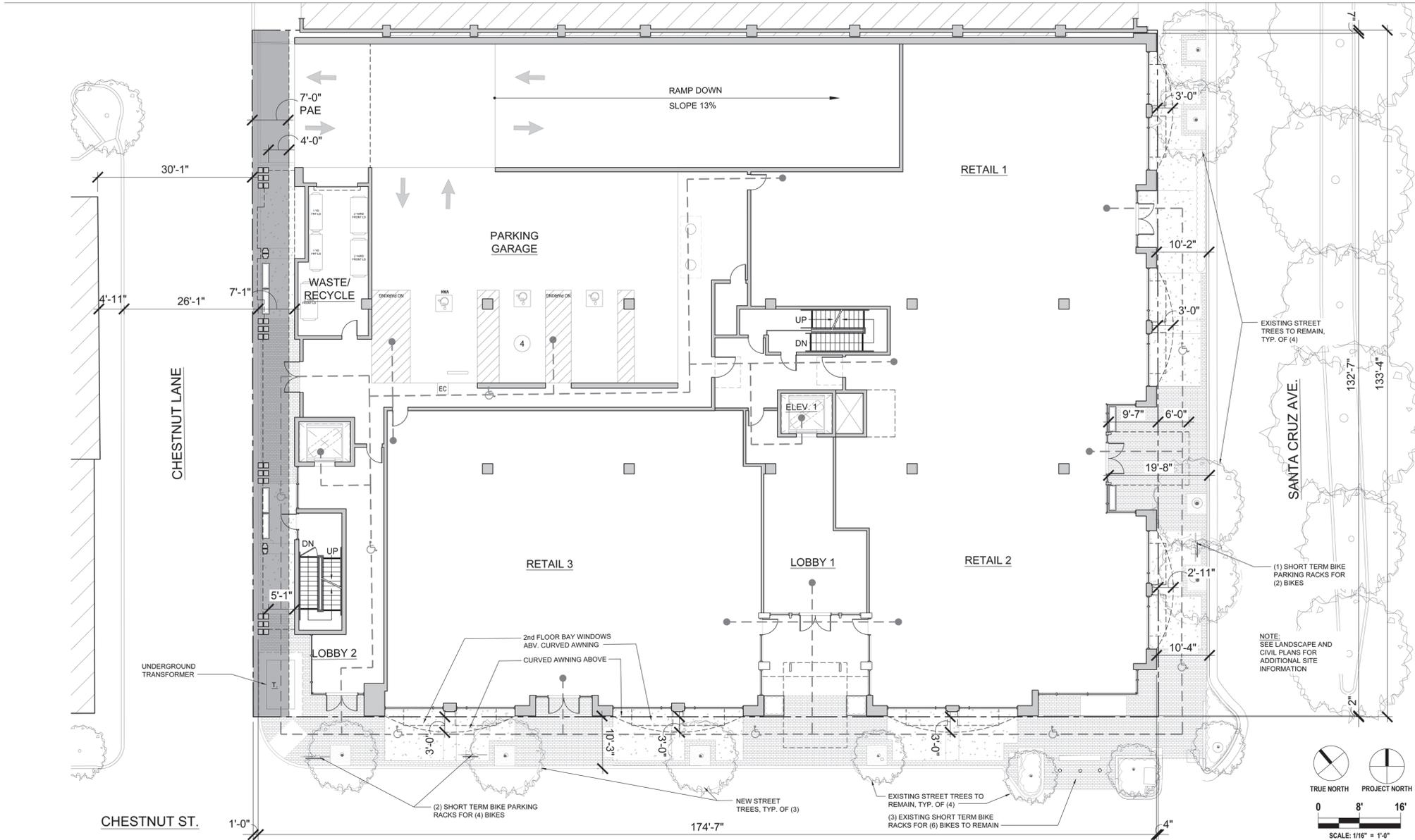
AREA PLAN

A 0.1  
November 25, 2019









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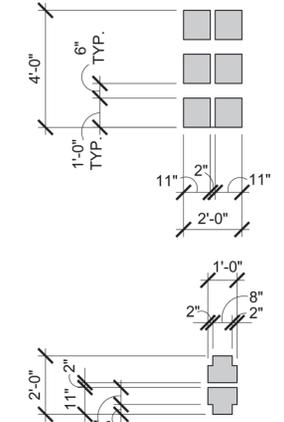
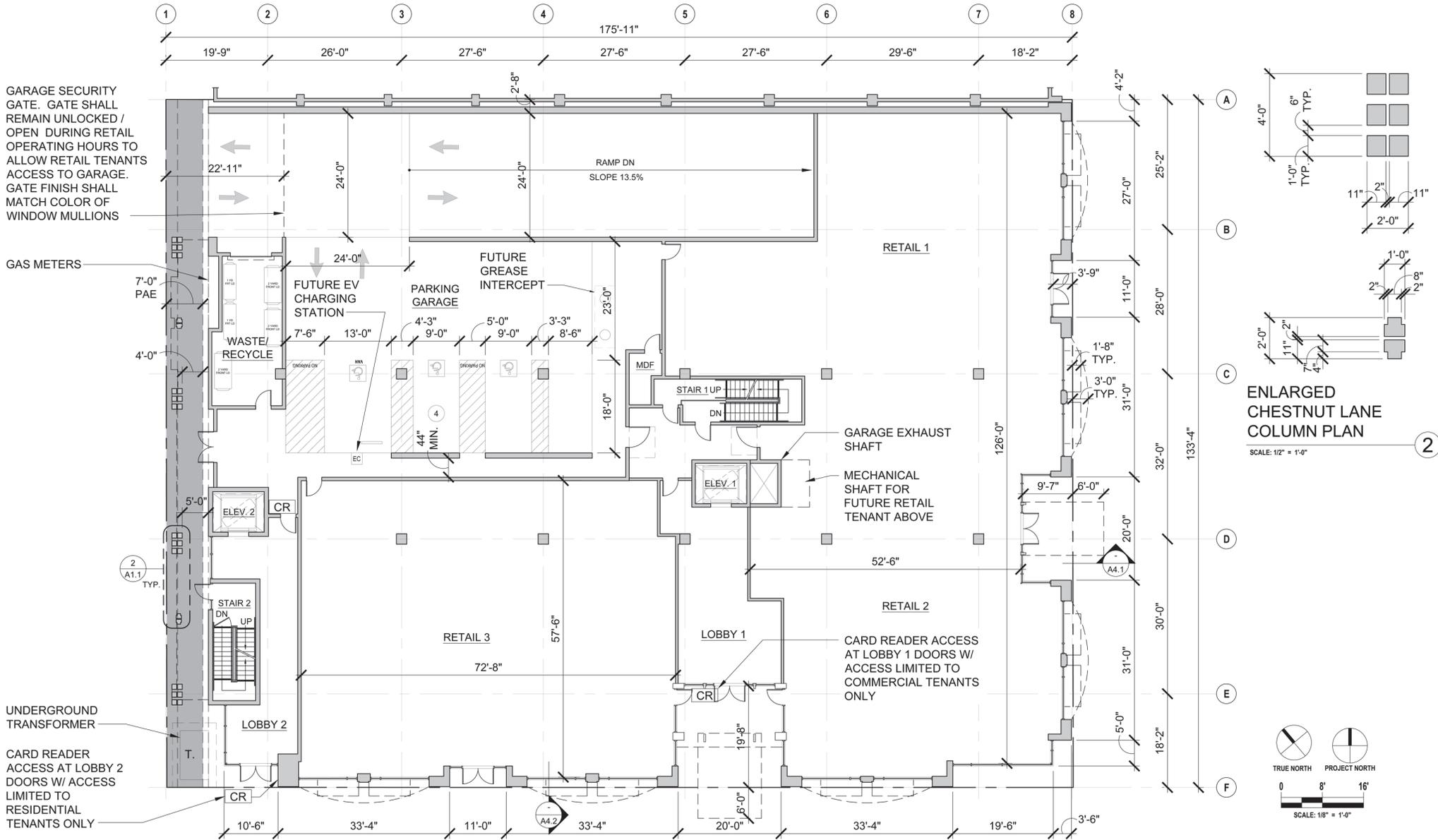
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## PROPOSED SITE PLAN

A 0.3  
November 25, 2019





**ENLARGED CHESTNUT LANE COLUMN PLAN**  
SCALE: 1/2" = 1'-0"

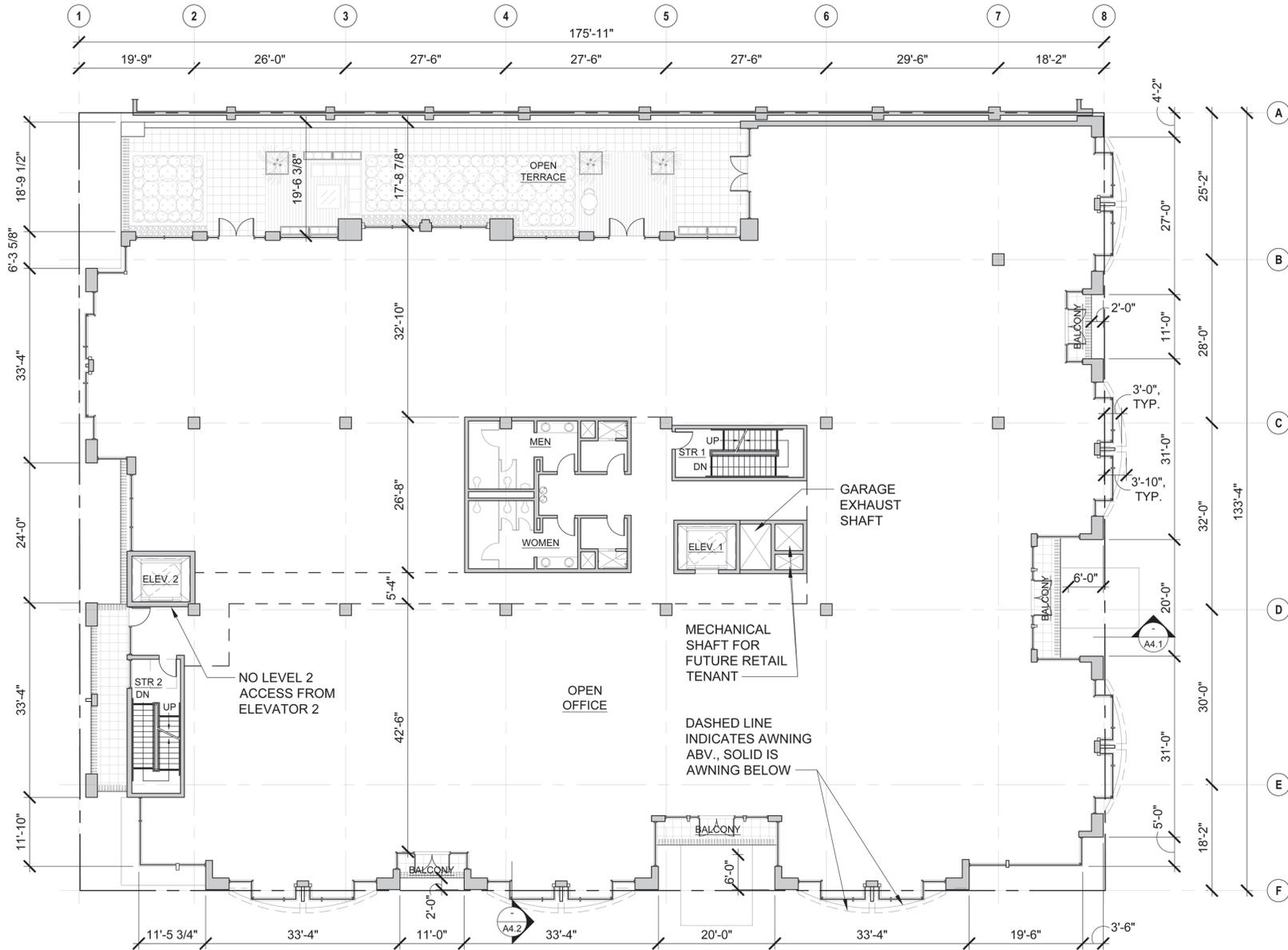
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**GROUND FLOOR PLAN**

A 1.1  
November 25, 2019





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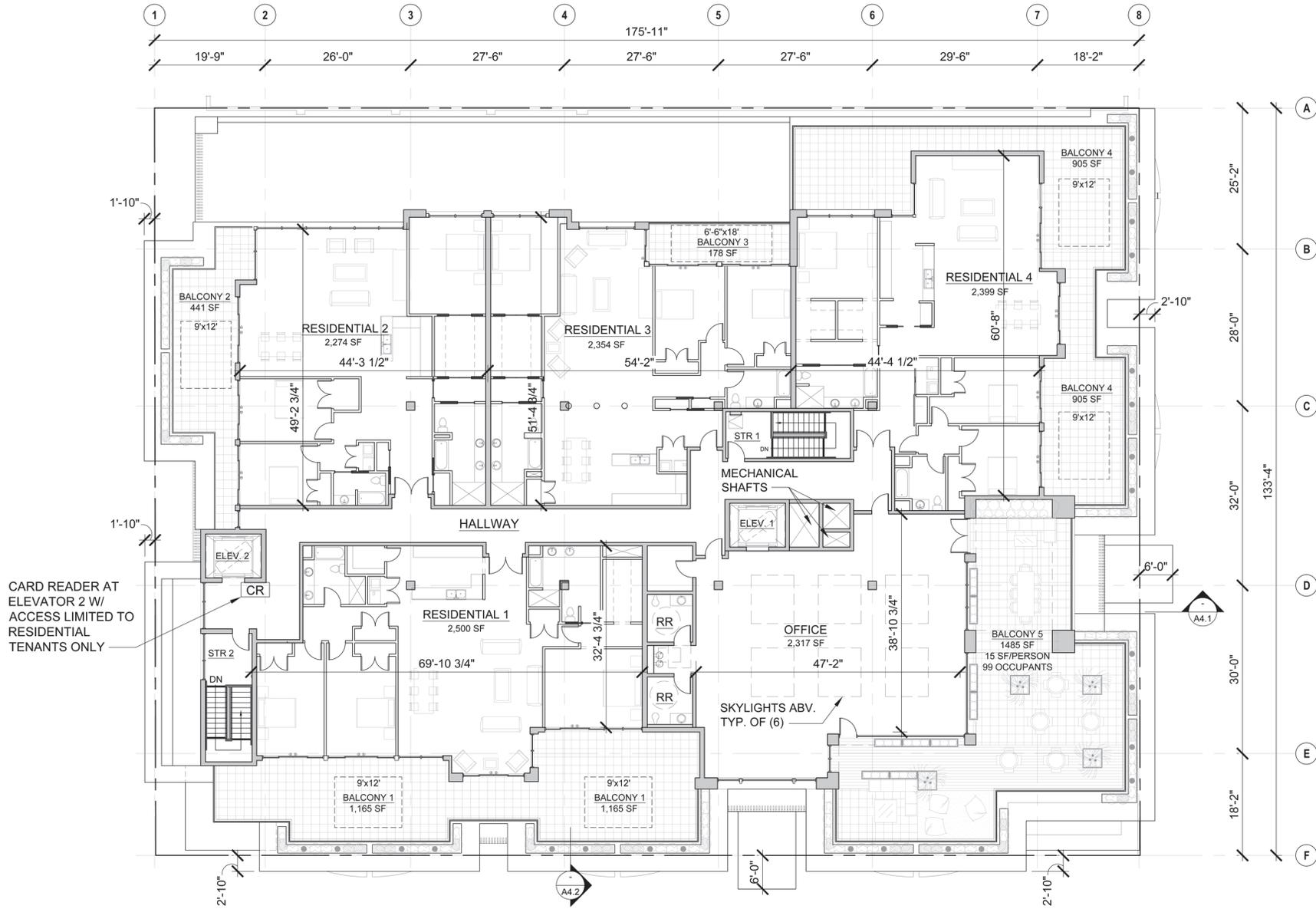
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## SECOND FLOOR PLAN

A 1.2  
November 25, 2019





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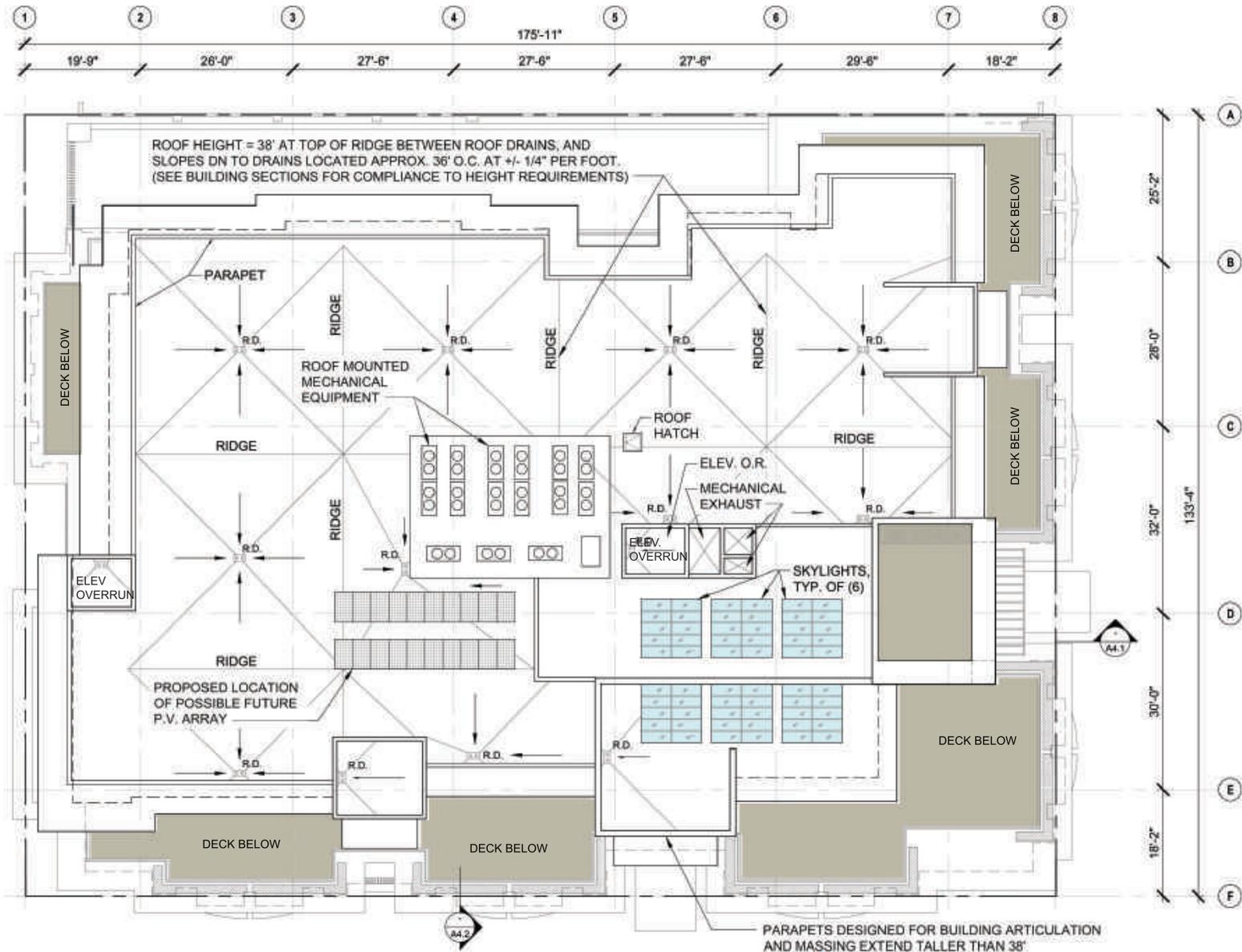
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## THIRD FLOOR PLAN

A 1.3  
November 25, 2019





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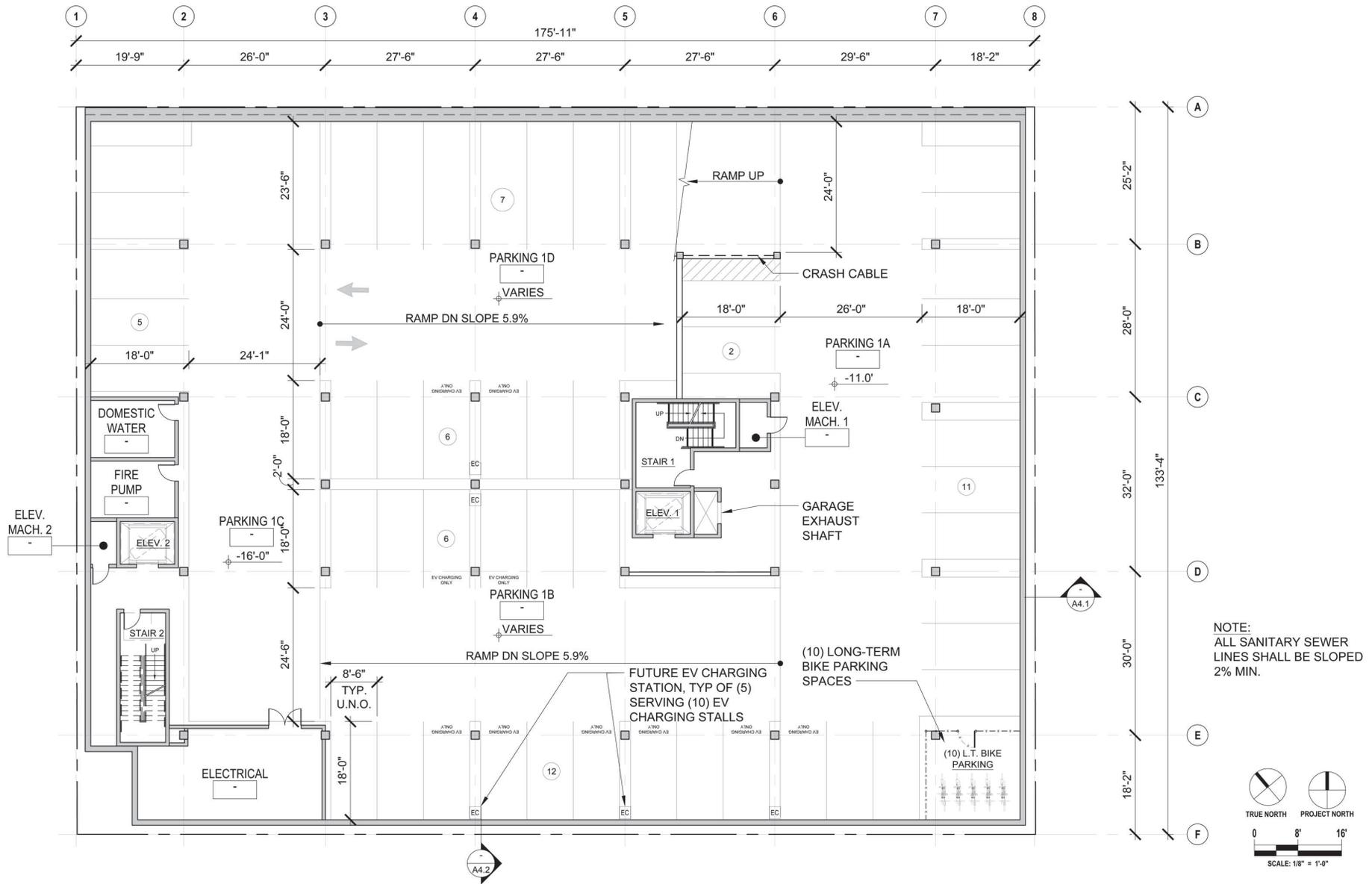
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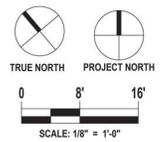
## ROOF PLAN

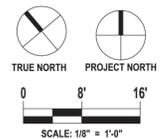
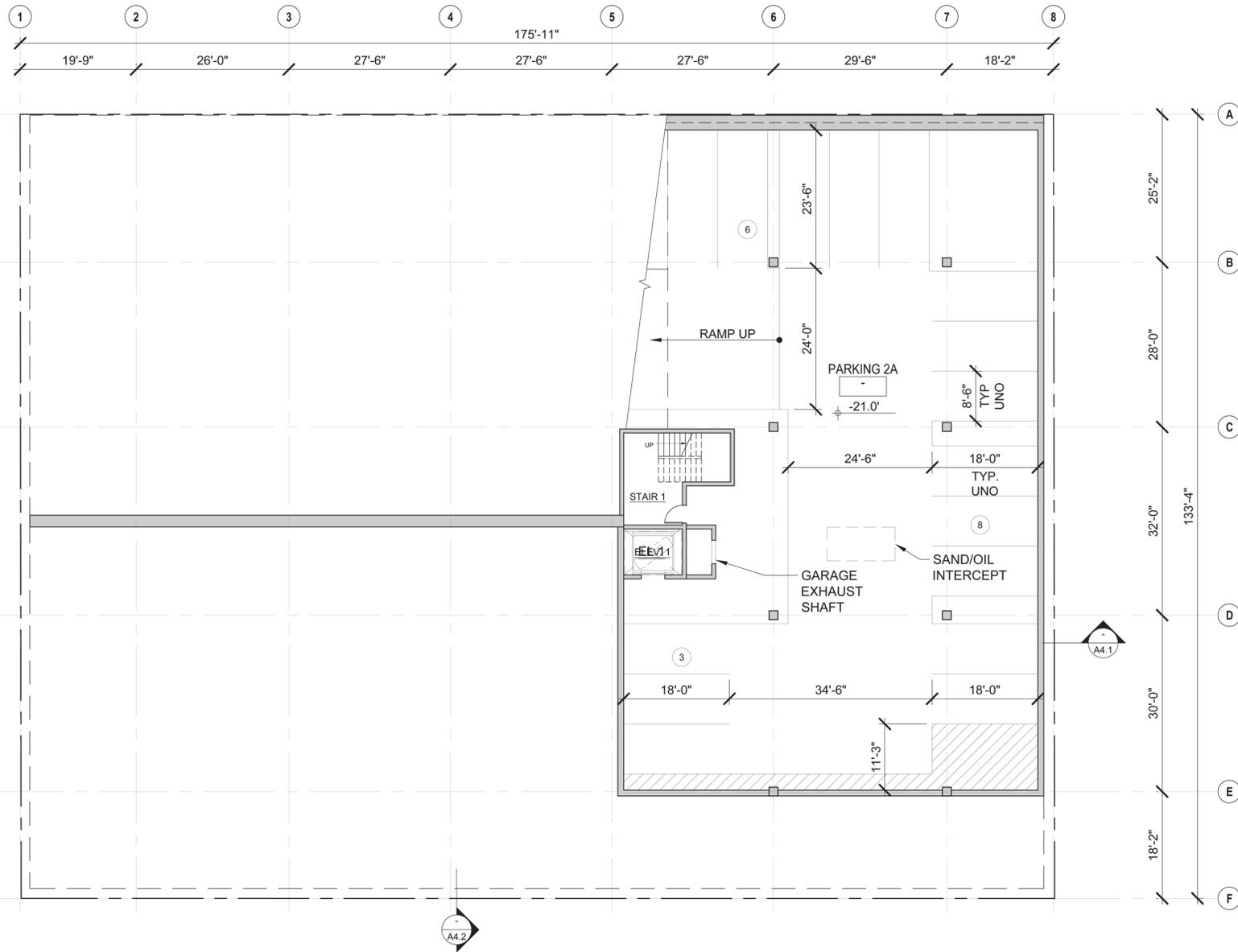
A 1.4  
November 25, 2019





NOTE:  
ALL SANITARY SEWER  
LINES SHALL BE SLOPED  
2% MIN.





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## PARKING LEVEL P2

A 1.6  
November 25, 2019





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### SANTA CRUZ RENDERING

A 2.1  
November 25, 2019

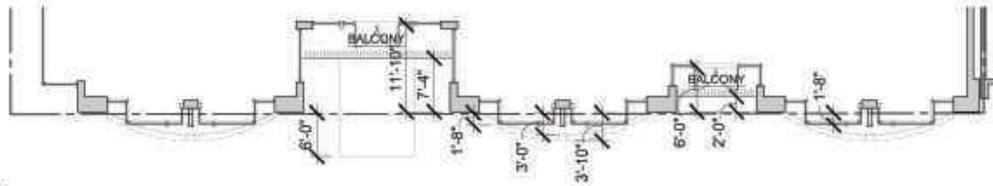




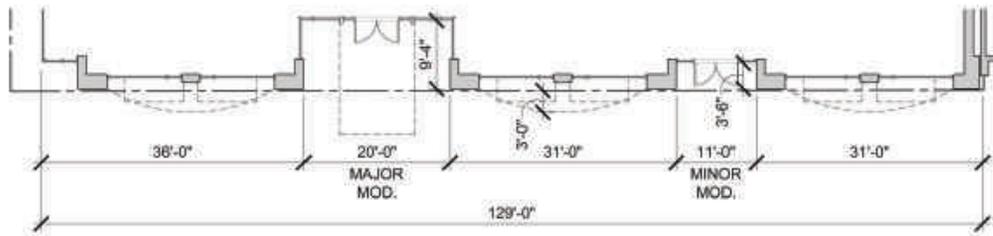


- + 37'-9" (EL: 113.495') ROOF HEIGHT (MPPC E.3.2)
- + 27'-8" (EL: 103.28') THIRD FLOOR
- + 15'-0" (EL: 90.78') SECOND FLOOR
- 0'-3" (EL: 75.54') FIRST FLOOR LEVEL 1A
- 0'-3 3/4" (EL: 75.495') AVERAGE NATURAL GRADE

EAST ELEVATION



SECOND FLOOR



FIRST FLOOR





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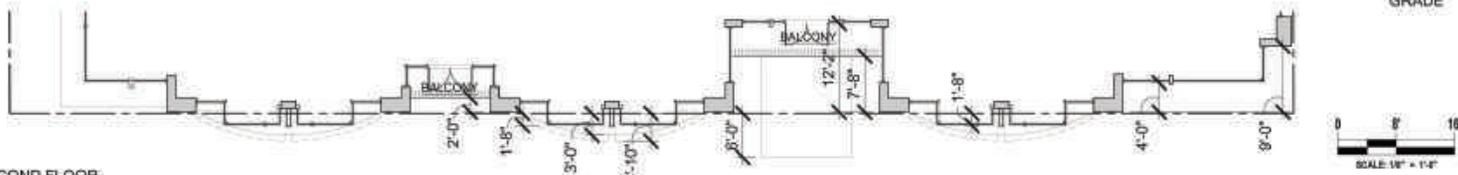
## CHESTNUT STREET RENDERING

A 2.3  
November 25, 2019

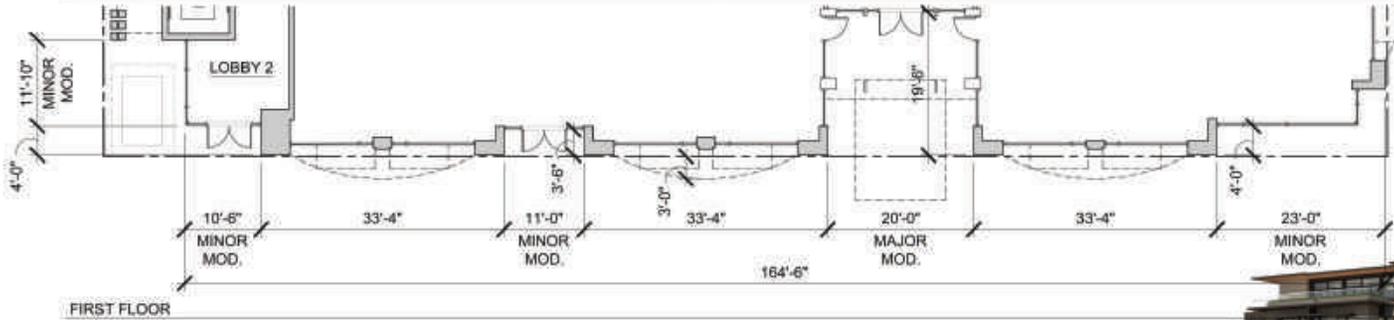




SOUTH ELEVATION



SECOND FLOOR



FIRST FLOOR



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## CHESTNUT STREET ELEVATION & MODULATION ANALYSIS

A 2.4  
 November 25, 2019





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**706 SANTA CRUZ AVE. MENLO PARK**  
Architectural Review  
706 Santa Cruz Ave., LLC.

CHESTNUT LANE RENDERING

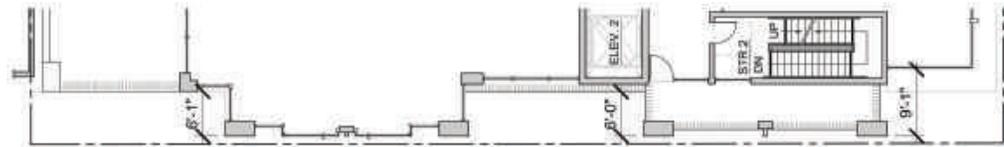
A 2.5  
November 25, 2019



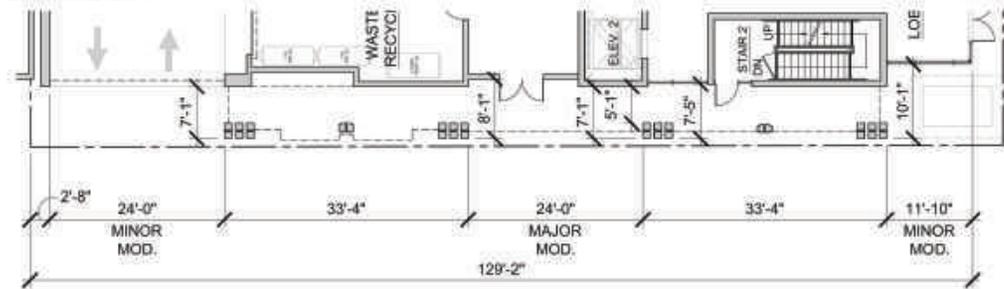


WEST ELEVATION

+ 37'-9" (EL- 113.495')	ROOF HEIGHT (MPPC E.3.2)
+ 27'-6" (EL- 103.28')	THIRD FLOOR
+ 15'-0" (EL- 90.78')	SECOND FLOOR
- 0'-0" (EL- 75.78')	FIRST FLOOR LEVEL 1A
- 0'-3 3/4" (EL: 75.495')	AVERAGE NATURAL GRADE



SECOND FLOOR

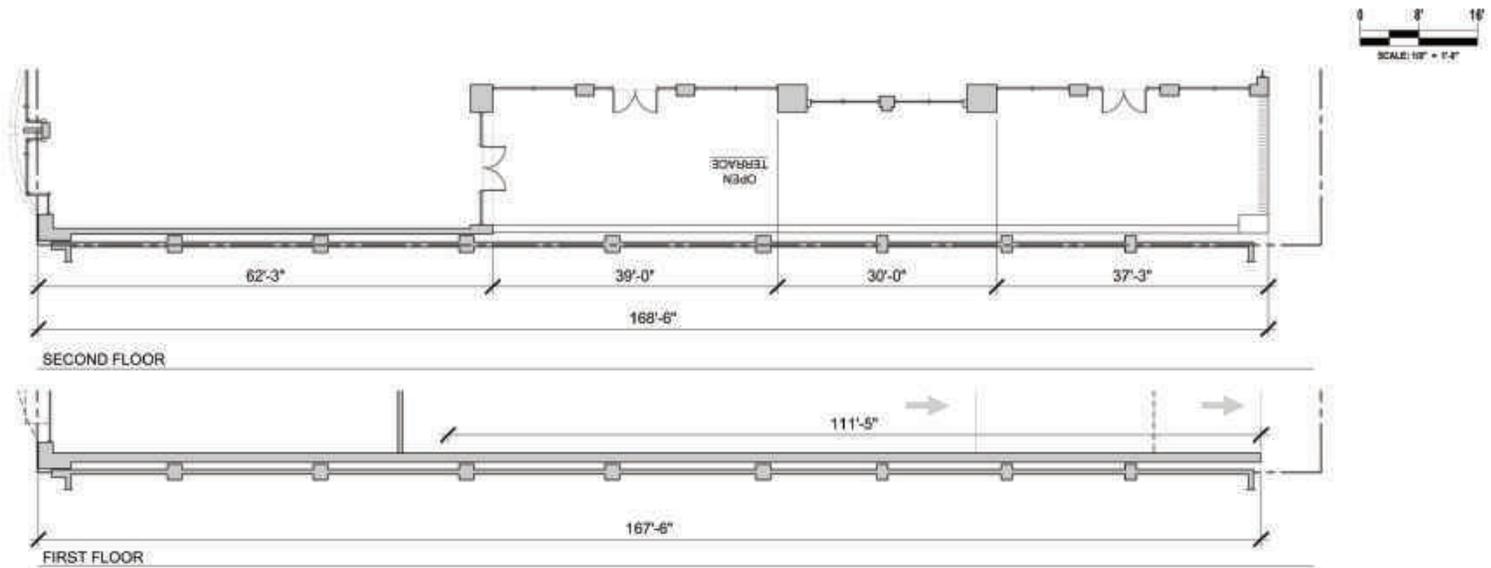


FIRST FLOOR





NORTH ELEVATION



CLEAR GLASS  
GUARDRAIL W/  
STAINLESS  
STEEL TOP RAIL

HIGH-PERFORMANCE  
CLEAR GLASS

LIGHT BEIGE STONE



WARM GRAY STONE

DARK BROWN METAL PANEL ROOF  
OVERHANG / SUNSHADE

STAINED WOOD SOFFIT, TYP. AT 3rd  
FLOOR SOFFITS

DARK GRAY METAL PLANTERS

MEDIUM BEIGE STONE

DARK BROWN METAL GUARDRAIL

DARK BROWN METAL PANEL FASCIA

DARK BROWN MULLIONS & DOORS

MEDIUM BEIGE STONE

EAST ELEVATION

STAINED WOOD  
SOFFIT, TYP. AT 3rd  
FLOOR SOFFITS

LIGHT BEIGE STONE

ROLL-UP GARAGE  
DOOR, DARK BROWN  
METAL TO MATCH  
WINDOW MULLIONS

MEDIUM BEIGE STONE



WARM GRAY STONE

CLEAR GLASS GUARDRAIL W/  
STAINLESS STEEL TOP RAIL

DARK BROWN METAL PANEL  
SUNSHADES & FASCIA

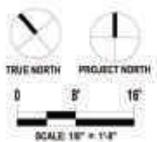
DARK BROWN METAL GUARDRAIL

DARK BROWN METAL PANELS

HIGH-PERFORMANCE CLEAR GLASS

DARK BROWN METAL DOORS

WEST ELEVATION





**SOUTH ELEVATION SUMMARY**

GROSS SURFACE AREA	2,487 SF
OPAQUE SURFACES	843 SF = 34%
TRANSPARENT SURFACES	1,639 SF = 66%

**EAST ELEVATION SUMMARY**

GROSS SURFACE AREA	1,995 SF
OPAQUE SURFACES	767 SF = 38%
TRANSPARENT SURFACES	1,288 SF = 62%

**WEST ELEVATION SUMMARY**

GROSS SURFACE AREA	672 SF
OPAQUE SURFACES	324 SF = 48%
TRANSPARENT SURFACES	348 SF = 52%

**FACADE TREATMENT**



WEST ELEVATION







**SOUTH ELEVATION SUMMARY**

PRIMARY FACADE AREA	2,038 SF
PROJECTION AREA	662 SF
PERCENT OF FACADE AREA	32.5%

**EAST ELEVATION SUMMARY**

PRIMARY FACADE AREA	1,919 SF
PROJECTION AREA	646 SF
PERCENT OF FACADE AREA	33.7%

**FACADE PROJECTIONS**

- PRIMARY BUILDING FACADE
- FACADE PROJECTION





LIGHT BEIGE STONE

WARM GRAY STONE

MEDIUM BEIGNE STONE



DARK BROWN METAL

HIGH-PERFORMANCE CLEAR GLASS

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MATERIALS AND COLOR BOARD



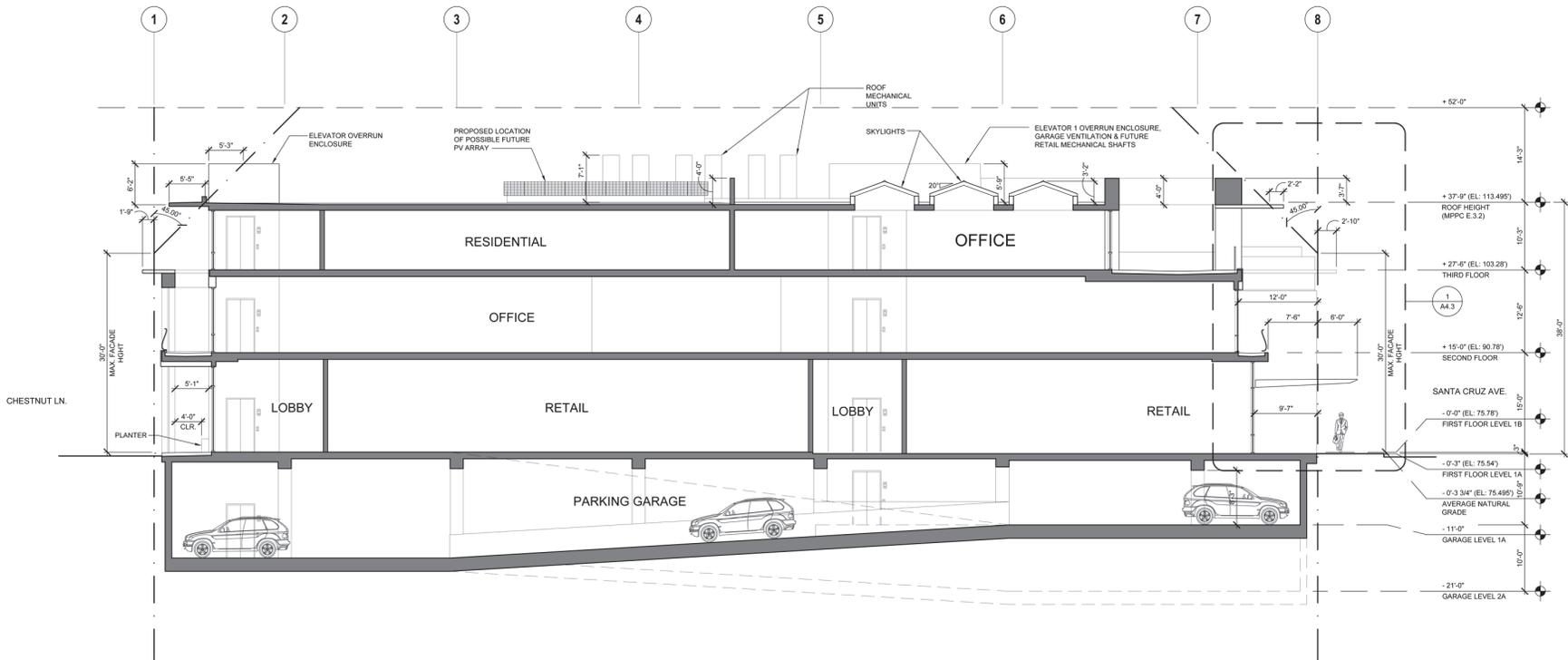
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MATERIAL & COLOR BOARD

A 3.4  
November 25, 2019





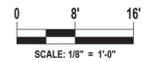
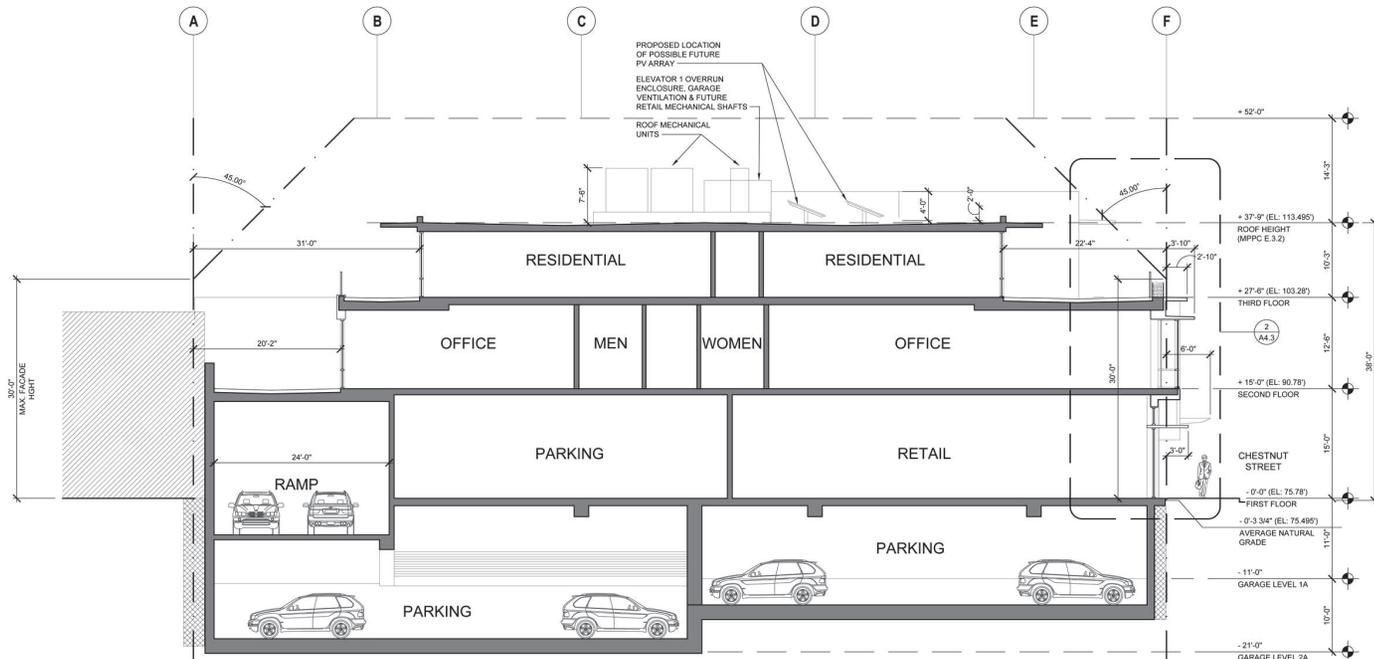
# 706 SANTA CRUZ AVE. MENLO PARK

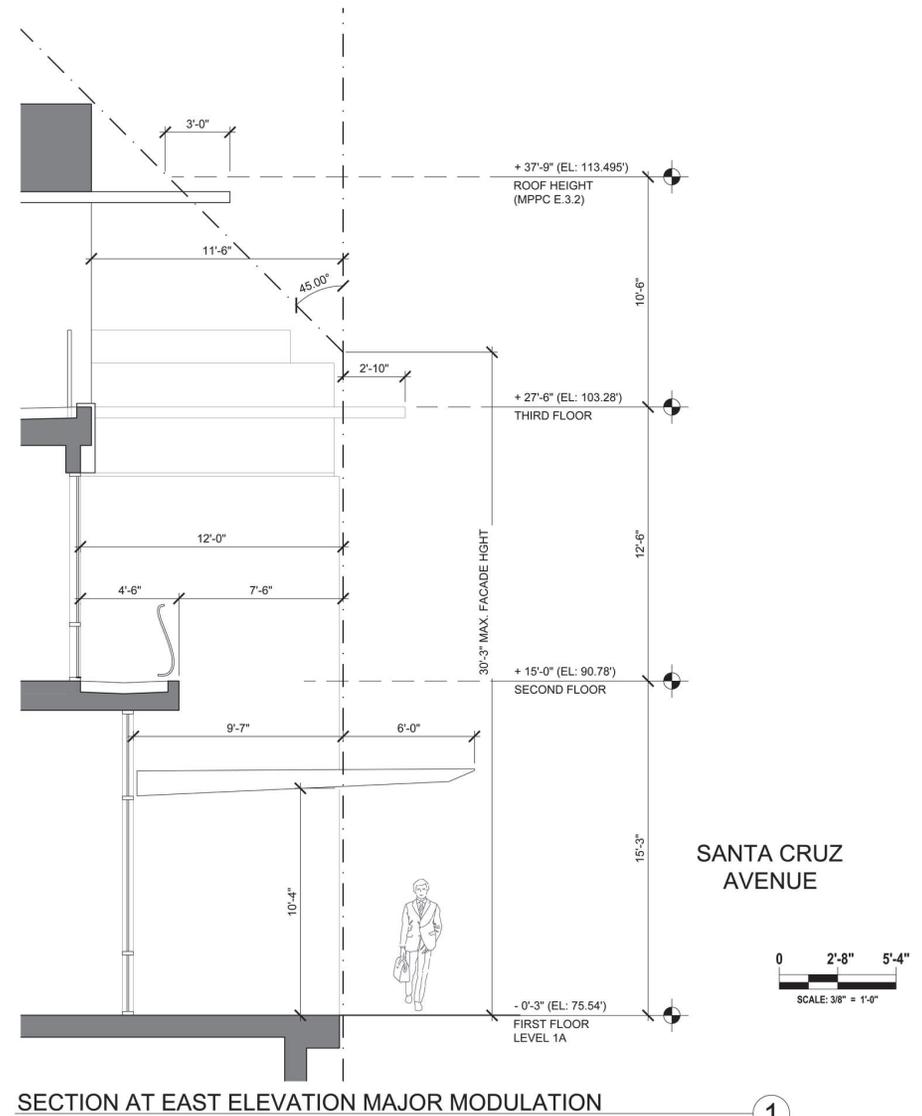
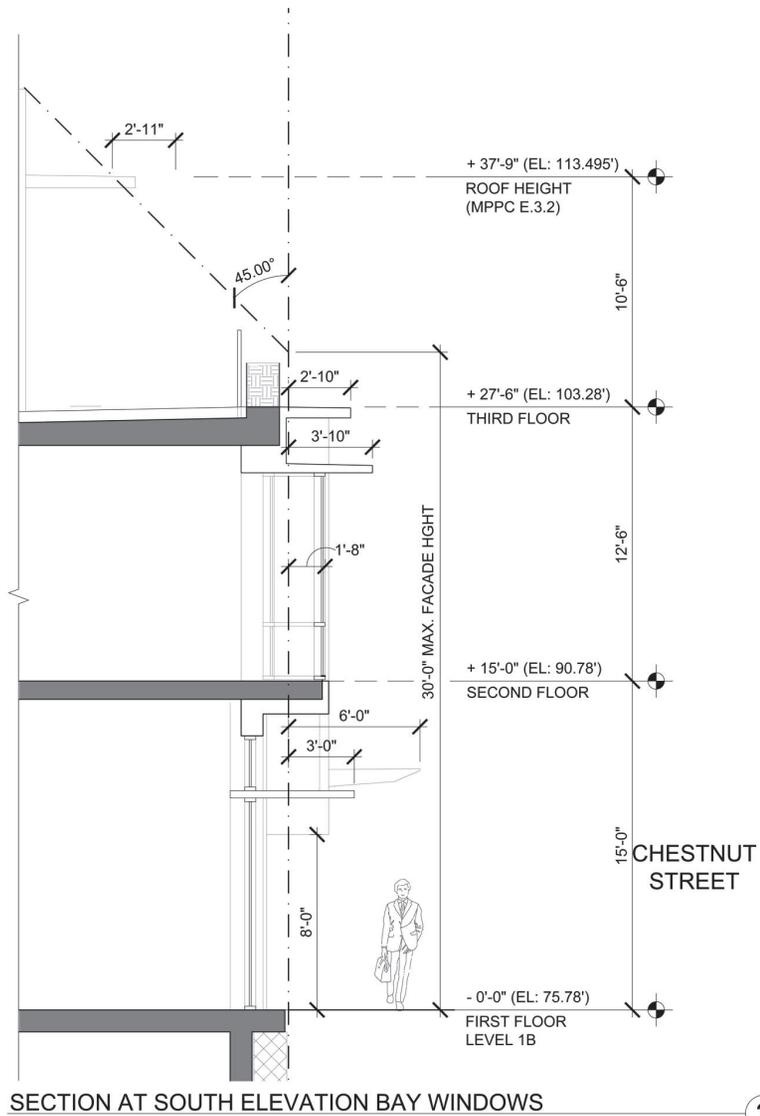
Architectural Review  
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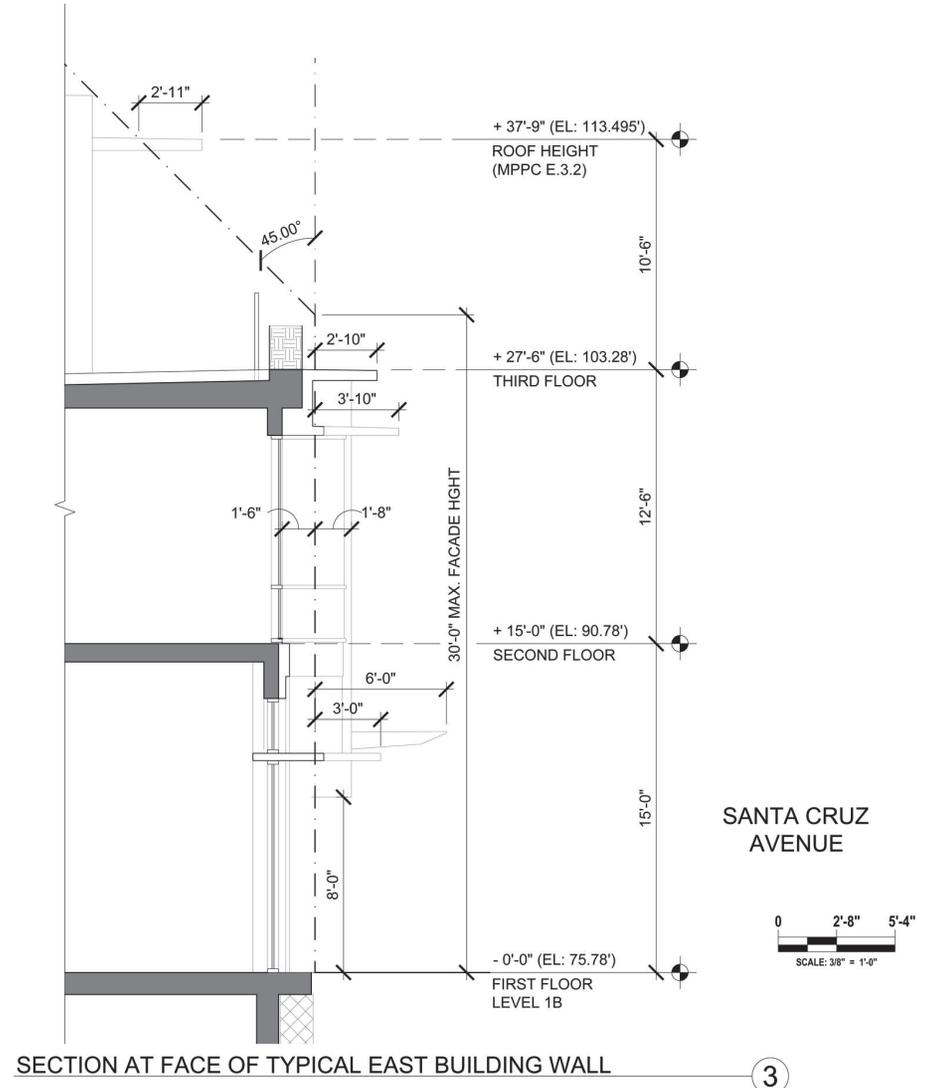
## BUILDING SECTIONS & HEIGHT ANALYSIS

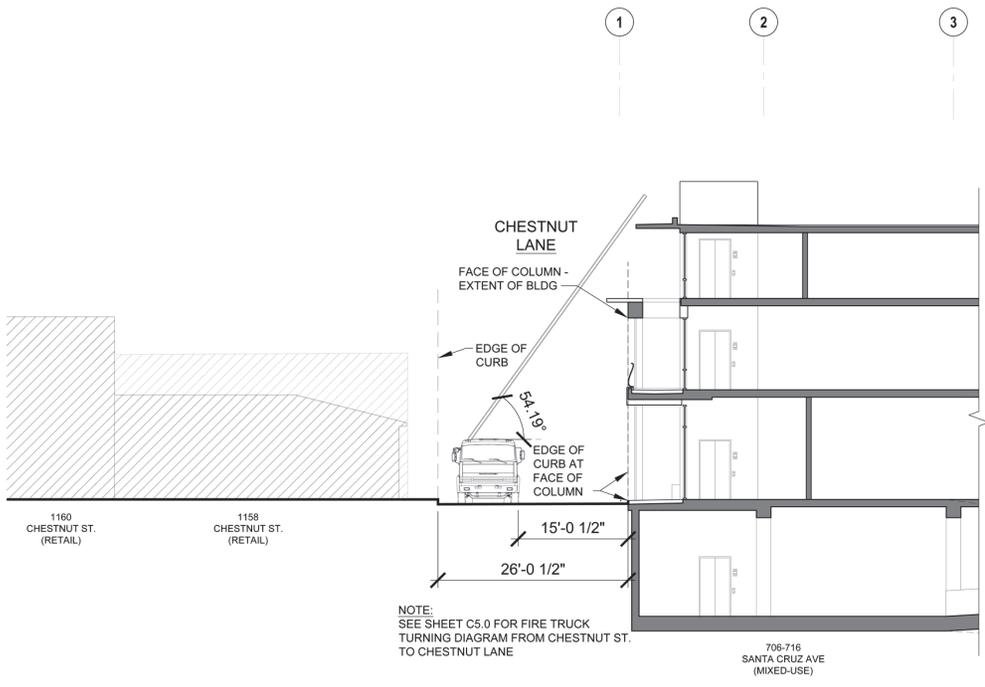
A 4.1  
November 25, 2019



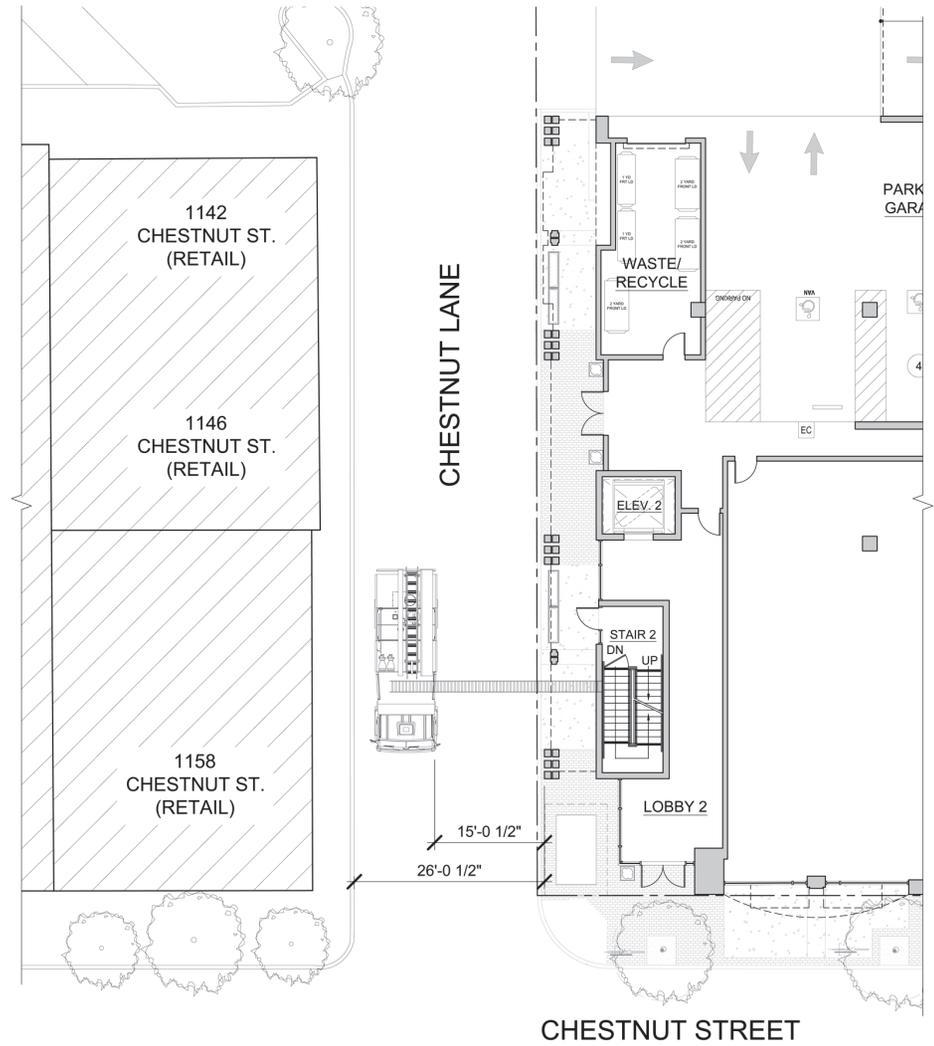








CHESTNUT LANE FIRE TRUCK ACCESS DIAGRAM - PARTIAL SECTION



CHESTNUT LANE FIRE TRUCK ACCESS DIAGRAM - PARTIAL SITE PLAN



## ELECTRICAL SYMBOL LIST

NOTE: This is a standard symbol list and not all items listed may be used.

### Abbreviations

RFI	REQUEST FOR INFORMATION
RM	ROOM
S	SWITCH
SHT	SHEET
STD	STANDARD
TBD	TO BE DETERMINED
AWG	AMERICAN WIRE GAUGE
BAS	BUILDING AUTOMATION SYSTEM
C	CONDUIT, CLOSE, CONTROL
CABLE	UNLESS OTHERWISE NOTED
V	VOLTS, VOLTAGE
CAT	CATEGORY
CFCI	CONTRACTOR FURNISHED CONTRACTOR INSTALLED
CFOI	CONTRACTOR FURNISHED OWNER INSTALLED
CLG	CEILING
COORD	COORDINATE
CU	COPPER
DA	DIAMETER
DM	DIMENSION
DIV	DIVISION
DN	DOWN
DWG	DRAWING
EA	EACH
EMT	ELECTRICAL METALLIC TUBING
ENT	ELECTRICAL NON-METALLIC TUBING
FA	FIRE ALARM
FT	FOOT, FEET
G, GND	GROUND
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
GFI	GROUND FAULT INTERRUPTER
GF	GROUND FAULT PROTECTION
HP	HANDHOLE
HT	HEIGHT
ID	IDENTIFICATION
IEE	INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS
IN	INCH, INCHES
KV	KILOVOLT
KVA	KILOVOLT AMPERES
KW	KILOWATT
LED	LIGHT EMITTING DIODE
LV	LOW VOLTAGE
M	MOTOR
MCA	MINIMUM CIRCUIT AMPS
MISC	MISCELLANEOUS
MOCF	MAXIMUM OVERCURRENT PROTECTION
MT, MTD	MOUNT, MOUNTED
N/A	NOT APPLICABLE
NEC	NATIONAL ELECTRIC CODE
NEMA	NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
NESC	NATIONAL ELECTRICAL SAFETY CODE
NTS	NOT TO SCALE
OC	ON CENTER
OCFI	OWNER FURNISHED, CONTRACTOR INSTALLED
OCFO	OWNER FURNISHED, OWNER INSTALLED
PH	PHASE
PVC	POLY-VINYL-CHLORIDE
PHR	POWER

### Connections / Equipment

	HEAVY DUTY FUSED DISCONNECT SWITCH
	JUNCTION BOX
	WALL-MOUNTED JUNCTION BOX
	MOTOR CONNECTION
	NON-FUSED DISCONNECT SWITCH
	TRANSFORMER

### General

	DETAIL NUMBER AND SHEET LOCATION
	EQUIPMENT IDENTIFICATION
	KEYED NOTE

### Lighting

	EXIT SIGN CEILING MOUNTED, ARROWS INDICATES DIRECTION IF SHOWN
	EXIT SIGN WALL MOUNTED, ARROWS INDICATES DIRECTION IF SHOWN
	RECESSED 1' x 4' LUMINAIRE
	RECESSED 1' x 6' LUMINAIRE
	RECESSED 2' x 2' LUMINAIRE
	RECESSED 2' x 4' LUMINAIRE
	RECESSED ADJUSTABLE OR WALL WASH LUMINAIRE
	RECESSED LUMINAIRE
	SURFACE OR PENDANT MOUNTED 1' x 4' LUMINAIRE
	SURFACE OR PENDANT MOUNTED 1' x 8' LUMINAIRE
	SURFACE OR PENDANT MOUNTED LUMINAIRE
	WALL MOUNTED 6" WIDE LUMINAIRE
	WALL MOUNTED LUMINAIRE

### Miscellaneous

	BRANCH CIRCUIT WIRING. ARROW INDICATES HOME RUN TO PANEL WITH CIRCUITS AS NOTED. WIRE SIZE #12 AWG MINIMUM UNLESS NOTED OTHERWISE. SHORT TICK MARKS INDICATE PHASE CONDUCTORS. LONG TICK MARKS INDICATE NEUTRAL CONDUCTORS. A SINGLE CURVED TICK MARK INDICATES INSULATED GREEN GROUND CONDUCTOR. SECOND CURVED TICK MARK INDICATES ISOLATED GROUND (GREEN INSULATION WITH YELLOW STRIPE) CONDUCTOR.
--	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	BRANCH PANEL
	FLUSH WALL MOUNTED BRANCH PANEL
	GROUNDING POINT
	MAIN DISTRIBUTION PANEL / SUB DISTRIBUTION PANEL

### Raceways

	CONDUIT CONCEALED IN WALL OR CEILING SPACE
	CONDUIT ROUTED BELOW FLOOR / GRADE
	CONDUIT ELLED DOWN
	CONDUIT ELLED UP
	CONDUIT WIRING CONTINUATION
	CONDUIT WIRING STUBBED OUT WITH END CAP OR INSULATED PLASTIC BUSHING

### Switches and Receptacles

	DUPLEX RECEPTACLE (MULTIPLE LETTERS INDICATE MULTIPLE OPTIONS) A = ABOVE COUNTER B = CLOCK HANGER C = FLUSH CEILING MOUNTED E = EMERGENCY F = ARC FAULT PROTECTED BY BREAKER IN PANEL G = GROUND FAULT CIRCUIT INTERRUPTER H = HOSPITAL GRADE K = CHILD RESISTANT COVER L = ISOLATED GROUND P = PENDANT MOUNTED WITH CORD GRIPS. VERIFY PENDANT LENGTH R1 = HALF SWITCHED BY OCCUPANCY SENSOR RELAY R2 = FULLY SWITCHED BY OCCUPANCY SENSOR RELAY S = SPLIT WIRED T = TAMPER RESISTANT SHUTTERED RECEPTACLE W = WEATHERPROOF CONTINUOUS USE COVER, GFCI PROTECTED, WITH WEATHER-RESISTANT RECEPTACLE
	DUPLEX RECEPTACLE, FLUSH FLOOR
	DOUBLE DUPLEX RECEPTACLE. SEE LETTER CODE LIST AT DUPLEX RECEPTACLE FOR OPTIONS
	EQUIPMENT ELECTRICAL CONNECTION
	SPECIAL PURPOSE RECEPTACLE. LETTER CODE DENOTES RECEPTACLE CONFIGURATION LX-XXR = NEMA CONFIGURATION TWIST LOCK RECEPTACLE X-XXR = NEMA CONFIGURATION STRAIGHT BLADE RECEPTACLE P = PENDANT MOUNT WITH CORD GRIPS. VERIFY PENDANT LENGTH X = COORDINATE RECEPTACLE CONFIGURATION WITH EQUIPMENT BEING SUPPLIED
	CEILING MOUNTED OCCUPANCY SENSOR P = PASSIVE INFRARED D = DUAL TECHNOLOGY U = ULTRASONIC, 360 DEG RANGE H = ULTRASONIC, HALLWAY PATTERN V (LOWERCASE) = VACANCY CONTROL DESIGNATION
	WALL MOUNTED OCCUPANCY SENSOR P = PASSIVE INFRARED D = DUAL TECHNOLOGY V (LOWERCASE) = VACANCY CONTROL DESIGNATION
	WALL MOUNTED OCCUPANCY SENSOR/SWITCH S = PASSIVE INFRARED WITH INTEGRAL "OFF" SWITCH T = DUAL RELAY PASSIVE INFRARED WITH TWO INTEGRAL "OFF" SWITCHES D = PASSIVE INFRARED WITH INTEGRAL DIMMTO TO OFF. V (LOWERCASE) = VACANCY CONTROL DESIGNATION
	SINGLE POLE SWITCH 2 = DOUBLE POLE SWITCH 3 = THREE-WAY SWITCH 4 = FOUR-WAY SWITCH # THRU # (LOWERCASE) = LUMINAIRE CONTROL DESIGNATION D = DIMMER F = FAN SPEED CONTROL K = KEY OPERATED SWITCH L = LIGHTED HANDLE M = MANUAL MOTOR STARTER WITH THERMAL OVERLOAD P = SWITCH WITH PLOT LIGHT S = SENTRY SWITCH T = INTERNAL TIMER W = WEATHERPROOF SWITCH V = LOW VOLTAGE SWITCH

## GENERAL ELECTRICAL NOTES

- A. DO NOT COMMENCE INSTALLATION OF ELECTRICAL SYSTEMS AND EQUIPMENT WITHOUT RELATED SHOP DRAWING APPROVALS.
- B. COORDINATE WITH OWNER SO THAT WORK CAN BE SCHEDULED NOT TO INTERRUPT OPERATIONS, NORMAL ACTIVITIES, BUILDING ACCESS, ACCESS TO DIFFERENT AREAS. THE OWNER WILL COOPERATE TO THE BEST OF THEIR ABILITY TO ASSIST IN A COORDINATED SCHEDULE, BUT WILL REMAIN THE FINAL AUTHORITY AS TO THE OF WORK PERMITTED.
- C. COORDINATE THE EXACT LOCATION OF EXISTING UTILITIES AND EQUIPMENT PRIOR TO COMMENCEMENT OF WORK. COMPENSATE THE OWNER FOR DAMAGES CAUSED BY THE FAILURE TO LOCATE AND PRESERVE UTILITIES. REPLACE DAMAGED ITEMS WITH NEW MATERIAL TO MATCH EXISTING.
- D. CONCEALED CONDUIT LOCATED IN CONCRETE WALLS OR HARDWARE CEILING SPACES MAY BE ABANDONED IN PLACE. REMOVE CONDUCTORS AND TAG ABANDONED CONDUITS WITH CORRESPONDING SYSTEM AND TERMINATION POINT. CUT AND CAP ABANDONED CONDUIT. DO NOT EXTEND STUBS ABOVE FINISHED FLOOR.
- E. REMOVE ABANDONED WIRING TO LEAVE SITE CLEAN.
- F. PROVIDE BLANK COVER PLATE FOR ABANDONED FLUSH OUTLETS.
- G. MAINTAIN ACCESS TO EXISTING ELECTRICAL INSTALLATIONS WHICH REMAIN ACTIVE. MODIFY INSTALLATION OR PROVIDE ACCESS PANEL AS APPROPRIATE.
- H. OFFER REMOVED LUMINAIRES, WIRING DEVICES, PANELBOARDS AND EQUIPMENT TO THE OWNER. IF OWNER CHOOSES TO RETAIN THESE ITEMS, RETURN SUCH ITEMS TO OWNER CAREFULLY REMOVED AND DISPOSE OF ITEMS REJECTED BY OWNER FROM PROJECT SITE AND IN A LEGAL MANNER.
- I. PROVIDE SUITABLE ANCHORAGE AND SUPPORT FOR ELECTRICAL EQUIPMENT IN RATED WALLS, SLABS AND CEILINGS. MOUNT DEVICES AND RACEWAYS IN ACCORDANCE WITH ESTABLISHED CODES AND SPECIFICATIONS.
- J. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
- K. DRAWINGS AND SPECIFICATIONS COMPLIMENT EACH OTHER. REQUIREMENT BY EITHER INFERS REQUIREMENT BY BOTH.
- L. CONNECT EQUIPMENT AND DEVICES FURNISHED UNDER OTHER DIVISIONS OF THIS CONTRACT, BY OWNER OR BY OTHER CONTRACTS.
- M. UNLESS OTHERWISE NOTED, PROVIDE CONCEALED AND FLUSH MOUNTED INSTALLATION OF DEVICES AND EQUIPMENT IN AREAS.
- N. PROVIDE SEPARATE EQUIPMENT GROUNDING CONDUCTOR IN 120 VOLT, MULTI-WIRE CIRCUITS.
- O. FOR 120 VOLT, 20 AMP CIRCUITS, WHERE CIRCUIT DISTANCE FROM PANELBOARD TO FARTHEST DEVICE/FIXTURE EXCEEDS 75 FEET, PROVIDE #10 SIZE CONDUCTOR.
- P. RUN ELECTRICAL CONDUIT CONCEALED AND PARALLEL TO BUILDING LINES. VERIFY WITH ARCHITECT.
- Q. RECEPTACLE OUTLETS SHALL COMPLY WITH NEC SECTION 210.7.
- R. LIGHTS, SWITCHES AND CONTROL MECHANISMS SHALL COMPLY WITH NEC SECTION 404.
- S. BRACE ELECTRICAL EQUIPMENT TO RESIST A HORIZONTAL FORCE THAT ACT IN ANY DIRECTION. COMPLY WITH TITLE 24 REQUIREMENTS.
- T. INSTALL COMPLETE SYSTEM OF CONDUCTORS IN RACEWAY SYSTEM THROUGHOUT BUILDING FOR FEEDERS, BRANCH CIRCUITS, ETC.
- U. PROVIDE UNSWITCHED HOT CONDUCTOR TO EMERGENCY BALLAST/DRIVER OR SWITCHED LUMINAIRES TO PREVENT SWITCHOVER TO BATTERY OPERATION WHEN LUMINAIRES ARE SWITCHED TO THE OFF POSITION.
- V. INSTALLATION OF UTILITY TRANSFORMER, UTILITY SERVICE CONDUITS, WALLS, GROUNDING, ETC., SHALL BE VERIFIED AND COORDINATED WITH UTILITY COMPANY PRIOR TO INSTALLATION. ALL WORK SHALL CONFORM WITH ALL UTILITY COMPANY RULES, REGULATIONS, AND STANDARDS. THE PROPOSED UTILITY COMPANY TRANSFORMER LOCATION, SERVICE FEEDER ROUTING, VAULT LOCATION AND SIZE ARE SUBJECT TO UTILITY COMPANY ENGINEERING, REVIEW AND APPROVAL. AT THE TIME OF THE ISSUANCE OF THESE DOCUMENTS, THIS ENGINEERING HAS NOT BEEN COMPLETED. CONTRACTOR SHALL COORDINATE AND VERIFY ALL THE NECESSARY UTILITY REQUIREMENTS FOR THIS PROJECT WITH UTILITY COMPANY PRIOR TO COMMENCING WORK.
- W. ALL WORK ON SERVICE CONDUCTORS, FEEDERS, AND OTHER SUCH EQUIPMENT SHALL BE DONE ONLY WHEN SUCH CONDUCTORS, FEEDERS, AND EQUIPMENT ARE DE-ENERGIZED. THE CONTRACTOR SHALL HAVE AN "ELECTRICAL SAFETY AND LOCK-OUT/TAG-OUT PROCEDURE" IN PLACE PRIOR TO COMMENCEMENT OF WORK.
- X. ELECTRICAL CONTRACTOR SHALL COORDINATE ALL CONDUIT TRENCHING WITH OTHER DISCIPLINES AND THE UTILITY COMPANY TO AVOID CONFLICT.
- Y. MINIMUM SIZE FOR EXTERIOR BELOW GRADE CONDUIT SHALL BE 1".
- Z. OCCUPANCY SENSOR NOTES:
  1. WALL SENSORS
    - a. SENSOR MUST HAVE CLEAR "VIEW" OF OCCUPANTS. WHERE SENSOR WILL BE BLOCKED, SUBSTITUTE WITH SMALL ROOM CEILING SENSOR.
  2. SEE MANUFACTURER'S SPECIFICATION REGARDING PLACING SENSORS AWAY FROM STRONG AIR FLOW. INDICATE PRECISE LOCATION OF EACH CEILING SENSOR WHERE DRAWINGS INDICATE AIR SUPPLIES.
  3. IN INDIVIDUAL ROOMS WITH CEILING SENSORS AND DUAL-LEVEL LIGHTING, ASSUME TWO TOGGLE SWITCH OVERRIDES PER ROOM.
  4. PRIOR TO INSTALLATION, RECEIVE FACTORY TRAINING AND LAYOUT ASSISTANCE. IF LOCAL AGENT CHANGES LIGHTING DRAWINGS, CONTACT FACTORY REPRESENTATIVE.
- AE. THIS PROJECT IS A DESIGN-BUILD PROJECT. THE ACCOMPANYING DOCUMENTS ARE MEANT TO PORTRAY THE DESIGN INTENT AND QUALITY OF MATERIALS. NOT ALL SYSTEMS ARE SIZED OR DOCUMENTED. IT WILL BE THE RESPONSIBILITY OF EACH TRADE TO TAKE THE DESIGN INTENT, COMPLETE ALL CALCULATIONS FOR LOADS, EQUIPMENT SIZING, DUCT SIZING, AND PIPE SIZING, AND TO CREATE COMPLETE AND COORDINATED CONSTRUCTION DOCUMENTS AND PERMITTING DOCUMENTS. THE CONTRACTOR WILL BE THE ENGINEER OF RECORD FOR THE PROJECT. THE CONTRACTOR WILL BE EXPECTED TO ATTEND ALL REQUIRED COORDINATION AND DESIGN MEETINGS (ON A WEEKLY BASIS OR MORE) AS STIPULATED BY THE ARCHITECT AND OWNER. ALL CONTRACTORS WILL BE REQUIRED TO COORDINATE ROUTING OF ALL THEIR RESPECTIVE UTILITIES AND CREATE COMPOSITE COORDINATED CONSTRUCTION DOCUMENTS TO BE SENT TO THE ARCHITECT FOR REVIEW. PRIOR TO SUBMISSION FOR REVIEW, THE CONTRACTORS SHALL STAMP ALL DRAWINGS AS "COORDINATED WITH ALL TRADES" WITH A SIGNATURE FROM EACH TRADE'S PROJECT MANAGER.

## SHEET INDEX

- |      |                                                |
|------|------------------------------------------------|
| E.01 | SYMBOL LIST AND GENERAL NOTES - ELECTRICAL     |
| E.02 | PARKING GARAGE LEVEL 2 FLOOR PLAN - ELECTRICAL |
| E.21 | PARKING GARAGE LEVEL 1 FLOOR PLAN - ELECTRICAL |
| E.22 | FIRST FLOOR PLAN - ELECTRICAL                  |
| E.23 | SECOND FLOOR PLAN - ELECTRICAL                 |
| E.24 | THIRD FLOOR PLAN - ELECTRICAL                  |
| E.25 | ROOF FLOOR PLAN - ELECTRICAL                   |
| E.31 | SINGLE LINE DIAGRAM                            |

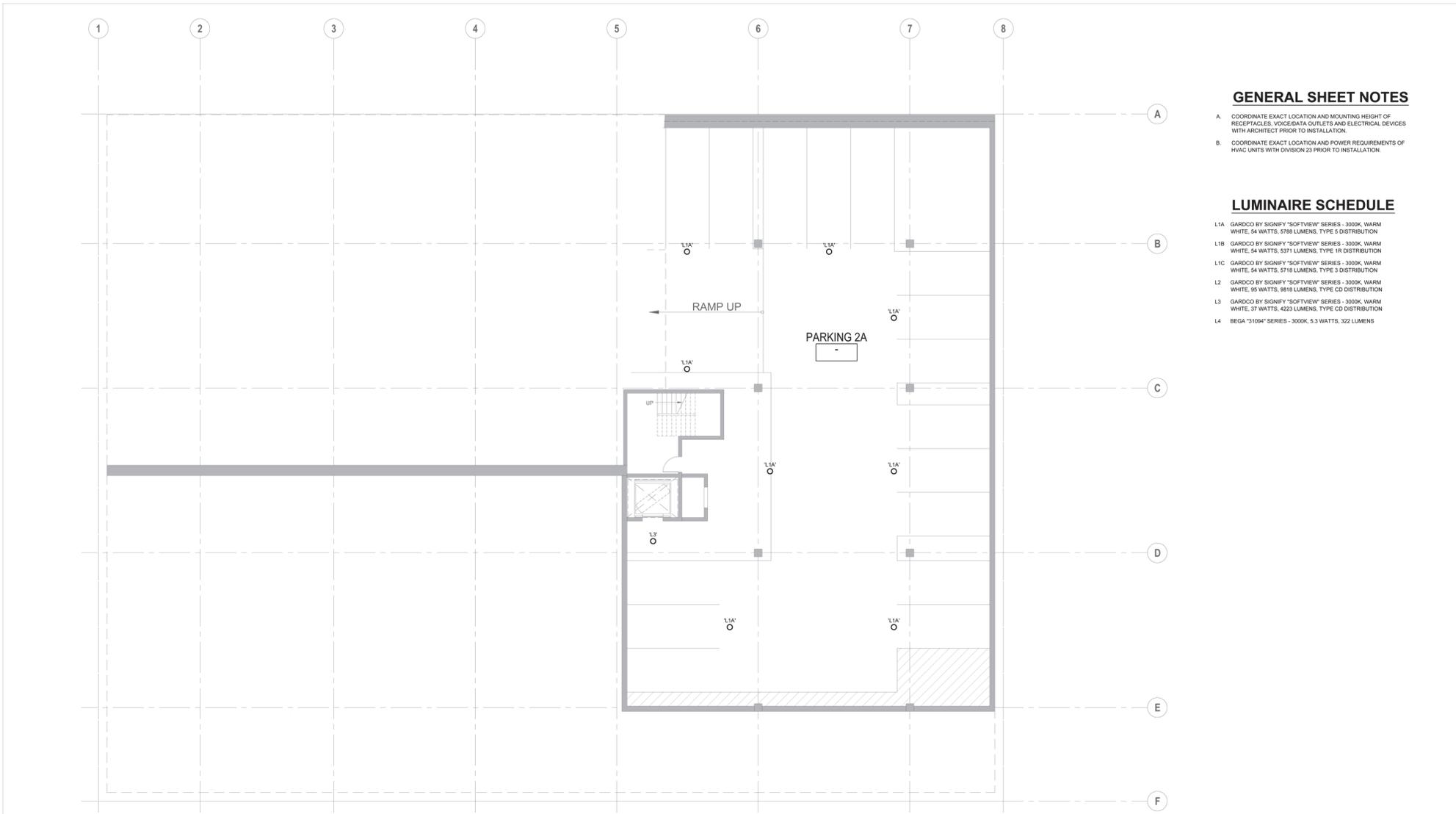
PROJECT 2018-0536

CONTACT

INTERFACE ENGINEERING

135 Main Street  
Suite 402  
San Francisco, CA 94105  
TEL: 415-480-7245  
FAX: 415-480-7292  
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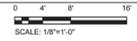
**GENERAL SHEET NOTES**

- A. COORDINATE EXACT LOCATION AND MOUNTING HEIGHT OF RECEPTACLES, VOICE/DATA OUTLETS AND ELECTRICAL DEVICES WITH ARCHITECT PRIOR TO INSTALLATION.
- B. COORDINATE EXACT LOCATION AND POWER REQUIREMENTS OF HVAC UNITS WITH DIVISION 23 PRIOR TO INSTALLATION.

**LUMINAIRE SCHEDULE**

- L1A GARDCO BY SIGNIFY "SOFTVIEW" SERIES - 3000K, WARM WHITE, 54 WATTS, 5788 LUMENS, TYPE 5 DISTRIBUTION
- L1B GARDCO BY SIGNIFY "SOFTVIEW" SERIES - 3000K, WARM WHITE, 54 WATTS, 5371 LUMENS, TYPE 1R DISTRIBUTION
- L1C GARDCO BY SIGNIFY "SOFTVIEW" SERIES - 3000K, WARM WHITE, 54 WATTS, 5718 LUMENS, TYPE 3 DISTRIBUTION
- L2 GARDCO BY SIGNIFY "SOFTVIEW" SERIES - 3000K, WARM WHITE, 95 WATTS, 9818 LUMENS, TYPE CD DISTRIBUTION
- L3 GARDCO BY SIGNIFY "SOFTVIEW" SERIES - 3000K, WARM WHITE, 37 WATTS, 4223 LUMENS, TYPE CD DISTRIBUTION
- L4 BEGA "31094" SERIES - 3000K, 5.3 WATTS, 322 LUMENS

**1 PARKING LEVEL 2 PLAN - ELECTRICAL**



PROJECT: 2018-0536  
 CONTRACT: INTERFACE ENGINEERING  
 135 Main Street  
 Suite 405  
 San Francisco, CA 94105  
 TEL: 415.489.7242  
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 www.interfaceengineering.com

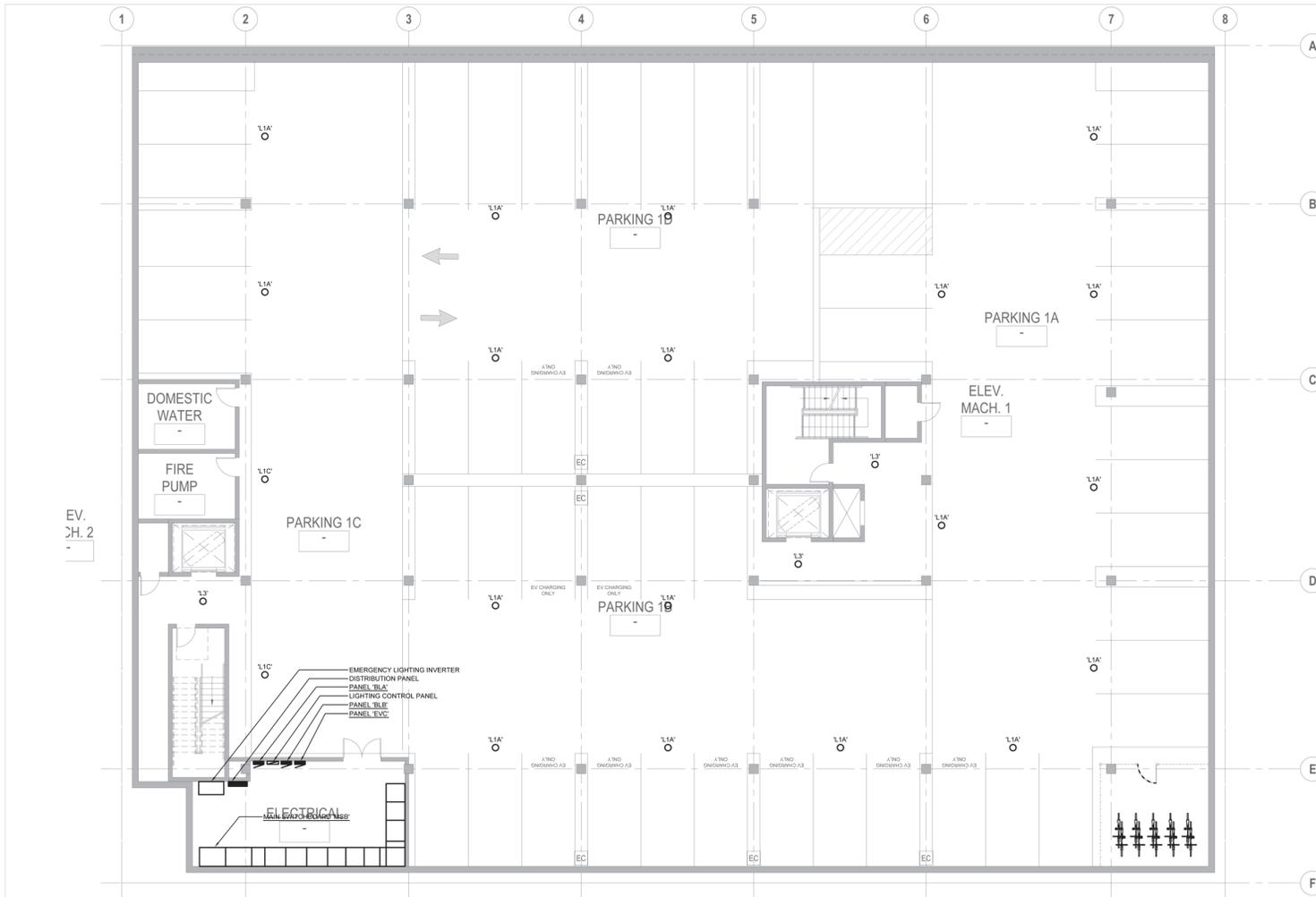
FORM4 ARCHITECTURE • THE GUZZARDO PARTNERSHIP • KIER & WRIGHT • ADAPTURE • INTERFACE ENGINEERING

**706 SANTA CRUZ AVE. MENLO PARK**  
 Architectural Review  
 706 Santa Cruz Ave., LLC.

**PARKING LEVEL 2 PLAN - ELECTRICAL**

E 2.0  
 November 25, 2019





**GENERAL SHEET NOTES**

- A. COORDINATE EXACT LOCATION AND MOUNTING HEIGHT OF RECEPTACLES, VOICEDATA OUTLETS AND ELECTRICAL DEVICES WITH ARCHITECT PRIOR TO INSTALLATION.
- B. COORDINATE EXACT LOCATION AND POWER REQUIREMENTS OF HVAC UNITS WITH DIVISION 23 PRIOR TO INSTALLATION.

**LUMINAIRE SCHEDULE**

- L1A GARDCO BY SIGNIFY "SOFTVIEW" SERIES - 3000K, WARM WHITE, 54 WATTS, 5788 LUMENS, TYPE 5 DISTRIBUTION
- L1B GARDCO BY SIGNIFY "SOFTVIEW" SERIES - 3000K, WARM WHITE, 54 WATTS, 5371 LUMENS, TYPE 1R DISTRIBUTION
- L1C GARDCO BY SIGNIFY "SOFTVIEW" SERIES - 3000K, WARM WHITE, 54 WATTS, 5718 LUMENS, TYPE 3 DISTRIBUTION
- L2 GARDCO BY SIGNIFY "SOFTVIEW" SERIES - 3000K, WARM WHITE, 95 WATTS, 9818 LUMENS, TYPE CD DISTRIBUTION
- L3 GARDCO BY SIGNIFY "SOFTVIEW" SERIES - 3000K, WARM WHITE, 37 WATTS, 4223 LUMENS, TYPE CD DISTRIBUTION
- L4 BEGA "31094" SERIES - 3000K, 5.3 WATTS, 322 LUMENS

**1 BASEMENT PLAN - ELECTRICAL**



PROJECT 2018-0536  
 CONTRACT  
  
 135 Main Street  
 Suite 400  
 San Francisco, CA 94105  
 TEL: 415.488.7240  
 FAX: 415.488.7289  
 www.interfaceengineering.com

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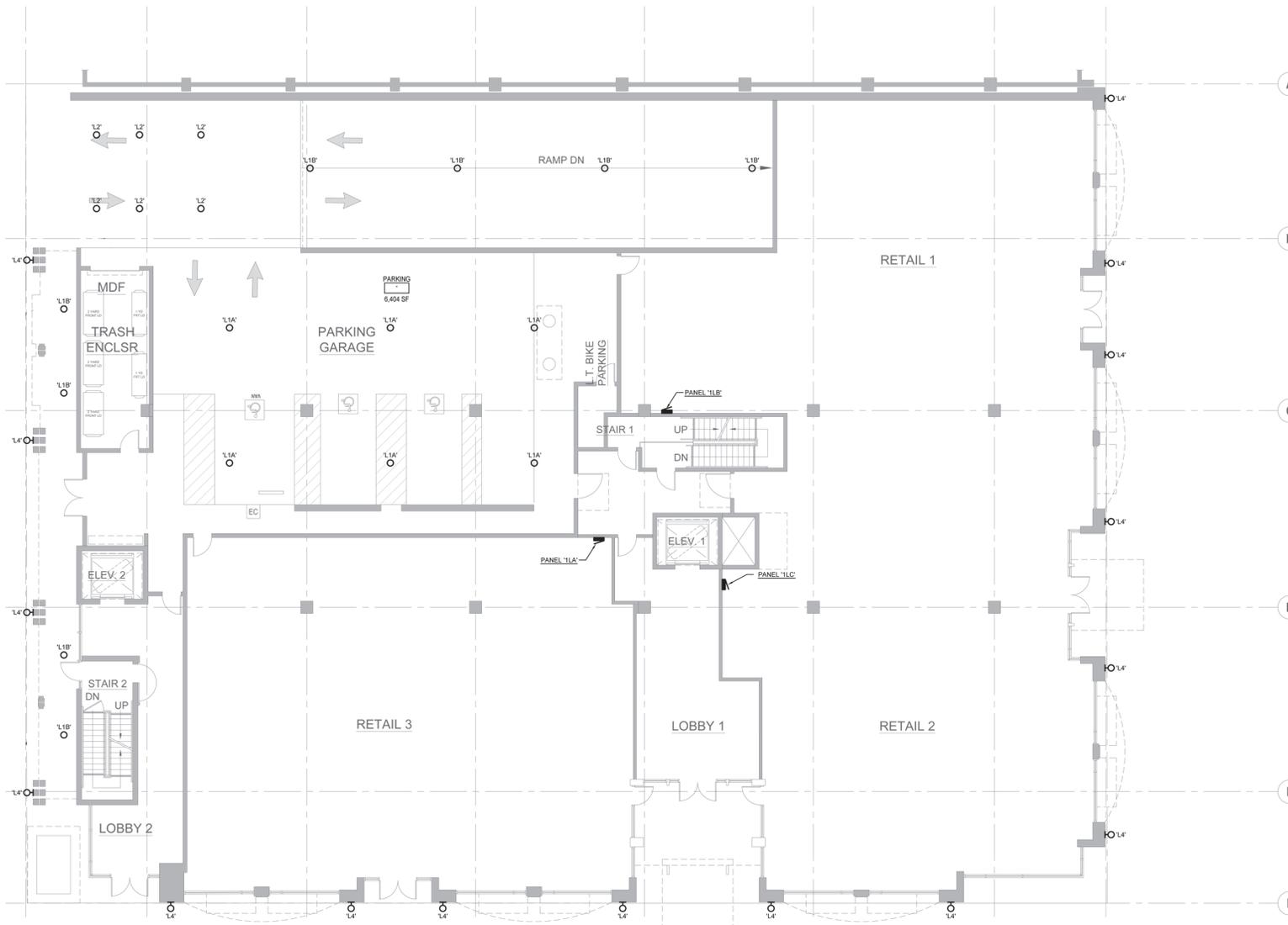
**706 SANTA CRUZ AVE. MENLO PARK**

Architectural Review  
 706 Santa Cruz Ave., LLC.

**PARKING LEVEL 1 PLAN - ELECTRICAL**

E 2.1  
 November 25, 2019





**GENERAL SHEET NOTES**

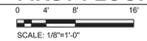
- A. COORDINATE EXACT LOCATION AND MOUNTING HEIGHT OF RECEPTACLES, VOICEDATA, OUTLETS AND ELECTRICAL DEVICES WITH ARCHITECT PRIOR TO INSTALLATION.
- B. COORDINATE EXACT LOCATION AND POWER REQUIREMENTS OF HVAC UNITS WITH DIVISION 23 PRIOR TO INSTALLATION.

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- L1B GARDCO BY SIGNIFY "SOFTVIEW" SERIES - 3000K, WARM WHITE, 54 WATTS, 5371 LUMENS, TYPE 1R DISTRIBUTION
- L1C GARDCO BY SIGNIFY "SOFTVIEW" SERIES - 3000K, WARM WHITE, 54 WATTS, 5718 LUMENS, TYPE 3 DISTRIBUTION
- L2 GARDCO BY SIGNIFY "SOFTVIEW" SERIES - 3000K, WARM WHITE, 95 WATTS, 8018 LUMENS, TYPE C0 DISTRIBUTION
- L3 GARDCO BY SIGNIFY "SOFTVIEW" SERIES - 3000K, WARM WHITE, 37 WATTS, 4223 LUMENS, TYPE C0 DISTRIBUTION
- L4 BEGA "11094" SERIES - 3000K, 5.3 WATTS, 322 LUMENS

NOTE:  
 UPLIGHTING NOT ALLOWED IN SPECIFIC PLAN AREA.  
 ADDITIONAL REVIEW OF BUILDING MOUNTED LIGHTS WILL BE REQUIRED AT THE BUILDING PERMIT STAGE.

**1 FIRST FLOOR PLAN - ELECTRICAL**



PROJECT: 2018-0538  
 CONTACT: **INTERFACE ENGINEERING**  
 135 Main Street  
 Suite 400  
 San Francisco, CA 94105  
 TEL: 415 489 7240  
 FAX: 415 489 7289  
 www.interfaceengineering.com

FORM4 ARCHITECTURE • THE GUZZARDO PARTNERSHIP • KIER & WRIGHT • ADAPTURE • INTERFACE ENGINEERING

**706 SANTA CRUZ AVE. MENLO PARK**  
 Architectural Review  
 706 Santa Cruz Ave., LLC.

**FIRST FLOOR PLAN - ELECTRICAL**

E 2.2  
 November 25, 2019



FIXTURE L1A, L1B, L1C & L2



Gardco's new LED lighting garage's and carports with technology providing more lumens per watt and more light in a smaller footprint. The new technology provides superior lumens per watt and more light in a smaller footprint. The new technology provides superior lumens per watt and more light in a smaller footprint.

Shipping guide

Fixture	Weight	Dimensions	Notes
L1A	1.5 lbs	10" x 10" x 2"	Standard
L1B	1.5 lbs	10" x 10" x 2"	Standard
L1C	1.5 lbs	10" x 10" x 2"	Standard
L2	1.5 lbs	10" x 10" x 2"	Standard

- 1. Standard LED lighting fixture
- 2. Standard LED lighting fixture
- 3. Standard LED lighting fixture

FIXTURE L4

LED wall sconce

Model: L4  
 Type: L4  
 Project: [blank]  
 Usage: [blank]  
 Color: [blank]  
 Finish: [blank]

Type: L4  
 Project: [blank]  
 Usage: [blank]  
 Color: [blank]  
 Finish: [blank]



**LAYOUT LEGEND**

- Ground Cover E.C. Expansion Joint
- Restraint Concrete Paving S.A.D. See Architect's Drawings
- Detail Number S.C.D. See Civil Engineer's Drawings
- Sheet Number S.E.D. See Electrical Engineer's Drawings
- Property Line S.M.D. See Mechanical Engineer's Drawings
- Center Line S.P.O. See Plumbing Engineer's Drawings
- Align
- Accent Light S.E.D. See Color and Finish Schedule
- Wall Light S.E.D. See Color and Finish Schedule
- Utility Boxes S.C.D.
- Below grade utilities as noted, S.C.D.

**COLOR AND FINISH SCHEDULE**

- NEW CONCRETE PAVING**  
Install grey concrete with light brown stain. Sweep perpendicular to path of travel.
- NEW BRICK PAVING**  
To Match Existing
- UNIT FINISHES**  
By Selecta Design, www.selectadesign.com, 707.507.0610  
Type 1: Expressions - 24"x24" Pattern to be Stained, Color: (336) 100-110, (336) 101-00, (336) 101-20
- WOOD DECKING**  
By Kabony, www.kabony.com, 800.330.9856  
MIL 2023, Safety Class 40F 36x142mm Boardwalk Decking w/ Site Site for Hidden Clip System. Finish w/ Acid-Proof (64) Stain or equivalent.
- PRE-CAST PLANTERS**  
By Tournast StoneWorks, www.tournast.com, 800.542.2282  
Type 1: White Weathering Steel Planter, MIL: 09H-954800, 48"(L) x 48"(W) x 36"(H), Weight: 344 lbs. w/ Full Vot (w/ See-Through) WVI-5K, QTY: 11  
Type 2: White Weathering Steel Planter, MIL: 09H-952400, 24"(L) x 24"(W) x 24"(H), Weight: 106 lbs. w/ Full Vot (w/ See-Through) WVI-5K, QTY: 7  
Type 3: White Weathering Steel Planter, MIL: 09H-95601924, 60"(L) x 18"(W) x 24"(H), Weight: 177 lbs. w/ Full Vot (w/ See-Through) WVI-5K, QTY: 2
- BIKE RACK**  
By Palmer Design, www.palmerdesign.com, 415.533.6400  
MIL: W0222-00-P-02, White Circular Rack - 36"(W) x 32"(H), 304 SS W/ty. Finish: Powder Coat, Color: Black, QTY: 2

**CONSTRUCTION NOTES**

- 1) Existing sidewalk conditions and planting in Santa Cruz Ave. and Chestnut Ave. to remain, or where required to be removed to match existing.

**OUTDOOR WATER USE EFFICIENCY CHECKLIST**  
City of Menlo Park Water Efficient Landscape Ordinance  
OUTDOOR WATER USE EFFICIENCY CHECKLIST  
To be Completed by Applicant

Item	Requirement	Compliance	Notes
1	Water Efficient Landscape Ordinance (WEL) 1.1.1	Yes	
2	Water Efficient Landscape Ordinance (WEL) 1.1.2	Yes	
3	Water Efficient Landscape Ordinance (WEL) 1.1.3	Yes	
4	Water Efficient Landscape Ordinance (WEL) 1.1.4	Yes	
5	Water Efficient Landscape Ordinance (WEL) 1.1.5	Yes	
6	Water Efficient Landscape Ordinance (WEL) 1.1.6	Yes	
7	Water Efficient Landscape Ordinance (WEL) 1.1.7	Yes	
8	Water Efficient Landscape Ordinance (WEL) 1.1.8	Yes	
9	Water Efficient Landscape Ordinance (WEL) 1.1.9	Yes	
10	Water Efficient Landscape Ordinance (WEL) 1.1.10	Yes	
11	Water Efficient Landscape Ordinance (WEL) 1.1.11	Yes	
12	Water Efficient Landscape Ordinance (WEL) 1.1.12	Yes	
13	Water Efficient Landscape Ordinance (WEL) 1.1.13	Yes	
14	Water Efficient Landscape Ordinance (WEL) 1.1.14	Yes	
15	Water Efficient Landscape Ordinance (WEL) 1.1.15	Yes	
16	Water Efficient Landscape Ordinance (WEL) 1.1.16	Yes	
17	Water Efficient Landscape Ordinance (WEL) 1.1.17	Yes	
18	Water Efficient Landscape Ordinance (WEL) 1.1.18	Yes	
19	Water Efficient Landscape Ordinance (WEL) 1.1.19	Yes	
20	Water Efficient Landscape Ordinance (WEL) 1.1.20	Yes	
21	Water Efficient Landscape Ordinance (WEL) 1.1.21	Yes	
22	Water Efficient Landscape Ordinance (WEL) 1.1.22	Yes	
23	Water Efficient Landscape Ordinance (WEL) 1.1.23	Yes	
24	Water Efficient Landscape Ordinance (WEL) 1.1.24	Yes	
25	Water Efficient Landscape Ordinance (WEL) 1.1.25	Yes	
26	Water Efficient Landscape Ordinance (WEL) 1.1.26	Yes	
27	Water Efficient Landscape Ordinance (WEL) 1.1.27	Yes	
28	Water Efficient Landscape Ordinance (WEL) 1.1.28	Yes	
29	Water Efficient Landscape Ordinance (WEL) 1.1.29	Yes	
30	Water Efficient Landscape Ordinance (WEL) 1.1.30	Yes	

**OUTDOOR WATER USE EFFICIENCY CHECKLIST**

Item	Requirement	Compliance	Notes
1	Water Efficient Landscape Ordinance (WEL) 1.1.1	Yes	
2	Water Efficient Landscape Ordinance (WEL) 1.1.2	Yes	
3	Water Efficient Landscape Ordinance (WEL) 1.1.3	Yes	
4	Water Efficient Landscape Ordinance (WEL) 1.1.4	Yes	
5	Water Efficient Landscape Ordinance (WEL) 1.1.5	Yes	
6	Water Efficient Landscape Ordinance (WEL) 1.1.6	Yes	
7	Water Efficient Landscape Ordinance (WEL) 1.1.7	Yes	
8	Water Efficient Landscape Ordinance (WEL) 1.1.8	Yes	
9	Water Efficient Landscape Ordinance (WEL) 1.1.9	Yes	
10	Water Efficient Landscape Ordinance (WEL) 1.1.10	Yes	
11	Water Efficient Landscape Ordinance (WEL) 1.1.11	Yes	
12	Water Efficient Landscape Ordinance (WEL) 1.1.12	Yes	
13	Water Efficient Landscape Ordinance (WEL) 1.1.13	Yes	
14	Water Efficient Landscape Ordinance (WEL) 1.1.14	Yes	
15	Water Efficient Landscape Ordinance (WEL) 1.1.15	Yes	
16	Water Efficient Landscape Ordinance (WEL) 1.1.16	Yes	
17	Water Efficient Landscape Ordinance (WEL) 1.1.17	Yes	
18	Water Efficient Landscape Ordinance (WEL) 1.1.18	Yes	
19	Water Efficient Landscape Ordinance (WEL) 1.1.19	Yes	
20	Water Efficient Landscape Ordinance (WEL) 1.1.20	Yes	
21	Water Efficient Landscape Ordinance (WEL) 1.1.21	Yes	
22	Water Efficient Landscape Ordinance (WEL) 1.1.22	Yes	
23	Water Efficient Landscape Ordinance (WEL) 1.1.23	Yes	
24	Water Efficient Landscape Ordinance (WEL) 1.1.24	Yes	
25	Water Efficient Landscape Ordinance (WEL) 1.1.25	Yes	
26	Water Efficient Landscape Ordinance (WEL) 1.1.26	Yes	
27	Water Efficient Landscape Ordinance (WEL) 1.1.27	Yes	
28	Water Efficient Landscape Ordinance (WEL) 1.1.28	Yes	
29	Water Efficient Landscape Ordinance (WEL) 1.1.29	Yes	
30	Water Efficient Landscape Ordinance (WEL) 1.1.30	Yes	

**Material Schedule**

Item	Description	Quantity	Unit	Notes
1	White Weathering Steel Planter (Type 1)	11	Each	
2	White Weathering Steel Planter (Type 2)	7	Each	
3	White Weathering Steel Planter (Type 3)	2	Each	
4	Concrete Paving	100	Sq. Yd.	
5	Brick Paving	100	Sq. Yd.	
6	Wood Decking	100	Sq. Yd.	
7	Pre-Cast Planters	10	Each	
8	Bike Rack	2	Each	

**PLANT PALETTE**

TREE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS
Star Tree	2	Bambusa latifolia gracilis	Gracile Bamboo	24" Box	Low
Star Tree	3	Laurea Savatieri	Savatieri Laurel	48" Box	Low

SHRUB	BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS
AC	Acacia greggii 'Cousin It'	Little River Wattle	5gal	Low
AN	Andropogon 'Big Red'	Red Rangelass Paw	1gal	Low
AJ	Azalea 'Sunset Variegata'	Variegated Shell Ginger	1gal	Medium
BR	Baccharis macrophylla 'Green Beauty'	Green Beauty Broomclad	5gal	Medium
DE	Deutzia 'Snow White Golden'	Snow White Golden Deutzia	5gal	Medium
CF	Carex lasiocarpa 'Star's Fire'	Orange Sedge	5gal	Medium
HF	Hemerocallis 'Hybrid'	Evergreen Daylily	5gal	Medium
LC	Leucophaea 'Santiflorus' 'Venus Spine'	Hardy Phlox	5gal	Low
LD	Limonium 'perfektus'	French Lavender	5gal	Low
MS	Malva 'Soleil d'Or'	French Malva	5gal	Low
MR	Malva 'Soleil d'Or'	French Malva	5gal	Low
PR	Prunella 'Indigo' 'White Butterflies'	Deer Seat Red Shrub	5gal	Medium
PH	Phlox 'Sunset' 'Kamisa Waver'	New Zealand Phlox	5gal	Low
PS	Phlox 'Soleil d'Or'	French Malva	5gal	Medium
RD	Rosa 'Flower Carpet Amber'	River Carpet Amber Rose	5gal	Low
SH	Shrub 'regina'	Red of Paradise	5gal	Medium
SJ	Trachelium 'jacobaeae'	Star Jasmine	1gal	Medium
SM	Tridax 'regina'	Garden Nasturtium	5gal	Medium

All planted areas are to be watered with an approved automatic underground irrigation system. Potable irrigation water will be delivered by drip irrigation devices. The system shall be designed to make efficient use of water through conservation techniques, and be in compliance with resolution 62811, as required by the State of California.

An application and detailed landscape irrigation plan will be submitted with the building permit submittal package. All planting and irrigation will be in compliance with the city's Water Efficient Landscape Ordinance.

The final construction documents will provide the contractor with an understanding of the design intent for the maintenance of the planting areas regarding care and pruning of the site. The maintenance contractor shall furnish all labor, equipment, materials and supervision required to properly maintain the landscaped areas in an attractive condition and as described in the project maintenance specifications.

**IRRIGATION PERFORMANCE SPECIFICATIONS**

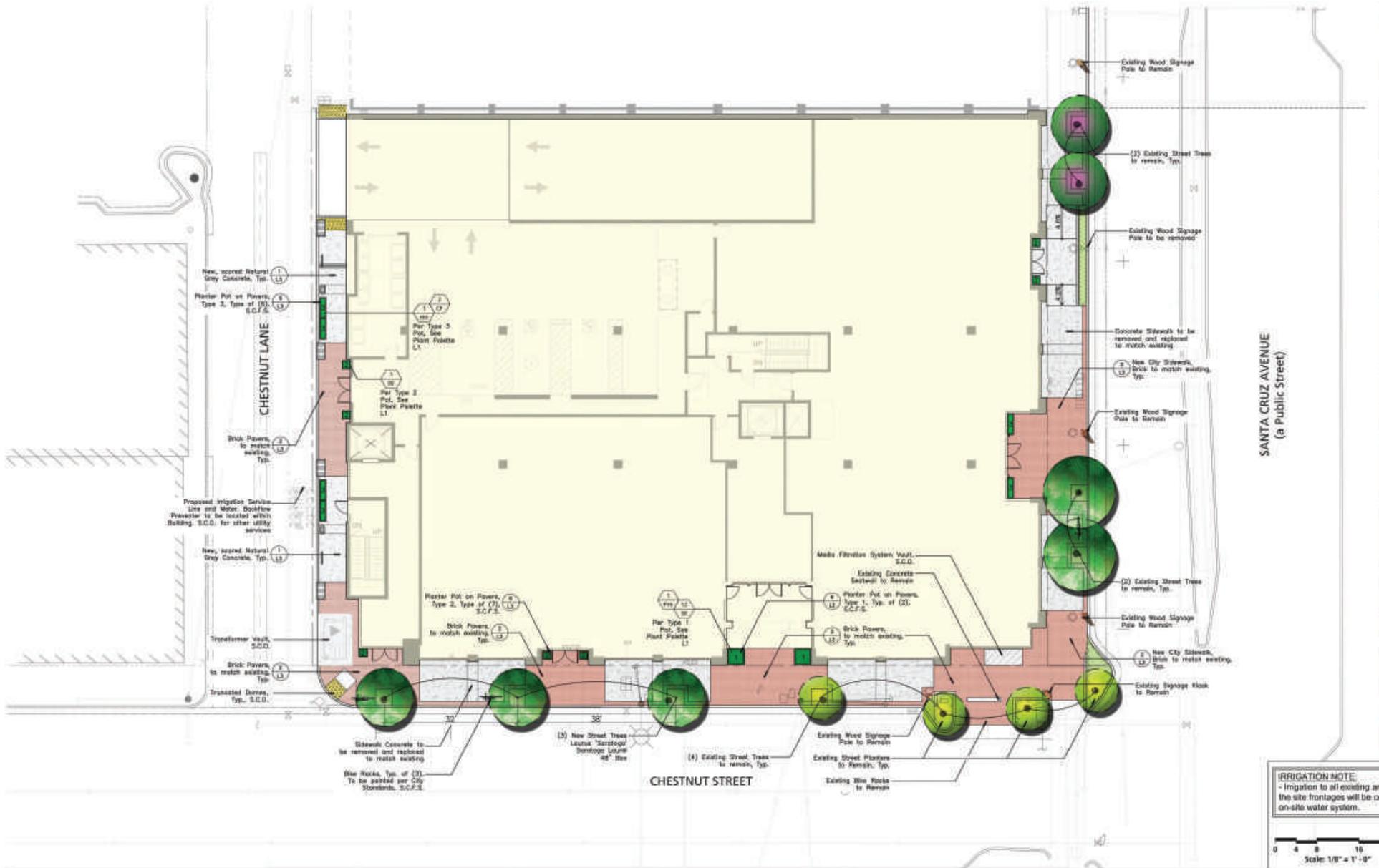
Project is Design/Build and shall meet Landscape Water Use Ordinance. All proposals shall meet the requirements of the outline specifications below:

- Planting Areas and Method of Irrigation**
    - Shrub Areas - New trees and shrubs shall be irrigated with drip emitters or bubblers.
    - Lean Areas - Lean areas shall be irrigated with smart turf spray sprinklers having a radius capacity of 12' to 15' and a 4" pop-height.
  - Irrigation Equipment**
    - Point of Connection**  
A gate valve shall be provided under work of another section. Irrigation demand is not to exceed sixty (60) gallons per minute. Required pressure is 80 P.S.I. or more.
    - Remote Control Valves**  
An electrically actuated solenoid control valve shall control each circuit of sprinklers. Size will vary according to gpm demand of circuit. Sizes to be 3/4" through 2". Valves shall be Rainbird ECV series, anti-siphon valves. Valves shall be housed in a plastic valve box set flush with grade. Pops gravel shall be installed below valve. 4" deep. Four bricks shall support the plastic valve box at the base of the box, below grade. Solenoid control wire shall be spliced using epoxy-filled waterproof splice packs.
    - Controller and Wire**  
A solid-state controller shall control the operation of the irrigation system. The controller shall be Hunter ACC with Solar Sync and Real-time Flow Monitoring system. The controller shall be mounted outdoors adjacent to existing controller. The housing shall be weatherproof. Each controller station will require an underground AWG-LF 14-1 control wire to the valve locations. A common wire AWG-LF 12-1 shall be connected to all valves related to a single controller.
    - Pipe and Fittings**
      - Main line (constant pressure): 3" and smaller pipe shall be plastic PVC 1120; Schedule 40 with plastic PVC Schedule 40 solvent weld fittings, buried 18" deep.
      - Lateral line (non-constant pressure) to sprinklers: Pipe shall be plastic PVC 1120-200 PSI with plastic Schedule 40 solvent weld fittings, buried 12" deep.
    - Sleeving**  
All pipe under paving shall be housed in a PVC plastic pipe sleeve. Sleeving material shall be 1/2"-3/4" P.S.I. PVC plastic pipe of size adequate to accommodate necessary pipes and wiring. Sleeves shall extend beyond walk, curb, or edge of paving. Sleeves shall be installed by concrete subcontractor.
    - Wye Strainer**  
Wye strainer shall be of plastic construction with 150 mesh PVC screen. Strainer shall be placed in a wye box below grade and connected into the lateral line downstream of the drip irrigation remote control valves.
    - Trim all spray heads to eliminate overspray onto walk and building.**
- This performance specification is intended as a brief description of the methods of irrigation to be applied to this project. This specification is not intended as a construction document.

**SHEET INDEX**

- L-1 Landscape Notes and Legends
- L-2.1 Level 1 - Landscape Plan
- L-2.2 Level 2 - Landscape Plan
- L-2.3 Level 3 - Landscape Plan
- L-3 Landscape Details
- L-4 The Deposition Plan





FORM4 ARCHITECTURE • THE GUZZARDO PARTNERSHIP • KIER & WRIGHT • ADAPTURE • INTERFACE ENGINEERING

# 706 SANTA CRUZ AVE. MENLO PARK

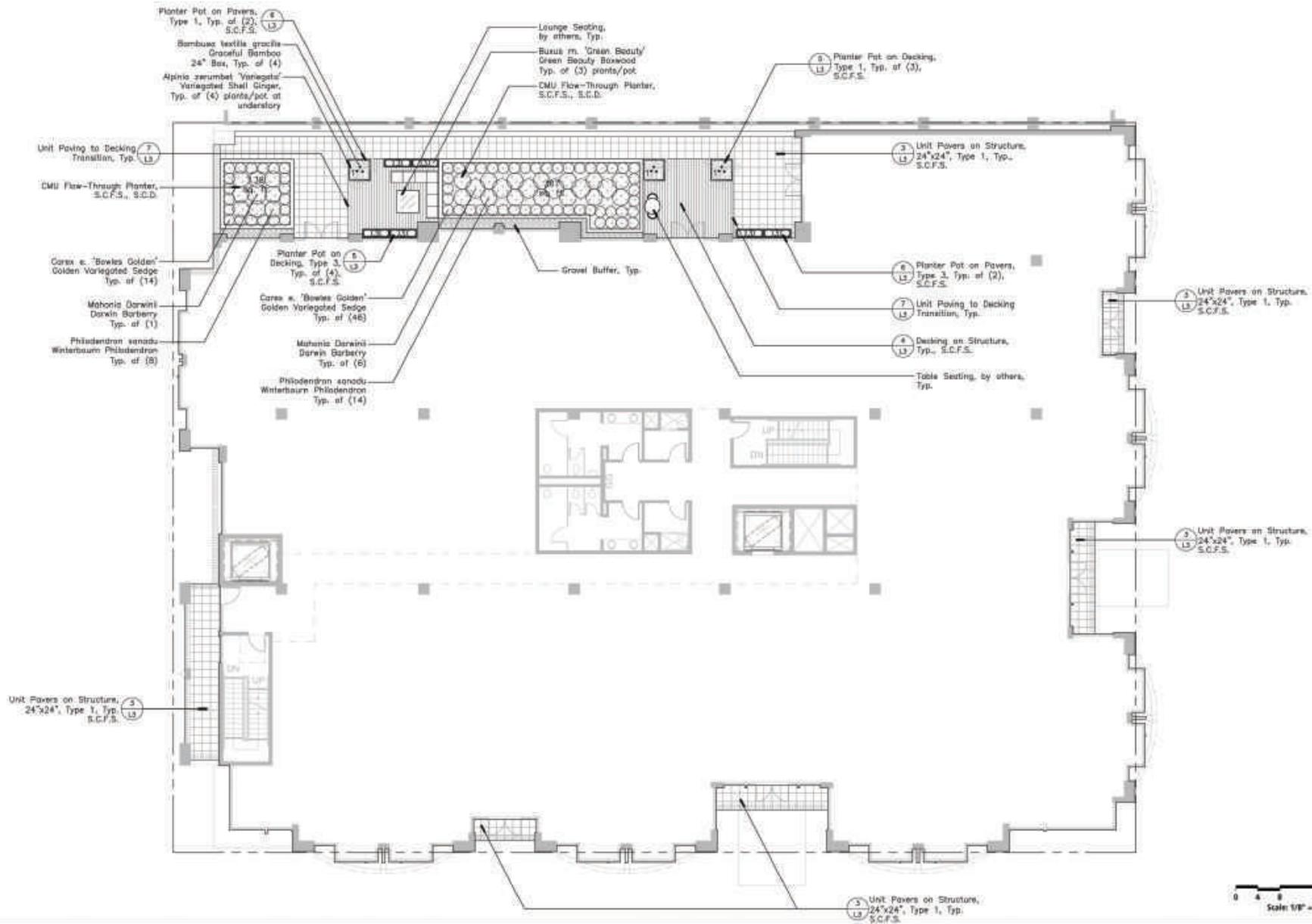
Architectural Review  
 706 Santa Cruz Ave., LLC.



## LEVEL 1- LANDSCAPE PLAN

L 2.1  
 November 25, 2019





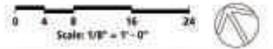
FORM4 ARCHITECTURE • THE GUZZARDO PARTNERSHIP • KIER & WRIGHT • ADAPTURE • INTERFACE ENGINEERING

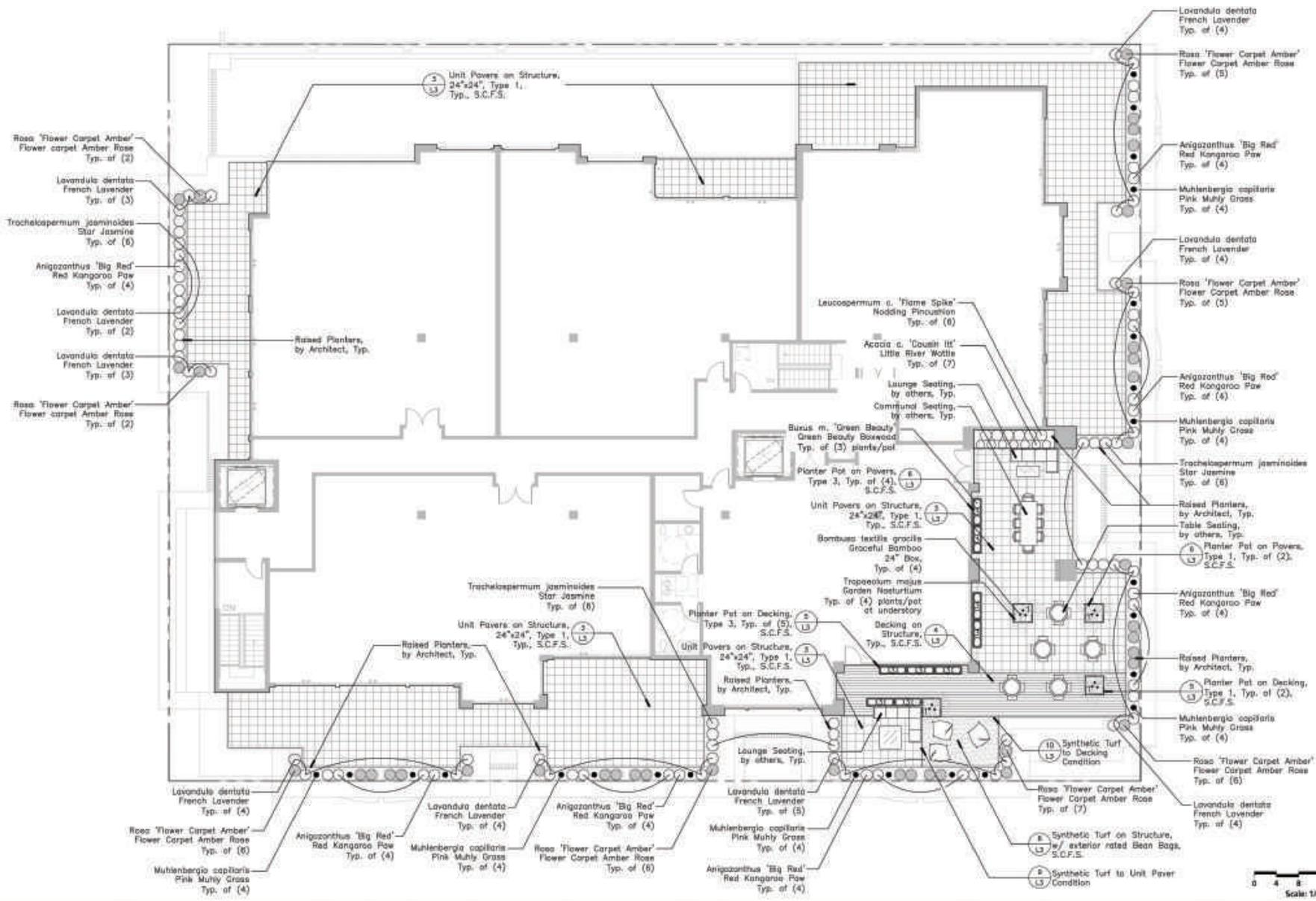
**706 SANTA CRUZ AVE. MENLO PARK**  
 Architectural Review  
 706 Santa Cruz Ave., LLC.

The  
**GUZZARDO PARTNERSHIP INC.**  
 Landscape Architects - Local Planners  
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**LEVEL 2- LANDSCAPE PLAN**

L 2.2  
 November 25, 2019





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# 706 SANTA CRUZ AVE. MENLO PARK

Architectural Review  
706 Santa Cruz Ave., LLC.

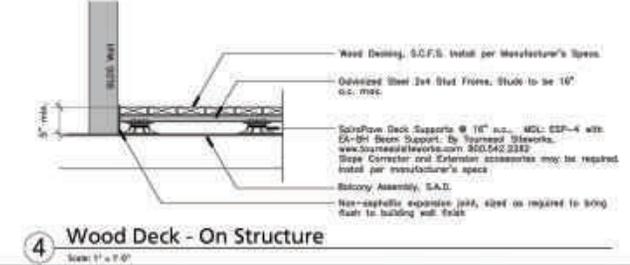
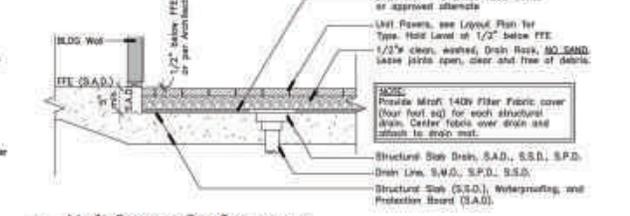
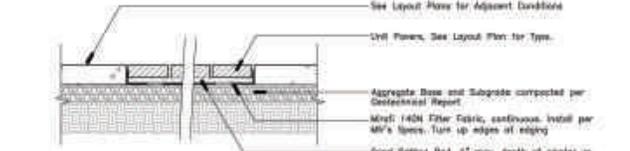
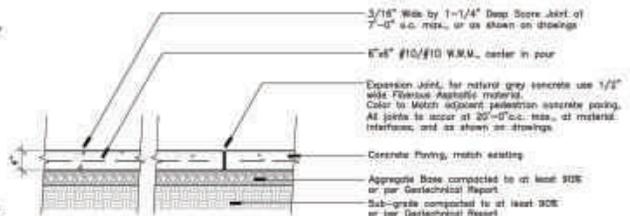
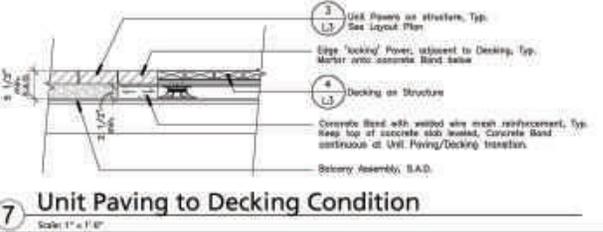
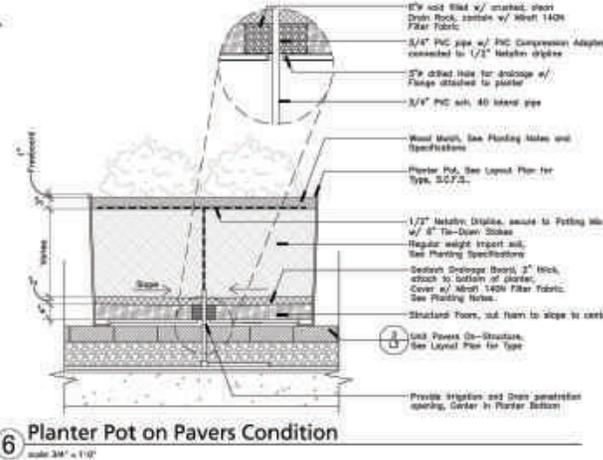
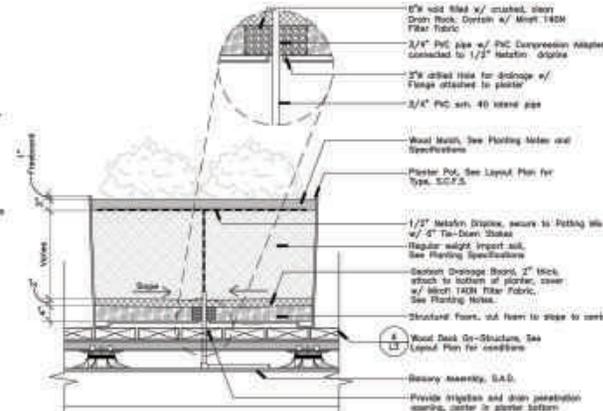
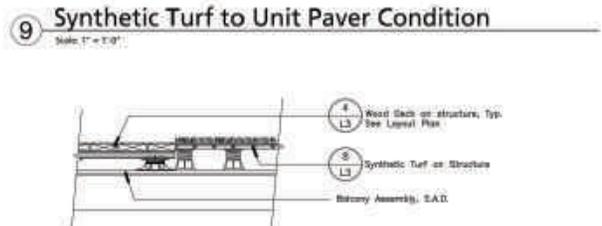
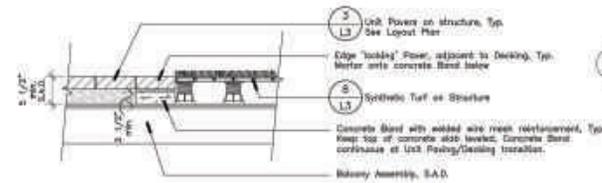
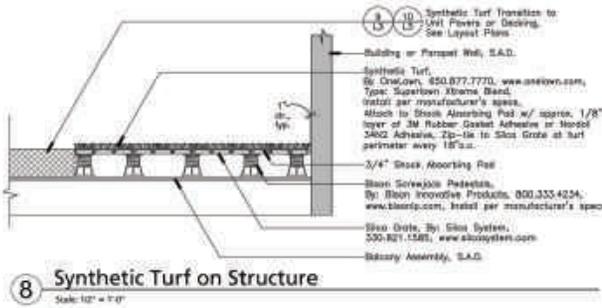


## LEVEL 3- LANDSCAPE PLAN

L 2.3  
November 25, 2019







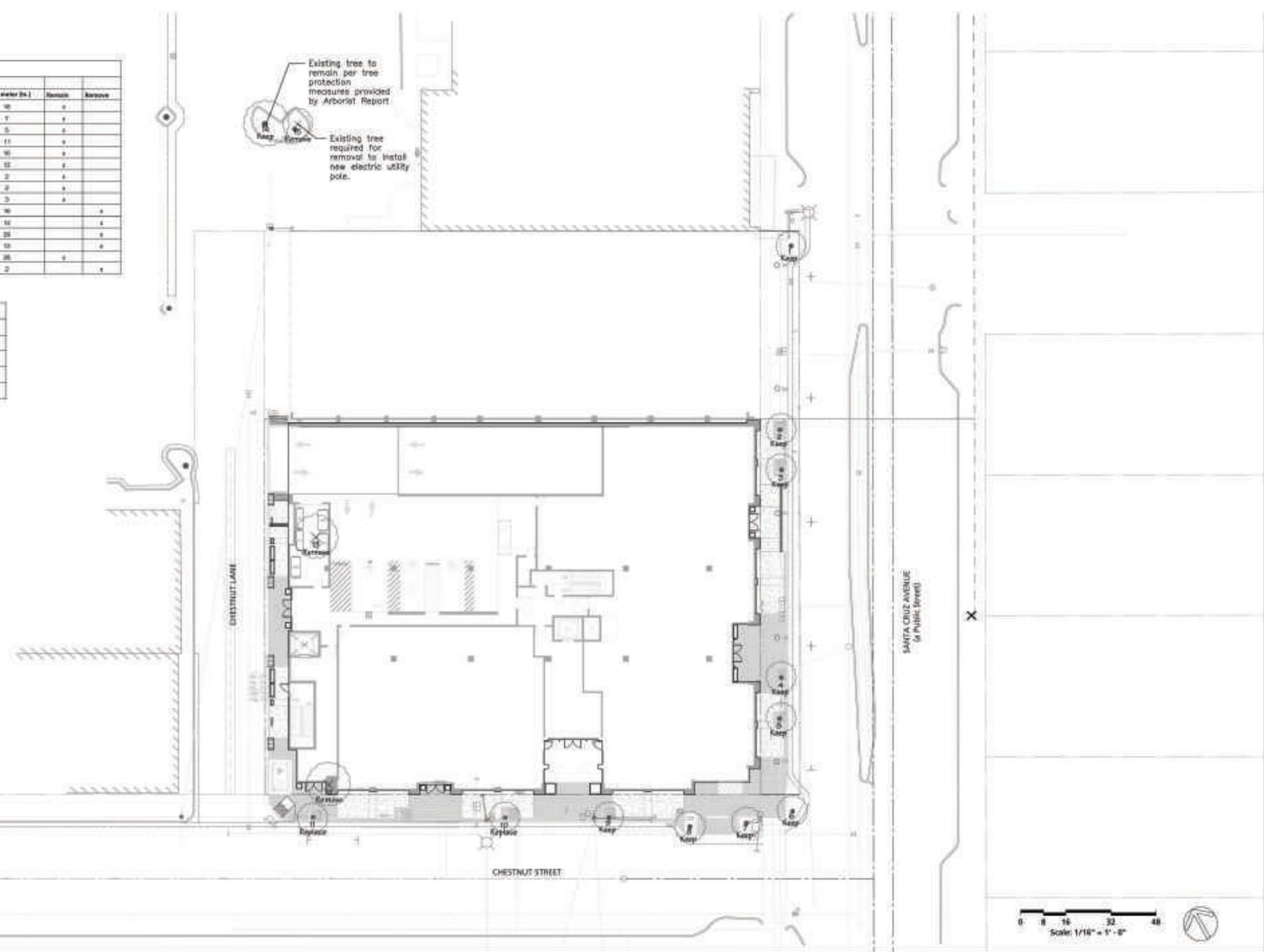
EXISTING TREE INVENTORY - 11/16/2019					
Tag No.	Botanical Name	Common Name	Trunk Dia. at 4.1'	Remove	Retain
1	Tilia cordata	Libellul Linden	10	+	
2	Lagerstrœmia indica	Crape Myrtle	7	+	
3	Lagerstrœmia indica	Crape Myrtle	5	+	
4	Pithecomium umbellatum	Winkler Bee	11	+	
5	Pithecomium umbellatum	Winkler Bee	10	+	
6	Tilia cordata	Libellul Linden	12	+	
7	Ficus religiosa	Flowering Pear	2	+	
8	Ficus religiosa	Flowering Pear	2	+	
9	Ficus religiosa	Flowering Pear	3	+	
10	Pithecomium umbellatum	Winkler Bee	10		+
11	Pithecomium umbellatum	Winkler Bee	12		+
12	Ulmus glabra ssp. hollandica	Calluna Bay Tree	22		+
13	Rosa rugosa	Shrub Rose	12		+
14	Crataegus alpinus	Quince Tree	20		+
15	Rosa alba	Old Rose	2		+

EXISTING AND PROPOSED TREES	
Total Existing Trees	16
Total Existing Trees to be Retained	5
Total Existing Trees to be Removed	11
Total Proposed Trees	12
Net Total Trees for Project	27

**TREE DISPOSITION LEGEND**

 Existing Tree to be removed  
 Existing Tree to Retain

NOTE: Tree Disposition Plan has been prepared based on Arbores Report prepared by Grant L. Baker, The Arbores Report dated November 16th, 2019 for tree located on site.



FORM4 ARCHITECTURE • THE GUZZARDO PARTNERSHIP • KIER & WRIGHT • ADAPTURE • INTERFACE ENGINEERING

**706 SANTA CRUZ AVE. MENLO PARK**  
 Architectural Review  
 706 Santa Cruz Ave., LLC.

**THE GUZZARDO PARTNERSHIP INC.**  
 Landscape Architects - Local Planners  
 181 Governors' Drive  
 San Francisco, CA 94117  
 T 415 403 6623  
 F 415 403 5963

**TREE DISPOSITION PLAN**

L 4.0  
 November 25, 2019



**LEGEND**

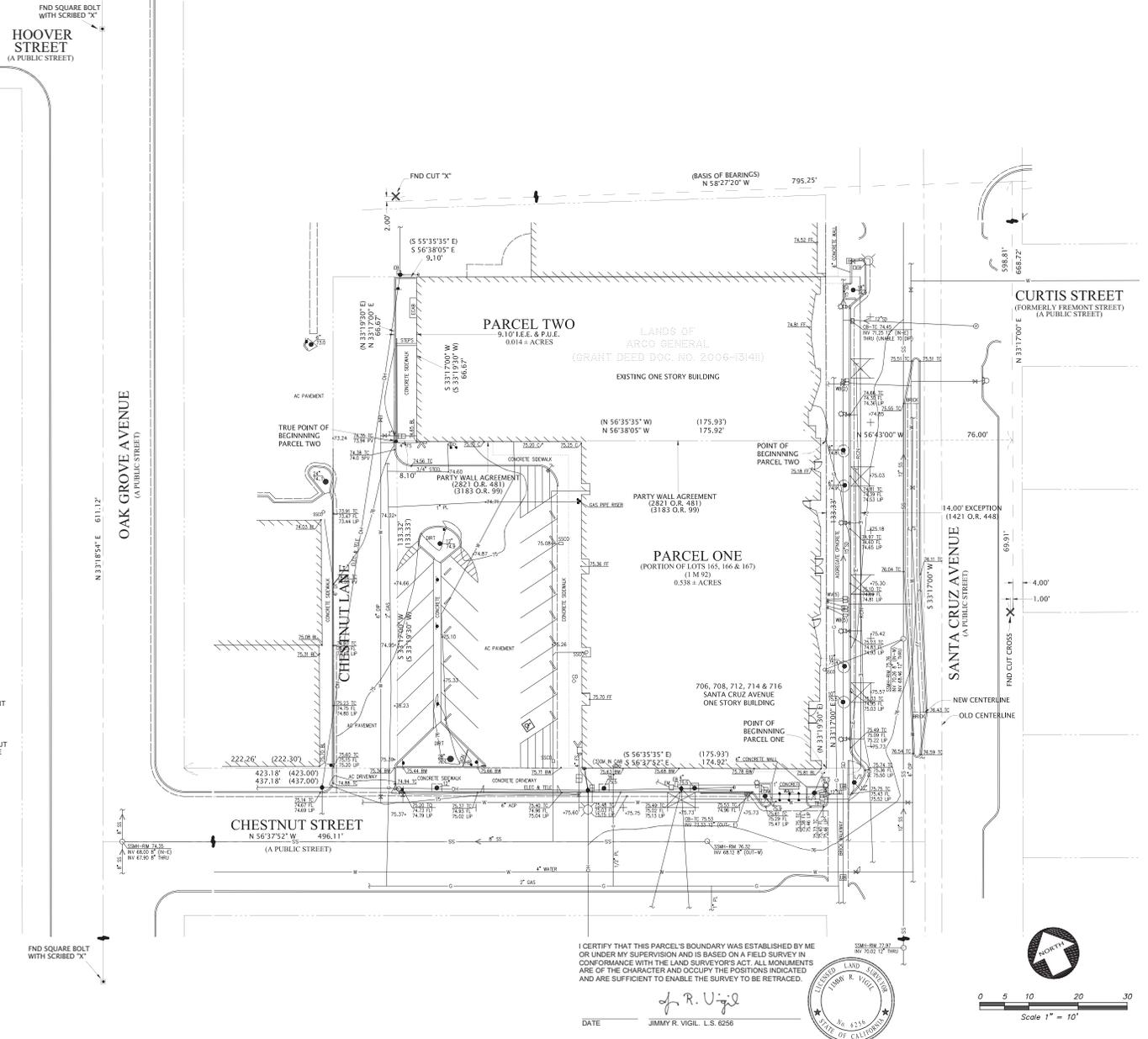
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTERLINE
- MONUMENT LINE
- EASEMENT
- BUILDING LINE WITH DOOR
- BUILDING OVERHANG
- FOUND MONUMENT AS NOTED
- LIGHT
- STREET LIGHT
- FIRE HYDRANT
- MANHOLE
- CLEAN OUT
- GAS METER
- UTILITY POLE W/ GUY WIRE
- VALVE
- CATCH BASIN / DROP INLET
- WATER METER
- FIRE DEPARTMENT CONNECTION
- BACK FLOW PREVENTER
- UTILITY BOX (SIZE VARIES)
- SIGN
- BOLLARD
- FIRE SPRINKLER ALARM
- TREE W/ SIZE AND ELEVATION
- SPOT ELEVATION
- AERIAL SPOT ELEVATION
- RECORD INFORMATION
- CONTOUR
- INDEX CONTOUR
- CURB
- CURB & GUTTER
- CONCRETE
- FENCE
- EDGE OF PAVEMENT
- SANITARY SEWER
- STORM DRAIN
- WATER
- GAS
- UNDERGROUND ELECTRIC
- TELEPHONE
- OVERHEAD

**ABBREVIATIONS**

- AC ASPHALTIC CONCRETE
- BL BUILDING
- BW BACK OF WALK
- CB CATCH BASIN
- DOC DOCUMENT
- EB ELECTRIC BOX
- ECAB ELECTRIC CABINET
- FL FLOW LINE
- FND FOUND
- FSA FIRE SPRINKLER ALARM
- HB HOSEBIB
- I.E.E. INGRESS/EGRESS EASEMENT
- LP LIP OF GUTTER
- NO. NUMBER
- O.R. OFFICIAL RECORD
- P.U.E. PUBLIC UTILITY EASEMENT
- SSCO SANITARY SEWER CLEAN OUT
- SSMH SANITARY SEWER MANHOLE
- TB TELEPHONE BOX
- TC TOP OF CURB
- WB WATER BOX

**NOTES**

1. THIS SURVEY WAS PREPARED FROM INFORMATION FURNISHED IN A PRELIMINARY TITLE REPORT, PREPARED BY OLD REPUBLIC TITLE COMPANY, ORDER NO. 0626025124A-JG, DATED DECEMBER 31, 2014. NO LIABILITY IS ASSUMED FOR MATTERS OF RECORD NOT STATED IN SAID PRELIMINARY TITLE REPORT THAT MAY AFFECT THE BOUNDARY LINES, EXCEPTIONS, OR EASEMENTS AFFECTING THE PROPERTY.
2. THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS TOPOGRAPHIC SURVEY WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. (A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL UNKNOWN UNDERGROUND UTILITIES.) HOWEVER, THE ENGINEER CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED, BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.
3. BENCHMARK LU1110: DISK SET IN MASSIVE STRUCTURE, 0.1 MILE SOUTHWEST OF SOUTHERN PACIFIC COMPANY RAILROAD STATION, AT THE INTERSECTION OF SANTA CRUZ AVENUE AND EL CAMINO REAL AT THE ELLIOT BUILDING, IN THE TOP PROJECTION OF FOUNDATION. ELEVATION: 73.85 FEET (DATUM) NAVD 1988
4. A.P.N.: 071-103-250
5. FLOOD ZONE NOTE: THIS SITE IS IN FLOOD ZONE "X", AREAS OF DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD, PER FLOOD INSURANCE RATE MAP COMMUNITY NO. 060321 0308 E DATED OCTOBER 16, 2012.
6. BASIS OF BEARINGS: THE BEARING OF NORTH 58°27'20" WEST TAKEN ON THE MONUMENT LINE OF EL CAMINO REAL AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON FEBRUARY 14, 1991 IN BOOK 64 OF PARCEL MAPS AT PAGES 57-68, SAN MATEO COUNTY RECORDS WAS TAKEN AS THE BASIS OF ALL BEARINGS SHOWN HEREON.



NO.	BY	REVISION

**KIER & WRIGHT**  
 CIVIL ENGINEERS & SURVEYORS, INC.  
 14000 El Camino Real, Suite 200  
 Los Alamitos, California 94551  
 Tel: (925) 245-8796  
 Fax: (925) 245-8796  
 www.kierwright.com

TOPOGRAPHIC & BOUNDARY SURVEY OF  
**706 SANTA CRUZ AVE**  
 FOR  
**FORM4 ARCHITECTURE**  
 CALIFORNIA  
 MENLO PARK, CA

DATE	MAY 2019
SCALE	AS SHOWN
DESIGNER	ST
DRAFTER	RS
JOB NO.	A14009-2
SHEET	C1.0
OF	9 SHEETS

**LEGEND**

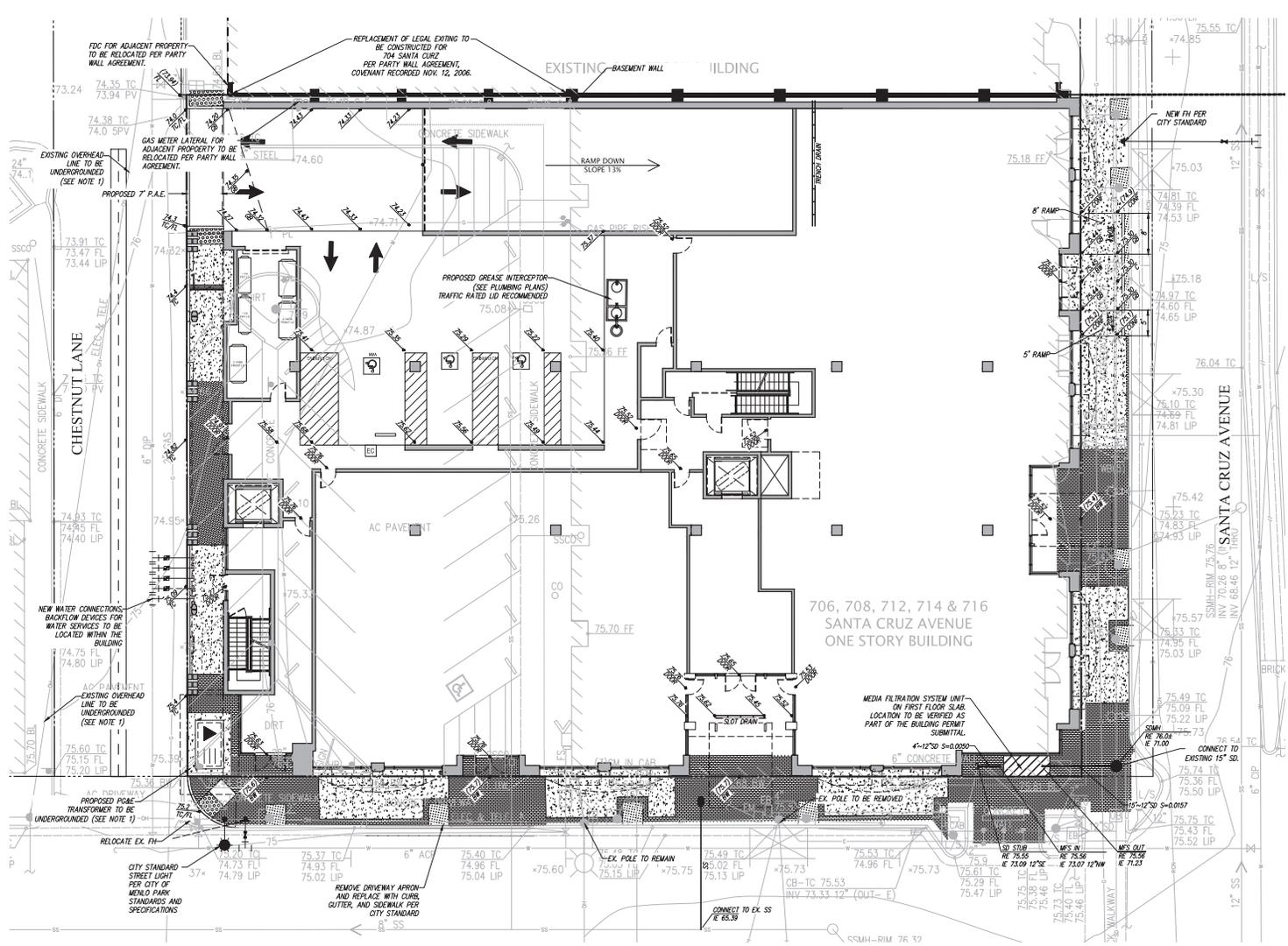
PROPERTY LINE	---
ADJACENT PROPERTY LINE	---
CENTERLINE	---
EASEMENT	---
NON-ACCESS	---
PUMP	⊕
STORM DRAIN MANHOLE	⊕
CATCH BASIN	⊕
MEDIA FILTRATION SYSTEM	⊕
SANITARY SEWER MANHOLE	⊕
FIRE HYDRANT(FH)/WET BARREL TYPE WITH ONE 4 1/2 INCH CONNECTION AND TWO 2 1/2 INCH CONNECTIONS	⊕
GATE VALVE	I
WATER METER	I
POST INDICATOR VALVE	I
FIRE DISTRICT CONNECTION	I
SPRINKLER SYSTEM RISER	I
BACK FLOW PREVENTER	I
CHECK VALVE	I
REDUCER	I
LIGHT	⊕
GAS METER	⊕
TRANSFORMER	⊕
SPOT ELEVATION	100.00
HANDICAP STALL	⊕
CURB	---
CURB & GUTTER	---
RED CURB	---
RIDGE	---
SANITARY SEWER	SS
STORM DRAIN GRAVITY FLOW	SD
STORM DRAIN FORCED FLOW	SDFM
DOMESTIC WATER SERVICE	DW
FORCE MAIN	FM
FIRE SERVICE	FS
WATER	W
ELECTRIC	E
GAS	G
JOINT TRENCH	JT
PCC SIDEWALK	---
TRUNCATED DOMES	---
BIO-TREATMENT PLANTING	---
3" GRIND & OVERLAY	---

**ABBREVIATIONS**

BU	BUBBLE UP
COMM.	COMMERCIAL
DWS	DOMESTIC WATER SERVICE
EX	EXISTING
FDC	FIRE DEPARTMENT CONNECTION
FH	FIRE HYDRANT
FL	FLOW LINE
FS	FIRE SERVICE
INV	INVERT ELEVATION
IRR	IRRIGATION
OVD	OVERFLOW DRAIN
R	RIDGE
RES.	RESIDENTIAL
RM	RIM ELEVATION
SD	STORM DRAIN
SS	SANITARY SEWER
TW	TOP OF WALL
VERT.	VERTICAL
W	WITH

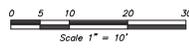
**NOTES**

- ALL OVERHEAD COMMUNICATION LINES ARE TO BE UNDERGROUND PER CITY AND LOCAL UTILITY COMPANYS STANDARDS AND SPECIFICATIONS. ALL UTILITIES TO BE UNDERGROUND ALONG THE PROJECT FRONTAGE SHALL BE TO THE SATISFACTION OF THE CITY OF MENLO PARK AND THE FIRE DISTRICT.
- PUBLIC SIDEWALK ACCESS TO ADJACENT PROPERTY TO BE COORDINATED WITH THE CITY OF MENLO PARK AS PART OF PERMIT DRAWINGS.
- DESIGN AND CONFIGURATION OF THE ALLEY-TYPE DRIVE AISLE ON CHESTNUT LANE SHALL TO BE COORDINATED WITH THE CITY OF MENLO PARK AND ISSUED AS PART OF PERMIT DRAWINGS.
- EXISTING STREET LIGHTS SHALL BE REPAIRSHED AND PAINTED PER CITY OF MENLO PARK STANDARDS AND SPECIFICATIONS. STREET LIGHTS SHALL BE UPGRADED TO LED FIXTURES.
- ALL EXISTING UTILITIES WITHIN PUBLIC SIDEWALK SHALL BE PROTECTED IN PLACE UNLESS NOTED OTHERWISE.
- BACKFLOW DEVICES SHALL BE LOCATED ON THE GARAGE FLOOR ELECTRICAL ROOM.
- REFER TO SHEET 2.0 FOR ON-SITE DESIGN INFORMATION.
- IRRIGATION TO ALL EXISTING AND NEW TREES ALONG THE SITE FRONTAGES WILL BE CONNECTED TO THE ON-SITE WATER SYSTEM.



**NOTES**

THE PROJECT WILL UNDERGROUND THE OVERHEAD UTILITIES ON CHESTNUT LANE AND CHESTNUT STREET. THE SCOPE OF THE WORK WILL BE DEFINED PRIOR TO THE APPROVAL OF THE FINAL MAP TO THE SATISFACTION OF THE FIRE DISTRICT AND THE CITY OF MENLO PARK.



NO.	REVISION
NO.	REVISION
NO.	REVISION
NO.	REVISION

**KIER & WRIGHT**  
 CIVIL ENGINEERS & SURVEYORS, INC.  
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 Phone (650) 245-8788  
 Fax (650) 245-8796  
 www.kierwright.com

**PRELIMINARY GRADING, DRAINAGE, UTILITY PLAN OF GROUND FLOOR**  
**706 SANTA CRUZ AVE**  
**FOR FORM 4 ARCHITECTURE**  
 CALIFORNIA  
 MENLO PARK.

DATE: MAY 2019  
 SCALE: AS SHOWN  
 DESIGNER: ST  
 DRAFTER: RS  
 JOB NO.: A14009-2  
 SHEET: **C2.0**  
 OF 9 SHEETS

**LEGEND**

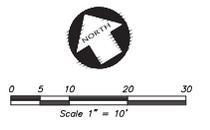
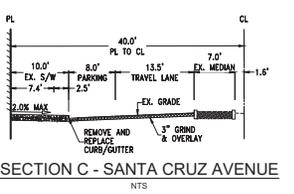
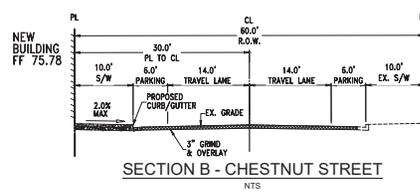
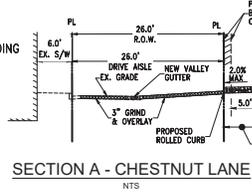
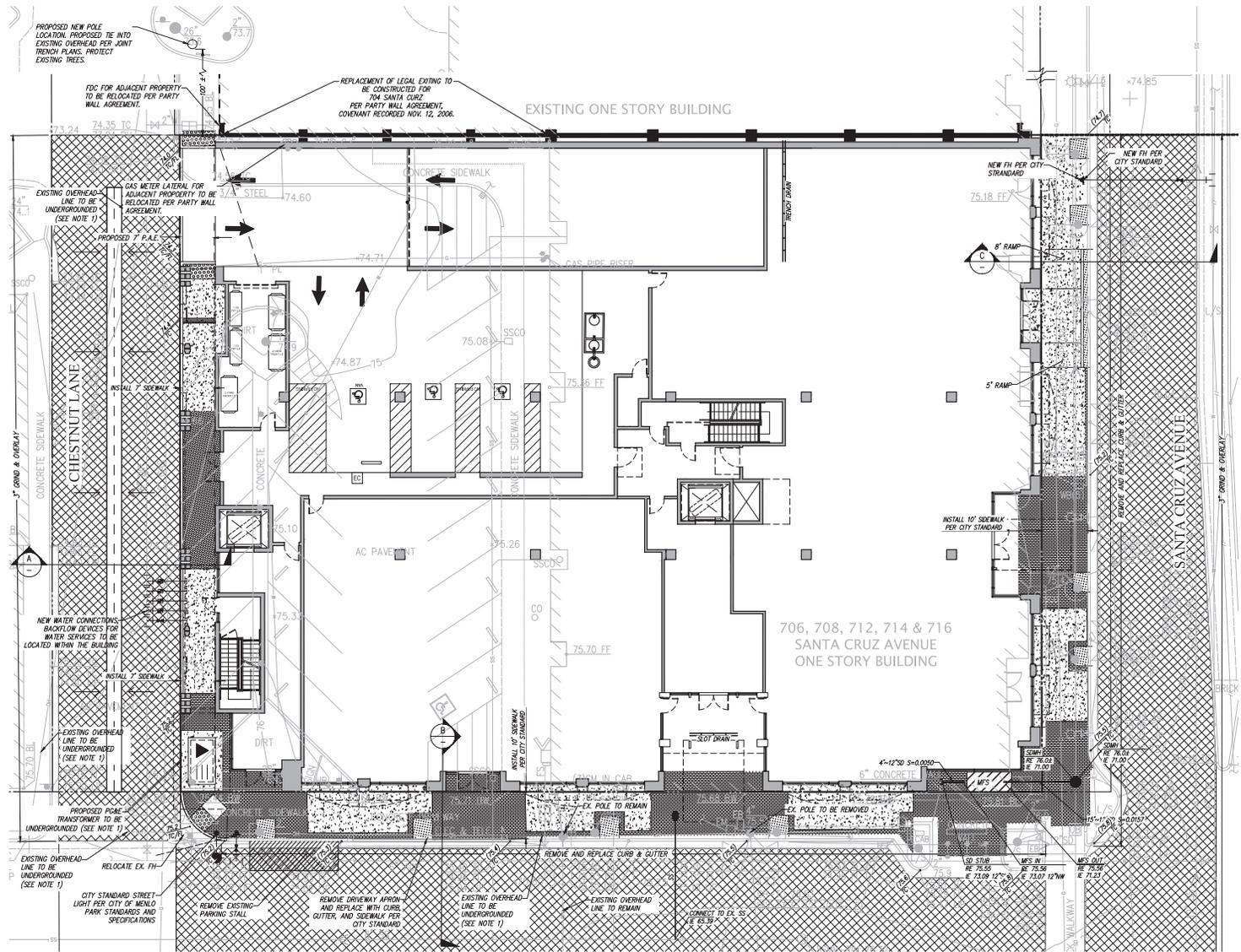
PROPERTY LINE	---
ADJACENT PROPERTY LINE	----
CENTERLINE	=====
EASEMENT	-----
NON-ACCESS	-----
PUMP	⊕
STORM DRAIN MANHOLE	⊕
CATCH BASIN	⊕
MEDIA FILTRATION SYSTEM	⊕
SANITARY SEWER MANHOLE	⊕
FIRE HYDRANT(FHN)/WET BARREL	⊕
TYPE WITH ONE 4 1/2 INCH CONNECTION AND TWO 2 1/2 INCH CONNECTIONS	⊕
GATE VALVE	I
WATER METER	W
POST INDICATOR VALVE	PIV
FIRE DISTRICT CONNECTION	FD
SPRINKLER SYSTEM RISER	S
BACK FLOW PREVENTER	BFP
CHECK VALVE	C
REDUCER	R
LIGHT	L
GAS METER	G
TRANSFORMER	T
SPOT ELEVATION	⊕
HANDICAP STALL	H
CURB	C
CURB & GUTTER	C/G
RED CURB	C/G
RIDGE	R
SANITARY SEWER	SS
STORM DRAIN GRAVITY FLOW	SD
STORM DRAIN FORCED FLOW	SDFM
DOMESTIC WATER SERVICE	DW
FORCE MAIN	FM
FIRE SERVICE	FS
WATER	W
ELECTRIC	E
GAS	G
JOINT TRENCH	JT
PCC SIDEWALK	PCC
TRUNCATED DOMES	TD
BIO-TREATMENT PLANTING	BTP
3" GRIND & OVERLAY	GO

**ABBREVIATIONS**

BU	BUBBLE UP
COMM	COMMERCIAL
DWS	DOMESTIC WATER SERVICE
EX	EXISTING
FDC	FIRE DEPARTMENT CONNECTION
FH	FIRE HYDRANT
FL	FLOW LINE
FS	FIRE SERVICE
INV	INVERT ELEVATION
IRR	IRRIGATION
OVD	OVERFLOW DRAIN
R	RIDGE
RES.	RESIDENTIAL
RM	RIM ELEVATION
SD	STORM DRAIN
SS	SANITARY SEWER
TW	TOP OF WALL
VERT.	VERTICAL
W	WITH

**NOTES**

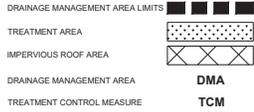
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- DESIGN AND CONFIGURATION OF THE ALLEY-TYPE DRIVE AISLE ON CHESTNUT LANE SHALL TO BE COORDINATED WITH THE CITY OF MENLO PARK AND ISSUED AS PART OF PERMIT DRAWINGS.
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- ALL EXISTING UTILITIES WITHIN PUBLIC SIDEWALK SHALL BE PROTECTED IN PLACE UNLESS NOTED OTHERWISE.
- BACKFLOW DEVICES SHALL BE LOCATED ON THE GARAGE FLOOR ELECTRICAL ROOM.
- REFER TO SHEET 2.0 FOR ON-SITE DESIGN INFORMATION.
- IRRIGATION TO ALL EXISTING AND NEW TREES ALONG THE SITE FRONTAGES WILL BE CONNECTED TO THE ON-SITE WATER SYSTEM.



NO.	REVISION	
NO.	REVISION	
NO.	REVISION	<p><b>KIER &amp; WRIGHT</b>                  CIVIL ENGINEERS &amp; SURVEYORS, INC.                  2858 Collier Canyon Road                  Menlo Park, CA 94025                  Phone (650) 245-8788                  Fax (650) 245-8796                  www.kierwright.com</p>
NO.	REVISION	
<p><b>PRELIMINARY OFFSITE IMPROVEMENT PLANS</b>                  OF  <b>706 SANTA CRUZ AVE</b>                  FOR  <b>FORM 4 ARCHITECTURE</b></p>		
<p>CALIFORNIA                  MENLO PARK.</p>		
<p>DATE: MAY 2019                  SCALE: AS SHOWN                  DESIGNER: ST                  DRAFTER: RS                  JOB NO.: A14009-2                  SHEET: C2.1                  OF 9 SHEETS</p>		



**LEGEND**



**IMPERVIOUS/PERVIOUS TABLE**

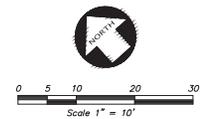
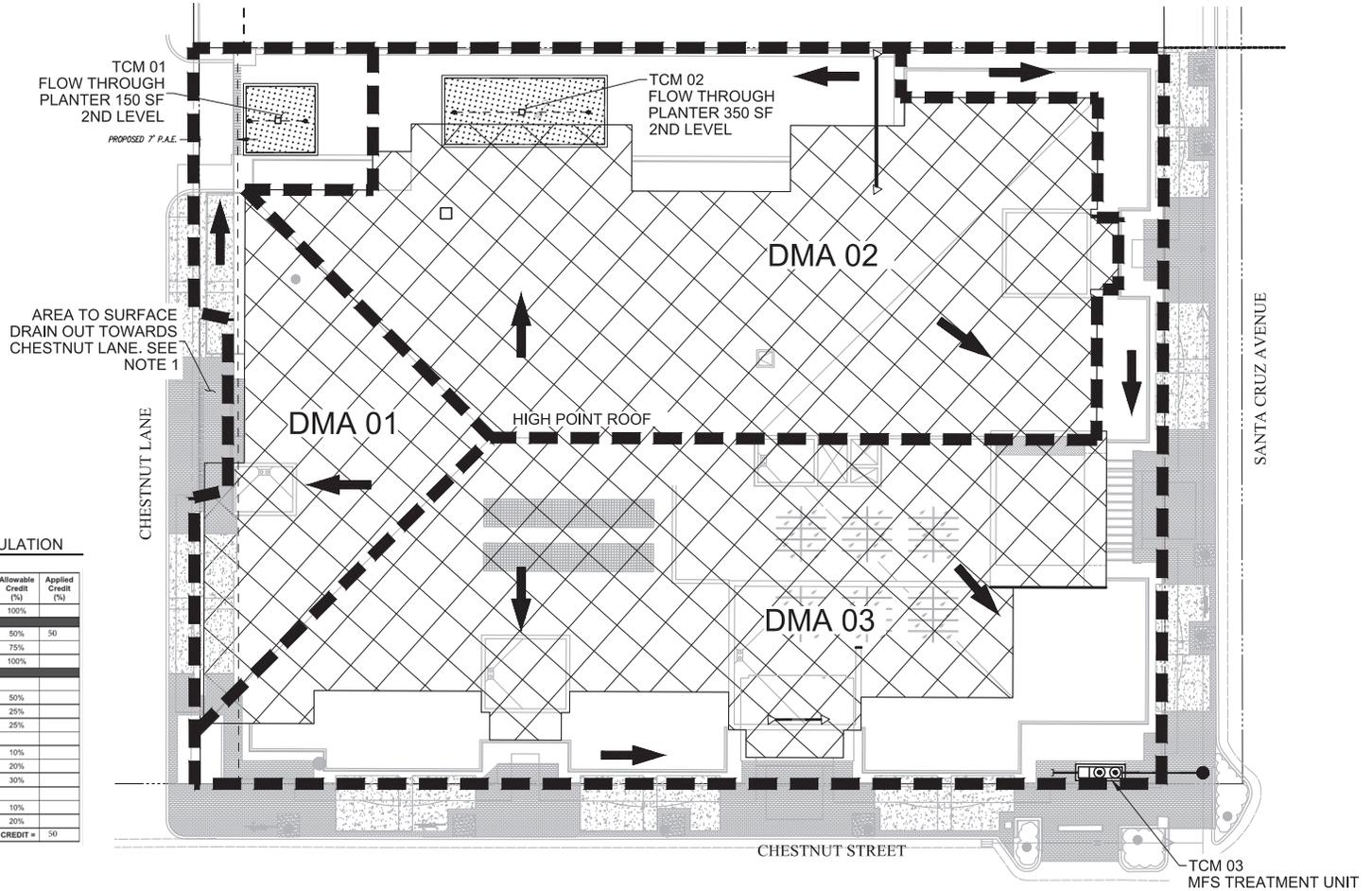
EXISTING SITE		
	AREA (S.F.)	% TOTAL
IMPERVIOUS	22966	97.9
PERVIOUS	489	2.1
TOTAL	23455	100.0
C-FACTOR	0.89	
PROPOSED SITE		
	AREA (S.F.)	% TOTAL
IMPERVIOUS	22955	97.9
PERVIOUS	500	2.1
TOTAL	23455	100.0
C-FACTOR	0.89	

**NOTES**

- SMALL AREA NEAR MAIN ENTRY TO BUILDING SHALL DRAIN OUT TOWARDS CHESTNUT LANE (~200 SF). THIS AREA WILL BE AFFECTED BY TIRE WASH AND SMALL AMOUNTS OF RAIN THAT FALL UNDER THE 2ND FLOOR TERRACE AREA.

**LID TREATMENT REDUCTION CREDIT CALCULATION**

Category	Impervious Area Created/Replaced (acres)	Site Coverage (%)	Project Density or FAR	Density/Criteria	Allowable Credit (%)	Applied Credit (%)
A			N.A.	N.A.	100%	
B	0.52	95%	2:1	Res ≥ 50 DU/ac or FAR ≥ 2:1 Res ≥ 75 DU/ac or FAR ≥ 3:1 Res ≥ 100 DU/ac or FAR ≥ 4:1	50% 75% 100%	50
C				<b>Location credit (select one):</b> Within 1/4 mile of transit hub: 50% Within 1/2 mile of transit hub: 25% Within a planned PDA: 25% <b>Density credit (select one):</b> Res ≥ 30 DU/ac or FAR ≥ 2:1: 10% Res ≥ 60 DU/ac or FAR ≥ 4:1: 20% Res ≥ 100 DU/ac or FAR ≥ 8:1: 30% <b>Parking credit (select one):</b> ≤ 10% at-grade surface parking: 10% No surface parking: 20%		
<b>TOTAL TOD CREDIT =</b>					<b>50</b>	

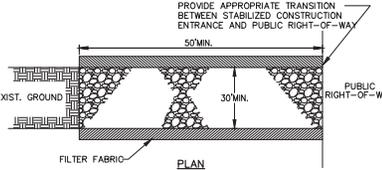
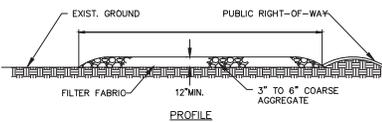
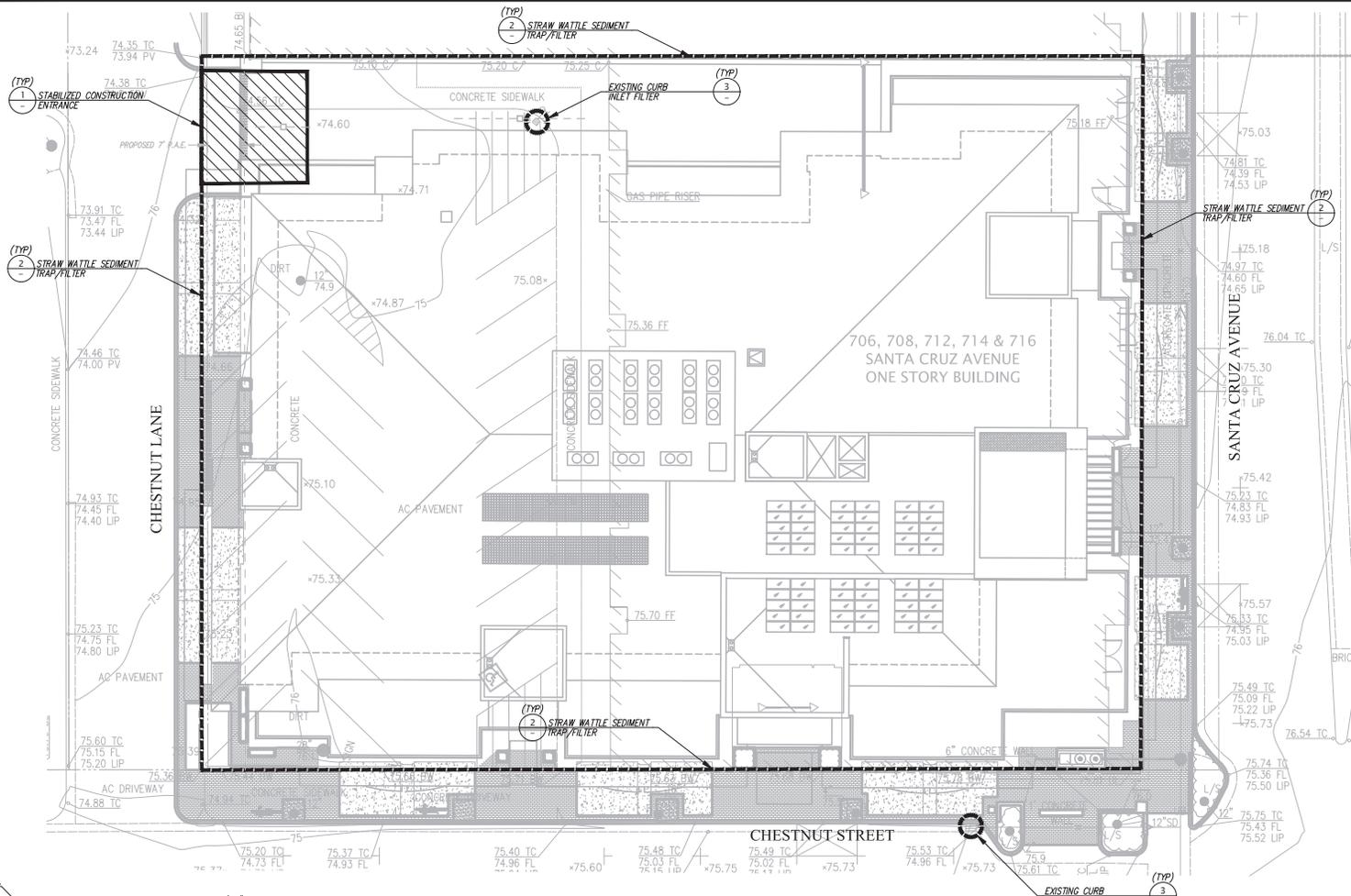
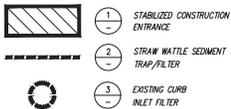


BY		REVISION		NO.		BY		REVISION		NO.	
<b>KIER &amp; WRIGHT</b> CIVIL ENGINEERS & SURVEYORS, INC. 2850 Collier Canyon Road Phone (925) 245-8788 Fax (925) 245-8796 www.kierwright.com											
PRELIMINARY STORM WATER MANAGEMENT PLAN OF <b>706 SANTA CRUZ AVE</b> FOR <b>FORM 4 ARCHITECTURE</b> MENLO PARK, CALIFORNIA											
DATE: MAY 2019 SCALE: AS SHOWN DESIGNER: ST DRAFTER: RS JOB NO.: A14009-2 SHEET: <b>C3.0</b> OF 9 SHEETS											

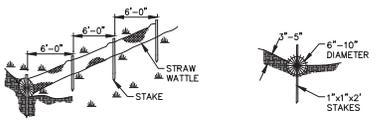




**LEGEND**



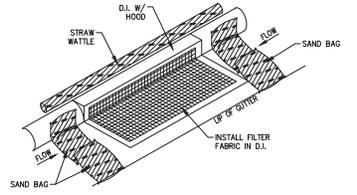
**STABILIZED CONSTRUCTION ENTRANCE**  
NOT TO SCALE



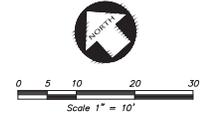
**NOTE:**

1. STRAW WATTLES ARE TUBES MADE FROM STRAW BOUND W/BIO-DEGRADABLE NETTING. THEY ARE APPROX. 6"-10" DIA AND 20-30 FT LONG.
2. STRAW WATTLES TRAP SEDIMENT AND REDUCE SHEET AND HILL EROSION BY REDUCING SLOPE GRADIENT, INCREASING INFILTRATION RATES AND BY PRODUCING A FAVORABLE ENVIRONMENT FOR PLANT ESTABLISHMENT.
3. STRAW WATTLE INSTALLATION REQUIRES THE PLACEMENT AND SECURE STAKING OF THE WATTLE IN A TRENCH 3"-5" DEEP, DUG ON CONTOUR. RUNOFF MUST NOT BE ALLOWED TO RUN UNDER OR AROUND WATTLE.

**STRAW WATTLE SEDIMENT TRAP/FILTER**  
NOT TO SCALE



**EXISTING CURB INLET FILTER DETAIL**  
NOT TO SCALE



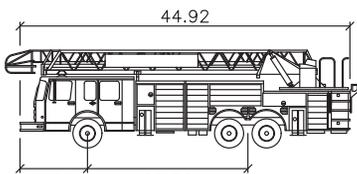
NO.	REVISION
NO.	REVISION
<b>KIER &amp; WRIGHT</b> CIVIL ENGINEERS & SURVEYORS, INC. 2850 Collier Canyon Road San Jose, CA 95131 Phone (408) 245-8788 Fax (408) 245-8796 www.kierwright.com	
<b>ERSON CONTROL PLAN</b> OF <b>706 SANTA CRUZ AVE</b> FOR <b>FORM4 ARCHITECTURE</b> CALIFORNIA MENLO PARK.	
DATE	MAY 2019
SCALE	AS SHOWN
DESIGNER	ST
DRAFTER	RS
JOB NO.	A14009-2
SHEET	C4.0
OF	9 SHEETS

**LEGEND**

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTERLINE
- EASEMENT
- NON-ACCESS
- PUMP
- STORM DRAIN MANHOLE
- CATCH BASIN
- MEDIA FILTRATION SYSTEM
- SANITARY SEWER MANHOLE
- FIRE HYDRANT/FH-IN-WET BARREL TYPE WITH ONE 4 1/2 INCH CONNECTION AND TWO 2 1/2 INCH CONNECTIONS.
- GATE VALVE
- WATER METER
- POST INDICATOR VALVE
- FIRE DISTRICT CONNECTION
- SPRINKLER SYSTEM RISER
- BACK FLOW PREVENTER
- CHECK VALVE
- REDUCER
- LIGHT
- GAS METER
- TRANSFORMER
- SPOT ELEVATION
- HANDICAP STALL
- CURB
- CURB & GUTTER
- RED CURB
- RIDGE
- SANITARY SEWER
- STORM DRAIN GRAVITY FLOW
- STORM DRAIN FORCED FLOW
- DOMESTIC WATER SERVICE
- FORCE MAIN
- FIRE SERVICE
- WATER
- ELECTRIC
- GAS
- JOINT TRENCH
- PCC SIDEWALK
- TRUNCATED DOMES
- BIO-TREATMENT PLANTING

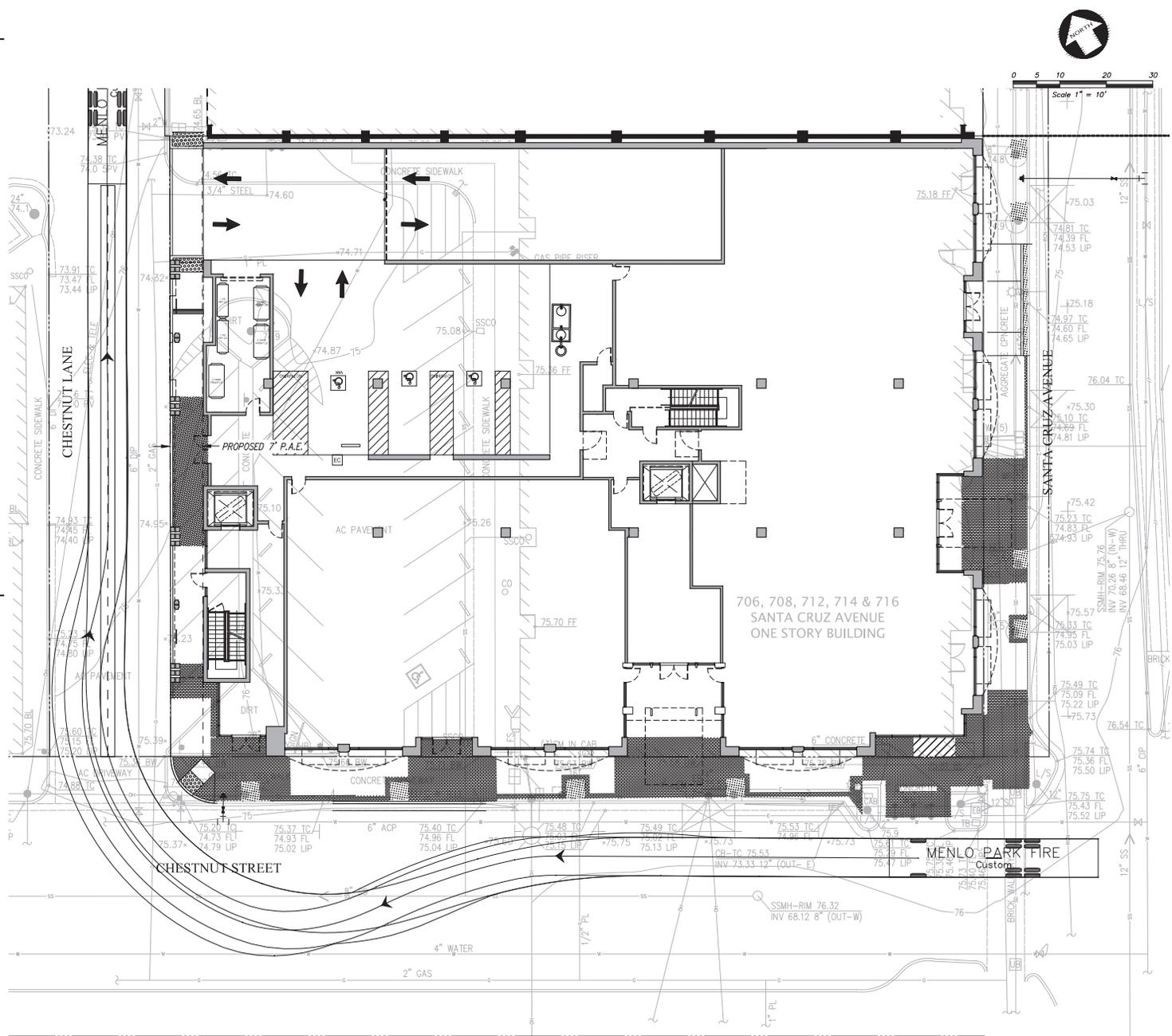
**ABBREVIATIONS**

- BU BUBBLE LIP
- COMM COMMERCIAL
- DWS DOMESTIC WATER SERVICE
- EX EXISTING
- FOC FIRE DEPARTMENT CONNECTION
- FH FIRE HYDRANT
- FL FLOW LINE
- FS FIRE SERVICE
- INV INVERT ELEVATION
- IRR IRRIGATION
- OVD OVERFLOW DRAIN
- R RIDGE
- RES RESIDENTIAL
- RM RM ELEVATION
- SD STORM DRAIN
- SS SANITARY SEWER
- TW TOP OF WALL
- VERT VERTICAL
- WT WITH



**MENLO PARK FIRE**

Width	: 8.25	feet
Track	: 8.25	
Lock to Lock Time	: 6.0	
Steering Angle	: 25.4	



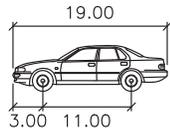
NO.	REV.	REVISION														
NO.	REV.	NO.														
<p><b>KIER &amp; WRIGHT</b> CIVIL ENGINEERS &amp; SURVEYORS, INC. 2850 Collier Canyon Road Menlo Park, CA 94025 Phone (650) 245-8788 Fax (650) 245-8796 www.kierwright.com</p>																
<p><b>MENLO PARK FIRE TURNING</b> OF <b>706 SANTA CRUZ AVE</b> FOR <b>FORM4 ARCHITECTURE</b></p>																
CALIFORNIA																
<table border="0" style="width: 100%;"> <tr> <td>DATE</td> <td>MAY 2019</td> </tr> <tr> <td>SCALE</td> <td>AS SHOWN</td> </tr> <tr> <td>DESIGNER</td> <td>ST</td> </tr> <tr> <td>DRAFTER</td> <td>RS</td> </tr> <tr> <td>JOB NO.</td> <td>A14009-2</td> </tr> <tr> <td>SHEET</td> <td>C5.0</td> </tr> <tr> <td>OF</td> <td>9 SHEETS</td> </tr> </table>			DATE	MAY 2019	SCALE	AS SHOWN	DESIGNER	ST	DRAFTER	RS	JOB NO.	A14009-2	SHEET	C5.0	OF	9 SHEETS
DATE	MAY 2019															
SCALE	AS SHOWN															
DESIGNER	ST															
DRAFTER	RS															
JOB NO.	A14009-2															
SHEET	C5.0															
OF	9 SHEETS															

**LEGEND**

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- ELECTRIC
- GAS
- JOINT TRENCH
- PCC SIDEWALK
- TRUNCATED DOMES
- BIO-TREATMENT PLANTING

**ABBREVIATIONS**

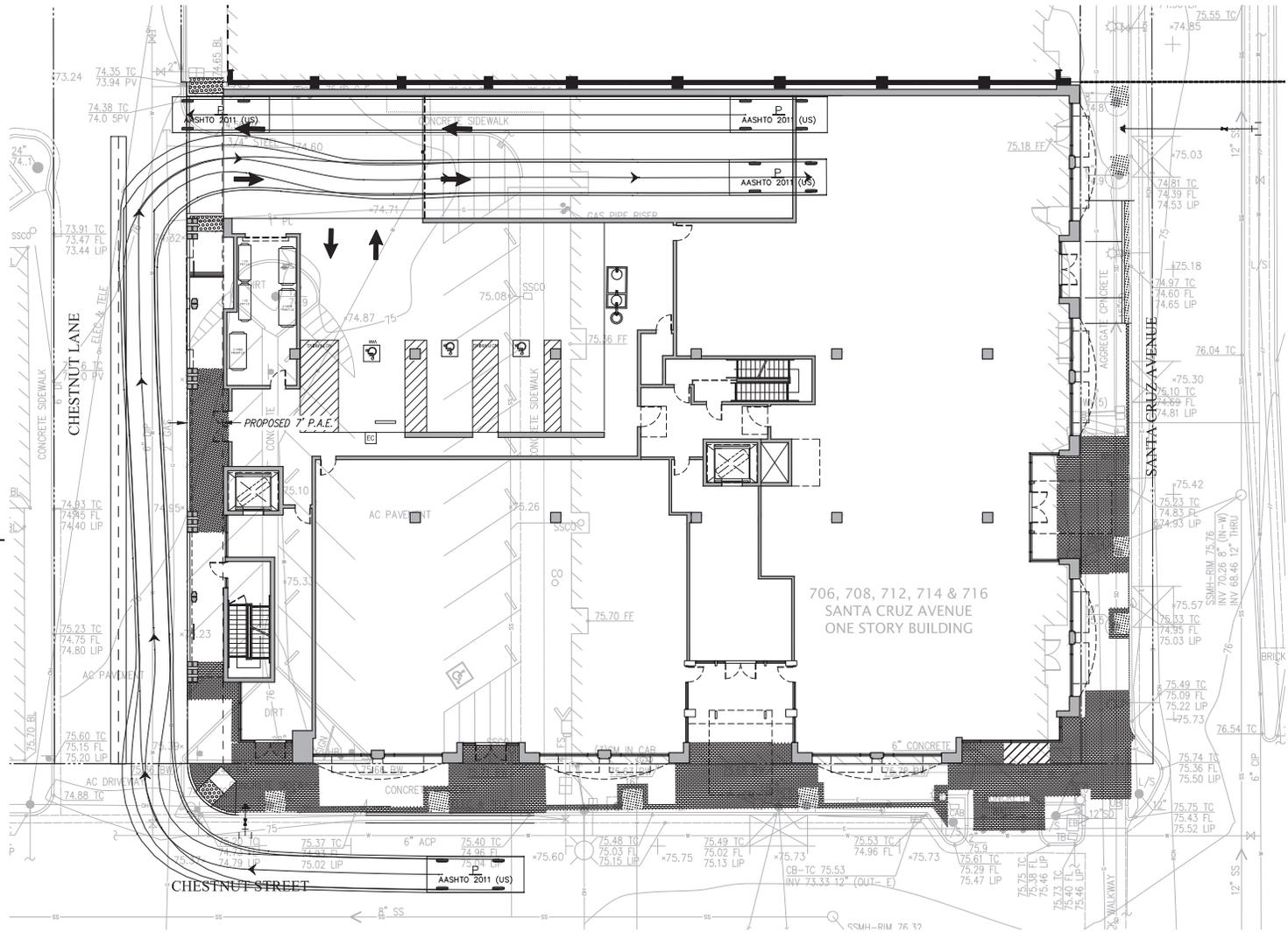
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- R RIDGE
- RES RESIDENTIAL
- RM RM ELEVATION
- SD STORM DRAIN
- SS SANITARY SEWER
- TW TOP OF WALL
- VERT VERTICAL
- WT WITH



P  
 Width : 7.00 feet  
 Track : 6.00  
 Lock to Lock Time : 6.0  
 Steering Angle : 31.6



0 5 10 20 30  
 Scale 1" = 10'



REV									
REVISION									
NO	DATE	BY	DESCRIPTION						
NO	DATE	BY	DESCRIPTION						
<p><b>KIER &amp; WRIGHT</b>          CIVIL ENGINEERS &amp; SURVEYORS, INC.          2850 Collier Canyon Road          Menlo Park, CA 94025          Phone (650) 245-8788          Fax (650) 245-8796          www.kierwright.com</p>									
<p>PASSENGER VEHICLE TURNING          OF          706 SANTA CRUZ AVE          FOR          FORM4 ARCHITECTURE          CALIFORNIA          MENLO PARK.</p>									
DATE MAY 2019									
SCALE AS SHOWN									
DESIGNER ST									
DRAFTER RS									
JOB NO. A14009-2									
SHEET C5.1									
OF 9 SHEETS									



**LEGEND**

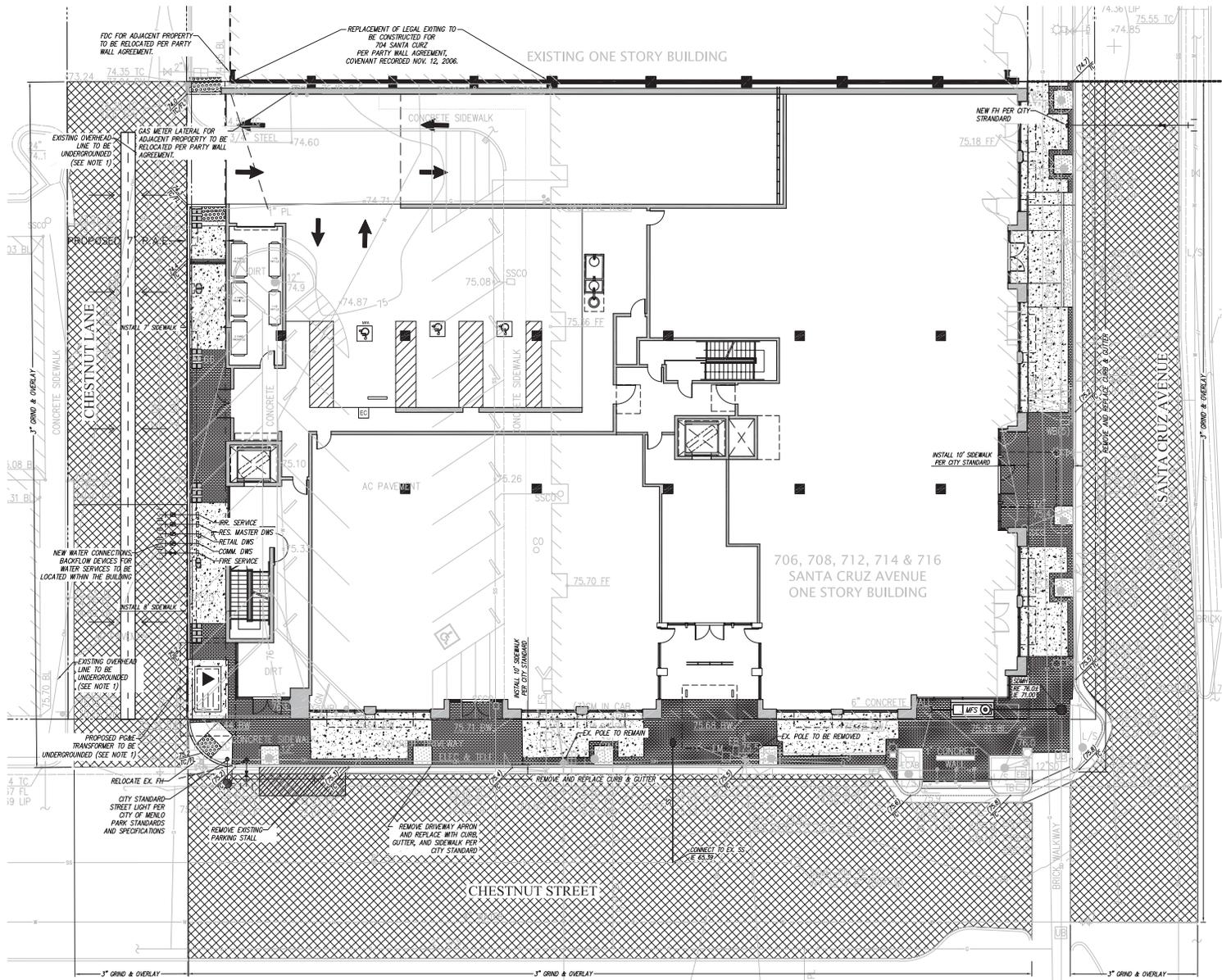
PROPERTY LINE	---
ADJACENT PROPERTY LINE	---
CENTERLINE	---
EASEMENT	---
NON-ACCESS	---
PUMP	⊕
STORM DRAIN MANHOLE	⊕
CATCH BASIN	⊕
MEDIA FILTRATION SYSTEM	⊕
SANITARY SEWER MANHOLE	⊕
FIRE HYDRANT(FH)/MET BARREL TYPE WITH ONE 4 1/2 INCH CONNECTION AND TWO 2 1/2 INCH CONNECTIONS	⊕
GATE VALVE	I
WATER METER	I
POST INDICATOR VALVE	I
FIRE DISTRICT CONNECTION	I
SPRINKLER SYSTEM RISER	I
BACK FLOW PREVENTER	I
CHECK VALVE	I
REDUCER	I
LIGHT	⊕
GAS METER	⊕
TRANSFORMER	⊕
SPOT ELEVATION	100.00
HANDICAP STALL	⊕
CURB	---
CURB & GUTTER	---
RED CURB	---
RIDGE	---
SANITARY SEWER	SS
STORM DRAIN GRAVITY FLOW	SD
STORM DRAIN FORCED FLOW	SDFM
DOMESTIC WATER SERVICE	DW
FORCE MAIN	FM
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BIO-TREATMENT PLANTING	---
3" GRIND & OVERLAY	---

**ABBREVIATIONS**

BU	BUBBLE UP
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IRR	IRRIGATION
OVD	OVERFLOW DRAIN
R	RIDGE
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SD	STORM DRAIN
SS	SANITARY SEWER
TW	TOP OF WALL
VERT.	VERTICAL
W	WITH

**NOTES**

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- REFER TO SHEET 2.0 FOR ON-SITE DESIGN INFORMATION.
- IRRIGATION TO ALL EXISTING AND NEW TREES ALONG THE SITE FRONTAGES WILL BE CONNECTED TO THE ON-SITE WATER SYSTEM.



**NOTES**

THE PROJECT WILL UNDERGROUND THE OVERHEAD UTILITIES ON CHESTNUT LANE AND CHESTNUT STREET. THE SCOPE OF THE WORK WILL BE DEFINED PRIOR TO THE APPROVAL OF THE FINAL MAP TO THE SATISFACTION OF THE FIRE DISTRICT AND THE CITY OF MENLO PARK.


PROPOSED CONDITIONS LOWER LEVEL OF	706 SANTA CRUZ AVE FOR FORM4 ARCHITECTURE	MENLO PARK, CALIFORNIA	
DATE	DECEMBER, 2019	SCALE	AS SHOWN
DESIGNER	ST	DRAFTER	RS
JOB NO.	A14009-2	SHEET	2
OF	4	SHEETS	

**KIER & WRIGHT**  
 CIVIL ENGINEERS & SURVEYORS, INC.  
 2850 Collier Canyon Road  
 Menlo Park, CA 94025  
 Phone: (650) 245-8788  
 Fax: (650) 245-8796  
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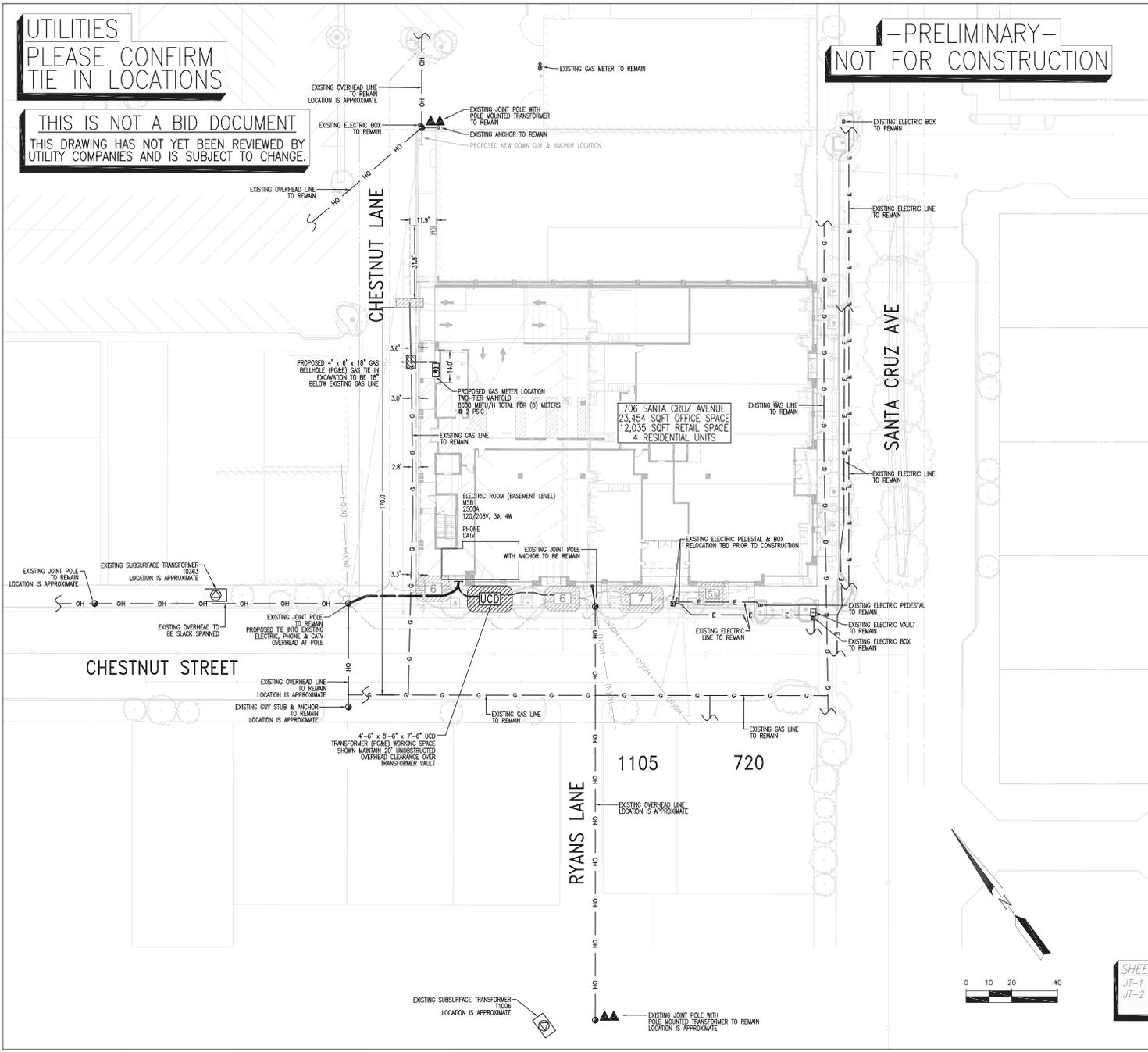




**UTILITIES**  
PLEASE CONFIRM  
TIE IN LOCATIONS

**THIS IS NOT A BID DOCUMENT**  
THIS DRAWING HAS NOT YET BEEN REVIEWED BY  
UTILITY COMPANIES AND IS SUBJECT TO CHANGE.

**-PRELIMINARY-**  
**NOT FOR CONSTRUCTION**



**NOTE TO CONTRACTOR:**  
FOR CONTRACTOR'S WORK RESPONSIBILITY,  
REFER TO JOINT TRENCH TITLE SHEET (JT-1)

**LEGEND**

- PROPOSED JOINT TRENCH
- 4'-6" x 8'-6" x 7'-6" UCD TRANSFORMER (PG&E) WORKING SPACE SHOWN MAINTAIN 20" UNOBSTRUCTED OVERHEAD CLEARANCE OVER TRANSFORMER VAULT
- PROPOSED 4' x 6' x 18" GAS BELLHOLE (PG&E) GAS TIE IN EXCAVATION TO BE 18" BELOW EXISTING GAS LINE
- PROPOSED GAS METER
- JOINT TRENCH INSTALLED DURING RULE 20 JOB.
- GAS TRENCH INSTALLED DURING RELOCATION JOB.
- (N)OH NEW OVERHEAD LINE INSTALLED DURING RULE 20 JOB
- X NEW POLE INSTALLED DURING RULE 20 JOB.
- SPlice VAULT INSTALLED DURING RULE 20 JOB. 4'-6" x 8'-6" x 6" SPlice VAULT (PG&E) WORKING SPACE SHOWN MAINTAIN 20" UNOBSTRUCTED OVERHEAD CLEARANCE OVER TRANSFORMER VAULT
- SPlice BOX INSTALLED DURING RULE 20 JOB. 4' x 6'-6" x 5' SPlice BOX (PG&E) WORKING SPACE SHOWN MAINTAIN 20" UNOBSTRUCTED OVERHEAD CLEARANCE OVER BOX
- SECONDARY BOX INSTALLED DURING RULE 20 JOB. 36" x 60" x 30" SECONDARY SPlice BOX (PG&E) WORKING SPACE SHOWN
- GAS METER INSTALLED DURING RELOCATION JOB.
- EXISTING ELECTRIC LINE
- EXISTING JOINT POLE TO REMAIN
- EXISTING POLE MOUNTED TRANSFORMER
- EXISTING ELECTRIC VAULT
- EXISTING SUBSURFACE TRANSFORMER
- EXISTING ELECTRIC PEDESTAL
- EXISTING ELECTRIC BOX
- EXISTING OVERHEAD LINE
- EXISTING GAS LINE

SUBSTRUCTURE LOCATIONS MUST BE STAKED BY A LICENSED SURVEYOR PRIOR TO CONSTRUCTION. SEE CONSTRUCTION NOTES ON JOINT TRENCH TITLE SHEET (JT-1) REGARDING EXISTING CONDITIONS.

REFER TO PG&E UTILITY BULLETIN TD-7001B-005 DOCUMENT FOR SMART METER ANTENNA CONSTRUCTION REQUIREMENTS.

**NOTE FOR UNDERGROUND ELECTRIC INSTALLATION:**  
USE OF STANDARD PVC DB-120 IS NO LONGER APPROVED BY PG&E FOR 2" CONDUIT SIZE AND BENDS. PVC DB-120 CELLULAR CORE CONDUIT CAN BE USED IN PLACE OF STANDARD PVC DB-120 CONDUIT. FOR ALL APPROVED 2" CONDUITS AND BENDS, SEE BULLETIN TD-062288B-001.

**NOTE TO COMCAST:**  
PLEASE CONFIRM WHO WILL PROVIDE CONDUIT AND VAULTS. DEVELOPER TO PROVIDE TRENCH.

**SHEET INDEX**

JT-1	JOINT TRENCH TITLE SHEET
JT-2	JOINT TRENCH INTENT



DATE: \_\_\_\_\_

REVISION: \_\_\_\_\_

CHECKLIST: \_\_\_\_\_

PROJECT NO: 19-969

SCALE: 1" = 20'

DRAWN BY: J. KLEIN

CHECKED BY: M. HOANG

DATE PLOTTED: 10-29-2019

DRAWING NO: JT-2

SHEET: 2 of 2

**JOINT TRENCH INTENT**  
**706 SANTA CRUZ AVENUE**  
**NEW BUSINESS**  
706-716 SANTA CRUZ AVE LLC

MENLO PARK CALIFORNIA

**Vizion Utility**  
PARTNERS  
UTILITY ENGINEERS, CONSULTANTS & STREETLIGHT DESIGN  
1700 BROADWAY DRIVE SUITE 3114 SAN FRANCISCO, CA 94103

PROJECT: 19-969  
DATE: 10/29/2019  
DRAWN BY: J. KLEIN  
CHECKED BY: M. HOANG  
DATE PLOTTED: 10/29/2019  
DRAWING NO: JT-2  
SHEET: 2 of 2



VICINITY MAP  
N. T. S.

WORK RESPONSIBILITY  
JOINT TRENCH

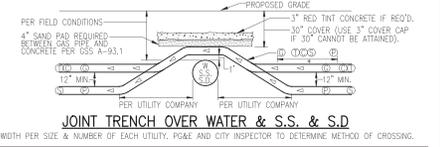
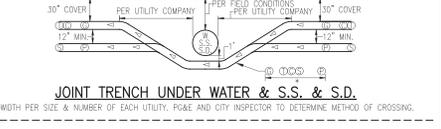
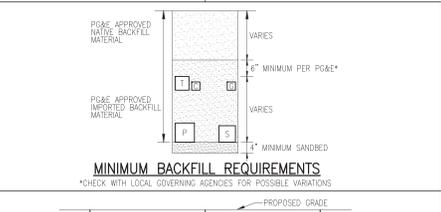
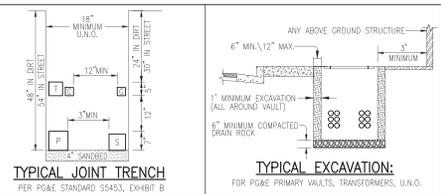
TRENCHING	EXCAVATION & BACKFILL	PG&E ELECTRIC	PG&E GAS	PG&E PHONE	PG&E C.A.T.V.	CONTRACTOR
GAS MATERIAL	SUPPLY & INSTALL	PG&E ELECTRIC	PG&E GAS	PG&E PHONE	PG&E C.A.T.V.	CONTRACTOR
ELECTRIC CABLE	SUPPLY & INSTALL	PG&E ELECTRIC	PG&E GAS	PG&E PHONE	PG&E C.A.T.V.	CONTRACTOR
ELECTRIC CONDUIT	SUPPLY & INSTALL	PG&E ELECTRIC	PG&E GAS	PG&E PHONE	PG&E C.A.T.V.	CONTRACTOR
ELECTRIC BOXES	SUPPLY & INSTALL	PG&E ELECTRIC	PG&E GAS	PG&E PHONE	PG&E C.A.T.V.	CONTRACTOR
ELECTRIC TRANSFORMER PADS	SUPPLY & INSTALL	PG&E ELECTRIC	PG&E GAS	PG&E PHONE	PG&E C.A.T.V.	CONTRACTOR
ELECTRIC SWITCHGEAR & TRANSFORMER	SUPPLY & INSTALL	PG&E ELECTRIC	PG&E GAS	PG&E PHONE	PG&E C.A.T.V.	CONTRACTOR
TELEPHONE CONDUIT	SUPPLY & INSTALL	PG&E ELECTRIC	PG&E GAS	PG&E PHONE	PG&E C.A.T.V.	CONTRACTOR
TELEPHONE CABLE	SUPPLY & INSTALL	PG&E ELECTRIC	PG&E GAS	PG&E PHONE	PG&E C.A.T.V.	CONTRACTOR
TELEPHONE SPURCE BOXES	SUPPLY & INSTALL	PG&E ELECTRIC	PG&E GAS	PG&E PHONE	PG&E C.A.T.V.	CONTRACTOR
TELEPHONE S&I PAD	SUPPLY & INSTALL	PG&E ELECTRIC	PG&E GAS	PG&E PHONE	PG&E C.A.T.V.	CONTRACTOR
C.A.T.V. CONDUIT	SUPPLY & INSTALL	PG&E ELECTRIC	PG&E GAS	PG&E PHONE	PG&E C.A.T.V.	CONTRACTOR
C.A.T.V. SPURCE BOXES	SUPPLY & INSTALL	PG&E ELECTRIC	PG&E GAS	PG&E PHONE	PG&E C.A.T.V.	CONTRACTOR
C.I.E.C. FIBER CONDUIT	APPROVED / DECLINED	PG&E ELECTRIC	PG&E GAS	PG&E PHONE	PG&E C.A.T.V.	CONTRACTOR
C.I.E.C. FIBER SPURCE BOXES	APPROVED / DECLINED	PG&E ELECTRIC	PG&E GAS	PG&E PHONE	PG&E C.A.T.V.	CONTRACTOR
DIRECTIONAL DRILL / JACK AND BORE	SUPPLY & INSTALL	PG&E ELECTRIC	PG&E GAS	PG&E PHONE	PG&E C.A.T.V.	CONTRACTOR

● SYMBOL DESIGNATES THE WORK TO BE PERFORMED BY THE RESPECTIVE CONTRACTOR & UTILITY COMPANIES.  
○ NOT APPLICABLE UNLESS OTHERWISE SPECIFIED.  
\* PG&E TO PULL CABLE INTO ENERGIZED ENCLOSURES

THESE PLANS WERE PREPARED IN CONJUNCTION WITH THE FOLLOWING PLANS:

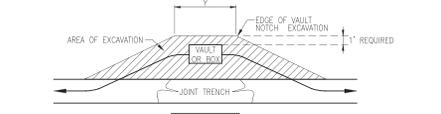
SOIL IMPROVEMENT PLANS/GRADING PLANS	03-18-2013	PRELIMINARY
ARCHITECTURAL ELECTRICAL FILE	10-24-2013	PRELIMINARY
APPLICANT DESIGN (GAS)		
APPLICANT DESIGN (ELECTRIC)		
TELEPHONE		
C.A.T.V.		
LANDSCAPE	08-28-2013	PRELIMINARY
LIGHT LOCATIONS		

VISION UTILITY PARTNERS is not responsible for any unapproved changes or omissions. OTHER UTILITIES SHOWN ARE APPROXIMATE AND BASED ON FIELD SURVEY AND AVAILABLE UTILITY INFORMATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE ACTUAL LOCATION AND EXTENT OF UTILITIES PRIOR TO THE COMMENCEMENT OF WORK. PHYSICAL VERIFICATION OF UTILITY LOCATIONS SHALL BE PERFORMED BY CAREFUL PROBING OR HAND DIGGING IN ACCORDANCE WITH ARTICLE 6 OF THE CAL/OSHA CONSTRUCTION SAFETY ORDERS.



NOTE: TRENCH DEPTH NOT TO EXCEED 5' UNLESS APPROVED BY PG&E INSPECTOR. IN NO CASE SHOULD PLASTIC GAS PIPE BE INSTALLED AT A DEPTH GREATER THAN 10' UNLESS APPROVED BY PG&E SENIOR GAS ENGINEER.

TRENCHING CONTRACTOR SHALL NOT ASSUME THAT EITHER OF THE ABOVE DETAILS WILL BE ACCEPTABLE TO PG&E. YOU ARE REQUIRED TO CONTACT THE LOCAL PG&E ENGINEERING OFFICE WITH ANY ISSUE RELATING TO COVERS LESS THAN MINIMUM OR COVERS REQUIRING SHORING. CONCRETE CAPPING IS ONLY ACCEPTABLE WHERE NO OTHER SOLUTION IS POSSIBLE AND ONLY WHEN CERTAIN CRITERIA ARE MET AND ONLY WITH PG&E APPROVAL.



PRIMARY BOX SIZE: 18" x 18" x 18" (MINIMUM)

BOX EXCAVATION: 18" x 18" x 18" (MINIMUM)

NOTE: DISTANCE VARIES PER FIELD CONDITIONS

ELECTRIC CONDUIT MINIMUM BEND RADIUS

CONDUIT DIAMETER	VERTICAL BENDS	HORIZONTAL BENDS
1/2"	24"	36"
3/4"	24"	36"
1"	24"	36"
1 1/2"	36"	48"

NOTE: 315° MAX BENDS IN ANY SECONDARY CONDUIT RUN 200' OR LESS. 300° MAX BENDS IN ANY PRIMARY CONDUIT RUN.

TYPICAL GAS METER REQUIREMENTS\*

METER TYPE	LOAD (SCFH)	DELIVERY PRESSURE (PSIG)	PAD SIZE (INCHES)	MIN. WALL THICKNESS FOR METER (INCHES)	DISTANCE FROM RISER TO FINISHED WALL (INCHES)	MIN. HOUSING STAR OUT (INCHES)
RESIDENTIAL	0-250	0.25	N/A (UNLESS USING FLEX-HOSE METER)	24	6 TO 9	4
400 TO 1000	0-600	0.25	N/A (UNLESS USING FLEX-HOSE METER)	30	6 TO 9	6
1.5M OR 3M ROTARY	1,401-3,000	APPROVED BY PG&E	40 X 36 X 4	52	20	VARIES
5M OR 10M ROTARY	3,001-7,000	APPROVED BY PG&E	78 X 36 X 4	90	20	VARIES
11M OR 16M ROTARY	7,001-16,000	APPROVED BY PG&E	94 X 36 X 4	106	20	VARIES

\*ACTUAL METER-SET CONFIGURATIONS MAY DIFFER DEPENDING ON FIELD CONDITIONS AND RESTRICTIONS. FOR GAS METER DETAILS, SEE SECTION 2 OF CURRENT PG&E GAS SERVICE REQUIREMENTS GREENBOOK. PG&E, PG&E STANDARD METER SPOKING REQUIREMENTS DO NOT INCLUDE CLEARANCE FOR EARTHQUAKE VALVES OR OTHER ADDITIONAL SAFETY EQUIPMENT. SEE ITEM 17 UNDER GENERAL NOTES ON SHEET #1-1. \*\*ELEVATION PRESSURE TO BE CONFIRMED BY BUILDING PLUMBING AND MECHANICAL PLANS. PG&E MAINTAINS SOLE AUTHORITY TO DETERMINE IF THE ELEVATED DELIVERY PRESSURE SERVICE IS AVAILABLE AT A SPECIFIC LOCATION.

GENERAL NOTES:

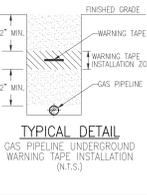
- THE PREFERRED TRENCH LOCATION IS IN A PUBLIC UTILITY SEGMENT (P.U.S.).
- ALL DEPTHS AND RESULTING COVER REQUIREMENTS ARE MEASURED FROM FINAL GRADE.
- COVER, CLEARANCES, AND SEPARATION SHALL BE AS GREAT AS PRACTICABLE UNDER THE CIRCUMSTANCES, BUT UNDER NO CIRCUMSTANCES SHALL BE LESS THAN THE MINIMUM COVER, CLEARANCE, AND SEPARATION REQUIREMENTS SET FORTH IN GENERAL ORDER 128 AND 4907R 192.327, 4907R 192.328, AND 4907R 192.331. ALL FACILITIES SHALL BE ANCHORED IN PLACE TO OTHER TRENCHES. OTHER MEANS SHALL BE TAKEN TO ENSURE NO MOTION OF THE FACILITIES. DIMENSIONAL REQUIREMENTS FOR SHADING, LEVELING, AND BACKFILL SHALL BE DETERMINED SUBSEQUENT TO APPLICATION.
- TRENCH DIMENSIONS SHOWN ARE TYPICAL. TRENCH SIZES AND CONFIGURATIONS MAY VARY DEPENDING UPON UTILITY AND/OR FIELD CONDITIONS. TRENCH SIZE AND CONFIGURATION MUST AT ALL TIMES BE CONSTRUCTED IN A MANNER THAT ENSURES PROPER CLEARANCE AND SEPARATION REQUIREMENTS ARE MAINTAINED THROUGHOUT THE TRENCH WIDTH AND CONFIGURATIONS AS SHOWN IN THIS EXHIBIT MUST BE DESIGNED TO EXCEED THIS REQUIREMENT.
- IT IS PREFERRED TO HAVE NON-PG&E OWNED STREETLIGHTS AT A LEVEL OTHER THAN THE GAS OR ELECTRIC LEVEL. NON-PG&E OWNED STREETLIGHTS MAY BE AT THE ELECTRIC LEVEL OF THE TRENCH AS LONG AS MINIMUM CLEARANCES ARE PROVIDED AND COMPLY WITH ALL SPECIAL NOTES FOR A JOINT TRENCH WITH A SECOND ELECTRIC UTILITY.
- NON-UTILITY FACILITIES ARE NOT ALLOWED IN ANY JOINT UTILITY TRENCH, E.G., IRRIGATION CONTROL LINES, BUILDING FIRE ALARM SYSTEMS, PRIVATE TELEPHONE SYSTEMS, OUTDOOR ELECTRIC CABLE, ETC.
- WHEN COMMUNICATION DUCTS ARE INSTALLED, A MINIMUM OF 12" RADIAL SEPARATION SHALL BE MAINTAINED FROM GAS FACILITIES. EXCEPTING WITH MUTUAL AGREEMENT, 6" MIN. DIAMETER OR SMALLER GAS PIPES INSTALLED, THE SEPARATION MAY BE REDUCED TO NOT LESS THAN 6 INCHES.
- PROVIDE SEPARATION FROM TRENCH WALL AND OTHER FACILITIES SUFFICIENT TO ENSURE PROPER CONSTRUCTION.
- MAINTAIN PROPER SEPARATION BETWEEN PG&E FACILITIES AND "NET" UTILITY LINES AS DESCRIBED IN UO STANDARD. MAINTAIN THE MINIMUM ALLOWABLE HORIZONTAL SEPARATION BETWEEN COMPANY FACILITIES AND "NET" FACILITIES IS 3" WITH A MINIMUM 1" OF UNDISTURBED EARTH OR THE INSTALLATION OF A SUITABLE BARRIER BETWEEN THE FACILITIES. IF A 3" HORIZONTAL SEPARATION CANNOT BE ATTAINED BETWEEN "NET" UTILITIES AND COMPANY DRIP FACILITIES, A VARIANCE MAY BE APPROVED BY THE LOCAL INSPECTION SUPERVISOR AND SUBMITTED TO THE SERVICE PLANNING SUPPORT PROGRAM MANAGER FOR APPROVAL. SEPARATIONS OF 1" OR LESS ARE NOT PERMISSIBLE AND WILL NOT BE ALLOWED. THE COMPANY MAY AGREE TO MAINTAIN THE MINIMUM 3" SEPARATION REQUIREMENT AT THE REQUEST OF AN APPLICANT IF WARRANTED AND THE NEED IS JUSTIFIED, THE REQUEST FOR A VARIANCE MUST:
  - BE MADE IN WRITING AND SUBMITTED TO THE COMPANY ADE DURING THE PLANNING AND DESIGN PHASE OF THE PROJECT.
  - CLEARLY DESCRIBE THE CONDITIONS NECESSITATING THE VARIANCE.
  - INCLUDE A PROPOSED BARRIER AND INCLUDE THE BARRIER BETWEEN THE "NET" UTILITIES AND COMPANY DRIP FACILITIES IN THE EVENT 1" OF UNDISTURBED EARTH CANNOT BE MAINTAINED. NET DRAIN LINES CONNECTED TO DOWNSPOUTS ON BUILDINGS ARE CONSIDERED A "NET" UTILITY FOR THE PURPOSES OF THIS STANDARD.
- SEPARATIONS SHALL BE MAINTAINED AT ABOVE COVER TERMINATION POINTS.
  - PROCEDURES FOR APPROVING NATIVE BACKFILL FOR SHADING OF PG&E GAS FACILITIES:
    - RANDOM SOIL SAMPLES SHALL BE TAKEN FROM A MINIMUM OF 3 LOCATIONS PER 1,000' OF TRENCH. 100% OF THE SAMPLE MUST PASS THROUGH A 1/2" SIEVE AND 75% MUST PASS THROUGH A #4 SCREEN. ADDITIONAL SAMPLES MUST BE TAKEN IF EXISTING SOIL CONDITIONS CHANGE AND ARE TO BE TAKEN AT THE DISCRETION OF THE PG&E REPRESENTATIVE ON SITE.
    - NATIVE SOILS CONTAINING CLAYS OR OTHER MATERIALS THAT HAVE SHARP EDGES OR THAT MAY OTHERWISE BE ABRASIVE, THE SOILS MUST NOT CONTAIN CLODS LARGER THAN 1/2" IF TO BE USED AS SHADING, BEDDING, OR LEVELING.
    - COMPARISON REQUIREMENTS MUST MEET ANY APPLICABLE PG&E FEDERAL, STATE, COUNTY, OR LOCAL REQUIREMENTS. THE SIZES AND SCREENS SHALL BE:
      - 1/2" SIEVE & 6" DIAMETER BY 2" DEEP STAINLESS STEEL MESH SCREEN.
      - #4 SCREEN & 6" DIAMETER BY 2" DEEP STAINLESS STEEL MESH SCREEN.
  - PROCEDURES FOR APPROVING NATIVE BACKFILL FOR SHADING AT PG&E ELECTRIC FACILITIES:
    - RANDOM SOIL SAMPLES SHALL BE TAKEN FROM A MINIMUM OF 3 LOCATIONS PER 1,000' OF TRENCH. ADDITIONAL SAMPLES MUST BE TAKEN IF EXISTING SOIL CONDITIONS CHANGE AND ARE TO BE TAKEN AT THE DISCRETION OF THE PG&E REPRESENTATIVE ON SITE.
    - SHADING MATERIAL, SAND, PAVING MATERIAL, COBBLES, SHARPLY ANGULAR SUBSTANCES, OR CORROSIVE MATERIAL SHALL NOT BE PLACED IN THE TRENCH WHERE SUCH MATERIAL MAY DAMAGE THE CONDUITS AND/OR PREVENT PROPER CONSTRUCTION OF THE TRENCH.
    - NATIVE SOILS CONTAINING CLODS NOT TO EXCEED 6" IN DIAMETER MAY BE INCLUDED IN THE SHADING MATERIAL PROVIDED THE CLODS ARE READILY BREAKABLE BY HAND TO SOILS CONSISTING PRIMARILY OF ADG, HARD COMPACT (DENSE) CLAY, AND BAY MUDS SHALL NOT BE USED AS SHADING MATERIAL.
    - AT NO TIME SHALL THE OVER SATURATION OF NATIVE SOILS BE USED TO ACHIEVE THESE REQUIREMENTS. REFER TO ENGINEERING DOCUMENT #22268, ITEM 13 ON PAGE 6.
  - COMPACT NATIVE SOILS ARE PREFERRED TO BE USED FOR SHADING, BEDDING, AND BACKFILL THROUGHOUT THE TRENCH.
  - WHERE NATIVE SOILS EXCEED 1/2" MINUS AND/OR WHERE GAS IS TO BE PLACED AT THE BOTTOM OF A TRENCH IN AREAS THAT EXCEED 1/2" MINUS SOIL CONDITIONS, OR WHERE THE BOTTOM OF A TRENCH IS CONSIDERED TO CONSIST OF HARD NATIVE SOIL, IMPORT MATERIAL SHALL BE USED FOR SHADING AND/OR BEDDING OF GAS FACILITIES.
  - PG&E APPROVED IMPORT MATERIAL IS PG&E COST ENGINEERING GUIDELINE 4123.
  - IF A LEVELING COURSE IS REQUIRED FOR GAS FACILITIES, THE USE OF NATIVE SOILS IS PREFERRED, BUT IF 1/2" MINUS CONDITIONS ARE NOT ATTAINABLE WITH THE NATIVE SOILS, THEN THE USE OF PG&E APPROVED IMPORT MATERIALS IS REQUIRED. BEDDING UNDER GAS FACILITIES WILL BE A MINIMUM OF 2" OF COMPACTED 1/2" MINUS NATIVE SOILS OR PG&E APPROVED IMPORT MATERIAL.
  - FOR ELECTRIC FACILITIES, REFER TO NOTE 12. THIS APPLIES TO LEVELING COURSES AS WELL AS SHADING.
  - THE MINIMUM PG&E APPROVED BEDDING MATERIAL MAY BE INCREASED AT THE DISCRETION OF PG&E WHEN WARRANTED BY THE PG&E APPROVED BEDDING MATERIAL. THE USE OF ANY IMPORTED MATERIAL FOR BACKFILLING PURPOSES SHALL BE LIMITED TO THOSE SITUATIONS WHEN NATIVE SOILS DO NOT ALLOW FOR REQUIRED CONSTRUCTION.
  - THE APPLICANT IS RESPONSIBLE FOR THE REMOVAL OF EXCESS SPOIL AND ASSOCIATED COSTS.
  - SEPARATION BETWEEN GAS FACILITIES AND ELECTRIC FACILITIES MAY BE REDUCED TO 6" WHEN CROSSING.
  - SERVICE SADDLES ARE THE PREFERRED SERVICE FITTINGS FOR USE THROUGHOUT THE JOINT TRENCH PROJECT. ALL PROJECTS WILL BE DESIGNED AND ESTIMATED USING SERVICE SADDLES. HOWEVER, SERVICE TEES MAY BE USED IF ALL CLEARANCES, SEPARATION, AND COVERAGE REQUIREMENTS ARE MAINTAINED.
  - CONTRACTOR TO INCREASE METER SPACING AS NECESSARY WHEN EARTHQUAKE VALVES OR OTHER ADDITIONAL SAFETY EQUIPMENT ARE REQUIRED. APPROVED VALVES ARE INSTALLED IN SOME AREAS AND ARE NOT PART OF PG&E/UDOWN STANDARD REQUIREMENTS TO PROVIDE CLEARANCE FOR EARTHQUAKE VALVES.

TRANSFORMER CLEARANCE REQUIREMENTS:

- ABOVE ANY SINGLE PHASE TRANSFORMER LOCATION, MAINTAIN 20' UNOBSTRUCTED OVERHEAD CLEARANCE OVER TRANSFORMER VAULT/PAD.
- ABOVE ANY THREE PHASE TRANSFORMER LOCATION, MAINTAIN 30' UNOBSTRUCTED OVERHEAD CLEARANCE OVER TRANSFORMER VAULT/PAD.

GAS PIPELINE UNDERGROUND WARNING TAPE NOTES:

- A WARNING TAPE IS TO BE INSTALLED IN OPEN TRENCH INSTALLATION OVER GAS PIPELINES IN BOTH TRANSMISSION AND DISTRIBUTION SYSTEMS. THIS INCLUDES TRENCHES, BELL HOLES, EXCAVATIONS FOR REPAIR PURPOSES AND RISER RELAYHOLES. THE WARNING TAPE IS INTENDED FOR IDENTIFICATION OF DIGGING IN THE "TOLERANCE ZONE" TO STRIKE THE WARNING TAPE PRIOR TO THE PIPELINE. WHEN THE WARNING TAPE IS STRUCK, IT SHALL BE IMMEDIATELY STOPPED AND THE WARNING TAPE SHALL BE IMMEDIATELY REPAIRED WITH EXISTING EQUIPMENT. IT STRIKES WITHOUT BREAKING, THIS ALERTING THE EXCAVATOR OF THE FACILITY LOCATION.
- INSTALL 6" WIDE WARNING TAPE ABOVE THE GAS PIPELINE AT LEAST 12" BELOW GRADE AND NO CLOSER THAN 12" FROM THE PIPE. INSTALLATION SHALL PROVIDE THE TAPES TRANSMISSION AND DISTRIBUTION SYSTEMS. AS FAR AS POSSIBLE, INSTALL THE TAPE ALONG THE LENGTH OF THE GAS PIPELINE. WHEN THE WARNING TAPE IS STRUCK, IT SHALL BE IMMEDIATELY STOPPED AND THE WARNING TAPE SHALL BE IMMEDIATELY REPAIRED WITH EXISTING EQUIPMENT. IT STRIKES WITHOUT BREAKING, THIS ALERTING THE EXCAVATOR OF THE FACILITY LOCATION.
- WARNING TAPE SHALL BE BRIGHTLY COLORED YELLOW AND MARKED "CAUTION: GAS LINE BURIED BELOW WITH A SWEET NOTION".
- WARNING TAPE SHALL BE STORED IN SUCH A MANNER THAT LIMITS ULTRAVIOLET (UV) EXPOSURE.



PG&E PM#S: ELECTRIC: GAS:

DESIGN CHANGE COMPONENT  
ANY CHANGES TO THIS DESIGN MUST BE APPROVED BY  
PG&E GAS ADE

CONSTRUCTION NOTES:

- ALL TRENCHING, BACKFILLING AND INSTALLATION BY CONTRACTOR MUST COMPLY WITH PG&E UO STANDARD 55453 (EFFECTIVE DATE 7-5-2006).
- ALL WORK MUST COMPLY WITH P.G. & E. TELEPHONE, C.A.T.V. STANDARDS AND PRACTICES. ALL WORK MUST BE INSPECTED AND APPROVED BY RESPECTIVE INSPECTORS. RANDOM SOIL SAMPLES SHALL BE TAKEN FROM A MINIMUM OF THREE LOCATIONS PER 1,000' OF TRENCH. 100% OF THE SAMPLES MUST PASS THROUGH A 1/2" SIEVE AND 75% MUST PASS THROUGH A #4 SCREEN. ADDITIONAL SAMPLES SHALL BE TAKEN IF EXISTING SOIL CONDITIONS CHANGE AND IS TO BE AT THE DISCRETION OF THE PG&E REPRESENTATIVE ON SITE. THE SOILS MUST NOT CONTAIN ANY ROCKS THAT HAVE SHARP EDGES OR THAT MAY OTHERWISE BE ABRASIVE. THE SOILS MUST NOT CONTAIN CLODS LARGER THAN 1/2" IF TO BE USED AS SHADING, BEDDING, OR LEVELING MATERIALS. COMPARISON REQUIREMENTS MUST MEET ANY APPLICABLE PG&E FEDERAL, STATE, COUNTY OR LOCAL REQUIREMENTS. ANY NATIVE SOILS OR IMPORT MATERIALS USED MUST NOT HINDER THESE EXPOSURES.
- BACKFILL SHALL BE APPROVED BY THE UTILITY COMPANIES AND THE CITY. CONTRACTOR WILL BE TESTED AND PASSED BY THE SOILS ENGINEER.
- IF SOIL IS NOT ROCK FREE, ADD 4" DEPTH OF TRENCH FOR SAND BEDDING.
- VERIFY SPURCE BOX EXCAVATION SIZES WITH SUPPLIERS(S).
- THE TRENCHING CONTRACTOR SHALL COORDINATE THE UTILITY COMPANIES' INSTALLATION. THE TRENCHING CONTRACTOR TO PLACE CONNECTING CONDUIT WITHIN 5' OF BUILDING EXTERIOR WALL.
- CONTRACTOR SHALL MAKE HIMSELF FAMILIAR WITH THE PROJECT IMPROVEMENT PLANS AND CONDUCT HIS WORK ACCORDINGLY.
- IT IS THE TRENCHING CONTRACTOR'S RESPONSIBILITY TO PROTECT IN PLACE ALL EXISTING FACILITIES. NO EXTRA PAYMENT WILL BE CONSIDERED FOR CROSSING OTHER SYSTEMS.
- VISION UTILITY PARTNERS ASSUMES NO RESPONSIBILITY FOR THE PROJECT CONDITIONS. THESE DRAWINGS WERE PREPARED USING DATA SUPPLIED BY PG&E, TELEPHONE, C.A.T.V. IMPROVEMENT PLANS AND THE CITY'S VARIOUS "AS BUILT" INFORMATION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PHYSICALLY REVIEW THE PROJECT PRIOR TO SUBMITTING HIS BID.
- CONTRACTOR WILL COMPLY WITH ALL LAWS, ORDINANCES AND REGULATIONS. CONTRACTOR SHALL BE FAMILIAR WITH OSHA, INDUSTRIAL SAFETY PROCS AND SHALL CONDUCT ALL SEPARATION REQUIREMENTS. WHEN WORKING NEAR ENERGIZED OR "HOT" EQUIPMENT, THE UTILITY OWNER SHALL BE NOTIFIED TO SUPPLY THE APPROPRIATE MAN POWER, PUBLIC SAFETY AND TRAFFIC CONTROL. MEASURES ARE THE CONTRACTOR'S RESPONSIBILITY.
- THE CONTRACTOR SHALL PROTECT CONSTRUCTION STAKING. HE SHALL COORDINATE STAKING WITH THE PROJECT'S CIVIL ENGINEER.
- CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA) 2 WORKING DAYS PRIOR TO START OF WORK.
- CONTRACTOR SHALL NOTIFY INSPECTORS OF ANY POTENTIAL CONFLICTS PRIOR TO START OF WORK.
- THIS PLAN IS TO BE USED FOR SOLE PURPOSE OF DIGGING THE JOINT TRENCH. SEE PG&E, AT&T, AND COMCAST PLANS FOR EXACT SIZE AND NUMBER OF CONDUITS INSTALLED IN THE JOINT TRENCH. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THE CORRECT NUMBER, SIZE AND TYPES OF CONDUITS ARE INSTALLED PER THE ENGINEERED PLANS BY EACH UTILITY COMPANY.
- NOTE PLANS ISSUED AT THE PRE-CONSTRUCTION MEETINGS MAY BE SUBJECT TO REVISIONS, IF FINAL PLANS FROM EACH UTILITY COMPANY WERE NOT AVAILABLE AT THE START OF CONSTRUCTION.
- WATER, SEWER, DRAINS, SANITARY WASTE, FUELS INCLUDING DIESEL AND GASOLINE, OIL, PROPANE AND OTHER VOLATILE HEAVIER THAN AIR GASES, SPRINKLER IRRIGATION, STEAM AND OTHER "NET" FACILITIES SHALL MAINTAIN A MINIMUM OF THREE FEET FROM THE NEAREST OUTER SURFACE OF PG&E FACILITIES WITH NO LESS THAN ONE FOOT OF EARTH SOIL BARRIER BETWEEN THE ADJACENT SIDES OF THE INDIVIDUAL TRENCHES.
- IN THE EXTRAORDINARY CASE THAT THE MINIMUM THREE FOOT HORIZONTAL SEPARATION CANNOT BE ATTAINED BETWEEN "NET" UTILITIES AND COMPANY DRIP FACILITIES, A VARIANCE MAY APPROVED BY THE LOCAL INSPECTION SUPERVISOR AND SUBMITTED TO SERVICE PLANNING SUPPORT PROGRAM MANAGER FOR APPROVAL.
- ALL METER PANELS: INDIVIDUAL, RESIDENTIAL, OR NONRESIDENTIAL APPLICANTS WITH A METER PANEL RATING OF ANY SIZE, INSTALLED INSIDE A METER ROOM OR OTHER STRUCTURE, MUST FOLLOW ALL OF THE REQUIREMENTS DESCRIBED BELOW.
  - INSTALL OWN AND MAINTAIN A SEPARATE, MINIMUM 2-INCH DIAMETER CONDUIT WITH PULL TAPE INSIDE THE CONDUIT AND PULL TAPE MUST EXTEND FROM THE OUTSIDE SURFACE OF THE BUILDING AND TERMINATE OUTSIDE THE METER PANEL OR SWITCHBOARD AT THE TOP OF THE METER PANEL.
  - ENSURE THE 2-INCH DIAMETER CONDUIT OR PULL TAPE EXIT THE OUTSIDE OF THE BUILDING A MINIMUM OF 8 FEET AND A MAXIMUM OF 10 FEET ABOVE GRADE. THE OPEN END OF THE CONDUIT THAT IS EXPOSED TO THE OUTSIDE MUST HAVE A REMOVABLE TEMPORARY CAP OR PLUG.
  - DO NOT USE THE CONDUIT. THE CONDUIT IS FOR PG&E'S METERING EQUIPMENT ONLY.
- THIS JOINT TRENCH PLAN WAS PREPARED BASED ON TOPOGRAPHICAL SURVEY AS PROVIDED BY A CIVIL ENGINEER. THE CONTRACTOR IS CAUTIONED THAT EXPLORATORY WORK IS NECESSARY TO DETERMINE THE ACTUAL LOCATION OF ANY EXISTING UTILITY. VISION UTILITY PARTNERS STRONGLY RECOMMENDS THAT ALL UTILITIES BE PHYSICALLY LOCATED ON THE SITE BEFORE THE ONSET OF SITE WORK. SUBSTRUCTURE LOCATIONS MAY REQUIRE FIELD ADJUSTMENT TO COMPENSATE FOR ACTUAL EXISTING UTILITY LOCATIONS.

SUBSTRUCTURE VERIFICATION STAMP

DEVELOPER  
PLEASE NOTE AND SIGN

ALL PG&E ENCLOSURES AND BOXES HAVE BEEN SET TO GRADE ACCORDING TO GRADE STAKES PROVIDED BY DEVELOPER'S ENGINEER. ALL COSTS TO RELOCATE OR RE-REMOVE BOXES AT A LATER DATE WILL BE BILLED TO THE DEVELOPER. PLEASE HAVE YOUR SIGNATURE AND DATE DRAWING. THANK YOU.

SIGNED: \_\_\_\_\_  
DATE: \_\_\_\_\_

UTILITY APPROVALS

UTILITY	APPROVED BY	DATE
PG&E ELECTRIC		
PG&E GAS		
AT&T (PHONE)		
COMCAST (CATV)		
CITY ENGINEER		

FOR VIZION USE ONLY  
CA REVIEW

INITIALS	DATE
WENT (ELEC)	
WENT (GAS)	
COMPOSITE	
PRE-COM	

DEVELOPER:  
706-716 SANTA CRUZ AVE LLC  
700 SANTA CRUZ AVE  
MENLO PARK, CA 94025  
VASILE C. OROS  
T: 415-260-0608  
EMAIL: VOROS11@AOL.COM

SHEET INDEX

- JT-1 JOINT TRENCH TITLE SHEET
- JT-2 JOINT TRENCH INTENT



DATE: \_\_\_\_\_

REVISION: \_\_\_\_\_

DATE/TIME: \_\_\_\_\_

PROJECT NO: 19-969

SCALE: N.T.S.

PREP: J. KLEIN

DRAWN BY: M. HOANG

CHECKED BY: \_\_\_\_\_

DATE PLOTTED: 10-28-2019

DRAWING NO: JT-1

SHEET: 1 OF 2

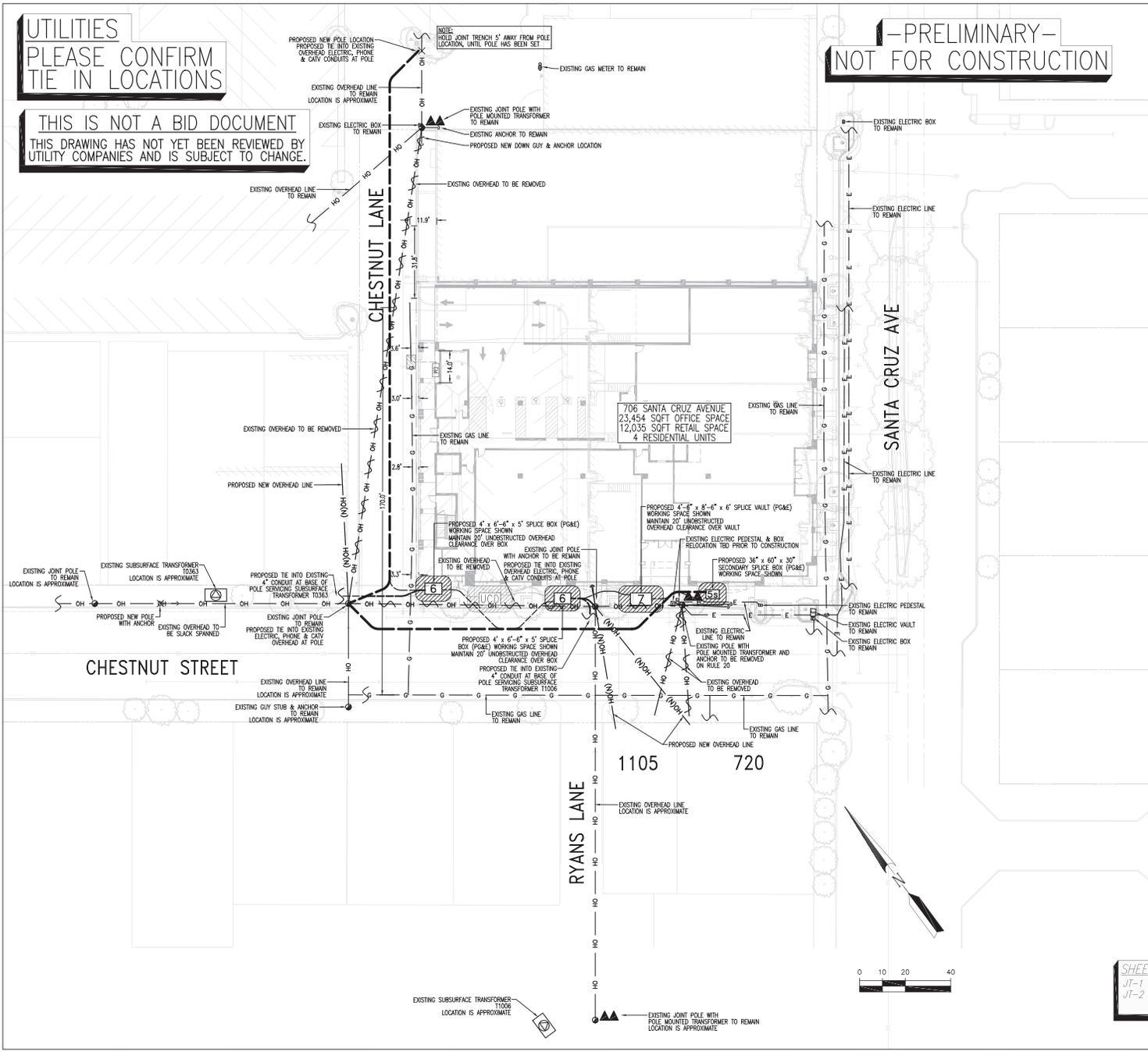
JOINT TRENCH TITLE SHEET  
706 SANTA CRUZ AVENUE  
WRO  
706-716 SANTA CRUZ AVE LLC  
MENLO PARK CALIFORNIA

Vizion Utility  
P A R T N E R S  
UTILITY ENGINEERS, CONSULTANTS & STREETLIGHT DESIGN  
1000 PROMISSE DRIVE, SUITE 100, MENLO PARK, CA 94025

**UTILITIES**  
PLEASE CONFIRM  
TIE IN LOCATIONS

**THIS IS NOT A BID DOCUMENT**  
THIS DRAWING HAS NOT YET BEEN REVIEWED BY  
UTILITY COMPANIES AND IS SUBJECT TO CHANGE.

**-PRELIMINARY-  
NOT FOR CONSTRUCTION**



**NOTE TO CONTRACTOR:**  
FOR CONTRACTOR'S WORK RESPONSIBILITY,  
REFER TO JOINT TRENCH TITLE SHEET (JT-1)

**LEGEND**

- PROPOSED JOINT TRENCH
- x PROPOSED NEW POLE
- [Symbol] PROPOSED 4'-6" x 8'-6" x 6' SPLICE VAULT (PG&E) WORKING SPACE SHOWN MAINTAIN 20' UNOBSTRUCTED OVERHEAD CLEARANCE OVER VAULT
- [Symbol] PROPOSED 4' x 6'-6" x 5' SPLICE BOX (PG&E) WORKING SPACE SHOWN MAINTAIN 20' UNOBSTRUCTED OVERHEAD CLEARANCE OVER BOX
- [Symbol] PROPOSED 36" x 60" x 30" SECONDARY SPLICE BOX (PG&E) WORKING SPACE SHOWN
- E EXISTING ELECTRIC LINE
- EXISTING JOINT POLE TO REMAIN
- ▲ EXISTING POLE MOUNTED TRANSFORMER
- [Symbol] EXISTING ELECTRIC VAULT
- [Symbol] EXISTING SUBSURFACE TRANSFORMER
- EXISTING ELECTRIC PEDESTAL
- [Symbol] EXISTING ELECTRIC BOX
- OH EXISTING OVERHEAD LINE
- G EXISTING GAS LINE
- OH EXISTING OVERHEAD TO BE REMOVED
- ▲ EXISTING POLE MOUNTED TRANSFORMER TO BE REMOVED

SUBSTRUCTURE LOCATIONS MUST BE STAKED BY A LICENSED SURVEYOR PRIOR TO CONSTRUCTION. SEE CONSTRUCTION NOTES ON JOINT TRENCH TITLE SHEET (JT-1) REGARDING EXISTING CONDITIONS.

REFER TO PG&E UTILITY BULLETIN TD-7001B-005 DOCUMENT FOR SMART METER ANTENNA CONSTRUCTION REQUIREMENTS.

**NOTE TO COMCAST:**  
PLEASE CONFIRM WHO WILL PROVIDE CONDUIT AND VAULTS. DEVELOPER TO PROVIDE TRENCH.

**NOTE FOR UNDERGROUND ELECTRIC INSTALLATION:**  
USE OF STANDARD PVC DB-120 IS NO LONGER APPROVED BY PG&E FOR 2" CONDUIT SIZE AND BENDS. PVC DB-120 CELLULAR CORE CONDUIT CAN BE USED IN PLACE OF STANDARD PVC DB-120 CONDUIT. FOR ALL APPROVED 2" CONDUITS AND BENDS, SEE BULLETIN TD-062288B-001.

DATE:	
REVISION:	
CHECK DATE:	
<b>JOINT TRENCH INTENT</b> <b>706 SANTA CRUZ AVENUE</b> <b>WRO</b> 706-716 SANTA CRUZ AVE LLC CALIFORNIA MENLO PARK	
PROJ. NO:	19-969
SCALE:	1" = 20'
FILE:	J. KLEIN
DRAWN BY:	M. HOANG
CHECKED BY:	
LAST UPDATED:	10-28-2019
DRAWING NO.:	JT-2
SHEET:	2 of 2

**SHEET INDEX**

JT-1	JOINT TRENCH TITLE SHEET
JT-2	JOINT TRENCH INTENT



DRAWING DATE: 10/28/2019 10:49:20 AM  
 PLOT DATE: 10/28/2019 10:52:32 AM  
 PLOTTED BY: MHN HOANG

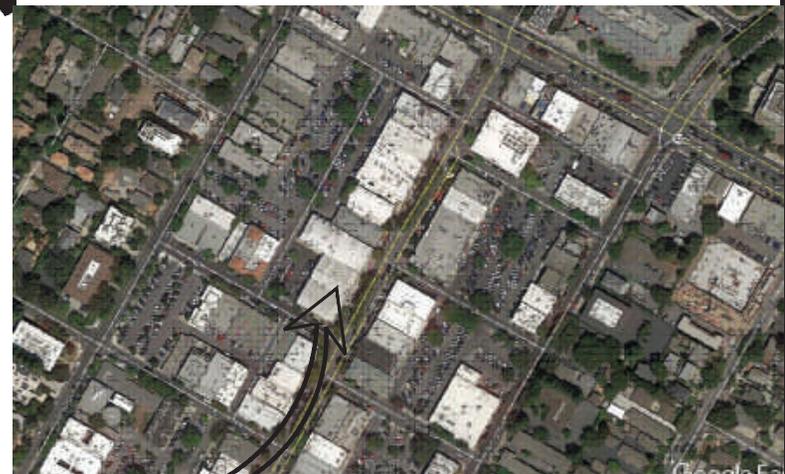
# TEMPORARY EARTH RETENTION SYSTEM 706-716 SANTA CRUZ AVENUE MENLO PARK , CA

PRELIMINARY DESIGN  
NOT FOR CONSTRUCTION

FOR:



JOB NO. 170401  
JUNE 24, 2019



PROJECT LOCATION

## SITE LOCATION PLAN

**SCOPE OF WORK**

AS A PART OF MIXED USE BUILDING 706-716 SANTA CRUZ AVENUE PROJECT IN MENLO PARK, CA, IT IS NECESSARY TO PROVIDE TIEBACK SOLDIER BEAM SHORING WALL WITH UNDERPINNING DESIGN.

**GENERAL**

- ALL CONSTRUCTION SHALL CONFORM TO THE GEOTECHNICAL ENGINEERING CIRCULAR NO. 4, PUBLICATION NO. FHWA-IF-99-015 - GROUND ANCHORS AND ANCHORED SYSTEMS PUBLISHED BY FHWA JUNE 1999, CALIFORNIA BUILDING CODE (2016 ED.), AND REGULATIONS OF CITY OF MENLO PARK, CA.
- ALL MATERIAL AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE GUIDELINES ESTABLISHED IN THE "TRENCHING AND SHORING MANUAL" PUBLISHED BY OFFICE OF STRUCTURES, CALTRANS.
- THESE DRAWINGS ARE BASED ON AND MUST BE READ IN CONJUNCTION WITH 706 SANTA CRUZ AVE. MENLO PARK ARCHITECTURAL REVIEW PLAN DATED MAY 13, 2019 BY FORM4 ARCHITECTURE.
- THE DATA FOR THE ALIGNMENT OF THE WALL, ITS GEOMETRY AND ELEVATIONS ARE FOR REFERENCE ONLY AND ARE BASED ON THE INFORMATION GIVEN ON FOUNDATION PLANS. THE GENERAL CONTRACTOR IS TO VERIFY ALL DIMENSIONS, OFFSETS, ELEVATIONS AND CONDITIONS AT THE SITE AND REPORT ANY DISCREPANCIES AND LACK OF COORDINATION BETWEEN THESE DRAWINGS AND FOUNDATION PLAN TO THE EARTH RETENTION ENGINEER, PB&A INC., IN A TIMELY MANNER.
- LINE AND GRADES SHALL BE ESTABLISHED BY THE GENERAL CONTRACTOR TO INSURE PROPER HORIZONTAL ALIGNMENT OF WALL AND LOCATION OF THE SOLDIER BEAMS.
- THE GENERAL CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES AND OTHER OBSTACLES. ALL EXISTING UTILITIES SHOWN ON THESE PLANS ARE FOR REFERENCE ONLY. GENERAL CONTRACTOR IS RESPONSIBLE TO POTHOLE ALL UTILITIES (AS NEEDED) BEFORE SHORING WALL CONSTRUCTION IS TO BEGIN. GENERAL CONTRACTOR IS TO REPORT ALL INTERFERENCES BETWEEN THE UTILITIES OR OTHER OBSTACLE WITH THE SOLDIER BEAM AND TIEBACKS TO THE SHORING ENG., PB&A IN A TIMELY MANNER.
- THE SHORING SYSTEM IS DESIGNED FOR A SURCHARGE WHICH INCLUDES REGULAR TRAFFIC LOADING AND LIGHT WEIGHT CONSTRUCTION EQUIPMENT, SUCH AS CONCRETE TRUCKS, ETC. CRANES AND DRILLED RIG EXCLUDED. HEAVY CONSTRUCTION EQUIPMENT IS TO BE KEPT A DISTANCE EQUIVALENT TO THE DEPTH OF THE EXCAVATION AWAY FROM THE EDGE OF THE RETAINING WALL.

**DESIGN CRITERIA**

THE DESIGN OF THE EARTH RETENTION SYSTEM IS BASED ON THE TEST BORING LOGS AND THE INFORMATION CONTAINED IN THE "GEOTECHNICAL INVESTIGATION FOR MIXED-USE BUILDING 706-716 SANTA CRUZ AVENUE MENLO PARK, CALIFORNIA 94025", DATED DECEMBER, 2015, PREPARED BY ROMIG ENGINEERS, INC.

**MATERIALS-SOLDIER BEAM, AND TIEBACKS:**

- TIEBACK ANCHORS SHALL BE 0.6" DIA. 7-WIRE, LOW RELAXATION 270 KSI STRAND CONFORMING TO ASTM A416.
- TIE ROD SHALL BE THREADED BAR TO CONFORM TO ASTM A722 GRADE 150.
- BAR COUPLERS SHALL DEVELOP THE FULL ULTIMATE TENSILE STRENGTH OF THE BAR AS CERTIFIED BY THE MANUFACTURER.
- CENTRALIZERS - MANUFACTURED FROM PVC PIPING.
- STRUCTURAL STEEL FOR WIDE FLANGE SOLDIER BEAMS SHALL CONFORM TO ASTM A36 OR EQUAL GRADE.
- STRUCTURAL STEEL FOR MISCELLANEOUS ITEMS SUCH AS STIFFENER AND BEARING PLATES PACKING, ANGLES, CONFORM TO THE REQUIREMENTS OF ASTM A36.
- GROUT USED IN TIEBACKS SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,000 P.S.I. MIN. 6 SACKS OF CEMENT PER CUBIC YARD.
- ALL WELDING SHALL CONFORM TO A.W.S. STANDARDS AND BE DONE BY CERTIFIED WELDERS HAVING A CURRENT CERTIFICATION & USING E70XX ELECTRODES.
- LAGGING SHALL BE D.F. #2.
- LEAN CONCRETE MIX FOR BACKFILLING THE DRILLED HOLE BEAM EMBEDMENT BELOW THE BOTTOM OF THE EXCAVATION IS TO CONTAIN MIN. 2 SACK OF CEMENT PER CU. YD. OF CONCRETE.

**CONSTRUCTION PROCEDURE FOR TIEBACK SOLDIER BEAM SHORING**

- DRILL HOLES FOR SOLDIER BEAMS AT THE LOCATION AND TO THE DEPTH AS INDICATED ON THE PLANS.
- BACKFILL THE DRILLED HOLE BELOW AND ABOVE THE BOTTOM OF THE EXCAVATION WITH LEAN CONCRETE MIX PER NOTE 10 ABOVE.
- EXCAVATE AND PLACE LAGGING TO PREVENT LOSS OF GROUND. PLACEMENT OF LAGGING BELOW THE DEPTH OF 20' MAY CEASE, W/ WRITTEN PERMISSION FROM THE SHORING ENGINEER IN APPROPRIATE LOCATIONS AND AS GROUND CONDITIONS WARRANT.
- STEEL PLATE LAGGING MAY BE USED ABOVE TIEBACK LOCATION FOR TIEBACK BEAMS AND FOR THE ENTIRE DEPTH OF EXCAVATION FOR THE CANTILEVER BEAMS.
- CONTINUE TO EXCAVATE TO NOT MORE THAN 1'-6" BELOW THE LEVEL OF THE TIEBACK OR AS SOIL PERMITS. THEN DRILL HOLE FOR THE TIEBACKS TO THE SUGGESTED DEPTH AS NECESSARY. FILL THE DRILLED HOLE THROUGH OUT WITH GROUT TIEBACKS MAY BE REGROUTED AS NECESSARY TO ASSURE COMPLIANCE WITH THE TESTING SCHEDULE.
- EXCAVATION IS TO PROCEED IN LIFTS AS SOIL STABILITY ALLOWS, (5' MAX.). AN APPROPRIATE BERM IS TO BE CREATED SO THAT THE DRILL RIG CAN DRILL THE HOLE FOR THE TIEBACKS.
- TEST TIEBACKS NO EARLIER THAN 3 DAYS AFTER GROUTING ACCORDING TO THE PROCEDURE DESCRIBED ON THIS SHEET.
- CONTINUE EXCAVATION AND LAG.
- ANY LOSS OF GROUND FROM BEHIND LAGGING IS TO BE REPLACED WITH LEAN MIX OF CEMENT SAND SLURRY.

**TIEBACK TESTING PROCEDURE:**

EVERY TIEBACK SHALL BE PROOF TESTED. TESTING SHALL BE PERFORMED BY INCREMENTALLY LOADING THE TIEBACK IN ACCORDANCE WITH THE SCHEDULES SHOWN ON PLANS. AT EACH LOAD INCREMENT THE MOVEMENT OF THE END OF THE TIEBACK SHALL BE RECORDED TO THE NEAREST .001" WITH RESPECT TO AN INDEPENDENT FIXED REFERENCE POINT NOT ATTACHED TO THE SHORING WALL. THE ANCHOR LOAD SHALL BE MEASURED WITH A PRESSURE GAUGE CALIBRATED WITH THE JACK, WHICH SHALL BE ACCURATE ENOUGH TO READ 200 PSI CHANGES IN HYDRAULIC PRESSURE, OR A 4-KIP (4000 POUNDS) DIFFERENTIAL IN FORCE, WHICHEVER IS THE LESSER. THE PUMP SHALL BE CAPABLE OF APPLYING EACH LOAD INCREMENT IN LESS THAN ONE MINUTE, AND SHALL MAINTAIN THE TEST LOAD AS REQUIRED DUE TO CREEP OF THE TIEBACKS AND/OR MOVEMENT OF THE WALL.

FOR EACH PROOF TEST THE FOLLOWING INFORMATION SHALL BE RECORDED:

- TIEBACK NUMBER AND LOCATION.
  - INSTALLED FREE LENGTH AND BONDED LENGTH OF THE TIEBACK.
- DURING TIEBACK TESTING, THE FOLLOWING INFORMATION SHALL BE RECORDED FOR EACH LOAD INCREMENT AND CORRESPONDING OBSERVATION PERIOD:
- LOAD SEQUENCE NUMBER AND % OF DESIGN LOAD; MAXIMUM LOAD PER SCHEDULE.
  - DIAL PRESSURE AND CORRESPONDING LOAD IN KIPS (200 PSI INCREMENTS).
  - OBSERVATION PERIOD IN MINUTES AND/OR SECONDS FROM THE TIME AT WHICH THE SPECIFIED LOAD IS REACHED.
  - MOVEMENT OF THE END OF THE TIEBACKS TO THE NEAREST .001 INCH. ZERO MOVEMENT SHALL BE ASSUMED AT THE INITIAL ALIGNMENT LOAD (AL), WHICH IS SEQUENCE NUMBER 1.

**PROOF TEST**

THE PROOF TESTS SHALL BE PERFORMED BY INCREMENTALLY LOADING THE TIEBACKS IN ACCORDANCE WITH THE PROOF TEST SCHEDULE SHOWN ABOVE. AT EACH INCREMENT OF THE LOAD SHALL BE MAINTAINED UNTIL THE RATE OF TIEBACK MOVEMENT IS CLEARLY APPROACHING ZERO. THE MINIMUM OBSERVATION PERIOD SHALL BE ONE MINUTE. THE 125% DL MAXIMUM TEST LOAD SHALL BE HELD FOR AT LEAST 10 MINUTES, AND AS MUCH AS 60 MINUTES, AS DESCRIBED BELOW. FOR FINAL SEQUENCE MAXIMUM TEST LOAD, THE TIEBACK SHALL BE LOADED TO 125% DESIGN LOAD AND THE TIEBACK MOVEMENT SHALL BE RECORDED FOR OBSERVATION PERIODS OF 1, 2, 3, 4, 5, 7, AND 10 MINUTES. IF THE TOTAL ELONGATION BETWEEN 1 MINUTE AND 10 MINUTES DOES NOT EXCEED .04 INCHES, THEN THE TIEBACK SHALL BE CONSIDERED ACCEPTABLE AND THE TEST MAY BE DISCONTINUED. IF THE ELONGATION BETWEEN 1 MINUTE AND 10 MINUTES EXCEEDS .04 INCHES, THEN MONITORING OF TIEBACK MOVEMENT SHALL CONTINUE FOR AN ADDITIONAL 50 MINUTES, WITH MOVEMENTS RECORDED AT 15, 20, 25, 30, 45 AND 60 MINUTES SO THAT A CREEP CURVE CAN BE PLOTTED. AT THE END OF THE PROOF TEST THE TIEBACK SHALL BE LOCKED OFF AT LOCK-OFF LOAD, AS SPECIFIED IN THE SCHEDULE. THE MAXIMUM 125% DL TEST LOAD ELONGATION IS MEASURED FOR 60 MINUTES, THE TIEBACK WILL BE CONSIDERED ACCEPTABLE IF THE ELONGATION DOES NOT EXCEED 0.08".

PROOF TEST SCHEDULE
LOADING SEQUENCE
ALIGNMENT LOAD
0.25 DESIGN LOAD
0.50 DESIGN LOAD
0.75 DESIGN LOAD
1.00 DESIGN LOAD
1.25 DESIGN LOAD

**DRAWING LISTS**

- SH1.0 GENERAL NOTES
- SH2.0 SHORING KEY PLAN
- SH3.0 PLAN & ELEVATION
- SH3.1 PLAN & ELEVATION
- SH3.2 PLAN & ELEVATION
- SH3.3 PLAN & ELEVATION
- SH3.4 PLAN & ELEVATION
- SH3.5 PLAN & ELEVATION
- SH4.0 SECTION



PREPARED FOR: **TEMPORARY SHORING PLAN**  
 SHEET: **SH-200**  
 DATE: **06-24-2019**  
 PROJECT: **706-716 SANTA CRUZ AVENUE**  
 DRAWN BY: **[Signature]**  
 CHECKED BY: **[Signature]**  
 APPROVED BY: **[Signature]**  
 SCALE: **[Blank]**  
 NOTES: **[Blank]**  
 THE INFORMATION ON THIS SHEET IS THE PROPERTY OF PB&A INC. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF PB&A INC.

**ALL SOLDIER PILES TO BE LOCATED OUTSIDE OF THE PUBLIC RIGHT OF WAY AND WITHIN PROPERTY LINES PER CITY OF MENLO PARK REQUIREMENTS**

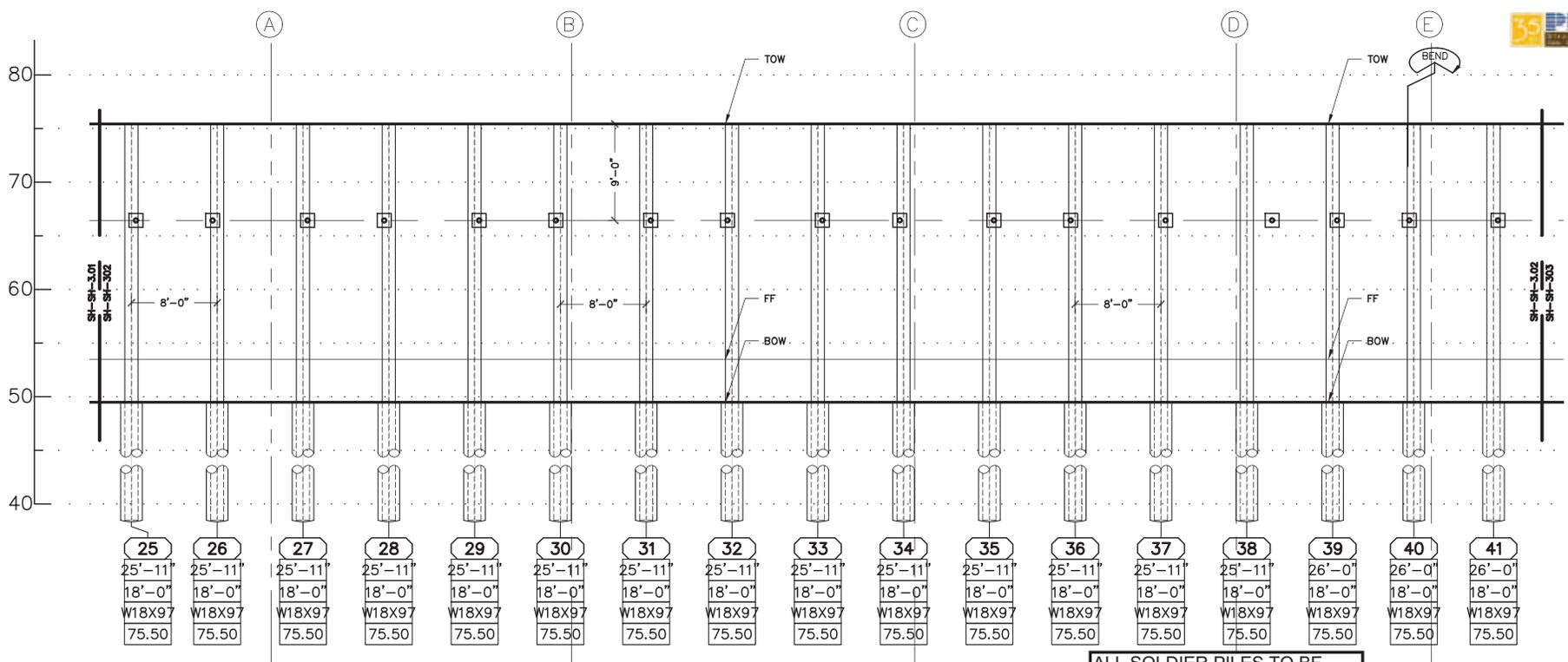
**PRELIMINARY DESIGN NOT FOR CONSTRUCTION**







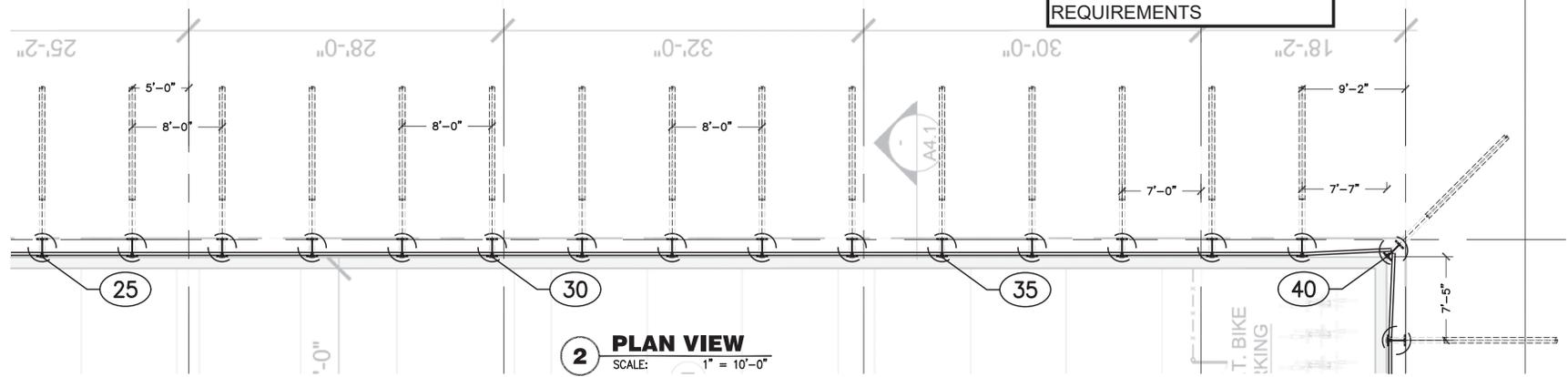




**1 ELEVATION VIEW**  
SCALE: 1" = 10'-0"

ALL SOLDIER PILES TO BE LOCATED OUTSIDE OF THE PUBLIC RIGHT OF WAY AND WITHIN PROPERTY LINES PER CITY OF MENLO PARK REQUIREMENTS

PRELIMINARY DESIGN NOT FOR CONSTRUCTION



**2 PLAN VIEW**  
SCALE: 1" = 10'-0"

PREPARED FOR: **COAST PACIFIC**

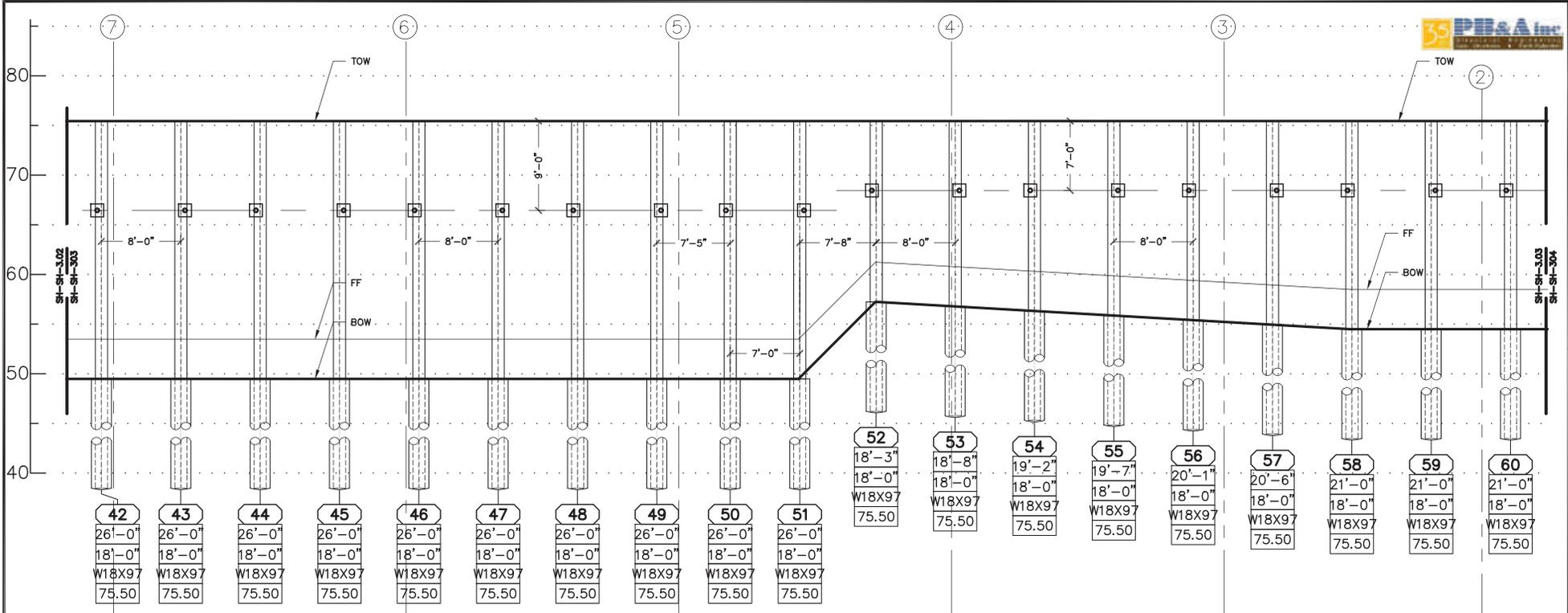
PROJECT: **TEMPORARY SHORING PLAN**

ELEVATION

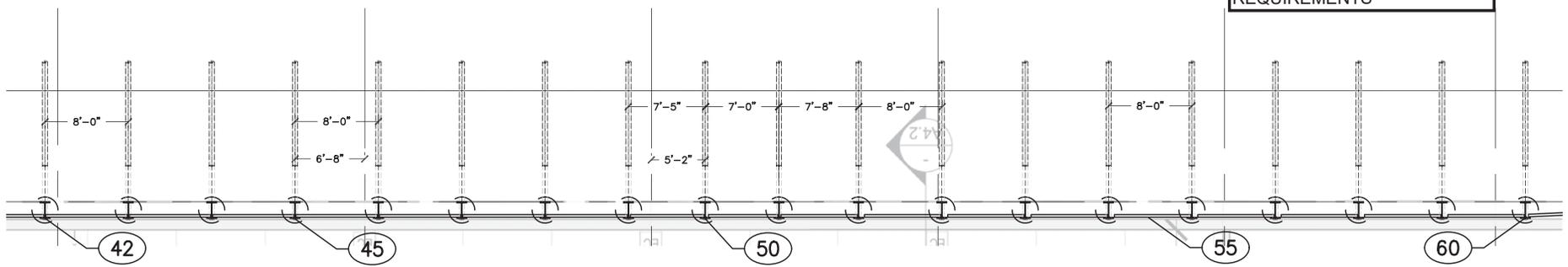
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706-716 SANTA CRUZ AVENUE

170401



ALL SOLDIER PILES TO BE LOCATED OUTSIDE OF THE PUBLIC RIGHT OF WAY AND WITHIN PROPERTY LINES PER CITY OF MENLO PARK REQUIREMENTS



PRELIMINARY DESIGN NOT FOR CONSTRUCTION

PREPARED FOR: PBA & A

PROJECT: 170401

DATE: 06-24-2019

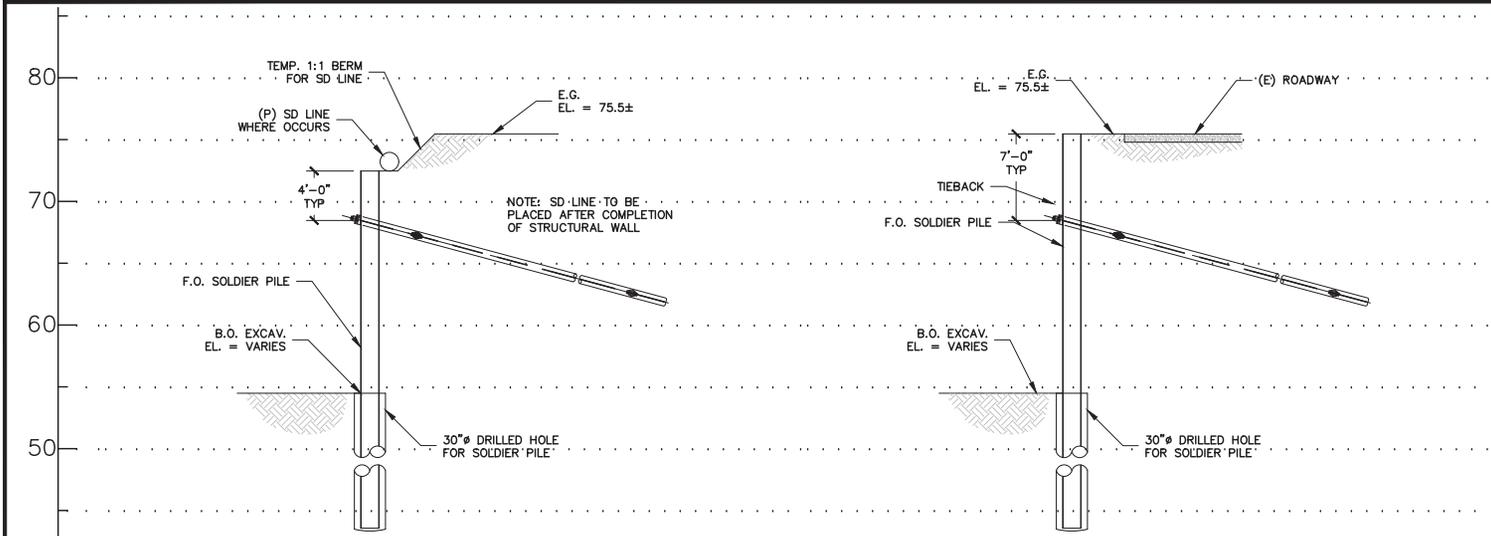
706-716 SANTA CRUZ AVENUE

170401 06-24-2019

PRELIMINARY DESIGN NOT FOR CONSTRUCTION

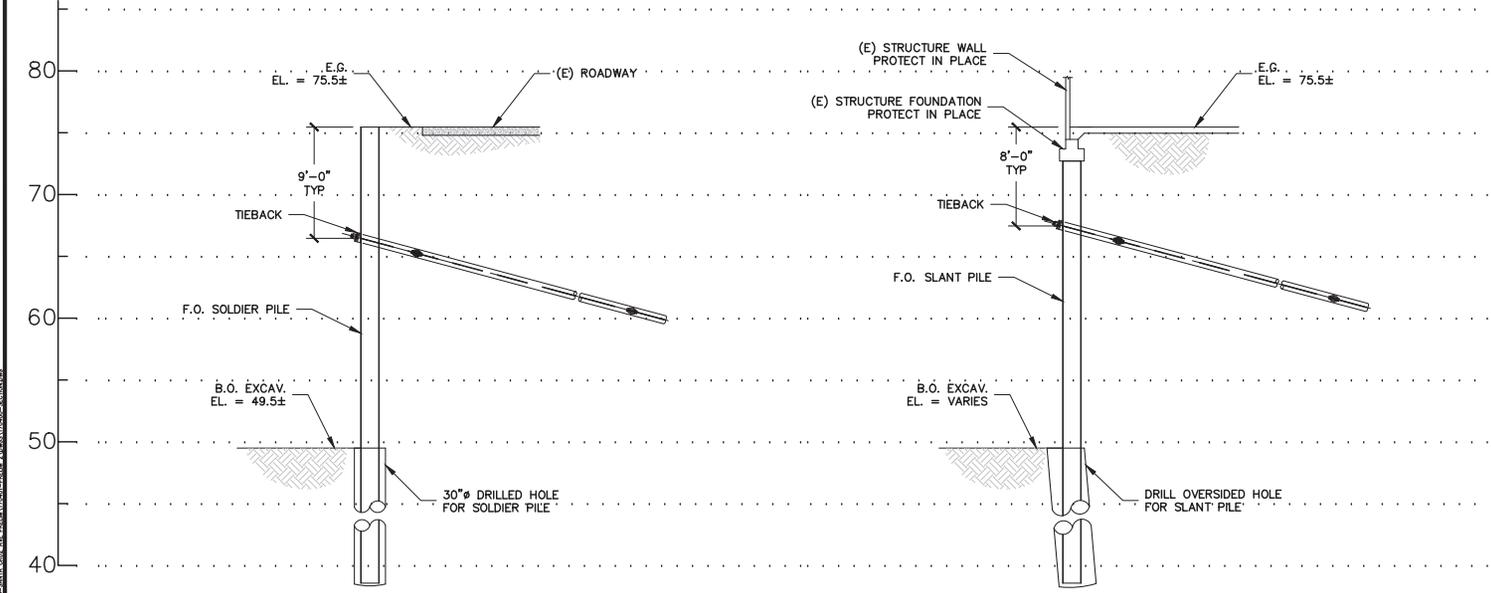
PRINT DATE: 24 JUN 2019 - 4:54PM





**1** TYPICAL SECTION-WITH SD  
SCALE: 1" = 10'-0"

**2** TYPICAL SECTION-21'-0" MAX  
SCALE: 1" = 10'-0"



**3** TYPICAL SECTION-26'-0" MAX  
SCALE: 1" = 10'-0"

**4** TYPICAL SECTION-SLANT PILE  
SCALE: 1" = 10'-0"

ALL SOLDIER PILES TO BE LOCATED OUTSIDE OF THE PUBLIC RIGHT OF WAY AND WITHIN PROPERTY LINES PER CITY OF MENLO PARK REQUIREMENTS

PRELIMINARY DESIGN  
NOT FOR CONSTRUCTION

PREPARED FOR: [REDACTED]

SECTION: [REDACTED]

DATE: 09-24-2019

PROJECT: [REDACTED]

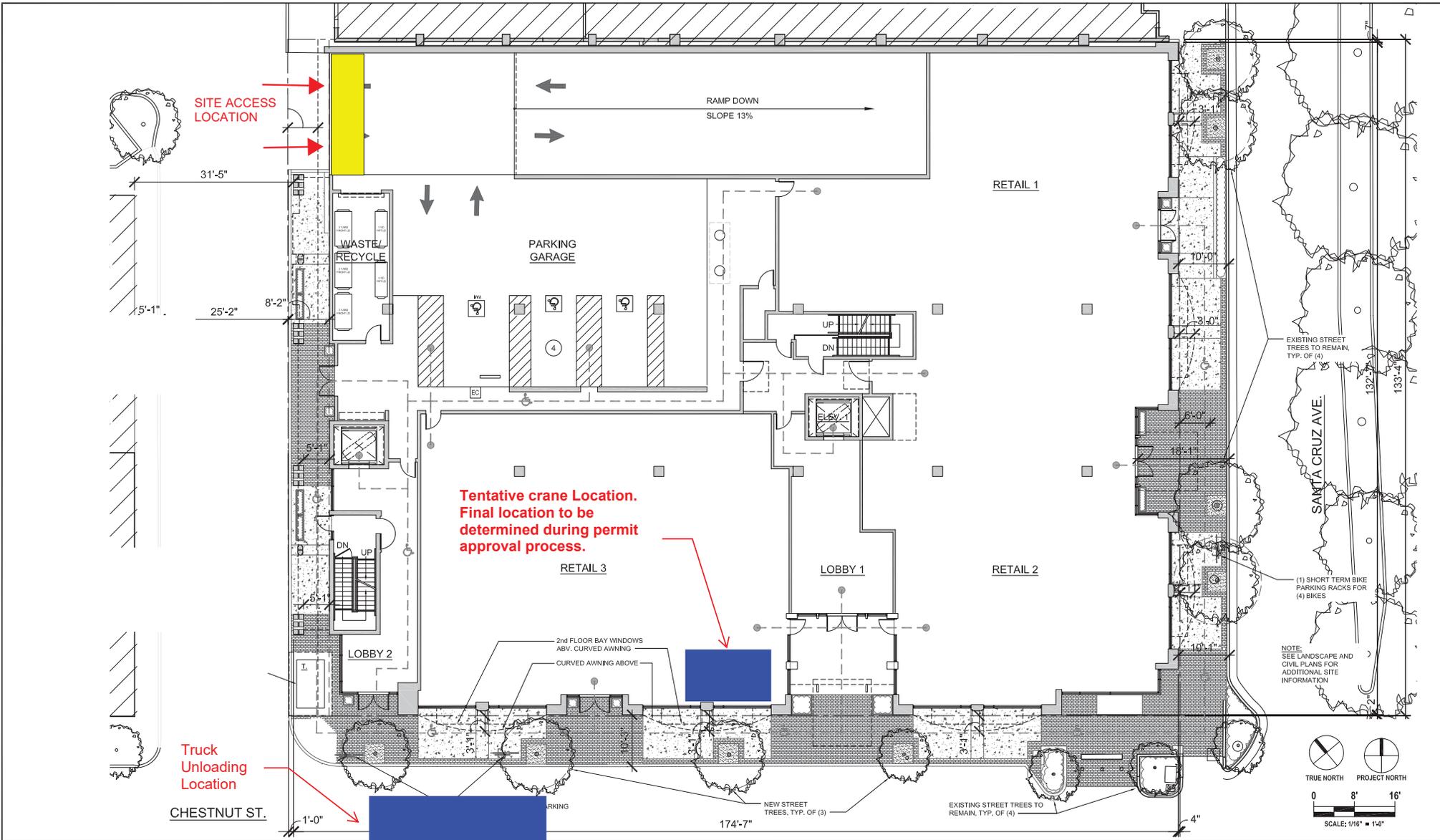
706-716 SANTA CRUZ AVENUE

170401

09-24-2019

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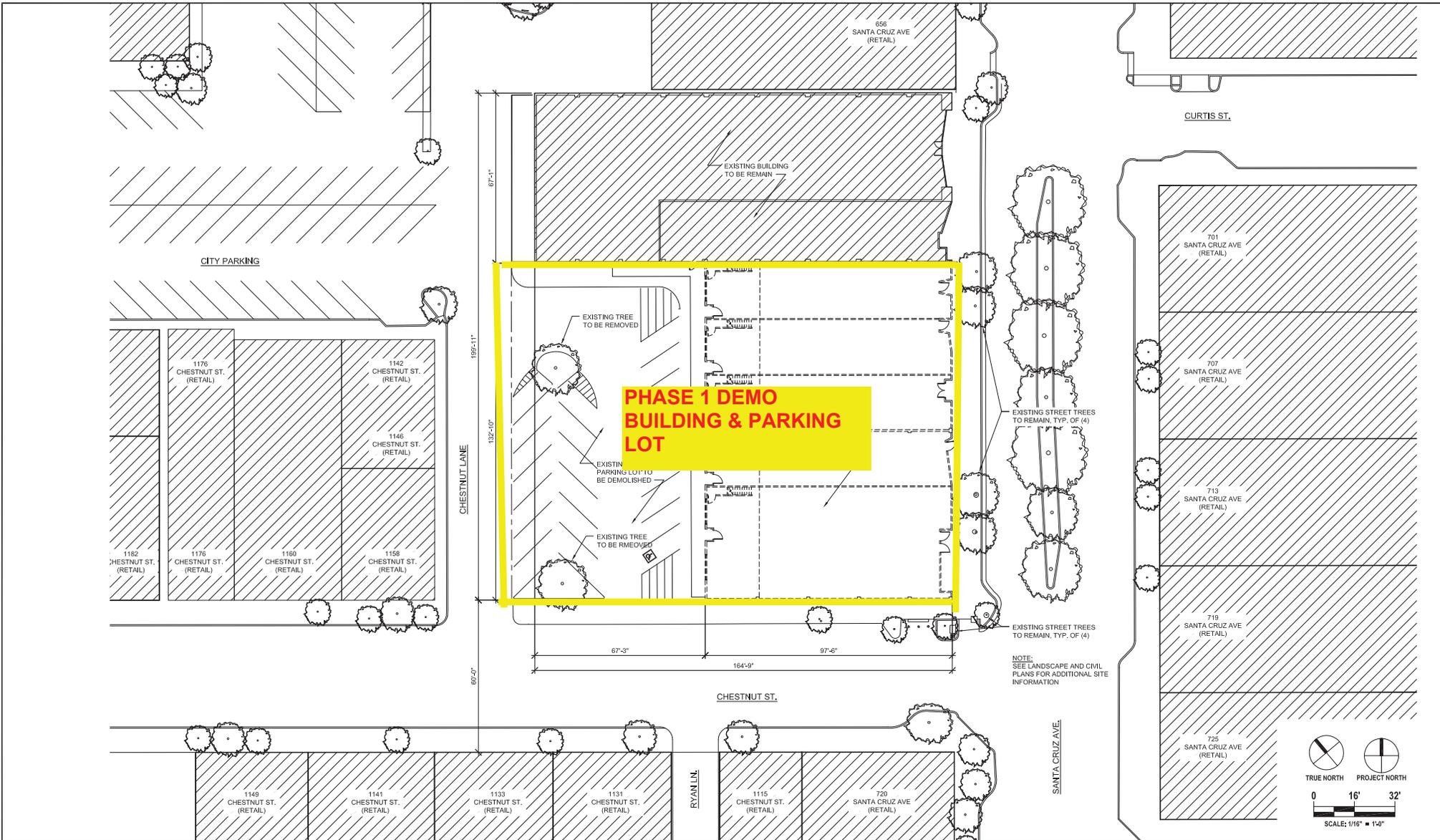
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706 SANTA CRUZ AVE. MENLO PARK, CA

**\*ALL MATERIAL TO BE JUST IN TIME DELIVERY UNTIL UNDERGROUND BASEMENT IS CONSTRUCTED WITH WORKING FIRE SPRINKLERS.**

**CP-1**

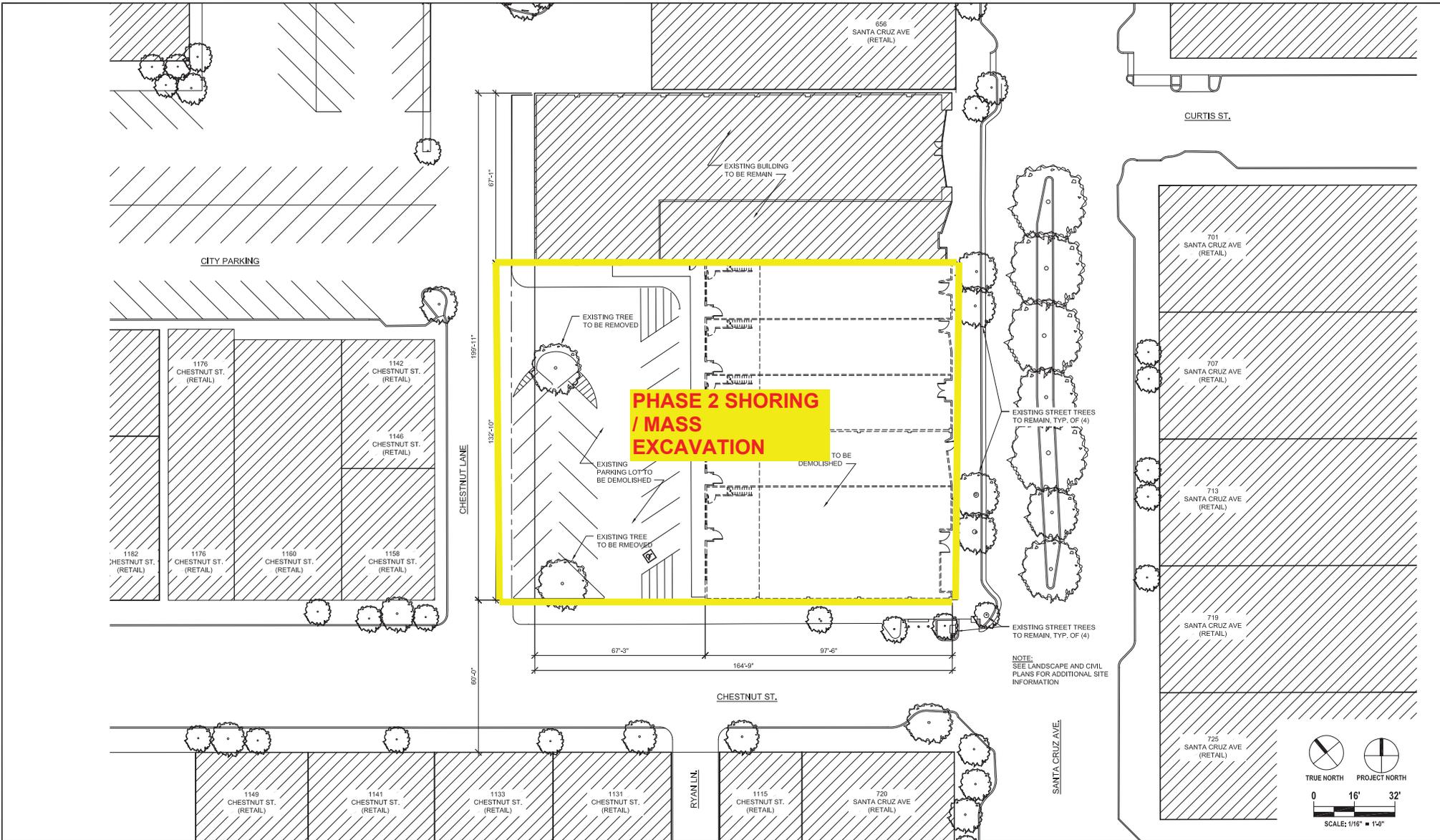


706 Santa Cruz Ave. Menlo Park, CA

**Phase 1 Demo Building & Parking Lot Area**

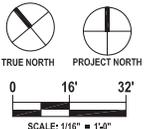
**CP-2**



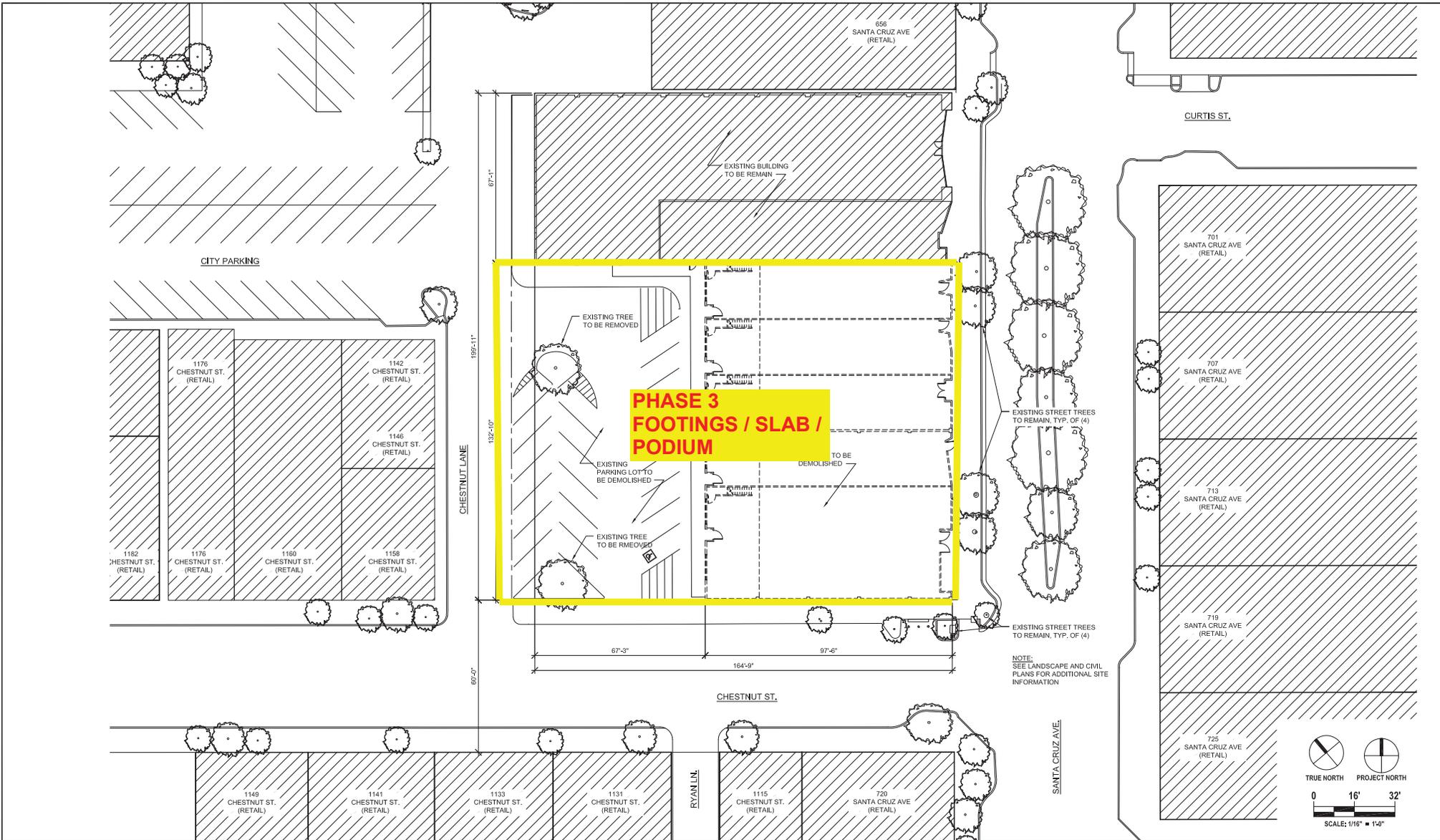


706 Santa Cruz Ave. Menlo Park, CA

PHASE 2 SHORING AND MASS EXCAVATION

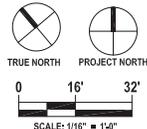


CP-3

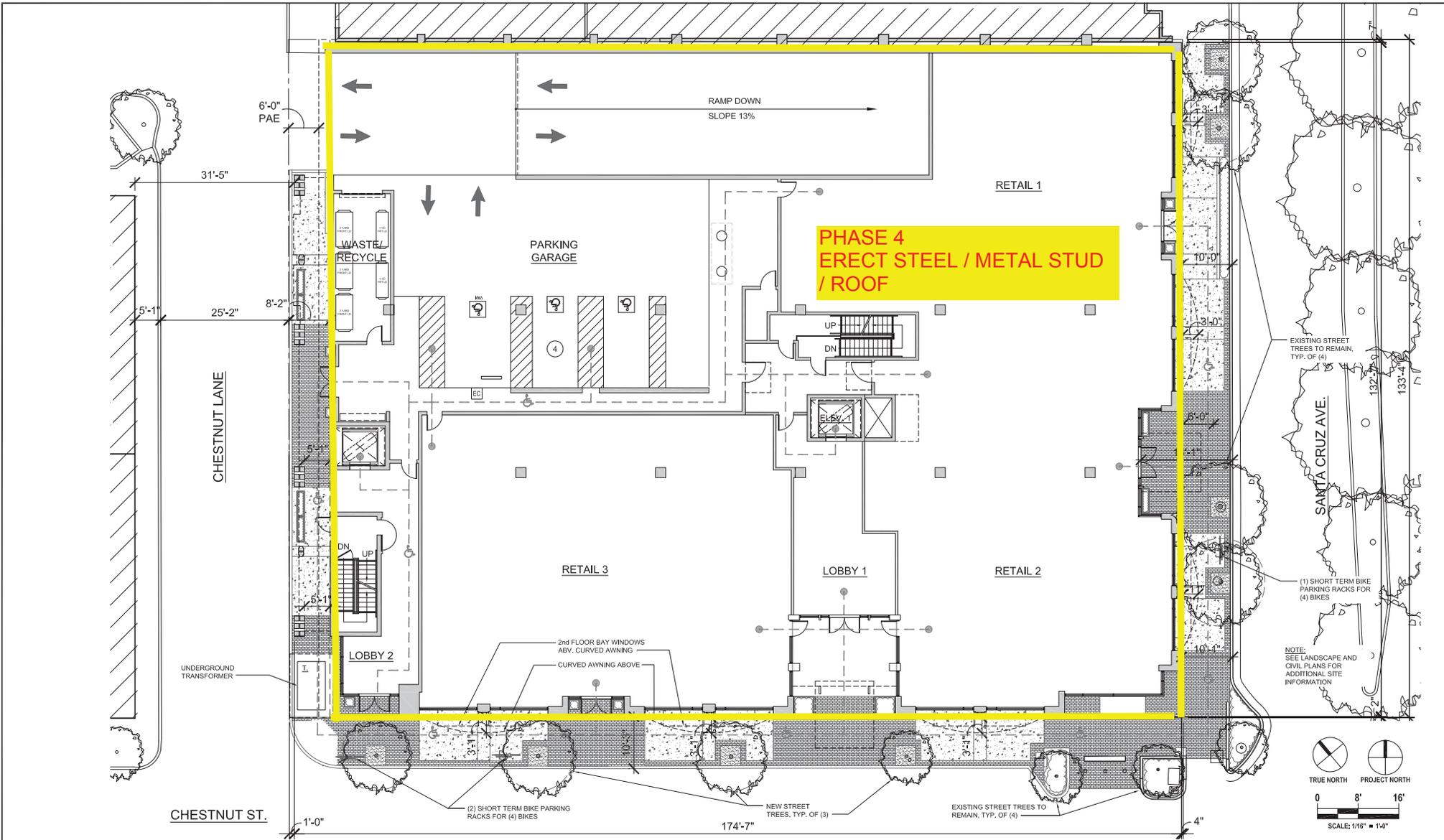


706 Santa Cruz Ave. Menlo Park, CA

**PHASE 3 FOOTINGS / SLAB / PODIUM**

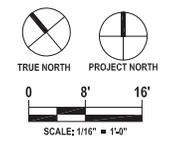


**CP-4**

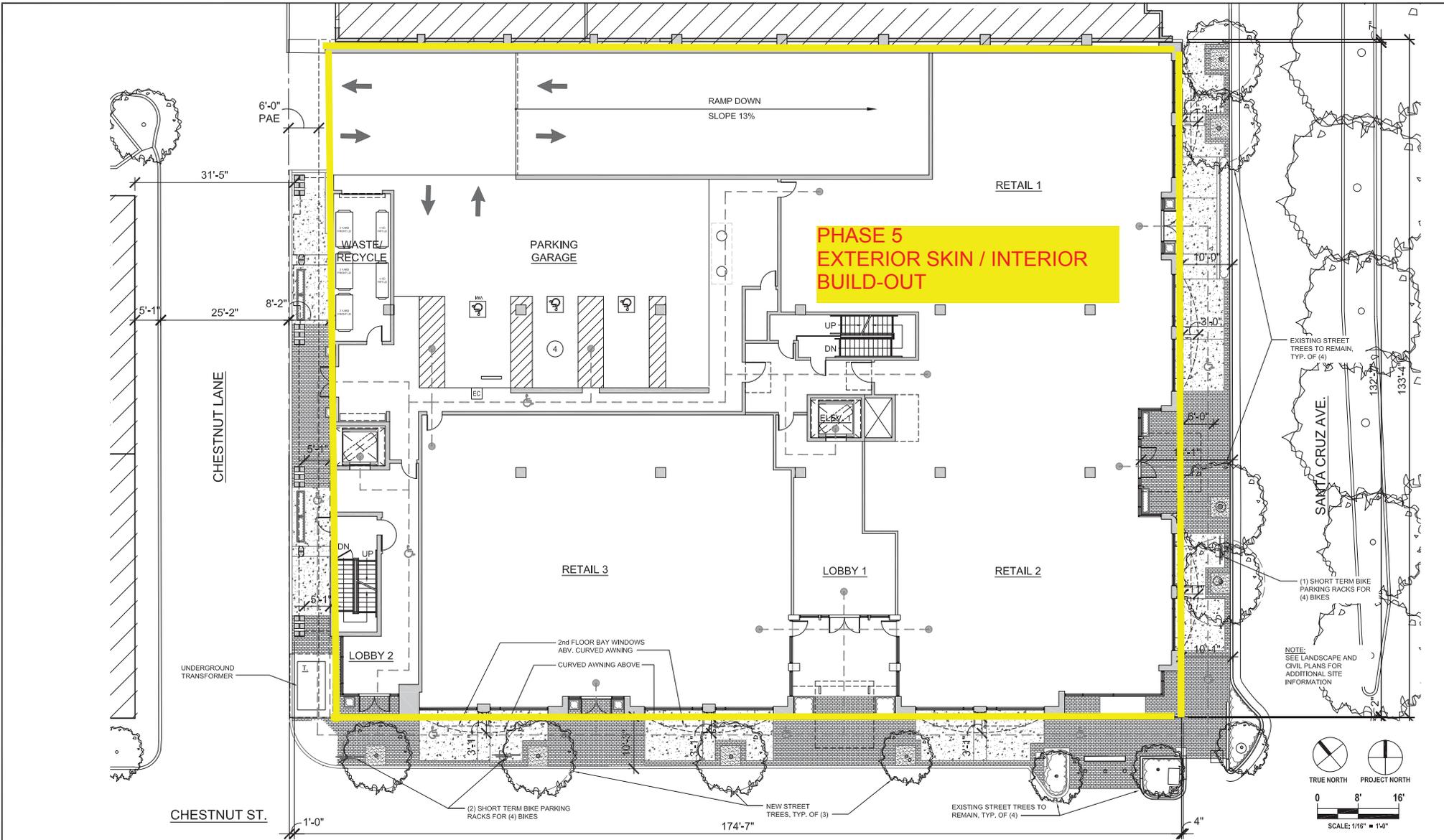


706 SANTA CRUZ AVE. MENLO PARK,  
CA

Phase 4 - Erect Steel / Metal Stud / Roof



CP-5



706 SANTA CRUZ AVE. MENLO PARK, CA

Phase 5 - Exterior Skin / Interior Build-out

CP-6

**Preliminary Parking Management**

**Overall Notes**

The intent of this plan is to address the different phases of parking during the 706 Santa Cruz Ave. project located in Menlo Park, Ca. This is preliminary as details, means, methods and schedule durations are currently being defined as we begin the demolition and construction process.

**Phase 1 Demo**

The phase 1 demo phase of this project, all subcontractors and workers will be encouraged to park offsite at the Cal Trans station which is 0.3 miles from the jobsite. All residential areas will be off limits to our subcontractors. Also, all workers will be encouraged to carpool to the site. Ownership is also researching options / possibilities of renting nearby parking lot spaces.

**Pre-Construction and Construction Phase**

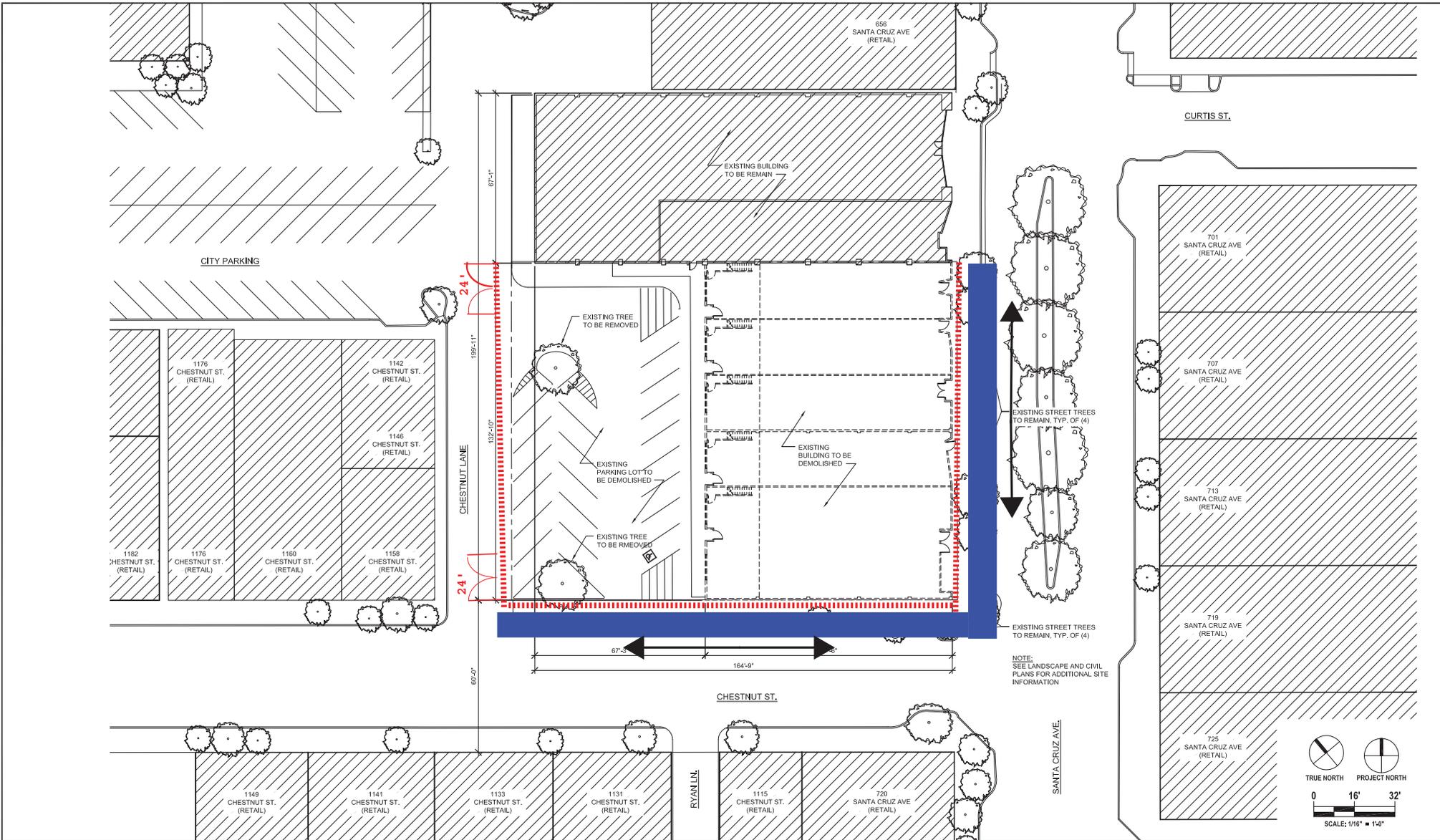
During the 16-month duration of this project SBC will encourage all workers to park offsite at the Cal Trans station which is 0.3 miles from the jobsite. Notices and maps for the Cal Trans location and fees will be posted in our jobsite trailer and will be conveyed in all SBC / subcontractor meetings. SBC will require the subcontractors to provide a monthly public transit/carpooling fee within their bids. Ownership is also researching options / possibilities of renting nearby parking lot spaces. All residential areas will be off limits. SBC will also encourage subcontractors that will be working on this project to carpool to the site.



Project: 706 Santa Cruz Ave. Menlo Park, CA

**All parking to be offsite in the Menlo Park Caltrans station parking lot located at 1120 Merrill St. Menlo Park, CA 94025**

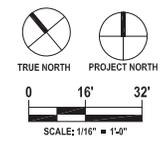
**○ Jobsite 706 Santa Cruz Ave to Caltrans Station 1120 Merrill St. Menlo Park, CA (0.4 miles)**



706 Santa Cruz Ave. Menlo Park, CA

 Fencing

 Pedestrian/ Scaffold Tunnel



CP-8

## RESOLUTION NO. 6535

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
APPROVING FINDINGS AND CONDITIONS APPROVING ARCHITECTURAL  
CONTROL, REMOVAL OF ONE ON-STREET PARKING SPACE, A VESTING  
TENTATIVE SUBDIVISION MAP AND A VARIANCE FOR THE PROJECT  
LOCATED AT 706-716 SANTA CRUZ AVENUE**

WHEREAS, the City of Menlo Park ("City") has received an application from 706-716 Santa Cruz Ave., LLC ("Applicant"), for an architectural control permit for a three-story, mixed use development with below grade parking, a vesting tentative subdivision map to create four residential condominium units and one commercial area, with rights reserved to allow up to 10 commercial condominiums, removal of one on-street parking space, and a variance to allow third floor skylights to exceed the maximum height located at 706-716 Santa Cruz Avenue ("Project Site");

WHEREAS, the findings and conditions for architectural control, removal of one on-street parking space, vesting tentative subdivision map, and variance would ensure that all City requirements are applied consistently and correctly as part of the project's implementation;

WHEREAS, the proposed project meets the El Camino Real/Downtown specific plan parking requirements and includes the removal of one on street parking space on Chestnut Street for fire access;

WHEREAS, Applicant has elected to satisfy the below market rate (BMR) requirement for the proposed project by payment of an in-lieu fee in accordance with the City's below market rate housing program;

WHEREAS, all required public notices and public hearings were duly given and held according to law; and

WHEREAS, after notice having been lawfully given, a public hearing was scheduled and held before the Planning Commission of the City of Menlo Park on December 9, 2019 whereat all persons interested therein might appear and be heard; and

WHEREAS, the Planning Commission of the City of Menlo Park having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter voted affirmatively to recommend to the City Council of the City of Menlo Park to approve the findings and conditions for architectural control and vesting tentative subdivision; and

WHEREAS, after notice having been lawfully given, a public hearing was scheduled and held before the City Council of the City of Menlo Park on January 28, 2020 whereat all persons interested therein might appear and be heard; and

WHEREAS, the City Council reviewed the project on January 28, 2020, and found the project is within the scope of the project covered by the El Camino Real/Downtown specific plan program environmental impact report (EIR), which was certified on June 5, 2012; and

WHEREAS, the City Council of the City of Menlo Park having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter voted affirmatively to approve

the findings and conditions for architectural control, vesting tentative subdivision map and variance.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Menlo Park hereby approves the findings and conditions for architectural control, vesting tentative subdivision map and variance attached hereto as Exhibit A and incorporated herein by this reference.

I, Judi Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the twenty-eighth day of January, 2020, by the following votes:

AYES: Carlton, Combs, Mueller, Nash, Taylor

NOES: None

ABSENT: None

ABSTAIN: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this twenty-eighth day of January, 2020

  
\_\_\_\_\_  
Judi A. Herren, City Clerk



<b>LOCATION:</b> 706-716 Santa Cruz Avenue	<b>PROJECT NUMBER:</b> PLN2016-00111	<b>APPLICANT:</b> Form 4 Architecture	<b>OWNER:</b> 706-716 Santa Cruz Ave, LLC
<p><b>REQUEST:</b> Request for architectural control for the demolition of an existing commercial building and the construction of a new three-story, mixed use building with below ground parking, retail and parking on the first floor, office on the second floor, and office and four residential units on the third floor in the SP-ECR/D (El Camino Real/Downtown Specific Plan) zoning district. The project includes a request for a major subdivision to create a vesting tentative map not to exceed four residential condominium units and one commercial area, with rights reserved for up to ten commercial condominium units, and a Below Market Rate (BMR) housing agreement for payment of an in-lieu fee in compliance with the City's below market rate housing program. The project also includes a variance request for skylights on the third floor to exceed the 38-foot height limit. Removal of one on-street parking space on Chestnut Street would be required to meet fire access requirements. As part of the proposed project, two heritage trees would be removed: one on-site tree located in the parking lot at the rear of the property and one street tree on Chestnut Street.</p>			
<b>DECISION ENTITY:</b> City Council	<b>DATE:</b> TBD	<b>ACTION:</b> TBD	
<p><b>VOTE:</b> TBD (Carlton, Combs, Mueller, Nash, Taylor)</p>			
<p><b>ACTION:</b></p> <ol style="list-style-type: none"> <li>1. Make findings with regard to the California Environmental Quality Act (CEQA) that the proposal is within the scope of the project covered by the El Camino Real/Downtown Specific Plan Program EIR, which was certified on June 5, 2012. Specifically, make findings that:                     <ol style="list-style-type: none"> <li>a. A checklist has been prepared detailing that no new effects could occur and no new mitigation measures would be required.</li> <li>b. Relevant mitigation measures have been incorporated into the project through the Mitigation Monitoring and Reporting Program (Attachment H), which is approved as part of this finding.</li> <li>c. Upon completion of project improvements, the Specific Plan Maximum Allowable Development will be adjusted by 4 residential units and 20,328 square feet of non-residential uses, accounting for the project's net share of the Plan's overall projected development and associated impacts.</li> </ol> </li> <li>2. Adopt the following findings, as per Section 16.68.020 of the Zoning Ordinance, pertaining to architectural control approval:                     <ol style="list-style-type: none"> <li>a. The general appearance of the structure is in keeping with the character of the neighborhood. The building will feature a contemporary design style and will meet relevant massing and modulation standards of the El Camino Real/Downtown Specific Plan, which will provide variety and visual interest, as well as avoid long or monotonous facades. The proposed exterior materials and finishes would be high quality in nature and would reinforce the neighborhood compatibility.</li> <li>b. The development will not be detrimental to the harmonious and orderly growth of the City. With the exception of the variance request, the project would meet the relevant development and design standards of the El Camino Real/Downtown Specific Plan.</li> <li>c. The development will not impair the desirability of investment or occupation in the neighborhood. The proposed project would bring additional housing, retail and jobs to the Downtown area near transit and other services. The construction and ongoing occupation of the site would proceed in accordance with all applicable City requirements and procedures, as verified in these conditions of approval and would not impair the desirability of investment or occupation in the neighborhood.</li> </ol> </li> </ol>			

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<p><b>ACTION:</b></p> <ul style="list-style-type: none"> <li>d. The development provides adequate parking as required in all applicable City Ordinances and has made adequate provisions for access to such parking. The proposed project meets the vehicular and bicycle parking requirements.</li> <li>e. The development is consistent with the El Camino Real/Downtown Specific Plan, as verified in detail in the Standards and Guidelines Compliance Worksheet.</li> </ul> <p>3. Make the findings that the proposed major subdivision is technically correct and in compliance with all applicable State regulations, City General Plan, Zoning and Subdivision Ordinances, and the State Subdivision Map Act.</p> <p>4. Approve the Below Market Rate Housing In-Lieu Fee Agreement (Exhibit A of Attachment B) in accordance with the City's Below Market Rate Housing Program.</p> <p>5. Make the following findings as per Section 16.82.340 of the Zoning Ordinance and approve the variance:</p> <ul style="list-style-type: none"> <li>a. Hardships related to this parcel, not applicable to similarly situated parcel, are presented by the parking requirement to replace the 18 existing spaces onsite and the requirement to incorporate a sidewalk as part of the project.</li> <li>b. The proposed skylights would not result in an increase in the building footprint or gross floor area and would not constitute a special privilege of the recipient not enjoyed by his/her neighbors.</li> <li>c. Although the skylights would affect the maximum height limit, staff believes that the limited size of the encroachment would not be particularly detrimental to the public health, safety, and welfare, or impair an adequate supply of light and air to the adjacent properties.</li> <li>d. The conditions upon which the requested variance is based would not be applicable, generally, to other property within the same zoning classification because this is the first project proposed on Santa Cruz Avenue and no other projects are currently proposed on Santa Cruz Avenue under the Downtown/El Camino Real Specific Plan.</li> <li>e. While maximum heights and allowed projections were discussed in detail during the Specific</li> </ul>			

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<p><b>ACTION:</b></p> <p>Plan process, skylights and their relationship to the maximum height limits was not discussed in detail.</p> <ol style="list-style-type: none"> <li>6. Approve the removal of one on-street parking space on Chestnut Street.</li> <li>7. Approve the architectural control and vesting tentative map subject to the following <i>standard</i> conditions:             <ol style="list-style-type: none"> <li>a. Development of the project shall be substantially in conformance with the plans prepared by Form 4 Architecture, consisting of 87 plan sheets, dated on November 25, 2019, approved by the City Council on January 28, 2020, except as modified by the conditions contained herein, subject to review and approval of the Planning Division.</li> <li>b. Minor modifications to building exteriors and locations, fence styles and locations, signage, and significant landscape features may be approved by the Community Development Director or designee, based on the determination that the proposed modification is consistent with other building and design elements of the approved Architectural Control and will not have an adverse impact on the character and aesthetics of the site.</li> <li>c. Minor modifications where the Community Development Director determines the modifications are more substantive than the changes outlined in 7.b. may be approved by the Community Development Director, provided the modifications are determined to be consistent with the building and design elements of the approved project, subject to notification of the Planning Commission. A member of the Planning Commission may request to discuss these modifications on the next agenda.</li> <li>d. Major modifications to the development plan which involve material changes, or expansion or intensification of development may be allowed subject to obtaining an architectural control permit from the Planning Commission.</li> <li>e. Prior to building permit issuance, the applicant shall comply with all requirements of the Building Division, Engineering Division, and Transportation Division that are directly applicable to the project.</li> <li>f. Prior to building permit issuance, the applicant shall comply with all Sanitary District, Menlo</li> </ol> </li> </ol>			

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<p><b>ACTION:</b></p> <p>Park Fire Protection District, California Water Company and utility companies' regulations that are directly applicable to the project.</p> <ul style="list-style-type: none"> <li>g. Prior to commencing any work within the right-of-way or public easements, the applicant shall obtain an encroachment permit from the appropriate reviewing jurisdiction.</li> <li>h. Simultaneous with the submittal of a complete building permit application or Final Map, whichever comes first, Stormwater Pollution Prevention Program Best Management Practices (BMPs) for construction shall be implemented to protect water quality, in accordance with the approved Stormwater Pollution Prevention Plan (SWPPP). BMP plan sheets are available electronically for inserting into Project plans. The plan is subject to the review and approval of the Engineering Division.</li> <li>i. Simultaneous with the submittal of a complete building permit application or Final Map approval whichever comes first, the applicant shall submit a plan for: 1) construction safety fences around the periphery of the construction area, 2) dust control, 3) air pollution control, 4) erosion and sedimentation control, 5) tree protection fencing, and 6) construction vehicle parking. The plans shall be subject to review and approval by the Building, Engineering, and Planning Divisions prior to issuance of a building permit. The fences and erosion and sedimentation control measures shall be installed according to the approved plan prior to commencing construction.</li> <li>j. Simultaneous with the submittal of a complete building permit application or Final Map, whichever comes first, the Applicant shall submit a draft "Stormwater Treatment Measures Operations and Maintenance (O&amp;M) Agreement" with the City subject to review and approval by the Engineering Division. The property owner will be responsible for the operation and maintenance of stormwater treatment measures for the project. The agreement shall be recorded and documentation shall be provided to the City prior to final occupancy.</li> <li>k. Simultaneous with the submittal of a complete building permit application or Final Map, whichever comes first, the applicant shall submit a Grading and Drainage Plan for review and approval by the Engineering Division. Post-construction runoff into the storm drain shall not exceed pre-construction runoff levels. A Hydrology Report will be required to the satisfaction of the Engineering Division. Slopes for the first 10 feet perpendicular to the</li> </ul>			

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<p><b>ACTION:</b></p> <p>structure must be 5% minimum for pervious surfaces and 2% minimum for impervious surfaces, including roadways and parking areas, as required by CBC §1804.3. Discharges from the garage ramp and underground parking areas are not allowed into the storm drain system. Discharge must be treated with an oil/water separator and must connect to the sanitary sewer system. This will require a permit from West Bay Sanitary District.</p> <ul style="list-style-type: none"> <li data-bbox="300 1003 1404 1308">l. Simultaneous with the submittal of a complete building permit application or Final Map, whichever comes first, the Applicant shall submit engineered Off-Site Improvement Plans (including specifications &amp; engineers cost estimates), for approval by the Engineering Division, showing the infrastructure necessary to serve the Project. The Improvement Plans shall include, but are not limited to, all engineering calculations necessary to substantiate the design, proposed roadways, drainage improvements, utilities, traffic control devices, retaining walls, sanitary sewers, and storm drains, pump/lift stations, street lightings, common area landscaping and other project improvements. All public improvements shall be designed and constructed to the satisfaction of the Engineering Division. The Off-Site Improvement Plan shall be approved prior to issuance of a building permit or Final Map, whichever comes first.</li> <li data-bbox="300 1329 1404 1444">m. Prior to building permit issuance or Final Map approval, whichever comes first, the applicant shall submit plans to remove and replace any damaged and significantly worn sections of frontage improvements. The plans shall be submitted for the review and approval of the Engineering Division.</li> <li data-bbox="300 1476 1404 1560">n. During the design phase of the construction drawings, all potential utility conflicts shall be potholed with actual depths recorded on the improvement plans submitted for City review and approval.</li> <li data-bbox="300 1591 1404 1738">o. Prior to building permit issuance or Final Map approval, whichever comes first, and as part of the off-site improvements plan, the applicant shall submit plans for street light design per City standards, at locations approved by the City. All street lights along the project frontages shall be painted Mesa Brown and upgraded with LED fixtures compliant with PG&amp;E standards, and are subject to the review and approval of the Engineering Division.</li> <li data-bbox="300 1770 1404 1854">p. Simultaneous with the submittal of a complete building permit application or Final Map, whichever comes first, the applicant shall provide documentation indicating the amount of irrigated landscaping. If the project proposes more than 500 square feet of irrigated</li> </ul>			

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<p><b>ACTION:</b></p> <p>landscaping, it is subject to the City's Water Efficient Landscaping Ordinance (Municipal Code Chapter 12.44).</p> <ul style="list-style-type: none"> <li>q. Simultaneous with the submittal of a complete building permit application or Final Map, whichever comes first, the applicant shall submit a plan for any new utility installations or upgrades for review and approval of the Planning, Engineering and Building Divisions. All utility equipment that is installed outside of a building and that cannot be placed underground shall be properly screened by landscaping. The plan shall show exact locations of all meters, back flow prevention devices, transformers, junction boxes, relay boxes, and other equipment boxes.</li> <li>r. If construction is not complete by the start of the wet season (October 1 through April 30), the applicant shall implement a winterization program to minimize the potential for erosion and sedimentation. As appropriate to the site and status of construction, winterization requirements shall include inspecting/maintaining/cleaning all soil erosion and sedimentation controls prior to, during, and immediately after each storm event; stabilizing disturbed soils through temporary or permanent seeding, mulching, matting, tarping or other physical means; rocking unpaved vehicle access to limit dispersion of mulch onto public right-of-way; and covering/tarping stored construction materials, fuels, and other chemicals. Plans to include proposed measures to prevent erosion and polluted runoff from all site conditions shall be submitted for review and approval of the Engineering Division prior to beginning construction.</li> <li>s. The Applicant shall retain a civil engineer to prepare "as-built" or "record" drawings of public improvements, and the drawings shall be submitted in AutoCAD and Adobe PDF formats to the Engineering Division prior to Final Occupancy.</li> <li>t. Street trees and heritage trees in the vicinity of the construction project shall be protected pursuant to the Heritage Tree Ordinance and the recommendations of the arborist report prepared by Arbor Resources, dated October 26, 2018. Applicant shall submit a tree preservation plan, detailing the location of and methods for all tree protection measures as part of a complete building permit application and is subject to review and approval by the City prior to building permit issuance.</li> <li>u. Prior to building permit issuance, the applicant shall pay all Public Works fees. Refer to City of Menlo Park Master Fee Schedule.</li> </ul>			

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<p><b>ACTION:</b></p> <ul style="list-style-type: none"> <li>v. Simultaneous with the submittal of a complete building permit application, the applicant shall submit a lighting plan, providing the location, architectural details and specifications for all exterior lighting subject to review and approval by the Planning Division.</li> <li>w. Simultaneous with the submittal of a complete building permit application, a design-level geotechnical investigation report shall be submitted to the Building Division for review and confirmation that the proposed development fully complies with the California Building Code. The report shall determine the project site's surface geotechnical conditions and address potential seismic hazards. The report shall identify building techniques appropriate to minimize seismic damage.</li> <li>x. A complete building permit application will be required for any remediation work that requires a building permit. No remediation work that requires approval of a building permit shall be initiated until the applicant has received building permit approvals for that work. All building permit applications are subject to the review and approval of the Building Division.</li> <li>y. Simultaneous with the submittal of a complete building permit application, the applicant shall submit plans for construction related parking management, construction staging, material storage and Traffic Control Handling Plan (TCHP) to be reviewed and approved by the City. The applicant shall secure adequate parking for any and all construction trades, until the parking podium is available on the project site. Construction parking in the public parking plazas will be subject to City review and approval. The plan shall include construction phasing and anticipated method of traffic handling for each phase.</li> <li>z. All public right-of-way improvements, including frontage improvements and the dedication of easements and public right-of-way, shall be completed to the satisfaction of the Engineering Division prior to building permit final inspection.</li> <li>aa. Within two years from the date of approval of the tentative map, the Applicant shall submit a Final Map for City approval.</li> <li>bb. Applicant shall adhere to the Subdivision Map Act and Chapter 15 of the City's Municipal Code.</li> </ul>			

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<p><b>ACTION:</b></p> <ul style="list-style-type: none"> <li>cc. Prior to building permit issuance or Final Map approval, whichever comes first, Applicant shall submit an updated Storm Water Management plan with review of 3rd party engineer's certification.</li> <li>dd. Prior to building permit issuance or Final Map approval, Applicant shall submit draft Covenants, Conditions and Restrictions (CC&amp;Rs) to the City for review and approval. The CC&amp;Rs shall provide for the maintenance of all infrastructure and utilities within the Project site or constructed to serve the Project. This shall include, but not be limited to, the private open spaces, shared parking spaces, common walkways, common landscaping, and the stormwater drainage and sewer collection systems.</li> <li>ee. Prior to Final Map approval, the Applicant shall enter into a Subdivision Improvement Agreement and provide a performance bond for the completion of the off-site improvements as shown on the approved project improvement plans. The Applicant shall obtain an encroachment permit, from the appropriate reviewing jurisdiction, prior to commencing any work within the right-of-way or public easements.</li> <li>ff. Prior to building permit issuance or Final Map approval, whichever comes first, Applicant shall submit plans to underground the overhead utilities on Chestnut Street and Chestnut Lane consistent with the undergrounding scope indicated in the approved plan set. The scope of the undergrounding will be to the satisfaction of the Fire District, the City of Menlo Park and PG&amp;E. All lateral connections to overhead electric, fiber optic, and communication lines shall be placed in a joint trench.</li> <li>gg. All agreements shall run with the land and shall be recorded with the San Mateo County Recorder's Office prior to building permit final inspection.</li> <li>hh. Street trees shall be from the City-approved street tree species or to the satisfaction of City Arborist. Irrigation within public right of way shall comply with City Standard Details LS-1 through LS-19.</li> <li>ii. Prior to issuance of the building permit, the Owner/Applicant shall submit designs to demonstrate the proposed shoring tie-back/soil nails system does not adversely affect any existing or future utilities and/or any other City infrastructure, to the satisfaction of the Engineering Division. I-beams and appurtenances associated with the shoring plan, other</li> </ul>			



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<p><b>ACTION:</b></p> <p>than tie-back cables/soil nails, cannot be placed in the ROW.</p> <ul style="list-style-type: none"> <li>jj. Prior to issuance of the building permit, the Owner/Applicant shall enter into a Tie-Back Agreement with the City and pay the associated fees for the tie-backs encroaching and remaining into the right of way associated with the project in a form approved by the City Attorney, which agreement shall be recorded and shall be binding on future owners of the property. Notarized agreements will be required between the project and the adjacent property owners if the project plans to tie-back encroaching into private properties.</li> <li>kk. Prior to issuance of the building permit, the Applicant shall install reference elevation/benchmarks to monitor ground movement in the vicinity of the shoring system at the current centerlines of Santa Cruz Avenue, Chestnut Street and Chestnut Lane before, during and after excavations. The benchmarks shall be surveyed by a licensed surveyor and tied to an existing city monument or benchmark. The benchmarks shall be monitored for horizontal and vertical displacement of Oak Grove Avenue improvements. Tie-back systems shall comply with the City's Tie-Back Guidelines.</li> <li>ll. A landscape audit report shall be submitted to the Engineering Division prior to final inspection.</li> <li>mm. The streets adjoining the project shall receive an asphalt concrete overlay at the completion of improvements. Existing striping, markings, and legends shall be replaced in kind, or as modified by the City Engineer.                         <ul style="list-style-type: none"> <li>a) Santa Cruz Avenue: Replacement of curb/gutter, sidewalk and 3" grind/overlay from the curb to the median island.</li> <li>b) Chestnut Street: Replacement of curb/gutter, sidewalk and 3" grind/overlay from curb to curb.</li> <li>c) Chestnut Lane: Construction of a valley gutter and 3" grind/overlay from curb to curb.</li> </ul> </li> </ul> <p>8. Approve the architectural control and vesting tentative map subject to the following <i>project-specific</i> conditions:</p> <ul style="list-style-type: none"> <li>a. The applicant shall address all Mitigation Monitoring and Reporting Program (MMRP) requirements as specified in the MMRP (Attachment H). Failure to meet these requirements may result in delays to the building permit issuance, stop work orders during construction,</li> </ul>			

<b>LOCATION:</b> 706-716 Santa Cruz Avenue	<b>PROJECT NUMBER:</b> PLN2016-00111	<b>APPLICANT:</b> Form 4 Architecture	<b>OWNER:</b> 706-716 Santa Cruz Ave, LLC
<p><b>REQUEST:</b> Request for architectural control for the demolition of an existing commercial building and the construction of a new three-story, mixed use building with below ground parking, retail and parking on the first floor, office on the second floor, and office and four residential units on the third floor in the SP-ECR/D (El Camino Real/Downtown Specific Plan) zoning district. The project includes a request for a major subdivision to create a vesting tentative map not to exceed four residential condominium units and one commercial area, with rights reserved for up to ten commercial condominium units, and a Below Market Rate (BMR) housing agreement for payment of an in-lieu fee in compliance with the City's below market rate housing program. The project also includes a variance request for skylights on the third floor to exceed the 38-foot height limit. Removal of one on-street parking space on Chestnut Street would be required to meet fire access requirements. As part of the proposed project, two heritage trees would be removed: one on-site tree located in the parking lot at the rear of the property and one street tree on Chestnut Street.</p>			
<b>DECISION ENTITY:</b> City Council	<b>DATE:</b> TBD	<b>ACTION:</b> TBD	
<b>VOTE:</b> TBD (Carlton, Combs, Mueller, Nash, Taylor)			
<p><b>ACTION:</b></p> <p>and/or fines.</p> <ul style="list-style-type: none"> <li>b. Simultaneous with the submittal of a complete building permit application, the applicant shall submit an updated LEED Checklist, subject to review and approval of the Planning Division. The Checklist shall be prepared by a LEED Accredited Professional (LEED AP). The LEED AP should submit a cover letter stating their qualifications, and confirm that they have prepared the Checklist and that the information presented is accurate. Confirmation that the project conceptually achieves LEED Silver certification shall be required before issuance of the building permit. Prior to final inspection of the building permit or as early as the project can be certified by the United States Green Building Council, the project shall submit verification that the development has achieved final LEED Silver certification.</li> <li>c. Simultaneous with the submittal of a complete building permit application, the applicant shall submit a full shoring plan subject to review and approval of the Planning and Building Divisions.</li> <li>d. Chestnut Lane along the property frontage shall not be used as a loading zone. Simultaneous with the submittal of a complete building permit application or Final Map and the off-site improvement plan, the applicant shall provide plans that include a red curb and no stopping signs on Chestnut Lane as part of the off-site improvement plan, subject to the review of the Engineering, Transportation and Planning Divisions.</li> <li>e. Any nonstandard improvements approved by the City within public right-of-way shall be maintained in perpetuity by the owner. Owner shall execute an Agreement to maintain non-standard sidewalks and planting strips if any. Agreement shall be recorded prior to final occupancy.</li> <li>f. Prior to issuance of building permits, the applicant shall identify the location of the parking plaza replacement tree. The location, species and size of the proposed tree shall be subject to City Arborist review and approval.</li> <li>g. Simultaneous with the submittal of a complete building permit application, the applicant shall submit a signed copy of the BMR agreement, subject to review and approval of the Planning and Housing Divisions. The payment of the BMR in-lieu fee must be made prior to issuance of the building permits.</li> </ul>			

<b>LOCATION:</b> 706-716 Santa Cruz Avenue	<b>PROJECT NUMBER:</b> PLN2016-00111	<b>APPLICANT:</b> Form 4 Architecture	<b>OWNER:</b> 706-716 Santa Cruz Ave, LLC
<p><b>REQUEST:</b> Request for architectural control for the demolition of an existing commercial building and the construction of a new three-story, mixed use building with below ground parking, retail and parking on the first floor, office on the second floor, and office and four residential units on the third floor in the SP-ECR/D (El Camino Real/Downtown Specific Plan) zoning district. The project includes a request for a major subdivision to create a vesting tentative map not to exceed four residential condominium units and one commercial area, with rights reserved for up to ten commercial condominium units, and a Below Market Rate (BMR) housing agreement for payment of an in-lieu fee in compliance with the City's below market rate housing program. The project also includes a variance request for skylights on the third floor to exceed the 38-foot height limit. Removal of one on-street parking space on Chestnut Street would be required to meet fire access requirements. As part of the proposed project, two heritage trees would be removed: one on-site tree located in the parking lot at the rear of the property and one street tree on Chestnut Street.</p>			
<b>DECISION ENTITY:</b> City Council	<b>DATE:</b> TBD	<b>ACTION:</b> TBD	
<b>VOTE:</b> TBD (Carlton, Combs, Mueller, Nash, Taylor)			
<p><b>ACTION:</b></p> <ul style="list-style-type: none"> <li>h. Prior to issuance of building permit, the applicant shall submit the El Camino Real/Downtown Specific Plan Preparation Fee, which is established at \$1.13/square foot for all net new development. For the subject proposal, the fee is estimated at \$22,970.64 (\$1.13 x 20,328 net new square feet).</li> <li>i. Prior to issuance of building permit, the applicant shall submit all relevant transportation impact fees (TIF), subject to review and approval of the Transportation Division. Such fees include:             <ul style="list-style-type: none"> <li>i. The TIF is estimated to be \$122,274, which includes a credit for the existing retail square footage. The fee was calculated as follows: (\$5.01/s.f. x 24,454 s.f. office) + (\$5.01/s.f. x 12,049 s.f. retail) + (\$2,083.03/unit x 4 multi-family units). Please note this fee is updated annually on July 1st based on the Engineering News Record Bay Area Construction Cost Index. Fees are due before a building permit is issued.</li> <li>ii. The City has adopted a Supplemental Transportation Impact Fee for the infrastructure required as part of the Downtown Specific Plan. The fee is calculated at \$398.95 per PM peak hour vehicle trip, with a credit for the existing trips. The proposed project is estimated to generate 75 PM peak hour trips, so the supplemental TIF is estimated to be \$10,372. Payment is due before a building permit is issued and the supplemental TIF will be updated annually on July 1st along with the TIF.</li> </ul> </li> <li>j. Prior to Final Map recordation, the applicant shall pay the Recreation In-Lieu Fee (Municipal Code 15.16.020) in effect at the time of payment (currently \$78,400 per residential unit, total \$313,600).</li> <li>k. Prior to issuance of each building permit the Applicant shall pay the applicable Building Construction Street Impact Fee in effect at the time of payment to the satisfaction of the Public Works Director. The current fee is calculated by multiplying the valuation of the construction by 0.0058.</li> <li>l. The parking garage gate shall remain open during retail store hours to allow retail tenants and customers to park in the garage.</li> </ul>			

<b>LOCATION:</b> 706-716 Santa Cruz Avenue	<b>PROJECT NUMBER:</b> PLN2016-00111	<b>APPLICANT:</b> Form 4 Architecture	<b>OWNER:</b> 706-716 Santa Cruz Ave, LLC
<p><b>REQUEST:</b> Request for architectural control for the demolition of an existing commercial building and the construction of a new three-story, mixed use building with below ground parking, retail and parking on the first floor, office on the second floor, and office and four residential units on the third floor in the SP-ECR/D (El Camino Real/Downtown Specific Plan) zoning district. The project includes a request for a major subdivision to create a vesting tentative map not to exceed four residential condominium units and one commercial area, with rights reserved for up to ten commercial condominium units, and a Below Market Rate (BMR) housing agreement for payment of an in-lieu fee in compliance with the City's below market rate housing program. The project also includes a variance request for skylights on the third floor to exceed the 38-foot height limit. Removal of one on-street parking space on Chestnut Street would be required to meet fire access requirements. As part of the proposed project, two heritage trees would be removed: one on-site tree located in the parking lot at the rear of the property and one street tree on Chestnut Street.</p>			
<b>DECISION ENTITY:</b> City Council	<b>DATE:</b> TBD	<b>ACTION:</b> TBD	
<p><b>VOTE:</b> TBD (Carlton, Combs, Mueller, Nash, Taylor)</p>			
<p><b>ACTION:</b></p> <p>m. The building permit submittal shall be consistent with the Standards and Guidelines Compliance Worksheet prepared for the project.</p>			



## STAFF REPORT

### Planning Commission

Meeting Date: 6/13/2022  
Staff Report Number: 22-030-PC

Public Hearing: Variance Revision to change the expiration date of an approved variance and Vesting Tentative Map Extension/Phillip Hyndman/706-716 Santa Cruz Avenue

### Recommendation

Staff recommends that the Planning Commission take the following actions on the proposed project:

1. **Adopt a resolution recommending that the City Council adopt a resolution to approve a two-year extension of a vesting tentative map associated with a major subdivision** not to exceed four residential condominium units and one commercial area, with rights reserved for up to ten commercial condominium units (Attachment A); and
2. **Adopt a resolution approving a revision to an approved variance to extend the expiration date by two years** to continue to allow skylights on the third floor of an approved mixed-use building to exceed the 38-foot height limit, in the SP-ECR/D (El Camino Real/Downtown Specific Plan) zoning district (Attachment B).

### Policy Issues

The proposed project requires the Planning Commission and City Council to consider whether or not the previously approved variance should be revised to extend the expiration date by two years, and whether or not the approved vesting tentative map should be extended for two years. The Planning Commission is the final decision making body on the revision to the variance and the City Council is the final decision making body on the extension of the vesting tentative map.

### Background

#### *Site location*

The subject site, located at 706-716 Santa Cruz Avenue, is 23,454 square feet in size and is part the El Camino Real/Downtown Specific Plan (SP-ECR/D) zoning district and is within the Downtown (D) sub-district. A private surface parking lot is located on the rear half of the site and is currently accessed by driveways on Chestnut Street and Chestnut Lane.

The subject site is a corner lot with frontages along Santa Cruz Avenue, Chestnut Street, and Chestnut Lane, where Santa Cruz Avenue serves as the front and Chestnut Lane serves as the rear. The surrounding properties are also part of the SP-ECR/D district, and generally consist of commercial buildings. A location map is included as Attachment C.

#### *Project History*

On December 11, 2017, the Planning Commission reviewed an architectural control request for a mixed-use building with underground parking, retail space on the first level, nonmedical office space on the second

level, and four residential units on the third level. The Commission continued the project with direction for revisions.

On September 17, 2018, the Planning Commission reviewed a revised proposal at a study session. On December 9, 2019, the Planning Commission recommended that the City Council approve all entitlements aside from the variance. A motion to also recommend approval of the variance failed with a split vote.

On January 28, 2020, the City Council adopted a resolution to approve the following:

- Architectural control for the demolition of an existing commercial building and the construction of a new three-story, mixed-use building with below-grade parking, retail space and parking on the first level, office uses on the second level, and office uses and four residential units on the third level;
- Major Subdivision to create a Vesting Tentative Map not to exceed four residential condominium units and one commercial area, with rights reserved to allow up to 10 commercial condominiums;
- Removal of one on-street parking space on Chestnut Street; and
- Approval of a variance to allow skylights on the third floor to exceed the 38-foot maximum height limit.

The City Council also adopted a resolution adopting a below market rate housing agreement for the project. The City Council staff report and minutes are included as hyperlink Attachments E and F.

A variance expires if not implemented within one year of the approval date. For new construction, the variance is considered to be implemented with submittal of a complete building permit application. The Community Development Director has the authority to extend the effective date of the variance upon the written request of the applicant for up to one year if the Community Development Director finds that there is good cause for the extension based upon unusual circumstances and/or conditions not of the making of the applicant or its agents or employees.

On May 17, 2021 the Community Development Director approved a one year extension for the variance request based on conditions not of the applicant's making, including economic constraints due to the pandemic.

## **Analysis**

### ***Project description***

The applicant is now requesting an additional two-year extension for both the variance and the vesting tentative map. The applicant indicates the extensions are needed to secure financing for the project. The applicant's letter is included as Attachment G.

The project approved in January 2020 meets the Specific Plan's Base level standards. The maximum permitted base floor area ratio (FAR) for the D sub-district is 2.0 for all uses, inclusive of office, and the maximum FAR for non-medical office uses is half of the overall FAR. The approved project includes 46,908 square feet (2.0 FAR) of gross floor area and a total of 23,454 square feet (1.0 FAR) of office space, including proportionally calculated common areas such as the lobby and stairs.

The project was approved with a height of 37.75 feet where 38 feet is the maximum allowed height and it adheres to the façade height limit of 30 feet. The City Council's approval included a variance for the third floor skylights to exceed the 38-foot maximum height. A four-foot tall parapet wall was proposed for the rooftop mechanical equipment screening and is not included in the maximum height of the building, as is

permitted by the Specific Plan.

### ***Major Subdivision and Variance***

The City Council's 2020 approval of the project included a vesting tentative map associated with a major subdivision not to exceed four residential condominium units and one commercial area, with rights reserved to allow up to 10 commercial condominiums. The vesting tentative map expires two years from the date of approval. The condominium subdivision allows the individual residential units and commercial condominiums to be sold separately. The vesting tentative map gives the property owner flexibility to divide the retail and office space into no more than 10 units without requiring an additional tentative map.

The Subdivision Ordinance requires the preparation of a tentative map, which has been included in the applicant's approved project plans. The vesting tentative map has been reviewed by the City's Engineering Division and has been found to comply with the provisions of the State Subdivision Map Act and the City's Subdivision Ordinance subject to previous conditions of approval. There are no new recommended conditions of approval.

As part of the original proposal, the applicant requested a variance to allow six skylights on the third floor to exceed the 38-foot maximum height limit by approximately three feet, two inches, which was approved by the City Council along with the other entitlements.

The applicant is now requesting a revision to the approved variance to modify the expiration date by two years and an extension of the vesting tentative map, also by two years. Staff believes extending the expiration dates would be reasonable as this would be consistent with the City Council's overall approval of the project and would allow continued implementation of the project. All conditions of approval from the January 28, 2020 approval would continue to apply but the expiration date of the variance and the vesting tentative map would both be extended to January 28, 2024.

### ***Correspondence***

Staff has not received any correspondence on the project at this time.

### ***Conclusion***

Staff believes both the revision to the approved variance to modify the expiration date by two years and the extension of the vesting tentative map, also by two years, to allow the applicant to secure funding for the project and to allow the approved project to be implemented, are appropriate. Staff recommends the Planning Commission approve the revision to extend the variance expiration date and recommend that the City Council approve the extension of the vesting tentative map.

### ***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 Specific Plan process included detailed review of projected environmental impacts through a program Environmental Impact Report (EIR), as required by the California Environmental Quality Act (CEQA). In compliance with CEQA requirements, the Draft EIR was released in April 2011, with a public comment period that closed in June 2011. The Final EIR, incorporating responses to Draft EIR comments, as well as text changes to parts of the Draft EIR itself, was released in April 2012, and certified along with the final

Plan approvals in June 2012.

As specified in the Specific Plan EIR and the CEQA Guidelines, program EIRs provide the initial framework for review of discrete projects. The 706-716 Santa Cruz Avenue project was analyzed with regard to whether it would have impacts not examined in the Program EIR prior to the approval of the entitlements in 2020. The conformance checklist analyzed the project in relation to each environmental category in appropriate detail, and it was determined that the project would not result in greater impacts than were identified for the Program EIR. Relevant mitigation measures were adopted as part of the Mitigation Monitoring and Reporting Program (MMRP). Full compliance with the MMRP will be ensured through the conditions of approval. No new impacts have been identified and no new mitigation measures are required for the requested revision to the variance or the extension of the vesting tentative map.

### **Public Notice**

Public Notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting. Public notification also consisted of publishing a notice in the local newspaper and notification by mail of owners and occupants within a 300-foot radius of the subject property.

### **Attachments**

- A. Draft Planning Commission Resolution Recommending that the City Council Adopt a Resolution to extend the expiration date of an approved Vesting Tentative Map
  - Exhibits to Attachment A:
    - a. Project Plans (see Attachment D to this (June 13, 2022) Planning Commission Staff Report)
    - b. Conditions of Approval
- B. Draft Planning Commission Resolution Approving a Variance Revision
  - a. Project Plans (see Attachment D to this (June 13, 2022) Planning Commission Staff Report)
  - b. Conditions of Approval
- C. Location Map
- D. Project Plans
- E. Hyperlink: City Council staff report, January 28, 2020  
<https://www.menlopark.org/DocumentCenter/View/24055/G1-20200128-CC-706-Santa-Cruz>
- F. Hyperlink: City Council Minutes, January 28, 2020  
[https://www.menlopark.org/AgendaCenter/ViewFile/Minutes/\\_01282020-3383](https://www.menlopark.org/AgendaCenter/ViewFile/Minutes/_01282020-3383)
- G. Applicant's Letter

### **Disclaimer**

Attached are reduced versions of maps and diagrams submitted by the applicants. The accuracy of the information in these drawings is the responsibility of the applicants, and verification of the accuracy by City Staff is not always possible. The original full-scale maps, drawings and exhibits are available for public viewing at the Community Development Department.

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

None

Report prepared by:



Fahteen Khan, Assistant Planner

Report reviewed by:  
Corinna Sandmeier, Acting Principal Planner

**PLANNING COMMISSION RESOLUTION NO. 2022-XX**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MENLO PARK RECOMMENDING THAT THE CITY COUNCIL APPROVE A TWO-YEAR EXTENSION OF A VESTING TENTATIVE MAP ASSOCIATED WITH A MAJOR SUBDIVISION NOT TO EXCEED FOUR RESIDENTIAL CONDOMINIUM UNITS AND ONE COMMERCIAL AREA, WITH RIGHTS RESERVED FOR UP TO TEN COMMERCIAL CONDOMINIUM UNITS.**

**WHEREAS**, the City of Menlo Park (“City”) received an application requesting a two-year extension of a vesting tentative map associated with a major subdivision not to exceed four residential condominium units and one commercial area, with rights reserved for up to ten commercial condominium units, and to extend the expiration date of an approved variance by two years to continue to allow skylights on the third floor of a previously approved three-story, mixed-use building to exceed the 38-foot height limit in the SP-ECR/D (El Camino Real/Downtown Specific Plan) zoning district (collectively, the “Project”) from Phillip Hyndman (“Applicant”), on behalf of the property owner 706-716 Santa Cruz Ave, LLC (“Owner”), located at 706-716 Santa Cruz Avenue (APN 071-102-250) (“Property”). The vesting tentative map is depicted in and subject to the development plans and documents which are attached hereto as Exhibit A and incorporated herein by this reference; and

**WHEREAS**, the Property is located in the El Camino Real/Downtown Specific Plan (SP-ECR/D) zoning district and the El Camino Real Downtown (D) sub-district, which supports a variety of uses including personal services, business and professional offices and residential uses; and

**WHEREAS**, the proposed vesting tentative map extension complies with all objective standards of the SP-ECR/D district and D sub-district; and

**WHEREAS**, the findings and conditions for the vesting tentative map extension would ensure that all City requirements are applied consistently and correctly as part of the project’s implementation; and

**WHEREAS**, the proposed Project was reviewed by the Engineering Division and found to be in compliance with City standards; and

**WHEREAS**, the approval of the vesting tentative map extension is consistent with the City Council’s approval of the project and allows the project to be implemented; and

**WHEREAS**, the Project, requires discretionary actions by the City as summarized above, and therefore the California Environmental Quality Act (“CEQA,” Public Resources Code Section §21000 et seq.) and CEQA Guidelines (Cal. Code of Regulations, Title 14, §15000 et seq.) require analysis and a determination regarding the Project’s environmental impacts; and

**WHEREAS**, the City is the lead agency, as defined by CEQA and the CEQA Guidelines, and is therefore responsible for the preparation, consideration, certification, and approval of environmental documents for the Project; and

**WHEREAS**, the City had previously prepared and certified the Program Environmental Impact Report for adoption of the Specific Plan (“Specific Plan EIR”) and prepared a checklist for the original vesting tentative map request and overall project detailing that no new effects could occur and no new mitigation measures would be required; and

**WHEREAS**, all required public notices and public hearings were duly given and held according to law; and

**WHEREAS**, at a duly and properly noticed public hearing held on May 13, 2022, the Planning Commission fully reviewed, considered, and evaluated the whole of the record including all public and written comments, pertinent information, documents and plans, prior to making a recommendation to the City Council on the proposed vesting tentative map extension.

**WHEREAS**, the Planning Commission of the City of Menlo Park having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter voted affirmatively to recommend to the City Council of the City of Menlo Park to approve the findings and conditions for the vesting tentative map extension; and

**NOW, THEREFORE, THE MENLO PARK PLANNING COMMISSION HEREBY RESOLVES AS FOLLOWS:**

**Section 1. Recitals.** The Planning Commission has considered the full record before it, which may include but is not limited to such things as the staff report, public testimony, and other materials and evidence submitted or provided, and the Planning Commission finds the foregoing recitals are true and correct, and they are hereby incorporated by reference into this Resolution.

**Section 2. Vesting Tentative Map Extension.** The Planning Commission recommends that the City Council approve the vesting tentative map extension for the Project (Exhibit A) and the associated conditions of approval attached hereto as Exhibit B and incorporated herein by this reference.

**Section 3. ENVIRONMENTAL REVIEW.** The Planning Commission recommends that the City Council make the following findings, based on its independent judgment after considering the Project, and having reviewed and taken into consideration all written and oral information submitted in this matter:

- A. Make findings with regard to the California Environmental Quality Act (CEQA) that the proposal is within the scope of the project covered by the El Camino

Real/Downtown Specific Plan Program EIR, which was certified on June 5, 2012. Specifically, make findings that:

- a. A checklist was prepared for the original vesting tentative map and overall project detailing that no new effects could occur and no new mitigation measures would be required.
- b. Relevant mitigation measures were incorporated into the project through the Mitigation Monitoring and Reporting Program.
- c. Upon completion of project improvements, the Specific Plan Maximum Allowable Development will be adjusted by 4 residential units and 20,328 square feet of non-residential uses, accounting for the project's net share of the Plan's overall projected development and associated impacts.

**NOW, THEREFORE, BE IT RESOLVED THAT, ON THE BASIS OF THE ABOVE FINDINGS AND THE ENTIRE RECORD, THE PLANNING COMMISSION RECOMMENDS THAT THE CITY COUNCIL MAKES THE FOLLOWING ADDITIONAL FINDINGS IN SUPPORT OF THE RECOMMENDED APPROVAL:**

- B. Regarding the application requesting approval of Vesting Tentative Map Extension, the City Council finds that:
  - a. The proposed vesting tentative map extension does not modify any of the original Vesting Tentative Map's design, and therefore, all of the findings made on the original Vesting Tentative Map (City Council Resolution No. 6535) are still valid and apply to this extension; and
  - b. All conditions of approval in City Council Resolutions No. 6535, not otherwise modified by this resolution, are still in effect.

**SEVERABILITY**

If any term, provision, or portion of these findings or the application of these findings to a particular situation is held by a court to be invalid, void or unenforceable, the remaining provisions of these findings, or their application to other actions related to the Project, shall continue in full force and effect unless amended or modified by the City.

I, Corinna Sandmeier, Acting Principal Planner and Planning Commission Liaison of the City of Menlo Park, do hereby certify that the above and foregoing Planning Commission Resolution was duly and regularly passed and adopted at a meeting by said Planning Commission on June 13, 2022, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS THEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this 13<sup>th</sup> day of June, 2022

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Corinna Sandmeier  
Acting Principal Planner and Planning Commission Liaison  
City of Menlo Park

Exhibits

- A. Project Plans
- B. Conditions of Approval

<b>LOCATION:</b> 706-716 Santa Cruz Avenue	<b>APPLICATION:</b> PLN20222-00006	<b>APPLICANT:</b> Phillip Hyndman	<b>OWNER:</b> 706-716 Santa Cruz Ave, LLC
<p><b>PROJECT CONDITIONS – VESTING TENTATIVE MAP EXTENSION:</b></p> <p>1. The vesting tentative map extension shall be subject to all conditions that were included in the City’s Council’s January 28, 2020 approval of the vesting tentative map and associated entitlements, except that the expiration date of the vesting tentative map is extended to January 28, 2024.</p>			

**PLANNING COMMISSION RESOLUTION NO. 2022-XX**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MENLO PARK APPROVING A REVISION TO EXTEND THE EXPIRATION DATE OF AN APPROVED VARIANCE BY TWO YEARS TO CONTINUE TO ALLOW SKYLIGHTS ON THE THIRD FLOOR OF A PREVIOUSLY APPROVED THREE-STORY, MIXED-USE BUILDING TO EXCEED THE 38-FOOT HEIGHT LIMIT, IN THE SP-ECR/D (EL CAMINO REAL/DOWNTOWN SPECIFIC PLAN) ZONING DISTRICT.**

**WHEREAS**, the City of Menlo Park (“City”) received an application requesting a two-year extension of a vesting tentative map associated with a major subdivision not to exceed four residential condominium units and one commercial area, with rights reserved for up to ten commercial condominium units, and to extend the expiration date of an approved variance by two years to continue to allow skylights on the third floor of a previously approved three-story, mixed-use building to exceed the 38-foot height limit in the SP-ECR/D (El Camino Real/Downtown Specific Plan) zoning district (collectively, the “Project”) from Phillip Hyndman (“Applicant”), on behalf of the property owner 706-716 Santa Cruz Ave, LLC (“Owner”), located at 706-716 Santa Cruz Avenue (APN 071-102-250) (“Property”). The Variance is depicted in and subject to the development plans and documents which are attached hereto as Exhibit A and incorporated herein by this reference; and

**WHEREAS**, the Property is located in the El Camino Real/Downtown Specific Plan (SP-ECR/D) zoning district, and the El Camino Real Downtown (D) sub-district, which supports a variety of uses including personal services, business and professional offices and residential uses; and

**WHEREAS**, the proposed Project complies with all objective standards of the SP-ECR/D district and the D sub-district with the approval of the variance; and

**WHEREAS**, the findings and conditions for the revision of the variance expiration would ensure that all City requirements are applied consistently and correctly as part of the project’s variance extension implementation; and

**WHEREAS**, the proposed Project was reviewed by the Engineering Division and found to be in compliance with City standards; and

**WHEREAS**, the approval of the revision to extend the variance expiration is consistent with the City Council’s previous approval of the project and allows the project to be implemented; and

**WHEREAS**, the Project, requires discretionary actions by the City as summarized above, and therefore the California Environmental Quality Act (“CEQA,” Public Resources Code Section §21000 et seq.) and CEQA Guidelines (Cal. Code of Regulations, Title 14, §15000 et seq.) require analysis and a determination regarding the Project’s environmental impacts; and

**WHEREAS**, the City is the lead agency, as defined by CEQA and the CEQA Guidelines, and is therefore responsible for the preparation, consideration, certification, and approval of environmental documents for the Project; and

**WHEREAS**, the City had previously prepared and certified the Program Environmental Impact Report for adoption of the Specific Plan (“Specific Plan EIR”) and prepared a checklist for the original variance request and overall project detailing that no new effects could occur and no new mitigation measures would be required; and

**WHEREAS**, all required public notices and public hearings were duly given and held according to law; and

**WHEREAS**, at a duly and properly noticed public hearing held on May 13, 2022, the Planning Commission fully reviewed, considered, and evaluated the whole of the record including all public and written comments, pertinent information, documents and plans, prior to taking action regarding the variance revision.

**WHEREAS**, the Planning Commission of the City of Menlo Park having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter voted affirmatively to approve the findings and conditions for the Variance revision; and

**NOW, THEREFORE, THE MENLO PARK PLANNING COMMISSION HEREBY RESOLVES AS FOLLOWS:**

**Section 1. Recitals.** The Planning Commission has considered the full record before it, which may include but is not limited to such things as the staff report, public testimony, and other materials and evidence submitted or provided, and the Planning Commission finds the foregoing recitals are true and correct, and they are hereby incorporated by reference into this Resolution.

**Section 2. Variance.** The Planning Commission approves the Variance revision, which is depicted in, and subject to the development plans and documents which are attached hereto and incorporated herein by this reference as Exhibit A. The Variance is conditioned in conformance with the conditions attached hereto and incorporated herein by this reference as Exhibit B.

**Section 3. ENVIRONMENTAL REVIEW.** The Planning Commission makes the following findings, based on its independent judgment after considering the Project, and having reviewed and taken into consideration all written and oral information submitted in this matter:

- A. Make findings with regard to the California Environmental Quality Act (CEQA) that the proposal is within the scope of the project covered by the El Camino Real/Downtown Specific Plan Program EIR, which was certified on June 5, 2012. Specifically, make findings that:



- a. A checklist was prepared for the original variance request and overall project detailing that no new effects could occur and no new mitigation measures would be required.
- b. Relevant mitigation measures were incorporated into the project through the Mitigation Monitoring and Reporting Program.
- c. Upon completion of project improvements, the Specific Plan Maximum Allowable Development will be adjusted by 4 residential units and 20,328 square feet of non-residential uses, accounting for the project's net share of the Plan's overall projected development and associated impacts.

**SEVERABILITY**

If any term, provision, or portion of these findings or the application of these findings to a particular situation is held by a court to be invalid, void or unenforceable, the remaining provisions of these findings, or their application to other actions related to the Project, shall continue in full force and effect unless amended or modified by the City.

I, Corinna Sandmeier, Acting Principal Planner and Planning Commission Liaison of the City of Menlo Park, do hereby certify that the above and foregoing Planning Commission Resolution was duly and regularly passed and adopted at a meeting by said Planning Commission on June 13, 2022, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS THEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this 13<sup>th</sup> day of June, 2022

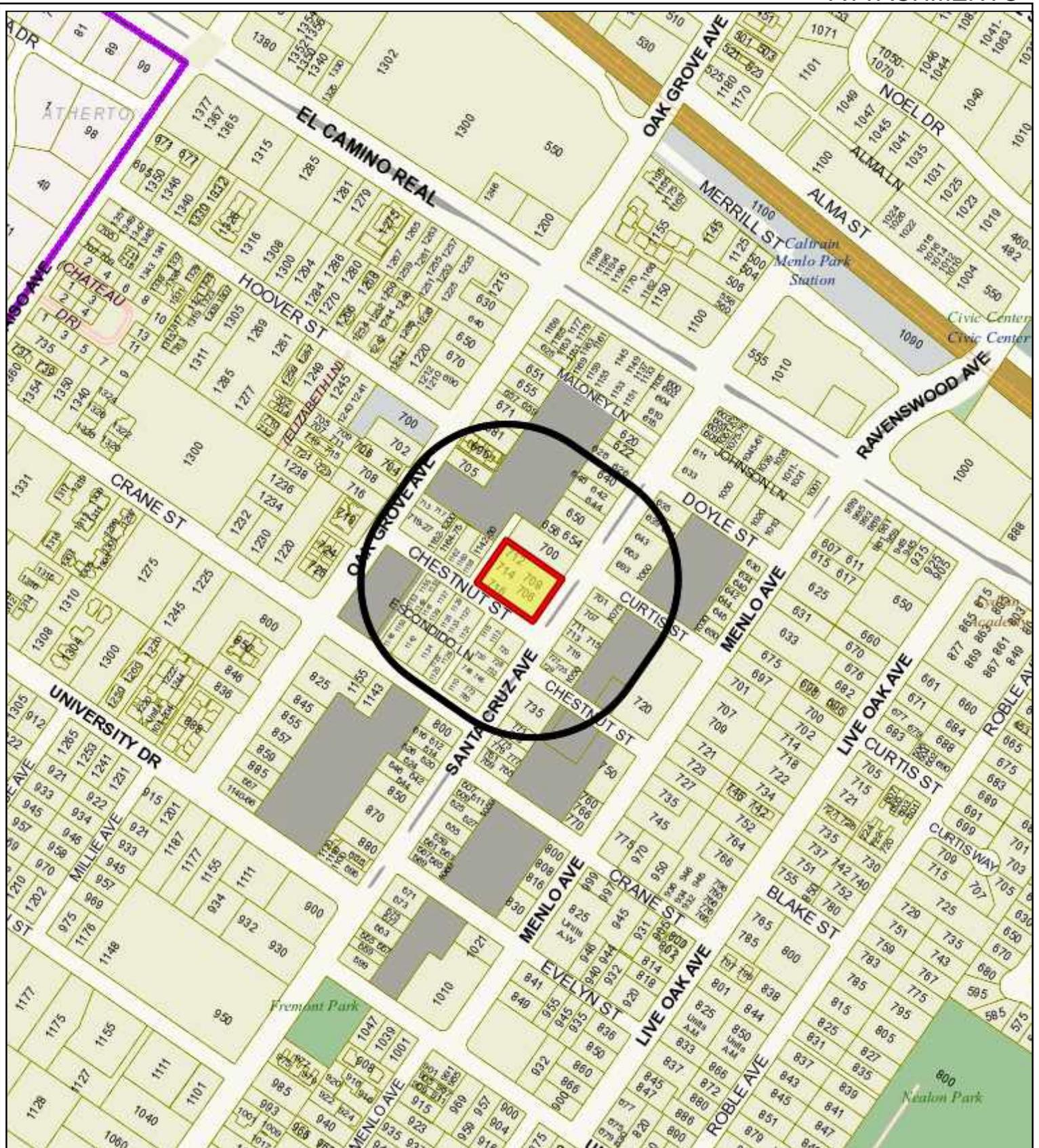
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Corinna Sandmeier  
Acting Principal Planner and Planning Commission Liaison  
City of Menlo Park

Exhibits

- A. Project Plans
- B. Conditions of Approval

<b>LOCATION:</b> 706-716 Santa Cruz Avenue	<b>APPLICATION:</b> PLN20222-00006	<b>APPLICANT:</b> Phillip Hyndman	<b>OWNER:</b> 706-716 Santa Cruz Ave, LLC
<p><b>PROJECT CONDITIONS – REVISION TO THE VARIANCE:</b></p> <p>1. The revision to the approved variance shall be subject to all conditions that were included in the City’s Council’s January 28, 2020 approval of the variance and associated entitlements, except that the expiration date of the variance is extended to January 28, 2024.</p>			



City of Menlo Park  
 Location Map  
 706 Santa Cruz



Scale: 1:4,000

Drawn By: FNK

Checked By: CDS

Date: 6/13/2022

Sheet: 1

# 706 SANTA CRUZ

ARCHITECTURAL REVIEW

706 Santa Cruz Ave., LLC.



FORM4 ARCHITECTURE • THE GUZZARDO PARTNERSHIP • KIER & WRIGHT • ADAPTURE • INTERFACE ENGINEERING

## 706 SANTA CRUZ AVE. MENLO PARK

Architectural Review  
706 Santa Cruz Ave., LLC.

CS 0.0  
November 25, 2019



## PROJECT DESCRIPTION:

A new three story mixed use building with one and a half levels of below grade parking, ground floor residential and office lobbies, parking & retail; second floor office and balconies; and third floor residential units, office and balconies.

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CS 0.0 Cover Sheet  
CS 0.1 Drawing Index & Project Data  
CS 0.2 Code Compliance

### MASTER PLAN

MP 0.1 Vicinity Map  
MP 0.2 Street Views Context  
MP 0.3 Existing Photos  
MP 0.4 Existing Building Elevation Photos  
MP 1.0 Floor Plans, Area Analysis & LEED  
MP 1.1 Floor Plans & Area Analysis  
MP 1.2 Detailed Area Analysis  
MP 1.3 Detailed Area Analysis  
MP 1.4 Existing Building Area  
MP 2.1 Shadow Study  
MP 3.0 Site Line Study  
MP 3.1 Site Line Study

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A 0.1 Area Plan  
A 0.2 Existing Site Plan  
A 0.3 Proposed Site Plan  
A 1.1 Ground Floor Plan  
A 1.2 Second Floor Plan  
A 1.3 Third Floor Plan  
A 1.4 Roof Plan  
A 1.5 Parking Level P1  
A 1.6 Parking Level P2  
A 2.1 Santa Cruz Rendering  
A 2.2 Santa Cruz Elevation & Modulation Analysis  
A 2.3 Chestnut Street Rendering  
A 2.4 Chestnut Street Elevation & Modulation Analysis  
A 2.5 Chestnut Lane Rendering  
A 2.6 Chestnut Lane Elevation & Modulation Analysis  
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A 3.1 Materials  
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A 3.3 Projection Analysis  
A 3.4 Material & Color Board  
A 4.1 Building Section & Height Analysis  
A 4.2 Building Section & Height Analysis  
A 4.3 Wall Sections  
A 4.4 Wall Sections  
A 5.1 Fire Truck Access Diagram

### ELECTRICAL

E 0.1 SYMBOL LIST AND GENERAL NOTES  
E 2.0 PARKING LEVEL 2 PLAN - ELECTRICAL  
E 2.1 PARKING LEVEL 1 PLAN - ELECTRICAL  
E 2.2 FIRST FLOOR PLAN - ELECTRICAL  
E 4.1 LIGHT FIXTURE CUT SHEETS

### LANDSCAPE

L 1.0 Landscape Notes & Legend  
L 2.1 Landscape Plan  
L 2.2 Landscape Plan  
L 2.3 Landscape Plan  
L 3.0 Landscape Details  
L 4.0 Tree Disposition Plan

### CIVIL

C 1.0 Topographic Survey & Boundary Survey  
C 2.0 Preliminary Grading, Drainage, Utility Plan Ground Floor  
C 2.1 Preliminary Offsite Improvement Plans  
C 2.2 Preliminary Grading, Drainage, Utility Plan Second Floor  
C 3.0 Preliminary Stormwater Management Plan  
C 3.1 Preliminary Stormwater Management Plan  
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### VESTING TENTATIVE MAP

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3 Proposed Conditions Ground Level  
4 Conceptual Grading, Drainage, Utility

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GAS RELOCATION  
JT-1 Joint Trench Title Sheet  
JT-2 Joint Trench Intent  
NB RULE 16 ELECTRIC & GAS SERVICE  
JT-1 Joint Trench Title Sheet  
JT-2 Joint Trench Intent  
REMOVAL OF OVERHEAD LINES (WRO)  
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### SHORING PLANS

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SH-2.00 Temporary Shoring Plan - Plan  
SH-3.00 Temporary Shoring Plan - Elevation  
SH-3.01 Temporary Shoring Plan - Elevation  
SH-3.02 Temporary Shoring Plan - Elevation  
SH-3.03 Temporary Shoring Plan - Elevation  
SH-3.04 Temporary Shoring Plan - Elevation  
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### CONSTRUCTION PHASING

CP-1 Crane Location & Site Access  
CP-2 Phase 1 - Demo  
CP-3 Phase 2 - Shoring & Mass Excavation  
CP-4 Phase 3 - Footings / Slab / Podium  
CP-5 Phase 4 - Erect Steel / Metal Stud Roof  
CP-6 Phase 5 - Exterior Skin / Interior Build-out  
CP-7 Parking Management  
CP-8 Temporary Fencing & Scaffolding

## PROJECT DATA:

CODE & ZONING	
APN	71502250
ZONING	SP-ECH/D
CONSTRUCTION TYPE	Type II-B
OCCUPANCY	
Parking Levels: Retail Level 1 Office Level 2 & 3 Residential Level 3 (4 units)	
SITE AREA	23,454 sf 0.538 acres
BUILDING AREA NOTES & EXEMPTIONS	
Maximum FAR = 2 FAR	2.0 46,908 of allowed
Allowable Office Area = 1 FAR	1.0 23,454 of allowed
Maximum Residential Density	25 units per acre
Exclusion for covered parking	M.P.M.C. section 16.04.325 (C)(1)
Exclusion for Trash & Recycling	M.P.M.C. section 16.04.325 (C)(6)
Exclusion for Area with No AC or Windows	M.P.M.C. section 16.04.325 (C)(7)
Exclusion for Area with Noise Generating Equipment	M.P.M.C. section 16.04.325 (C)(7)
Exclusion for Vent Shafts	M.P.M.C. section 16.04.325 (C)(7)
BUILDING AREA (please see sheet CS 2.1 for graphic depiction of data & detailed breakdown)	
	Office Retail Residential FAR Subtotal Excluded Per FAR Total Floor
Parking Level 1	- - - - - 22,570 22,570
Parking Level 2	- - - - - 7,264 7,264
Ground Floor	914 32,045 1,008 13,972 19,566 21,338
2nd Floor	19,099 - 264 19,566 328 19,471
3rd Floor	3,440 - 10,130 13,570 2,275 15,465
	23,454 32,045 11,405 46,908 32,857 44,863
Percentage of each use:	50.00% 25.69% 34.31% 100.00%
Allowable Exclusion for Area with No AC or Windows	6,407 of allowable (28% of gross area) 750 of proposed
Allowable Exclusion for Area with Noise Generating Equipment	468 of allowable (2% of gross area) 357 of proposed
PARKING REQUIRED:	
Exemption from Parking Requirement = 1 FAR	23,454 sf
Ground Floor Retail	12,249 sf
Exemption Credit that may be used on 2nd floor:	11,405 This is the exemption allowed less the retail area of the ground floor.
Total Office Area	23,454 sf
Less exemption credit	11,405 sf
Office Area to be parked at 3.8 spaces per 1000 sf	12,049 sf
Office Parking Required	45.79 spaces
Replace Lost Surface Parking	28 spaces
Residential Requirement (1 per unit)	8 spaces
Total Parking Required	67.79 spaces round up to 68 spaces required
PARKING PROVIDED:	
Surface Parking	
Standard	1
ADA	3
	4
Garage Parking	65
Total Parking Provided	69 (68 stalls required)
ELECTRICAL VEHICLE CHARGING	
Conduct for 15% of stalls provided	10.15 round up to 11 spaces required
Total Standard EV Stalls provided	10 (5 charging units no 10 stalls at level P1)
Total Accessible EV Stalls provided	1 (non accessible stall at level L1)
Total EV Stalls Provided	11
BICYCLE PARKING REQUIRED:	
Short Term at 1/20th O/C, 1/5th retail, 1/20 units residen	8 (for office & retail a minimum of 2 are required)
Long Term at 1/20th O/C, 1/20th retail, 1/4unit residential	8
Total Required:	15
BICYCLE PARKING PROVIDED:	
Short Term	12 (provided along Chestnut St. & Santa Cruz Ave)
Long Term	10 (provided at Garage level 1A)
Total Provided:	22

CODE COMPLIANCE

706 Santa Cruz Ave  
Garage and Shell Mixed-Use Building



Code Analysis

November 5, 2019

<b>APN #</b>	071-102-250
<b>Project Address:</b>	706-716 Santa Cruz Ave Menlo Park, CA 94025
<b>Legal Jurisdiction:</b>	City of Menlo Park, CA
<b>County:</b>	San Mateo County
<b>Building Codes:</b>	2016 California Building Code 2016 California Plumbing Code 2016 California Mechanical Code 2016 California Electrical Code 2016 California Fire Code 2016 California Green Building Code 2008 California Energy Code City of Menlo Park Building Codes & Ordinances
<b>Construction Type:</b>	Type II-B Shell Office Building
<b>Sprinkler System:</b>	100% Sprinklered (CBC 903.3 / NFPA 13)
<b>Fire Alarm:</b>	Fire Alarm provided (CBC 907)
<b>Building Occupancy:</b>	A-3 occupancy (CBC 303.4 - assembly) B occupancy (CBC 304 - shell office / business) M occupancy (CBC 309 - mercantile) R-2 occupancy (CBC 310.4 - residential) S-2 occupancy (CBC 311.3 - storage / garage)
<b>Net Building Area:</b>	Basement Level P2: 7,934 sf [S-2] Basement Level P1: 22,579 sf [S-2] <b>Total: 30,513 sf</b> Ground Level L1: 20,138 sf [M: 11,817 / S-2: 6,984 sf / B (obby): 1,400 sf] Level L2: 20,693 sf [B] Level L3: 11,844 sf [B: 2,317 sf / R-2: 9,527 sf] <b>Total: 54,029 sf</b> L3 Roof Deck: 1,485 sf [A-3]

Doc: CodeAnalysis-GARAGE-OFFICE\_TYPE\_III.doc  
1

**Building Area:**

Allowable Building Area per story (CBC 506):

**II-B Construction (separated uses with height increase)**

**II-B for "A-3" Occupancy (CBC 506):**

SM = 9,500 sf (with height increase)

**II-B for "B" Occupancy (CBC 506):**

SM = 69,000 sf

**II-B for "M" Occupancy (CBC 506):**

SM = 37,500 sf

**II-B for "R-2" Occupancy (CBC 506):**

SM = 18,000 sf (with height increase)

**II-B for "S-2" Occupancy (CBC 506):**

S1 = 104,000 sf & SM = 78,000 sf

**Building Height – II-B Construction:**

Allowable Building Height (CBC 504):

**II-B for "A-3" Occupancy (CBC 506):**

Ht = 75 ft / Stories = 3 (height increase from 2 to 3 stories)

**II-B for "B" Occupancy (CBC 506):**

Ht = 75 ft / Stories = 4

**II-B for "M" Occupancy (CBC 506):**

Ht = 75 ft / Stories = 3

**II-B for "R-2" Occupancy (CBC 506):**

Ht = 75 ft / Stories = 5 (without area increase)

**II-B for "S-2" Occupancy (CBC 506):**

Ht = 75 ft / Stories = 4

**Separated Occupancies Allowable Area and Height**

Note: No area increase due to frontage considered.

Garage Basement: 29,494 < 104,000, complies (CBC 506 1.3)

First Floor: 6,984/78,000 + 11,817/37,500 = 0.09 + 0.32 = 0.41 < 1.0

Second Floor: 20,693/69,000 = 0.30 < 1.0

Third Floor: 3,035/69,000 + 9,874/16,000 + 1,485/9,500 = 0.05 + 0.60 + 0.16 = 0.79 < 1.0

Sum of all floor ratios = 0.41 + 0.30 + 0.79 = 1.5 < 3.0

The sum of ratios for each story is less than 1.0 (CBC 506.4.2) and the sum of ratios for all floors is less than 3.0 (CBC 506.2.4), therefore, building area is below allowable and complies with requirements. The proposed building is three stories tall with the highest point of the building at 53'-0" above the grade plane. This complies with the code limits listed above.

Doc: CodeAnalysis-GARAGE-OFFICE\_TYPE\_III.doc  
2

**Wall and Shaft Fire Rating Requirements**

Separation by Use (table 508.4):

- S-2 and M 1 hr
- S-2 and B 1 hr
- R-2 and B 1 hr
- R-2 and R-2 1 hr (CBC 708)

Per CBC 420, 708 and 711 wall and floor assembly separating dwelling units shall have a fire resistive rating of 1-hr.

**Garage & Podium Construction Type: II-B**

Per Table 601 any new construction to be

- Bearing walls- Extr & Intr 0 hr
  - Structural frame 0 hr
  - Partitions (permanent) 0 hr
  - Floors & Roof / Podium 0 hr
  - Shafts >= 4 Stories 2 hr (CBC 713.4)
  - Shafts < 4 Stories 1 hr (CBC 713.4)
- Wall framing at Stair 1 & 2 and elevators 1 & 2 shall have 2-hour fire resistive rating.

**Exterior Wall Rating and Openings**

Exterior Wall Rating per Table 602:

- Exterior Wall 0 < 5' 2 hr (M only - table 602)
- Exterior Wall 0 < 10' 1 hr (S to 10' at M)
- Exterior Wall 10' to 30' 0 hr

**Exterior Wall Openings**

Table 705.8

- Separation 0 - 3' Not Permitted
- Separation 15 - 20' 75% (UP, S)
- Separation > 20' No Limit

**Occupant Load and Egress Requirements**

Occupant load per use (table 1004.1.2)

- A-2: Assembly = 15 sf/occ net
- S-2: Parking Garage = 200 sf/occ gross
- M: Mercantile = 60 sf/occ gross
- B: Office = 100 sf/occ gross
- R-2: Residential = 200 sf/occ gross

Maximum occupant load assumed at second floor 'B' occupancy with 10% maximum allowed accessory assembly occupancy

18,674 \* 0.1 = 1,868 & 18,674 - 1,868 = 16,806 SF

16,806/100 + 1,868/15 = 169 + 125 = 294 occupants total / 147 per exit

18,674/294 = 63.5 SF / OCC

Stairway minimum width = 147\*0.3 = 44.1' & Minimum width of components = 147\*0.2 = 30"

**Residential Emergency Egress**

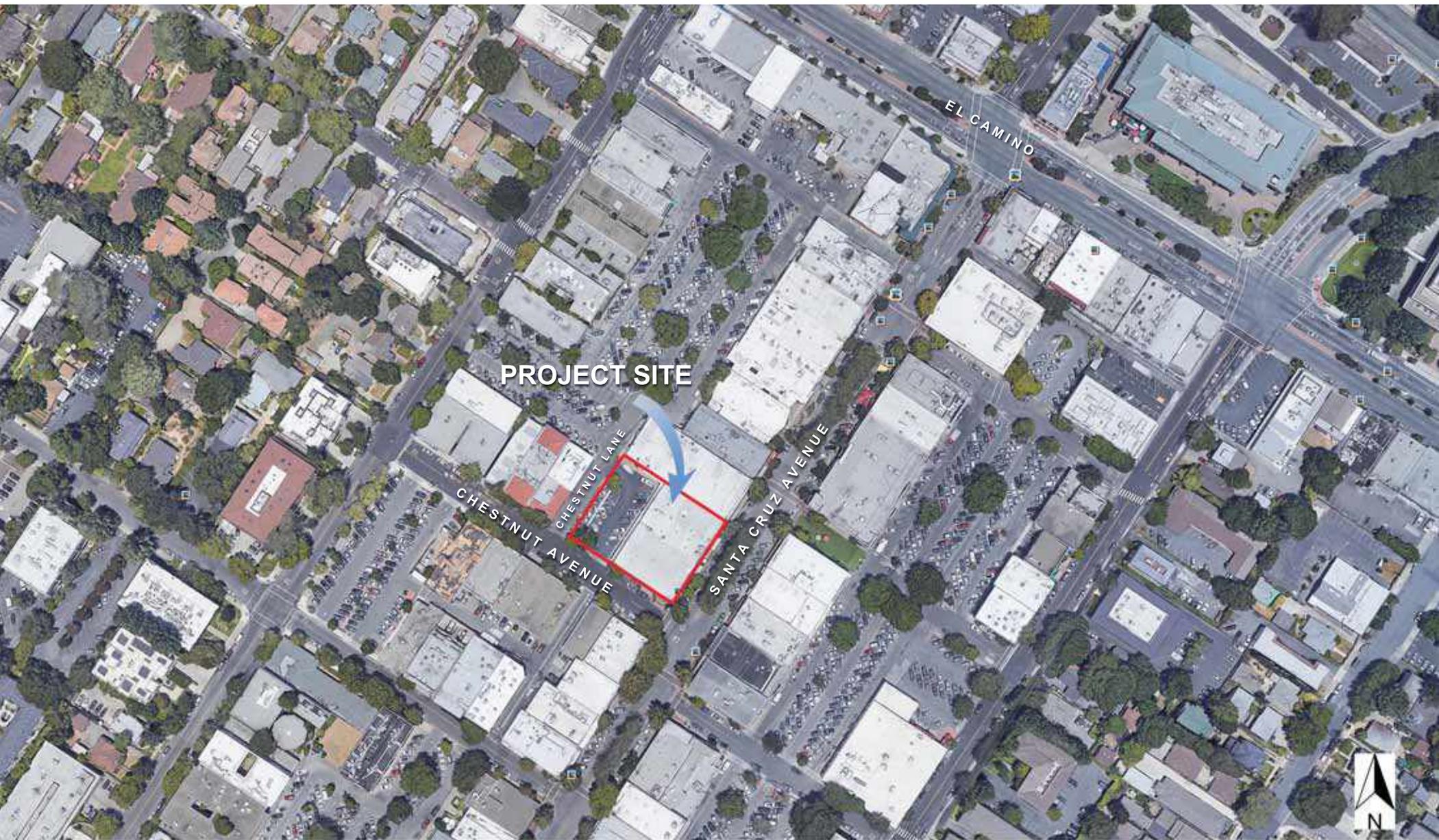
CBC Section 1030: 44" max. AFF, 5.7 sf min open area, 24" min high, 20" min. wide.

**Residential Ventilation Requirements**

CBC Section 1203.5: 4% of floor area

Doc: CodeAnalysis-GARAGE-OFFICE\_TYPE\_III.doc  
3





FORM4 ARCHITECTURE • THE GUZZARDO PARTNERSHIP • KIER & WRIGHT • ADAPTURE • INTERFACE ENGINEERING

# 706 SANTA CRUZ AVE. MENLO PARK

Architectural Review  
706 Santa Cruz Ave., LLC.

VICINITY MAP

MP 0.1  
November 25, 2019





4. Santa Cruz Ave Proposed Streetscape



3. Santa Cruz Ave Existing Streetscape



2. Chestnut St. Proposed Streetscape



1. Chestnut St. Existing Streetscape

FORM4 ARCHITECTURE • THE GUZZARDO PARTNERSHIP • KIER & WRIGHT • ADAPTURE • INTERFACE ENGINEERING

## 706 SANTA CRUZ AVE. MENLO PARK

Architectural Review  
706 Santa Cruz Ave., LLC.

## STREET VIEWS CONTEXT

MP 0.2  
November 25, 2019



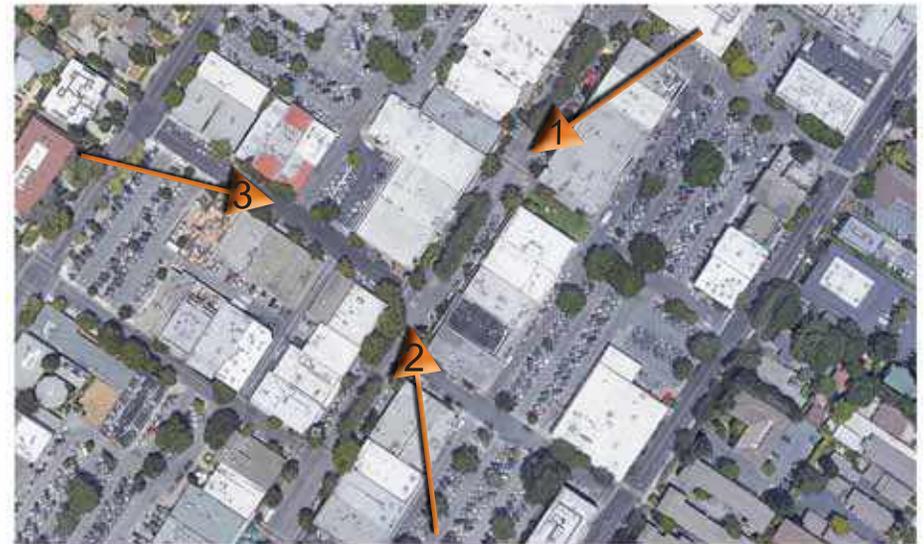




1: View looking Southwest down Santa Cruz Ave



2: View looking North at corner of Santa Cruz Ave & Chestnut St.



FORM4 ARCHITECTURE • THE GUZZARDO PARTNERSHIP • KIER & WRIGHT • ADAPTURE • INTERFACE ENGINEERING

## 706 SANTA CRUZ AVE. MENLO PARK

Architectural Review  
706 Santa Cruz Ave., LLC.

EXISTING SITE PHOTOS

MP 0.3  
November 25, 2019





Existing Building East Elevation



Existing Building South Elevation



Existing Building West Elevation



THIRD FLOOR PLAN



SECOND FLOOR PLAN

**LEED v4 for BD+C: Core and Shell**  
Project Checklist

Project Name: 706 Santa Cruz  
Date: 7/27/19  
Zipcode: 94025

**DRAFT**

Section	Item	Requirement	Score
4.0 Location and Transportation	4.0.1	LEED for Neighborhood Development Location	20
	4.0.2	Nonresidential Land Use	0
	4.0.3	High-Rise Building	0
	4.0.4	Surrounding Density and Overall Use	0
	4.0.5	Home to Quality Transit	0
	4.0.6	Walkability	0
	4.0.7	Regional Priority: Public Transit	0
	4.0.8	Green Building	0
	4.0.9	Green Building	0
	4.0.10	Green Building	0
3.0 Sustainable Sites	3.0.1	Construction Activity Pollution Prevention	10
	3.0.2	Site Assessment	0
	3.0.3	Site Development: Protect or Restore Natural Open Space	0
	3.0.4	Site Development: Manage Stormwater	0
	3.0.5	Site Development: Reduce Impervious Surface	0
	3.0.6	Site Development: Quality Sites	0
	3.0.7	Site Development: Quality Sites	0
	3.0.8	Site Development: Quality Sites	0
	3.0.9	Site Development: Quality Sites	0
	3.0.10	Site Development: Quality Sites	0
2.0 Water Efficiency	2.0.1	Water Use Reduction	10
	2.0.2	Water Use Reduction	0
	2.0.3	Water Use Reduction	0
	2.0.4	Water Use Reduction	0
	2.0.5	Water Use Reduction	0
	2.0.6	Water Use Reduction	0
	2.0.7	Water Use Reduction	0
	2.0.8	Water Use Reduction	0
	2.0.9	Water Use Reduction	0
	2.0.10	Water Use Reduction	0
1.0 Energy and Atmosphere	1.0.1	Fundamental Commissioning and Verification	10
	1.0.2	Minimum Energy Performance	10
	1.0.3	Building Load Energy Modeling	0
	1.0.4	Fundamental Refrigerant Management	0
	1.0.5	Optimize Energy Performance	0
	1.0.6	Advanced Energy Modeling	0
	1.0.7	Default Parameters	0
	1.0.8	Renewable Energy Production	0
	1.0.9	Scheduling Refrigerant Management	0
	1.0.10	Green Power and Carbon Offset	0
6.0 Materials and Resources	6.0.1	Storage and Collection of Recyclables	10
	6.0.2	Construction and Demolition Waste Management Planning	0
	6.0.3	Building Lifecycle Impact Reduction	0
	6.0.4	Building Product Disclosure and Optimization - Environmental Product Declarations	0
	6.0.5	Building Product Disclosure and Optimization - Sourcing of Raw Materials	0
	6.0.6	Building Product Disclosure and Optimization - Material Ingredients	0
	6.0.7	Construction and Demolition Waste Management	0
	6.0.8	Minimum Indoor Air Quality Performance	0
	6.0.9	Environmental Tobacco Smoke Control	0
	6.0.10	Indoor Air Quality Strategies	0
3.0 Indoor Environmental Quality	3.0.1	Low-Emitting Materials	0
	3.0.2	Construction Indoor Air Quality Management Plan	0
	3.0.3	Daylight	0
	3.0.4	Quality Views	0
	3.0.5	Acoustics	0
	3.0.6	LEED Accredited Professional	0
	3.0.7	Regional Priority: Optimize Energy Performance (10 points)	0
	3.0.8	Regional Priority: Building lifecycle impact reduction (9 points)	0
	3.0.9	Regional Priority: BIODiversity of the materials	0
	3.0.10	Regional Priority: Indoor water Use Reduction (4 points)	0
<b>100-410 TOTALS</b>			
Certified score 44 points, Silver 50 to 59 points, Gold 59 to 74 points, Platinum 80 to 110			

Note: The points on this spreadsheet are preliminary and are subject to change as the project develops.

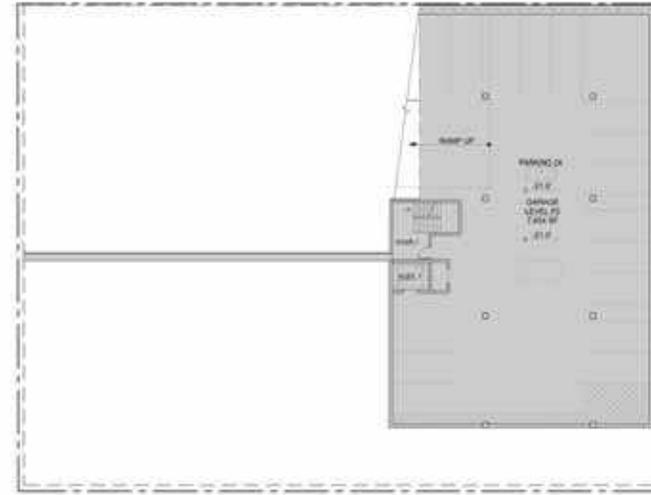


FIRST FLOOR PLAN

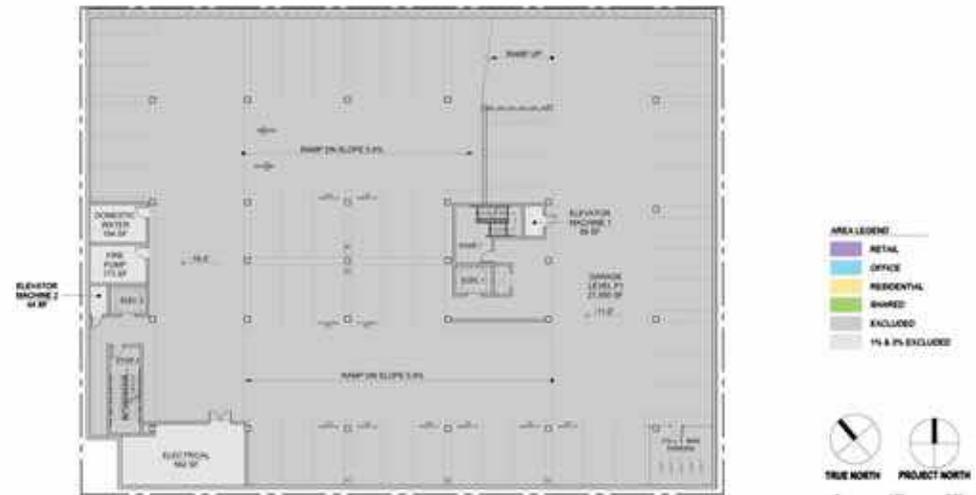


DETAILED AREA SUMMARY								
Garage P1 & P2		AREA	Area Classification					
			OFFICE	RETAIL	RESIDENTIAL	EXCLD	EXCLD 2%	EXCLD 1%
Garage P1		21,560				21,560		
P1 Domestic Water		184						184
P1 Fire Pump		173						173
P1 Electrical Room		362						362
P1 Elev. Mach. 1		50						50
P1 Elev. Mach. 2		44						44
Garage P2		7,934				7,934		
<b>1st FLOOR</b>		<b>30,513</b>				<b>29,494</b>	<b>642</b>	<b>357</b>
Covered Parking		6,495				6,495		
Trash Enclosure		426				426		
Mechanical Shaft		50						50
MDR Room		63						63
Exterior Columns		34	24					32
Retail 1/2		7,531		7,531				
Retail 3		4,288		4,288				
Lobby 1		654	337	105				152
Stair 1		265	179					86
Stair 1 Lobby		258	130	67				82
Elev 1		104	104					
Lobby 2		307						507
Inaccessible Spaces		25						25
Stair 2		239	161					78
Elev 2		111						111
subtotal:		21,036	914	12,040	1,008	4,976		88
<b>2nd FLOOR</b>								
Office		18,674	18,674					
North Terrace		2,019				2,019		
Exterior Columns		18	12					4
Inaccessible Spaces		151						151
Elev 1		104	104					
Stair 1		220	148					72
Elev 2		111						111
Stair 2		239	161					78
Mechanical Shaft		100						100
subtotal:		21,641	19,099	0	266	2,275		0
<b>3rd FLOOR</b>								
Office		2,317	2,317					
Balcony 5		1,485				1,485		
Apt 1		2,500			2,500			
Balcony 1		1,187				1,187		
Apt 2		2,274			2,274			
Balcony 2		441				441		
Apt 3		2,354			2,354			
Balcony 3		178				178		
Apt 4		2,399			2,399			
Balcony 4		1,191				1,191		
Hallway		1,044	704					340
Mechanical Shaft		100						100
Stair 1		222	150					72
Elev 1		105	105					
Stair 2		244	164					80
Elev 2		111						111
subtotal:		18,157	3,440	0	10,130	4,587		0
Total:		21,494	12,049	14,405	43,332	758		357
FAR Ratio:		0.500	0.257	0.243				
Weighted Ratio:		0.673		0.327				
total FAR area:		46,908						

F.A.R. SUMMARY	
Site Area:	23,454 sf
Max. FAR:	2.0
Allow Building Area:	46,908 sf
Proposed Building Area:	46,908 sf
Max. Office Area:	23,454 sf (max. office area = 1.0 FAR)
Proposed Office Area:	23,454 sf
Allow. Area Excluded at 3%:	1,407 sf
Proposed Excluded at 3%:	750 sf
Allow. Area Excluded at 1%:	489 sf
Proposed Excluded at 1%:	357 sf



**GARAGE LEVEL P2**



**GARAGE LEVEL P1**

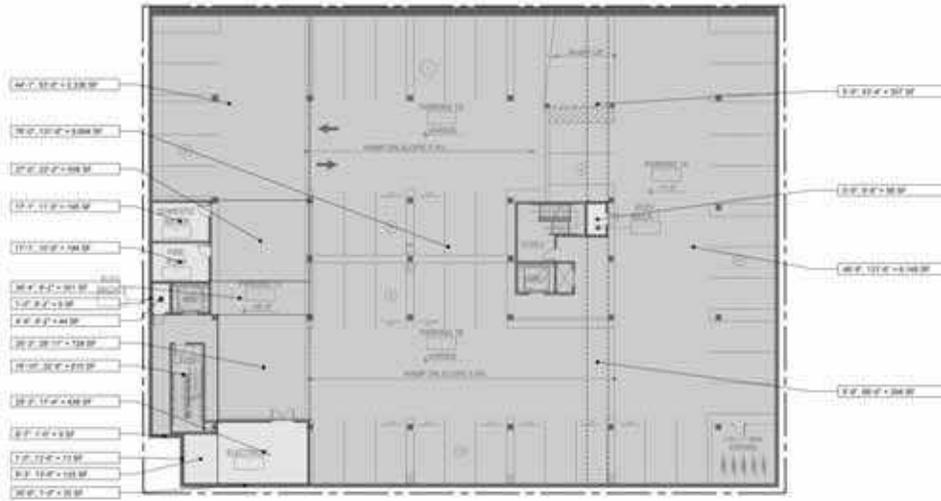
**706 SANTA CRUZ AVE. MENLO PARK**

Architectural Review  
706 Santa Cruz Ave., LLC.

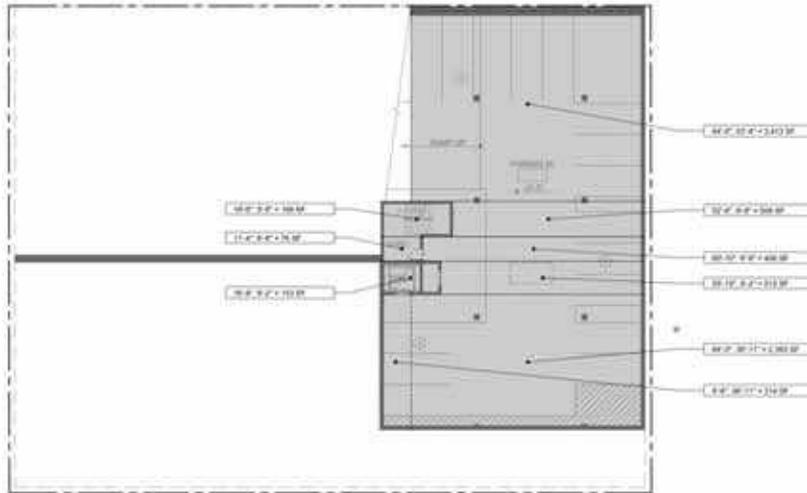
**FLOOR PLANS & AREA ANALYSIS**  
(see following sheets for enlarged plans)

MP 1.1  
November 25, 2019

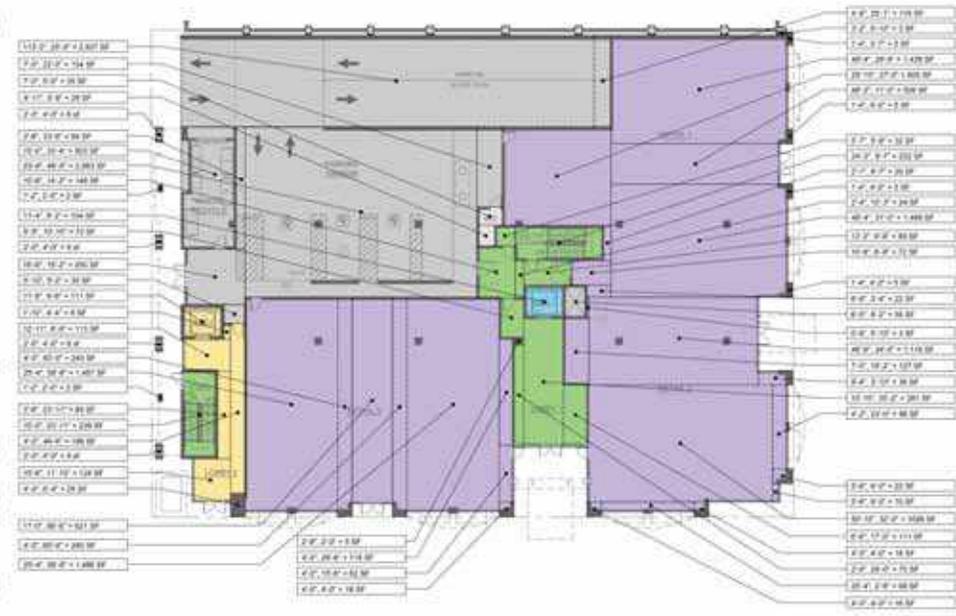




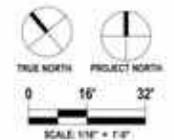
**GARAGE LEVEL P1**

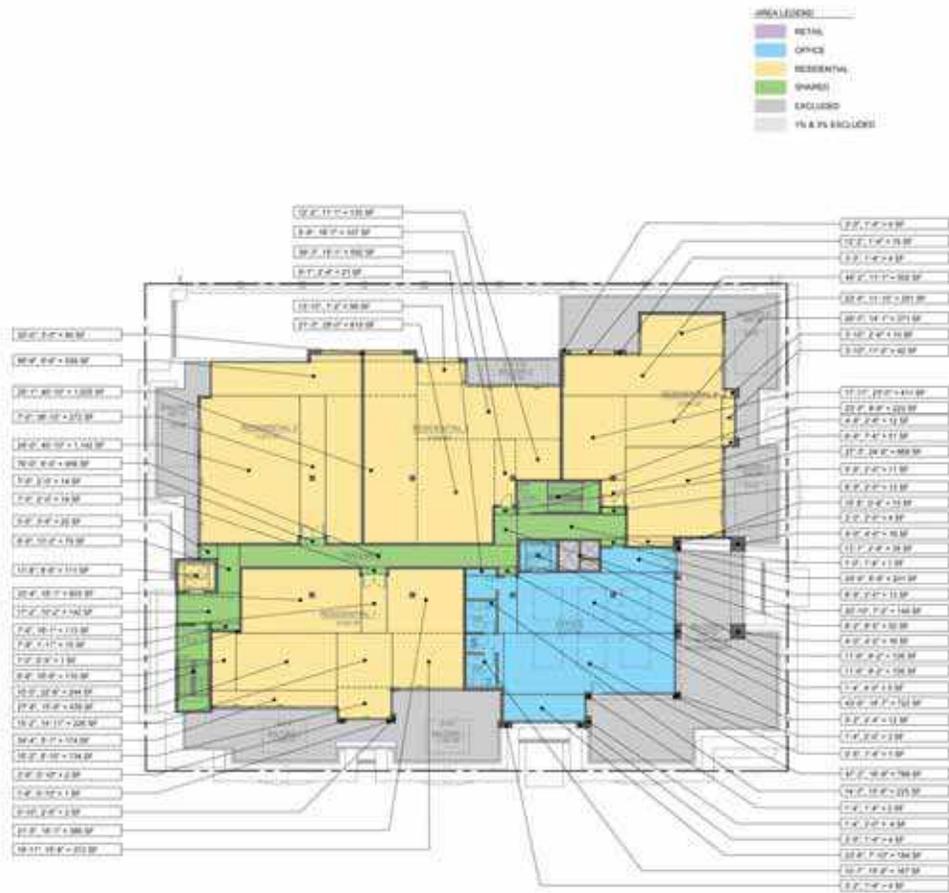


**GARAGE LEVEL P2**

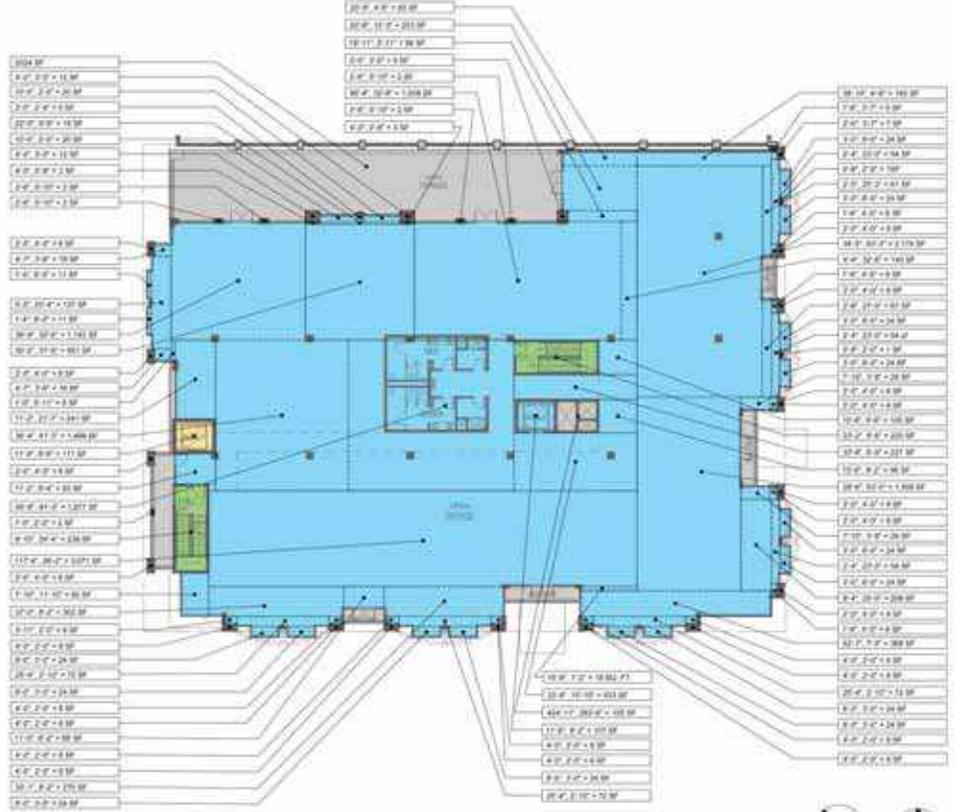


**GROUND FLOOR PLAN**

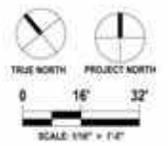




THIRD FLOOR PLAN



SECOND FLOOR PLAN



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**DETAILED AREA ANALYSIS**  
*(see following sheets for enlarged plans)*

MP 1.3  
November 25, 2019

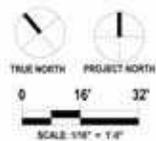




**EXISTING FIRST FLOOR MEZZANINE PLAN - 2,800 SF**



**EXISTING FIRST FLOOR PLAN - 12,375 SF**



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EXISTING BUILDING AREA

MP 1.4  
November 25, 2019





Winter Solstice 9am



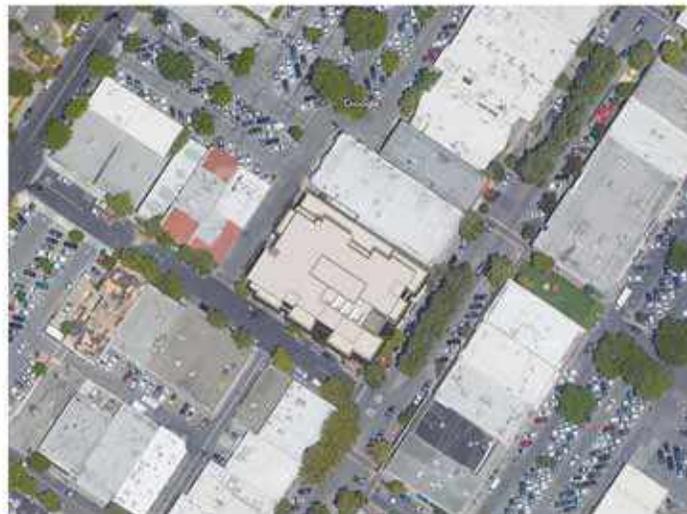
Winter Solstice 12pm



Winter Solstice 3pm



Summer Solstice 9am



Summer Solstice 12pm



Summer Solstice 3pm

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# 706 SANTA CRUZ AVE. MENLO PARK

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706 Santa Cruz Ave., LLC.

## SHADOW STUDY

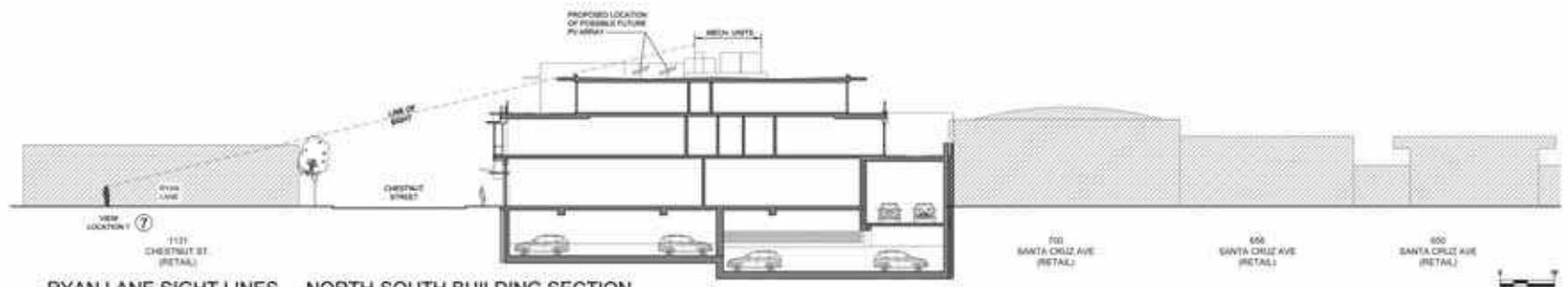
MP 2.1  
November 25, 2019



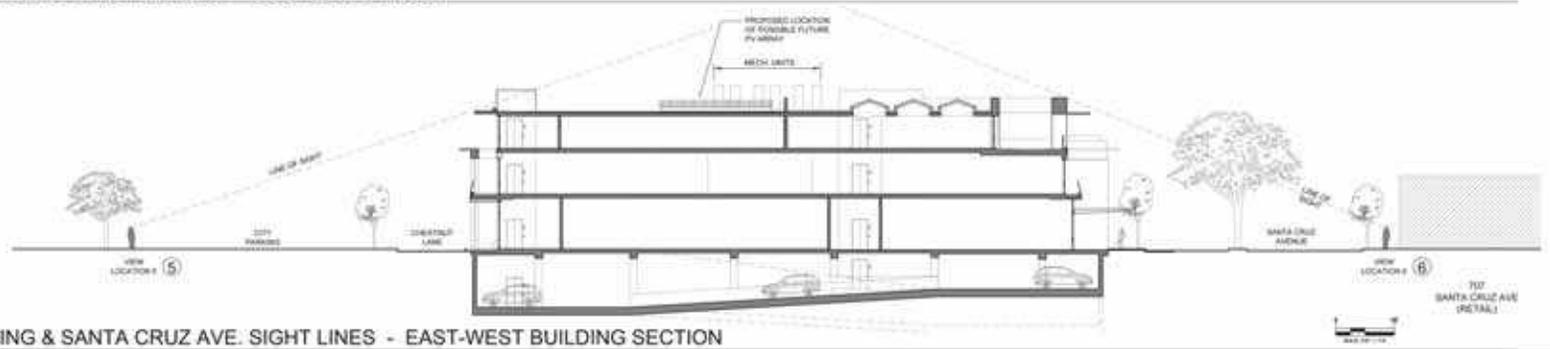




SANTA CRUZ AVENUE SIGHT LINES - EAST ELEVATION



RYAN LANE SIGHT LINES - NORTH-SOUTH BUILDING SECTION



FORM4 ARCHITECTURE • THE GUZZARDO PARTNERSHIP • KIER & WRIGHT • ADAPTURE • INTERFACE ENGINEERING

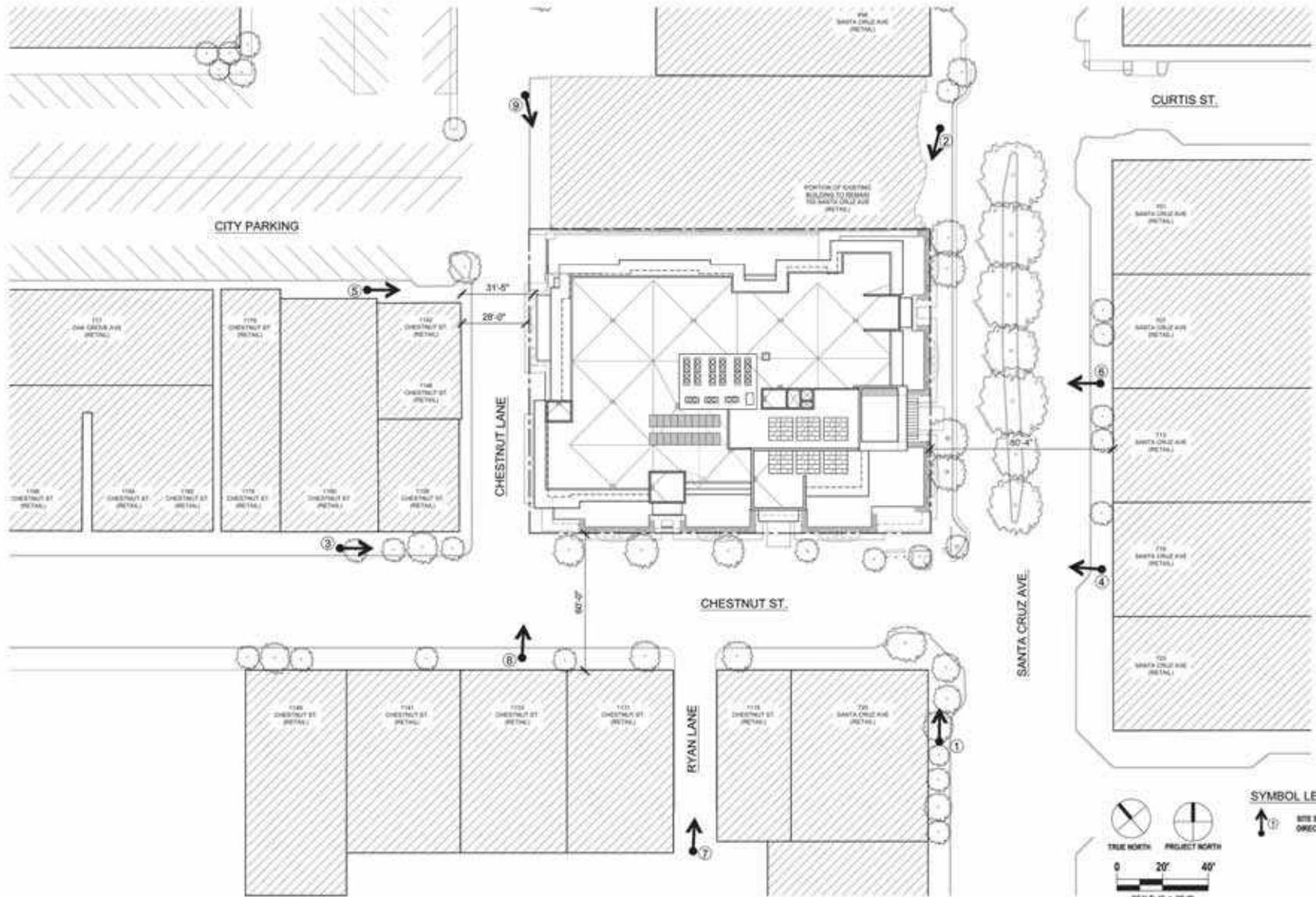
# 706 SANTA CRUZ AVE. MENLO PARK

Architectural Review  
706 Santa Cruz Ave., LLC.

## SITE LINE STUDY

MP 3.1  
November 25, 2019





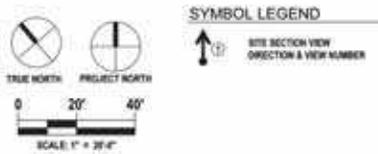
FORM4 ARCHITECTURE • THE GUZZARDO PARTNERSHIP • KIER & WRIGHT • ADAPTURE • INTERFACE ENGINEERING

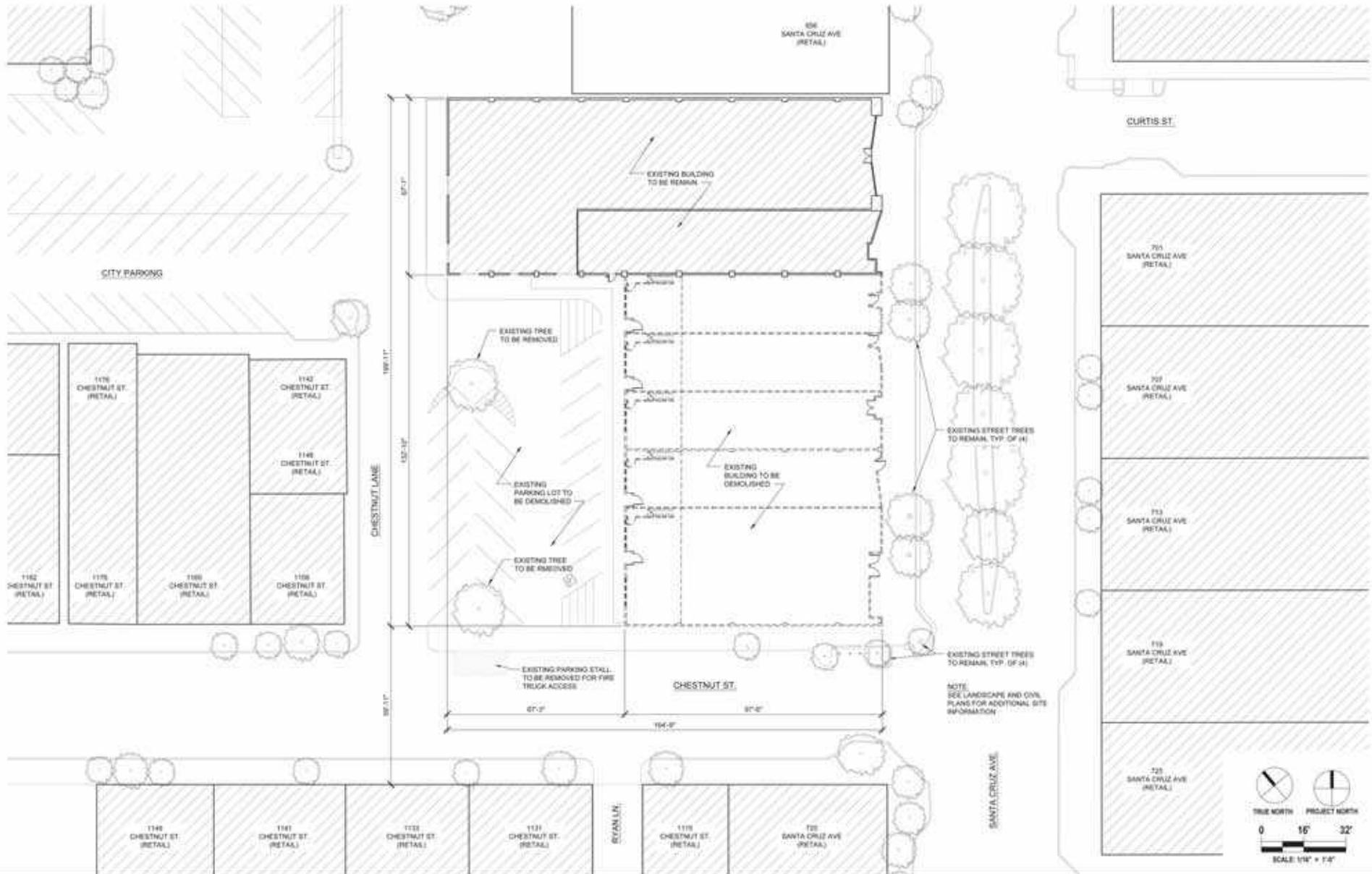
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## AREA PLAN

A 0.1  
November 25, 2019





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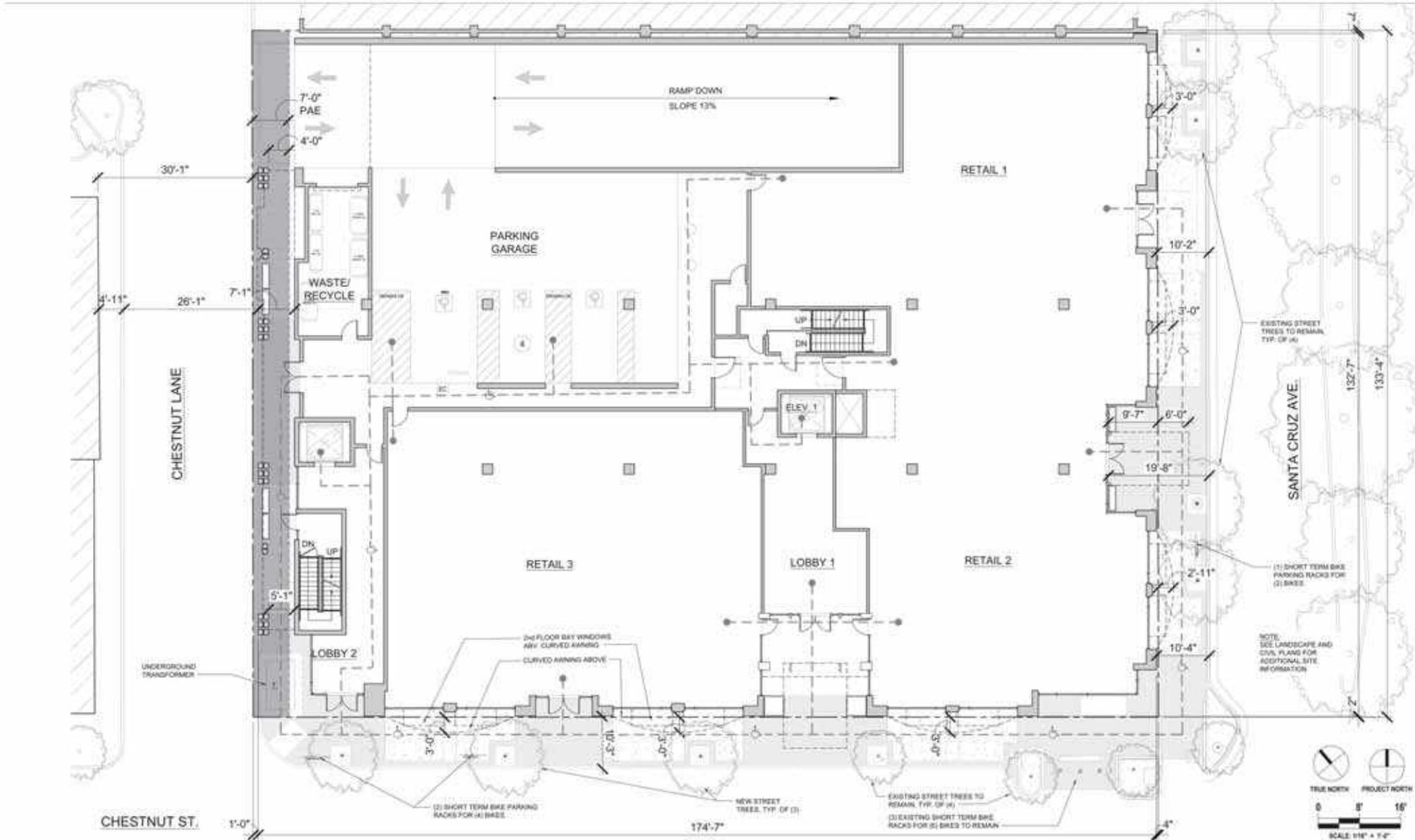
# 706 SANTA CRUZ AVE. MENLO PARK

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## EXISTING SITE PLAN

A 0.2  
November 25, 2019





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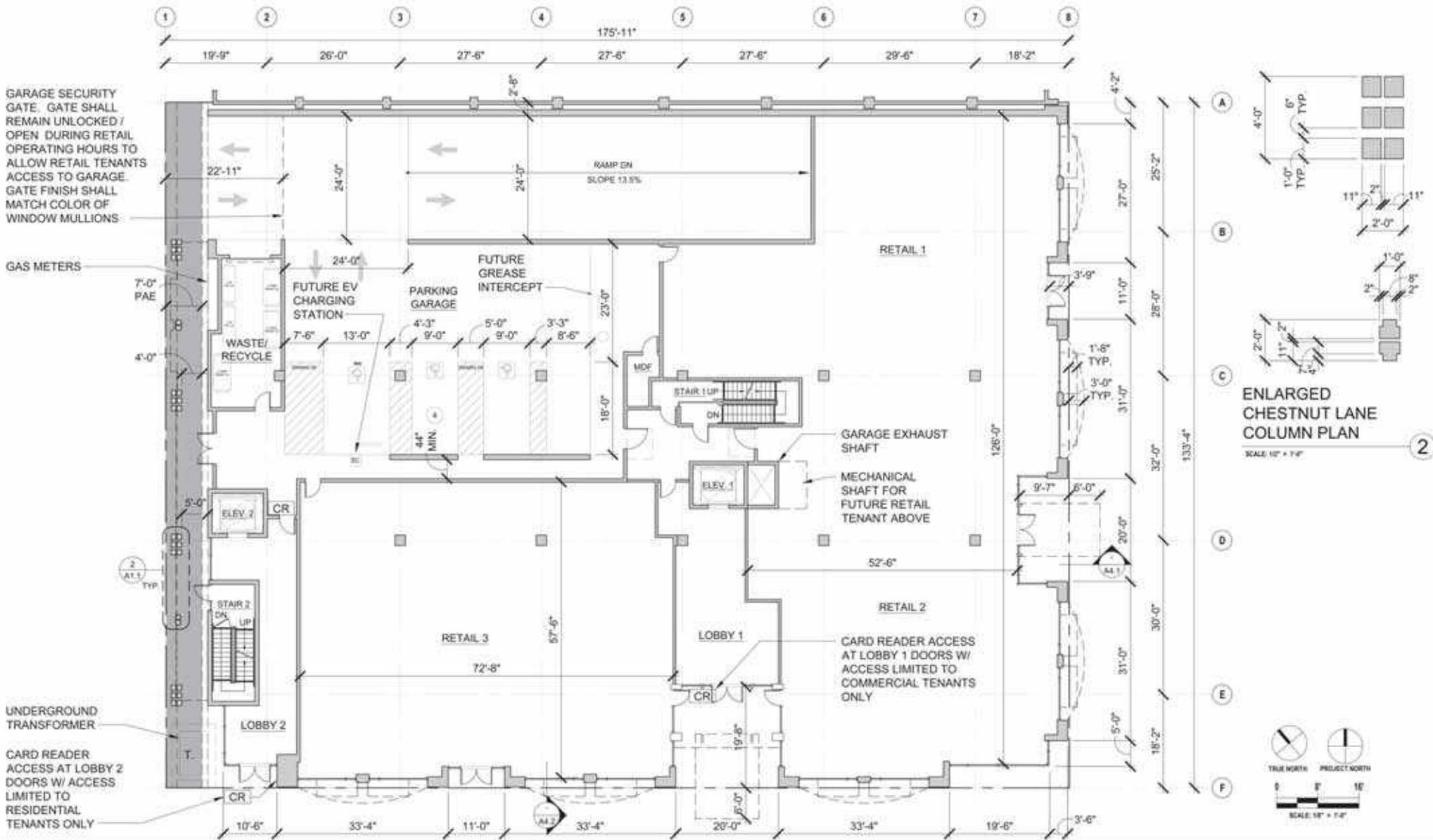
# 706 SANTA CRUZ AVE. MENLO PARK

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706 Santa Cruz Ave., LLC.

## PROPOSED SITE PLAN

A 0.3  
November 25, 2019





FORM4 ARCHITECTURE • THE GUZZARDO PARTNERSHIP • KIER & WRIGHT • ADAPTURE • INTERFACE ENGINEERING

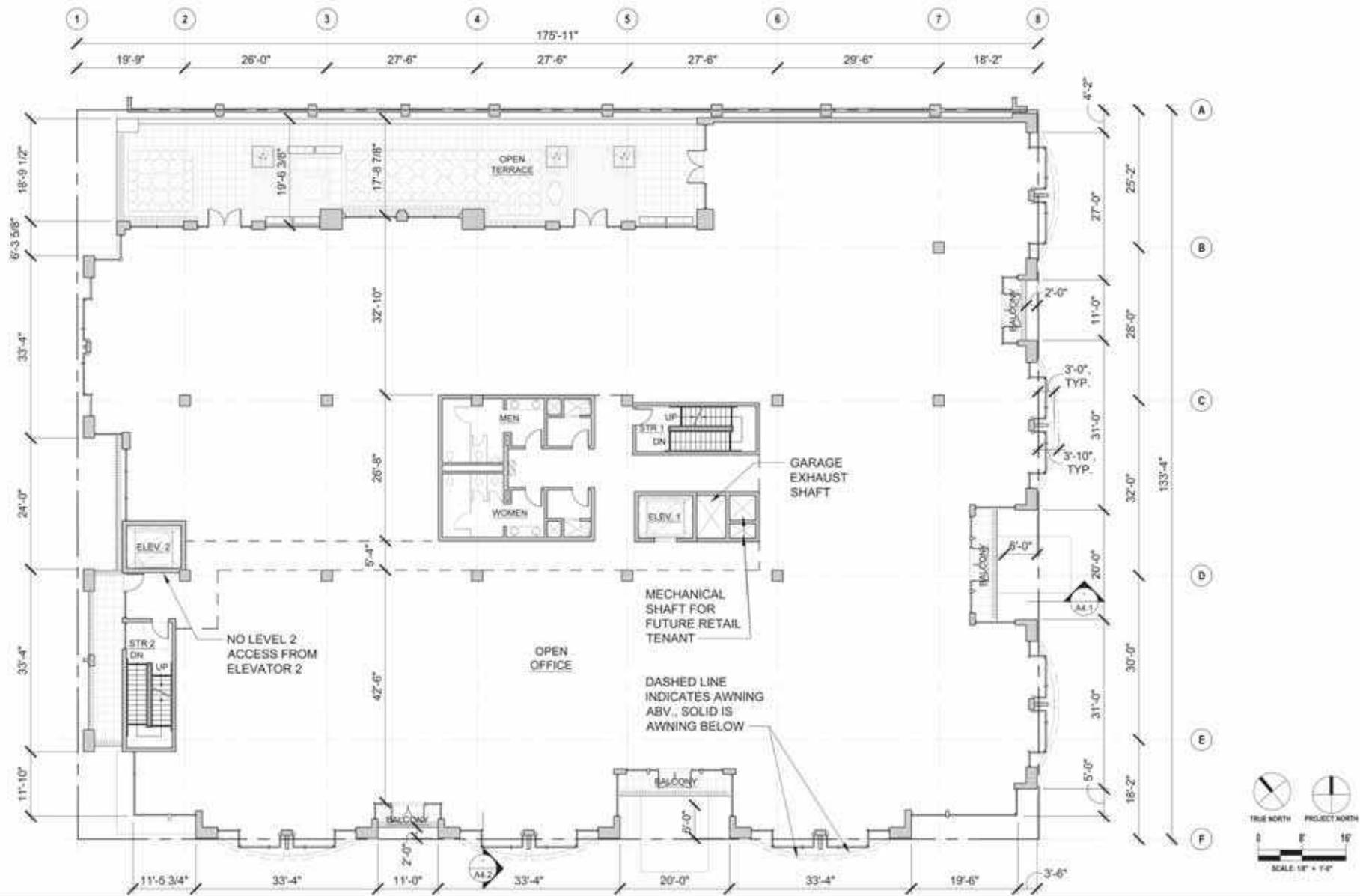
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## GROUND FLOOR PLAN

A 1.1  
November 25, 2019





FORM4 ARCHITECTURE • THE GUZZARDO PARTNERSHIP • KIER & WRIGHT • ADAPTURE • INTERFACE ENGINEERING

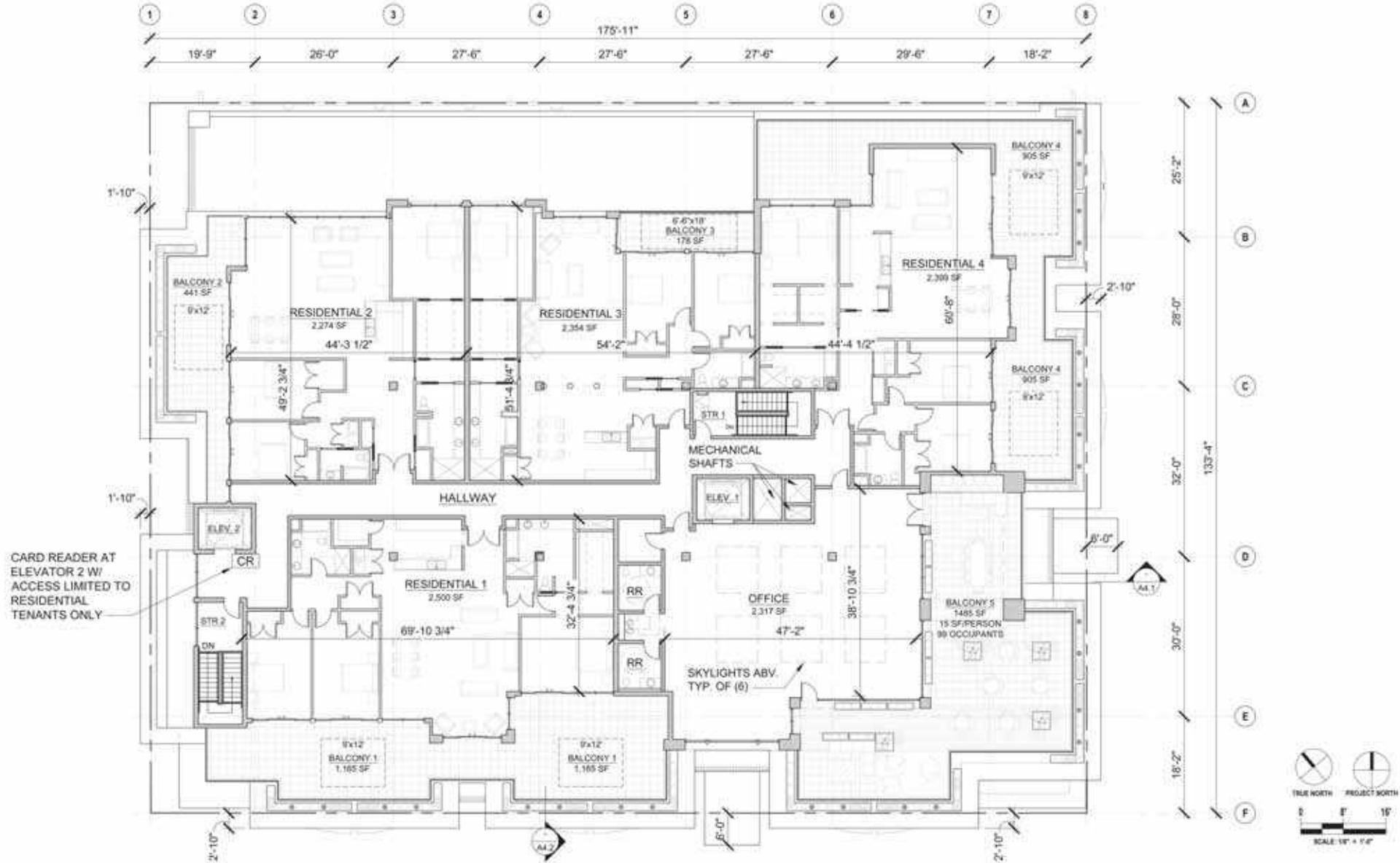
# 706 SANTA CRUZ AVE. MENLO PARK

Architectural Review  
706 Santa Cruz Ave., LLC.

## SECOND FLOOR PLAN

A 1.2  
November 25, 2019





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## 706 SANTA CRUZ AVE. MENLO PARK

Architectural Review  
706 Santa Cruz Ave., LLC.

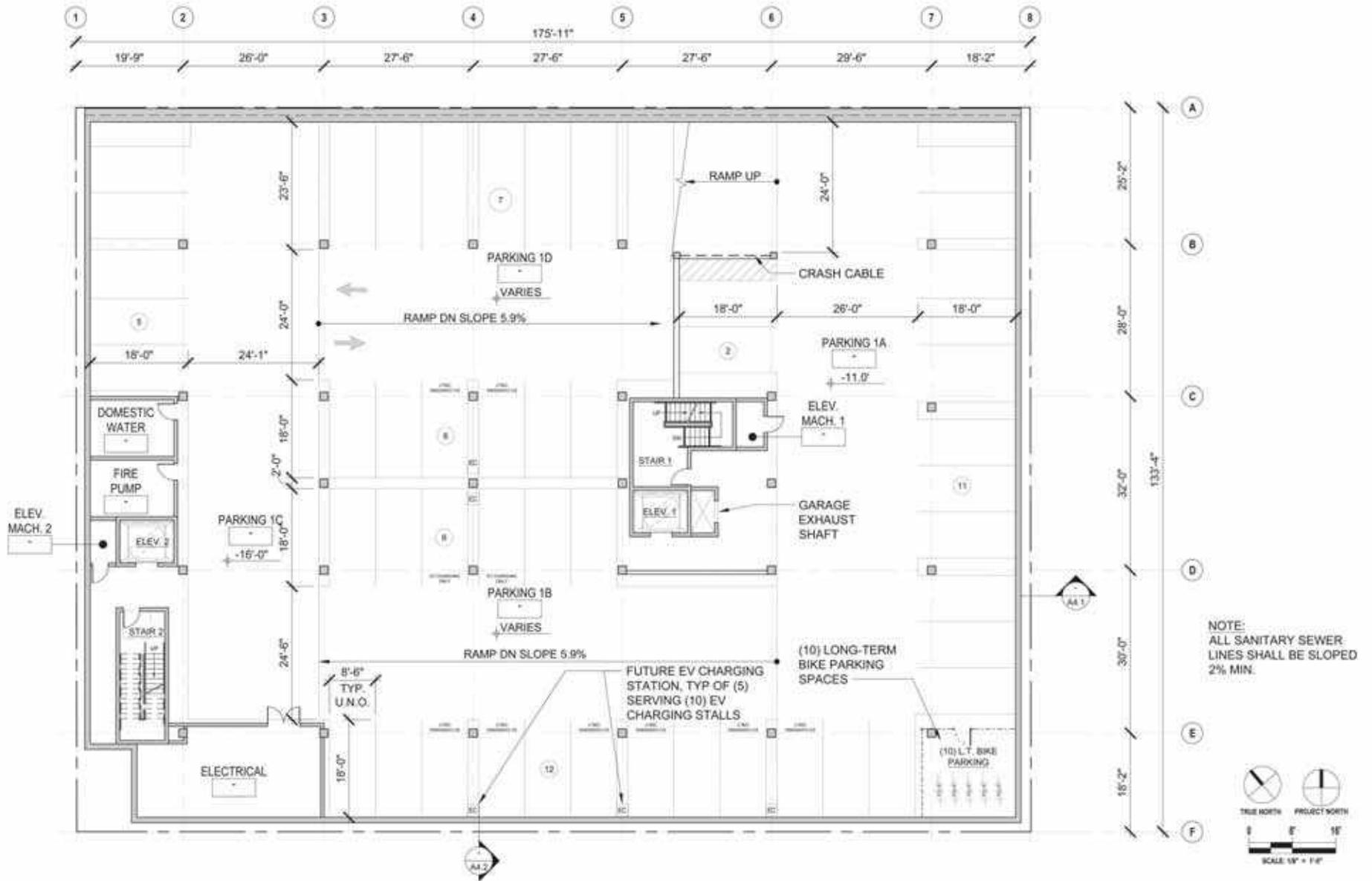
## THIRD FLOOR PLAN

A 1.3  
November 25, 2019









FORM4 ARCHITECTURE • THE GUZZARDO PARTNERSHIP • KIER & WRIGHT • ADAPTURE • INTERFACE ENGINEERING

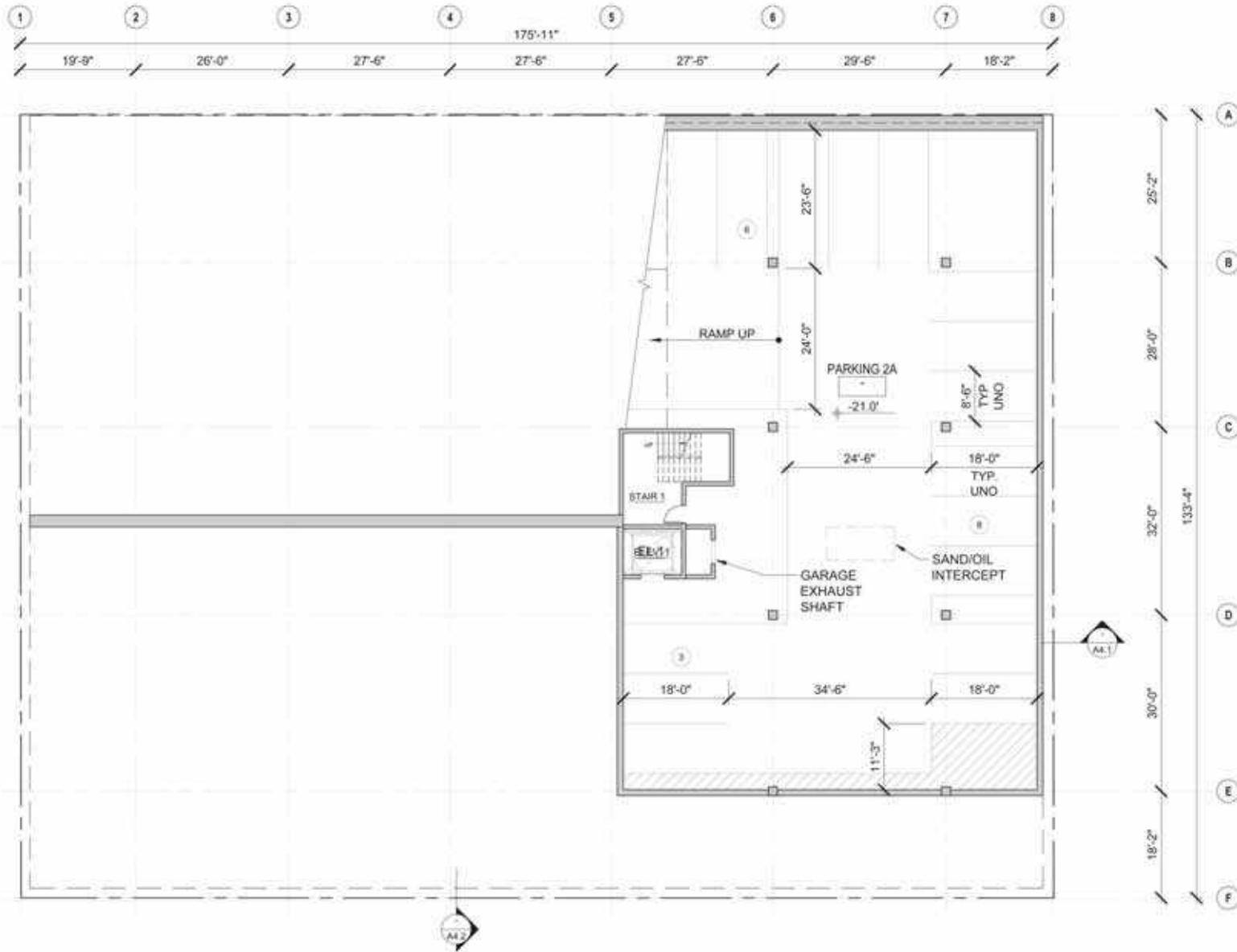
## 706 SANTA CRUZ AVE. MENLO PARK

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## PARKING LEVEL P1

A 1.5  
November 25, 2019





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# 706 SANTA CRUZ AVE. MENLO PARK

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## PARKING LEVEL P2

A 1.6  
November 25, 2019





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## 706 SANTA CRUZ AVE. MENLO PARK

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### SANTA CRUZ RENDERING

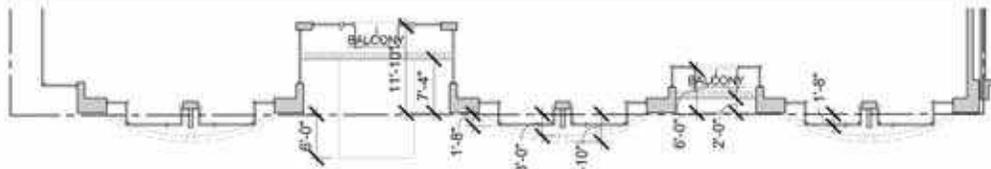
A 2.1  
November 25, 2019



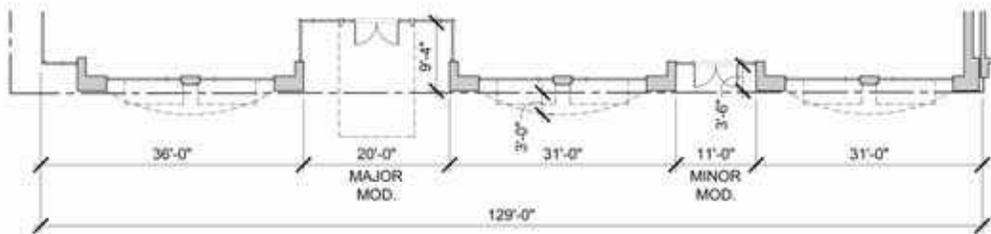


- 37'-9" (EL: 113.485')  
ROOF HEIGHT  
(MPPC E.3.2)
- 27'-6" (EL: 103.28')  
THIRD FLOOR
- 15'-0" (EL: 90.78')  
SECOND FLOOR
- 0'-3" (EL: 75.54')  
FIRST FLOOR  
LEVEL 1A
- 0'-3 3/4" (EL: 75.495')  
AVERAGE NATURAL  
GRADE

EAST ELEVATION



SECOND FLOOR



FIRST FLOOR





FORM4 ARCHITECTURE • THE GUZZARDO PARTNERSHIP • KIER & WRIGHT • ADAPTURE • INTERFACE ENGINEERING

# 706 SANTA CRUZ AVE. MENLO PARK

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## CHESTNUT STREET RENDERING

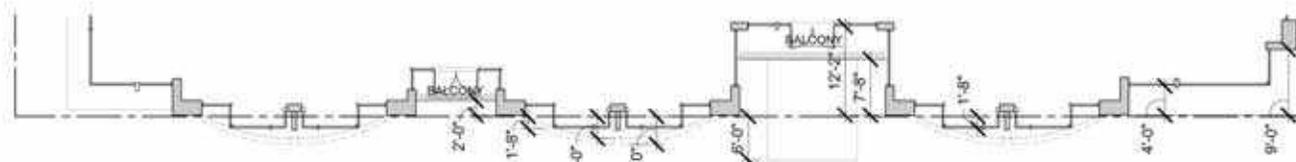
A 2.3  
November 25, 2019



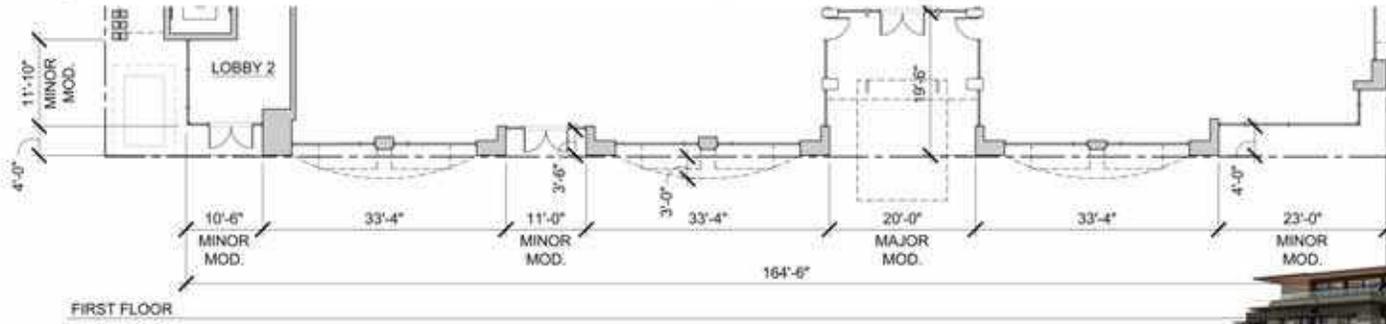


- + 37'-9" (EL. 113.495') ROOF HEIGHT (MPPC E.3.2)
- + 27'-6" (EL. 103.28') THIRD FLOOR
- + 15'-0" (EL. 90.78') SECOND FLOOR
- 0'-0" (EL. 75.78') FIRST FLOOR LEVEL 1B
- 0'-3" (EL. 75.54') FIRST FLOOR LEVEL 1A
- 0'-3 3/4" (EL. 75.495') AVERAGE NATURAL GRADE

SOUTH ELEVATION



SECOND FLOOR



FIRST FLOOR



FORM4 ARCHITECTURE • THE GUZZARDO PARTNERSHIP • KIER & WRIGHT • ADAPTURE • INTERFACE ENGINEERING

## 706 SANTA CRUZ AVE. MENLO PARK

Architectural Review  
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## CHESTNUT STREET ELEVATION & MODULATION ANALYSIS

A 2.4  
November 25, 2019





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## 706 SANTA CRUZ AVE. MENLO PARK

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## CHESTNUT LANE RENDERING

A 2.5  
November 25, 2019

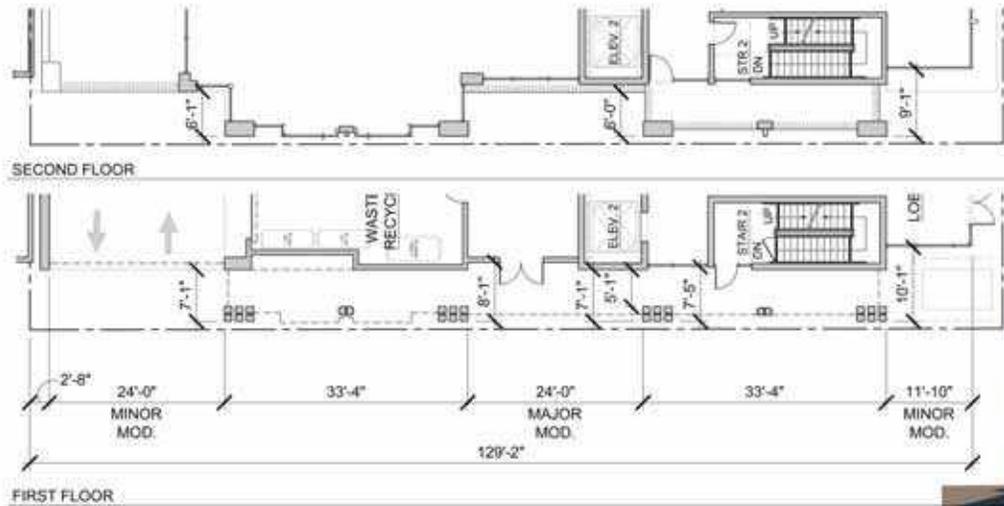






WEST ELEVATION

- + 37'-9" (EL: 113.495')  
ROOF HEIGHT  
(MPPC E.3.2)
- + 27'-6" (EL: 103.28')  
THIRD FLOOR
- + 15'-0" (EL: 90.78')  
SECOND FLOOR
- 0'-0" (EL: 75.78')  
FIRST FLOOR  
LEVEL 1A
- 0'-3 3/4" (EL: 75.495')  
AVERAGE NATURAL  
GRADE



FORM4 ARCHITECTURE • THE GUZZARDO PARTNERSHIP • KIER & WRIGHT • ADAPTURE • INTERFACE ENGINEERING

## 706 SANTA CRUZ AVE. MENLO PARK

Architectural Review  
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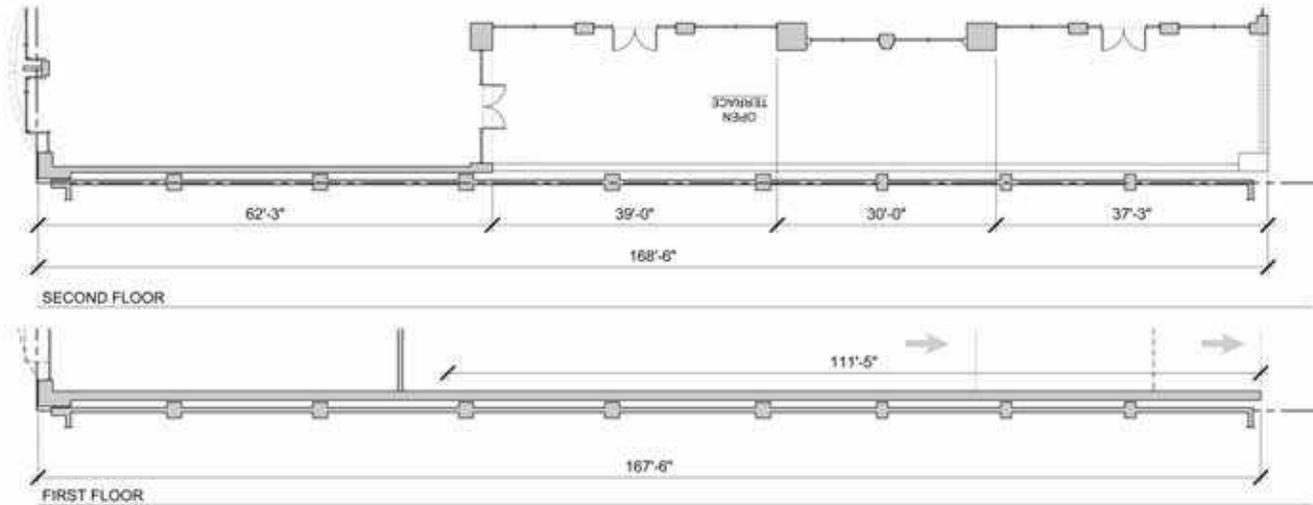
## CHESTNUT LANE ELEVATION & MODULATION ANALYSIS

A 2.6  
November 25, 2019





NORTH ELEVATION



CLEAR GLASS  
GUARDRAIL W/  
STAINLESS  
STEEL TOP RAIL

HIGH-PERFORMANCE  
CLEAR GLASS

LIGHT BEIGE STONE



EAST ELEVATION

WARM GRAY STONE

DARK BROWN METAL PANEL ROOF  
OVERHANG / SUNSHADE

STAINED WOOD SOFFIT, TYP. AT 3rd  
FLOOR SOFFITS

DARK GRAY METAL PLANTERS

MEDIUM BEIGE STONE

DARK BROWN METAL GUARDRAIL

DARK BROWN METAL PANEL FASCIA

DARK BROWN MULLIONS & DOORS

MEDIUM BEIGE STONE

STAINED WOOD  
SOFFIT, TYP. AT 3rd  
FLOOR SOFFITS

LIGHT BEIGE STONE

ROLL-UP GARAGE  
DOOR, DARK BROWN  
METAL TO MATCH  
WINDOW MULLIONS

MEDIUM BEIGE STONE



WEST ELEVATION

WARM GRAY STONE

CLEAR GLASS GUARDRAIL W/  
STAINLESS STEEL TOP RAIL

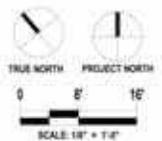
DARK BROWN METAL PANEL  
SUNSHADES & FASCIA

DARK BROWN METAL GUARDRAIL

DARK BROWN METAL PANELS

HIGH-PERFORMANCE CLEAR GLASS

DARK BROWN METAL DOORS





**SOUTH ELEVATION SUMMARY**

GROSS SURFACE AREA	2,487 SF
OPAQUE SURFACES	843 SF = 34%
TRANSPARENT SURFACES	1,639 SF = 66%

**EAST ELEVATION SUMMARY**

GROSS SURFACE AREA	1,995 SF
OPAQUE SURFACES	767 SF = 38%
TRANSPARENT SURFACES	1,288 SF = 62%

**WEST ELEVATION SUMMARY**

GROSS SURFACE AREA	672 SF
OPAQUE SURFACES	324 SF = 48%
TRANSPARENT SURFACES	348 SF = 52%

**FACADE TREATMENT**





**SOUTH ELEVATION SUMMARY**

PRIMARY FACADE AREA	2,038 SF
PROJECTION AREA	662 SF
PERCENT OF FACADE AREA	32.5%

**EAST ELEVATION SUMMARY**

PRIMARY FACADE AREA	1,919 SF
PROJECTION AREA	646 SF
PERCENT OF FACADE AREA	33.7%

**FACADE PROJECTIONS**

- PRIMARY BUILDING FACADE
- FACADE PROJECTION





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 Architectural Review  
 706 Santa Cruz Ave., LLC

**MATERIALS AND COLOR BOARD**



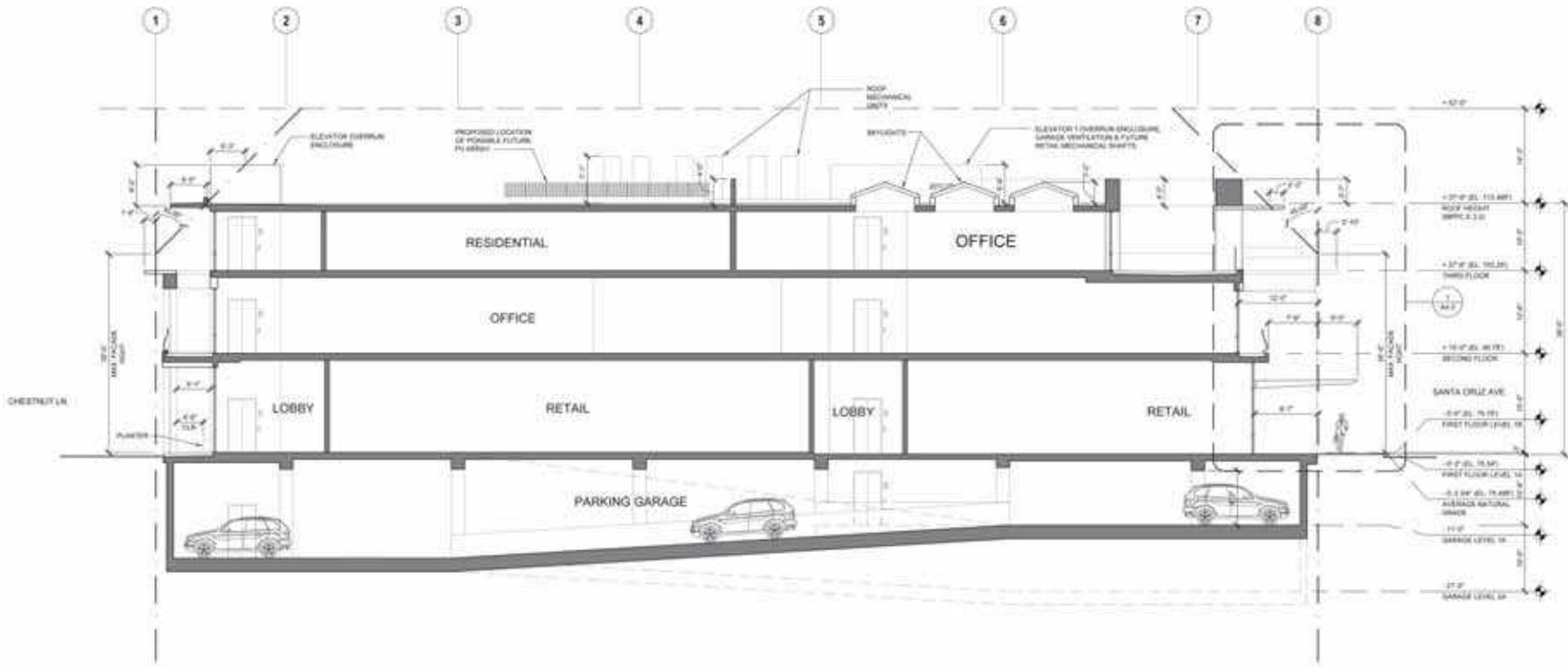
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**MATERIAL & COLOR BOARD**

A 3.4  
 November 25, 2019





FORM4 ARCHITECTURE • THE GUZZARDO PARTNERSHIP • KIER & WRIGHT • ADAPTURE • INTERFACE ENGINEERING

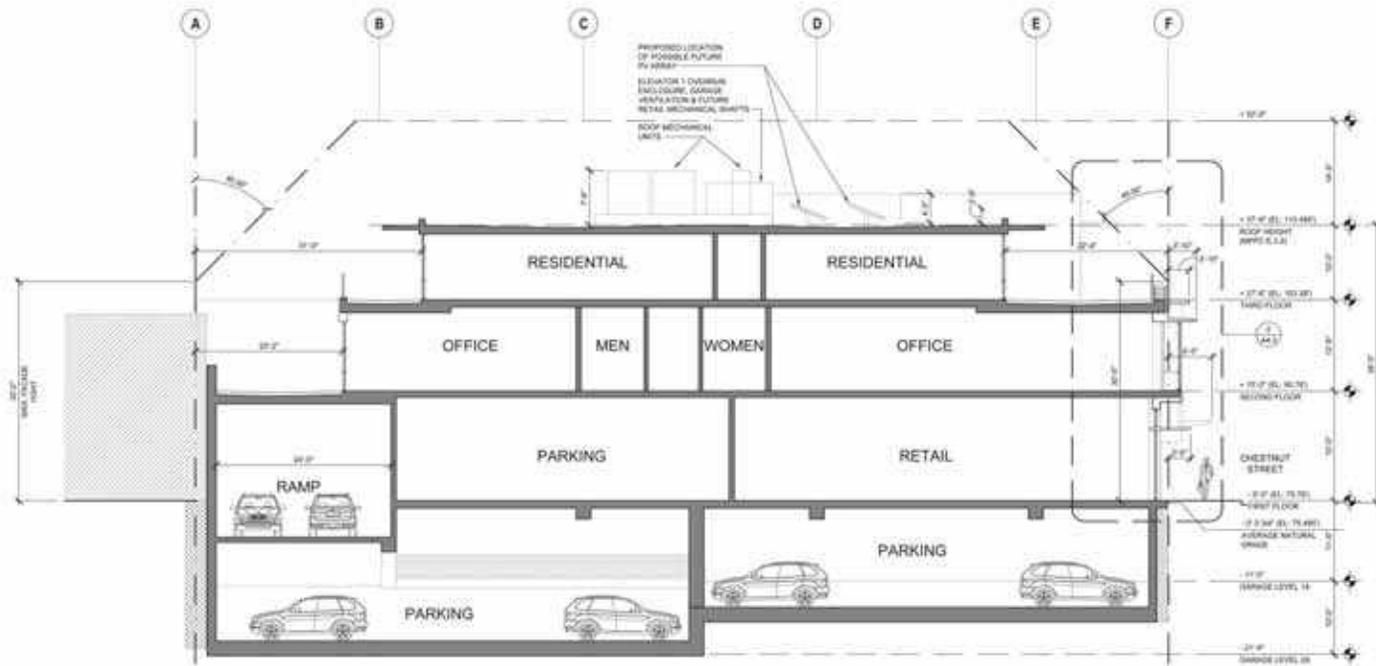
# 706 SANTA CRUZ AVE. MENLO PARK

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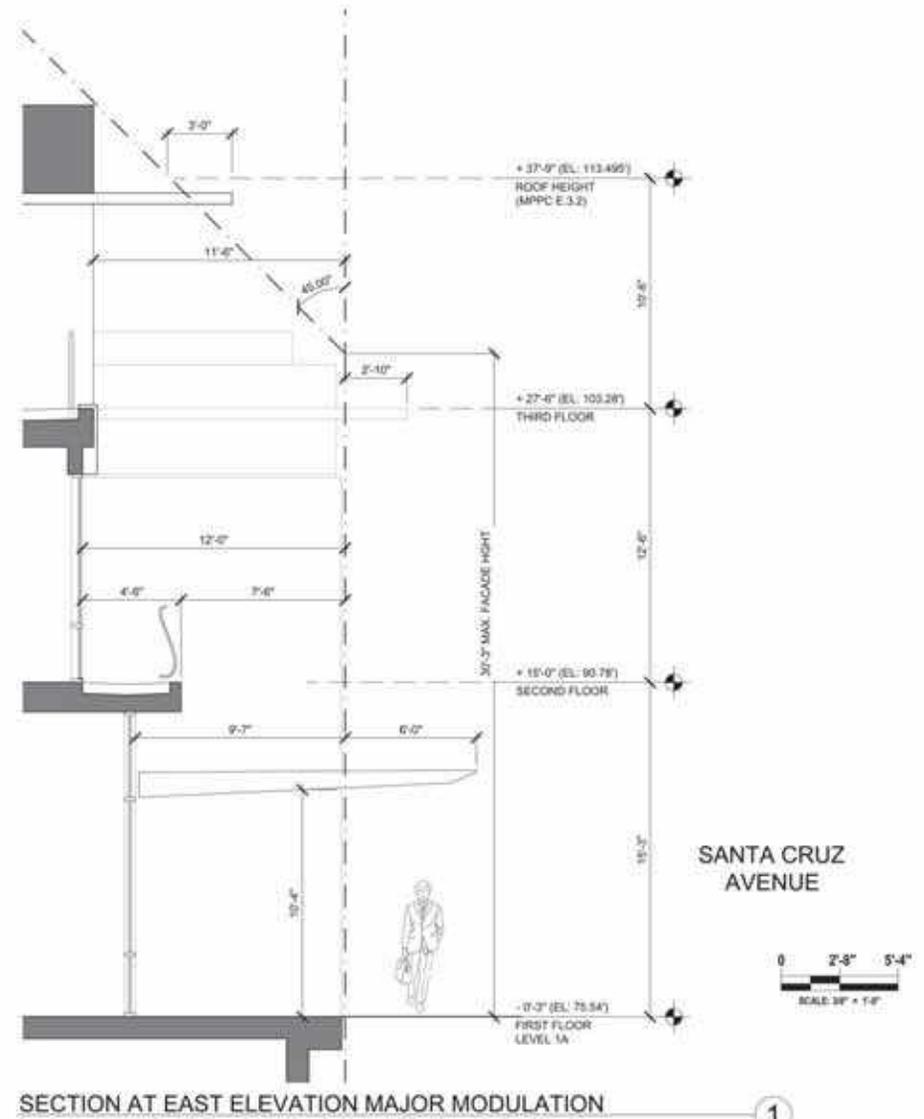
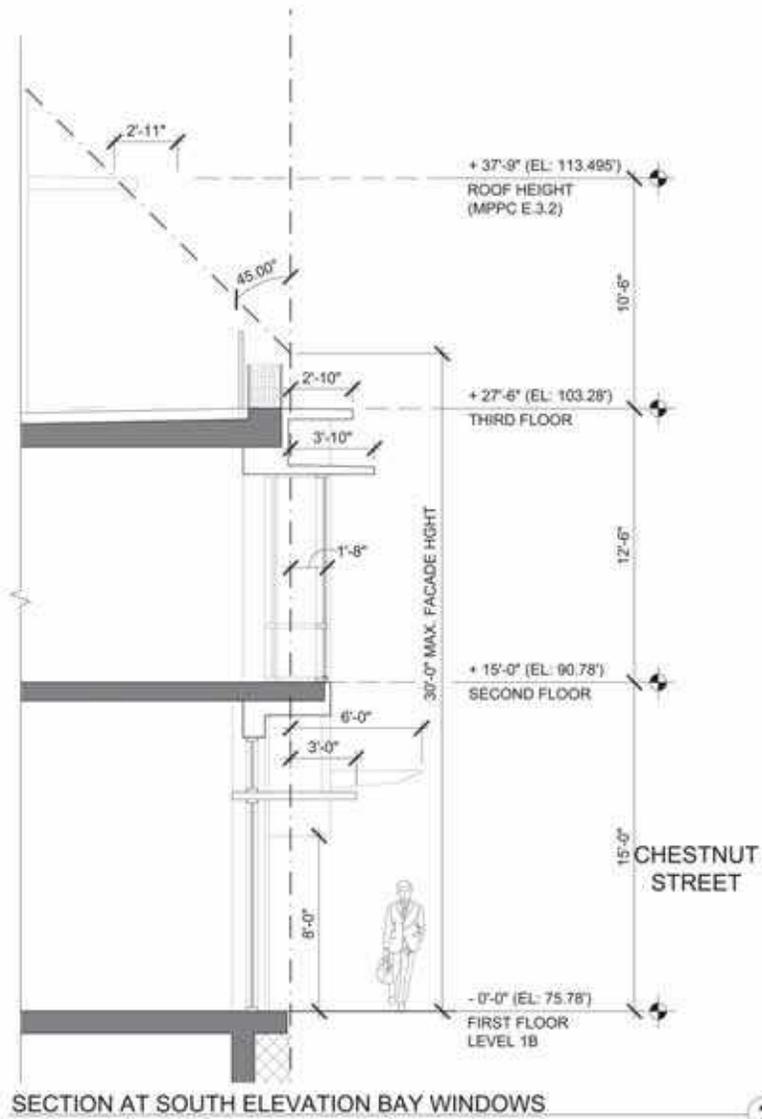
## BUILDING SECTIONS & HEIGHT ANALYSIS

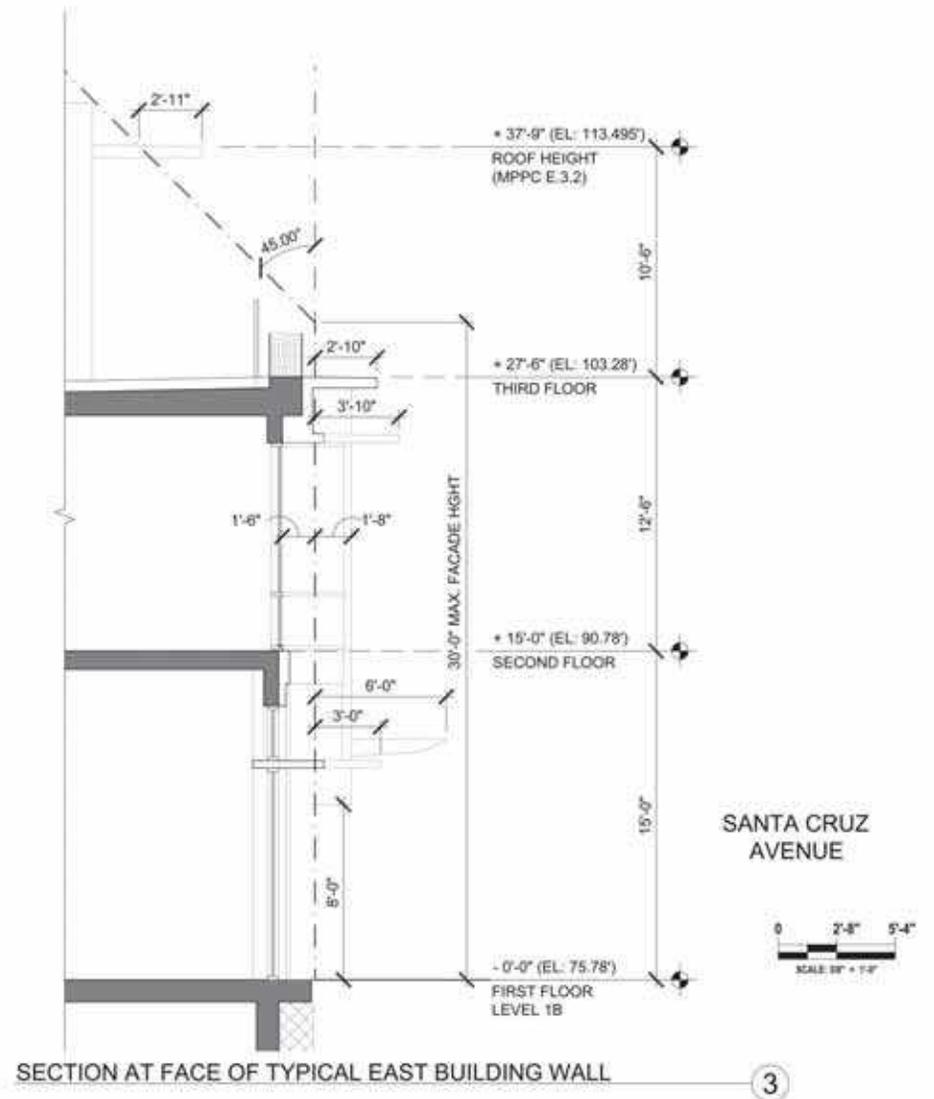
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November 25, 2019

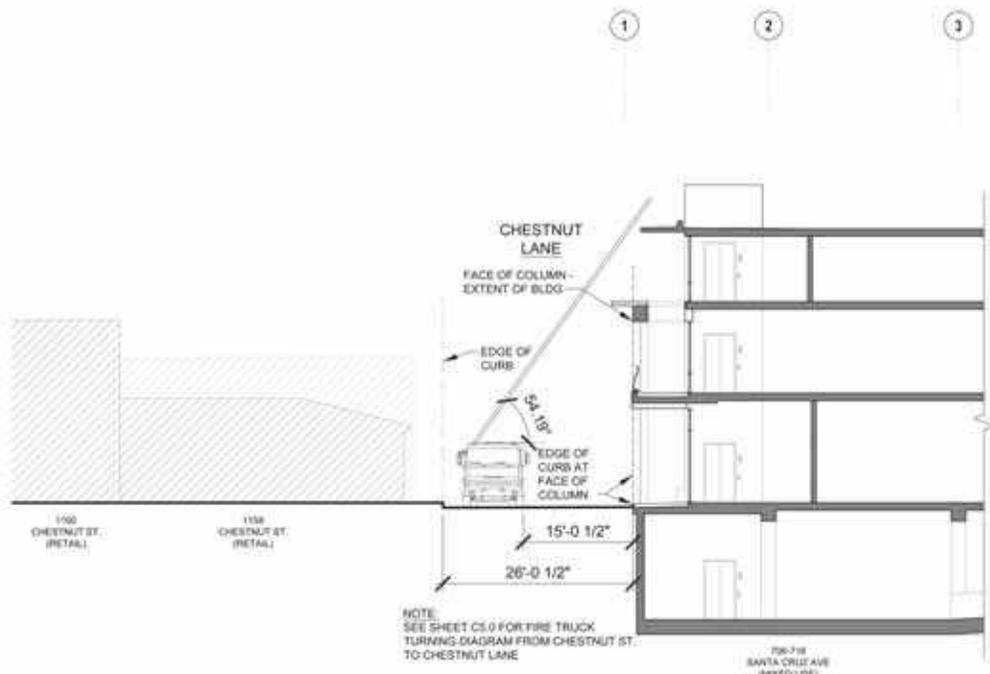




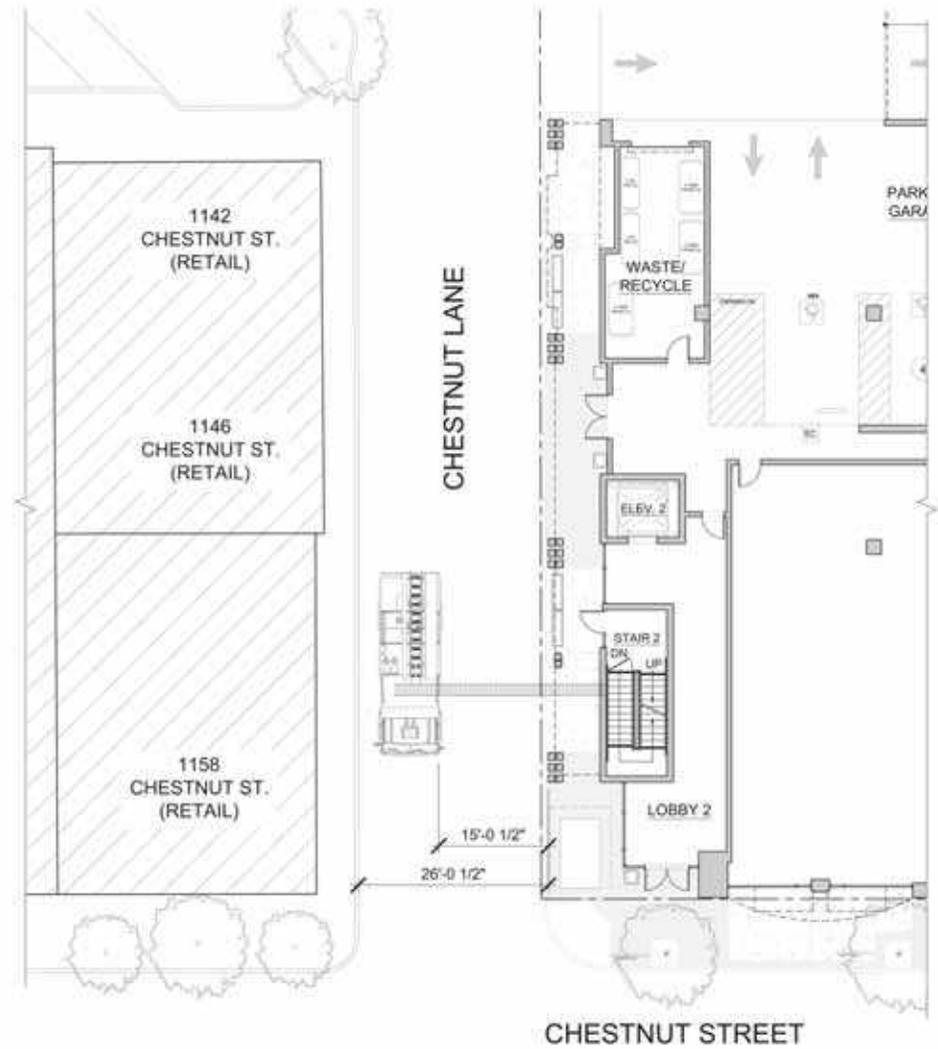






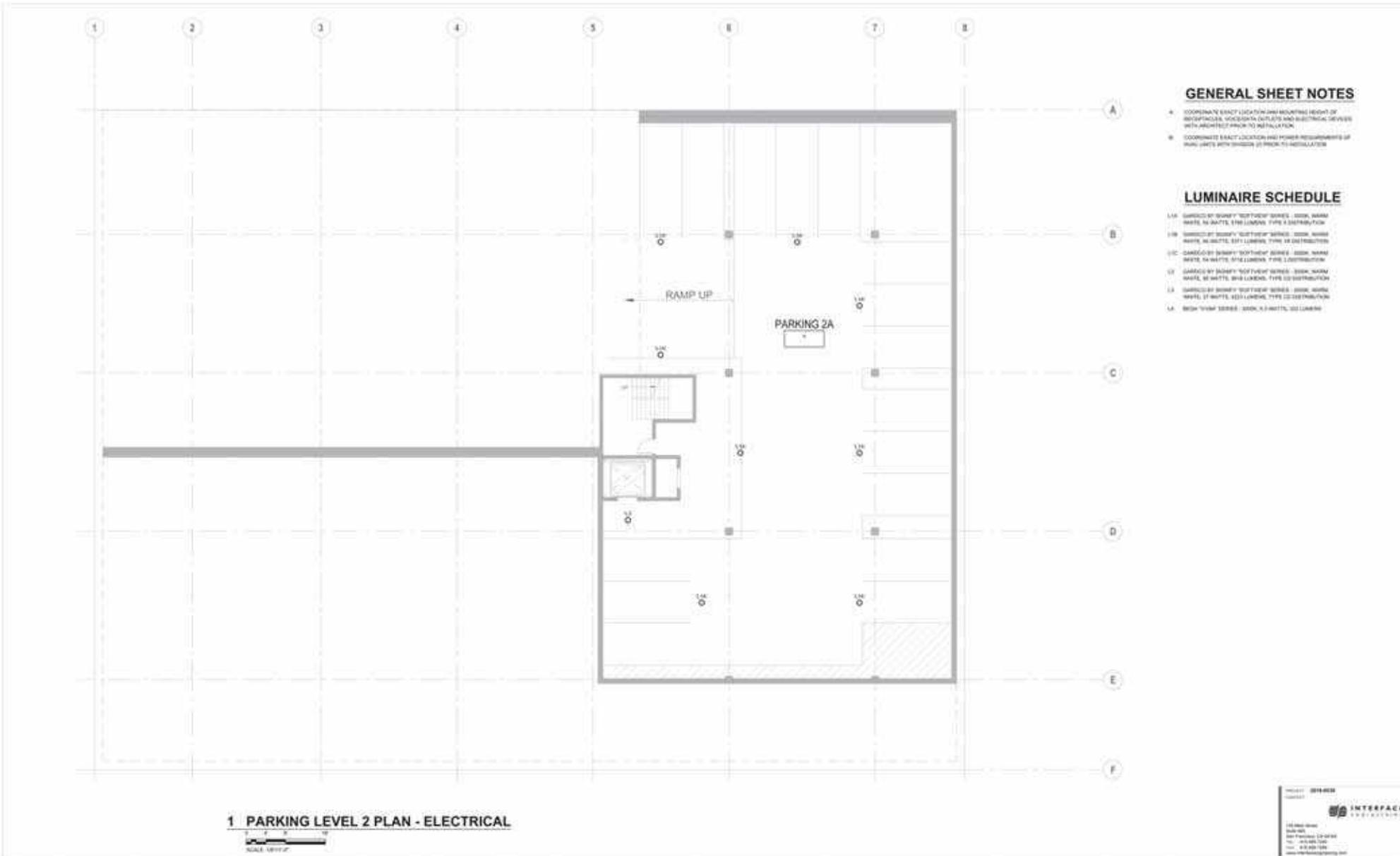


CHESTNUT LANE FIRE TRUCK ACCESS DIAGRAM - PARTIAL SECTION



CHESTNUT LANE FIRE TRUCK ACCESS DIAGRAM - PARTIAL SITE PLAN





**GENERAL SHEET NOTES**

- 4. COORDINATE EXACT LOCATION AND MOUNTING HEIGHT OF RECEPTACLES, SWITCHES, OUTLETS AND ELECTRICAL DEVICES WITH ARCHITECTURAL INSTALLATION
- 5. COORDINATE EXACT LOCATION AND POWER REQUIREMENTS OF MAIN PANELS WITH STRUCTURE OR MECHANICAL INSTALLATION

**LUMINAIRE SCHEDULE**

- L1A. GARAGE BY QUARRY "DOT" TYPE SERIES - 3000K, 30W/40W, 14" Wx14" H, 85% LUMENS, TYPE 1 DISTRIBUTION
- L1B. GARAGE BY QUARRY "DOT" TYPE SERIES - 3000K, 30W/40W, 14" Wx14" H, 85% LUMENS, TYPE 1 DISTRIBUTION
- L1C. GARAGE BY QUARRY "DOT" TYPE SERIES - 3000K, 30W/40W, 14" Wx14" H, 85% LUMENS, TYPE 1 DISTRIBUTION
- L1D. GARAGE BY QUARRY "DOT" TYPE SERIES - 3000K, 30W/40W, 14" Wx14" H, 85% LUMENS, TYPE 1 DISTRIBUTION
- L1E. GARAGE BY QUARRY "DOT" TYPE SERIES - 3000K, 30W/40W, 14" Wx14" H, 85% LUMENS, TYPE 1 DISTRIBUTION
- L1F. BRUSH "TRUMP" SERIES - 3000K, 13" Wx14" H, 85% LUMENS

**1 PARKING LEVEL 2 PLAN - ELECTRICAL**  
 SCALE: 1/8" = 1'-0"

PROJECT: 2019-0013  
 INTERFACE ENGINEERING  
 1450 Wood Street  
 San Francisco, CA 94116  
 Tel: 415.445.1200  
 Fax: 415.445.1204  
 www.interfaceengineering.com

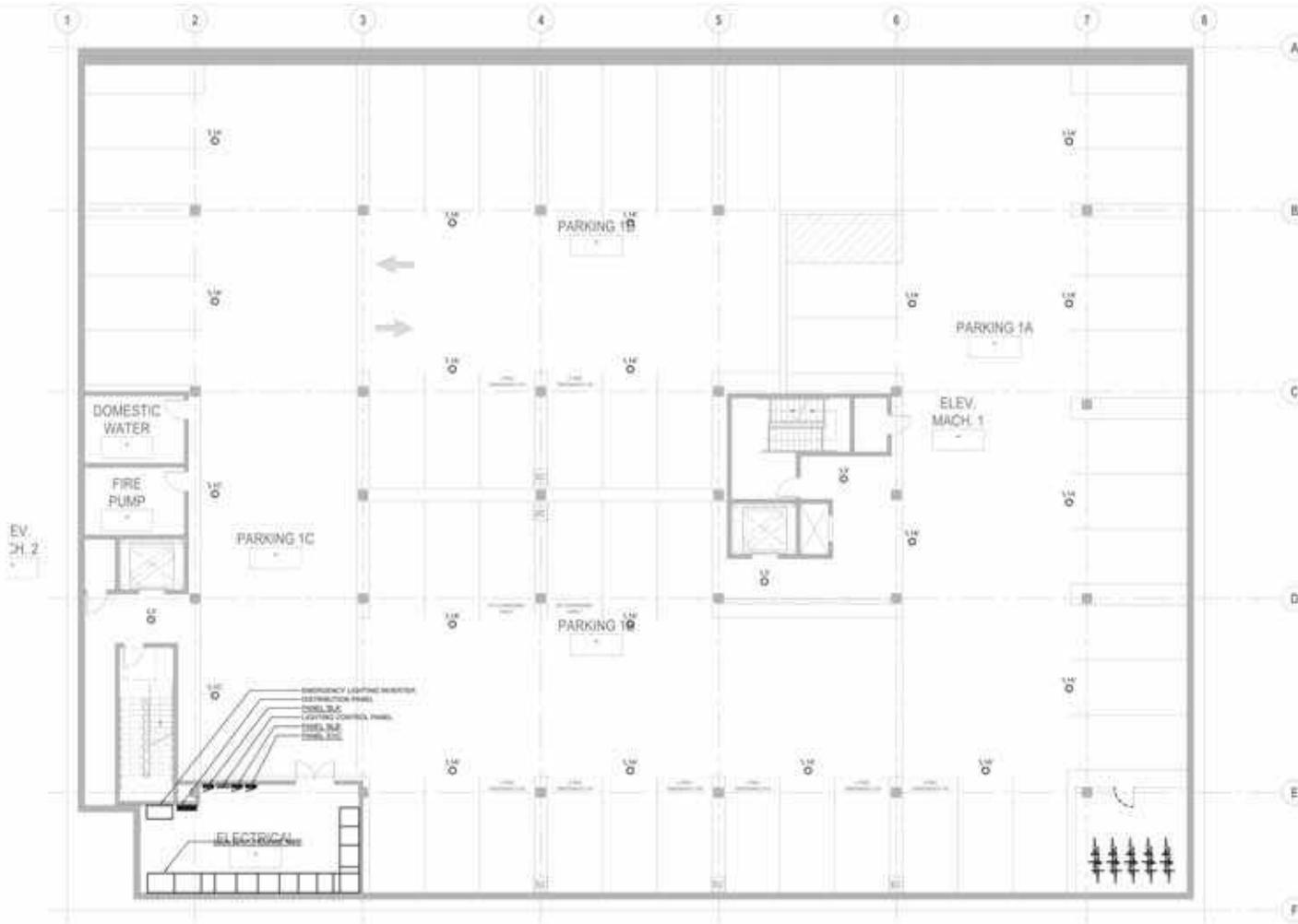
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**PARKING LEVEL 2 PLAN - ELECTRICAL**

E 2.0  
 November 25, 2019





**1 BASEMENT PLAN - ELECTRICAL**

**GENERAL SHEET NOTES**

- 1. COORDINATE EXACT LOCATION AND MOUNTING HEIGHT OF RECEPTACLES, SWITCHES, LA BULBS AND DISTRIBUTION DEVICES WITH ARCHITECT FROM FS INSTALLATION.
- 2. COORDINATE EXACT LOCATION AND POWER REQUIREMENTS OF EQUIPMENT WITH MECHANICAL ENGINEER'S INSTALLATION.

**LUMINAIRE SCHEDULE**

- L1A. GARAGE BY SONYBY "NOTHEM" SERIES - 300W, 4000K WHITE, 24 WATTS, 8'x16' LUMINAIRE, TYPE 2 DISTRIBUTION.
- L1B. GARAGE BY SONYBY "NOTHEM" SERIES - 300W, 4000K WHITE, 48 WATTS, 8'x16' LUMINAIRE, TYPE 2 DISTRIBUTION.
- L1C. GARAGE BY SONYBY "NOTHEM" SERIES - 300W, 4000K WHITE, 24 WATTS, 8'x16' LUMINAIRE, TYPE 2 DISTRIBUTION.
- L1D. GARAGE BY SONYBY "NOTHEM" SERIES - 300W, 4000K WHITE, 48 WATTS, 8'x16' LUMINAIRE, TYPE 2 DISTRIBUTION.
- L1E. GARAGE BY SONYBY "NOTHEM" SERIES - 300W, 4000K WHITE, 48 WATTS, 8'x16' LUMINAIRE, TYPE 2 DISTRIBUTION.
- L1F. GARAGE BY SONYBY "NOTHEM" SERIES - 300W, 4000K WHITE, 48 WATTS, 8'x16' LUMINAIRE, TYPE 2 DISTRIBUTION.
- L1G. MECH ROOM SERIES - 300W, 4'x4' WATTS, 20' LUMINAIRE.

FORM4 ARCHITECTURE • THE GUZZARDO PARTNERSHIP • KIER & WRIGHT • ADAPTURE • INTERFACE ENGINEERING

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 Architectural Review  
 706 Santa Cruz Ave., LLC.

**PARKING LEVEL 1 PLAN - ELECTRICAL**

E 2.1  
 November 25, 2019

Project: 0114201  
 Client: **INTERFACE ENGINEERING**  
 1200 Main Street  
 San Francisco, CA 94102  
 Tel: 415.455.1500  
 Email: info@interface-engineering.com





FIXTURE L1A, L1B, L1C & L2

**GARDCO**  
by @tignity

Garage & Carport

LED

Garage & Carport LED lighting fixture with remote control dimmer and motion sensor. Available in multiple finishes and mounting options. The LED fixture is a compact series of design. Features include multiple output options for use in various applications and mounting options. The LED fixture is a compact series of design. Features include multiple output options for use in various applications and mounting options.

Model	Finish	Mounting	Dimensions (H x D)	Wattage	Notes
L1A	Brushed Nickel	Flush	4.5" x 4.5"	15W	
L1B	Brushed Nickel	Flush	4.5" x 4.5"	15W	
L1C	Brushed Nickel	Flush	4.5" x 4.5"	15W	
L2	Brushed Nickel	Flush	4.5" x 4.5"	15W	

**Planning guide**

**Notes**

FIXTURE L4

LED wall sconce

LED

LED wall sconce with remote control dimmer and motion sensor. Available in multiple finishes and mounting options. The LED fixture is a compact series of design. Features include multiple output options for use in various applications and mounting options.

Model	Finish	Mounting	Dimensions (H x D)	Wattage	Notes
L4	Brushed Nickel	Flush	4.5" x 4.5"	15W	

**Planning guide**

**Notes**







FORM4 ARCHITECTURE • THE GUZZARDO PARTNERSHIP • KIER & WRIGHT • ADAPTURE • INTERFACE ENGINEERING

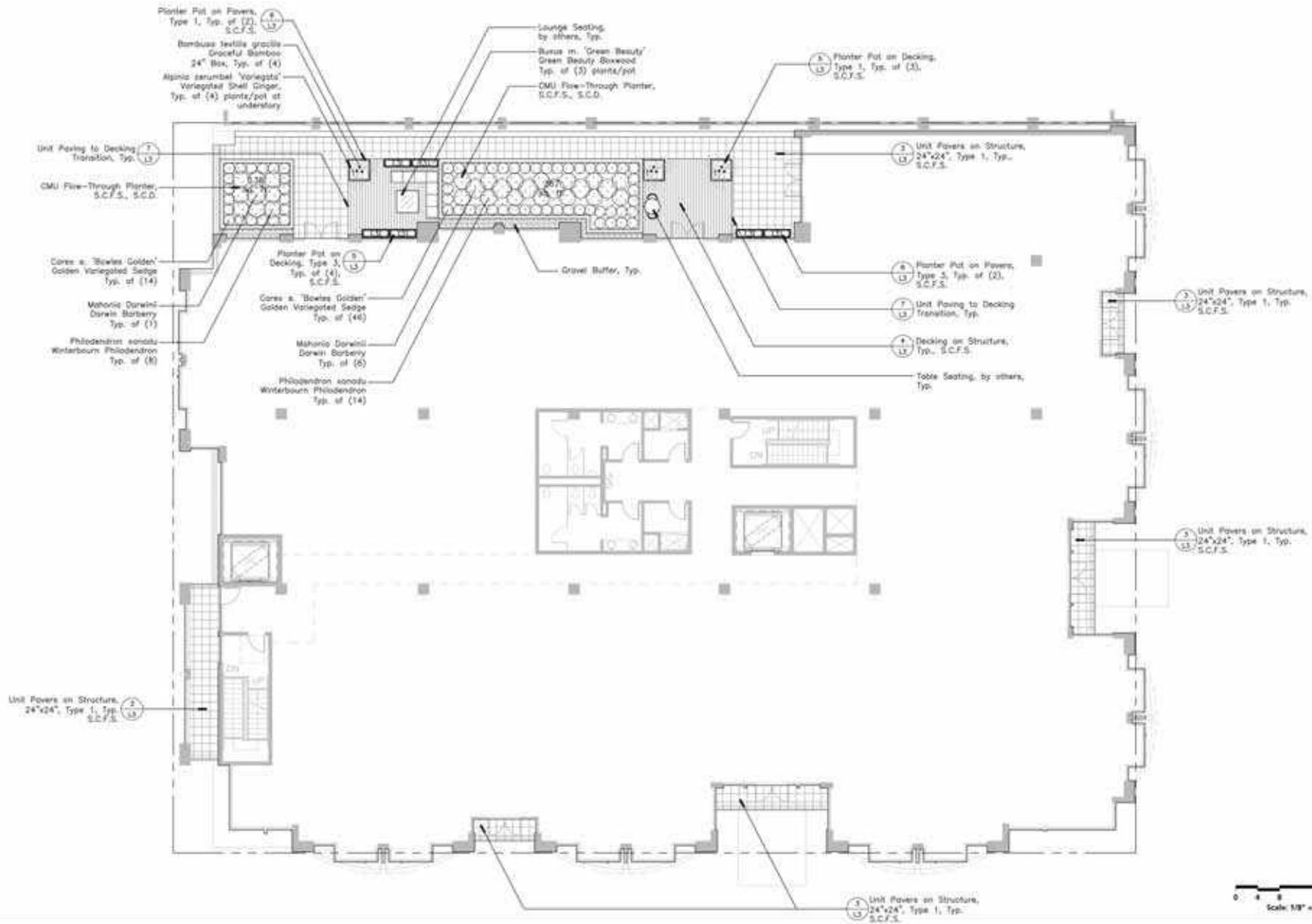
**706 SANTA CRUZ AVE. MENLO PARK**  
 Architectural Review  
 706 Santa Cruz Ave., LLC.



**LEVEL 1- LANDSCAPE PLAN**

L 2.1  
 November 25, 2019





FORM4 ARCHITECTURE • THE GUZZARDO PARTNERSHIP • KIER & WRIGHT • ADAPTURE • INTERFACE ENGINEERING

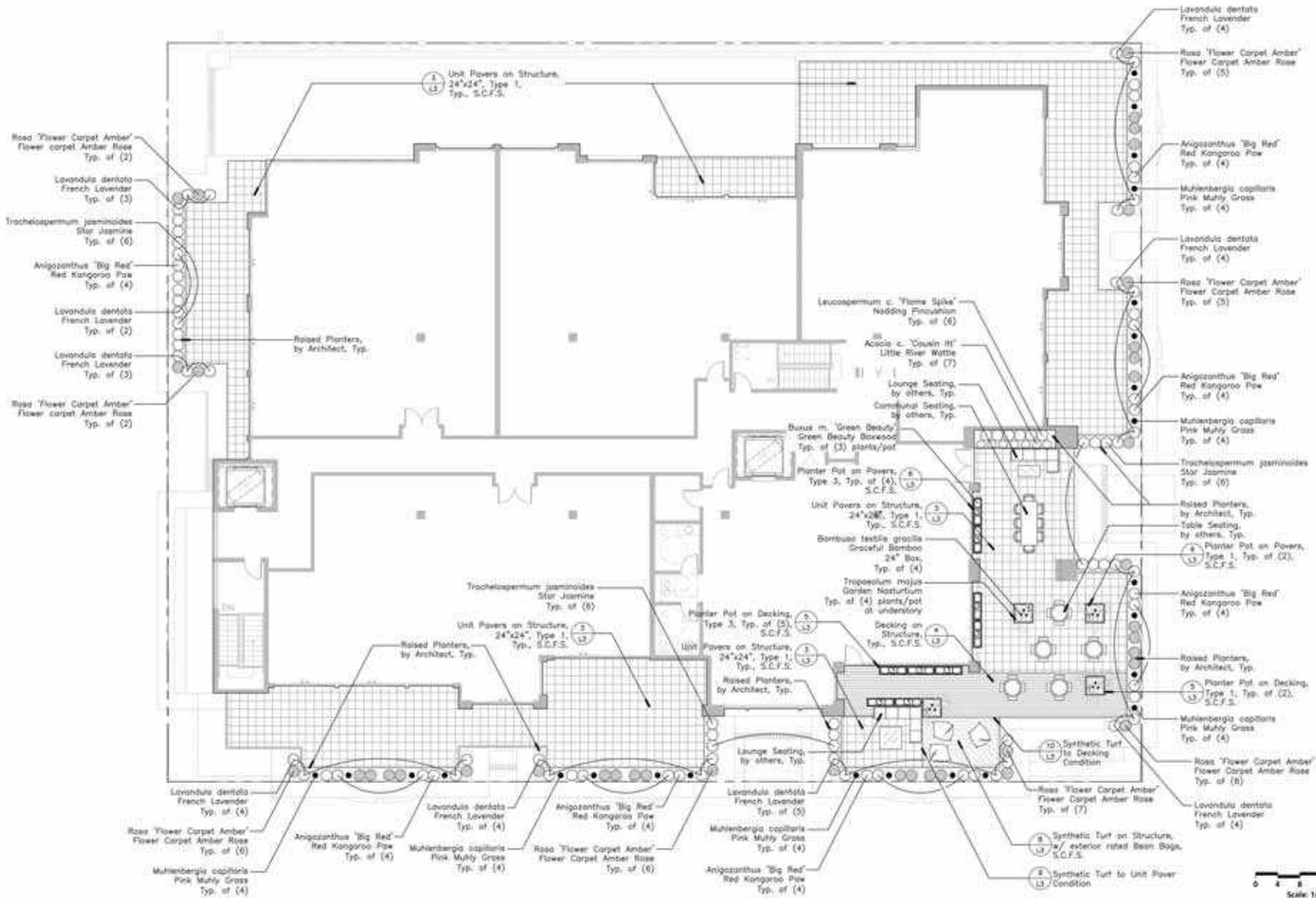
**706 SANTA CRUZ AVE. MENLO PARK**  
 Architectural Review  
 706 Santa Cruz Ave., LLC.



**LEVEL 2- LANDSCAPE PLAN**

L 2.2  
 November 25, 2019





FORM4 ARCHITECTURE • THE GUZZARDO PARTNERSHIP • KIER & WRIGHT • ADAPTURE • INTERFACE ENGINEERING

# 706 SANTA CRUZ AVE. MENLO PARK

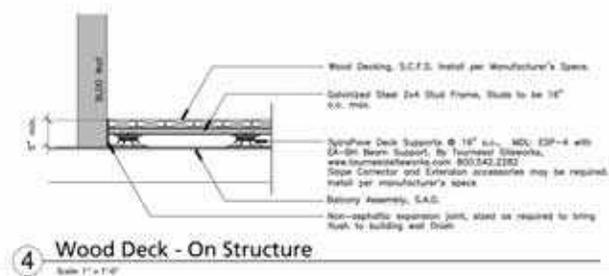
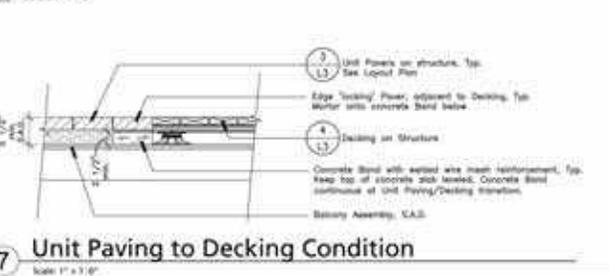
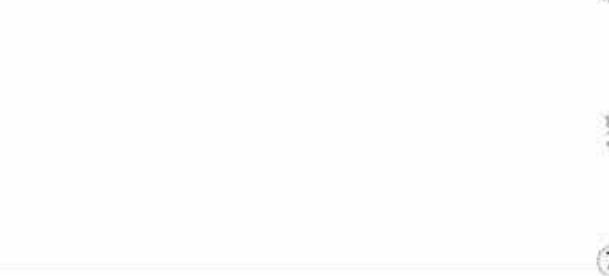
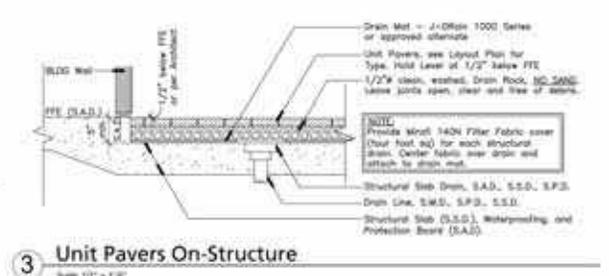
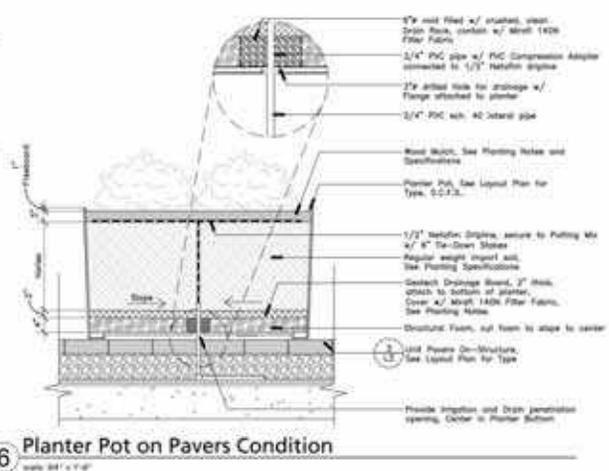
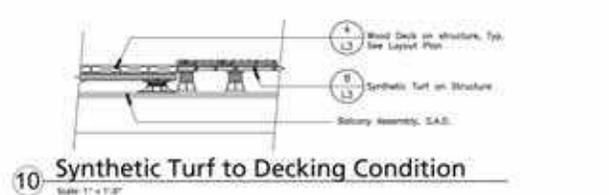
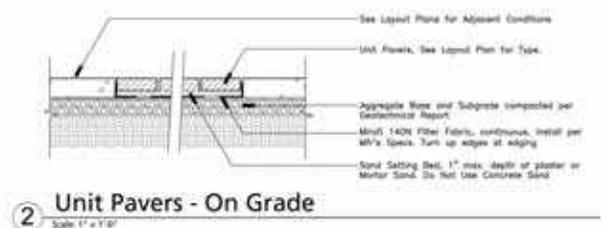
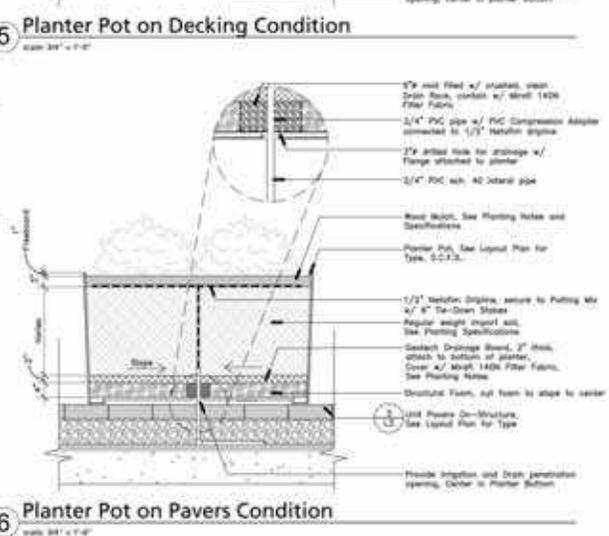
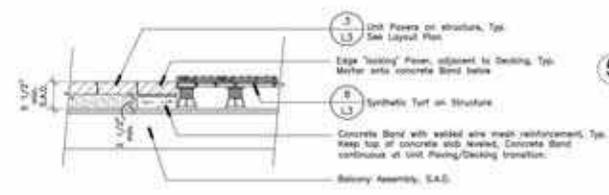
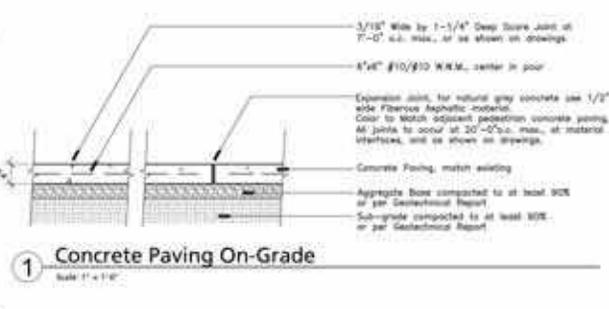
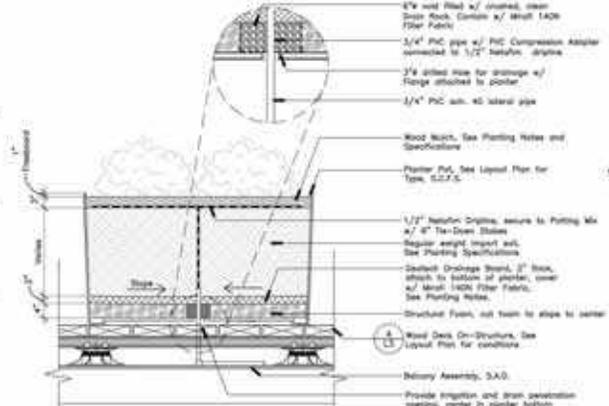
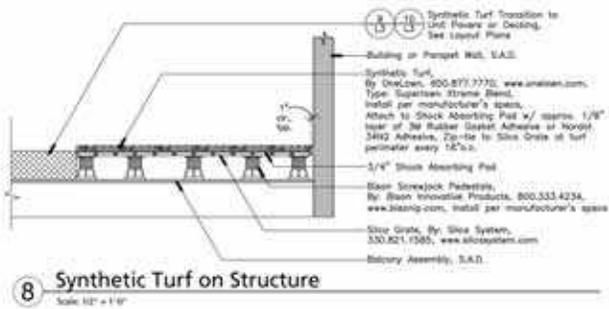
Architectural Review  
706 Santa Cruz Ave., LLC.



## LEVEL 3- LANDSCAPE PLAN

L 2.3  
November 25, 2019





Tag No.	Botanical Name	Common Name	Trunk Diameter (in.)	Remove	Retain
1	Thuja occidentalis	Liberica Linden	10	x	
2	Ligustrum lucidum	Chinese Myrtle	7	x	
3	Ligustrum lucidum	Chinese Myrtle	6	x	
4	Pithecolobium umbellatum	Victorian Bee	11	x	
5	Pithecolobium umbellatum	Victorian Bee	10	x	
6	Thuja occidentalis	Liberica Linden	12	x	
7	Pinus attenuata	Flowering Pine	2	x	
8	Pinus attenuata	Flowering Pine	2	x	
9	Pinus latifolia	Flowering Pine	3	x	
10	Pithecolobium umbellatum	Victorian Bee	16		v
11	Pithecolobium umbellatum	Victorian Bee	12		v
12	Ulmus americana	California Elm Tree	29		v
13	Maecadia grandiflora	Southern Magnolia	13		v
14	Quercus agrifolia	Coastal Oak	26		v
15	Prunella americana	Cherry Prunella	2		v

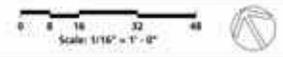
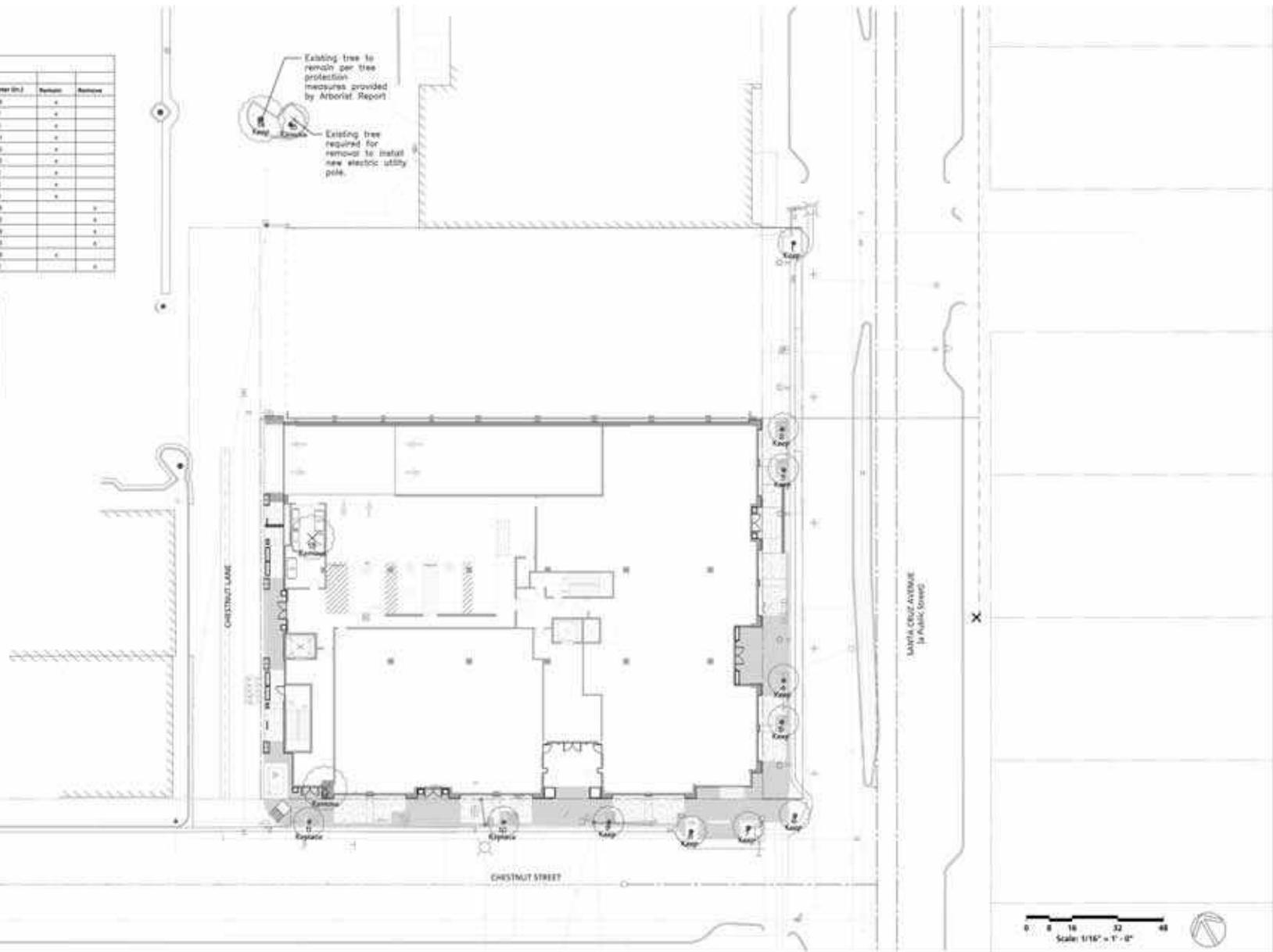
EXISTING AND PROPOSED TREES	
Total Existing Trees	15
Total Existing Trees to be Removed	9
Total Existing Trees to be Retain	6
Total Proposed Trees	12
Net Total Trees for Project	22

**TREE DISPOSITION LEGEND**

(X) Existing Tree to be removed

(V) Existing Tree to be Retain

NOTE: Tree Disposition Plan has been prepared based on Arbovit Report prepared by David J. Rader. See Arbovit Report for more information. Also, see site plan for more information about the project.



FORM4 ARCHITECTURE • THE GUZZARDO PARTNERSHIP • KIER & WRIGHT • ADAPTURE • INTERFACE ENGINEERING

**706 SANTA CRUZ AVE. MENLO PARK**  
 Architectural Review  
 706 Santa Cruz Ave., LLC.



TREE DISPOSITION PLAN

L 4.0  
 November 25, 2019





**LEGEND**

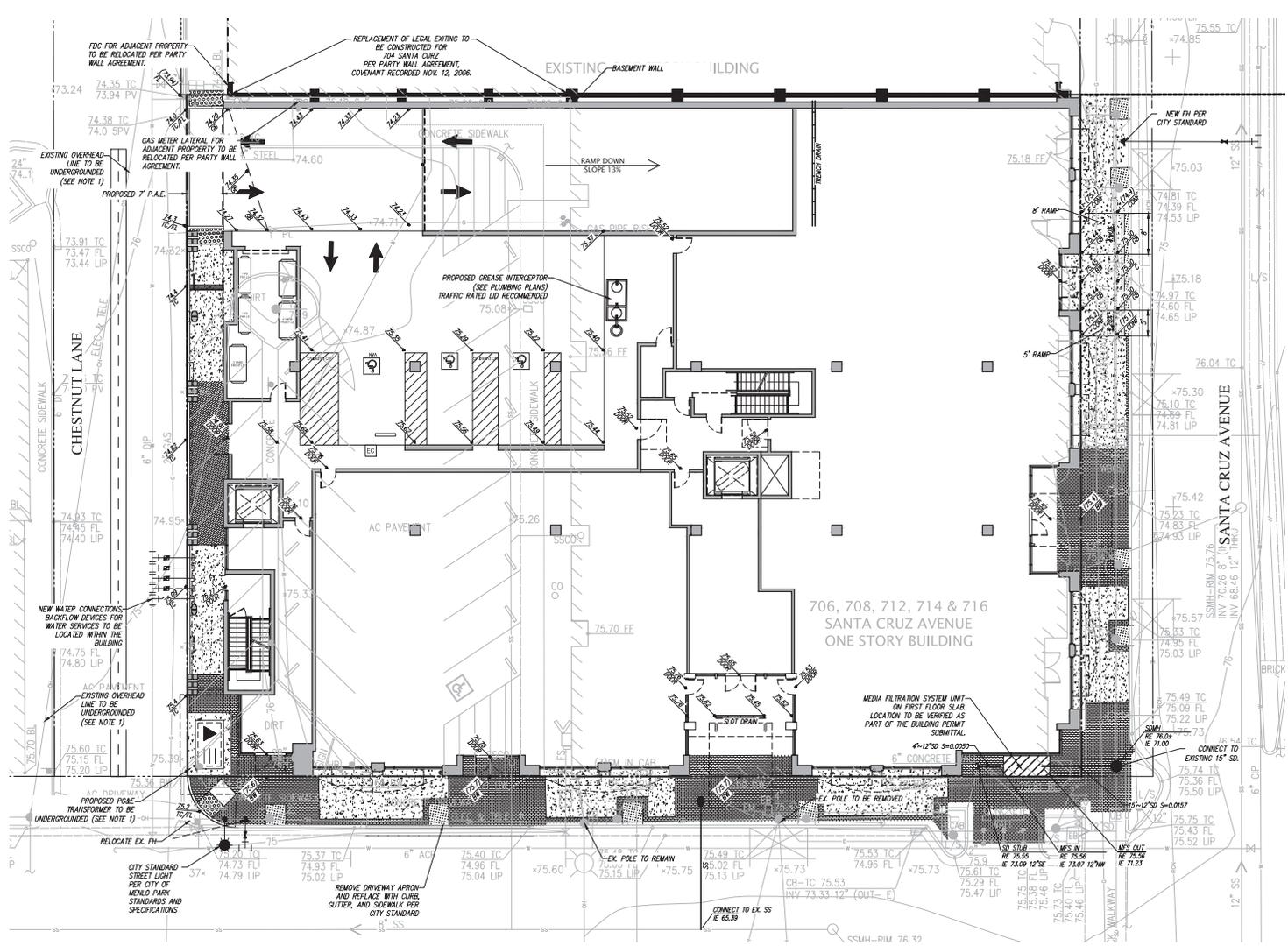
PROPERTY LINE	---
ADJACENT PROPERTY LINE	---
CENTERLINE	---
EASEMENT	---
NON-ACCESS	---
PUMP	⊙
STORM DRAIN MANHOLE	⊙
CATCH BASIN	⊙
MEDIA FILTRATION SYSTEM	⊙
SANITARY SEWER MANHOLE	⊙
FIRE HYDRANT(FHN)/WET BARREL TYPE WITH ONE 4 1/2 INCH CONNECTION AND TWO 2 1/2 INCH CONNECTIONS	⊙
GATE VALVE	⊙
WATER METER	⊙
POST INDICATOR VALVE	⊙
FIRE DISTRICT CONNECTION	⊙
SPRINKLER SYSTEM RISER	⊙
BACK FLOW PREVENTER	⊙
CHECK VALVE	⊙
REDUCER	⊙
LIGHT	⊙
GAS METER	⊙
TRANSFORMER	⊙
SPOT ELEVATION	⊙
HANDICAP STALL	⊙
CURB	---
CURB & GUTTER	---
RED CURB	---
RIDGE	---
SANITARY SEWER	---
STORM DRAIN GRAVITY FLOW	---
STORM DRAIN FORCED FLOW	---
DOMESTIC WATER SERVICE	---
FORCE MAIN	---
FIRE SERVICE	---
WATER	---
ELECTRIC	---
GAS	---
JOINT TRENCH	---
PCC SIDEWALK	---
TRUNCATED DOMES	---
BIO-TREATMENT PLANTING	---
3" GRIND & OVERLAY	---

**ABBREVIATIONS**

BU	BUBBLE UP
COMM.	COMMERCIAL
DWS	DOMESTIC WATER SERVICE
EX	EXISTING
FDC	FIRE DEPARTMENT CONNECTION
FH	FIRE HYDRANT
FL	FLOW LINE
FS	FIRE SERVICE
INV	INVERT ELEVATION
IRR	IRRIGATION
OVD	OVERFLOW DRAIN
R	RIDGE
RES.	RESIDENTIAL
RM	RIM ELEVATION
SD	STORM DRAIN
SS	SANITARY SEWER
TW	TOP OF WALL
VERT.	VERTICAL
W	WITH

**NOTES**

- ALL OVERHEAD COMMUNICATION LINES ARE TO BE UNDERGROUNDED PER CITY AND LOCAL UTILITY COMPANYS STANDARDS AND SPECIFICATIONS. ALL UTILITIES TO BE UNDERGROUNDED ALONG THE PROJECT FRONTAGE SHALL BE TO THE SATISFACTION OF THE CITY OF MENLO PARK AND THE FIRE DISTRICT.
- PUBLIC SIDEWALK ACCESS TO ADJACENT PROPERTY TO BE COORDINATED WITH THE CITY OF MENLO PARK AS PART OF PERMIT DRAWINGS.
- DESIGN AND CONFIGURATION OF THE ALLEY-TYPE DRIVE AISLE ON CHESTNUT LANE SHALL TO BE COORDINATED WITH THE CITY OF MENLO PARK AND ISSUED AS PART OF PERMIT DRAWINGS.
- EXISTING STREET LIGHTS SHALL BE REPAIRSHED AND PAINTED PER CITY OF MENLO PARK STANDARDS AND SPECIFICATIONS. STREET LIGHTS SHALL BE UPGRADED TO LED FIXTURES.
- ALL EXISTING UTILITIES WITHIN PUBLIC SIDEWALK SHALL BE PROTECTED IN PLACE UNLESS NOTED OTHERWISE.
- BACKFLOW DEVICES SHALL BE LOCATED ON THE GARAGE FLOOR ELECTRICAL ROOM.
- REFER TO SHEET 2.0 FOR ON-SITE DESIGN INFORMATION.
- IRRIGATION TO ALL EXISTING AND NEW TREES ALONG THE SITE FRONTAGES WILL BE CONNECTED TO THE ON-SITE WATER SYSTEM.



**NOTES**

THE PROJECT WILL UNDERGROUND THE OVERHEAD UTILITIES ON CHESTNUT LANE AND CHESTNUT STREET. THE SCOPE OF THE WORK WILL BE DEFINED PRIOR TO THE APPROVAL OF THE FINAL MAP TO THE SATISFACTION OF THE FIRE DISTRICT AND THE CITY OF MENLO PARK.

NO.	REVISION
NO.	REVISION

**KIER & WRIGHT**  
 CIVIL ENGINEERS & SURVEYORS, INC.  
 2855 Collier Canyon Road  
 Menlo Park, CA 94025  
 Phone (650) 245-8788  
 Fax (650) 245-8796  
 www.kierwright.com

**PRELIMINARY GRADING, DRAINAGE, UTILITY PLAN OF GROUND FLOOR**  
**706 SANTA CRUZ AVE**  
**FOR FORM 4 ARCHITECTURE**  
 CALIFORNIA  
 MENLO PARK.

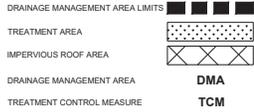
DATE: MAY 2019  
 SCALE: AS SHOWN  
 DESIGNER: ST  
 DRAFTER: RS  
 JOB NO.: A14009-2  
 SHEET: **C2.0**  
 OF 9 SHEETS







**LEGEND**



**IMPERVIOUS/PERVIOUS TABLE**

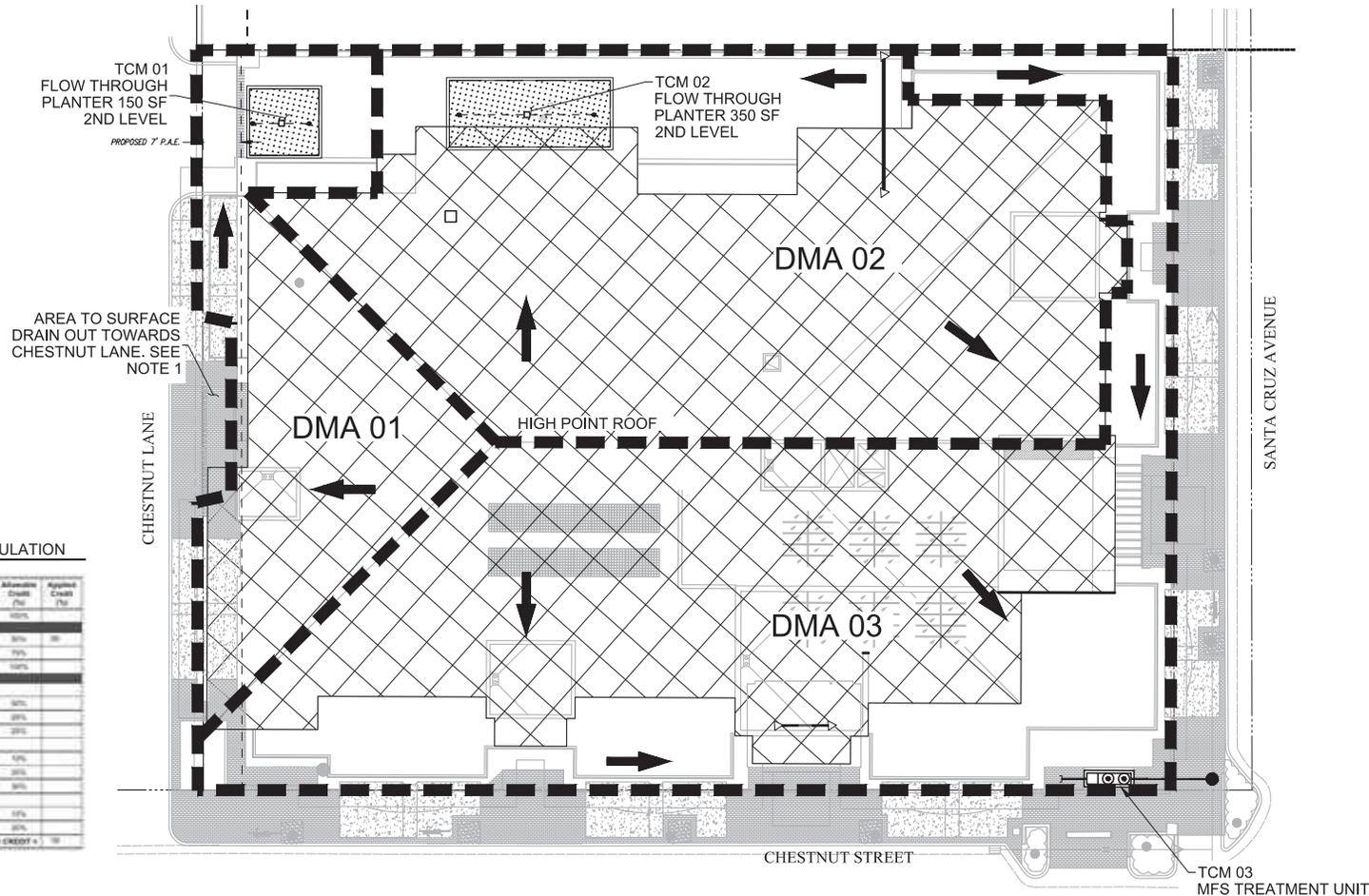
EXISTING SITE		
	AREA (S.F.)	% TOTAL
IMPERVIOUS	22966	97.9
PERVIOUS	489	2.1
TOTAL	23455	100.0
C-FACTOR	0.89	
PROPOSED SITE		
	AREA (S.F.)	% TOTAL
IMPERVIOUS	22955	97.9
PERVIOUS	500	2.1
TOTAL	23455	100.0
C-FACTOR	0.89	

**NOTES**

- SMALL AREA NEAR MAIN ENTRY TO BUILDING SHALL DRAIN OUT TOWARDS CHESTNUT LANE (<200 SF). THIS AREA WILL BE AFFECTED BY TIRE WASH AND SMALL AMOUNTS OF RAIN THAT FALL UNDER THE 2ND FLOOR TERRACE AREA.

**LID TREATMENT REDUCTION CREDIT CALCULATION**

Category	Impervious Area Checked/Required (acres)	Site Coverage (%)	Proposed Density of Pav. (%)	Density Criteria	Allowable Credit (%)	Applied Credit (%)
A					100%	
B	0.02	99%	2.1	Max # 80 (2000) or 7 (400) # 2.1 Max # 70 (2000) or 7 (400) # 2.1 Max # 100 (2000) or 7 (400) # 2.1	90%	90%
C				Location credit (detention pond) 10% credit for 100% of treated flow 50% credit for 50% of treated flow 20% credit for 20% of treated flow Density credit (detention pond) Max # 80 (2000) or 7 (400) # 2.1 Max # 70 (2000) or 7 (400) # 2.1 Max # 100 (2000) or 7 (400) # 2.1 Parking credit (detention pond) 1.5% of available surface parking No surface parking 0%		
<b>TOTAL CREDIT =</b>					<b>90%</b>	<b>90%</b>



BY									
REVISION									
NO.	BY	DATE	DESCRIPTION						
NO.	BY	DATE	DESCRIPTION						
<p><b>KIER &amp; WRIGHT</b>                  CIVIL ENGINEERS &amp; SURVEYORS, INC.                  2850 Collier Canyon Road                  Menlo Park, CA 94025                  Phone (650) 245-8788                  Fax (650) 245-8796                  www.kierwright.com</p>									
<p>PRELIMINARY STORM WATER MANAGEMENT PLAN                  OF                  706 SANTA CRUZ AVE                  FOR                  FORM 4 ARCHITECTURE                  MENLO PARK, CALIFORNIA</p>									
DATE		MAY 2019							
SCALE		AS SHOWN							
DESIGNER		ST							
DRAFTER		RS							
JOB NO.		A14009-2							
SHEET		C3.0							
OF		9 SHEETS							



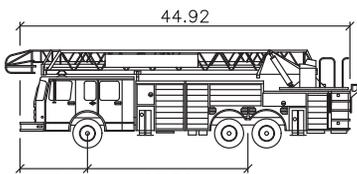


**LEGEND**

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTERLINE
- EASEMENT
- NON-ACCESS
- PUMP
- STORM DRAIN MANHOLE
- CATCH BASIN
- MEDIA FILTRATION SYSTEM
- SANITARY SEWER MANHOLE
- FIRE HYDRANT/FH-IN-WET BARREL TYPE WITH ONE 4 1/2 INCH CONNECTION AND TWO 2 1/2 INCH CONNECTIONS.
- GATE VALVE
- WATER METER
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- FIRE DISTRICT CONNECTION
- SPRINKLER SYSTEM RISER
- BACK FLOW PREVENTER
- CHECK VALVE
- REDUCER
- LIGHT
- GAS METER
- TRANSFORMER
- SPOT ELEVATION
- HANDICAP STALL
- CURB
- CURB & GUTTER
- RED CURB
- RIDGE
- SANITARY SEWER
- STORM DRAIN GRAVITY FLOW
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- DOMESTIC WATER SERVICE
- FORCE MAIN
- FIRE SERVICE
- WATER
- ELECTRIC
- GAS
- JOINT TRENCH
- PCC SIDEWALK
- TRUNCATED DOMES
- BIO-TREATMENT PLANTING

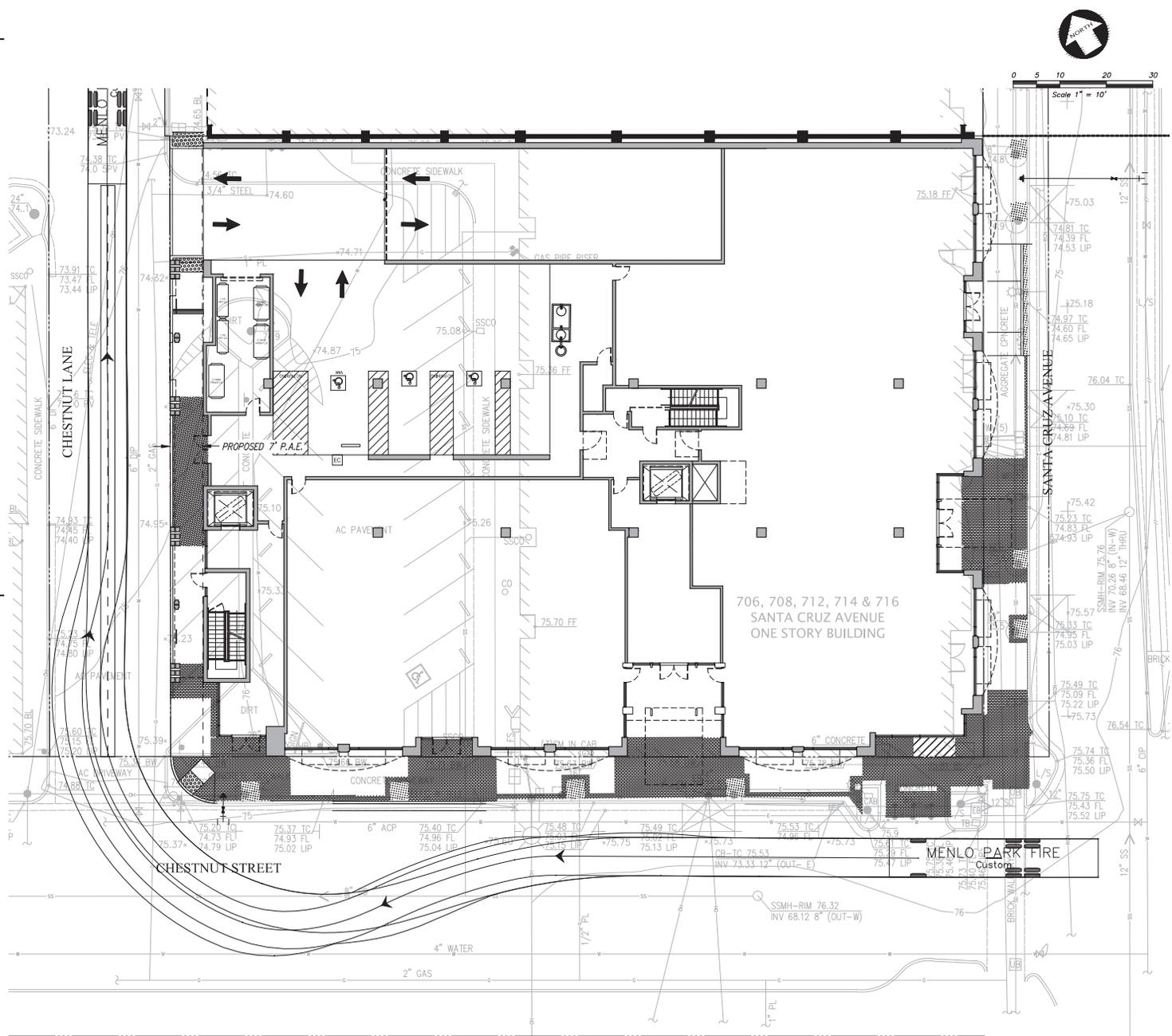
**ABBREVIATIONS**

- BU BUBBLE UP
- COMM COMMERCIAL
- DWS DOMESTIC WATER SERVICE
- EX EXISTING
- FOC FIRE DEPARTMENT CONNECTION
- FH FIRE HYDRANT
- FL FLOW LINE
- FS FIRE SERVICE
- INV INVERT ELEVATION
- IRR IRRIGATION
- OVD OVERFLOW DRAIN
- R RIDGE
- RES RESIDENTIAL
- RM RIM ELEVATION- SD STORM DRAIN
- SS SANITARY SEWER
- TW TOP OF WALL
- VERT VERTICAL
- WT WITH



**MENLO PARK FIRE**

Width	: 8.25	feet
Track	: 8.25	
Lock to Lock Time	: 6.0	
Steering Angle	: 25.4	



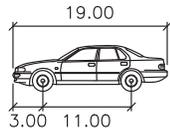
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REVISION									
NO	DATE	BY	DESCRIPTION						
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<p><b>KIER &amp; WRIGHT</b>          CIVIL ENGINEERS &amp; SURVEYORS, INC.          2850 Collier Canyon Road          Menlo Park, CA 94025          Phone (650) 245-8788          Fax (650) 245-8796          www.kierwright.com</p>									
<p><b>MENLO PARK FIRE TURNING</b>          OF  <b>706 SANTA CRUZ AVE</b>          FOR  <b>FORM 4 ARCHITECTURE</b>          CALIFORNIA          MENLO PARK.</p>									
DATE MAY 2019									
SCALE AS SHOWN									
DESIGNER ST									
DRAFTER RS									
JOB NO. A14009-2									
SHEET <b>C5.0</b>									
OF 9 SHEETS									

**LEGEND**

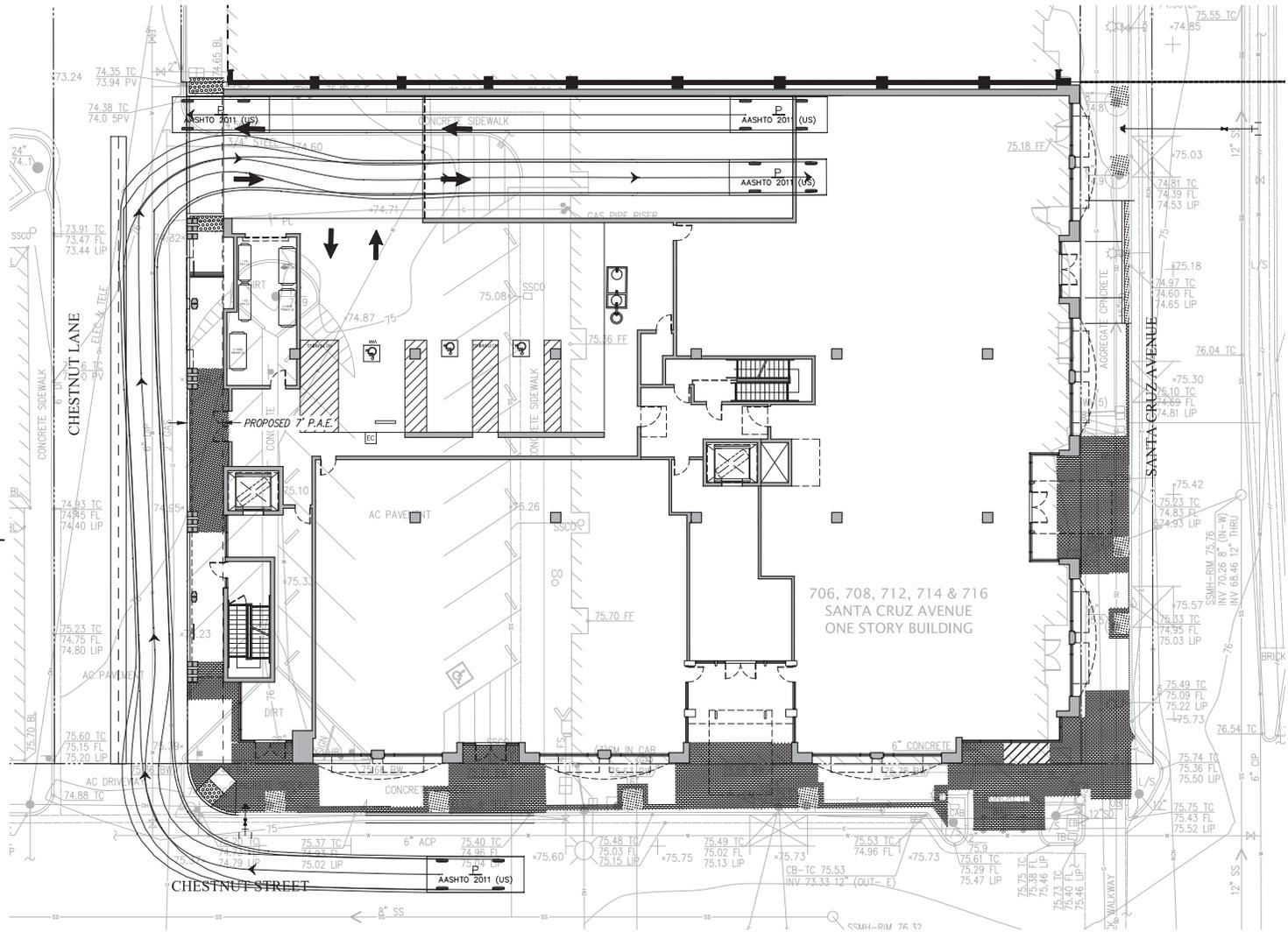
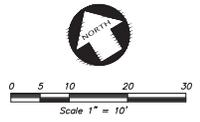
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- JOINT TRENCH
- PCC SIDEWALK
- TRUNCATED DOMES
- BIO-TREATMENT PLANTING

**ABBREVIATIONS**

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- FH FIRE HYDRANT
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- FS FIRE SERVICE
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- IRR IRRIGATION
- OVD OVERFLOW DRAIN
- R RIDGE
- RES RESIDENTIAL
- RM RM ELEVATION
- SD STORM DRAIN
- SS SANITARY SEWER
- TW TOP OF WALL
- VERT VERTICAL
- WT WITH



P  
 Width : 7.00 feet  
 Track : 6.00 feet  
 Lock to Lock Time : 6.0 seconds  
 Steering Angle : 31.6 degrees



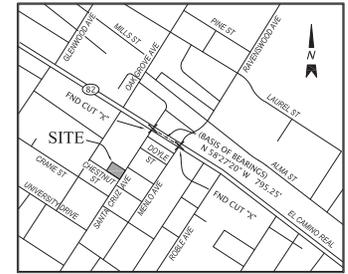
REV									
REVISION									
NO	DATE	BY	DESCRIPTION						
NO	DATE	BY	DESCRIPTION						
<p><b>KIER &amp; WRIGHT</b>          CIVIL ENGINEERS &amp; SURVEYORS, INC.          2850 Collier Canyon Road          Menlo Park, CA 94025          Phone (650) 245-8788          Fax (650) 245-8796          www.kierwright.com</p>									
<p>PASSENGER VEHICLE TURNING          OF  <b>706 SANTA CRUZ AVE</b>          FOR  <b>FORM4 ARCHITECTURE</b>          CALIFORNIA          MENLO PARK.</p>									
DATE: MAY 2019									
SCALE: AS SHOWN									
DESIGNER: ST									
DRAFTER: RS									
JOB NO.: A14009-2									
SHEET: C5.1									
OF 9 SHEETS									

# VESTING TENTATIVE MAP

BEING A ONE LOT SUBDIVISION FOR CONDOMINIUM PURPOSES  
FOR NOT TO EXCEED FOUR (4) RESIDENTIAL UNITS AND ONE (1) COMMERCIAL AREA,  
WITH THE COMMERCIAL AREA TO BE DIVIDED INTO NOT TO EXCEED TEN (10) COMMERCIAL CONDOMINIUMS  
706-716 SANTA CRUZ AVENUE, MENLO PARK, CALIFORNIA

## SHEET INDEX

EXISTING CONDITIONS	1
PROPOSED CONDITIONS LOWER LEVEL	2
PROPOSED CONDITIONS GROUND LEVEL	3
CONCEPTUAL GRADING, DRAINAGE & UTILITY PLAN	4
PRELIMINARY STORM WATER MANAGEMENT PLAN	5-6
VEHICLE ACCESS PLAN	7
FIRE ACCESS PLAN	8
CONCEPTUAL EROSION CONTROL PLAN	9



VICINITY MAP  
NOT TO SCALE

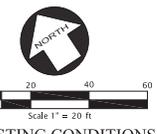
## NOTES

- RECORD OWNERS: 706-716 SANTA CRUZ AVENUE, LLC. 700 SANTA CRUZ AVENUE MENLO PARK, CA 94025
- SUBDIVIDER: 706-716 SANTA CRUZ AVENUE, LLC. 700 SANTA CRUZ AVENUE MENLO PARK, CA 94025 PHONE: (415) 260-9068 CONTACT: VASILE C. OROS
- MAP PREPARED BY: KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC. 3350 SCOTT BOULEVARD, BUILDING 22 SANTA CLARA, CA 95054 PHONE: (408) 727-6665 CONTACT: JIMMY R. VIGIL, LS 6256 071-102-250  
RETAIL OFFICE/RESIDENTIAL SP-ECR/D EL CAMINO REAL/DOWNTOWN SPECIFIC PLAN NO CHANGE MIXED-USE
- A.P.N.
- EXISTING USE:
- PROPOSED USE:
- EXISTING ZONING:
- PROPOSED ZONING:
- GENERAL PLAN:
- PROPOSED NUMBER OF LOTS: 1
- PROPOSED NUMBER OF RESIDENTIAL UNITS: NOT TO EXCEED FOUR (4)
- PROPOSED NUMBER OF COMMERCIAL PARCELS: NOT TO EXCEED FOUR (4)
- MAXIMUM NUMBER OF POSSIBLE COMMERCIAL CONDOMINIUM UNITS: TEN (10) 0.538 ± ACRES
- TOTAL ACRES:
- ALL DISTANCES ARE APPROXIMATE.
- NO NEW STREET NAMES PROPOSED.
- THIS TENTATIVE MAP WAS PREPARED FROM INFORMATION FURNISHED IN A PRELIMINARY TITLE REPORT PREPARED BY OLD REPUBLIC TITLE COMPANY, ORDER NUMBER 0626029434-JG, DATED MARCH 21, 2017.
- UTILITY CONNECTION AND SIZING INFORMATION IS NOT SHOWN AT THIS TIME DUE TO SCHEMATIC NATURE OF SITE PLAN.
- FLOOD ZONE NOTE: THE SUBJECT PROPERTY IS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 060321 0308 E, DATED OCTOBER 16, 2012, AS BEING LOCATED IN FLOOD ZONE "X". AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
- DEK SET IN MASSIVE STRUCTURE, 0.1 MILE SOUTHWEST OF SOUTHERN PACIFIC COMPANY RAILROAD STATION, AT THE INTERSECTION OF SANTA CRUZ AVENUE AND EL CAMINO REAL AT THE ELLIOT BUILDING, IN THE TOP PROJECTION OF FOUNDATION. ELEVATION: 73.95 FEET (DATUM) NAVD 1988
- BASIS OF BEARINGS: THE BEARING OF NORTH 58°27'20" WEST TAKEN ON THE MONUMENT LINE OF EL CAMINO REAL AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON FEBRUARY 14, 1991 IN BOOK 64 OF PARCEL MAPS AT PAGES 57-58, SAN MATEO COUNTY RECORDS WAS TAKEN AS THE BASIS OF ALL BEARINGS SHOWN HEREON.
- UTILITIES: CITY OF MENLO PARK  
SANITARY SEWER: WEST BAY SANITARY DISTRICT CALIFORNIA WATER COMPANY  
WATER: PACIFIC GAS & ELECTRIC COMPANY  
GAS: PACIFIC GAS & ELECTRIC COMPANY  
ELECTRIC: PACIFIC GAS & ELECTRIC COMPANY  
TELEPHONE: AT&T  
CABLE: COMCAST  
FIRE: MENLO PARK FIRE PROTECTION DISTRICT

## ABBREVIATIONS

AC	ASPHALTIC CONCRETE
BL	BUILDING
BW	BACK OF WALK
CB	CATCH BASIN
DOC.	DOCUMENT
EB	ELECTRIC BOX
ECAB	ELECTRIC CABINET
FL	FLOW LINE
FND	FOUND
FSR	FIRE SPRINKLER ALARM
HB	HOSEBIB
I.E.E.	INGRESS/EGRESS EASEMENT
LIP	LIP OF GUTTER
NO.	NUMBER
O.R.	OFFICIAL RECORD
P.A.E.	PEDESTRIAN ACCESS EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
S.S.C.O.	SANITARY SEWER CLEAN OUT
SMH	SANITARY SEWER MANHOLE
TB	TELEPHONE BOX
TC	TOP OF CURB
WB	WATER BOX

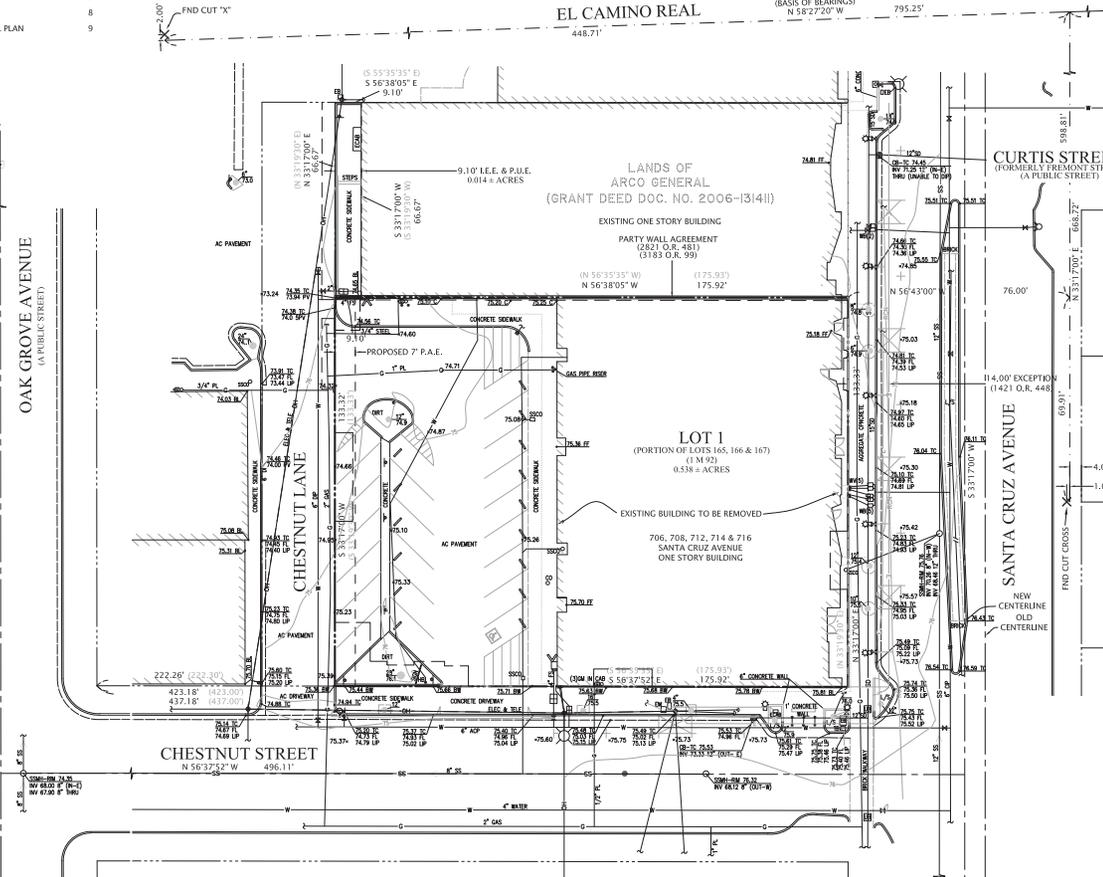
PREPARED BY: *J.R. Vigil*  
PRINT NAME: JIMMY R. VIGIL, PLS 6256  
TITLE: ASSOCIATE  
DATE: 12-5-2019



EXISTING CONDITIONS

## LEGEND

PROPERTY LINE	---	GAS METER	⊙	INDEX CONTOUR	---15---
ADJACENT PROPERTY LINE	---	UTILITY POLE W/ GUY WIRE	⊙	CURB	=====
CENTERLINE	---	VALVE	X	CURB & GUTTER	=====
TIE LINE	---	CATCH BASIN / DROP INLET	⊙	CONCRETE	=====
MONUMENT LINE	---	WATER METER	⊙	SANITARY SEWER	SS
BUILDING LINE WITH DOOR	---	FIRE DEPARTMENT CONNECTION	⊙	STORM DRAIN	SD
BUILDING OVERHANG	---	UTILITY BOX (SIZE VARIES)	⊙	WATER	W
LIGHT	⊙	SIGN	⊙	RECLAIMED WATER	RW
FIRE HYDRANT	⊙	W (W) / SIZE AND ELEVATION	⊙	GAS	G
STORM DRAIN MANHOLE	⊙	SPOT ELEVATION	⊙	UNDERGROUND ELECTRIC	OE
MANHOLE	⊙	AERIAL SPOT ELEVATION	⊙	OVERHEAD	O
CLEAN OUT	⊙	CONTOUR	⊙	LIGHTING CONDUIT	LC



REVISION

BY

DATE

DEC. 2019

SCALE 1" = 20'

DESIGNER JRV

DRAWER JP

JOB A14009-2

SHEET C1.0

OF 4 SHEETS

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC. 3350 Scott Boulevard, Building 22 Santa Clara, California 95054 (408) 727-6665 (408) 727-1041

VESTING TENTATIVE MAP FOR: 706-716 SANTA CRUZ AVENUE, LLC. 706-716 SANTA CRUZ AVENUE MENLO PARK CALIFORNIA















**VICINITY MAP**  
N. T. S.

**WORK RESPONSIBILITY JOINT TRENCH**

TRENCHING Excavate & Backfill	PG&E ELECTRIC	PG&E GAS	PG&E C.A.T.V.	PG&E TELEPHONE	PG&E LOCAL UTILITY	CONTRACTOR
GAS MATERIAL Supply & Install	PG&E ELECTRIC	PG&E GAS	PG&E C.A.T.V.	PG&E TELEPHONE	PG&E LOCAL UTILITY	CONTRACTOR
ELECTRIC CABLE Supply & Install	PG&E ELECTRIC	PG&E GAS	PG&E C.A.T.V.	PG&E TELEPHONE	PG&E LOCAL UTILITY	CONTRACTOR
ELECTRIC CONDUIT Supply & Install	PG&E ELECTRIC	PG&E GAS	PG&E C.A.T.V.	PG&E TELEPHONE	PG&E LOCAL UTILITY	CONTRACTOR
ELECTRIC BOXES Supply & Install	PG&E ELECTRIC	PG&E GAS	PG&E C.A.T.V.	PG&E TELEPHONE	PG&E LOCAL UTILITY	CONTRACTOR
ELECTRIC TRANSFORMER PADS Supply & Install	PG&E ELECTRIC	PG&E GAS	PG&E C.A.T.V.	PG&E TELEPHONE	PG&E LOCAL UTILITY	CONTRACTOR
ELECTRIC SWITCHGEAR & TRANSFORMER Supply & Install	PG&E ELECTRIC	PG&E GAS	PG&E C.A.T.V.	PG&E TELEPHONE	PG&E LOCAL UTILITY	CONTRACTOR
TELEPHONE CONDUIT Supply & Install	PG&E ELECTRIC	PG&E GAS	PG&E C.A.T.V.	PG&E TELEPHONE	PG&E LOCAL UTILITY	CONTRACTOR
TELEPHONE CABLE Supply & Install	PG&E ELECTRIC	PG&E GAS	PG&E C.A.T.V.	PG&E TELEPHONE	PG&E LOCAL UTILITY	CONTRACTOR
TELEPHONE SPICE BOXES Supply & Install	PG&E ELECTRIC	PG&E GAS	PG&E C.A.T.V.	PG&E TELEPHONE	PG&E LOCAL UTILITY	CONTRACTOR
TELEPHONE S&I PAD Supply & Install	PG&E ELECTRIC	PG&E GAS	PG&E C.A.T.V.	PG&E TELEPHONE	PG&E LOCAL UTILITY	CONTRACTOR
C.A.T.V. CONDUIT Supply & Install	PG&E ELECTRIC	PG&E GAS	PG&E C.A.T.V.	PG&E TELEPHONE	PG&E LOCAL UTILITY	CONTRACTOR
C.A.T.V. SPICE BOXES Supply & Install	PG&E ELECTRIC	PG&E GAS	PG&E C.A.T.V.	PG&E TELEPHONE	PG&E LOCAL UTILITY	CONTRACTOR
C.I.E.C. FIBER CONDUIT Supply & Install	PG&E ELECTRIC	PG&E GAS	PG&E C.A.T.V.	PG&E TELEPHONE	PG&E LOCAL UTILITY	CONTRACTOR
C.I.E.C. FIBER SPICE BOXES Supply & Install	PG&E ELECTRIC	PG&E GAS	PG&E C.A.T.V.	PG&E TELEPHONE	PG&E LOCAL UTILITY	CONTRACTOR
DIRECTIONAL DRILL / JACK AND BORE Supply & Install	PG&E ELECTRIC	PG&E GAS	PG&E C.A.T.V.	PG&E TELEPHONE	PG&E LOCAL UTILITY	CONTRACTOR

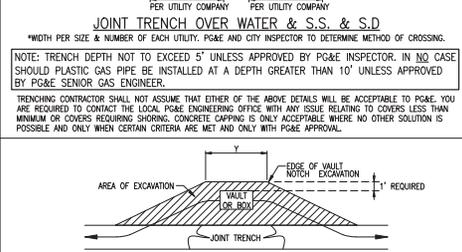
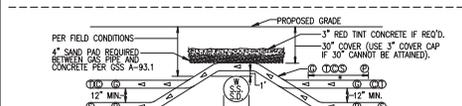
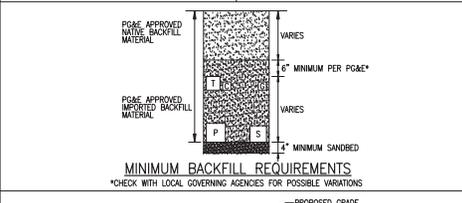
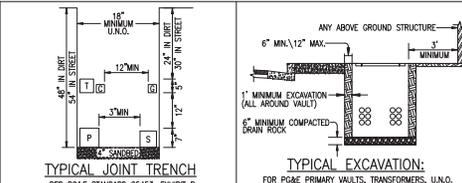
● SYMBOL DESIGNATES THE WORK TO BE PERFORMED BY THE RESPECTIVE CONTRACTOR & UTILITY COMPANIES.  
○ NOT APPLICABLE UNLESS OTHERWISE SPECIFIED.  
\* PG&E TO PULL CABLE INTO ENERGIZED ENCLOSURES

THESE PLANS WERE PREPARED IN CONJUNCTION WITH THE FOLLOWING PLANS:

CIVIL IMPROVEMENT PLANS/GRADING PLANS	03-18-2018	PRELIMINARY
ARCHITECTURAL/ELECTRONIC FILE	10-24-2019	PRELIMINARY
APPLICANT DESIGN (GAS)		
APPLICANT DESIGN (ELECTRIC)		
TELEPHONE		
C.A.T.V.		
LANDSCAPE	08-28-2019	PRELIMINARY
LIGHT LOCATIONS		

**VIZION UTILITY PARTNERS is not responsible for any schedule changes or reservations.**

OTHER UTILITIES SHOWN ARE APPROXIMATE AND BASED ON FIELD SURVEY AND AVAILABLE UTILITY INFORMATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND EXTENT OF UTILITIES PRIOR TO THE COMMENCEMENT OF WORK. PHYSICAL VERIFICATION OF UTILITY LOCATIONS SHALL BE PERFORMED BY CAREFUL PROBING OR HAND DIGGING IN ACCORDANCE WITH ARTICLE 6 OF THE CALIFORNIA CONSTRUCTION SAFETY ORDERS.



**ELECTRIC CONDUIT MINIMUM BEND RADIUS**

CONDUIT DIAMETER	VERTICAL RADIUS	HORIZONTAL RADIUS
2"	24"	36"
3"	24"	36"
4"	24"	36"
6"	36"	60"

NOTE: 315° MAX BENDS IN ANY SECONDARY CONDUIT RUN 200' OR LESS.  
300° MAX BENDS IN ANY PRIMARY CONDUIT RUN.

**TYPICAL GAS METER REQUIREMENTS\***

METER TYPE	DELIVERY PRESSURE (PSIG)	PAD SIZE (INCHES)	MIN. W/LS REQUIRED FOR METER X (INCHES)	DISTANCE FROM RISER TO FINISHED SLUR OUT (INCHES)	MIN. HOUSING/SLUR OUT (INCHES)
TYPICAL RESIDENTIAL	0-350	0.25	N/A UNLESS USING FLEX-HOSE METER	24	6 TO 9
400 TO 1000	351-1,450	0.25	N/A UNLESS USING FLEX-HOSE METER	30	6 TO 9
1,500 OR 3M ROTARY	1,401-3,000	APPROVED BY PG&E	40 X 36 X 4	52	20
5M OR 7M ROTARY	3,001-7,000	APPROVED BY PG&E	78 X 36 X 4	90	20
11M OR 16M ROTARY	7,001-16,000	APPROVED BY PG&E	94 X 36 X 4	106	20

\*ACTUAL METER-SIZE CONFIGURATIONS MAY DIFFER DEPENDING ON FIELD CONDITIONS AND RESTRICTIONS. FOR GAS METER DETAILS, SEE SECTION 2 OF CURRENT PG&E GAS SERVICE REQUIREMENTS GREENBOOK BY PG&E. PG&E STANDARD METER SPACING REQUIREMENTS DO NOT INCLUDE CLEARANCE FOR EXHAUSTION VALVES OR OTHER ADDITIONAL SAFETY EQUIPMENT. SEE NOTE 17 UNDER GENERAL NOTES ON SHEET JT-1.

**GENERAL NOTES:**

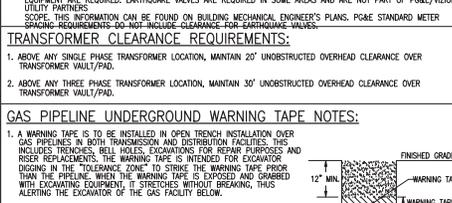
- THE PREFERRED TRENCH LOCATION IS IN A PUBLIC UTILITY EASEMENT (P.U.E.).
- ALL DEPTHS AND RESULTING COVER REQUIREMENTS ARE MEASURED FROM FINAL GRADE.
- CONTRACTOR SHALL VERIFY AND RECONSTRUCTION SHALL BE AS SHOWN AS PRACTICABLE UNDER THE CIRCUMSTANCES, BUT UNDER NO CIRCUMSTANCES SHALL BE LESS THAN THE MINIMUM COVER, CLEARANCE AND SEPARATION REQUIREMENTS SET FORTH IN GENERAL ORDER 128 AND 492P/192.37A AND 492P/192.37B AND 492P/192.37C. ALL FACILITIES SHALL BE MAINTAINED IN PLACE OR RECONSTRUCTED AT OTHER MEASURES SHALL BE TAKEN TO ENSURE NO MOTION OF THE FACILITIES. DIMENSIONAL REQUIREMENTS FOR SHADING, LEVELING, AND BACKFILLING SHALL BE DETERMINED SUBSEQUENT TO COMPLETION.
- TRENCH DIMENSIONS SHOWN ARE TYPICAL. TRENCH SIZES AND CONFIGURATIONS MAY VARY DEPENDING UPON OCCUPANCY AND/OR FIELD CONDITIONS. TRENCH SIZE AND CONFIGURATION MUST AT ALL TIMES BE CONSTRUCTED IN A MANNER THAT ENSURES PROPER CLEARANCES AND SEPARATIONS ARE MAINTAINED THROUGHOUT THE TRENCH WIDTH AND CONFIGURATIONS AS SHOWN IN THIS EXHIBIT MUST BE DESIGNED TO EXCEED THIS REQUIREMENT.
- IT IS PREFERRED TO HAVE NON-PG&E OWNED STREETLIGHTS AT A LEVEL OTHER THAN THE GAS OR ELECTRIC LEVEL. NON-PG&E OWNED STREETLIGHTS MAY BE AT THE ELECTRIC LEVEL OF THE TRENCH AS LONG AS MINIMUM CLEARANCES ARE PROVIDED AND COMPLY WITH ALL SPECIAL NOTES FOR A JOINT TRENCH WITH A SECOND ELECTRIC TRENCH.
- NON-UTILITY FACILITIES ARE NOT ALLOWED IN ANY JOINT UTILITY TRENCH, E.G., IRRIGATION CONTROL LINES, BUILDING FIRE ALARM SYSTEMS, PRIVATE TELEPHONE SYSTEMS, OUTDOOR ELECTRICAL CABLE, ETC.
- WHEN COMMUNICATION DUCTS ARE INSTALLED, A MINIMUM OF 12" RADIAL SEPARATION SHALL BE MAINTAINED FROM GAS FACILITIES. EXCEPTING WITH MUTUAL AGREEMENT, WHEN 4-INCH DIAMETER OR SMALLER GAS PIPES IS INSTALLED, THE SEPARATION MAY BE REDUCED TO NOT LESS THAN 6 INCHES.
- PROVIDE SEPARATION FROM TRENCH WALL AND OTHER FACILITIES SUFFICIENT TO ENSURE PROPER COMPACTION.
- MAINTAIN PROPER SEPARATION BETWEEN PG&E FACILITIES AND "NET" UTILITY LINES AS DESCRIBED IN IUD STANDARD. MAINTAIN THE MINIMUM ALLOWABLE HORIZONTAL SEPARATION BETWEEN COMPANY FACILITIES AND "NET" FACILITIES IS 3" WITH A MINIMUM 1" OF UNDISTURBED EARTH OR THE INSTALLATION OF A SUITABLE BARRIER BETWEEN THE FACILITIES. IF A 3" SEPARATION SEPARATION CANNOT BE ATTAINED BETWEEN "NET" UTILITIES AND COMPANY FACILITIES, A VARIANCE MAY BE APPROVED BY THE LOCAL INSPECTION SUPERVISOR AND SUBMITTED TO THE SERVICE PLANNING SUPPORT PROGRAM MANAGER FOR APPROVAL. SEPARATIONS OF "0" OR LESS ARE NOT PERMISSIBLE AND WILL NOT BE ALLOWED. THE COMPANY MAY ASK TO INCREASE THE MINIMUM 3" SEPARATION REQUIREMENT AT THE REQUEST OF AN APPLICANT IF WARRANTED AND THE NEED IS JUSTIFIED. THE REQUEST FOR A WAIVER MUST:
  - BE MADE IN WRITING AND SUBMITTED TO THE COMPANY AIDE DURING THE PLANNING AND DESIGN PHASE OF THE PROJECT.
  - CLEARLY DESCRIBE THE CONDITIONS NECESSITATING THE WAIVER.
  - INCLUDE A PROPOSED BARRIER AND INCLUDE BARRIER BETWEEN THE "NET" UTILITIES AND COMPANY DRY FACILITIES IN THE EVENT 1" OF UNDISTURBED EARTH CANNOT BE MAINTAINED. NOTE: DRAIN LINES CONNECTED TO DOWNSPOUTS ON BUILDINGS ARE CONSIDERED A "NET" UTILITY FOR THE PURPOSES OF THIS STANDARD.
- SEPARATIONS SHALL BE MAINTAINED AT ABOVE GROUND TERMINATION POINTS.
- PROCEDURES FOR APPROVING NATIVE BACKFILL FOR SHADING OF PG&E GAS FACILITIES:
  - RANDOM SOIL SAMPLES SHALL BE TAKEN FROM A MINIMUM OF 3 LOCATIONS PER 1,000' OF TRENCH. 100% OF THE SAMPLE MUST PASS THROUGH A 1/2" SIEVE AND 75% MUST PASS THROUGH A #4 SCREEN. ADDITIONAL SAMPLES MUST BE TAKEN IF EXISTING CONDITIONS WARRANT IT.
  - THE SOILS MUST NOT CONTAIN ANY ROCKS THAT HAVE SHARP EDGES OR THAT MAY OTHERWISE BE ABRASIVE.
  - THE SOILS MUST NOT CONTAIN CLOSURES LARGER THAN 1/2" IF TO BE USED AS SHADING, BEDDING OR LEVELING.
  - COMPACTION REQUIREMENTS MUST MEET ANY APPLICABLE PG&E, FEDERAL, STATE, COUNTY OR LOCAL REQUIREMENTS. AS AT NO TIME SHALL THE OVER SATURATION OF NATIVE SOILS BE USED TO ACHIEVE THESE REQUIREMENTS. THE SEVES AND SCREENING SHALL BE:
  - 12" SIEVE: 8" DIAMETER BY 2" DEEP, STAINLESS STEEL MESH SCREEN.
  - #4 SCREEN: 8" DIAMETER BY 2" DEEP, STAINLESS STEEL MESH SCREEN.
- PROCEDURES FOR APPROVING NATIVE BACKFILL FOR SHADING AT PG&E ELECTRIC FACILITIES:
  - RANDOM SOIL SAMPLES SHALL BE TAKEN FROM A MINIMUM OF 3 LOCATIONS PER 1,000' OF TRENCH. ADDITIONAL SAMPLES SHALL BE TAKEN IF EXISTING CONDITIONS WARRANT IT.
  - SHADING LARGE ROCK, PAWING MATERIAL, CORNERS, SHARPLY ANGULAR SUBSTANCES, OR CORROSIVE MATERIAL SHALL NOT BE PLACED IN THE TRENCH WHERE SUCH MATERIAL MAY DAMAGE THE CONDUITS AND/OR PREVENT PROPER COMPACTION OVER OR AROUND THE CONDUIT.
  - NATIVE SOILS CONTAINING CLOSURES TO EXCEED 6" IN DIAMETER MAY BE INCLUDED IN THE SHADING MATERIAL PROVIDED THE CLOSURES ARE HEAVILY BREAKABLE BY HAND. NOTE: SHADING SHALL CONSIST PRIMARILY OF ADG, HARD COMPOST (GENSL CLAY, AND BAY MUD) SHALL NOT BE USED AS SHADING MATERIAL.
  - AT NO TIME SHALL THE OVER SATURATION OF NATIVE SOILS BE USED TO ACHIEVE THESE REQUIREMENTS. REFER TO ENGINEERING DOCUMENT NUMBER 13 ON PG&E 4.
- COMPETENT NATIVE SOILS ARE PREFERRED TO BE USED FOR SHADING, BEDDING, AND BACKFILLING THROUGHOUT THE TRENCH.
- WHERE NATIVE SOILS EXCEED 1/2" MINUS AND/OR WHERE GAS IS TO BE PLACED AT THE BOTTOM OF A TRENCH IN AREAS THAT EXCEED 1/2" MINUS SOIL CONDITIONS, OR WHERE THE BOTTOM OF A TRENCH IS CONSIDERED TO CONSIST OF HARD MATERIAL, THE SHADING SHALL BE A MINIMUM OF 3" OF COMPACTED 1/2" MINUS NATIVE SOILS OR PG&E APPROVED IMPORT MATERIAL.
- PG&E APPROVED IMPORT MATERIAL IS PER C&E ENGINEERING GUIDELINE 4128.
- IF A LEVELING COURSE IS REQUIRED FOR GAS FACILITIES, THE USE OF NATIVE SOILS IS PREFERRED, BUT IF 1/2" MINUS CONDITIONS ARE NOT ATTAINABLE WITH THE NATIVE SOILS, THEN THE USE OF PG&E APPROVED IMPORT MATERIALS IS REQUIRED. BEDDING UNDER GAS FACILITIES WILL BE A MINIMUM OF 3" OF COMPACTED 1/2" MINUS NATIVE SOILS OR PG&E APPROVED IMPORT MATERIAL.
- IF EXISTING FIELD CONDITIONS (E.G., ROCKY SOILS, HARD PAW, ETC.) ARE SUCH THAT THE USE OF ANY IMPORTED MATERIAL FOR BACKFILLING PURPOSES SHALL BE LIMITED TO THOSE SITUATIONS WHEN NATIVE SOILS DO NOT ALLOW FOR REQUIRED COMPACTION.
- THE APPLICANT IS RESPONSIBLE FOR THE REMOVAL OF EXCESS SPOIL AND ASSOCIATED COSTS.
- SEPARATION BETWEEN GAS FACILITIES AND ELECTRIC FACILITIES MAY BE REDUCED TO 6" WHEN CROSSING.
- SERVICE SADDLES ARE THE PREFERRED SERVICE FITTINGS FOR USE THROUGHOUT THE JOINT TRENCH PROJECT. ALL PROJECTS WILL BE DESIGNED AND ESTIMATED USING SERVICE SADDLES. HOWEVER, SERVICE TEES MAY BE USED IF ALL CLEARANCES, SEPARATION, AND COVERAGE REQUIREMENTS ARE MAINTAINED.
- CONTRACTOR TO INCREASE METER SPACING AS NECESSARY WHEN EXHAUSTION VALVES OR OTHER ADDITIONAL SAFETY EQUIPMENT ARE REQUIRED. EXHAUSTION VALVES OR OTHER ADDITIONAL SAFETY EQUIPMENT ARE NOT PART OF PG&E/UDM SPACING REQUIREMENTS DO NOT INCLUDE CLEARANCE FOR EXHAUSTION VALVES.

**TRANSFORMER CLEARANCE REQUIREMENTS:**

- ABOVE ANY SINGLE PHASE TRANSFORMER LOCATION, MAINTAIN 20' UNOBSTRUCTED OVERHEAD CLEARANCE OVER TRANSFORMER VAULT/PAD.
- ABOVE ANY THREE PHASE TRANSFORMER LOCATION, MAINTAIN 30' UNOBSTRUCTED OVERHEAD CLEARANCE OVER TRANSFORMER VAULT/PAD.

**GAS PIPELINE UNDERGROUND WARNING TAP NOTES:**

- A WARNING TAP IS TO BE INSTALLED IN OPEN TRENCH INSTALLATION OVER GAS PIPELINES IN BOTH TRENCHES AND UNBROKEN TRENCHES. INCLUDES TRENCHES, BELL HOLES, EXCAVATIONS FOR REPAIR PURPOSES AND RISER RELATIONS. THE WARNING TAP IS INTENDED FOR EXCAVATION DIGGING IN THE "TOLERANCE ZONE" TO STRIKE THE WARNING TAP PRIOR TO THE PIPELINE. WHEN THE WARNING TAP IS STRUCK AND GROUND WITH EXCAVATING EQUIPMENT IT STRIKES WITHOUT BREAKING, THIS ALERTS THE EXCAVATOR OF THE LOCATION OF THE FACILITY.
- INSTALL 6" WIDE WARNING TAP ABOVE THE GAS PIPELINE AT LEAST 12" BELOW GRADE, AND NO CLOSER THAN 12" FROM THE PIPE. INSTALLATION SHALL PROCEED FROM THE TRENCH TO THE FINISHED GRADE AND THE TAP AS POSSIBLE. INSTALL THE TAP ALONG THE LENGTH OF THE TRENCH. THE WARNING TAP SHALL BE INSTALLED IN EACH PIECE OF TAP. EXCEPT: WHEN A JOINT TRENCH DESIGN DOES NOT ALLOW FOR INSTALLATION OF WARNING TAP WITH THE WARNING TAP INSTALLATION ZONE, THE WARNING TAP MAY BE BORED TO 4" ABOVE THE GAS PIPELINE, AND BORED THE FACILITY ABOVE THE PIPE.
- WARNING TAP SHALL BE BRIGHTLY COLORED YELLOW AND MARKED "CAUTION: GAS LINE BELOW" WITH A SIMILAR MARKING.
- WARNING TAP SHALL BE STORED IN SUCH A MANNER THAT LIMITS ULTRAVIOLET (UV) EXPOSURE.



**PG&E PM#S:**

**ELECTRIC:**

**GAS:**

**DESIGN CHANGE COMPONENT**

ANY CHANGES TO THIS DESIGN MUST BE APPROVED BY

PG&E GAS ADE

**CONSTRUCTION NOTES:**

- ALL TRENCHING, BACKFILLING AND INSTALLATION BY CONTRACTOR MUST COMPLY WITH PG&E UD STANDARD 55453 (EFFECTIVE DATE 7-5-2006).
- ALL WORK MUST COMPLY WITH P.G. & E. TELEPHONE, C.A.T.V., STANDARDS AND PRACTICES. ALL WORK MUST BE INSPECTED AND APPROVED BY RESPECTIVE INSPECTORS. RANDOM SOIL SAMPLES SHALL BE TAKEN FROM A MINIMUM OF THREE LOCATIONS PER 1,000' OF TRENCH. 100% OF THE SAMPLES MUST PASS THROUGH A 1/2" SIEVE AND 75% MUST PASS THROUGH A #4 SCREEN. ADDITIONAL SAMPLES MUST BE TAKEN IF EXISTING SOIL CONDITIONS CHANGE AND IS TO BE AT THE DISCRETION OF THE PG&E REPRESENTATIVE ON SITE. THE SOILS MUST NOT CONTAIN ANY ROCKS THAT HAVE SHARP EDGES OR THAT MAY OTHERWISE BE ABRASIVE. THE SOILS MUST NOT CONTAIN CLOSURES LARGER THAN 1/2" IF TO BE USED AS SHADING, BEDDING OR LEVELING MATERIALS. COMPACTION REQUIREMENTS MUST MEET ANY APPLICABLE PG&E, FEDERAL, STATE, COUNTY OR LOCAL REQUIREMENTS. ANY NATIVE SOILS OR IMPORT MATERIALS USED MUST NOT HINDER THESE EFFORTS.
- BACKFILL SHALL BE APPROVED BY THE UTILITY COMPANIES AND THE CITY. COMPACTION WILL BE TESTED AND PASSED BY THE SOILS ENGINEER.
- IF SOIL IS NOT ROCK FREE, ADD 4" DEPTH OF TRENCH FOR SAND BEDDING.
- VERIFY SPICE BOX EXCAVATION SIZES WITH SUPPLIERS).
- THE TRENCHING CONTRACTOR SHALL COORDINATE THE UTILITY COMPANIES' INSTALLATION. THE TRENCHING CONTRACTOR TO PLACE CONNECTING CONDUIT WITHIN 5' OF BUILDING EXTERIOR WALL.
- CONTRACTOR SHALL MAKE HIMSELF FAMILIAR WITH THE PROJECT IMPROVEMENT PLANS AND CONDUCT HIS WORK ACCORDINGLY.
- IT IS THE TRENCHING CONTRACTOR'S RESPONSIBILITY TO PROTECT IN PLACE ALL EXISTING FACILITIES. NO EXTRA PAYMENT WILL BE CONSIDERED FOR CROSSING OTHER SYSTEMS.
- VIZION UTILITY PARTNERS ASSUMES NO RESPONSIBILITY FOR THE PROJECT CONDITIONS. THESE DRAWINGS WERE PREPARED USING DATA SUPPLIED BY PG&E, TELEPHONE, C.A.T.V., IMPROVEMENT PLANS AND THE CITY'S WIDIOUS "AS BUILT" INFORMATION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PHYSICALLY REVIEW THE PROJECT PRIOR TO SUBMITTING HIS BID.
- CONTRACTOR WILL COMPLY WITH ALL LAWS, ORDINANCES AND REGULATIONS. CONTRACTOR SHALL BE FAMILIAR WITH O.S.H.A. INDUSTRIAL SAFETY STANDARDS AND SHALL CONDUCT HIS WORK ACCORDINGLY. WHEN WORKING NEAR ENERGIZED OR "HOT" EQUIPMENT, THE UTILITY OWNER SHALL BE NOTIFIED TO SUPPLY THE APPROPRIATE MAN POWER. PUBLIC SAFETY AND TRAFFIC CONTROL MEASURES ARE THE CONTRACTOR'S RESPONSIBILITY.
- THE CONTRACTOR SHALL PROTECT CONSTRUCTION STAKING. HE SHALL COORDINATE STAKING WITH THE PROJECT'S CIVIL ENGINEER.
- CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA) TWO WORKING DAYS PRIOR TO START OF WORK.
- CONTRACTOR SHALL NOTIFY INSPECTORS OF ANY POTENTIAL CONFLICTS PRIOR TO START OF WORK.
- THIS PLAN IS TO BE USED FOR SOLE PURPOSE OF DIGGING THE JOINT TRENCH. SEE PG&E, AT&T, AND COMCAST PLANS FOR EXACT SIZE AND NUMBER OF CONDUITS INSTALLED IN THE JOINT TRENCH. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THE CORRECT NUMBER, SIZE AND TYPES OF CONDUITS ARE INSTALLED PER THE ENGINEERED PLANS BY EACH UTILITY COMPANY.
- NOTE: PLANS ISSUED AT THE PRE-CONSTRUCTION MEETING MAY BE SUBJECT TO REVISIONS. IF FINAL PLANS FROM EACH UTILITY COMPANY WERE NOT AVAILABLE AT THE START OF CONSTRUCTION:
- WATER, SEWER, GAS, RAINWATER WASTE, FUELS (INCLUDING DIESEL AND GASOLINE), OIL, PROPANE AND OTHER VOLATILE HEAVIER THAN AIR GASES, STEAM, HEAT, AND OTHER "NET" FACILITIES SHALL MAINTAIN A MINIMUM OF THREE FEET FROM THE NEAREST EXPOSED SURFACE OF PG&E FACILITIES WITH NO LESS THAN ONE FOOT OF EARTH SOIL BARRIER BETWEEN THE ADJACENT SIDES OF THE INDIVIDUAL TRENCHES.
- IN THE EXTRAORDINARY CASE THAT THE MINIMUM THREE FOOT HORIZONTAL SEPARATION CANNOT BE ATTAINED BETWEEN "NET" UTILITIES AND COMPANY DRY FACILITIES, A VARIANCE MAY APPROVED BY THE LOCAL INSPECTION SUPERVISOR AND SUBMITTED TO SERVICE PLANNING SUPPORT PROGRAM MANAGER FOR APPROVAL.
- ALL METER PANELS: INDIVIDUAL RESIDENTIAL OR NONRESIDENTIAL APPLICANTS WITH A METER PANEL RATING OF ANY SIZE, INSTALLED INSIDE A METER ROOM OR OTHER STRUCTURE, MUST FOLLOW ALL OF THE REQUIREMENTS DESCRIBED BELOW.
  - INSTALL OWN AND MAINTAIN A SEPARATE, NOMINAL, 2-INCH DIAMETER CONDUIT WITH PULL TAPE INSIDE OF THE CONDUIT AND PULL TAPE MUST EXTEND FROM THE OUTSIDE SURFACE OF THE BUILDING AND TERMINATE OUTSIDE.
  - THE METER PANEL OR SWITCHBOARD AT THE TOP OF THE METER ROOM.
  - AND A MAXIMUM OF 10 FEET ABOVE GRADE, THE OPEN END OF THE CONDUIT THAT IS EXPOSED TO THE OUTSIDE MUST HAVE A REMOVABLE TEMPORARY CAP OR BELL.
  - DO NOT USE THE CONDUIT, THE CONDUIT IS FOR PG&E'S METERING EQUIPMENT ONLY.
- THIS JOINT TRENCH PLAN WAS PREPARED BASED ON TOPOGRAPHICAL SURVEY AS PROVIDED BY A CIVIL ENGINEER. THE CONTRACTOR IS CAUTIONED THAT EXPLORATORY WORK IS NECESSARY TO DETERMINE THE ACTUAL LOCATION OF ANY EXISTING UTILITY. VIZION UTILITY PARTNERS STRONGLY RECOMMENDS THAT ALL UTILITIES BE PHYSICALLY LOCATED ON THE SITE BEFORE THE ONSET OF SITE WORK. SUBSTRUCTURE LOCATIONS MAY REQUIRE FIELD ADJUSTMENT TO COMPENSATE FOR ACTUAL EXISTING UTILITY LOCATIONS.

**STRUCTURE VERIFICATION STAMP**

DEVELOPER  
PLEASE NOTE AND SIGN

ALL PG&E ENCLOSURES AND BOXES HAVE BEEN SET TO GRADE, ACCORDING TO GRADE STAKES PROVIDED BY DEVELOPER'S ENGINEER. ALL COSTS TO RELOCATE OR RE-WORK BOXES AT A LATER DATE WILL BE BORNE BY THE DEVELOPER. PLEASE HAVE YOUR SIFT, VERIFY THE CORRECT GRADE OF ALL ENCLOSURES OR BOXES, AND SIGN AND DATE DRAWING. THANK YOU.

SIGNED: \_\_\_\_\_  
DATE: \_\_\_\_\_

**UTILITY APPROVALS**

UTILITY	APPROVED BY	DATE
PG&E ELECTRIC		
PG&E GAS		
AT&T (PHONE)		
COMCAST (CATV)		
CITY ENGINEER		

**FOR VIZION USE ONLY**

Q/A REVIEW	INITIALS	DATE
NETW (ELEC)		
NETW (GAS)		
COMPOST		
PRE-CON		

**DEVELOPER:**  
706-716 SANTA CRUZ AVE LLC  
700 SANTA CRUZ AVE  
MENLO PARK, CA 94025  
VASILE C. OROS  
T: 415-260-0608  
EMAIL: VOROS11@AOL.COM

**SHEET INDEX**

JT-1 JOINT TRENCH TITLE SHEET  
JT-2 JOINT TRENCH INTENT

DATE: 19-969  
SCALE: N.T.S.  
PREPARED BY: J. KLEIN  
DESIGNED BY: M. HOANG  
CHECKED BY:  
LAST UPDATE: 10-29-2019  
DRAWING NO: JT-1  
SHEET: 1 OF 2

REGISTERED PROFESSIONAL CIVIL ENGINEER  
DAVID B. HOODING  
NO. 26422  
Exp. 03-31-20  
CIVIL  
STATE OF CALIFORNIA

**Vizion Utility PARTNERS**  
UTILITY ENGINEERS, CONSULTANTS & STRUCTURAL DESIGN  
1000 BROADWAY, SUITE 1400, SAN FRANCISCO, CA 94103  
WWW.VIZIONUTILITY.COM

**JOINT TRENCH TITLE SHEET**  
706 SANTA CRUZ AVENUE  
NEW BUSINESS  
706-716 SANTA CRUZ AVE LLC

MENLO PARK CALIFORNIA





VICINITY MAP  
N. T. S.

**WORK RESPONSIBILITY JOINT TRENCH**

TRENCHING EXCAVATE & BACKFILL.....	PG&E ELECTRIC	PG&E GAS	PG&E C.A.T.V.	PG&E TELEPHONE	PG&E LOCALITY	CONTRACTOR
GAS MATERIAL SUPPLY & INSTALL.....	PG&E ELECTRIC	PG&E GAS	PG&E C.A.T.V.	PG&E TELEPHONE	PG&E LOCALITY	CONTRACTOR
ELECTRIC CABLE SUPPLY & INSTALL.....	PG&E ELECTRIC	PG&E GAS	PG&E C.A.T.V.	PG&E TELEPHONE	PG&E LOCALITY	CONTRACTOR
ELECTRIC CONDUIT SUPPLY & INSTALL.....	PG&E ELECTRIC	PG&E GAS	PG&E C.A.T.V.	PG&E TELEPHONE	PG&E LOCALITY	CONTRACTOR
ELECTRIC BOXES SUPPLY & INSTALL EXCAVATION.....	PG&E ELECTRIC	PG&E GAS	PG&E C.A.T.V.	PG&E TELEPHONE	PG&E LOCALITY	CONTRACTOR
ELECTRIC TRANSFORMER PADS SUPPLY & INSTALL EXCAVATION.....	PG&E ELECTRIC	PG&E GAS	PG&E C.A.T.V.	PG&E TELEPHONE	PG&E LOCALITY	CONTRACTOR
ELECTRIC SWITCHGEAR & TRANSFORMER SUPPLY & INSTALL.....	PG&E ELECTRIC	PG&E GAS	PG&E C.A.T.V.	PG&E TELEPHONE	PG&E LOCALITY	CONTRACTOR
TELEPHONE CONDUIT SUPPLY & INSTALL.....	PG&E ELECTRIC	PG&E GAS	PG&E C.A.T.V.	PG&E TELEPHONE	PG&E LOCALITY	CONTRACTOR
TELEPHONE CABLE SUPPLY & INSTALL.....	PG&E ELECTRIC	PG&E GAS	PG&E C.A.T.V.	PG&E TELEPHONE	PG&E LOCALITY	CONTRACTOR
TELEPHONE SPICE BOXES SUPPLY & INSTALL.....	PG&E ELECTRIC	PG&E GAS	PG&E C.A.T.V.	PG&E TELEPHONE	PG&E LOCALITY	CONTRACTOR
TELEPHONE S&I PAD SUPPLY & INSTALL EXCAVATION.....	PG&E ELECTRIC	PG&E GAS	PG&E C.A.T.V.	PG&E TELEPHONE	PG&E LOCALITY	CONTRACTOR
C.A.T.V. CONDUIT SUPPLY & INSTALL.....	PG&E ELECTRIC	PG&E GAS	PG&E C.A.T.V.	PG&E TELEPHONE	PG&E LOCALITY	CONTRACTOR
C.A.T.V. SPICE BOXES SUPPLY & INSTALL EXCAVATION.....	PG&E ELECTRIC	PG&E GAS	PG&E C.A.T.V.	PG&E TELEPHONE	PG&E LOCALITY	CONTRACTOR
C.I.E.C. FIBER CONDUIT.....	PG&E ELECTRIC	PG&E GAS	PG&E C.A.T.V.	PG&E TELEPHONE	PG&E LOCALITY	CONTRACTOR
C.I.E.C. FIBER SPICE BOXES.....	PG&E ELECTRIC	PG&E GAS	PG&E C.A.T.V.	PG&E TELEPHONE	PG&E LOCALITY	CONTRACTOR
DIRECTIONAL DRILL / JACK AND BORE EXCAVATION.....	PG&E ELECTRIC	PG&E GAS	PG&E C.A.T.V.	PG&E TELEPHONE	PG&E LOCALITY	CONTRACTOR

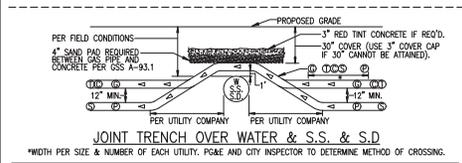
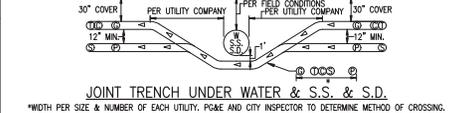
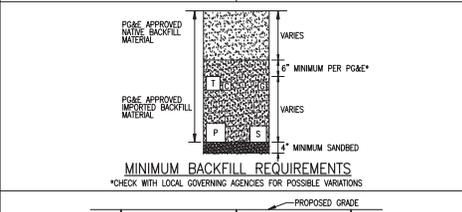
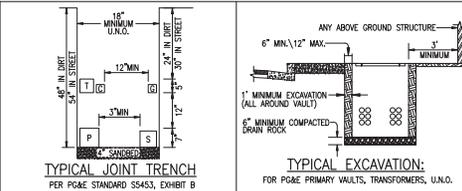
● SYMBOL DESIGNATES THE WORK TO BE PERFORMED BY THE RESPECTIVE CONTRACTOR & UTILITY COMPANIES.  
○ NOT APPLICABLE UNLESS OTHERWISE SPECIFIED  
\* PG&E TO PULL CABLE INTO ENERGIZED ENCLOSURES

THESE PLANS WERE PREPARED IN CONJUNCTION WITH THE FOLLOWING PLANS:

CIVIL IMPROVEMENT PLANS/GRADING PLANS	03-18-2018	PRELIMINARY
ARCHITECTURAL/ELECTRIC PLANS	10-24-2019	PRELIMINARY
APPLICANT DESIGN (GAS)		
APPLICANT DESIGN (ELECTRIC)		
TELEPHONE		
C.A.T.V.		
LANDSCAPE	08-28-2019	PRELIMINARY
LIGHT LOCATIONS		

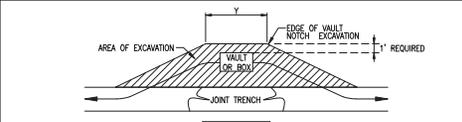
**VIZION UTILITY PARTNERS is not responsible for any schedule changes or reservations.**

OTHER UTILITIES SHOWN ARE INFORMATION AND BASED ON FIELD SURVEY AND AVAILABLE UTILITY INFORMATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND EXTENT OF UTILITIES PRIOR TO THE COMMENCEMENT OF WORK. PHYSICAL VERIFICATION OF UTILITY LOCATIONS SHALL BE PERFORMED BY CAREFUL PROBING OR HAND DIGGING IN ACCORDANCE WITH ARTICLE 6 OF THE CALIFORNIA CONSTRUCTION SAFETY ORDERS.



NOTE: TRENCH DEPTH NOT TO EXCEED 5' UNLESS APPROVED BY PG&E INSPECTOR. IN NO CASE SHOULD PLASTIC GAS PIPE BE INSTALLED AT A DEPTH GREATER THAN 10' UNLESS APPROVED BY PG&E SENIOR GAS ENGINEER.

TRENCHING CONTRACTOR SHALL NOT ASSUME THAT EITHER OF THE ABOVE DETAILS WILL BE ACCEPTABLE TO PG&E. YOU ARE REQUIRED TO CONTACT THE LOCAL PG&E ENGINEERING OFFICE WITH ANY ISSUE RELATING TO COVERS LESS THAN MINIMUM OR COVERS REQUIRING SHORING. CONCRETE CAPPING IS ONLY ACCEPTABLE WHERE NO OTHER SOLUTION IS POSSIBLE AND ONLY WHEN CERTAIN CRITERIA ARE MET AND ONLY WITH PG&E APPROVAL.



**BOX EXCAVATION**

PRIMARY BOX SIZE	NOTE:
3' x 5'	DISTANCE VARIES PER FIELD CONDITIONS
4'-6" x 8'-6"	11'

**ELECTRIC CONDUIT MINIMUM BEND RADIUS**

CONDUIT DIAMETER	VERTICAL RADIUS	HORIZONTAL RADIUS
3"	24"	36"
4"	24"	36"
6"	36"	54"

NOTE: 315° MAX BENDS IN ANY SECONDARY CONDUIT RUN 200' OR LESS.  
300° MAX BENDS IN ANY PRIMARY CONDUIT RUN.

**TYPICAL GAS METER REQUIREMENTS\***

METER TYPE	LOAD (LPH)	DELIVERY PRESSURE (PSIG)	PAD SIZE (INCHES)	MIN. WIDTH REQUIRED FOR METER X (INCHES)	DISTANCE FROM RISER TO FINISHED SLUR OUT (INCHES)	MIN. HOUSING/NEE (INCHES)
TYPICAL RESIDENTIAL	0-350	0.25	N/A UNLESS USING FLEX-HOSE METER	24	6 TO 9	4
400 TO 1000	351-1,400	0.25	N/A UNLESS USING FLEX-HOSE METER	30	6 TO 9	6
1,401-3,000	1,401-2,400	0.25	N/A UNLESS USING FLEX-HOSE METER	30	6 TO 9	6
1.5M OR 3M ROTARY	1,401-3,000	APPROVED BY PG&E	40 X 36 X 4	52	20	VARIES
5M OR 7M ROTARY	3,001-7,000	APPROVED BY PG&E	78 X 36 X 4	90	20	VARIES
11M OR 16M ROTARY	7,001-16,000	APPROVED BY PG&E	94 X 36 X 4	106	20	VARIES

\*ACTUAL METER-SIZE CONFIGURATIONS MAY DIFFER DEPENDING ON FIELD CONDITIONS AND RESTRICTIONS. FOR GAS METER DETAILS, SEE SECTION 2 OF CURRENT PG&E GAS SERVICE REQUIREMENTS GREENBOOK BY PG&E. PG&E STANDARD METER SPOKING REQUIREMENTS DO NOT INCLUDE CLEARANCE FOR EXHAUSTION VALVES OR OTHER ADDITIONAL SAFETY EQUIPMENT. SEE NOTE 17 UNDER GENERAL NOTES ON SHEET JT-1. \*\*DELIVERY PRESSURE TO BE CONFIRMED BY BUILDING/MECHANICAL PLANS. PG&E MAINTAINS SOLE AUTHORITY TO DETERMINE IF THE ELEVATED DELIVERY-PRESSURE SERVICE IS AVAILABLE AT A SPECIFIC LOCATION.

**GENERAL NOTES:**

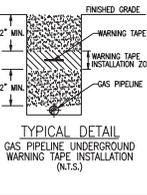
- THE PREFERRED TRENCH LOCATION IS IN A PUBLIC UTILITY EASEMENT (P.U.E.).
- ALL DEPTHS AND RESULTING COVER REQUIREMENTS ARE MEASURED FROM FINAL GRADE.
- CONTRACTOR SHALL MAINTAIN AND RESTORATION SHALL BE AS GREAT AS PRACTICABLE UNDER THE CIRCUMSTANCES, BUT UNDER NO CIRCUMSTANCES SHALL BE LESS THAN THE MINIMUM COVER, CLEARANCE AND SEPARATION REQUIREMENTS SET FORTH IN GENERAL ORDER 128 AND 492P/192.371 AND 492P/192.375 AND 492P/192.377. ALL FACILITIES SHALL BE MAINTAINED IN PLACE OR REPAIRS TO BE MADE AS NECESSARY. THE LOCATION OF ALL UTILITIES SHALL BE DETERMINED PRIOR TO TRENCHING. DIMENSIONAL REQUIREMENTS FOR SHADING, LEVELING, AND BACKFILLING SHALL BE DETERMINED SUBSEQUENT TO COMPLETION.
- TRENCH DIMENSIONS SHOWN ARE TYPICAL. TRENCH SIZES AND CONFIGURATIONS MAY VARY DEPENDING UPON OCCUPANCY AND/OR FIELD CONDITIONS. TRENCH SIZE AND CONFIGURATION MUST AT ALL TIMES BE CONSTRUCTED IN A MANNER THAT ENSURES PROPER CLEARANCES AND SEPARATIONS ARE MAINTAINED THROUGHOUT THE TRENCH WIDTH AND CONFIGURATIONS AS SHOWN IN THIS EXHIBIT MUST BE DESIGNED TO EXCEED THIS REQUIREMENT.
- IT IS PREFERRED TO HAVE NON-PG&E OWNED STREETLIGHTS AT A LEVEL OTHER THAN THE GAS OR ELECTRIC LEVEL. NON-PG&E OWNED STREETLIGHTS MAY BE AT THE ELEVATED LEVEL OF THE TRENCH AS LONG AS MINIMUM CLEARANCES ARE PROVIDED AND COMPLY WITH ALL SPECIAL NOTES FOR A JOINT TRENCH WITH A SECOND ELEVATION FACILITY.
- NON-UTILITY FACILITIES ARE NOT ALLOWED IN ANY JOINT UTILITY TRENCH, E.G., IRRIGATION CONTROL LINES, BUILDING FIRE ALARM SYSTEMS, PRIVATE TELEPHONE SYSTEMS, OUTDOOR ELECTRICAL CABLE, ETC.
- WHEN COMMUNICATION DUCTS ARE INSTALLED, A MINIMUM OF 12" RADIAL SEPARATION SHALL BE MAINTAINED FROM GAS FACILITIES. EXCEPTING WITH MUTUAL AGREEMENT, WHEN 4-INCH DIAMETER OR SMALLER GAS PIPES IS INSTALLED, THE SEPARATION MAY BE REDUCED TO NOT LESS THAN 6 INCHES.
- PROVIDE SEPARATION FROM TRENCH WALL AND OTHER FACILITIES SUFFICIENT TO ENSURE PROPER COMPACTION.
- MAINTAIN PROPER SEPARATION BETWEEN PG&E FACILITIES AND "NET" UTILITY LINES AS DESCRIBED IN UO STANDARD 55453. THE MINIMUM ALLOWABLE HORIZONTAL SEPARATION BETWEEN COMPANY FACILITIES AND "NET" FACILITIES IS 3" WITH A MINIMUM 1" OF UNDISTURBED EARTH OR THE INSTALLATION OF A SUITABLE BARRIER BETWEEN THE FACILITIES. IF 3" IS NOT MAINTAINED, THE TRENCHING CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A BARRIER. "NET" UTILITIES AND COMPANY DRY FACILITIES A VARIANCE MAY BE APPROVED BY THE LOCAL INSPECTION SUPERVISOR AND SUBMITTED TO THE SERVICE PLANNING SUPPORT PROGRAM MANAGER FOR APPROVAL. SEPARATIONS OF 0" OR LESS ARE NOT PERMISSIBLE AND WILL NOT BE ALLOWED. THE COMPANY MAY ASK TO INCREASE MINIMUM 3" SEPARATION REQUIREMENT AT THE REQUEST OF AN APPLICANT IF WARRANTED AND THE NEED IS JUSTIFIED. THE REQUEST FOR A WAIVER MUST:
  - BE MADE IN WRITING AND SUBMITTED TO THE COMPANY AIDE DURING THE PLANNING AND DESIGN PHASE OF THE PROJECT.
  - CLEARLY DESCRIBE THE CONDITIONS NECESSITATING THE WAIVER.
  - INCLUDE A PROPOSED BARRIER AND INCLUDE A BARRIER BETWEEN THE "NET" UTILITIES AND COMPANY DRY FACILITIES IN THE EVENT 1" OF UNDISTURBED EARTH CANNOT BE MAINTAINED. NOTE: DRAIN LINES CONNECTED TO DOWNSPOUTS ON BUILDINGS ARE CONSIDERED A "NET" UTILITY FOR THE PURPOSES OF THIS STANDARD.
- SEPARATIONS SHALL BE MAINTAINED AT ABOVE GROUND TERMINATION POINTS.
- PROCEDURES FOR APPROVING NATIVE BACKFILL FOR SHADING OF PG&E GAS FACILITIES:
  - RANDOM SOIL SAMPLES SHALL BE TAKEN FROM A MINIMUM OF 3 LOCATIONS PER 1,000' OF TRENCH. 100% OF THE SAMPLE MUST PASS THROUGH A 1/2" SIEVE AND 75% MUST PASS THROUGH A #4 SCREEN. ADDITIONAL SAMPLES MUST BE TAKEN IF EXISTING CONDITIONS ARE UNUSUAL.
  - THE SOILS MUST NOT CONTAIN ANY ROCKS THAT HAVE SHARP EDGES OR THAT MAY OTHERWISE BE ABRASIVE.
  - THE SOILS MUST NOT CONTAIN CLODS LARGER THAN 1/2" IF TO BE USED AS SHADING, BEDDING OR LEVELING.
  - COMPACTION REQUIREMENTS MUST MEET ANY APPLICABLE PG&E, FEDERAL, STATE, COUNTY OR LOCAL REQUIREMENTS. THE SEVES AND SCREENING SHALL BE USED TO ACHIEVE THESE REQUIREMENTS.
  - 1/2" SIEVE: 8" DIAMETER BY 2" DEEP, STAINLESS STEEL MESH SCREEN.
  - #4 SCREEN: 8" DIAMETER BY 2" DEEP, STAINLESS STEEL MESH SCREEN.
- PROCEDURES FOR APPROVING NATIVE BACKFILL FOR SHADING AT PG&E ELECTRIC FACILITIES:
  - RANDOM SOIL SAMPLES SHALL BE TAKEN FROM A MINIMUM OF 3 LOCATIONS PER 1,000' OF TRENCH. ADDITIONAL SAMPLES SHALL BE TAKEN IF EXISTING CONDITIONS ARE UNUSUAL.
  - THE SOILS MUST NOT CONTAIN ANY ROCKS THAT HAVE SHARP EDGES OR THAT MAY OTHERWISE BE ABRASIVE.
  - NATIVE SOILS CONTAINING CLODS NOT TO EXCEED 6" IN DIAMETER MAY BE INCLUDED IN THE SHADING MATERIAL PROVIDED THE CLODS ARE EASILY BREAKABLE BY HAND. NOTE: SHADING SHALL BE COVERED PRIMARILY OF ADG, HARD COMPOST (GENSL CLAY) AND BAY MUDS SHALL NOT BE USED AS SHADING MATERIAL.
  - AT NO TIME SHALL THE OVER SATURATION OF NATIVE SOILS BE USED TO ACHIEVE THESE REQUIREMENTS. REFER TO ENGINEERING DOCUMENT NUMBER 13 ON PG&E 4.
- COMPETENT NATIVE SOILS ARE PREFERRED TO BE USED FOR SHADING, BEDDING, AND BACKFILLING THROUGHOUT THE TRENCH.
- WHERE NATIVE SOILS EXCEED 1/2" MINUS AND/OR WHERE GAS IS TO BE PLACED AT THE BOTTOM OF A TRENCH IN AREAS THAT EXCEED 1/2" MINUS SOIL CONDITIONS, OR WHERE THE BOTTOM OF A TRENCH IS CONSIDERED TO CONSIST OF HARD SOILS, THE TRENCHING CONTRACTOR SHALL BE RESPONSIBLE FOR SHADING AND/OR BEDDING OF GAS FACILITIES.
- POST APPROVED IMPORT MATERIAL IS PER COT ENGINEERING GUIDELINE 4128.
- IF A VARIANCE IS REQUIRED FOR GAS FACILITIES, THE USE OF NATIVE SOILS IS PREFERRED, BUT IF 1/2" MINUS CONDITIONS ARE NOT ATTAINABLE WITH THE NATIVE SOILS, THEN THE USE OF PG&E APPROVED IMPORT MATERIALS IS REQUIRED. BEDDING UNDER GAS FACILITIES WILL BE A MINIMUM OF 3" OF COMPACTED 1/2" MINUS NATIVE SOILS OR PG&E APPROVED IMPORT MATERIAL.
- POST APPROVED IMPORT MATERIAL IS PER NOTE 12. THIS APPLIES TO LEVELING COURSES AS WELL AS SHADING. THE MINIMUM PG&E APPROVED BEDDING MATERIAL MAY BE INCREASED AT THE DISCRETION OF PG&E WHEN WARRANTED BY EXISTING FIELD CONDITIONS (E.G., ROCKY SOILS, HARD PAUL, ETC.).
- THE USE OF ANY IMPORTED MATERIAL FOR BACKFILLING PURPOSES SHALL BE LIMITED TO THOSE SITUATIONS WHEN NATIVE SOILS DO NOT ALLOW FOR REQUIRED COMPACTION.
- THE APPLICANT IS RESPONSIBLE FOR THE REMOVAL OF EXCESS SPOIL AND ASSOCIATED COSTS.
- SEPARATION BETWEEN GAS FACILITIES AND ELECTRIC FACILITIES MAY BE REDUCED TO 6" WHEN CROSSING.
- SERVICE SADDLES ARE THE PREFERRED SERVICE FITTINGS FOR USE THROUGHOUT THE JOINT TRENCH PROJECT. ALL PROJECTS WILL BE DESIGNED AND ESTIMATED USING SERVICE SADDLES. HOWEVER, SERVICE TEES MAY BE USED IF ALL CLEARANCES, SEPARATION, AND COVERAGE REQUIREMENTS ARE MAINTAINED.
- CONTRACTOR TO INCREASE METER SPACING AS NECESSARY WHEN EXHAUSTION VALVES OR OTHER ADDITIONAL SAFETY EQUIPMENT ARE REQUIRED. EXHAUSTION VALVES OR OTHER ADDITIONAL SAFETY EQUIPMENT MAY BE USED IF ALL CLEARANCES, SEPARATION, AND COVERAGE REQUIREMENTS DO NOT INCLUDE CLEARANCE FOR EXHAUSTION VALVES.

**TRANSFORMER CLEARANCE REQUIREMENTS:**

- ABOVE ANY SINGLE PHASE TRANSFORMER LOCATION, MAINTAIN 20' UNOBSTRUCTED OVERHEAD CLEARANCE OVER TRANSFORMER VAULT/PAD.
- ABOVE ANY THREE PHASE TRANSFORMER LOCATION, MAINTAIN 30' UNOBSTRUCTED OVERHEAD CLEARANCE OVER TRANSFORMER VAULT/PAD.

**GAS PIPELINE UNDERGROUND WARNING TAP NOTES:**

- A WARNING TAP IS TO BE INSTALLED IN OPEN TRENCH INSTALLATION OVER GAS PIPELINES IN BOTH TRENCHES AND UNEXCAVATED AREAS. THE WARNING TAP SHALL BE INSTALLED IN THE TRENCH AND THE TAP AS POSSIBLE, INSTALL THE TAP ALONG THE LENGTH OF THE TRENCH. THE WARNING TAP IS INTENDED FOR USE FOR EXCAVATION DIGGING IN THE "WARNING ZONE" TO STRIKE THE WARNING TAP PRIOR TO THE PIPELINE. WHEN THE WARNING TAP IS STRUCK, THE TAP SHALL BE EXCAVATED WITH EXCAVATING EQUIPMENT IT STRIKES WITHOUT BREAKING, THIS ALERTING THE EXCAVATOR OF THE FACILITY LOCATION.
- INSTALL 6" WIDE WARNING TAPE BEHIND THE GAS PIPELINE AT LEAST 12" BELOW GRADE, AND NO CLOSER THAN 12" FROM THE PIPE. INSTALLATION SHALL PROCEED BETWEEN THE FINISHED GRADE AND THE WARNING TAPE AS POSSIBLE. INSTALL THE TAP ALONG THE LENGTH OF THE TRENCH. THE WARNING TAP IS INTENDED FOR USE FOR EXCAVATION DIGGING IN THE "WARNING ZONE" TO STRIKE THE WARNING TAP PRIOR TO THE PIPELINE. WHEN THE WARNING TAP IS STRUCK, THE TAP SHALL BE EXCAVATED WITH EXCAVATING EQUIPMENT IT STRIKES WITHOUT BREAKING, THIS ALERTING THE EXCAVATOR OF THE FACILITY LOCATION.
- WARNING TAP SHALL BE BRIGHTLY COLORED YELLOW AND MARKED "CAUTION: GAS LINE BEHIND" WITH A SIMILAR MARKING.
- WARNING TAP SHALL BE STORED IN SUCH A MANNER THAT LIMITS ULTRAVIOLET (UV) EXPOSURE.



**PG&E PM#S:**

ELECTRIC:  
GAS:

**DESIGN CHANGE COMPONENT**  
ANY CHANGES TO THIS DESIGN MUST BE APPROVED BY  
PG&E GAS AIDE

**CONSTRUCTION NOTES:**

- ALL TRENCHING, BACKFILLING AND INSTALLATION BY CONTRACTOR MUST COMPLY WITH PG&E UO STANDARD 55453 (EFFECTIVE DATE 7-5-2006).
- ALL WORK MUST COMPLY WITH P.G. & E. TELEPHONE, C.A.T.V., STANDARDS AND PRACTICES. ALL WORK MUST BE INSPECTED AND APPROVED BY RESPECTIVE INSPECTORS. RANDOM SOIL SAMPLES SHALL BE TAKEN FROM A MINIMUM OF THREE LOCATIONS PER 1,000' OF TRENCH. 100% OF THE SAMPLES MUST PASS THROUGH A 1/2" SIEVE AND 75% MUST PASS THROUGH A #4 SCREEN. ADDITIONAL SAMPLES MUST BE TAKEN IF EXISTING SOIL CONDITIONS CHANGE AND IS TO BE AT THE DISCRETION OF THE PG&E REPRESENTATIVE ON SITE. THE SOILS MUST NOT CONTAIN ANY ROCKS THAT HAVE SHARP EDGES OR THAT MAY OTHERWISE BE ABRASIVE. THE SOILS MUST NOT CONTAIN CLODS LARGER THAN 1/2" IF TO BE USED AS SHADING, BEDDING OR LEVELING MATERIALS. COMPACTION REQUIREMENTS MUST MEET ANY APPLICABLE PG&E, FEDERAL, STATE, COUNTY OR LOCAL REQUIREMENTS. ANY NATIVE SOILS OR IMPORT MATERIALS USED MUST NOT HINDER THESE EFFORTS.
- BACKFILL SHALL BE APPROVED BY THE UTILITY COMPANIES AND THE CITY. COMPACTION WILL BE TESTED AND PASSED BY THE SOILS ENGINEER.
- IF SOIL IS NOT ROCK FREE, ADD 4" DEPTH OF TRENCH FOR SAND BEDDING.
- VERIFY SPICE BOX EXCAVATION SIZES WITH SUPPLIERS).
- THE TRENCHING CONTRACTOR SHALL COORDINATE THE UTILITY COMPANIES' INSTALLATION. THE TRENCHING CONTRACTOR TO PLACE CONNECTING CONDUIT WITHIN 5' OF BUILDING EXTERIOR WALL.
- CONTRACTOR SHALL MAKE HIMSELF FAMILIAR WITH THE PROJECT IMPROVEMENT PLANS AND CONDUCT HIS WORK ACCORDINGLY.
- IT IS THE TRENCHING CONTRACTOR'S RESPONSIBILITY TO PROTECT IN PLACE ALL EXISTING FACILITIES. NO EXTRA PAYMENT WILL BE CONSIDERED FOR CROSSING OTHER SYSTEMS.
- VIZION UTILITY PARTNERS ASSUMES NO RESPONSIBILITY FOR THE PROJECT CONDITIONS. THESE DRAWINGS WERE PREPARED USING DATA SUPPLIED BY PG&E, TELEPHONE, C.A.T.V., IMPROVEMENT PLANS AND THE CITY'S "WHODUN" AS BUILT INFORMATION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PHYSICALLY REVIEW THE PROJECT PRIOR TO SUBMITTING HIS BID.
- CONTRACTOR WILL COMPLY WITH ALL LAWS, ORDINANCES AND REGULATIONS. CONTRACTOR SHALL BE FAMILIAR WITH O.S.H.A., INDUSTRIAL SAFETY ORDERS AND SHALL CONDUCT HIS WORK ACCORDINGLY. WHEN WORKING NEAR ENERGIZED OR "HOT" EQUIPMENT, THE UTILITY OWNER SHALL BE NOTIFIED TO SUPPLY THE APPROPRIATE MAN POWER. PUBLIC SAFETY AND TRAFFIC CONTROL MEASURES ARE THE CONTRACTOR'S RESPONSIBILITY.
- THE CONTRACTOR SHALL PROTECT CONSTRUCTION STAKING. HE SHALL COORDINATE STAKING WITH THE PROJECT'S CIVIL ENGINEER.
- CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA) TWO WORKING DAYS PRIOR TO START OF WORK.
- CONTRACTOR SHALL NOTIFY INSPECTORS OF ANY POTENTIAL CONFLICTS PRIOR TO START OF WORK.
- THIS PLAN IS TO BE USED FOR SOLE PURPOSE OF DIGGING THE JOINT TRENCH. SEE PG&E, AT&T, AND COMCAST PLANS FOR EXACT SIZE AND NUMBER OF CONDUITS INSTALLED IN THE JOINT TRENCH. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THE CORRECT NUMBER, SIZE AND TYPES OF CONDUITS ARE INSTALLED PER THE ENGINEERED PLANS BY EACH UTILITY COMPANY.
- NOTE: PLANS ISSUED AT THE PRE-CONSTRUCTION MEETING MAY BE SUBJECT TO REVISIONS. IF FINAL PLANS FROM EACH UTILITY COMPANY WERE NOT AVAILABLE AT THE START OF CONSTRUCTION:
  - WATER, SEWER, GAS, SANITARY WASTE, FUELS (INCLUDING DIESEL, GAS AND GASOLINE), OIL, PROPANE AND OTHER VOLATILE HEAVIER THAN AIR GASES, STEAM, HEATING, AIR CONDITIONING, AND OTHER "NET" FACILITIES SHALL MAINTAIN A MINIMUM OF THREE FEET FROM THE NEAREST UNDER SURFACE OF PG&E FACILITIES WITH NO LESS THAN ONE FOOT OF EARTH SOIL BARRIER BETWEEN THE ADJACENT SIDES OF THE INDIVIDUAL TRENCHES.
  - IN THE EXTRAORDINARY CASE THAT THE MINIMUM THREE FOOT HORIZONTAL SEPARATION CANNOT BE ATTAINED BETWEEN "NET" UTILITIES AND COMPANY DRY FACILITIES, A VARIANCE MAY APPROVED BY THE LOCAL INSPECTION SUPERVISOR AND SUBMITTED TO SERVICE PLANNING SUPPORT PROGRAM MANAGER FOR APPROVAL.
- ALL METER PANELS: INDIVIDUAL RESIDENTIAL OR NONRESIDENTIAL APPLICANTS WITH A METER PANEL RATING OF ANY SIZE, INSTALLED INSIDE A METER ROOM OR OTHER STRUCTURE, MUST FOLLOW ALL OF THE REQUIREMENTS DESCRIBED BELOW.
  - INSTALL OWN AND MAINTAIN A SEPARATE, NOMINAL 2-INCH DIAMETER CONDUIT WITH PULL TAPE INSIDE OF THE CONDUIT AND PULL TAPE MUST EXTEND FROM THE OUTSIDE SURFACE OF THE BUILDING AND TERMINATE OUTSIDE. THE METER PANEL OR SWITCHBOARD AT THE TOP OF THE METER SECTION.
  - INSTALL THE 2-INCH DIAMETER CONDUIT AND PULL TAPE OUT THE OUTSIDE OF THE BUILDING A MINIMUM OF 8 FEET AND A MAXIMUM OF 10 FEET ABOVE GRADE, THE OPEN END OF THE CONDUIT THAT IS EXPOSED TO THE OUTSIDE MUST HAVE A REMOVABLE TEMPORARY CAP OR PLUG.
  - DO NOT USE THE CONDUIT, THE CONDUIT IS FOR PG&E'S METERING EQUIPMENT ONLY.
- THIS JOINT TRENCH PLAN WAS PREPARED BASED ON TOPOGRAPHICAL SURVEY AS PROVIDED BY A CIVIL ENGINEER. THE CONTRACTOR IS CAUTIONED THAT EXPLORATORY WORK IS NECESSARY TO DETERMINE THE ACTUAL LOCATION OF ANY EXISTING UTILITY. VIZION UTILITY PARTNERS STRONGLY RECOMMENDS THAT ALL UTILITIES BE PHYSICALLY LOCATED ON THE SITE BEFORE THE ONSET OF SITE WORK. SUBSTRUCTURE LOCATIONS MAY REQUIRE FIELD ADJUSTMENT TO COMPENSATE FOR ACTUAL EXISTING UTILITY LOCATIONS.

**STRUCTURE VERIFICATION STAMP**

DEVELOPER  
PLEASE NOTE AND SIGN

ALL PG&E ENCLOSURES AND BOXES HAVE BEEN SET TO GRADE, ACCORDING TO GRADE STAKES PROVIDED BY THE DEVELOPER'S ENGINEER. ALL COSTS TO RELOCATE OR RE-WORK BOXES AT A LATER DATE WILL BE BORNE BY THE DEVELOPER. PLEASE HAVE YOUR SITE VERIFY THE CORRECT GRADE OF ALL ENCLOSURES OR BOXES, AND SIGN AND DATE DRAWING. THANK YOU!

SIGNED: \_\_\_\_\_  
DATE: \_\_\_\_\_

**UTILITY APPROVALS**

UTILITY	APPROVED BY	DATE	FOR VIZION USE ONLY	
PG&E ELECTRIC			INITIALS	DATE
PG&E GAS				
AT&T (PHONE)				
COMCAST (CATV)				
CITY ENGINEER				

DEVELOPER:  
706-716 SANTA CRUZ AVE LLC  
700 SANTA CRUZ AVE  
MENLO PARK, CA 94025  
VASILE C. OROS  
T: 415-260-0608  
EMAIL: vros11@AOL.COM

**SHEET INDEX**

JT-1	JOINT TRENCH TITLE SHEET
JT-2	JOINT TRENCH INTENT

PROFESSIONAL SEAL: DAVID B. HOODING, REGISTERED PROFESSIONAL CIVIL ENGINEER, NO. 26422, Exp. 03-31-20

DATE: \_\_\_\_\_  
REVISION: \_\_\_\_\_  
SHEET NO.: 1 OF 2

**Vizion Utility PARTNERS**  
UTILITY ENGINEERS, CONSULTANTS & ARCHITECTS DESIGN  
1000 RICHMOND STREET, SUITE 100, MENLO PARK, CA 94025  
TEL: 650.321.1114 FAX: 650.321.1115

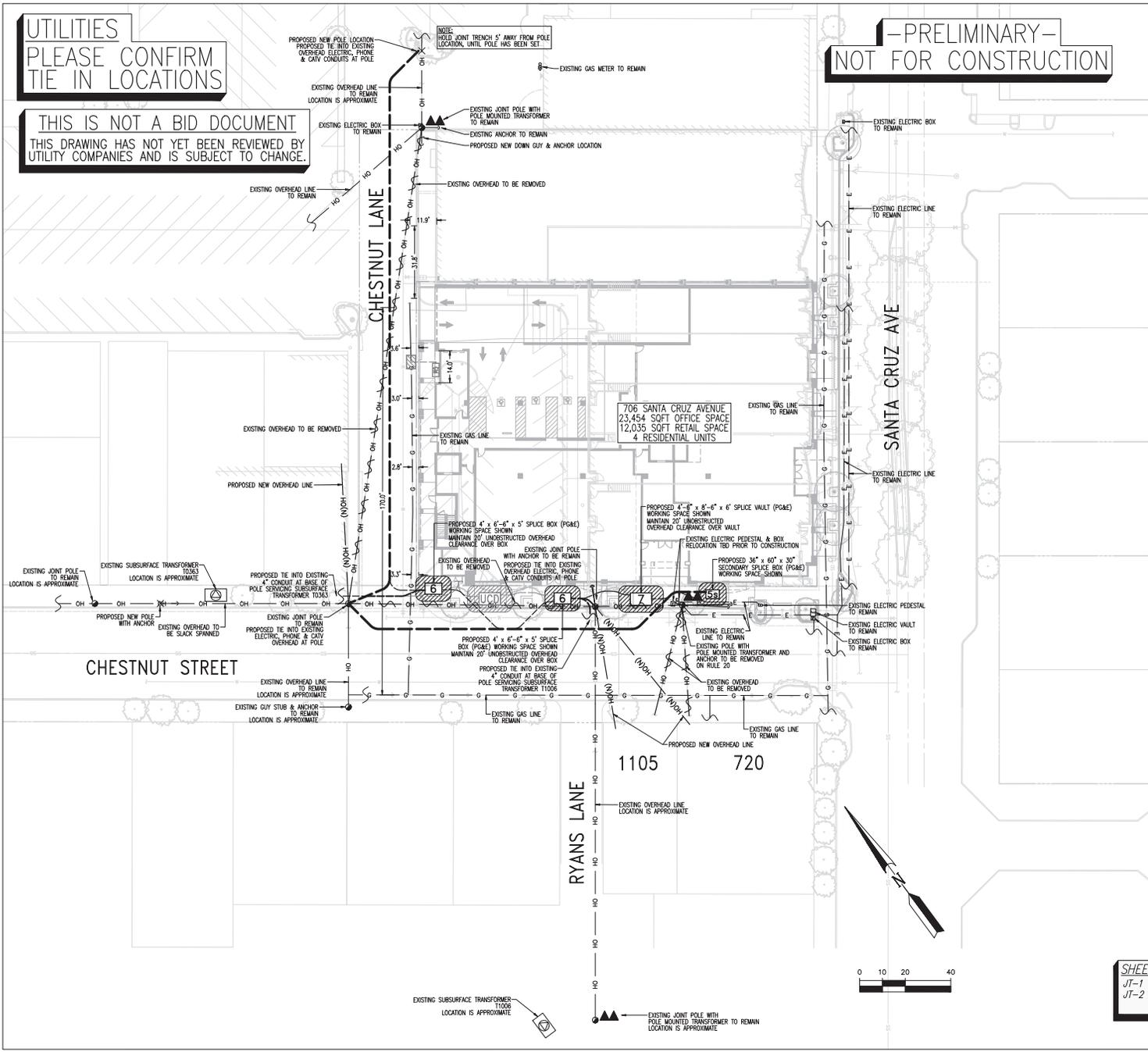
PROJECT NO.: 19-969  
SCALE: N.T.S.  
PREPARED BY: J. KLEIN  
DESIGNED BY: M. HOANG  
CHECKED BY: \_\_\_\_\_  
DATE: 10-28-2019  
DRAWING NO.: JT-1  
SHEET: 1 OF 2



**UTILITIES**  
PLEASE CONFIRM  
TIE IN LOCATIONS

**THIS IS NOT A BID DOCUMENT**  
THIS DRAWING HAS NOT YET BEEN REVIEWED BY  
UTILITY COMPANIES AND IS SUBJECT TO CHANGE.

**-PRELIMINARY-  
NOT FOR CONSTRUCTION**



**NOTE TO CONTRACTOR:**  
FOR CONTRACTOR'S WORK RESPONSIBILITY,  
REFER TO JOINT TRENCH TITLE SHEET (JT-1)

- LEGEND**
- PROPOSED JOINT TRENCH
  - x PROPOSED NEW POLE
  - [Symbol] PROPOSED 4'-6" x 8'-6" x 6' SPLICE VAULT (PG&E) WORKING SPACE SHOWN MAINTAIN 20' UNOBSTRUCTED OVERHEAD CLEARANCE OVER VAULT
  - [Symbol] PROPOSED 4' x 6'-6" x 5' SPLICE BOX (PG&E) WORKING SPACE SHOWN MAINTAIN 20' UNOBSTRUCTED OVERHEAD CLEARANCE OVER BOX
  - [Symbol] PROPOSED 36" x 60" x 30" SECONDARY SPLICE BOX (PG&E) WORKING SPACE SHOWN
  - E EXISTING ELECTRIC LINE
  - EXISTING JOINT POLE TO REMAIN
  - ▲ EXISTING POLE MOUNTED TRANSFORMER
  - [Symbol] EXISTING ELECTRIC VAULT
  - [Symbol] EXISTING SUBSURFACE TRANSFORMER
  - EXISTING ELECTRIC PEDESTAL
  - [Symbol] EXISTING ELECTRIC BOX
  - OH EXISTING OVERHEAD LINE
  - G EXISTING GAS LINE
  - OH EXISTING OVERHEAD TO BE REMOVED
  - ▲ EXISTING POLE MOUNTED TRANSFORMER TO BE REMOVED

SUBSTRUCTURE LOCATIONS MUST BE STAKED BY A LICENSED SURVEYOR PRIOR TO CONSTRUCTION. SEE CONSTRUCTION NOTES ON JOINT TRENCH TITLE SHEET (JT-1) REGARDING EXISTING CONDITIONS.

REFER TO PG&E UTILITY BULLETIN TD-7001B-005 DOCUMENT FOR SMART METER ANTENNA CONSTRUCTION REQUIREMENTS.

**NOTE TO COMCAST:**  
PLEASE CONFIRM WHO WILL PROVIDE CONDUIT AND VAULTS. DEVELOPER TO PROVIDE TRENCH.

**NOTE FOR UNDERGROUND ELECTRIC INSTALLATION:**  
USE OF STANDARD PVC DB-120 IS NO LONGER APPROVED BY PG&E FOR 2" CONDUIT SIZE AND BENDS. PVC DB-120 CELLULAR CORE CONDUIT CAN BE USED IN PLACE OF STANDARD PVC DB-120 CONDUIT. FOR ALL APPROVED 2" CONDUITS AND BENDS, SEE BULLETIN TD-062288B-001.

DATE:	
REVISION:	
CHECKING:	
DATE:	

**JOINT TRENCH INTENT  
706 SANTA CRUZ AVENUE  
WRO**

706-716 SANTA CRUZ AVE LLC

MENLO PARK

**Vizion Utility PARTNERS**  
UTILITY ENGINEERS, CONSULTANTS & STREETLIGHT DESIGN  
700 BONDWIRE DRIVE SUITE 100 SAN JOSE, CA 95128

PROJ. NO: 19-969  
SCALE: 1" = 20'  
PREPARED BY: J. KLEIN  
DRAWN BY: M. HOANG  
CHECKED BY:  
LAST UPDATED: 10-28-2019  
DRAWING NO: JT-2  
SHEET: 2 OF 2

DRAWING NAME: \\santa\proj\2019\19-969\_206\_wro\wro\_1105\_mh\pdp\pdp\_wro.dwg  
 DATE PLOTTED: Monday, October 28, 2019 10:52:32 AM  
 PLOTTED BY: MNH HOANG

**SHEET INDEX**  
JT-1 JOINT TRENCH TITLE SHEET  
JT-2 JOINT TRENCH INTENT



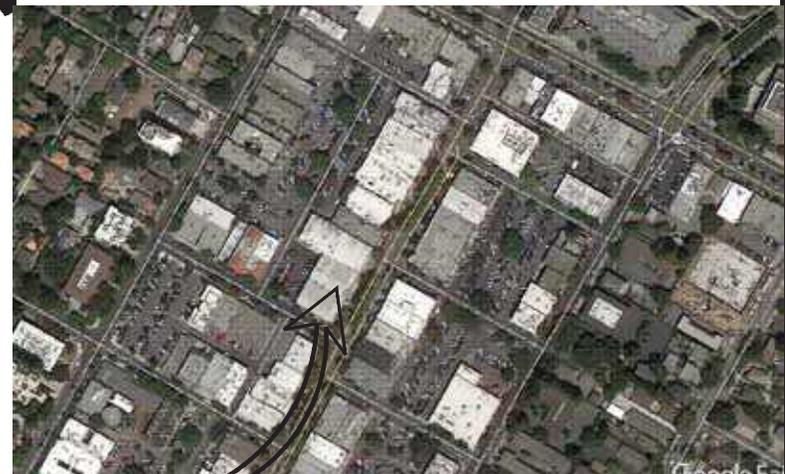
# TEMPORARY EARTH RETENTION SYSTEM 706-716 SANTA CRUZ AVENUE MENLO PARK , CA

PRELIMINARY DESIGN  
NOT FOR CONSTRUCTION

FOR:



JOB NO. 170401  
JUNE 24, 2019



PROJECT LOCATION

## SITE LOCATION PLAN

**SCOPE OF WORK**

AS A PART OF MIXED USE BUILDING 706-716 SANTA CRUZ AVENUE PROJECT IN MENLO PARK, CA, IT IS NECESSARY TO PROVIDE TIEBACK SOLDIER BEAM SHORING WALL WITH UNDERPINNING DESIGN.

**GENERAL**

1. ALL CONSTRUCTION SHALL CONFORM TO THE GEOTECHNICAL ENGINEERING CIRCULAR NO. 4, PUBLICATION NO. FHWA-IF-99-015 - GROUND ANCHORS AND ANCHORED SYSTEMS PUBLISHED BY FHWA JUNE 1999, CALIFORNIA BUILDING CODE (2016 ED.), AND REGULATIONS OF CITY OF MENLO PARK, CA.
2. ALL MATERIAL AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE GUIDELINES ESTABLISHED IN THE "TRENCHING AND SHORING MANUAL" PUBLISHED BY OFFICE OF STRUCTURES, CALTRANS.
3. THESE DRAWINGS ARE BASED ON AND MUST BE READ IN CONJUNCTION WITH 706 SANTA CRUZ AVE. MENLO PARK ARCHITECTURAL REVIEW PLAN DATED MAY 13, 2019 BY FORM4 ARCHITECTURE.
4. THE DATA FOR THE ALIGNMENT OF THE WALL, ITS GEOMETRY AND ELEVATIONS ARE FOR REFERENCE ONLY AND ARE BASED ON THE INFORMATION GIVEN ON FOUNDATION PLANS. THE GENERAL CONTRACTOR IS TO VERIFY ALL DIMENSIONS, OFFSETS, ELEVATIONS AND CONDITIONS AT THE SITE AND REPORT ANY DISCREPANCIES AND LACK OF COORDINATION BETWEEN THESE DRAWINGS AND FOUNDATION PLAN TO THE EARTH RETENTION ENGINEER, PB&A INC., IN A TIMELY MANNER.
5. LINES AND GRADES SHALL BE ESTABLISHED BY THE GENERAL CONTRACTOR TO INSURE PROPER HORIZONTAL ALIGNMENT OF WALL AND LOCATION OF THE SOLDIER BEAMS.
6. THE GENERAL CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES AND OTHER OBSTACLES. ALL EXISTING UTILITIES SHOWN ON THESE PLANS ARE FOR REFERENCE ONLY. GENERAL CONTRACTOR IS RESPONSIBLE TO POTHOLE ALL UTILITIES (AS NEEDED) BEFORE SHORING WALL CONSTRUCTION IS TO BEGIN. GENERAL CONTRACTOR IS TO REPORT ALL INTERFERENCES BETWEEN THE UTILITIES OR OTHER OBSTACLE WITH THE SOLDIER BEAM AND TIEBACKS TO THE SHORING ENG., PB&A IN A TIMELY MANNER.
7. THE SHORING SYSTEM IS DESIGNED FOR A SURCHARGE WHICH INCLUDES REGULAR TRAFFIC LOADING AND LIGHT WEIGHT CONSTRUCTION EQUIPMENT, SUCH AS CONCRETE TRUCKS, ETC. CRANES AND DRILLED RIG EXCLUDED. HEAVY CONSTRUCTION EQUIPMENT IS TO BE KEPT A DISTANCE EQUIVALENT TO THE DEPTH OF THE EXCAVATION AWAY FROM THE EDGE OF THE RETAINING WALL.

**DESIGN CRITERIA**

THE DESIGN OF THE EARTH RETENTION SYSTEM IS BASED ON THE TEST BORING LOGS AND THE INFORMATION CONTAINED IN THE "GEOTECHNICAL INVESTIGATION FOR MIXED-USE BUILDING 706-716 SANTA CRUZ AVENUE MENLO PARK, CALIFORNIA 94025", DATED DECEMBER, 2015, PREPARED BY ROMIG ENGINEERS, INC.

**MATERIALS-SOLDIER BEAM, AND TIEBACKS:**

1. TIEBACK ANCHORS SHALL BE 0.6" DIA. 7-WIRE, LOW RELAXATION 270 KSI STRAND CONFORMING TO ASTM A416.
2. TIE ROD SHALL BE THREADED BAR TO CONFORM TO ASTM A722 GRADE 150.
3. BAR COUPLERS SHALL DEVELOP THE FULL ULTIMATE TENSILE STRENGTH OF THE BAR AS CERTIFIED BY THE MANUFACTURER.
4. CENTRALIZERS - MANUFACTURED FROM PVC PIPING.
5. STRUCTURAL STEEL FOR WIDE FLANGE SOLDIER BEAMS SHALL CONFORM TO ASTM A36 OR EQUAL GRADE.
6. STRUCTURAL STEEL FOR MISCELLANEOUS ITEMS SUCH AS STIFFENER AND BEARING PLATES PACKING, ANGLES, CONFORM TO THE REQUIREMENTS OF ASTM A36.
7. GROUT USED IN TIEBACKS SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,000 P.S.I. MIN. 6 SACKS OF CEMENT PER CUBIC YARD.
8. ALL WELDING SHALL CONFORM TO A.W.S. STANDARDS AND BE DONE BY CERTIFIED WELDERS HAVING A CURRENT CERTIFICATION & USING E70XX ELECTRODES.
9. LAGGING SHALL BE D.F. #2.
10. LEAN CONCRETE MIX FOR BACKFILLING THE DRILLED HOLE BEAM EMBEDMENT BELOW THE BOTTOM OF THE EXCAVATION IS TO CONTAIN MIN. 2 SACK OF CEMENT PER CU. YD. OF CONCRETE.

**CONSTRUCTION PROCEDURE FOR TIEBACK SOLDIER BEAM SHORING**

1. DRILL HOLES FOR SOLDIER BEAMS AT THE LOCATION AND TO THE DEPTH AS INDICATED ON THE PLANS.
2. BACKFILL THE DRILLED HOLE BELOW AND ABOVE THE BOTTOM OF THE EXCAVATION WITH LEAN CONCRETE MIX PER NOTE 10 ABOVE.
3. EXCAVATE AND PLACE LAGGING TO PREVENT LOSS OF GROUND. PLACEMENT OF LAGGING BELOW THE DEPTH OF 20' MAY CEASE, W/ WRITTEN PERMISSION FROM THE SHORING ENGINEER IN APPROPRIATE LOCATIONS AND AS GROUND CONDITIONS WARRANT.
4. STEEL PLATE LAGGING MAY BE USED ABOVE TIEBACK LOCATION FOR TIEBACK BEAMS AND FOR THE ENTIRE DEPTH OF EXCAVATION FOR THE CANTILEVER BEAMS.
5. CONTINUE TO EXCAVATE TO NOT MORE THAN 1'-6" BELOW THE LEVEL OF THE TIEBACK OR AS SOIL PERMITS. THEN DRILL HOLE FOR THE TIEBACKS TO THE SUGGESTED DEPTH AS NECESSARY. FILL THE DRILLED HOLE THROUGH OUT WITH GROUT TIEBACKS MAY BE REGROUTED AS NECESSARY TO ASSURE COMPLIANCE WITH THE TESTING SCHEDULE.
6. EXCAVATION IS TO PROCEED IN LIFTS AS SOIL STABILITY ALLOWS, (5' MAX.). AN APPROPRIATE BERM IS TO BE CREATED SO THAT THE DRILL RIG CAN DRILL THE HOLE FOR THE TIEBACKS.
7. TEST TIEBACKS NO EARLIER THAN 3 DAYS AFTER GROUTING ACCORDING TO THE PROCEDURE DESCRIBED ON THIS SHEET.
8. CONTINUE EXCAVATION AND LAG.
9. ANY LOSS OF GROUND FROM BEHIND LAGGING IS TO BE REPLACED WITH LEAN MIX OF CEMENT SAND SLURRY.

**TIEBACK TESTING PROCEDURE:**

EVERY TIEBACK SHALL BE PROOF TESTED. TESTING SHALL BE PERFORMED BY INCREMENTALLY LOADING THE TIEBACK IN ACCORDANCE WITH THE SCHEDULES SHOWN ON PLANS. AT EACH LOAD INCREMENT THE MOVEMENT OF THE END OF THE TIEBACK SHALL BE RECORDED TO THE NEAREST .001" WITH RESPECT TO AN INDEPENDENT FIXED REFERENCE POINT NOT ATTACHED TO THE SHORING WALL. THE ANCHOR LOAD SHALL BE MEASURED WITH A PRESSURE GAUGE CALIBRATED WITH THE JACK, WHICH SHALL BE ACCURATE ENOUGH TO READ 200 PSI CHANGES IN HYDRAULIC PRESSURE, OR A 4-KIP (4000 POUNDS) DIFFERENTIAL IN FORCE, WHICHEVER IS THE LESSER. THE PUMP SHALL BE CAPABLE OF APPLYING EACH LOAD INCREMENT IN LESS THAN ONE MINUTE, AND SHALL MAINTAIN THE TEST LOAD AS REQUIRED DUE TO CREEP OF THE TIEBACKS AND/OR MOVEMENT OF THE WALL.

FOR EACH PROOF TEST THE FOLLOWING INFORMATION SHALL BE RECORDED:

1. TIEBACK NUMBER AND LOCATION.
  2. INSTALLED FREE LENGTH AND BONDED LENGTH OF THE TIEBACK.
- DURING TIEBACK TESTING, THE FOLLOWING INFORMATION SHALL BE RECORDED FOR EACH LOAD INCREMENT AND CORRESPONDING OBSERVATION PERIOD:
- A. LOAD SEQUENCE NUMBER AND % OF DESIGN LOAD; MAXIMUM LOAD PER SCHEDULE.
  - B. DIAL PRESSURE AND CORRESPONDING LOAD IN KIPS (200 PSI INCREMENTS).
  - C. OBSERVATION PERIOD IN MINUTES AND/OR SECONDS FROM THE TIME AT WHICH THE SPECIFIED LOAD IS REACHED.
  - D. MOVEMENT OF THE END OF THE TIEBACKS TO THE NEAREST .001 INCH. ZERO MOVEMENT SHALL BE ASSUMED AT THE INITIAL ALIGNMENT LOAD (AL), WHICH IS SEQUENCE NUMBER 1.

**PROOF TEST**

THE PROOF TESTS SHALL BE PERFORMED BY INCREMENTALLY LOADING THE TIEBACKS IN ACCORDANCE WITH THE PROOF TEST SCHEDULE SHOWN ABOVE. AT EACH INCREMENT OF THE LOAD ZERO BE MAINTAINED UNTIL THE RATE OF TIEBACK MOVEMENT IS CLEARLY APPROACHING ZERO. THE MINIMUM OBSERVATION PERIOD SHALL BE ONE MINUTE. THE 125% DL MAXIMUM TEST LOAD SHALL BE HELD FOR AT LEAST 10 MINUTES, AND AS MUCH AS 60 MINUTES, AS DESCRIBED BELOW. FOR FINAL SEQUENCE MAXIMUM TEST LOAD, THE TIEBACK SHALL BE LOADED TO 125% DESIGN LOAD AND THE TIEBACK MOVEMENT SHALL BE RECORDED FOR OBSERVATION PERIODS OF 1, 2, 3, 4, 5, 7, AND 10 MINUTES. IF THE TOTAL ELONGATION BETWEEN 1 MINUTE AND 10 MINUTES DOES NOT EXCEED .04 INCHES, THEN THE TIEBACK SHALL BE CONSIDERED ACCEPTABLE AND THE TEST MAY BE DISCONTINUED. IF THE ELONGATION BETWEEN 1 MINUTE AND 10 MINUTES EXCEEDS .04 INCHES, THEN MONITORING OF TIEBACK MOVEMENT SHALL CONTINUE FOR AN ADDITIONAL 50 MINUTES, WITH MOVEMENTS RECORDED AT 15, 20, 25, 30, 45 AND 60 MINUTES SO THAT A CREEP CURVE CAN BE PLOTTED. AT THE END OF THE PROOF TEST THE TIEBACK SHALL BE LOCKED OFF AT LOCK-OFF LOAD, AS SPECIFIED IN THE SCHEDULE. THE MAXIMUM 125% DL TEST LOAD ELONGATION IS MEASURED FOR 60 MINUTES, THE TIEBACK WILL BE CONSIDERED ACCEPTABLE IF THE ELONGATION DOES NOT EXCEED 0.08".

PROOF TEST SCHEDULE
LOADING SEQUENCE
ALIGNMENT LOAD
0.25 DESIGN LOAD
0.50 DESIGN LOAD
0.75 DESIGN LOAD
1.00 DESIGN LOAD
1.25 DESIGN LOAD



**DRAWING LISTS**

- SH1.0 GENERAL NOTES
- SH2.0 SHORING KEY PLAN
- SH3.0 PLAN & ELEVATION
- SH3.1 PLAN & ELEVATION
- SH3.2 PLAN & ELEVATION
- SH3.3 PLAN & ELEVATION
- SH3.4 PLAN & ELEVATION
- SH3.5 PLAN & ELEVATION
- SH4.0 SECTION

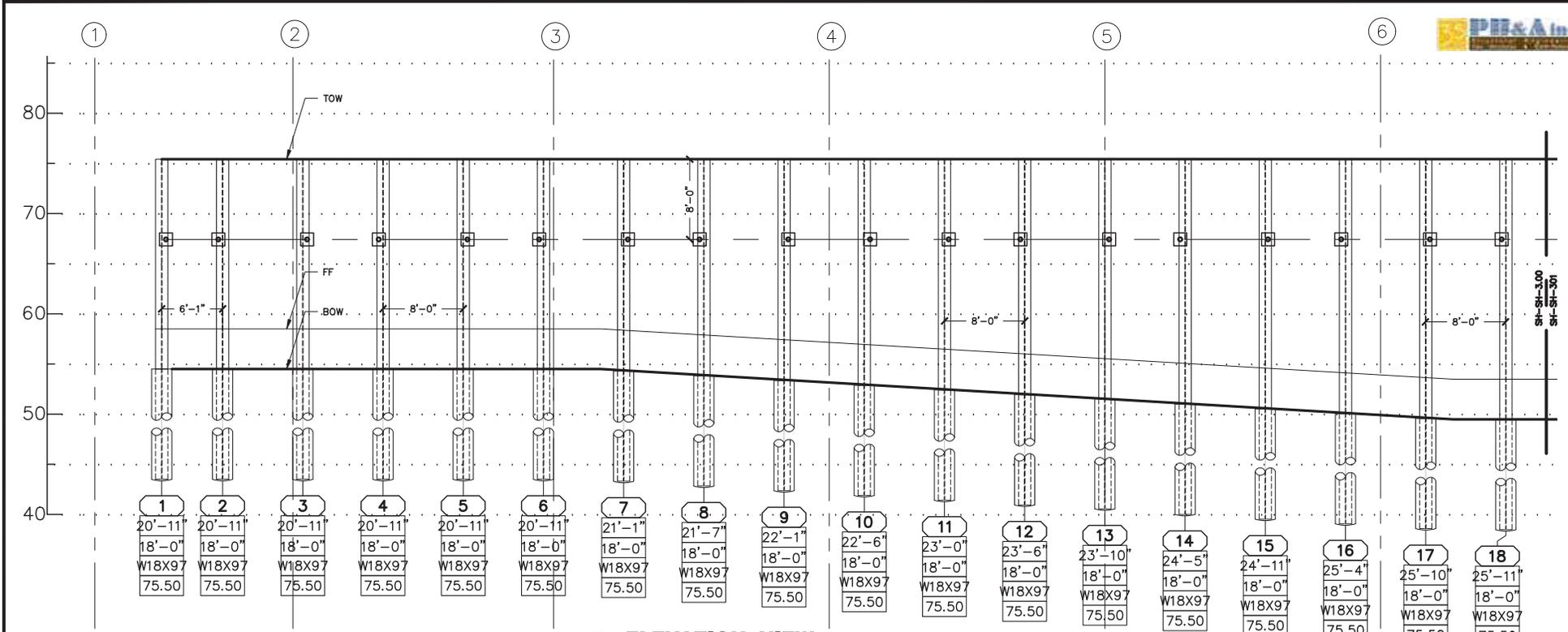
**ALL SOLDIER PILES TO BE LOCATED OUTSIDE OF THE PUBLIC RIGHT OF WAY AND WITHIN PROPERTY LINES PER CITY OF MENLO PARK REQUIREMENTS**

**PRELIMINARY DESIGN NOT FOR CONSTRUCTION**

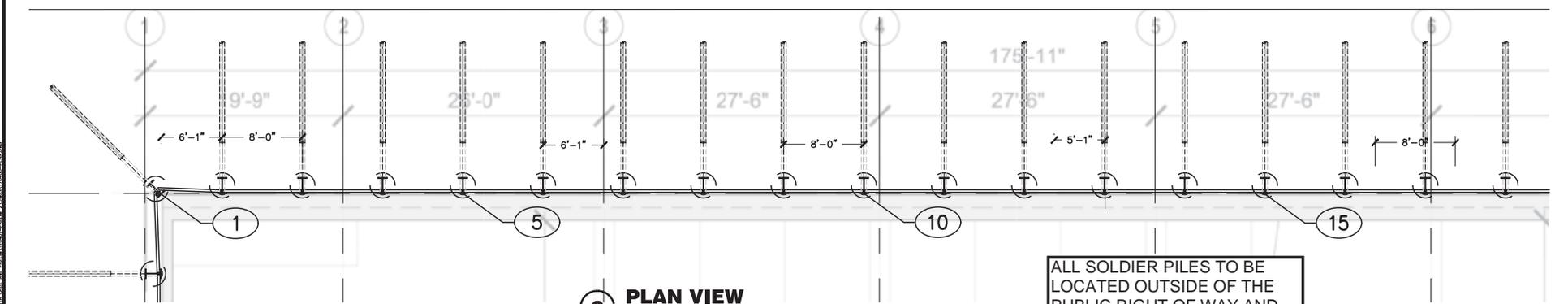


PREPARED FOR: **TEMPORARY SHORING PLAN**  
 SHEET: **SH-200**  
 DATE: **06-24-2019**  
 PROJECT: **706-716 SANTA CRUZ AVENUE**  
 DRAWN BY: **[Signature]**  
 CHECKED BY: **[Signature]**  
 APPROVED BY: **[Signature]**  
 SCALE: **AS SHOWN**  
 NOTES: **[Blank]**





**1 ELEVATION VIEW**  
SCALE: 1" = 10'-0"



**2 PLAN VIEW**  
SCALE: 1" = 10'-0"

ALL SOLDIER PILES TO BE LOCATED OUTSIDE OF THE PUBLIC RIGHT OF WAY AND WITHIN PROPERTY LINES PER CITY OF MENLO PARK REQUIREMENTS

PRELIMINARY DESIGN  
NOT FOR CONSTRUCTION

PREPARED FOR: **CASCADE PACIFIC**

PROJECT: **TEMPORARY SHORING PLAN**

ELEVATION

DATE: 06-24-2019

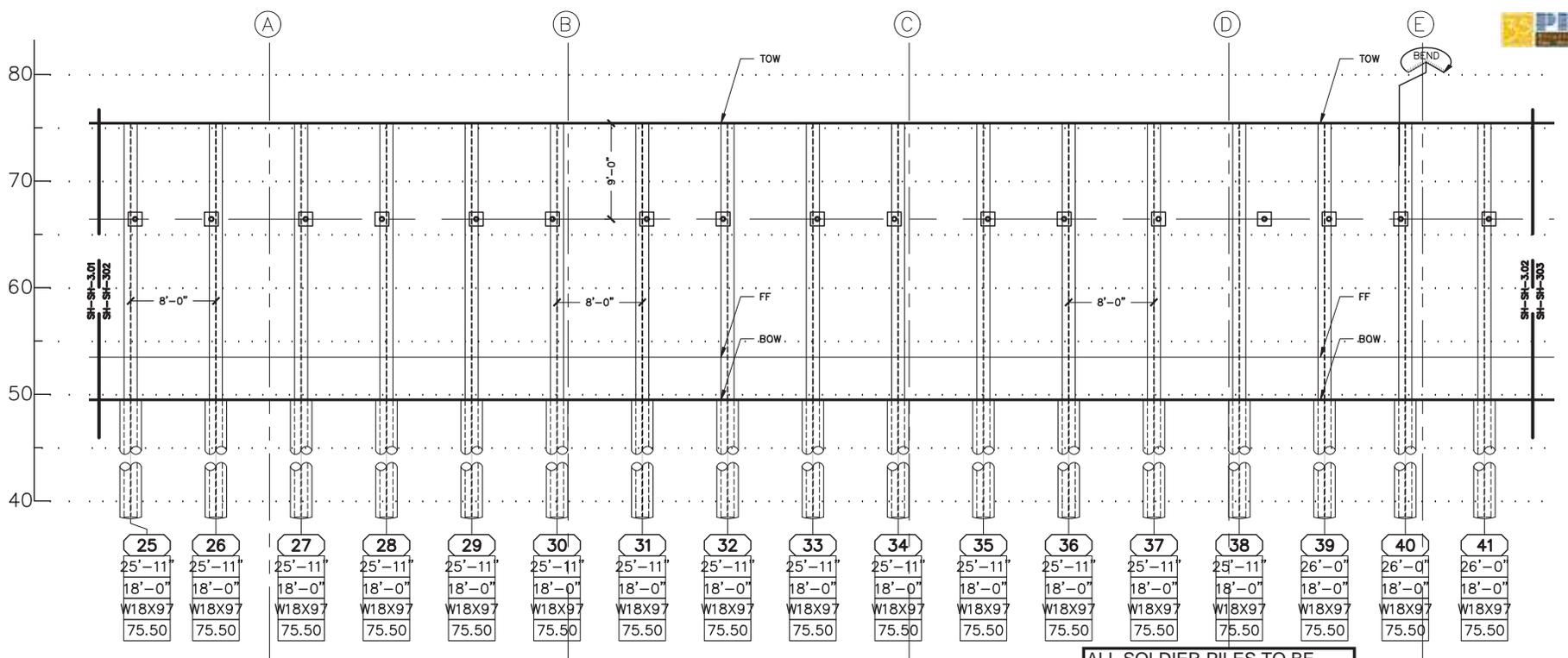
PROJECT NO: 170401

706-716 SANTA CRUZ AVENUE

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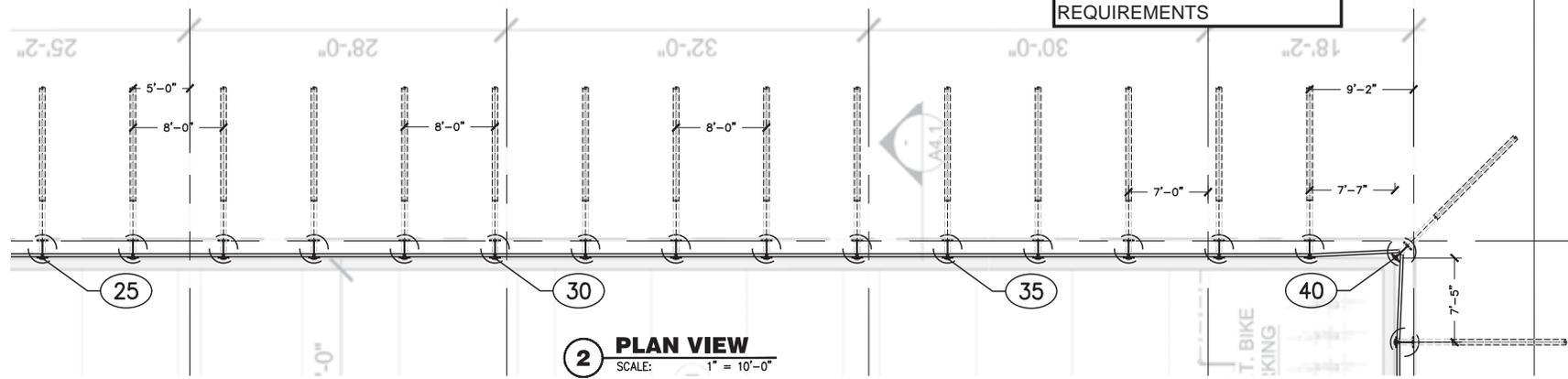




**1 ELEVATION VIEW**  
SCALE: 1" = 10'-0"

ALL SOLDIER PILES TO BE LOCATED OUTSIDE OF THE PUBLIC RIGHT OF WAY AND WITHIN PROPERTY LINES PER CITY OF MENLO PARK REQUIREMENTS

PRELIMINARY DESIGN  
NOT FOR CONSTRUCTION



**2 PLAN VIEW**  
SCALE: 1" = 10'-0"

PREPARED FOR: [Client Name]

PROJECT: [Project Name]

DATE: 06-24-2019

706-716 SANTA CRUZ AVENUE

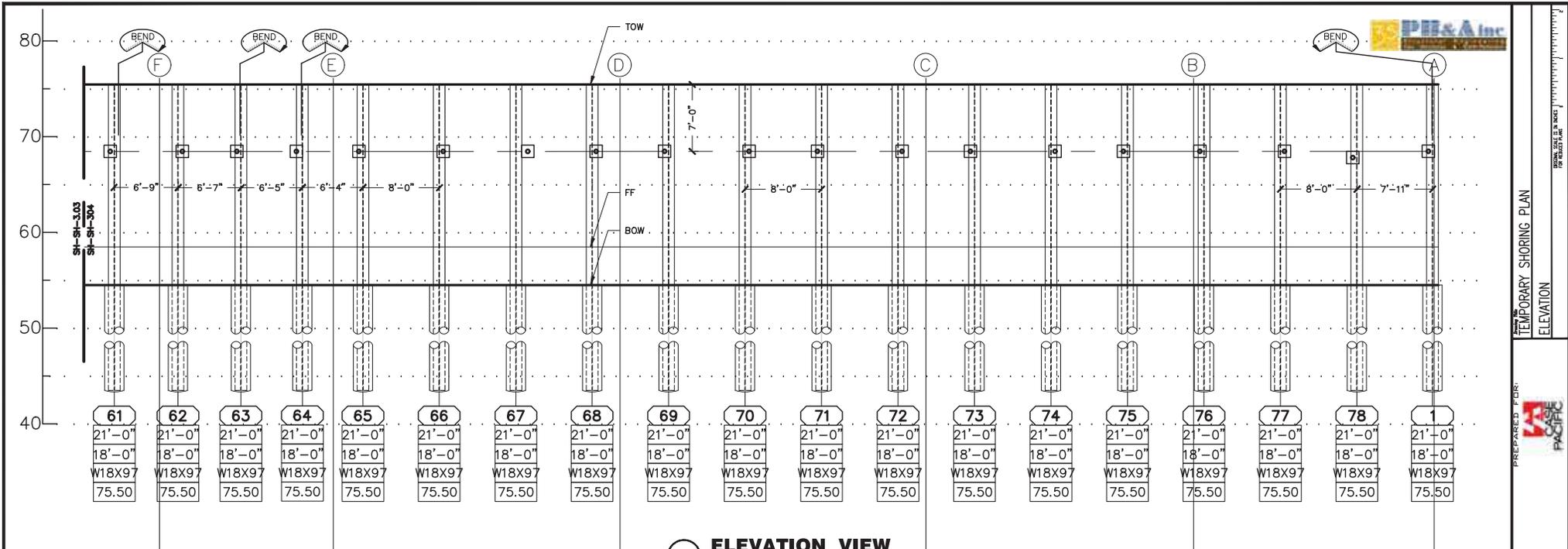
170401

06-24-2019

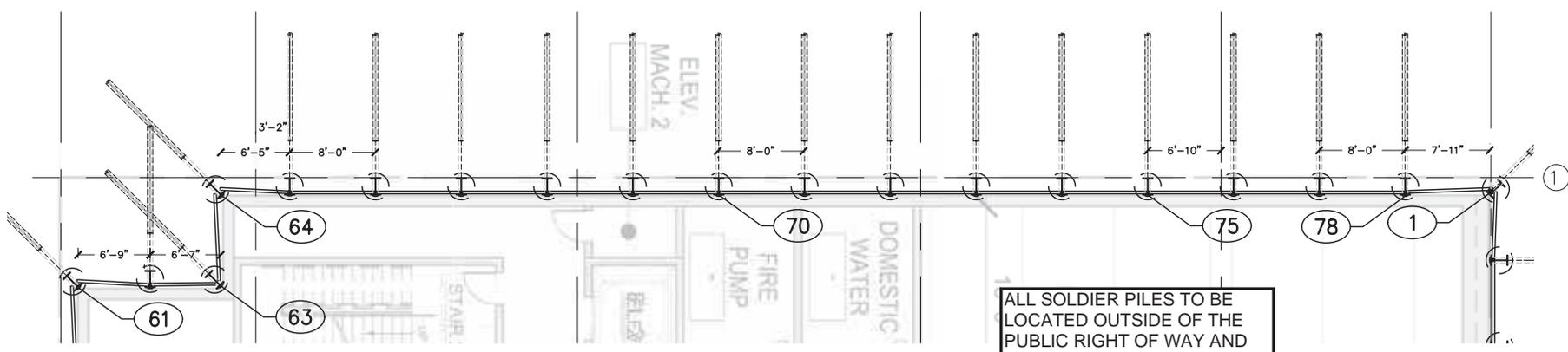
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**1 ELEVATION VIEW**  
SCALE: 1" = 10'-0"



**2 PLAN VIEW**  
SCALE: 1" = 10'-0"

ALL SOLDIER PILES TO BE LOCATED OUTSIDE OF THE PUBLIC RIGHT OF WAY AND WITHIN PROPERTY LINES PER CITY OF MENLO PARK REQUIREMENTS

PRELIMINARY DESIGN NOT FOR CONSTRUCTION

P&A Inc.

TEMPORARY SHORING PLAN  
ELEVATION

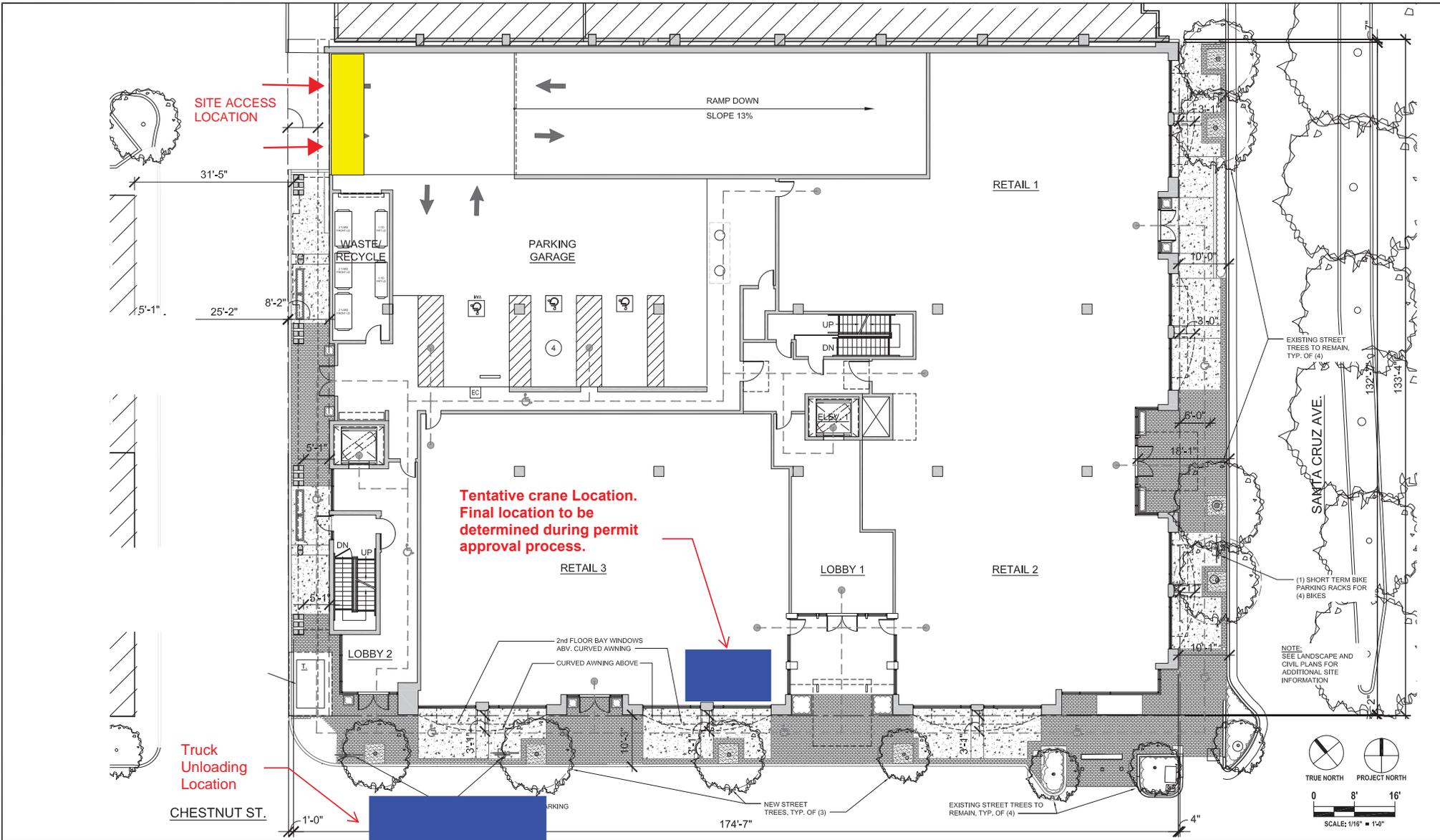
PACIFIC

706-716 SANTA CRUZ AVENUE

NO.	DATE	BY	CHKD.
170401	06-24-2019		

170401  
06-24-2019

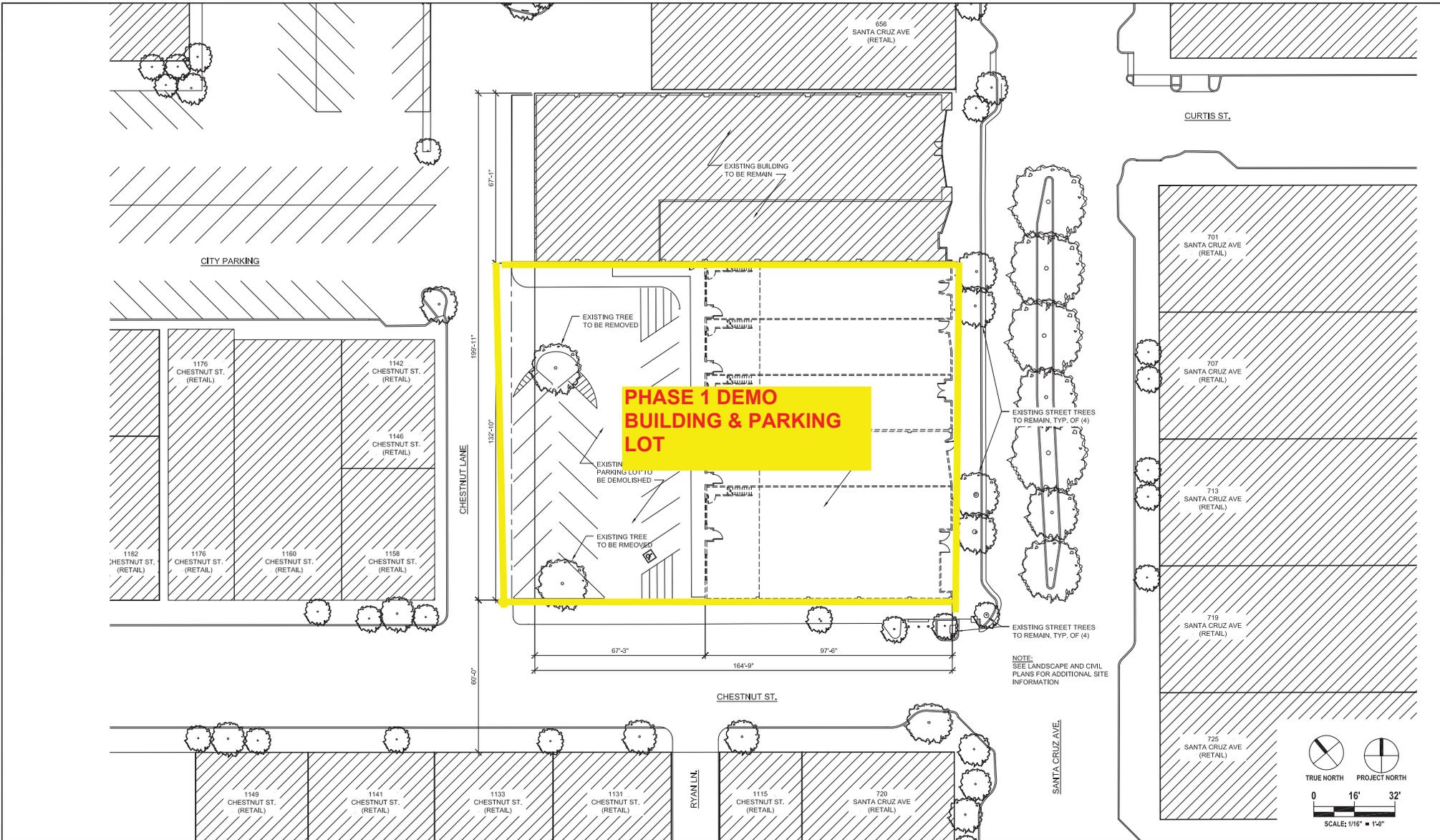




706 SANTA CRUZ AVE. MENLO PARK, CA

**\*ALL MATERIAL TO BE JUST IN TIME DELIVERY UNTIL UNDERGROUND BASEMENT IS CONSTRUCTED WITH WORKING FIRE SPRINKLERS.**

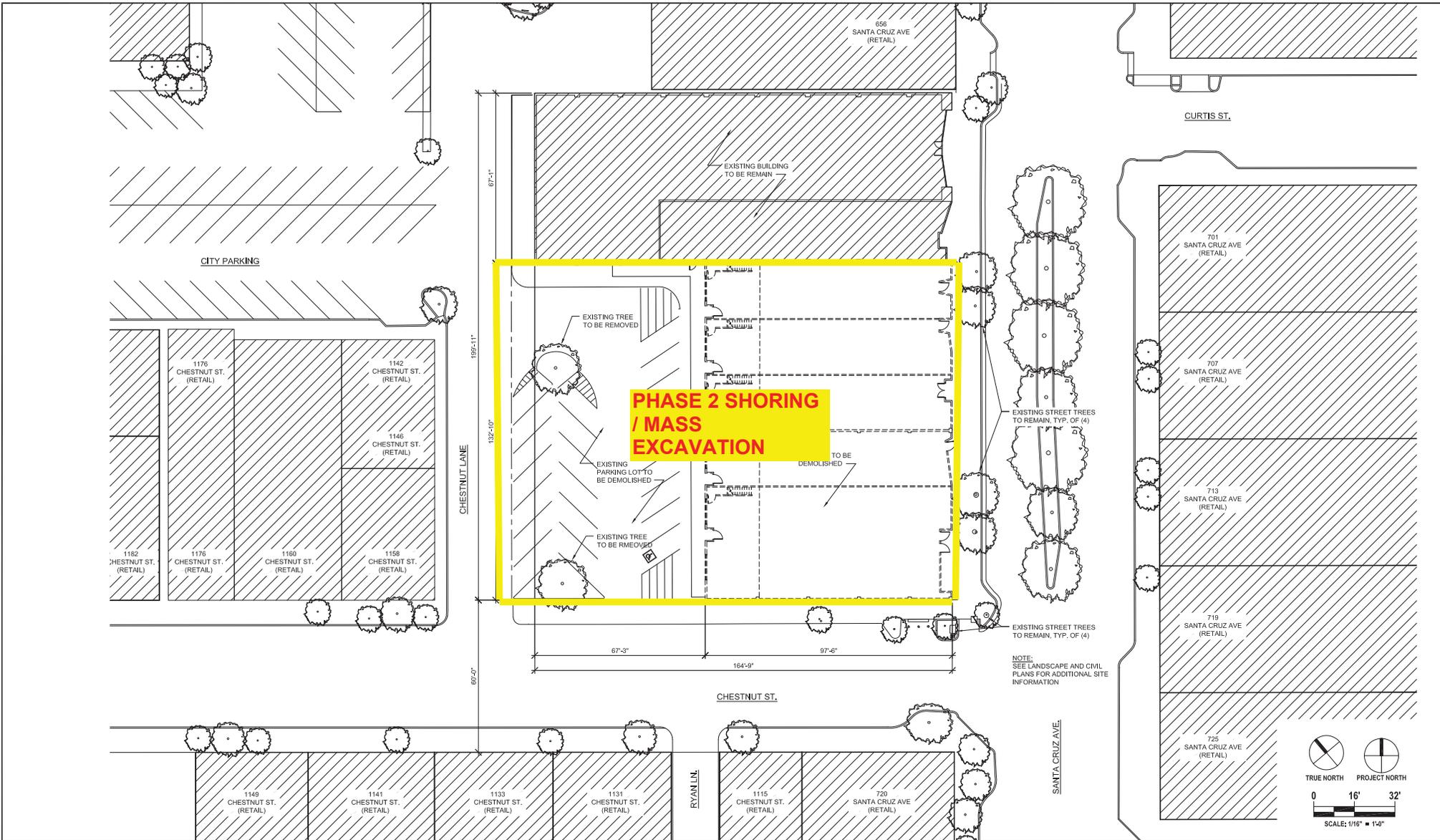
**CP-1**



706 Santa Cruz Ave. Menlo Park, CA

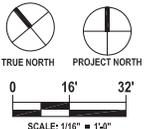
Phase 1 Demo Building & Parking Lot Area

CP-2

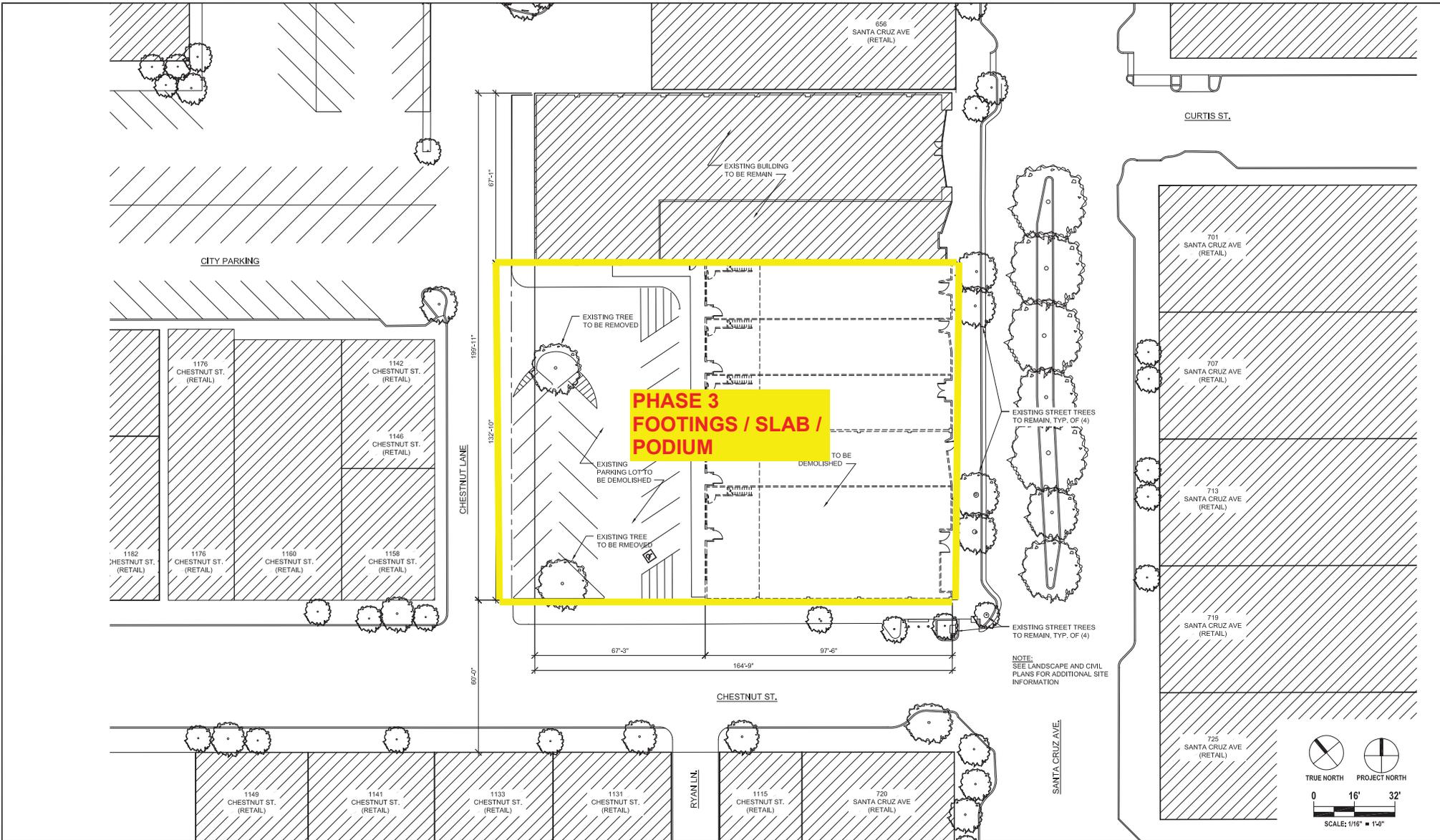


706 Santa Cruz Ave. Menlo Park, CA

PHASE 2 SHORING AND MASS EXCAVATION



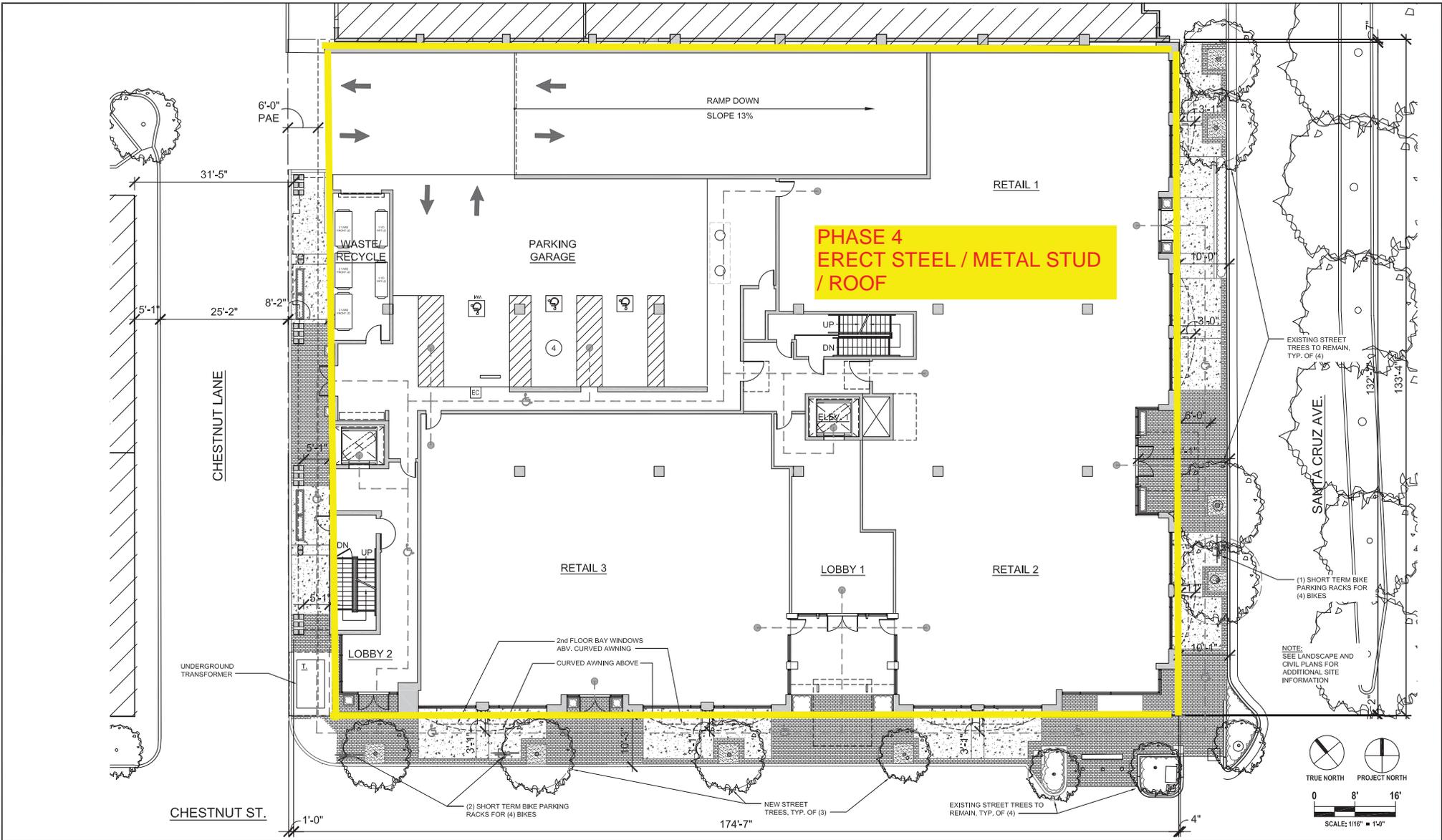
CP-3



706 Santa Cruz Ave. Menlo Park, CA

**PHASE 3 FOOTINGS / SLAB / PODIUM**

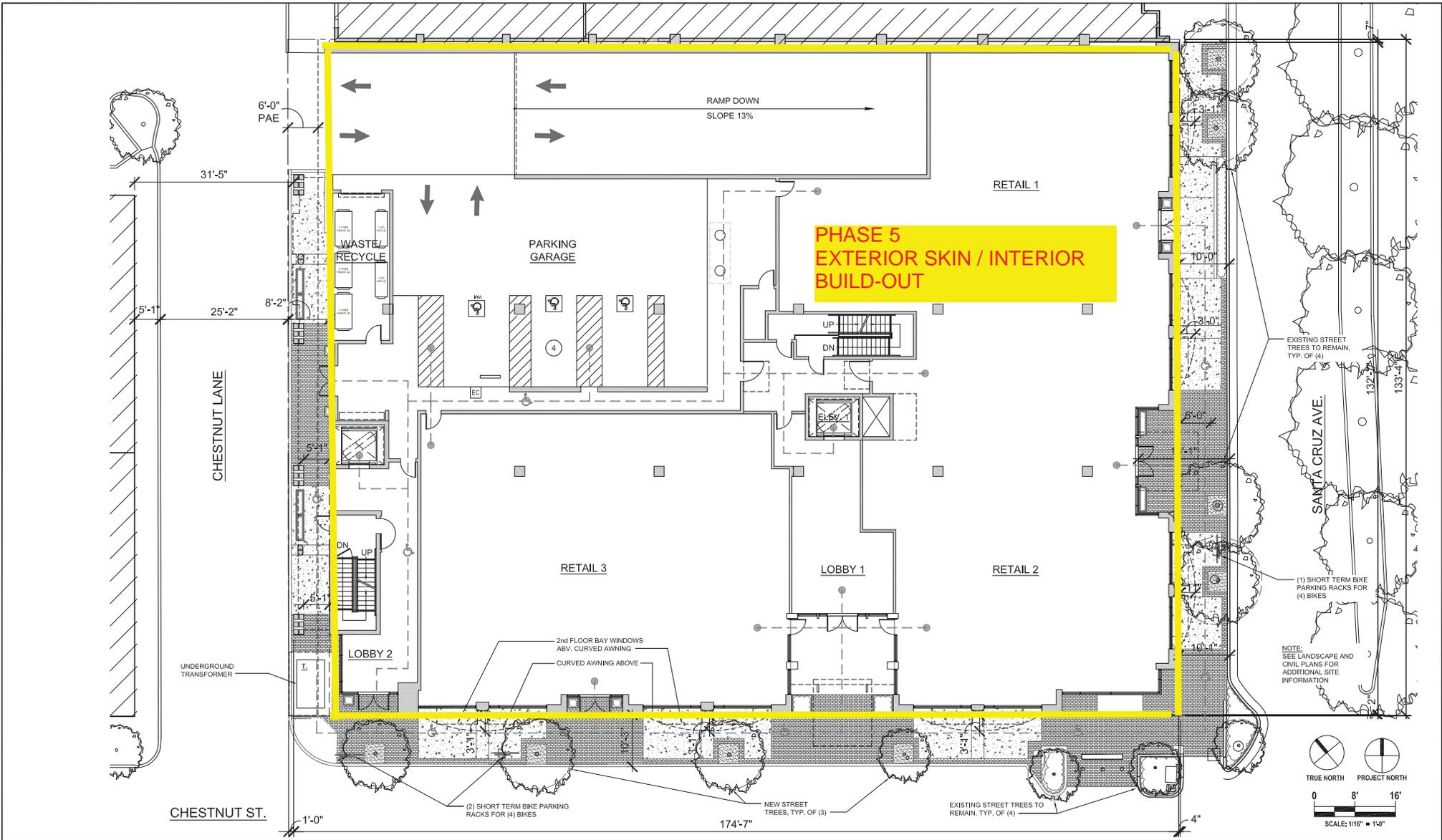
**CP-4**



706 SANTA CRUZ AVE. MENLO PARK, CA

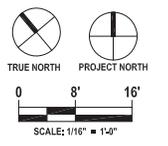
Phase 4 - Erect Steel / Metal Stud / Roof

CP-5



706 SANTA CRUZ AVE. MENLO PARK, CA

Phase 5 - Exterior Skin / Interior Build-out



CP-6



**Preliminary Parking Management**

**Overall Notes**

The intent of this plan is to address the different phases of parking during the 706 Santa Cruz Ave. project located in Menlo Park, Ca. This is preliminary as details, means, methods and schedule durations are currently being defined as we begin the demolition and construction process.

**Phase 1 Demo**

The phase 1 demo phase of this project, all subcontractors and workers will be encouraged to park offsite at the Cal Trans station which is 0.3 miles from the jobsite. All residential areas will be off limits to our subcontractors. Also, all workers will be encouraged to carpool to the site. Ownership is also researching options / possibilities of renting nearby parking lot spaces.

**Pre-Construction and Construction Phase**

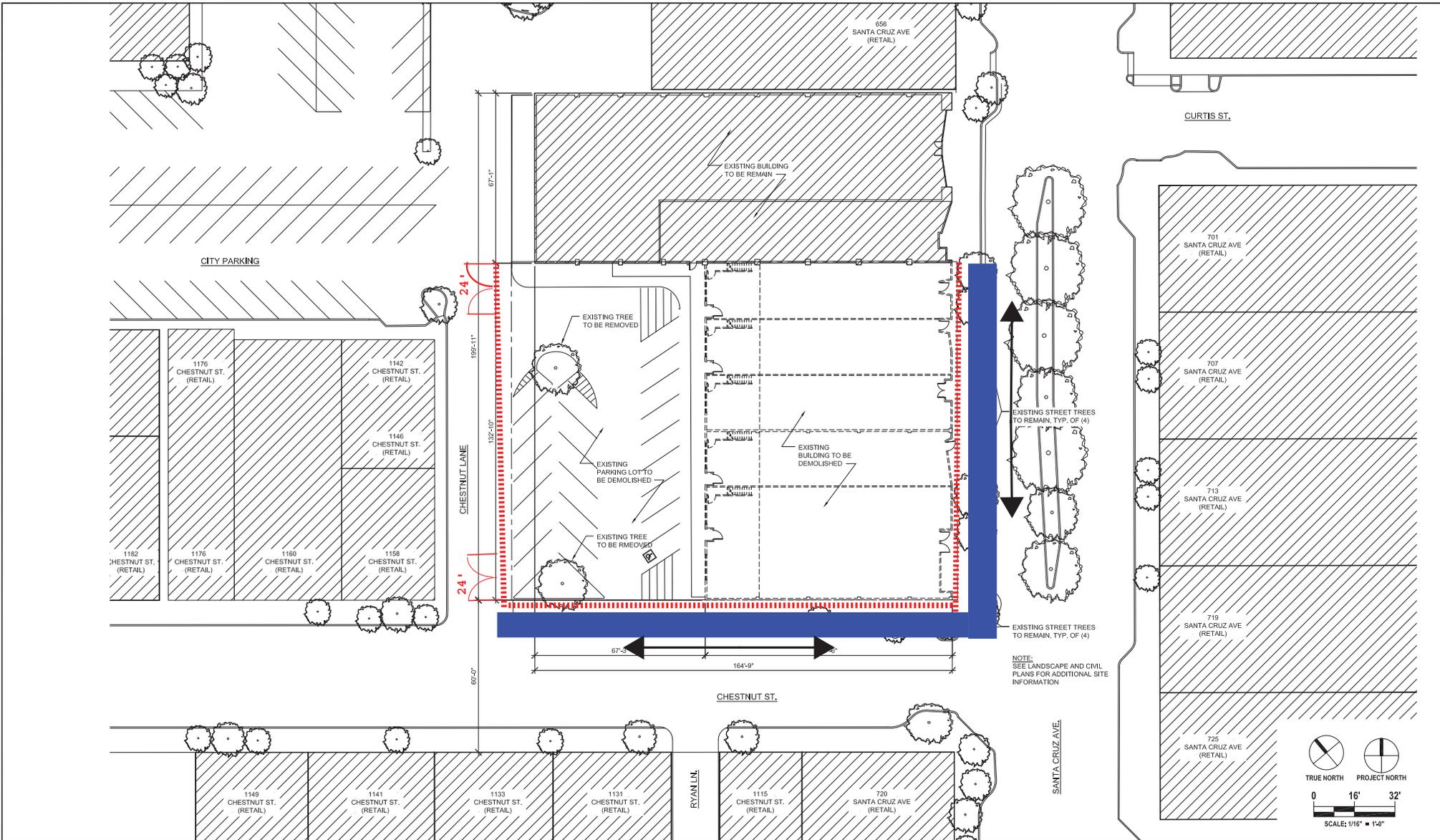
During the 16-month duration of this project SBC will encourage all workers to park offsite at the Cal Trans station which is 0.3 miles from the jobsite. Notices and maps for the Cal Trans location and fees will be posted in our jobsite trailer and will be conveyed in all SBC / subcontractor meetings. SBC will require the subcontractors to provide a monthly public transit/carpooling fee within their bids. Ownership is also researching options / possibilities of renting nearby parking lot spaces. All residential areas will be off limits. SBC will also encourage subcontractors that will be working on this project to carpool to the site.



Project: 706 Santa Cruz Ave. Menlo Park, CA

**All parking to be offsite in the Menlo Park Caltrains station parking lot located at 1120 Merrill St. Menlo Park, CA 94025**

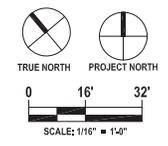
○ Jobsite 706 Santa Cruz Ave to Caltrains Station 1120 Merrill St. Menlo Park, CA (0.4 miles)



706 Santa Cruz Ave. Menlo Park, CA

 Fencing

 Pedestrian/ Scaffold Tunnel



CP-8



120 Second Street, Second Floor - San Francisco, CA 94105

January 28, 2022

May 25, 2022 (revised)

To: **Fahteen N. Khan**  
Assistant Planner  
City Hall - 1st Floor  
701 Laurel St  
650-330-6739

Re: **706 Santa Cruz Avenue (PLN2016-00111)**  
Variance Approval Second Extension

Form4 Project No. 18080.00

To whom it may concern,

On January 28, 2020, the Menlo Park City Council approved architectural control, a variance for skylights, and a major subdivision for the subject property consisting of underground parking, retail and commercial uses, and residential dwelling units above. In March of 2021 the variance approval was extended to January 28, 2022.

This is a variance that was granted for architectural skylights proposed that will not be visible from the street, and without the need for other portions of the building to exceed planning height restrictions.

The applicant is currently in the process of securing financing for the project before authorizing the architects and engineers to finalize our construction documents services. Once these services are authorized, the permit application process is estimated to take approximately 6-8 months.

In the meantime, we have been informed that the major subdivision extension may be extended by 2 years pursuant to Gov. Code 66452.24. We respectfully request the Planning Commission consider approving a 2-year extension to the variance and the major subdivision, revising the deadline for building permit submittal to January 28, 2024, before these approvals expire.

Sincerely,

A handwritten signature in blue ink, appearing to read "Philip Hyndman".

Philip Hyndman  
Form 4 Architecture

Cc: James Tefend – Form4 Architecture  
Vasile Oros – Owner

**PLANNING COMMISSION RESOLUTION NO. 2022-06****A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MENLO PARK RECOMMENDING THAT THE CITY COUNCIL APPROVE A TWO-YEAR EXTENSION OF A VESTING TENTATIVE MAP ASSOCIATED WITH A MAJOR SUBDIVISION NOT TO EXCEED FOUR RESIDENTIAL CONDOMINIUM UNITS AND ONE COMMERCIAL AREA, WITH RIGHTS RESERVED FOR UP TO TEN COMMERCIAL CONDOMINIUM UNITS.**

**WHEREAS**, the City of Menlo Park (“City”) received an application requesting a two-year extension of a vesting tentative map associated with a major subdivision not to exceed four residential condominium units and one commercial area, with rights reserved for up to ten commercial condominium units, and to extend the expiration date of an approved variance by two years to continue to allow skylights on the third floor of a previously approved three-story, mixed-use building to exceed the 38-foot height limit in the SP-ECR/D (El Camino Real/Downtown Specific Plan) zoning district (collectively, the “Project”) from Phillip Hyndman (“Applicant”), on behalf of the property owner 706-716 Santa Cruz Ave, LLC (“Owner”), located at 706-716 Santa Cruz Avenue (APN 071-102-250) (“Property”). The vesting tentative map is depicted in and subject to the development plans and documents which are attached hereto as Exhibit A and incorporated herein by this reference; and

**WHEREAS**, the Property is located in the El Camino Real/Downtown Specific Plan (SP-ECR/D) zoning district and the El Camino Real Downtown (D) sub-district, which supports a variety of uses including personal services, business and professional offices and residential uses; and

**WHEREAS**, the proposed vesting tentative map extension complies with all objective standards of the SP-ECR/D district and D sub-district; and

**WHEREAS**, the findings and conditions for the vesting tentative map extension would ensure that all City requirements are applied consistently and correctly as part of the project’s implementation; and

**WHEREAS**, the proposed Project was reviewed by the Engineering Division and found to be in compliance with City standards; and

**WHEREAS**, the approval of the vesting tentative map extension is consistent with the City Council’s approval of the project and allows the project to be implemented; and

**WHEREAS**, the Project, requires discretionary actions by the City as summarized above, and therefore the California Environmental Quality Act (“CEQA,” Public Resources Code Section §21000 et seq.) and CEQA Guidelines (Cal. Code of Regulations, Title 14, §15000 et seq.) require analysis and a determination regarding the Project’s environmental impacts; and

**WHEREAS**, the City is the lead agency, as defined by CEQA and the CEQA Guidelines, and is therefore responsible for the preparation, consideration, certification, and approval of environmental documents for the Project; and

**WHEREAS**, the City had previously prepared and certified the Program Environmental Impact Report for adoption of the Specific Plan (“Specific Plan EIR”) and prepared a checklist for the original vesting tentative map request and overall project detailing that no new effects could occur and no new mitigation measures would be required; and

**WHEREAS**, all required public notices and public hearings were duly given and held according to law; and

**WHEREAS**, at a duly and properly noticed public hearing held on May 13, 2022, the Planning Commission fully reviewed, considered, and evaluated the whole of the record including all public and written comments, pertinent information, documents and plans, prior to making a recommendation to the City Council on the proposed vesting tentative map extension.

**WHEREAS**, the Planning Commission of the City of Menlo Park having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter voted affirmatively to recommend to the City Council of the City of Menlo Park to approve the findings and conditions for the vesting tentative map extension; and

**NOW, THEREFORE, THE MENLO PARK PLANNING COMMISSION HEREBY RESOLVES AS FOLLOWS:**

**Section 1. Recitals.** The Planning Commission has considered the full record before it, which may include but is not limited to such things as the staff report, public testimony, and other materials and evidence submitted or provided, and the Planning Commission finds the foregoing recitals are true and correct, and they are hereby incorporated by reference into this Resolution.

**Section 2. Vesting Tentative Map Extension.** The Planning Commission recommends that the City Council approve the vesting tentative map extension for the Project (Exhibit A) and the associated conditions of approval attached hereto as Exhibit B and incorporated herein by this reference.

**Section 3. ENVIRONMENTAL REVIEW.** The Planning Commission recommends that the City Council make the following findings, based on its independent judgment after considering the Project, and having reviewed and taken into consideration all written and oral information submitted in this matter:

- A. Make findings with regard to the California Environmental Quality Act (CEQA) that the proposal is within the scope of the project covered by the El Camino

Real/Downtown Specific Plan Program EIR, which was certified on June 5, 2012. Specifically, make findings that:

- a. A checklist was prepared for the original vesting tentative map and overall project detailing that no new effects could occur and no new mitigation measures would be required.
- b. Relevant mitigation measures were incorporated into the project through the Mitigation Monitoring and Reporting Program.
- c. Upon completion of project improvements, the Specific Plan Maximum Allowable Development will be adjusted by 4 residential units and 20,328 square feet of non-residential uses, accounting for the project's net share of the Plan's overall projected development and associated impacts.

**NOW, THEREFORE, BE IT RESOLVED THAT, ON THE BASIS OF THE ABOVE FINDINGS AND THE ENTIRE RECORD, THE PLANNING COMMISSION RECOMMENDS THAT THE CITY COUNCIL MAKES THE FOLLOWING ADDITIONAL FINDINGS IN SUPPORT OF THE RECOMMENDED APPROVAL:**

- B. Regarding the application requesting approval of Vesting Tentative Map Extension, the City Council finds that:
  - a. The proposed vesting tentative map extension does not modify any of the original Vesting Tentative Map's design, and therefore, all of the findings made on the original Vesting Tentative Map (City Council Resolution No. 6535) are still valid and apply to this extension; and
  - b. All conditions of approval in City Council Resolutions No. 6535, not otherwise modified by this resolution, are still in effect.

**SEVERABILITY**

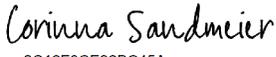
If any term, provision, or portion of these findings or the application of these findings to a particular situation is held by a court to be invalid, void or unenforceable, the remaining provisions of these findings, or their application to other actions related to the Project, shall continue in full force and effect unless amended or modified by the City.

I, Corinna Sandmeier, Acting Principal Planner and Planning Commission Liaison of the City of Menlo Park, do hereby certify that the above and foregoing Planning Commission Resolution was duly and regularly passed and adopted at a meeting by said Planning Commission on June 13, 2022, by the following votes:

- AYES: Barnes, DeCardy, Do, Harris, Riggs, Tate, Thomas
- NOES: None
- ABSENT: None

ABSTAIN: None

IN WITNESS THEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this 13<sup>th</sup> day of June, 2022

DocuSigned by:  
  
2C12F0CE92BC45A...  
Corinna Sandmeier  
Acting Principal Planner and Planning Commission Liaison  
City of Menlo Park

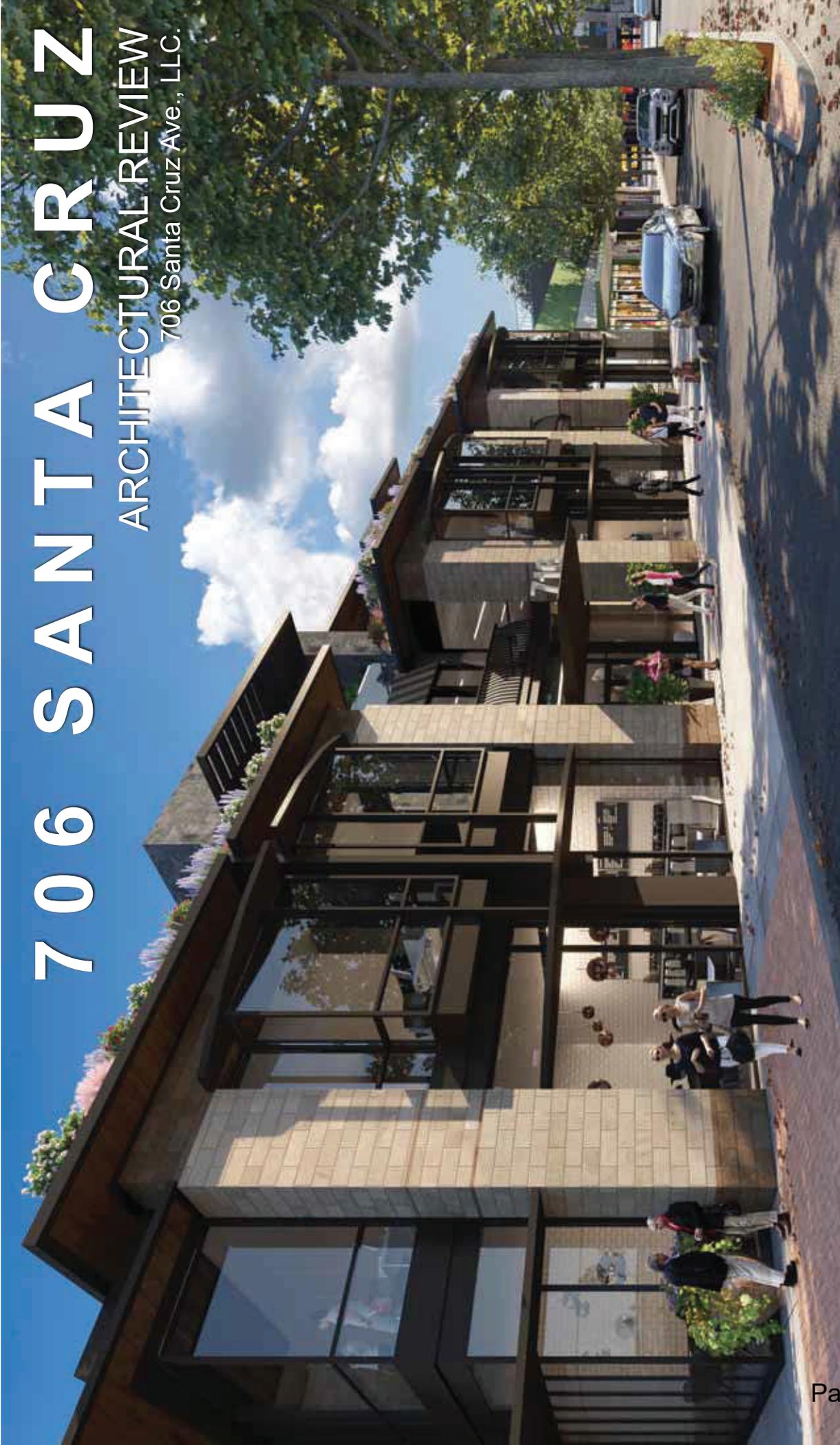
Exhibits

- A. Project Plans
- B. Conditions of Approval

# 706 SANTA CRUZ

## ARCHITECTURAL REVIEW

706 Santa Cruz Ave., LLC.



FORM4 ARCHITECTURE • THE GUZZARDO PARTNERSHIP • KIER & WRIGHT • ADAPTURE • INTERFACE ENGINEERING

### 706 SANTA CRUZ AVE. MENLO PARK

Architectural Review

706 Santa Cruz Ave., LLC.



CS 0.0  
November 25, 2019



**PROJECT DESCRIPTION:**

A new three story mixed use building with one and a half levels of below grade parking, ground floor residential and office lobbies, parking & retail; second floor office and balconies; and third floor residential units, office and balconies.

**INDEX**

- CS 0.0 Cover Sheet
- CS 0.1 Drawing Index & Project Data
- CS 0.2 Code Compliance

**MASTER PLAN**

- MP 0.1 Vicinity Map
- MP 0.2 Street Views Context
- MP 0.3 Existing Photos
- MP 0.4 Existing Building Elevation Photos
- MP 1.0 Floor Plans & Area Analysis & LEED
- MP 1.1 Floor Plans & Area Analysis
- MP 1.2 Detailed Area Analysis
- MP 1.3 Detailed Area Analysis
- MP 1.4 Existing Building Area
- MP 2.1 Shadow Study
- MP 3.0 Site Line Study
- MP 3.1 Site Line Study

**ARCHITECTURAL**

- A 0.1 Area Plan
- A 0.2 Existing Site Plan
- A 0.3 Proposed Site Plan
- A 1.1 Ground Floor Plan
- A 1.2 Second Floor Plan
- A 1.3 Third Floor Plan
- A 1.4 Roof Plan
- A 1.5 Parking Level P1
- A 1.6 Parking Level P2
- A 2.1 Santa Cruz Elevation & Modulation Analysis
- A 2.2 Chestnut Street Rendering
- A 2.3 Chestnut Street Elevation & Modulation Analysis
- A 2.4 Chestnut Lane Rendering
- A 2.5 Chestnut Lane Elevation & Modulation Analysis
- A 2.6 North Property Line Elevation
- A 3.1 Materials
- A 3.2 Transparency Analysis
- A 3.3 Protection Analysis
- A 3.4 Material & Color Board
- A 4.1 Building Section & Height Analysis
- A 4.2 Wall Sections
- A 4.3 Wall Sections
- A 4.4 Fire Truck Access Diagram
- A 5.1

**ELECTRICAL**

- E 0.1 SYMBOL LIST AND GENERAL NOTES
- E 2.0 PARKING LEVEL 2 PLAN - ELECTRICAL
- E 2.1 PARKING LEVEL 1 PLAN - ELECTRICAL
- E 2.2 FIRST FLOOR PLAN - ELECTRICAL
- E 4.1 LIGHT FIXTURE CUT SHEETS

**LANDSCAPE**

- L 1.0 Landscape Notes & Legend
- L 2.1 Landscape Plan
- L 2.2 Landscape Plan
- L 2.3 Landscape Plan
- L 3.0 Landscape Details
- L 4.0 Tree Disposition Plan

**CIVIL**

- C 1.0 Topographic Survey & Boundary Survey
- C 2.0 Preliminary Grading, Drainage, Utility Plan Ground Floor
- C 2.1 Preliminary Offsite Improvement Plans
- C 2.2 Preliminary Grading, Drainage, Utility Plan Second Floor
- C 3.0 Preliminary Stormwater Management Plan
- C 3.1 Preliminary Stormwater Management Plan
- C 4.0 Erosion Control
- C 5.0 Menlo Park Fire Turning
- C 5.1 Passenger Turning Radius

**VESTING TENTATIVE MAP**

- 1 Vesting Tentative Map
- 2 Proposed Conditions Lower Level
- 3 Proposed Conditions Ground Level
- 4 Conceptual Grading, Drainage, Utility

**UTILITY UNDERGROUNDING**

- GAS RELOCATION
- JT-1 Joint Trench Title Sheet
- JT-2 Joint Trench Intent
- NB RULE 16 ELECTRIC & GAS SERVICE
- JT-1 Joint Trench Title Sheet
- JT-2 Joint Trench Intent
- REMOVAL OF OVERHEAD LINES (WRO)
- JT-1 Joint Trench Title Sheet
- JT-2 Joint Trench Intent

**SHORING PLANS**

- SH-0.00 Cover Sheet
- SH-1.00 Temporary Shoring Plan - Notes
- SH-2.00 Temporary Shoring Plan - Plan
- SH-3.00 Temporary Shoring Plan - Elevation
- SH-3.01 Temporary Shoring Plan - Elevation
- SH-3.02 Temporary Shoring Plan - Elevation
- SH-3.03 Temporary Shoring Plan - Elevation
- SH-3.04 Temporary Shoring Plan - Elevation
- SH-4.00 Temporary Shoring Plan - Section

**CONSTRUCTION PHASING**

- CP-1 Crane Location & Site Access
- CP-2 Phase 1 - Demo
- CP-3 Phase 2 - Shoring & Mass Excavation
- CP-4 Phase 3 - Footings / Slab / Podium
- CP-5 Phase 4 - Erect Steel / Metal Stud Roof
- CP-6 Phase 5 - Exterior Skin / Interior Build-out
- CP-7 Parking Management
- CP-8 Temporary Fencing & Scaffolding

**PROJECT DATA:**

**CODE & ZONING**

APN: 71102700  
 ZONING: SP-E00D  
 OCCUPANCY: Type II B

**CONSTRUCTION TYPE**

Parking Levels:  
 Retail Level 1  
 Office Level 2 & 3  
 Residential Level 3 (4 units)

**SITE AREA**

37,454 sf  
 0.5338 acres

**BUILDING AREA NOTES & EXEMPTIONS**

Minimum FAR = 2.7 FAR  
 Allowable Office Area = 7,748 sf  
 Allowable Residential Density  
 Exclusion for Shared Parking  
 Exclusion for Trenches & Retaining  
 Exclusion for Area with No AC or Windows  
 Exclusion for Area with Water Draining Equipment  
 Exclusion for Trench Depth

M/R/C ratio: 2.0  
 M/R/C ratio: 1.0  
 M/R/C ratio: 15.04-37.1 (G)  
 M/R/C ratio: 15.04-37.1 (G)  
 M/R/C ratio: 15.04-37.1 (G)  
 M/R/C ratio: 15.04-37.1 (G)

**BUILDING AREA** (Minimum per story CS 2.5 for public structures of Area & density dependent)

Office	Residential	FAR Subtotal	Exempted Area	Total Area
21,054	11,403	44,908	0	44,908
30,000	24,716	24,716	0	24,716
14,972	11,008	14,972	0	14,972
10,369	358	10,369	0	10,369
24,054	10,130	11,530	0	11,530
30,000	24,716	24,716	0	24,716
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10,369	358			

CODE COMPLIANCE



November 5, 2019

**706 Santa Cruz Ave**  
Garage and Shift Mixed-Use Building

**Code Analysis**

**APN #** 071-102-250  
**Project Address:** 706-716 Santa Cruz Ave  
Menlo Park, CA 94025  
**Legal Jurisdiction:** City of Menlo Park, CA  
**County:** San Mateo County  
**Building Codes:** 2016 California Building Code  
2016 California Plumbing Code  
2016 California Mechanical Code  
2016 California Electrical Code  
2016 California Fire Code  
2016 California Green Building Code  
2008 California Energy Code  
City of Menlo Park Building Codes & Ordinances

**Construction Type:** Type II-B Shell Office Building  
**Sprinkler System:** 100% Sprinklered (CBC 903.3 / NFPA 13)  
**Fire Alarm:** Fire Alarm provided (CBC 907)  
**Building Occupancy:** A-3 occupancy (CBC 303.4 - assembly)  
B occupancy (CBC 304 - their office / business)  
R occupancy (CBC 305 - mercantile)  
R-2 occupancy (CBC 310.4 - residential)  
S-2 occupancy (CBC 311.3 - storage / garage)

**Net Building Area:**

Basement Level P2: 7,934 sf [S-2]  
 Basement Level P1: 22,579 sf [S-2]  
**Total: 30,513 sf**  
 Ground Level L1: 20,136 sf [M, 11,817 / S-2: 6,964 sf / B  
 (obby: 1,400 sf)  
 Level L2: 20,963 sf [B]  
 Level L3: 44,029 sf [B, 2,317 sf / R-2: 9,527 sf]  
 L3 Roof Deck: 1,489 sf [A-3]

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**Building Area:**

Allowable Building Area per story (CBC 506):  
**I-B Construction (separated uses with height increase):**  
 I-B for "A-3" Occupancy (CBC 506):  
 SM = 9,500 sf (with height increase)  
 I-B for "B" Occupancy (CBC 506):  
 SM = 69,000 sf  
 I-B for "M" Occupancy (CBC 506):  
 SM = 37,500 sf  
 I-B for "R-2" Occupancy (CBC 506):  
 SM = 16,000 sf (with height increase)  
 I-B for "S-2" Occupancy (CBC 506):  
 S1 = 104,000 sf & S2 = 78,000 sf

**Building Height - I-B Construction:**

Allowable Building Height (CBC 504):  
 I-B for "A-3" Occupancy (CBC 506):  
 H1 = 75 ft / Stories = 3 (height increase from 2 to 3 stories)  
 I-B for "B" Occupancy (CBC 506):  
 H1 = 75 ft / Stories = 4  
 I-B for "M" Occupancy (CBC 506):  
 H1 = 75 ft / Stories = 3  
 I-B for "R-2" Occupancy (CBC 506):  
 H1 = 75 ft / Stories = 5 (without area increase)  
 I-B for "S-2" Occupancy (CBC 506):  
 H1 = 75 ft / Stories = 4

**Separated Occupancies Allowable Area and Height**

Note: No area increase due to footage considered.  
 Garage Basement: 29,494 < 104,000, complies (CBC 506.1.3)  
 First Floor: 0.95478,000 + 11.51737,500 = 0.09 + 0.32 = 0.41 < 1.0  
 Second Floor: 20,693,699,000 = 0.30 < 1.0  
 Third Floor: 3,035,669,000 + 8,674,16,000 + 1,485,9,500 = 0.03 + 0.60 + 0.16 = 0.79 < 1.0  
 Sum of all floor ratios = 0.41 + 0.30 + 0.79 = 1.5 < 3.0  
 The sum of ratios for each story is less than 1.0 (CBC 506.4.2) and the sum of ratios for all floors is less than 3.0 (CBC 506.2.4), therefore, building area is below allowable and complies with requirements. The proposed building is three stories tall with the highest point of the building at 53'-0" above the grade plane. This complies with the code limits listed above.

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**Wall and Shaft Fire Rating Requirements**

Separation by Use (table 508.4):  
 S-2 and M: 1 hr  
 S-2 and B: 1 hr  
 R-2 and B: 1 hr  
 R-2 and R-2: 1 hr (CBC 708)  
 Per CBC 420, 708 and 711 wall and floor assembly separating dwelling units shall have a fire resistive rating of 1-hr.

**Garage & Podium Construction Type: II-B**

Per Table 601 any new construction to be:  
 Bearing walls- Exr & Inr: 0 hr  
 Structural frame: 0 hr  
 Partitions (permanent): 0 hr  
 Floors & Roof / Podium: 0 hr  
 Shafts >= 4 Stories: 2 hr (CBC 713.4)  
 Shafts < 4 Stories: 1 hr (CBC 713.4)  
 Wall Framing at Stair 1 & 2 and elevators 1 & 2 shall have 2-hour fire resistive rating.

**Exterior Wall Rating and Openings**

Exterior Wall Rating per Table 602:  
 Exterior Wall 0 < 5: 2 hr (M only - table 602)  
 Exterior Wall 0 < 10: 1 hr (S to 10' at M)  
 Exterior Wall 10 to 30: 0 hr

**Exterior Wall Openings**

Table 705.8  
 Separation 0 - 3': Not Permitted  
 Separation 15 - 20': 75% (UP, S)  
 Separation > 20': No Limit

**Occupant Load and Egress Requirements**

Occupant load per use (table 1004.1.2)  
 A-2: Assembly = 15 sf/occ net  
 S-2: Parking Garage = 200 sf/occ gross  
 M: Mercantile = 60 sf/occ gross  
 B: Office = 100 sf/occ gross  
 R-2: Residential = 200 sf/occ gross  
 Maximum occupant load assumed at second floor 'B' occupancy with 10% maximum allowed occupancy:  
 18,674 \* 0.1 = 1,868 & 18,674 \* 0.1 = 1,868 = 18,696 SF  
 18,696/100 = 186.96 = 187 + 125 = 294 occupants total / 147 per exit  
 18,674/294 = 63.5 SF / OCC  
 Stairway minimum width = 147\*0.3 = 44.1' & Minimum width of components = 147\*0.2 = 30'

**Residential Emergency Egress**

CBC Section 1030.4: max. AFF: 5.7' if min open area: 24' min high, 20' min. wide.

**Residential Ventilation Requirements**

CBC Section 1203.5: 4% of floor area

Q:\cs\_CodeAnalysis-GARAGE-OFFICE\_TYPE\_III.dwg





MP 0.1  
November 25, 2019

# VICINITY MAP

**706 SANTA CRUZ AVE. MENLO PARK**

Architectural Review  
Santa Cruz Ave., LLC.

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4. Santa Cruz Ave Proposed Streetscape



3. Santa Cruz Ave Existing Streetscape



2. Chestnut St. Proposed Streetscape



1. Chestnut St. Existing Streetscape



1: View looking Southwest down Santa Cruz Ave



2: View looking North at corner of Santa Cruz Ave & Chestnut St.





Existing Building East Elevation



Existing Building South Elevation



Existing Building West Elevation



THIRD FLOOR PLAN

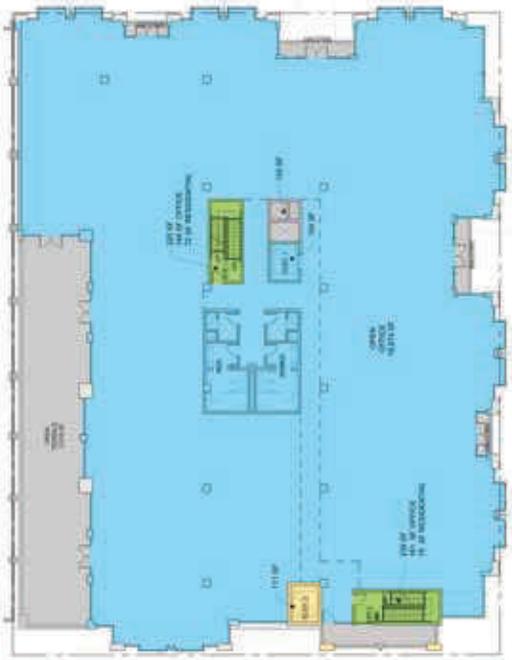
**LEED v4 for BD+C: Core and Shell**  
Project Checklist

**DRAFT**

Project Name: 706 Santa Cruz  
Date: 7/27/18  
Phase: ARCH

Code	Requirement	Compliance	Notes
4.1.1	Regional Priority	Y	High Priority
4.1.2	Regional Priority	Y	High Priority
4.1.3	Regional Priority	Y	High Priority
4.1.4	Regional Priority	Y	High Priority
4.1.5	Regional Priority	Y	High Priority
4.1.6	Regional Priority	Y	High Priority
4.1.7	Regional Priority	Y	High Priority
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4.1.10	Regional Priority	Y	High Priority
4.1.11	Regional Priority	Y	High Priority
4.1.12	Regional Priority	Y	High Priority
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4.1.14	Regional Priority	Y	High Priority
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4.1.16	Regional Priority	Y	High Priority
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4.1.19	Regional Priority	Y	High Priority
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4.1.96	Regional Priority	Y	High Priority
4.1.97	Regional Priority	Y	High Priority
4.1.98	Regional Priority	Y	High Priority
4.1.99	Regional Priority	Y	High Priority
4.1.100	Regional Priority	Y	High Priority

**Note: The numbers in this document are preliminary and are subject to change as the project develops.**



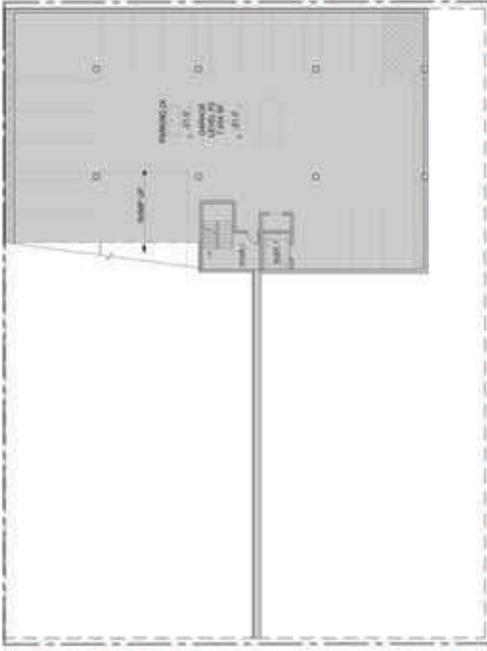
SECOND FLOOR PLAN



FIRST FLOOR PLAN

DETAILED AREA SUMMARY		Area Classification				
Garage P1 & P2	AREA	OFFICE	RESIDENTIAL	ENCL.	ENCL IN.	ENCL IN.
Garage P1	21,562				21,260	
P1 Downstairs Walk	188					188
P1 Fire Pump	177					177
P1 Electrical Room	362					362
P1 Elev. Mach. 1	56					56
P1 Elev. Mach. 2	44					44
Garage P2	7,934				7,934	
<b>Subtotal</b>	<b>30,513</b>				<b>29,194</b>	<b>862</b>
<b>1st FLOOR</b>						<b>357</b>
Covered Parking	6,891				6,891	
Trash Enclosure	426				426	
Mechanical Shaft	55				55	
MDF Room	36					36
Exterior Columns	7,531	74	2,531			61
Reital L7	4,286		365			
Reital 3	634		317			
Stair 1	179		153			
Stair 2	335		86			
Stair 1 Lobby	107		67			
Stair 2	239		107			
Restroom	25					25
Stair 1	111		78			
Stair 2	239		111			
<b>Subtotal</b>	<b>21,078</b>	<b>918</b>	<b>17,049</b>		<b>6,976</b>	<b>88</b>
<b>2nd FLOOR</b>						<b>2,278</b>
Office	18,674				2,026	
North Terrace	2,018		4		531	
Exterior Columns	151					
Restroom	104					104
Stair 1	255		148			
Stair 2	111		111			
Stair 2	239		78			
Mechanical Shaft	105					105
<b>Subtotal</b>	<b>21,641</b>	<b>0</b>	<b>266</b>		<b>2,278</b>	<b>0</b>
<b>3rd FLOOR</b>						<b>357</b>
Office	2,311				3,485	
Apr 1	2,500		2,500			
Apr 2	1,187		2,274			
Apr 3	441		441			
Apr 4	178		2,354			
Apr 5	2,399		3,399			
Apr 6	1,044		840			
Hallway	166					166
Mechanical Shaft	227					227
Stair 1	109		72			
Stair 2	244		84			
Stair 2	111		111			
<b>Subtotal</b>	<b>18,157</b>	<b>8,442</b>	<b>10,130</b>		<b>6,337</b>	<b>0</b>
<b>4th FLOOR</b>						<b>750</b>
Office	18,434		13,049		43,132	
Weighted Ratio:	0.505		0.317		0.403	
<b>Weighted Ratio:</b>	<b>0.671</b>		<b>0.327</b>		<b>0.327</b>	
<b>total FAR area:</b>	<b>46,908</b>					

F.A.R. SUMMARY	
Size Area	23,824 sq ft
Max. FAR	2.0
Allow Building Area	46,908 sq ft
Proposed Building Area	46,908 sq ft
Max. Office Area	21,654 sq ft (max. office area = 1.0 FAR)
Proposed Office Area	14,807 sq ft
Allow Area Excluded at 3%	750 sq ft
Proposed Area Excluded at 3%	469 sq ft
Allow Area Excluded at 5%	957 sq ft
Proposed Area Excluded at 5%	957 sq ft

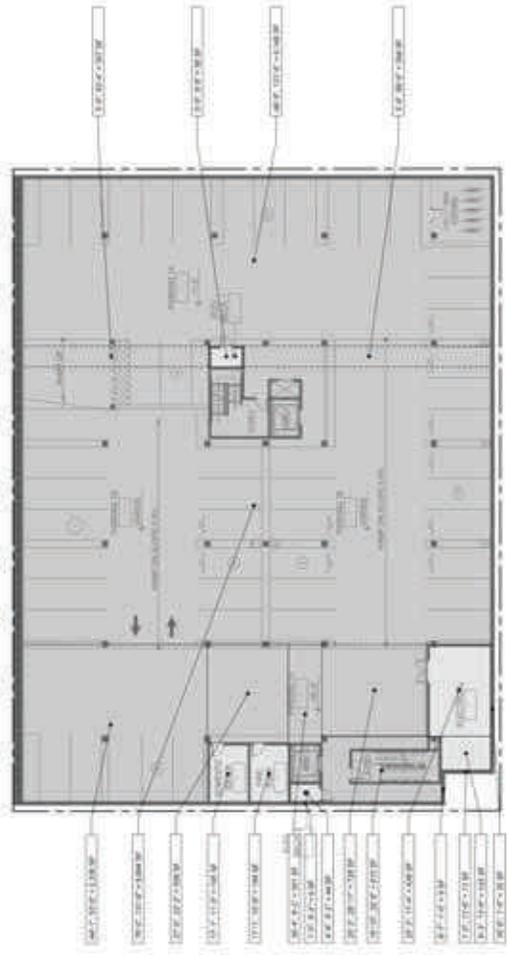


**GARAGE LEVEL P2**

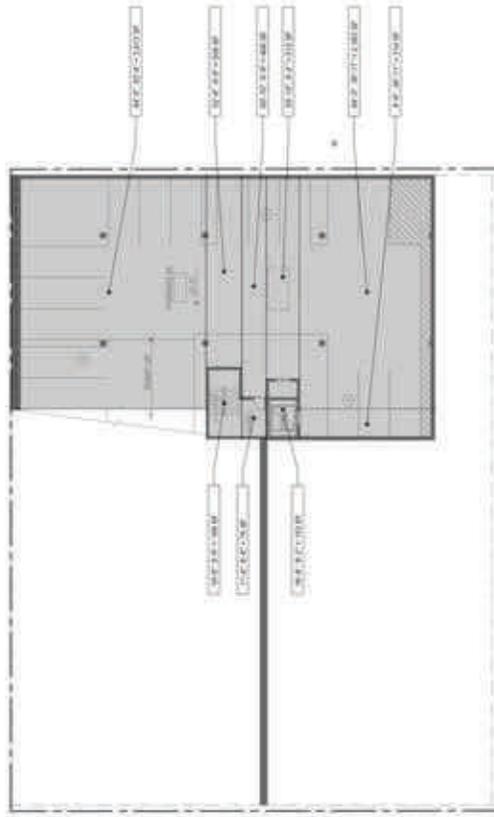


**GARAGE LEVEL P1**





**GARAGE LEVEL P1**



**GARAGE LEVEL P2**

Legend:

- Garage
- Office
- Residential
- Excluded
- Not Included

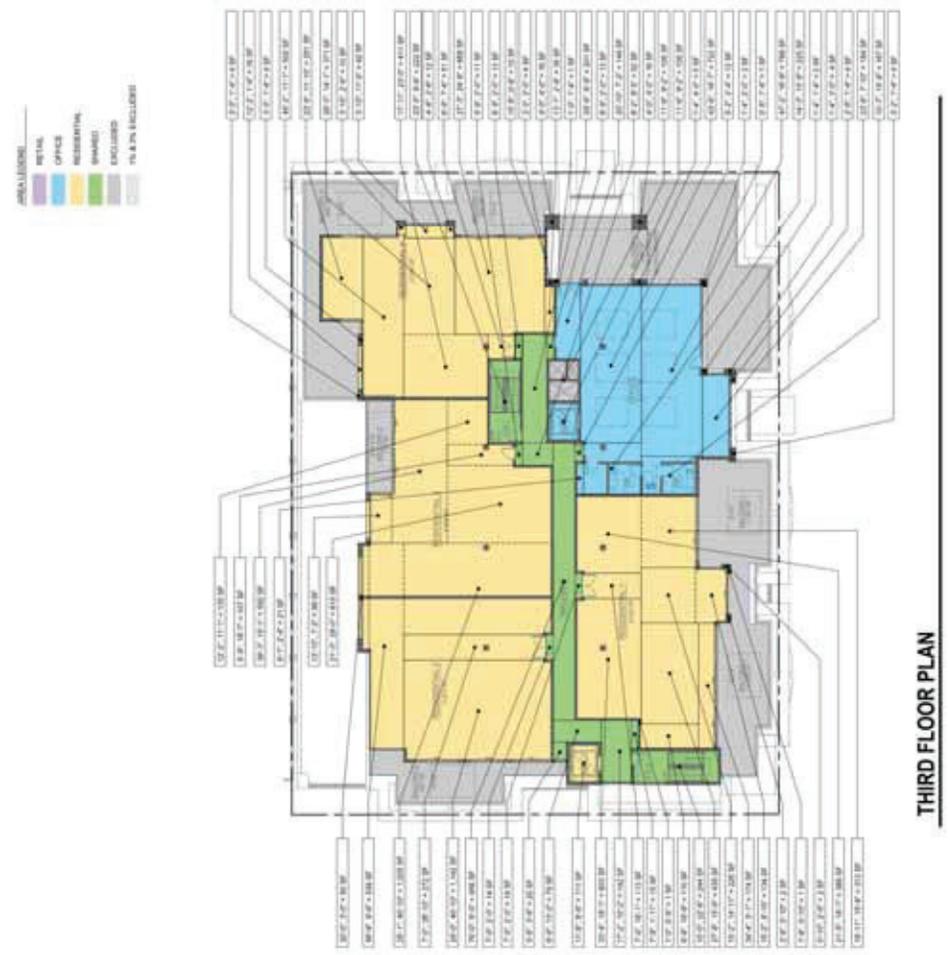
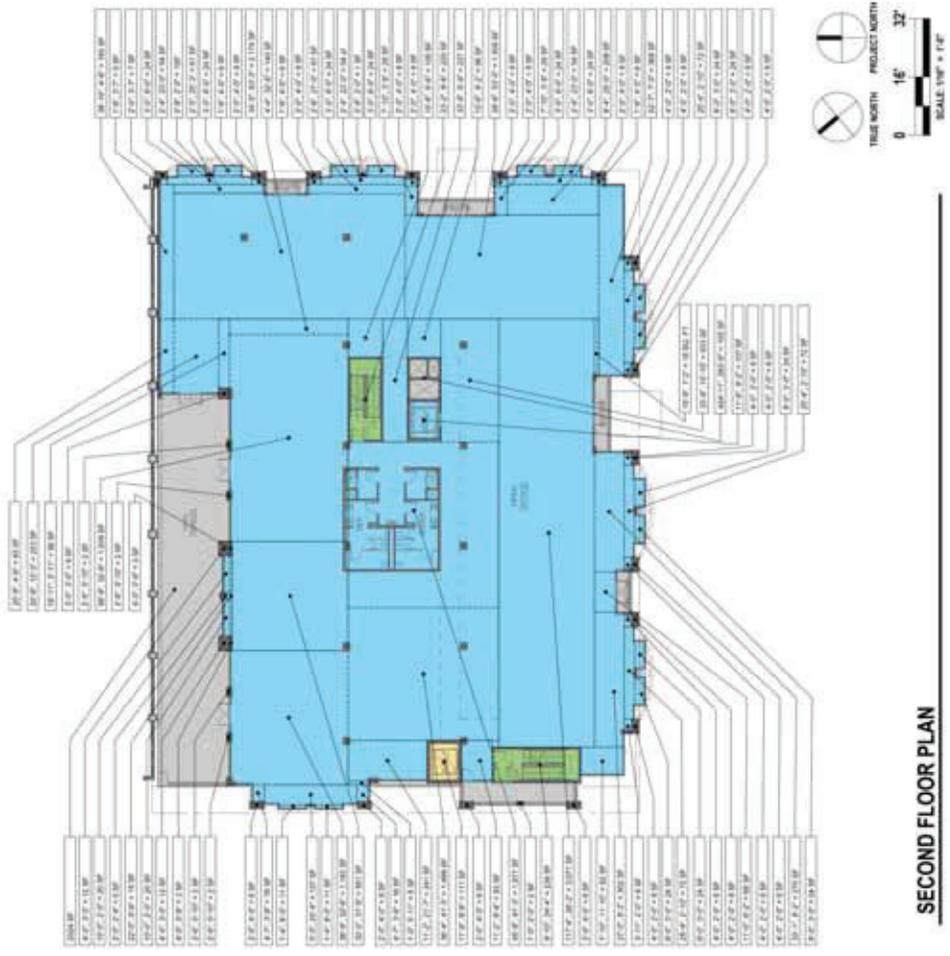


**GROUND FLOOR PLAN**

North Arrow

Scale: 1/8" = 1'-0"

0 16' 32'



SECOND FLOOR PLAN

THIRD FLOOR PLAN





Winter Solstice 9am



Winter Solstice 12pm



Winter Solstice 3pm



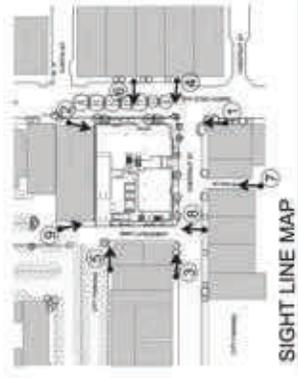
Summer Solstice 9am



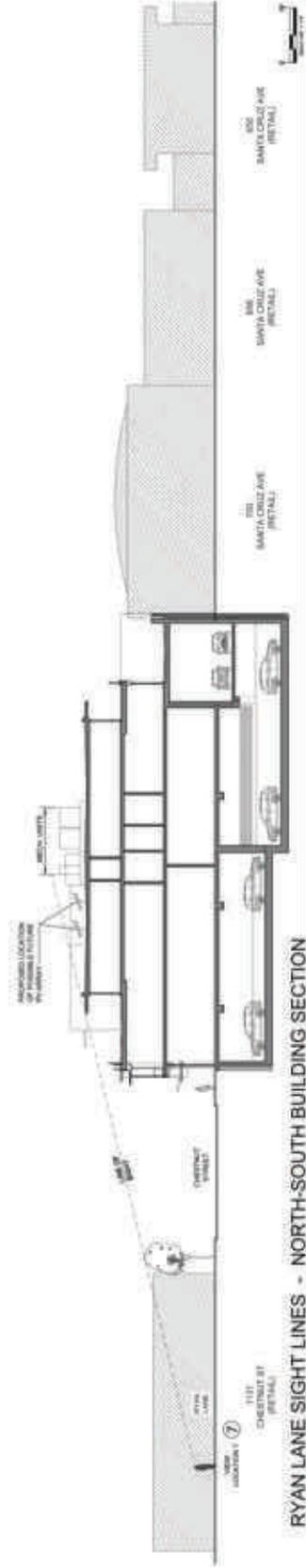
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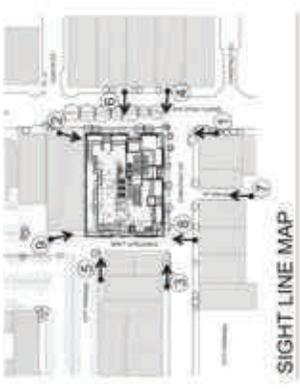
Summer Solstice 3pm



SANTA CRUZ AVENUE SIGHT LINES - EAST ELEVATION



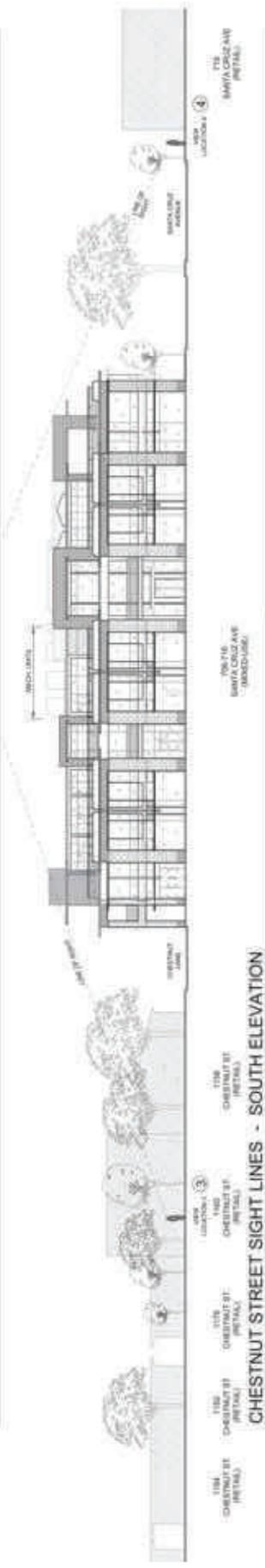
RYAN LANE SIGHT LINES - NORTH-SOUTH BUILDING SECTION



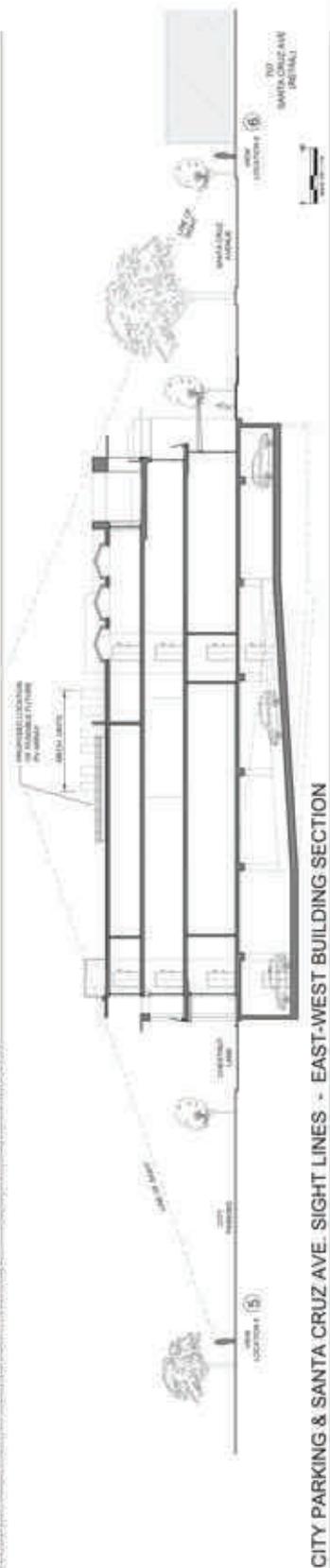
SIGHT LINE MAP



CHESTNUT LANE SIGHT LINES - WEST ELEVATION



CHESTNUT STREET SIGHT LINES - SOUTH ELEVATION



CITY PARKING & SANTA CRUZ AVE SIGHT LINES - EAST-WEST BUILDING SECTION

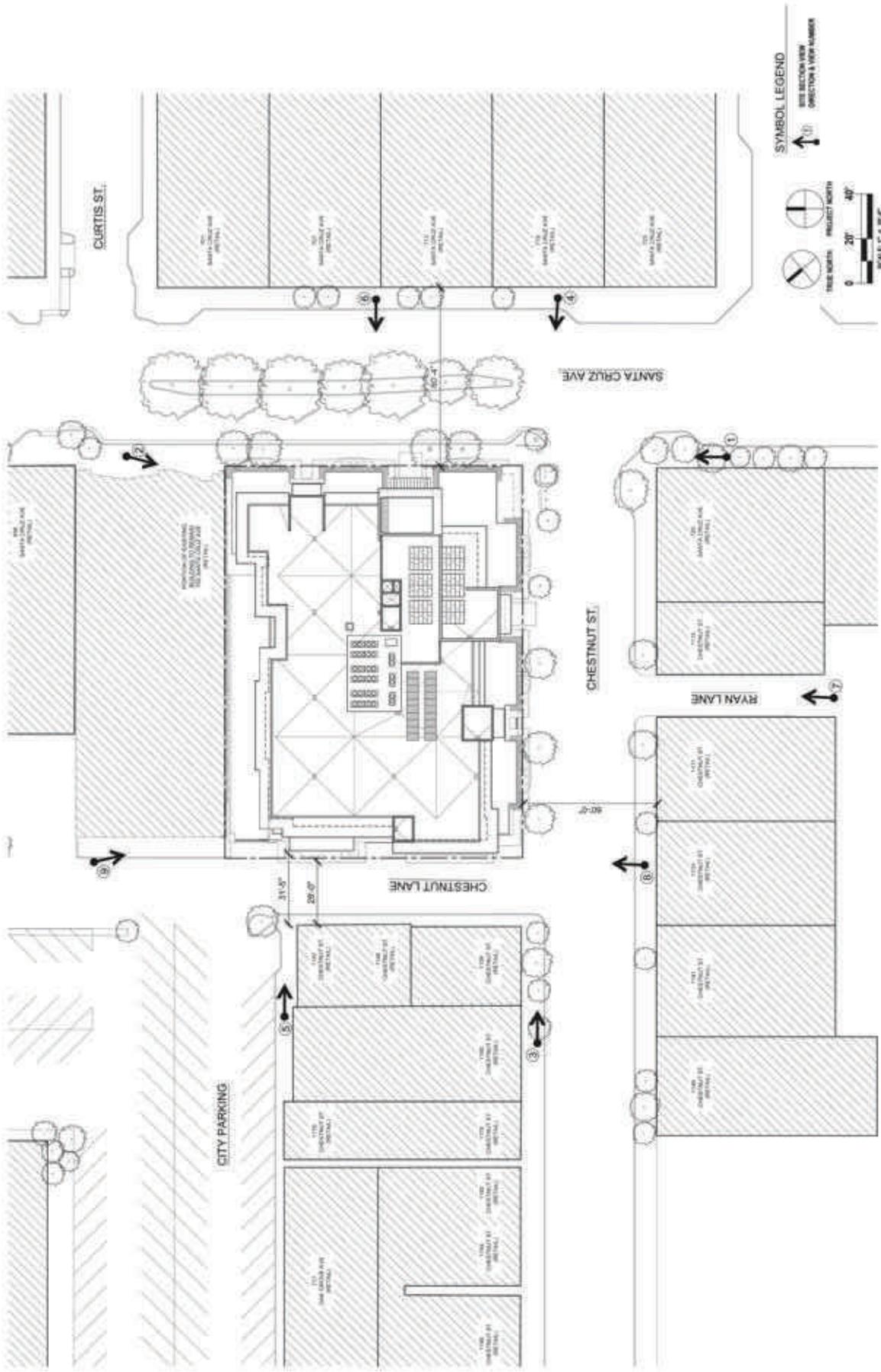
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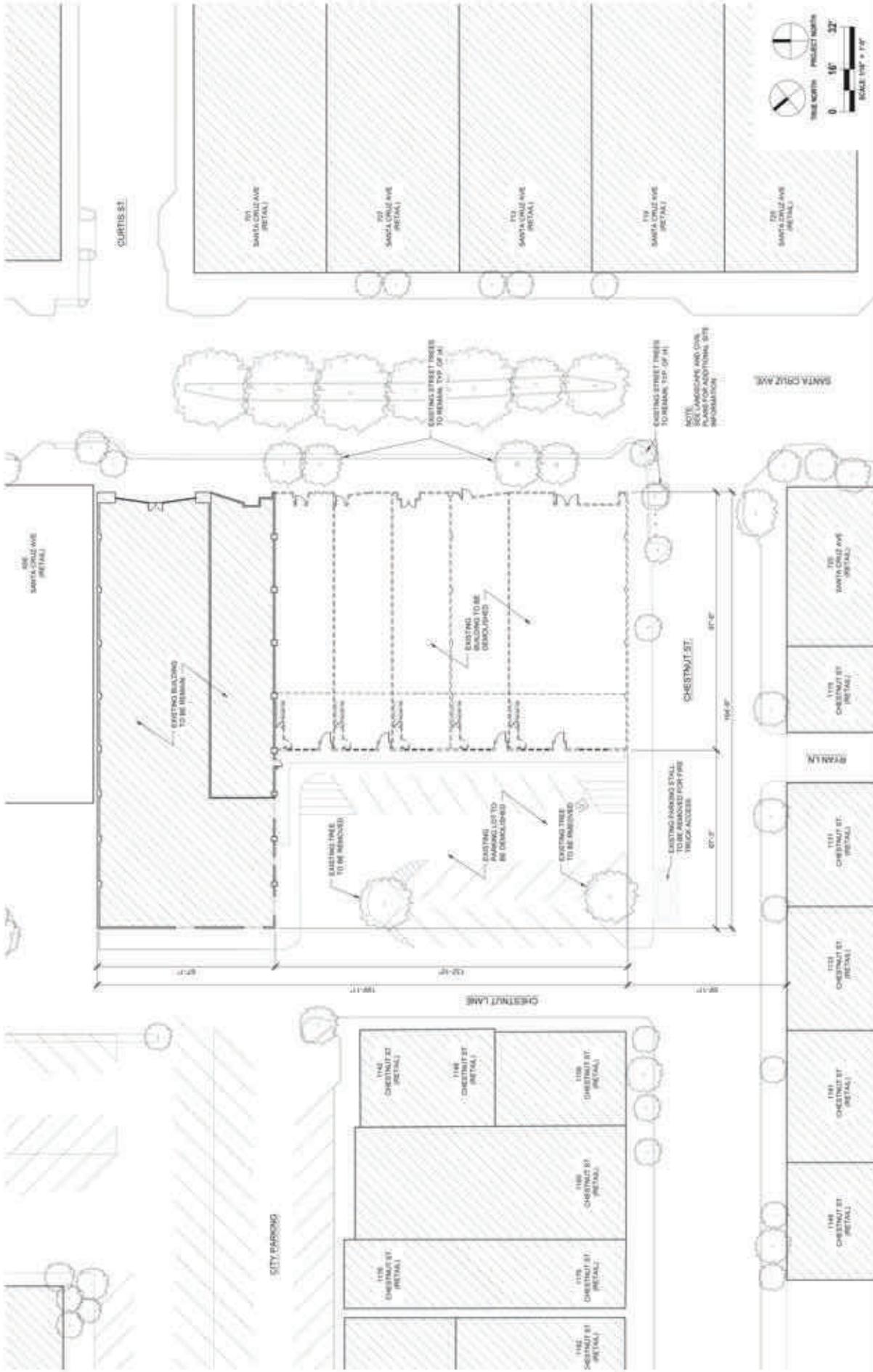
## SITE LINE STUDY

MP 3.1  
November 25, 2019





AREA PLAN



EXISTING SITE PLAN

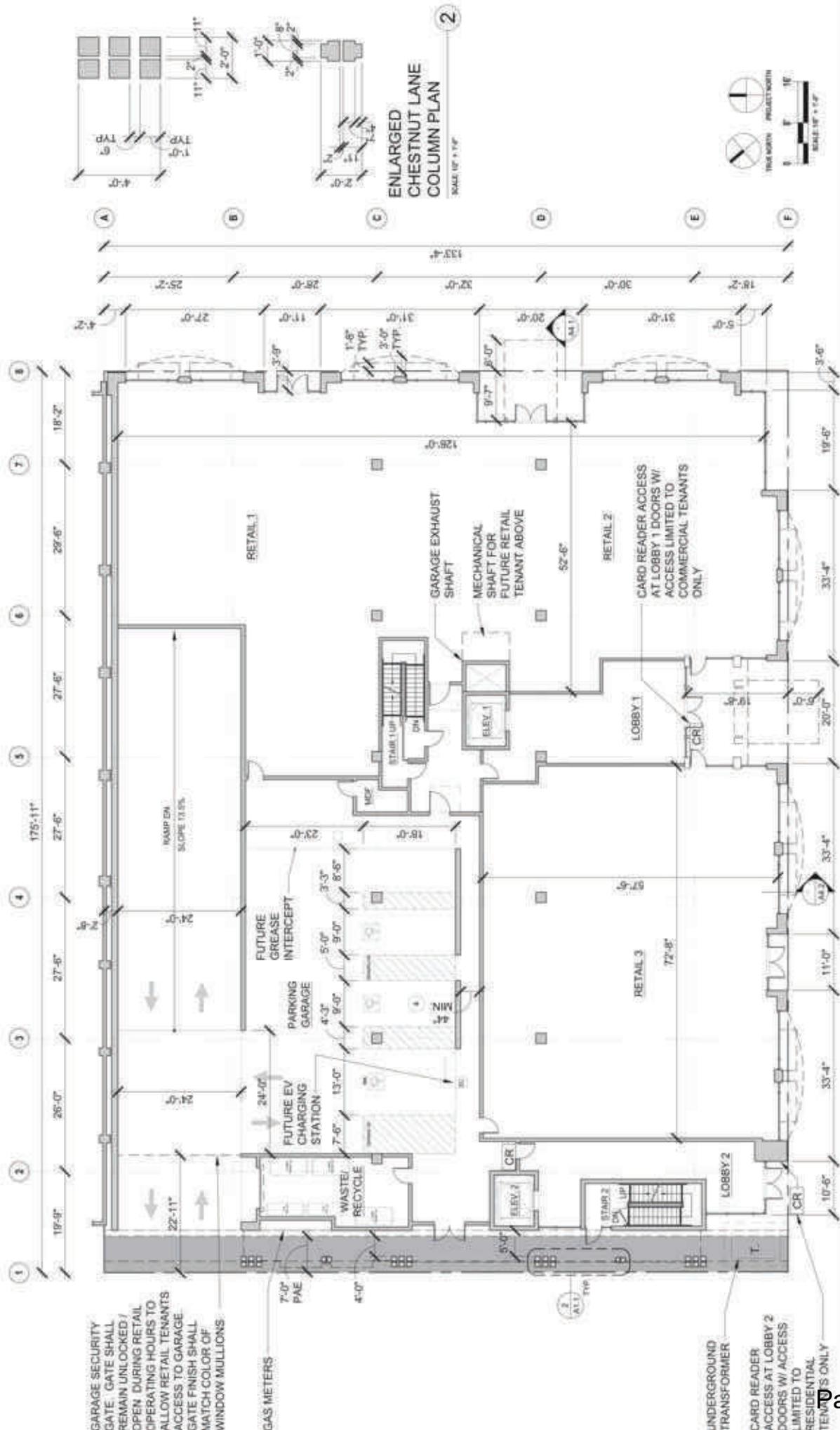
FORM4 ARCHITECTURE • THE GUZZARDO PARTNERSHIP • KIER & WRIGHT • ADAPTURE • INTERFACE ENGINEERING

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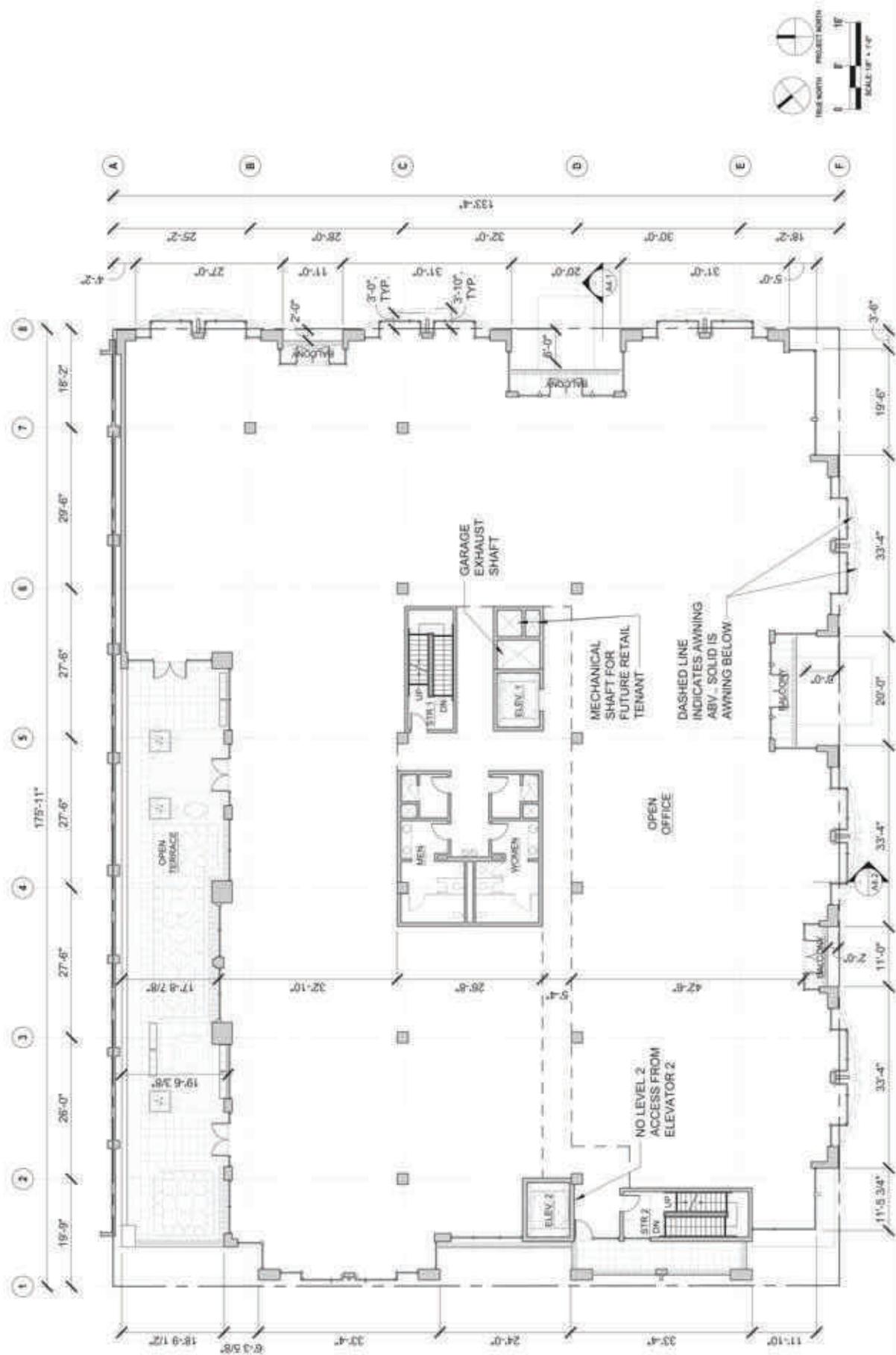
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## GROUND FLOOR PLAN

A 1.1  
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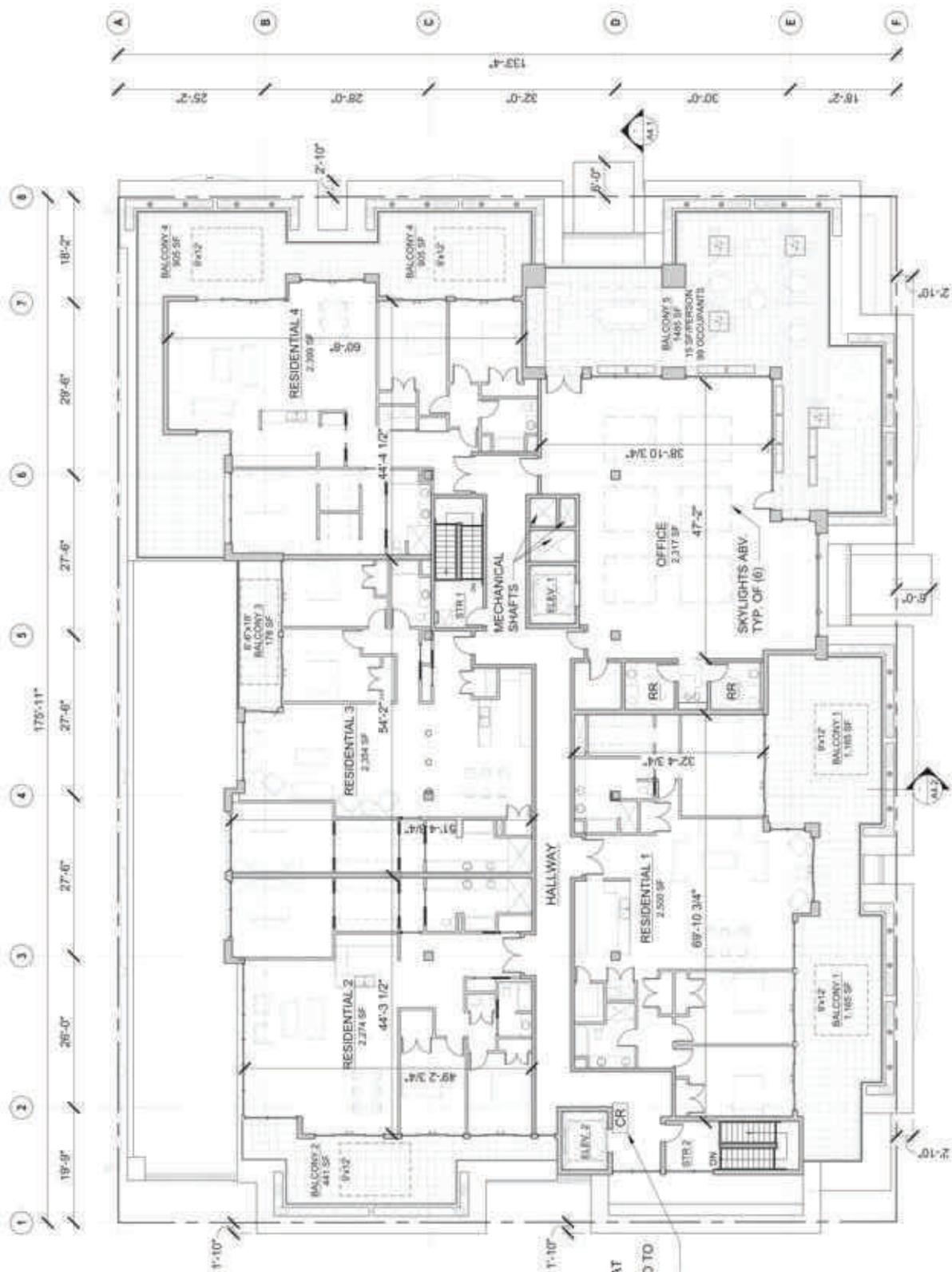


SECOND FLOOR PLAN

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CARD READER AT  
ELEVATOR 2 W/  
ACCESS LIMITED TO  
RESIDENTIAL  
TENANTS ONLY

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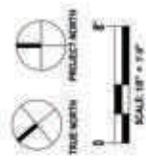
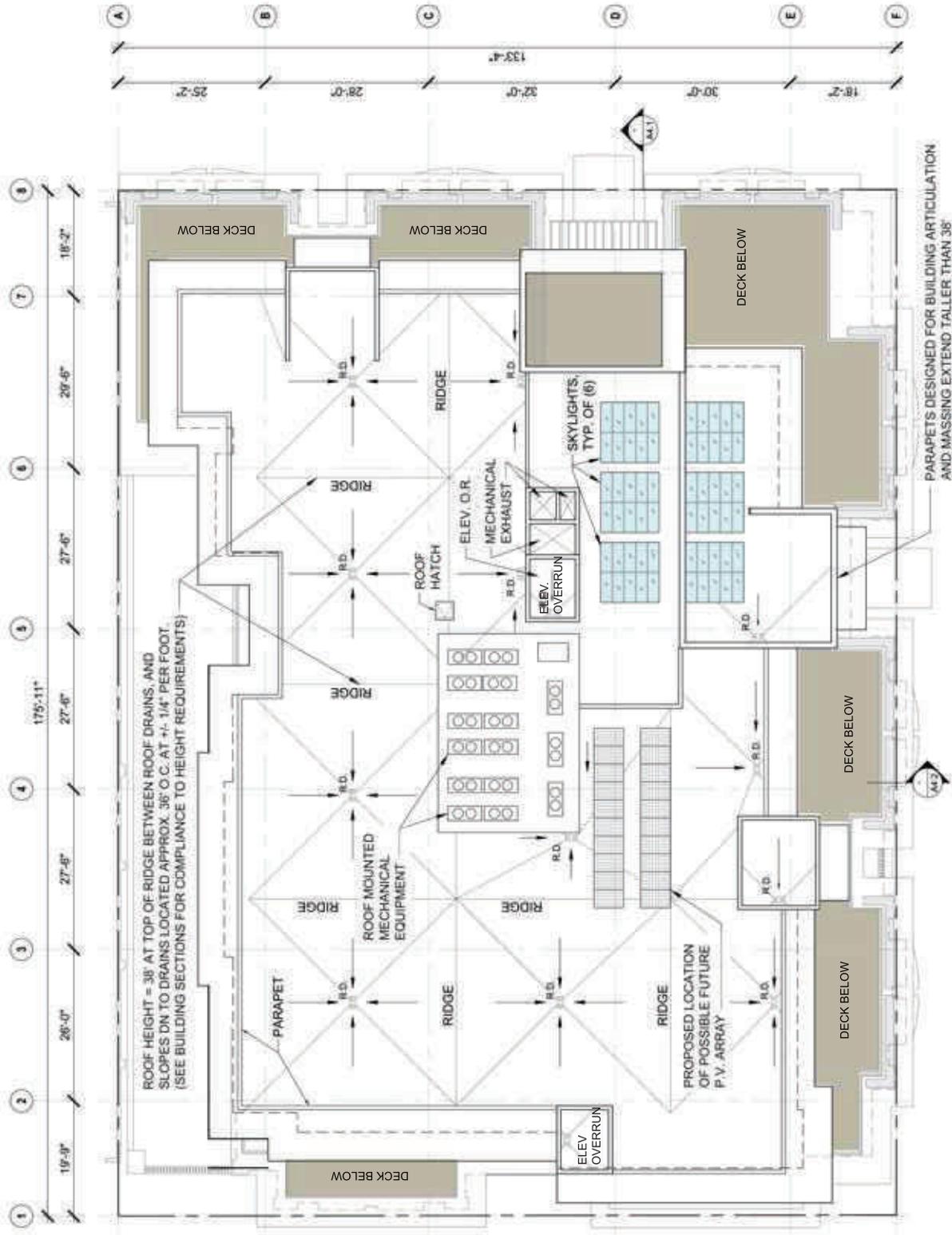
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**THIRD FLOOR PLAN**

A 1.3  
November 25, 2019

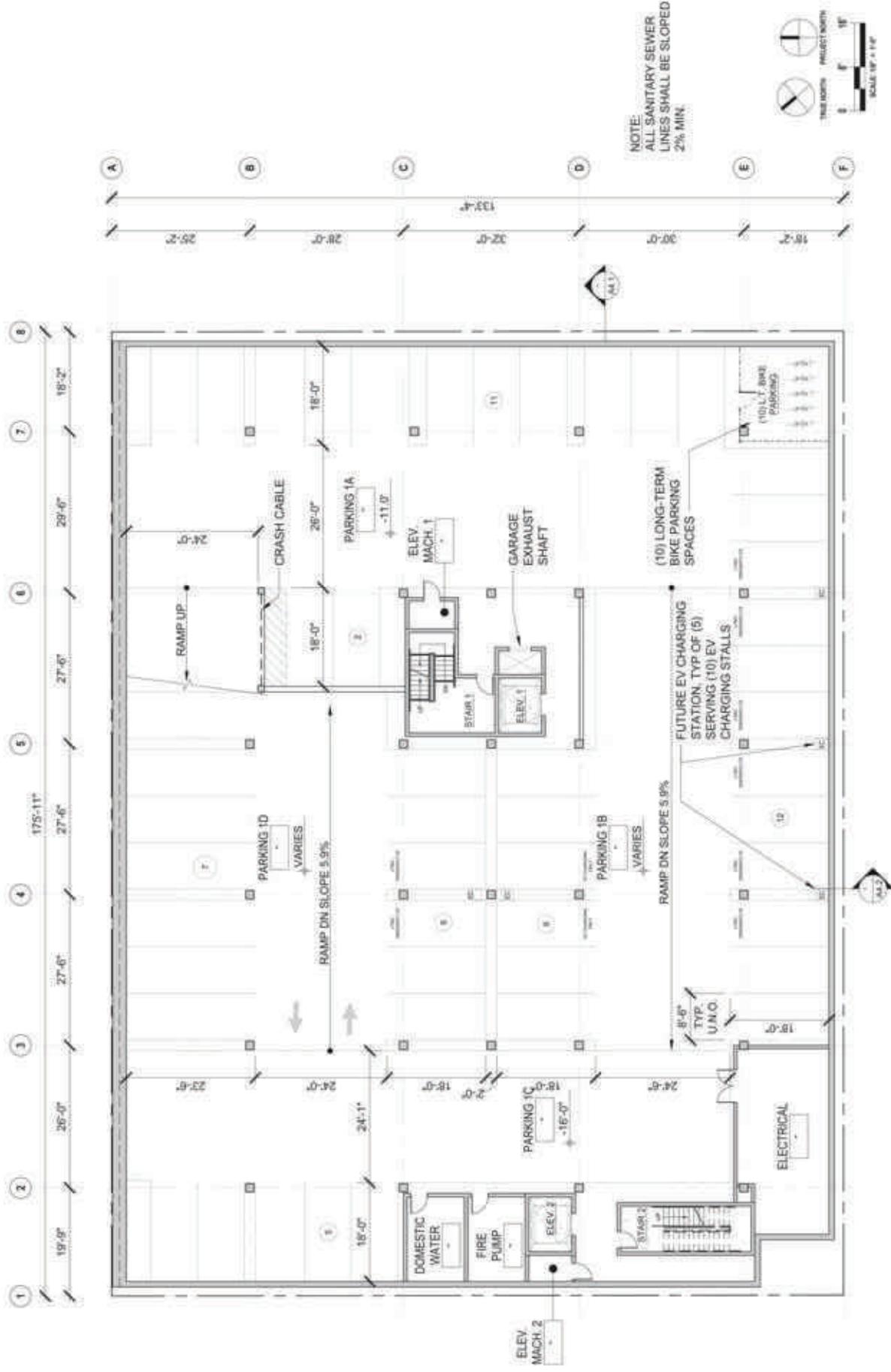




**ROOF PLAN**

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706 Santa Cruz Ave., LLC.

**SANTA CRUZ RENDERING**

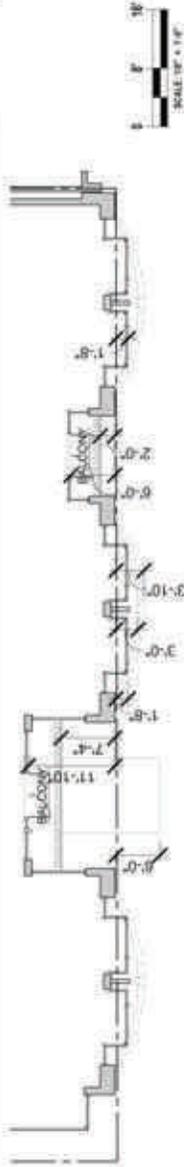
A 2.1  
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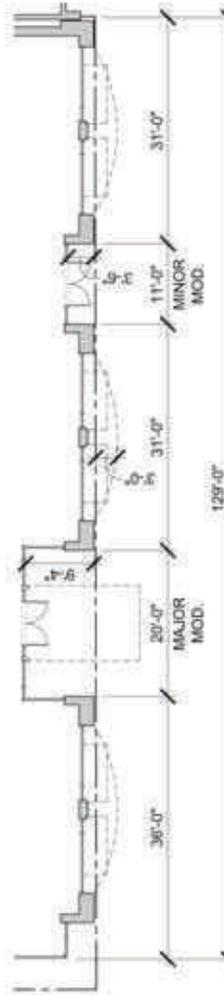




EAST ELEVATION



SECOND FLOOR



FIRST FLOOR

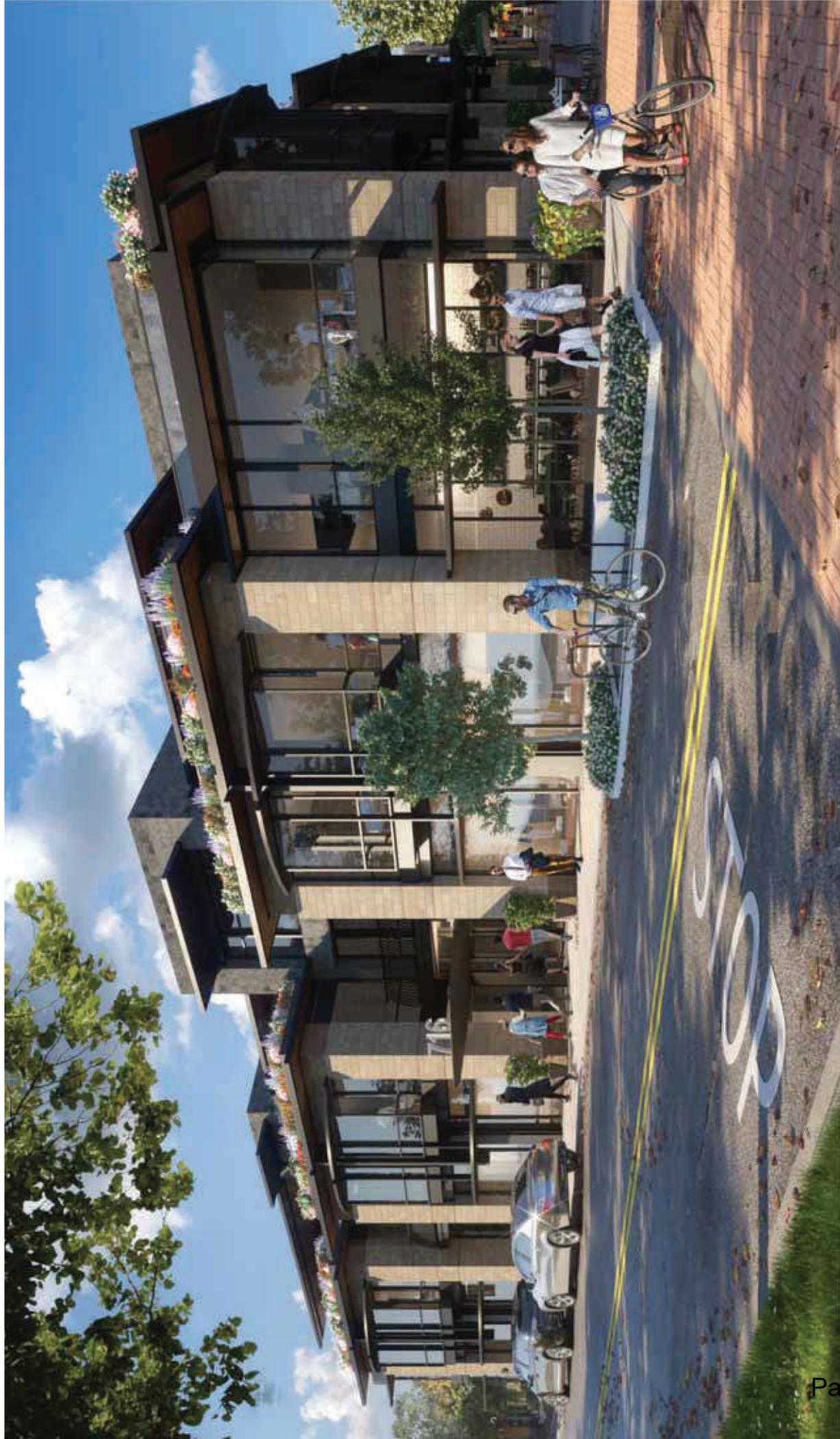


SANTA CRUZ ELEVATION & MODULATION ANALYSIS

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A 2.2  
November 25, 2019





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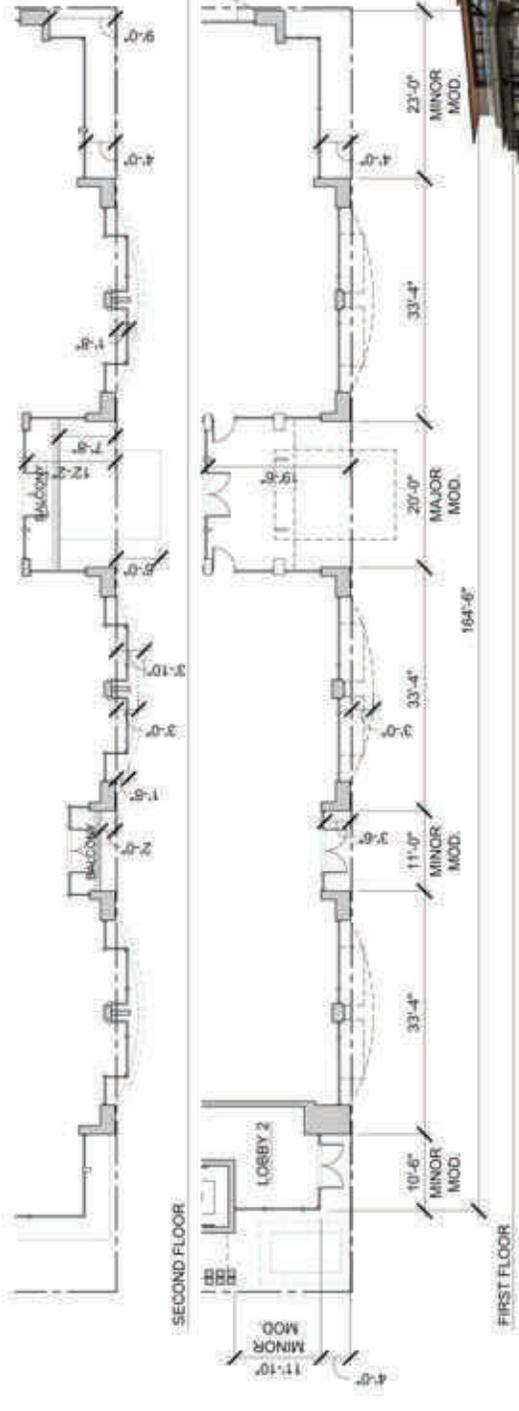
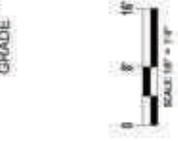
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# CHESTNUT STREET RENDERING

A 2.3  
November 25, 2019





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**CHESTNUT STREET ELEVATION & MODULATION ANALYSIS**



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170 Santa Cruz Ave., LLC.

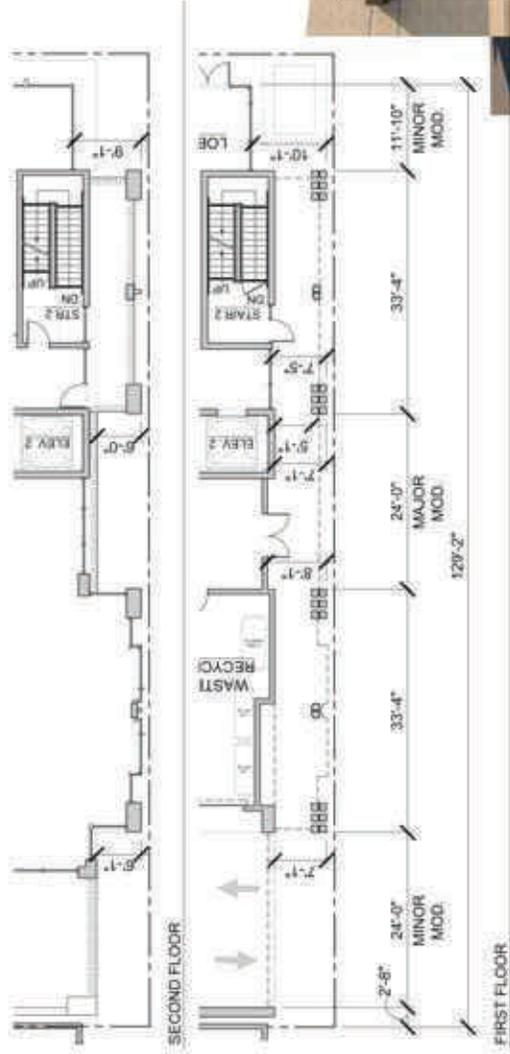
**CHESTNUT LANE RENDERING**

A 2.5  
November 25, 2019





WEST ELEVATION



# CHESTNUT LANE ELEVATION & MODULATION ANALYSIS

## 706 SANTA CRUZ AVE. MENLO PARK

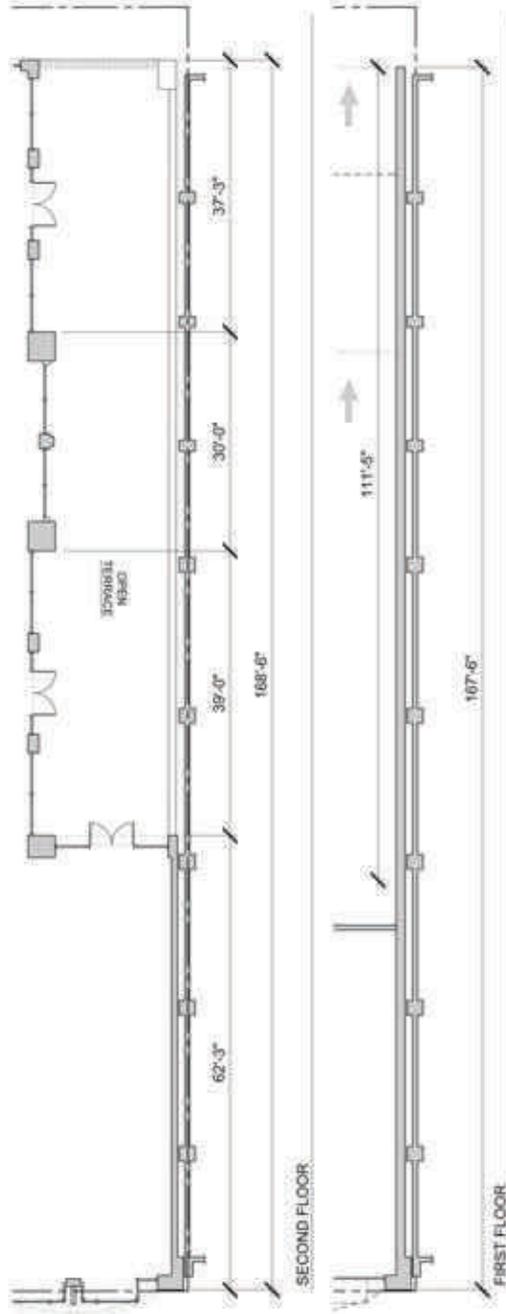
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A 2.6  
November 25, 2019





NORTH ELEVATION





- WARM GRAY STONE
- DARK BROWN METAL PANEL ROOF OVERHANG / SUNSHADE
- STAINED WOOD SOFFIT, TYP. AT 3rd FLOOR SOFFITS
- DARK GRAY METAL PLANTERS
- MEDIUM BEIGE STONE
- DARK BROWN METAL GUARDRAIL
- DARK BROWN METAL PANEL FASCIA
- DARK BROWN MULLIONS & DOORS
- MEDIUM BEIGE STONE

EAST ELEVATION

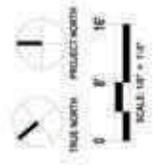
- CLEAR GLASS GUARDRAIL W/ STAINLESS STEEL TOP RAIL
- HIGH-PERFORMANCE CLEAR GLASS
- LIGHT BEIGE STONE



- WARM GRAY STONE
- CLEAR GLASS GUARDRAIL W/ STAINLESS STEEL TOP RAIL
- DARK BROWN METAL PANEL SUNSHADES & FASCIA
- DARK BROWN METAL GUARDRAIL
- DARK BROWN METAL PANELS
- HIGH-PERFORMANCE CLEAR GLASS
- DARK BROWN METAL DOORS

WEST ELEVATION

- STAINED WOOD SOFFIT, TYP. AT 3rd FLOOR SOFFITS
- LIGHT BEIGE STONE
- ROLL-UP GARAGE DOOR, DARK BROWN METAL TO MATCH WINDOW MULLIONS
- MEDIUM BEIGE STONE









**SOUTH ELEVATION SUMMARY**

PRIMARY FACADE AREA	2,038 SF
PROJECTION AREA	682 SF
PERCENT OF FACADE AREA	33.5%

**EAST ELEVATION SUMMARY**

PRIMARY FACADE AREA	1,919 SF
PROJECTION AREA	646 SF
PERCENT OF FACADE AREA	33.7%

**FACADE PROJECTIONS**

- PRIMARY BUILDING FACADE
- FACADE PROJECTION





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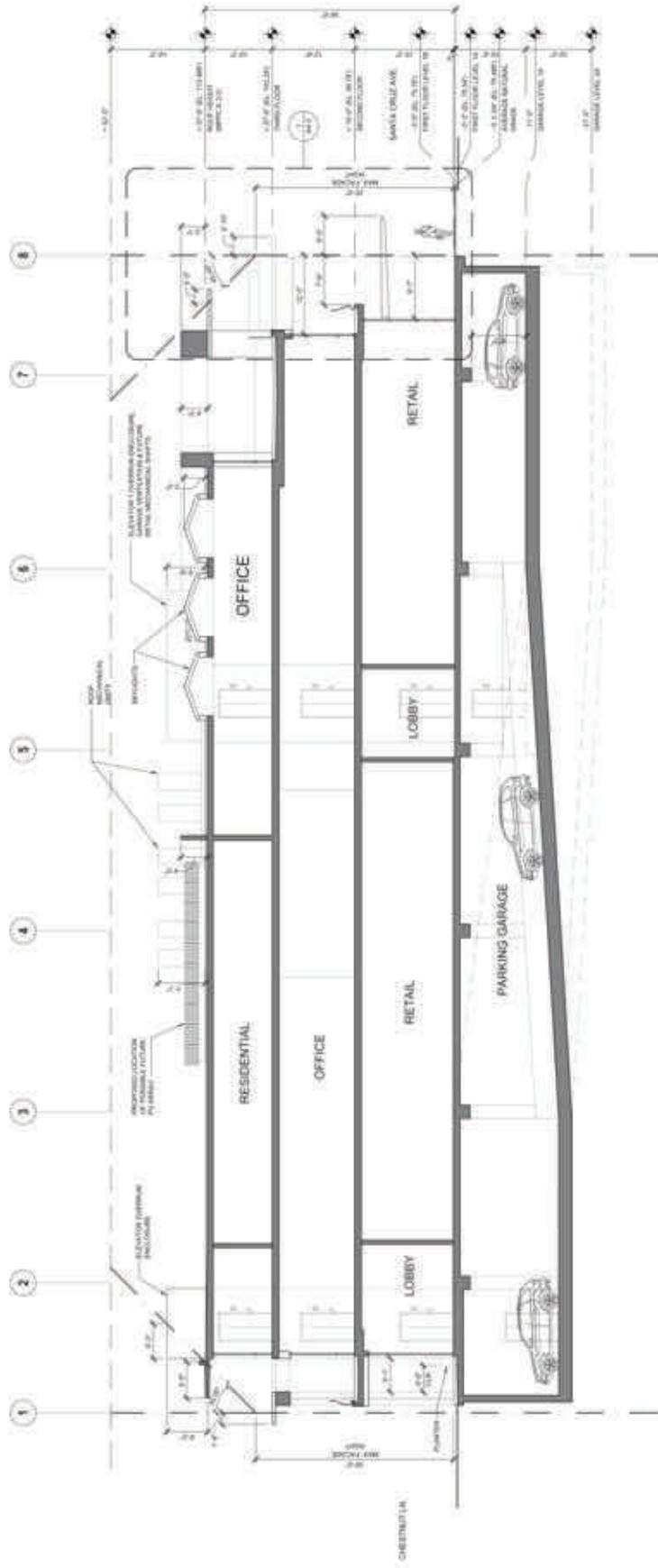
MATERIALS AND COLOR BOARD



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November 25, 2019

**MATERIAL & COLOR BOARD**



**BUILDING SECTIONS &  
HEIGHT ANALYSIS**

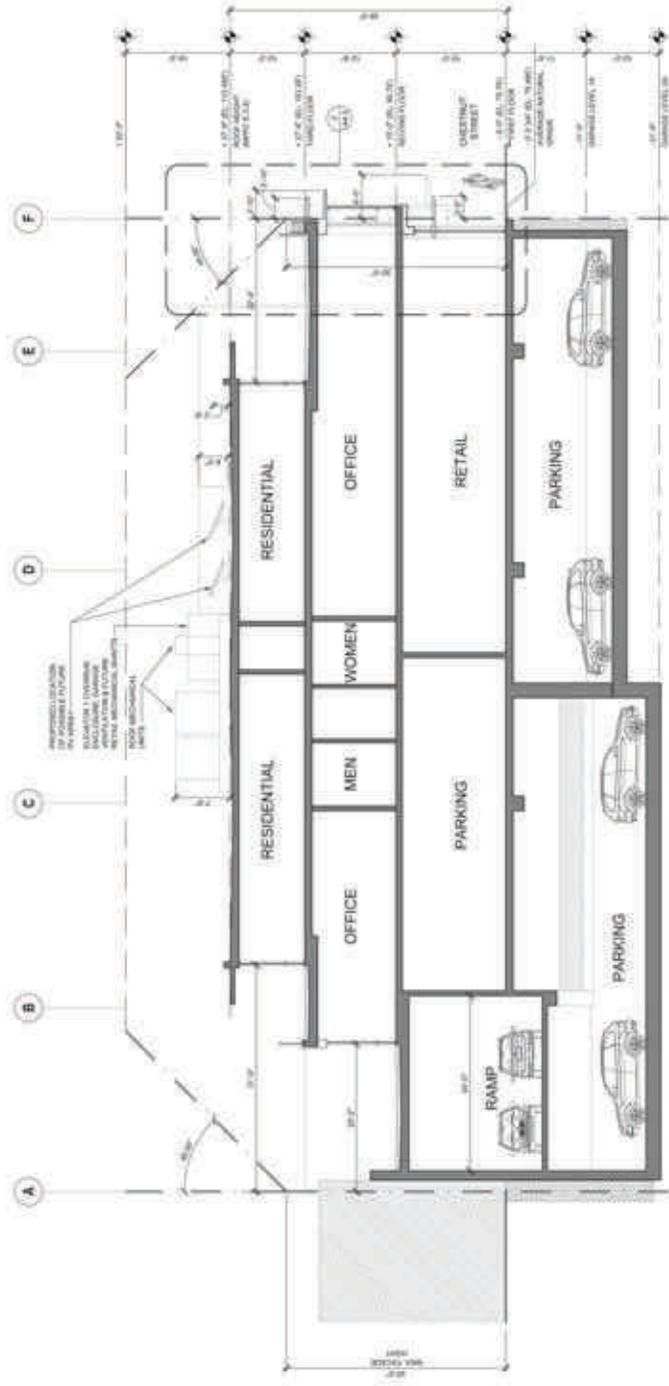
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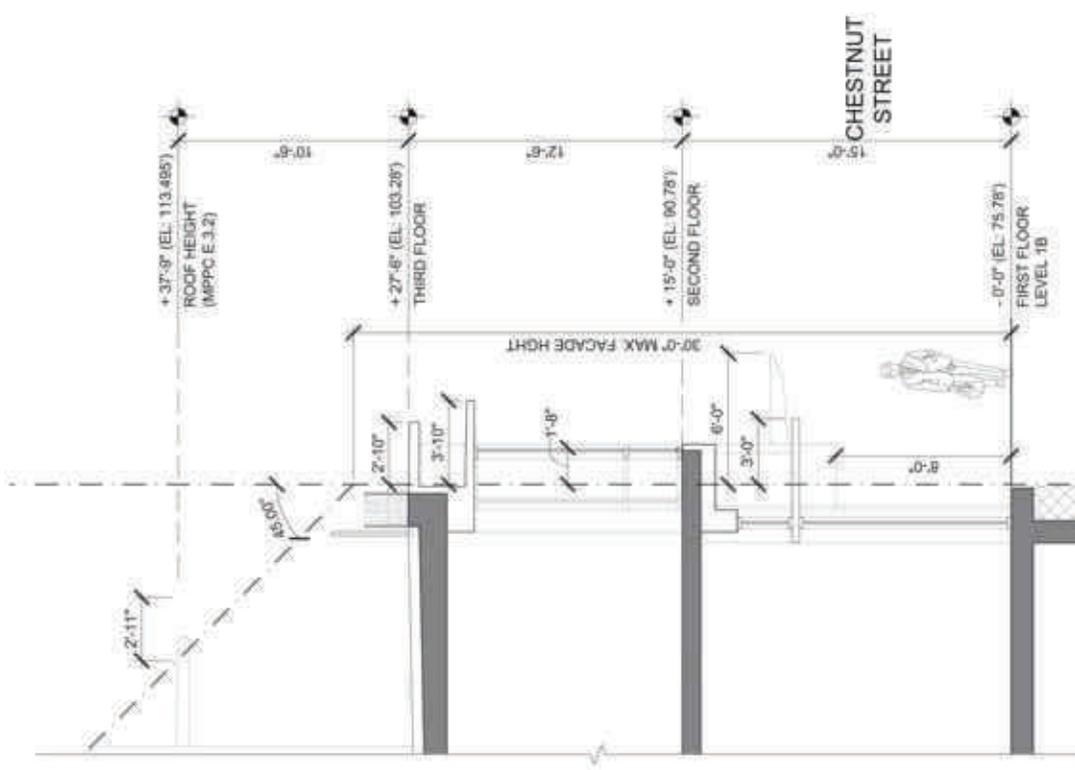
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**BUILDING SECTIONS &  
HEIGHT ANALYSIS**

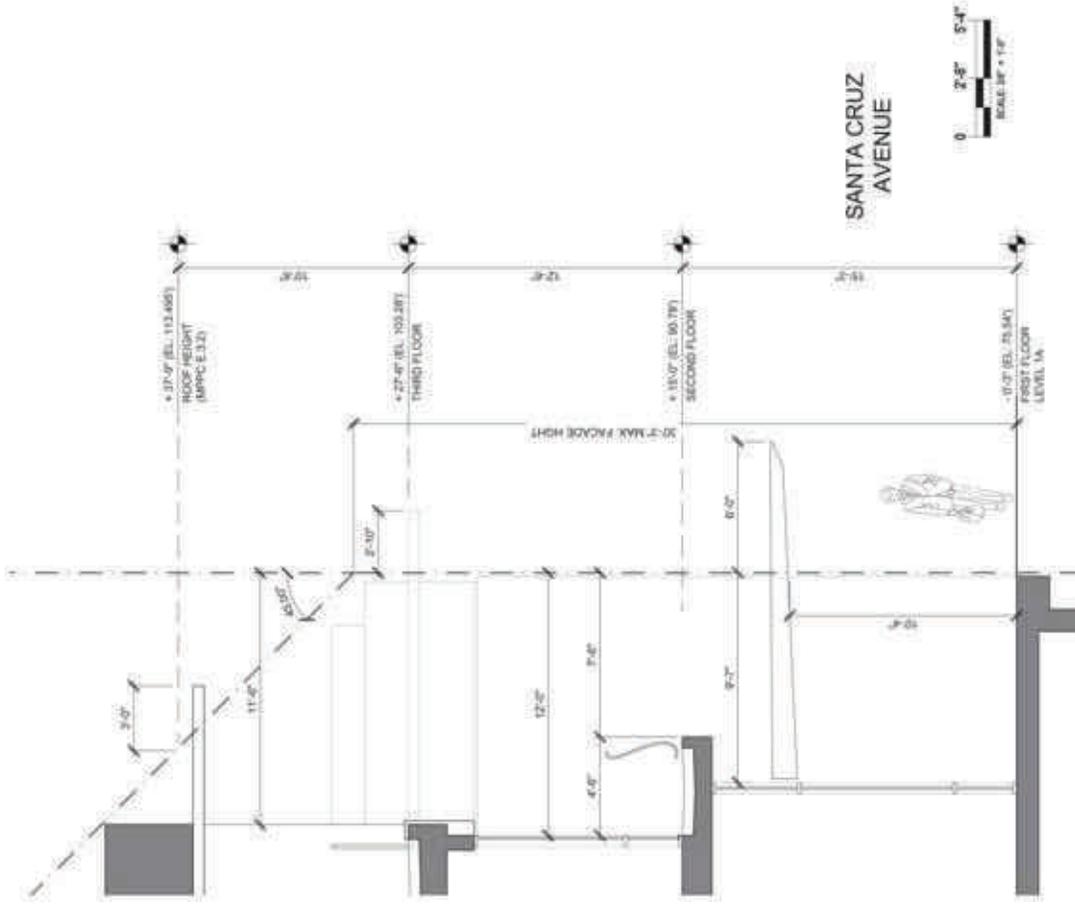
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November 25, 2019





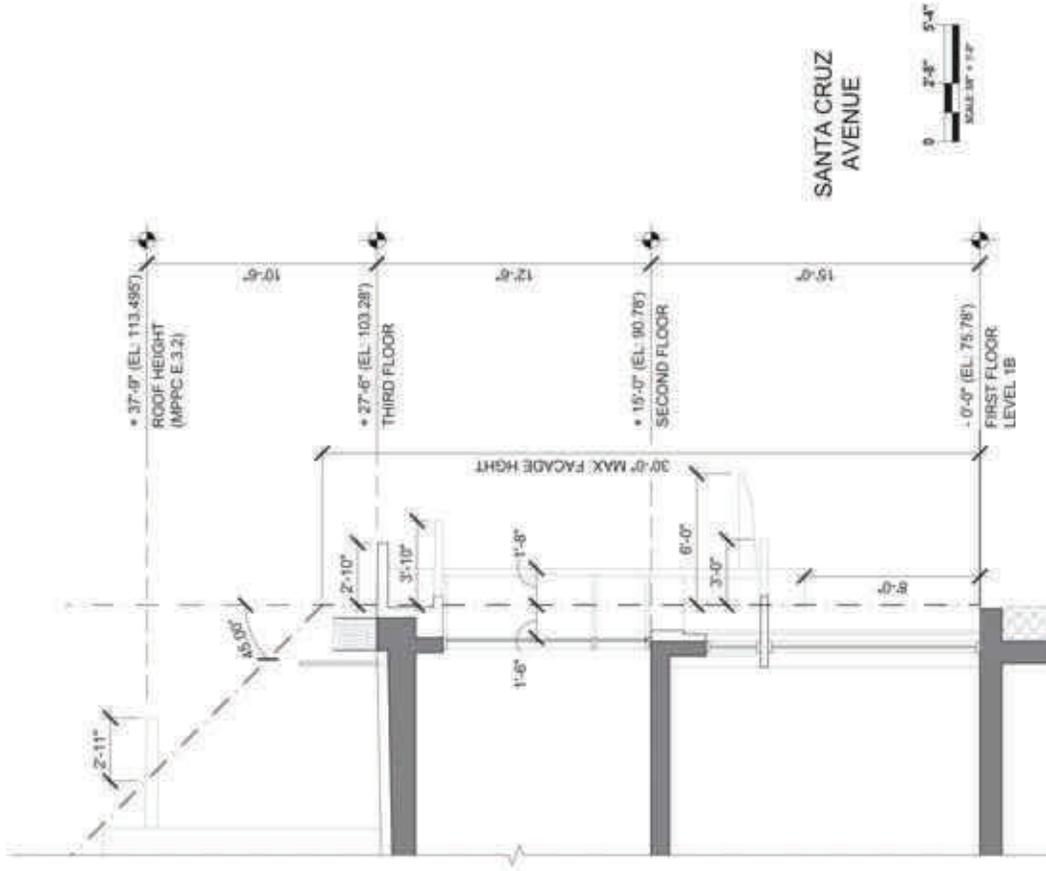
SECTION AT SOUTH ELEVATION BAY WINDOWS

2



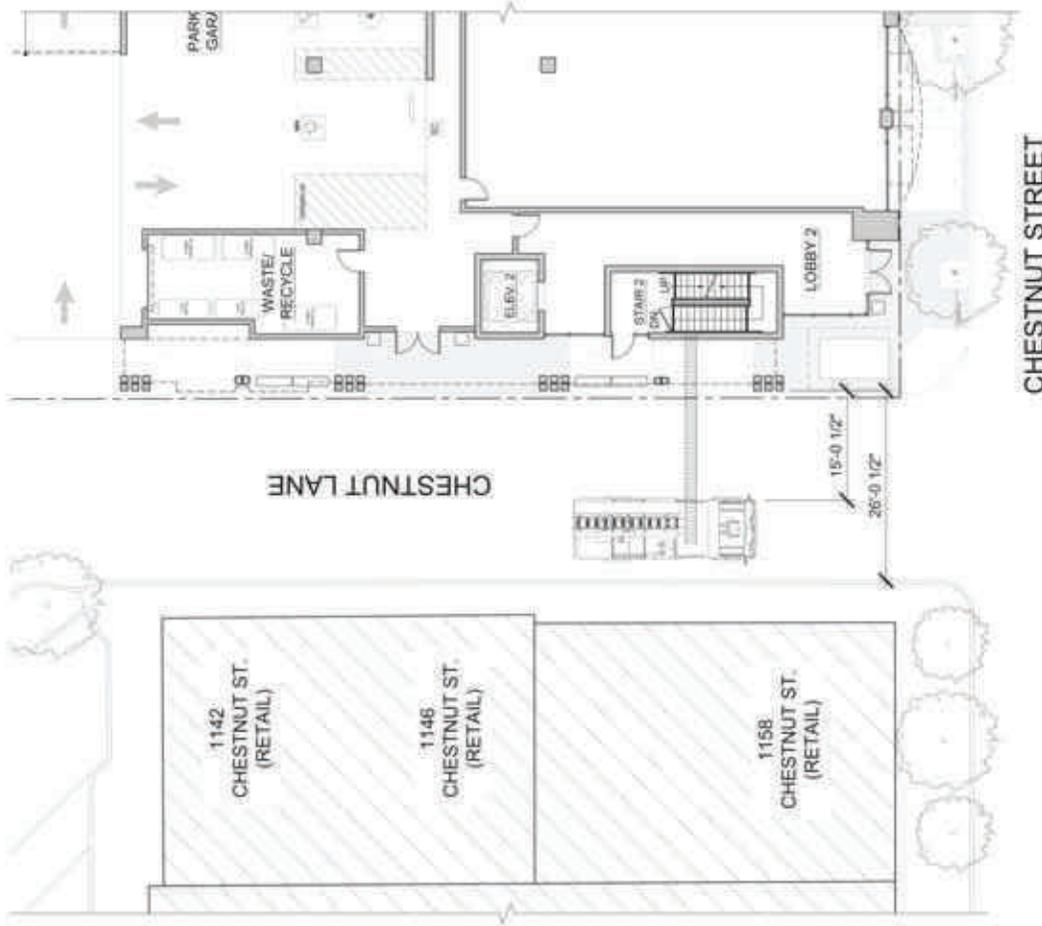
SECTION AT EAST ELEVATION MAJOR MODULATION

1

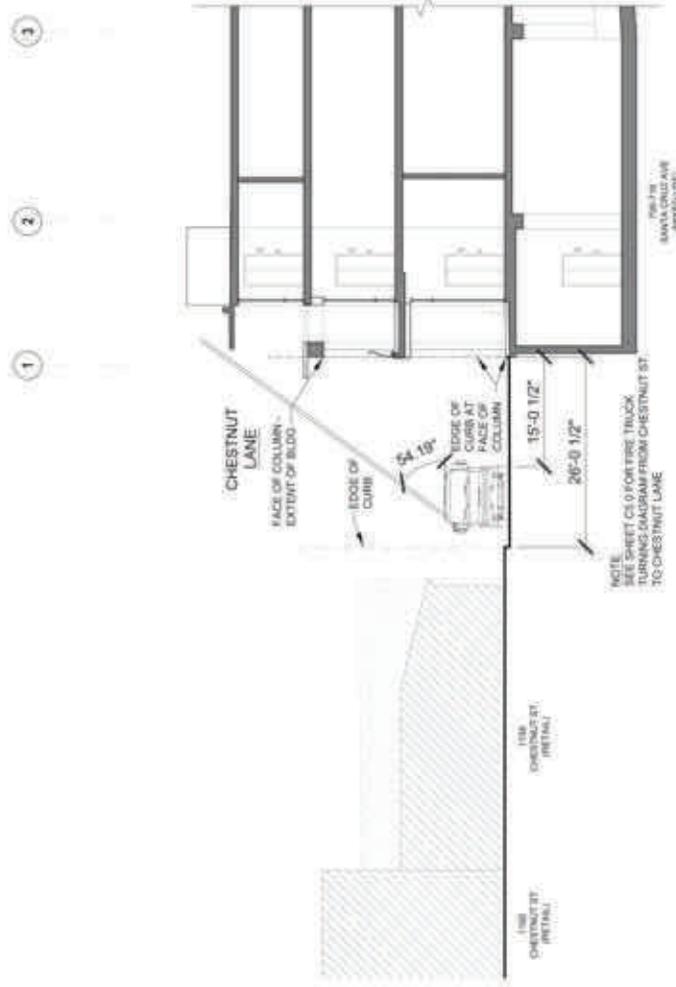


SECTION AT FACE OF TYPICAL EAST BUILDING WALL

3



CHESTNUT LANE FIRE TRUCK ACCESS DIAGRAM - PARTIAL SITE PLAN



CHESTNUT LANE FIRE TRUCK ACCESS DIAGRAM - PARTIAL SECTION

ELECTRICAL SYMBOL LIST

Legend: The following symbols are used in all sheets unless otherwise noted.

Table with columns for Abbreviations, Symbols, and Descriptions. Includes sections for General, Lighting, Connections / Equipment, and Miscellaneous.

Table with columns for Symbols and Descriptions. Includes sections for Switches and Receptacles, and Miscellaneous.

GENERAL ELECTRICAL NOTES

- 1. All electrical installations shall conform to the National Electrical Code (NEC) and all applicable local codes and regulations.
2. All electrical work shall be done in accordance with the manufacturer's instructions.
3. All electrical work shall be done in accordance with the applicable codes and regulations.

SHEET INDEX

Table with columns for Sheet Number and Description. Lists sheets 1 through 10 and their corresponding titles.

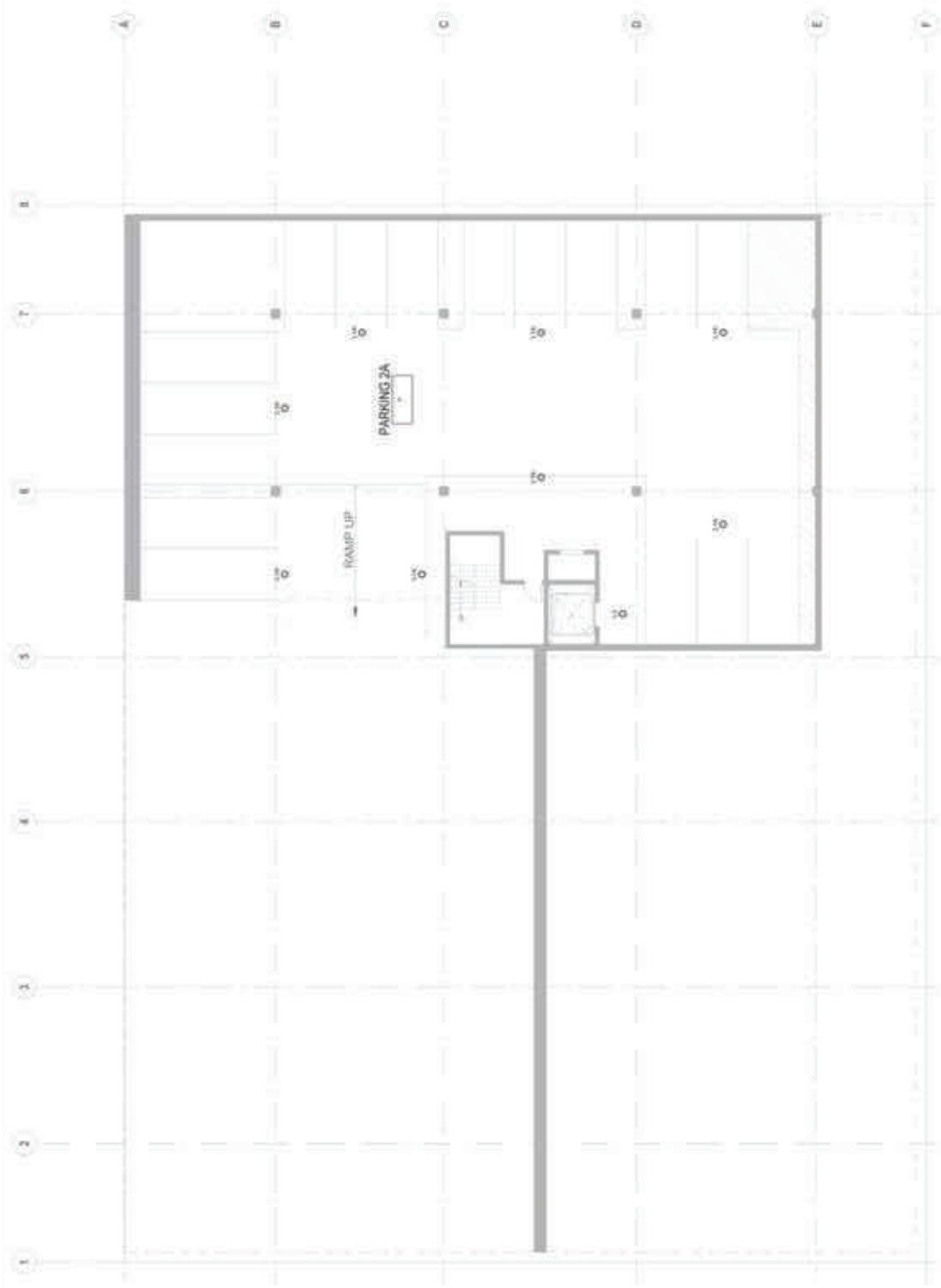


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SYMBOL LIST AND GENERAL NOTES

706 SANTA CRUZ AVE. MENLO PARK
Architectural Review
Santa Cruz Ave., LLC.





1 PARKING LEVEL 2 PLAN - ELECTRICAL



**GENERAL SHEET NOTES**

- 1. CONSULT THE ELECTRICAL CODES AND SPECIFICATIONS FOR THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNALING CODE (NFPA 72).
- 2. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNALING CODE (NFPA 72).
- 3. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNALING CODE (NFPA 72).

**LUMINAIRE SCHEDULE**

- 1. ALL LUMINAIRE SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNALING CODE (NFPA 72).
- 2. ALL LUMINAIRE SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNALING CODE (NFPA 72).
- 3. ALL LUMINAIRE SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNALING CODE (NFPA 72).

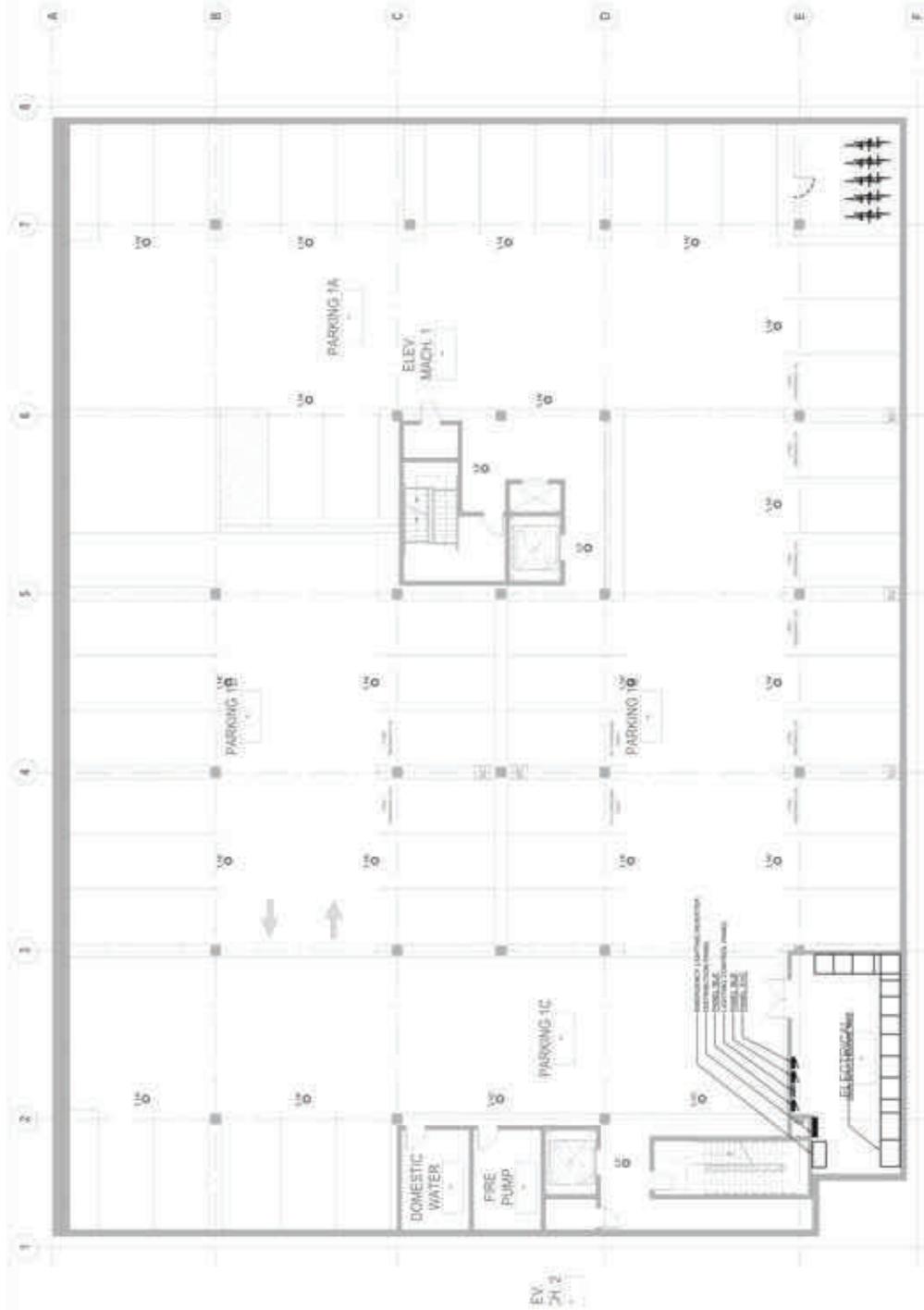


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PARKING LEVEL 2 PLAN - ELECTRICAL

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1 BASEMENT PLAN - ELECTRICAL

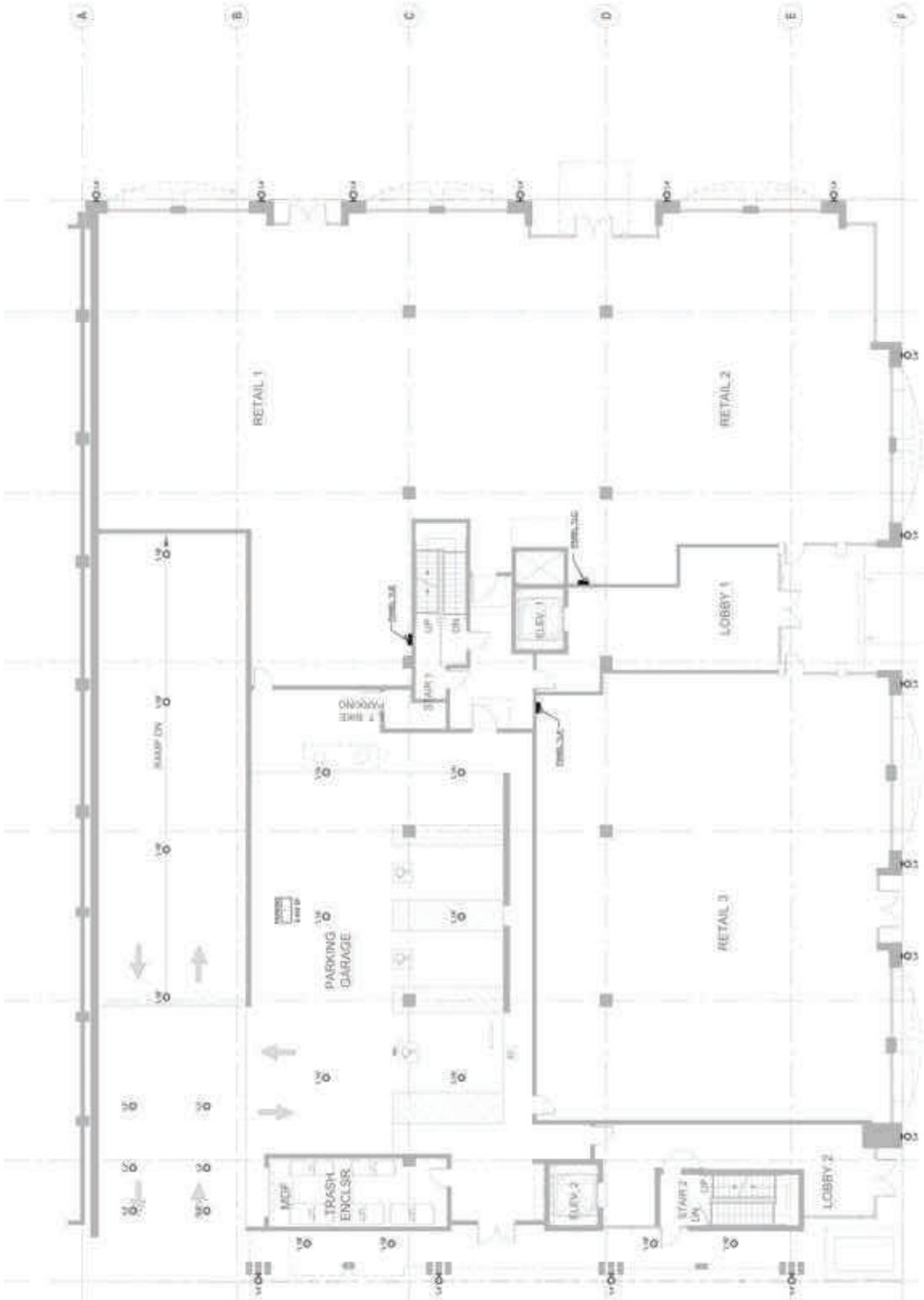
**GENERAL SHEET NOTES**

- 1. CONSULT THE ELECTRICAL SCHEDULE FOR THE SPECIFICATIONS OF THE EQUIPMENT AND MATERIALS TO BE USED.
- 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE CALIFORNIA ELECTRICAL CODE (CEC).
- 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE CALIFORNIA ELECTRICAL CODE (CEC) AND THE NATIONAL ELECTRICAL CODE (NEC).

**LUMINAIRE SCHEDULE**

- 1. ALL LUMINAIRE SHALL BE IN ACCORDANCE WITH THE CALIFORNIA ELECTRICAL CODE (CEC) AND THE NATIONAL ELECTRICAL CODE (NEC).
- 2. ALL LUMINAIRE SHALL BE IN ACCORDANCE WITH THE CALIFORNIA ELECTRICAL CODE (CEC) AND THE NATIONAL ELECTRICAL CODE (NEC).
- 3. ALL LUMINAIRE SHALL BE IN ACCORDANCE WITH THE CALIFORNIA ELECTRICAL CODE (CEC) AND THE NATIONAL ELECTRICAL CODE (NEC).
- 4. ALL LUMINAIRE SHALL BE IN ACCORDANCE WITH THE CALIFORNIA ELECTRICAL CODE (CEC) AND THE NATIONAL ELECTRICAL CODE (NEC).
- 5. ALL LUMINAIRE SHALL BE IN ACCORDANCE WITH THE CALIFORNIA ELECTRICAL CODE (CEC) AND THE NATIONAL ELECTRICAL CODE (NEC).





1 FIRST FLOOR PLAN - ELECTRICAL



**GENERAL SHEET NOTES**

- 1. CONSULT ELECTRICAL CODES AND REGULATIONS FOR ALL ELECTRICAL WORK.
- 2. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES.
- 3. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.

**LUMINAIRE SCHEDULE**

- 1. ALL LUMINAIRE SHALL BE AS SHOWN ON THE DRAWINGS.
- 2. ALL LUMINAIRE SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- 3. ALL LUMINAIRE SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES.
- 4. ALL LUMINAIRE SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- 5. ALL LUMINAIRE SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- 6. ALL LUMINAIRE SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- 7. ALL LUMINAIRE SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- 8. ALL LUMINAIRE SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- 9. ALL LUMINAIRE SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- 10. ALL LUMINAIRE SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.

NOTE:  
 UPLIGHTING NOT ALLOWED IN SPECIFIC PLAN AREA.  
 ADDITIONAL REVIEW OF BUILDING MOUNTED LIGHTS  
 WILL BE REQUIRED AT THE BUILDING PERMIT STAGE.



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**FIRST FLOOR PLAN - ELECTRICAL**

E 2.2  
 November 25, 2019



FIXTURE L1A, L1B, L1C & L2

**GARDCO** by @gravity

Strength & Capacity

APD

Table 1: Strength & Capacity

Fixture	Strength (lb)	Capacity (lb)
L1A	100	100
L1B	100	100
L1C	100	100
L2	100	100

Table 2: Dimensions

Fixture	Length (in)	Width (in)	Height (in)
L1A	12	12	12
L1B	12	12	12
L1C	12	12	12
L2	12	12	12

Table 3: Material

Fixture	Material
L1A	Aluminum
L1B	Aluminum
L1C	Aluminum
L2	Aluminum

Table 4: Finish

Fixture	Finish
L1A	White
L1B	White
L1C	White
L2	White

Table 5: Weight

Fixture	Weight (lb)
L1A	10
L1B	10
L1C	10
L2	10

Table 6: Notes

1. All dimensions are in inches unless otherwise specified.

2. All weights are in pounds unless otherwise specified.

3. All materials are aluminum unless otherwise specified.

4. All finishes are white unless otherwise specified.

5. All fixtures are made of aluminum.

6. All fixtures are made of aluminum.

7. All fixtures are made of aluminum.

8. All fixtures are made of aluminum.

9. All fixtures are made of aluminum.

10. All fixtures are made of aluminum.

FIXTURE L4

Table 7: Strength & Capacity

Fixture	Strength (lb)	Capacity (lb)
L4	100	100

Table 8: Dimensions

Fixture	Length (in)	Width (in)	Height (in)
L4	12	12	12

Table 9: Material

Fixture	Material
L4	Aluminum

Table 10: Finish

Fixture	Finish
L4	White

Table 11: Weight

Fixture	Weight (lb)
L4	10

Table 12: Notes

1. All dimensions are in inches unless otherwise specified.

2. All weights are in pounds unless otherwise specified.

3. All materials are aluminum unless otherwise specified.

4. All finishes are white unless otherwise specified.

5. All fixtures are made of aluminum.

6. All fixtures are made of aluminum.

7. All fixtures are made of aluminum.

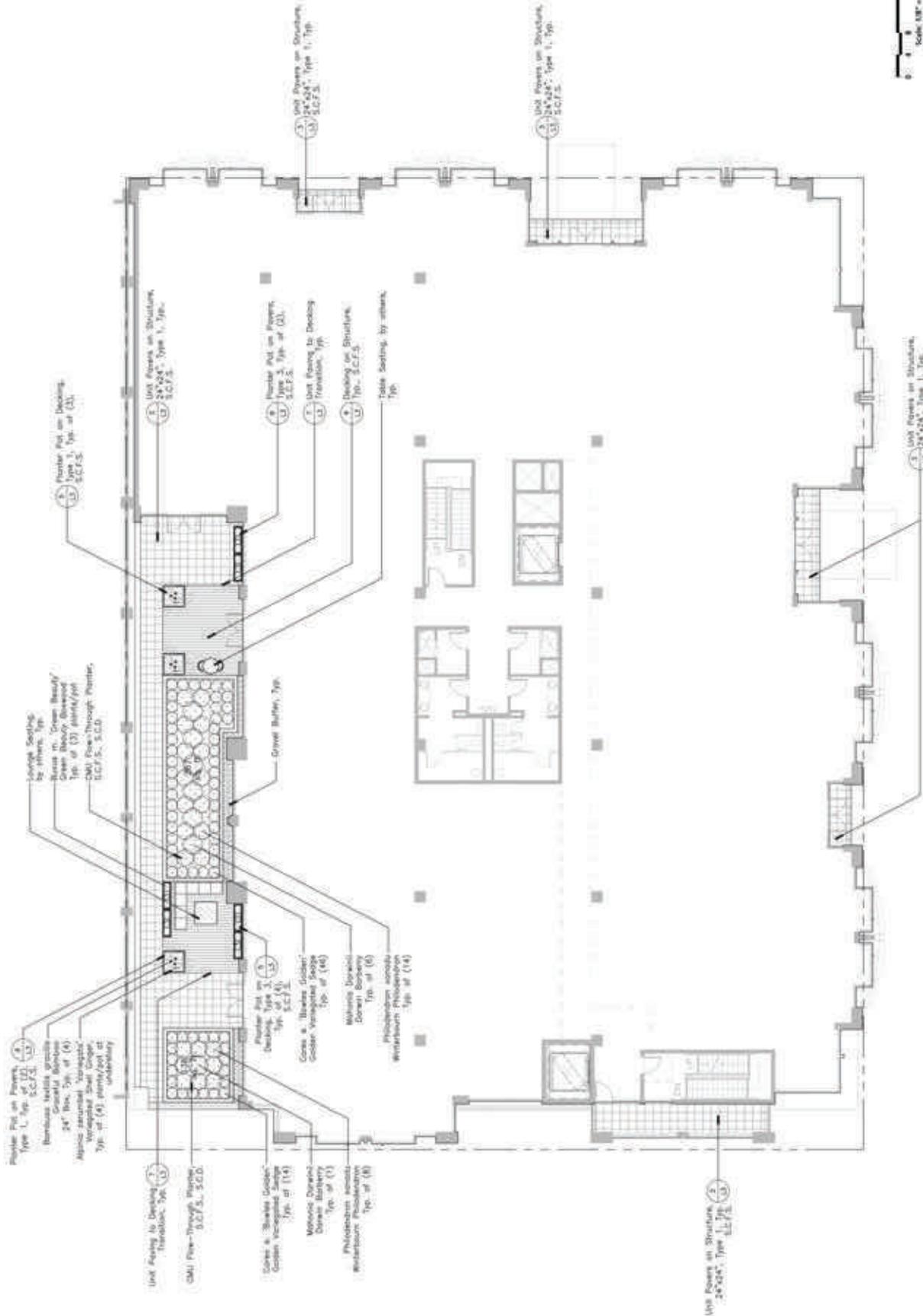
8. All fixtures are made of aluminum.

9. All fixtures are made of aluminum.

10. All fixtures are made of aluminum.







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LEVEL 2- LANDSCAPE PLAN

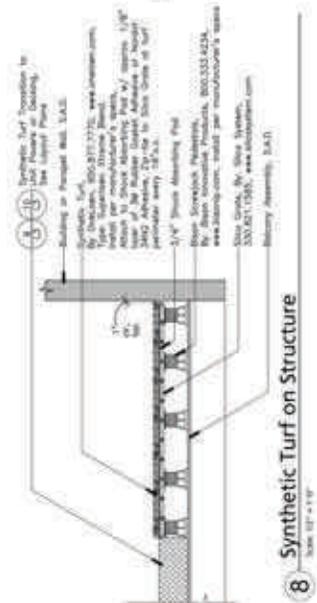


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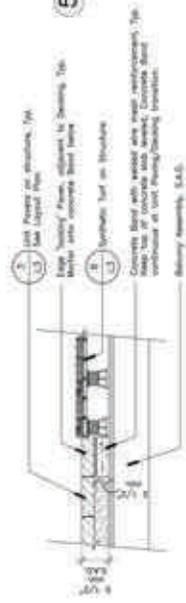
THE GUZZARDO PARTNERSHIP • THE GUZZARDO PARTNERSHIP • KIER & WRIGHT • ADAPTURE • INTERFACE ENGINEERING



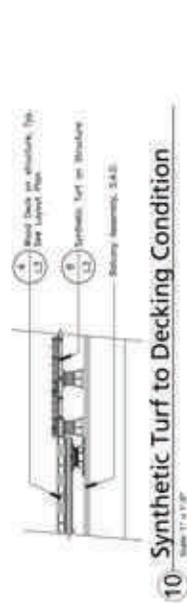




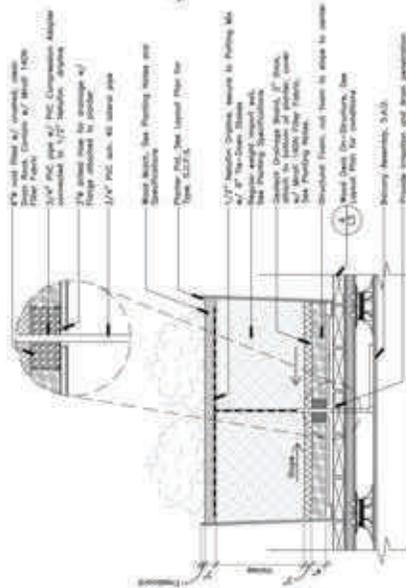
8 Synthetic Turf on Structure  
Scale: 1/4" = 1'-0"



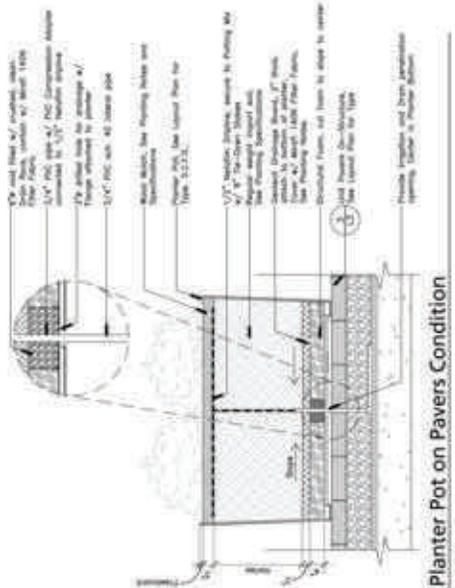
9 Synthetic Turf to Unit Paver Condition  
Scale: 1/4" = 1'-0"



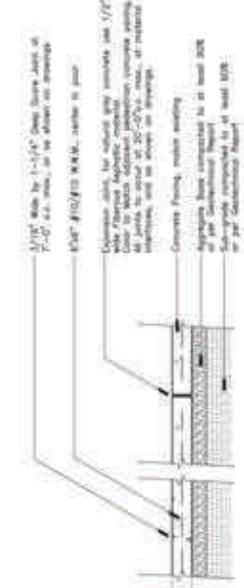
10 Synthetic Turf to Decking Condition  
Scale: 1/4" = 1'-0"



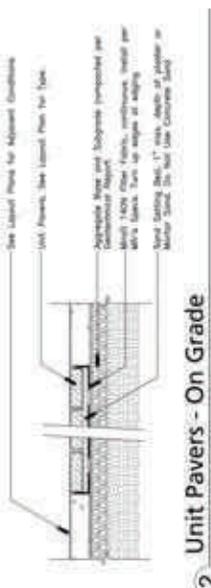
5 Planter Pot on Decking Condition  
Scale: 3/8\"/>



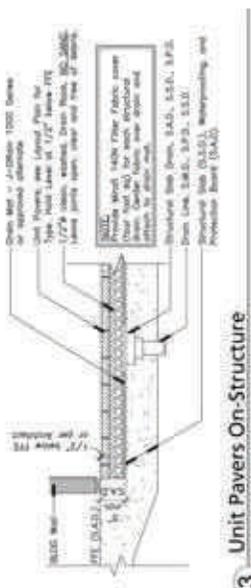
6 Planter Pot on Pavers Condition  
Scale: 3/8\"/>



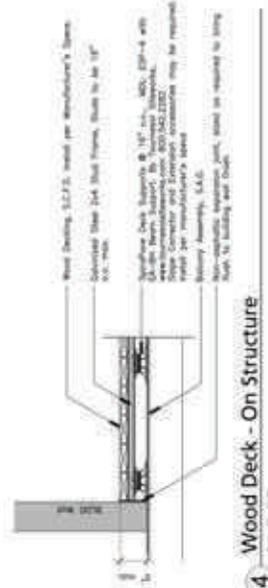
1 Concrete Paving On-Grade  
Scale: 1/4" = 1'-0"



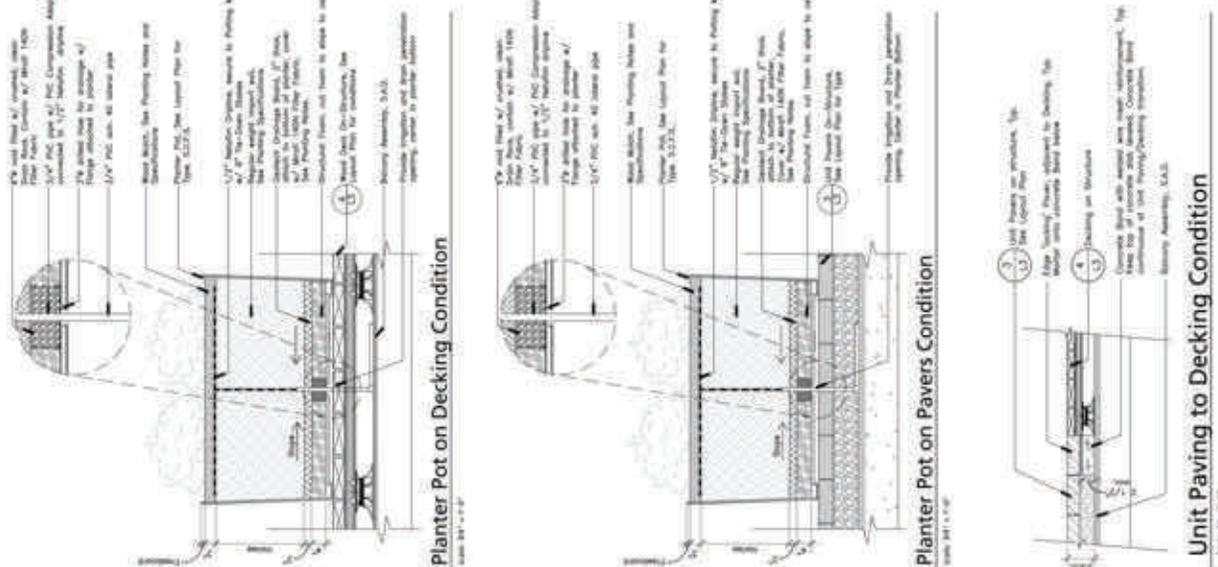
2 Unit Pavers - On Grade  
Scale: 1/4" = 1'-0"



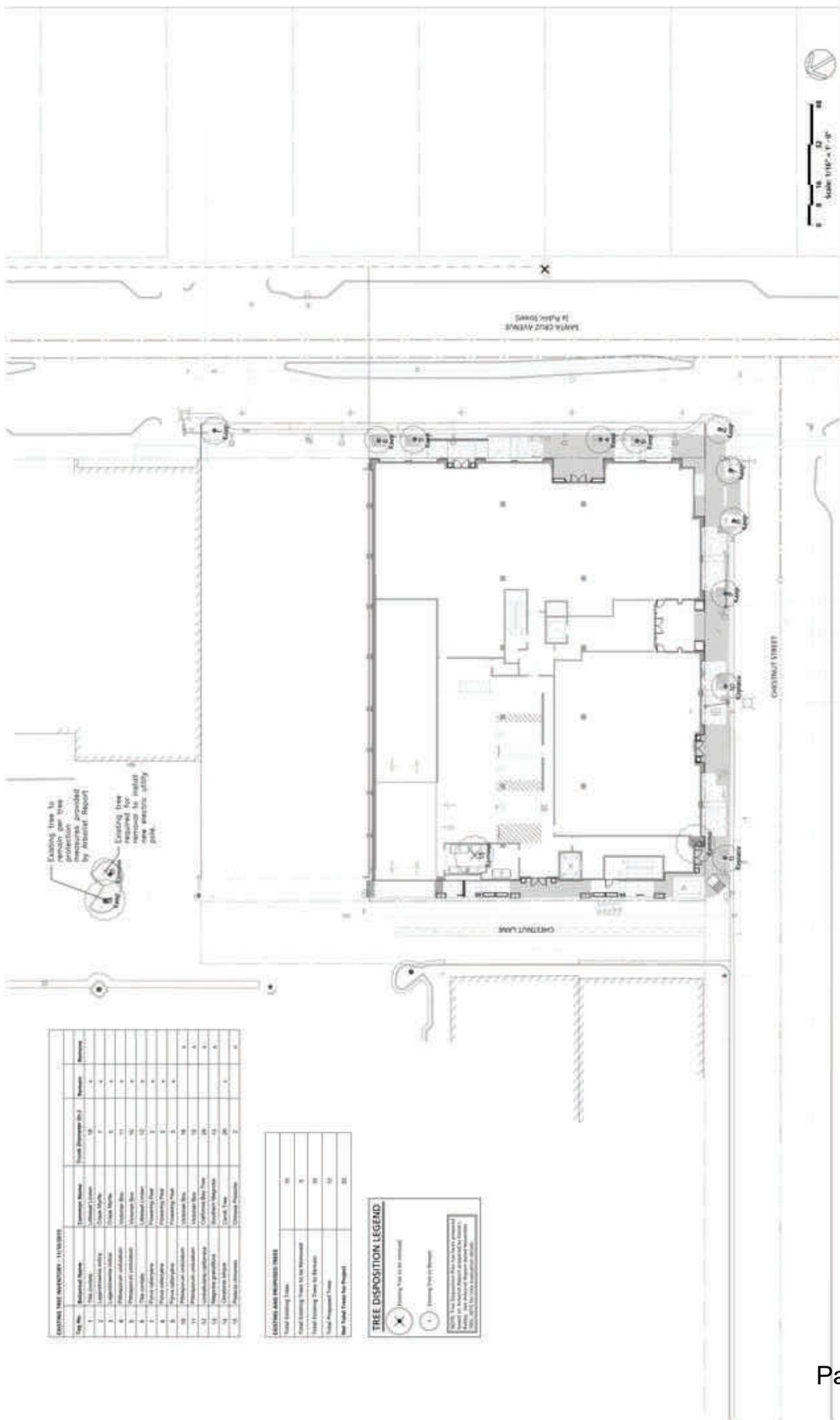
3 Unit Pavers On-Structure  
Scale: 1/4" = 1'-0"



4 Wood Deck - On Structure  
Scale: 1/4" = 1'-0"



7 Unit Paving to Decking Condition  
Scale: 1/4" = 1'-0"



**EXISTING TREE INVENTORY - 11/15/2018**

Tag No.	Botanical Name	Trunk Diameter (in.)	Height (ft.)	Remarks
1	Red maple	14	18	
2	Red maple	7	8	
3	Red maple	7	8	
4	Red maple	8	10	
5	Red maple	8	10	
6	Red maple	8	10	
7	Red maple	8	10	
8	Red maple	8	10	
9	Red maple	8	10	
10	Red maple	8	10	
11	Red maple	8	10	
12	Red maple	8	10	
13	Red maple	8	10	
14	Red maple	8	10	
15	Red maple	8	10	
16	Red maple	8	10	
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98	Red maple	8	10	
99	Red maple	8	10	
100	Red maple	8	10	

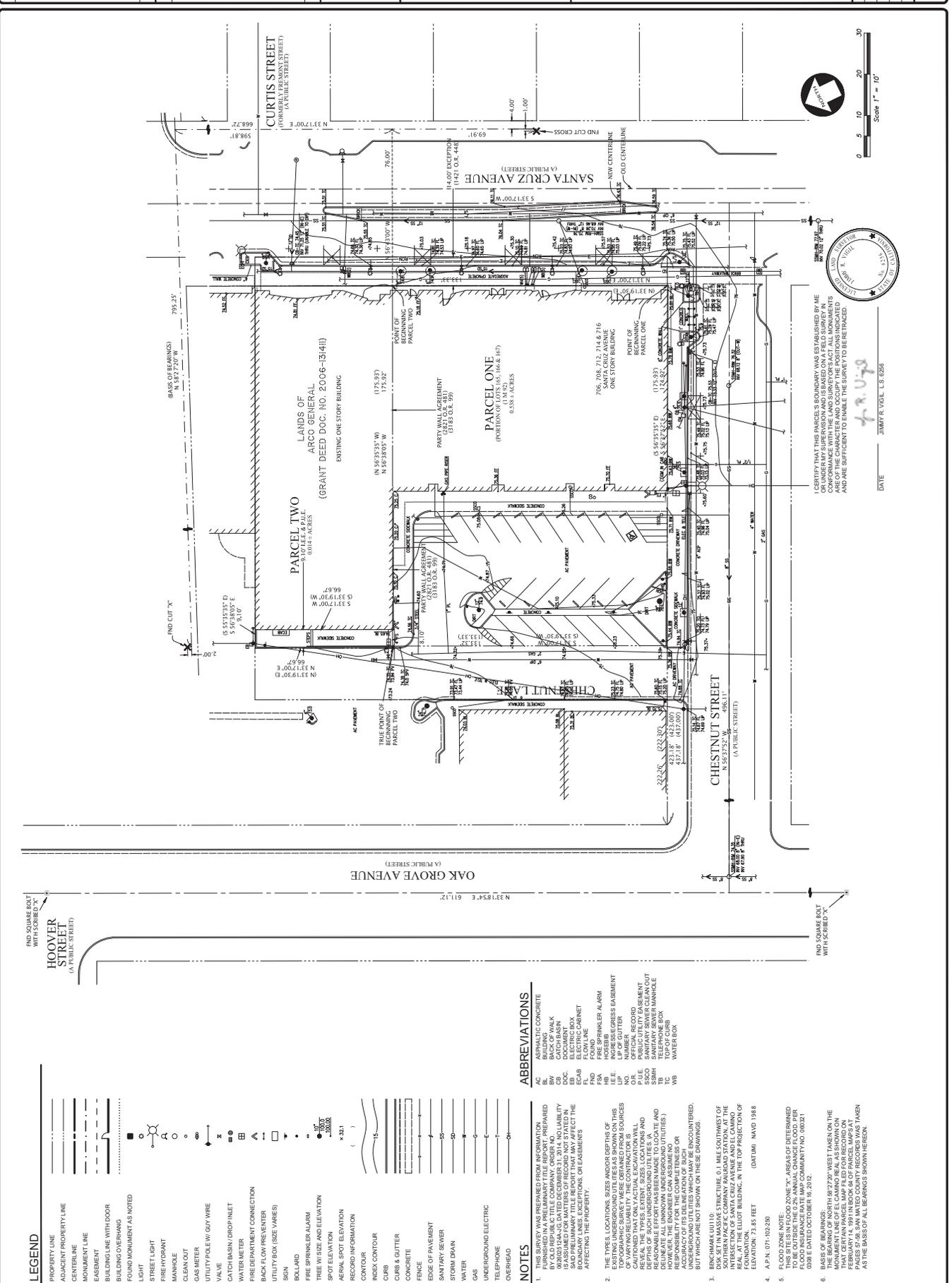
**EXISTING AND PROPOSED TREES**

Category	Count
Total Existing Trees	100
Total Existing Trees to be Retained	95
Total Existing Trees to be Removed	5
Total Existing Trees to be Planted	10
Total Proposed Trees	110
Net Total Trees for Project	105

**TREE DISPOSITION LEGEND**

- Existing Tree to be Retained
- Existing Tree to be Removed
- Existing Tree to be Planted

NOTE: Tree Disposition shall be based on the information provided in the field report and the tree condition report. The final tree disposition shall be determined by the arborist on-site.



**LEGEND**

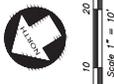
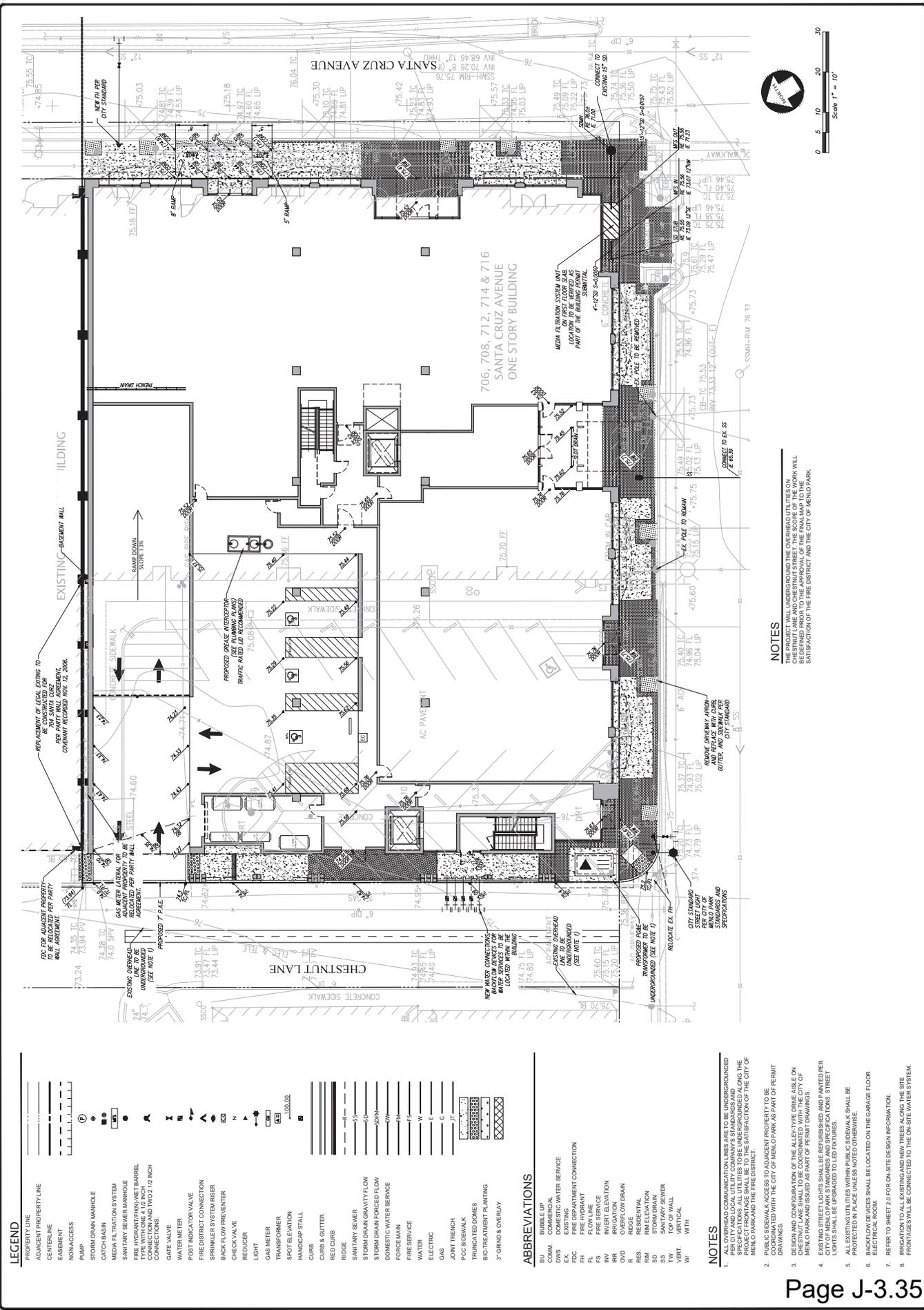
---	PROPERTY LINE
---	ADJACENT PROPERTY LINE
---	CENTRAL LINE
---	MONUMENT LINE
---	EASEMENT
---	BUILDING LINE WITH DOOR
---	BUILDING OVERHANG
---	FOUND MONUMENT AS NOTED
○	STREET LIGHT
○	FIRE HYDRANT
○	MANHOLE
○	CLEAN OUT
○	GAS METER
○	UTILITY POLE W/ GUY WIRE
○	VALVE
○	CATCH BASIN / DROPPLET
○	WATER METER
○	FIRE DEPARTMENT CONNECTION
○	BACK FLOW PREVENTER
○	UTILITY BOX (SEE VARIES)
○	SOIL
○	BOLLARD
○	FIRE SPRINKLER ALARM
○	TREE IN SIZE AND ELEVATION
○	SPOT ELEVATION
○	ASPHALT SPOT ELEVATION
○	ASCOOD INFORMATION
○	NOISE CONTOUR
○	CURB & GUTTER
○	CONCRETE
○	EDGE OF PAVEMENT
○	SANITARY SEWER
○	STORM DRAIN
○	WATER
○	GAS
○	UNDERGROUND ELECTRIC
○	TELEPHONE
○	OVERHEAD

**ABBREVIATIONS**

AC	ASPHALTIC CONCRETE
BC	BACK OF CURB
BV	BACK OF WALK
CB	CATCH BASIN
EB	ELECTRIC BOX
EC	ELECTRIC CABINET
FL	FLOW LINE
FND	FOUND
HB	HOSER
UP	UP OF CUTTER
NO.	NUMBER
NO.	NUMBER OF REVISIONS
P.U.	PUBLIC UTILITY
SSM	SANITARY SEWER MANHOLE
TR	TELEPHONE BOX
WB	WATER BOX

**NOTES**

1. THE SURVEY WAS PREPARED FROM INFORMATION PROVIDED BY THE CLIENT AND FIELD NOTES PREPARED BY OLD REPUBLIC TITLE COMPANY, ORDER NO. 09/02012A/JG, DATED DECEMBER 31, 2014. NO LIABILITY IS ASSUMED FOR ANY ERRORS OR OMISSIONS IN THIS SURVEY. A PRELIMINARY TITLE REPORT THAT MAY AFFECT THE BOUNDARY LINES, EXCEPTIONS, OR EASEMENTS APPLICABLE TO THIS PROPERTY.
2. THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THIS DRAWING AS DETERMINED BY THE CONTRACTOR'S SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS ADVISED TO VERIFY THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES (A PARTICULARLY IMPORTANT CONSIDERATION IS TO DETERMINE ALL UNKNOWN UNDERGROUND UTILITIES) PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF ITS DELINEATION OF SUCH UTILITIES. ANY UTILITIES NOT SHOWN ON THESE DRAWINGS, BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
3. BENCHMARK (U1110) IS A MASSIVE STRUCTURE, 0.1 MILE SOUTHWEST OF THE INTERSECTION OF SANTA CRUZ AVENUE AND CHESTNUT STREET, AT THE ELIOT BUILDING, IN THE TOP PROJECTION OF ELEVATION, 73.85 FEET (DATUM: NAVD 1988).
4. A.P.N. 071-012-220
5. THIS SITE IS IN FLOOD ZONE "X". AREAS OF DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PER 0098 E DATED OCTOBER 18, 2012.
6. BASIS OF BEARINGS: THE BEARING OF NORTH 80°27'00" WEST TAKEN ON THE SURVEY OF PARCEL MAP NO. 66 OF PARCEL MAPS AT FEBRUARY 14, 1991 IN BOOK 66 OF PARCEL MAPS AT AS THE BASIS OF ALL BEARINGS SHOWN HEREON.



**NOTES**

- ALL UTILITIES SHOWN ARE THE PROPERTY OF THE CITY OF MENLO PARK AND CHESTNUT STREET. THE SCOPE OF THE WORK WILL BE DEFINED PRIOR TO THE APPROVAL OF THE FINAL MAP TO THE SATISFACTION OF THE FIRE DISTRICT AND THE CITY OF MENLO PARK.

**LEGEND**

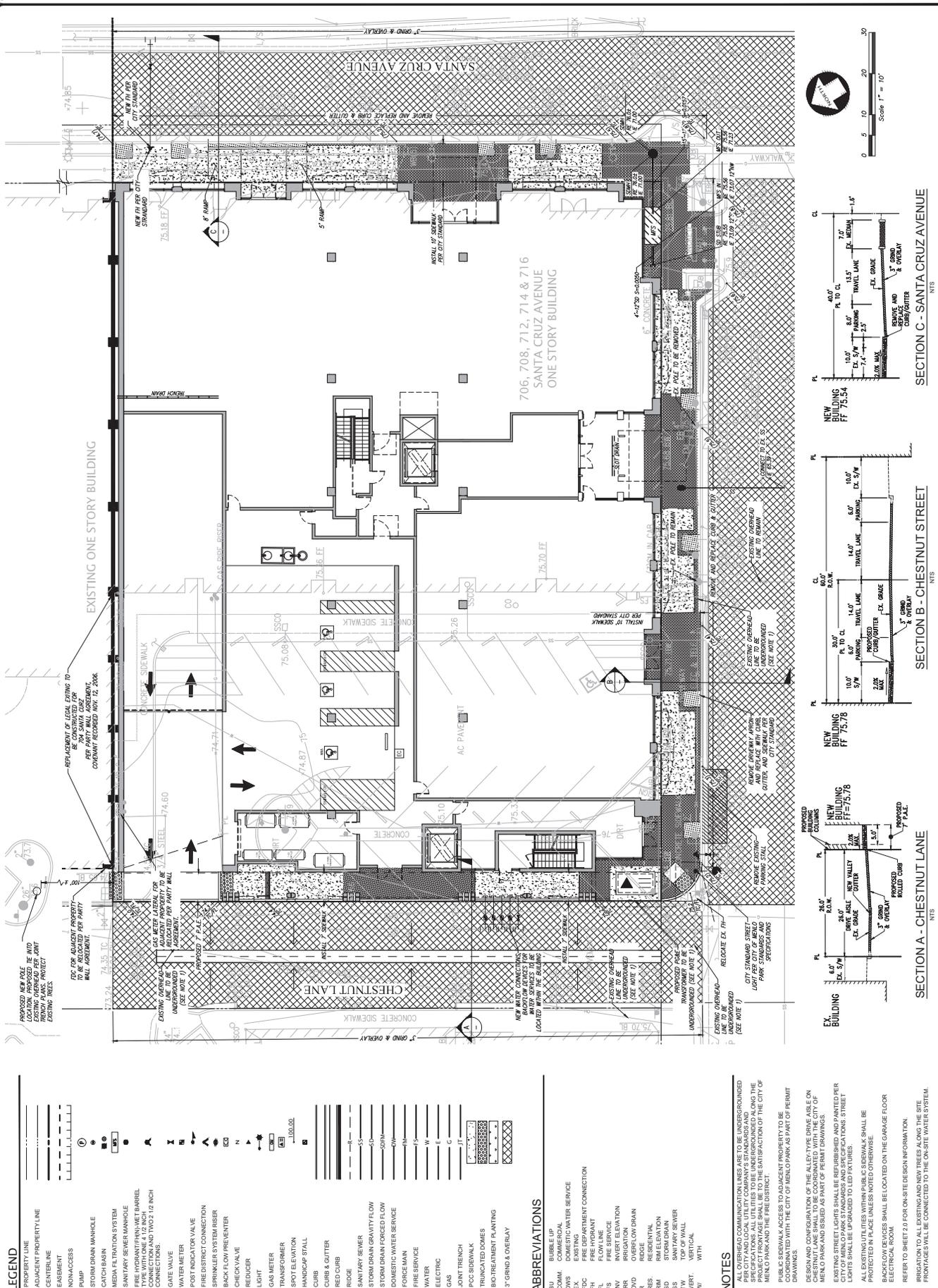
—	PROPERTY LINE
—	ADJACENT PROPERTY LINE
—	CENTERLINE
—	EASEMENT
—	NONACCESS
—	PUMP
—	STORM DRAIN MANHOLE
—	CATCH BASIN
—	MEDIA FILTRATION SYSTEM
—	SANITARY SEWER MANHOLE
—	FIRE HYDRANT/FIRE METER BARREL TYPE WITH ONE 4 1/2 INCH AND TWO 1 1/2 INCH CONNECTIONS
—	GATE VALVE
—	WATER METER
—	POST INDICATOR VALVE
—	FIRE DISTRICT CONNECTION
—	SPRINKLER SYSTEM RISER
—	BACKFLOW PREVENTER
—	CHECK VALVE
—	REDUCER
—	GAS METER
—	TRANSFORMER
—	SPOT ELEVATION
—	HANDICAP STALL
—	CURB & GUTTER
—	RED CURB
—	RIDGE
—	SANITARY SEWER
—	STORM DRAIN GRAVITY FLOW
—	STORM DRAIN FORCED FLOW
—	DOMESTIC WATER SERVICE
—	FIRE MAIN
—	FIRE SERVICE
—	WATER
—	ELECTRIC
—	GAS
—	JOINT TRENCH
—	PCB SIDEWALK
—	TRUNCATED DOWNS
—	BIO-TREATMENT PLANTING
—	3" GRIND & OVERLAY

**ABBREVIATIONS**

BU	BUBBLE UP
COMM	COMMERCIAL
DWS	DOMESTIC WATER SERVICE
EDC	FIRE DEPARTMENT CONNECTION
FH	FIRE HYDRANT
FL	FLOW LINE
NV	INVERT ELEVATION
IRR	IRRIGATION
RD	REDFLOW DRAIN
RES	RESIDENTIAL
RM	ROOM ELEVATION
SS	SANITARY SEWER
TW	TOP OF WALL
VT	VERTICAL
WT	WATER

**NOTES**

- ALL OVERHEAD COMMUNICATION LINES ARE TO BE UNDERGROUND. ALL UTILITIES TO BE UNDERGROUND SHALL BE TO THE SATISFACTION OF THE CITY OF MENLO PARK AND THE FIRE DISTRICT.
- CURB SIDEWALK ACCESS TO ADJACENT PROPERTY TO BE MAINTAINED WITH THE CITY OF MENLO PARK AS PART OF PERMIT DRAWINGS.
- DESIGN AND CONFIGURATION OF THE ALLEY-TYPE DRIVE ABLE ON CHESTNUT LANE SHALL BE COORDINATED WITH THE CITY OF MENLO PARK ISSUED AS PART OF PERMIT DRAWINGS.
- ALL EXISTING UTILITIES SHALL BE UNDERGROUND AND ALL NEW UTILITIES SHALL BE UNDERGROUND AND SPECIFIED ON THIS SHEET PER CITY OF MENLO PARK STANDARDS AND SPECIFICATIONS. STREET LIGHTS SHALL BE UPGRADED TO LED FIXTURES.
- ALL EXISTING UTILITIES WITHIN PUBLIC SIDEWALK SHALL BE PROTECTED IN PLACE UNLESS NOTED OTHERWISE.
- BACKFLOW DEVICES SHALL BE LOCATED ON THE GARAGE FLOOR ELECTRICAL ROOM.
- REFER TO SHEET 2.0 FOR ON-SITE DESIGN INFORMATION.
- IRRIGATION TO ALL EXISTING AND NEW TREES ALONG THE SITE. FRONTAGES WILL BE CONNECTED TO THE ON-SITE WATER SYSTEM.



**LEGEND**

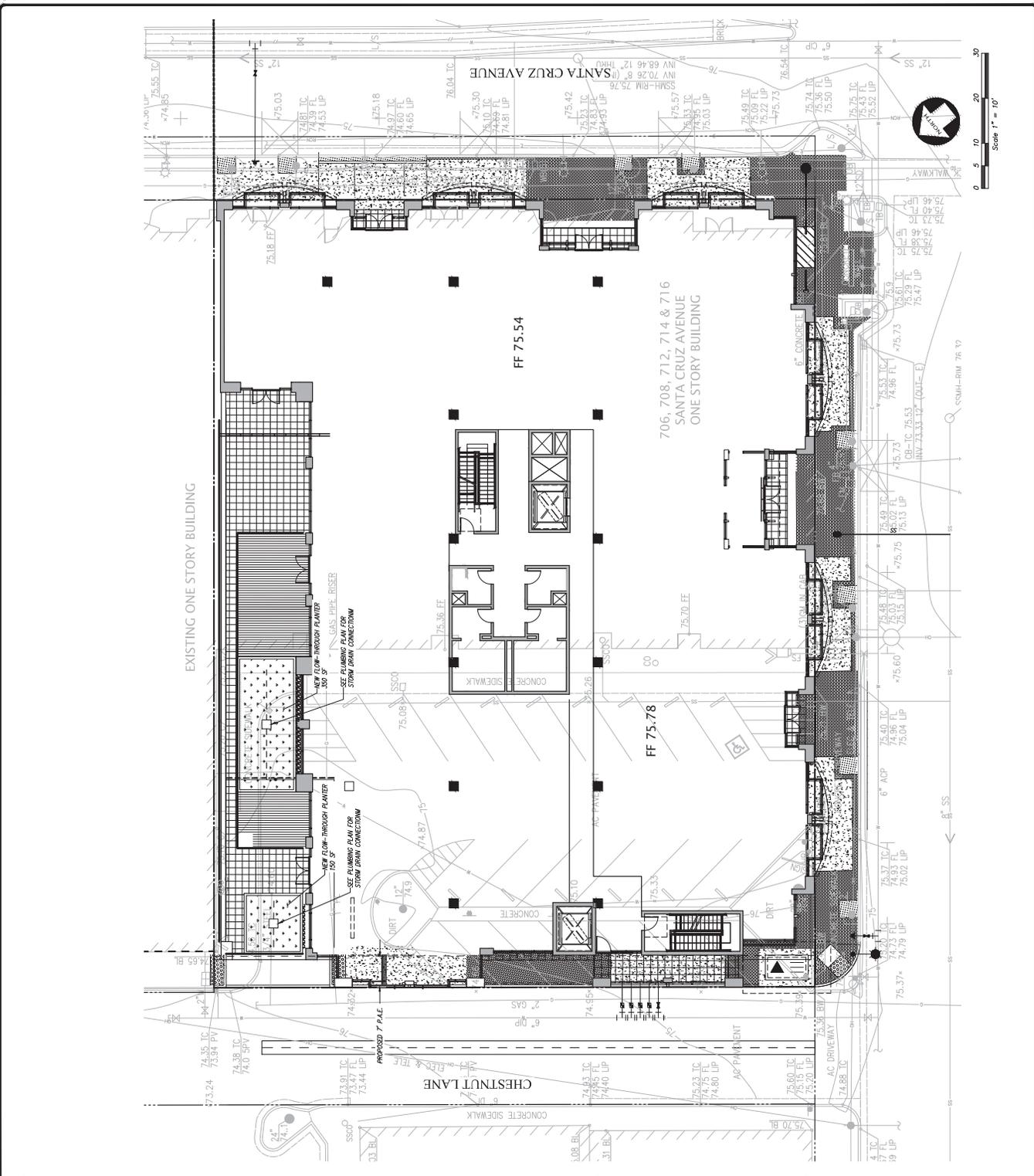
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTERLINE
- EASEMENT
- NONACCESS
- PUMP
- STORM DRAIN MANHOLE
- CATCH BASIN
- MEDIA FILTRATION SYSTEM
- SANITARY SEWER MANHOLE
- FIRE HYDRANT/MANHOLE
- FIRE TYPE WITH ONE 4 1/2 INCH AND TWO 1 1/2 INCH CONNECTIONS
- GATE VALVE
- WATER METER
- POST INDICATOR VALVE
- FIRE DISTRICT CONNECTION
- SPRINKLER SYSTEM RISER
- BACKFLOW PREVENTER
- CHECK VALVE
- REDUCER
- GAS METER
- SPOT ELEVATION
- TRANSFORMER
- HANDICAP STALL
- CURB
- CURB & GUTTER
- RED CURB
- RIDGE
- SANITARY SEWER
- STORM DRAIN GRAVITY FLOW
- STORM DRAIN FORCED FLOW
- DOMESTIC WATER SERVICE
- FORCE MAIN
- WATER
- FIRE SERVICE
- ELECTRIC
- GAS
- JOINT TRENCH
- POC SIDEWALK
- TRUNCATED DOMES
- BIO-TREATMENT PLANTING
- 3" GRIND & OVERLAY

**ABBREVIATIONS**

- BU BUBBLE UP
- COMM COMMERCIAL
- DWS DOMESTIC WATER SERVICE
- FDC FIRE DEPARTMENT CONNECTION
- FH FIRE HYDRANT
- FL FLOW LINE
- FL FLOW LINE
- INV INVERT ELEVATION
- IRR IRRIGATION
- RDR ROADSIDE DRAIN
- RES RESIDENTIAL
- RM RIM ELEVATION
- SS SANITARY SEWER
- TW TOP OF WALL
- VERT VERTICAL
- WH WATER

**NOTES**

1. ALL OVERHEAD COMMUNICATION LINES ARE TO BE UNDERGROUND. SPECIFICATIONS ALL UTILITIES TO BE UNDERGROUND ALONG THE PROJECT FRONTAGE SHALL BE TO THE SATISFACTION OF THE CITY OF MENLO PARK AND THE FIRE DISTRICT.
2. PUBLIC SIDEWALK ACCESS TO ADJACENT PROPERTY TO BE DRAWINGS WITH THE CITY OF MENLO PARK AS PART OF PERMIT DRAWINGS.
3. DESIGN AND CONFIGURATION OF THE ALLEY-TYPE DRIVE ALONG CHESTNUT LANE SHALL BE COORDINATED WITH THE CITY OF MENLO PARK AND THE FIRE DISTRICT.
4. CITY OF MENLO PARK STANDARDS AND SPECIFICATIONS STREET LIGHTS SHALL BE UPGRADED TO LED FIXTURES.
5. ALL EXISTING UTILITIES WITHIN PUBLIC SIDEWALK SHALL BE PROTECTED IN PLACE (UNLESS NOTED OTHERWISE).
6. BACKFLOW DEVICES SHALL BE LOCATED ON THE GARAGE FLOOR ELECTRICAL ROOM.
7. REFER TO SHEET 2.0 FOR ON-SITE DESIGN INFORMATION.
8. IRRIGATION TO ALL EXISTING AND NEW TREES ALONG THE SITE. FRONTAGES WILL BE CONNECTED TO THE ON-SITE WATER SYSTEM.



**LEGEND**

---	PROPERTY LINE
---	ADJACENT PROPERTY LINE
---	CENTERLINE
---	EASEMENT
---	NON-ACCESS
⊙	PUMP
⊙	STORM DRAIN MANHOLE
⊙	CATCH BASIN
⊙	MEDIA FILTRATION SYSTEM
⊙	SANITARY SEWER MANHOLE
⊙	FIRE HYDRANT/FIRE WET BARREL TYPE WITH ONE 4 1/2 INCH CONNECTIONS
⊙	GATE VALVE
⊙	WATER METER
⊙	POST INDICATOR VALVE
⊙	FIRE DISTRICT CONNECTION
⊙	SPRINKLER SYSTEM RISER
⊙	BACKFLOW PREVENTER
⊙	CHECK VALVE
⊙	REDUCER
⊙	LIGHT
⊙	GAS METER
⊙	SPOT ELEVATION
⊙	TRANSFORMER
⊙	HANDICAP STALL
⊙	WATER
⊙	WATER
⊙	ELECTRIC
⊙	GAS
⊙	JOINT TRENCH
⊙	POC SIDEWALK
⊙	TRUNCATED DOME
⊙	BIO-TREATMENT PLANTING
⊙	3" GRIND & OVERLAY

**ABBREVIATIONS**

BU	BUBBLE UP
COMM	COMMERCIAL
DWS	DOMESTIC WATER SERVICE
FDC	FIRE DEPARTMENT CONNECTION
FH	FIRE HYDRANT
FL	FLOW LINE
FL	FLOW LINE
INV	INVERT ELEVATION
IRR	IRRIGATION
RD	ROAD
RES	RESIDENTIAL
RM	ROOM ELEVATION
SS	SEWER
SS	SANITARY SEWER
TW	TOP OF WALL
VERT.	VERTICAL
WH	WITH

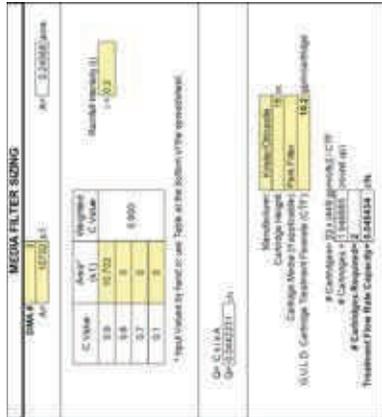
**NOTES**

- ALL OVERHEAD COMMUNICATION LINES ARE TO BE UNDERGROUND.
- PUBLIC SIDEWALK ACCESS TO ADJACENT PROPERTY TO BE MAINTAINED WITH THE CITY OF MENLO PARK AS PART OF PERMIT DRAWINGS.
- DESIGN AND CONFIGURATION OF THE ALLEY-TYPE DRIVE ALONG CHESTNUT LANE SHALL BE COORDINATED WITH THE CITY OF MENLO PARK ISSUED AS PART OF PERMIT DRAWINGS.
- ALL EXISTING UTILITIES SHALL BE SHOWN AND THE CITY OF MENLO PARK STANDARDS AND SPECIFICATIONS SHALL BE USED FOR ALL NEW UTILITIES.
- ALL EXISTING UTILITIES WITHIN PUBLIC SIDEWALK SHALL BE PROTECTED IN PLACE UNLESS NOTED OTHERWISE.
- BACKFLOW DEVICES SHALL BE LOCATED ON THE GARAGE FLOOR ELECTRICAL ROOM.
- REFER TO SHEET 2.0 FOR ON-SITE DESIGN INFORMATION.
- IRRIGATION TO ALL EXISTING AND NEW TREES ALONG THE SITE FRONTAGES WILL BE CONNECTED TO THE ON-SITE WATER SYSTEM.



**MFS UNIT CALCULATIONS**

MFS TREATED IMPERVIOUS AREA 10,702 S.F.  
 SITE TREATED IMPERVIOUS AREA 22,755 S.F.  
 MFS TREATMENT 47%



**NON-LID TREATMENT CONTROL MEASURE SUMMARY TABLE**

DMA#	TREATMENT TYPE	DRAINAGE AREA (AC)	PERVIOUS AREA (SF)	TREATMENT FLOWRATE CAPACITY (CFS)	# OF CARTRIDGES REQUIRED	# OF CARTRIDGES PROVIDED	Cartridge Height (inches)	Perk Filter 18"
DMA.03	TOM.03	0.25	10,702	0	0.044	2	2	PERK FILTER 18"

**SITE DESIGN MEASURES**

- 1. PARKING ON TOP OF OR UNDER BUILDING.

**SOURCE CONTROL MEASURES**

- 1. MAINTENANCE (PAVEMENT SWEEPING, CATCH BASIN CLEANING, GOOD HOUSEKEEPING).
- 2. INTERIOR PARKING STRUCTURES

**MEDIA FILTER INSPECTION & MAINTENANCE**

NO.	MAINTENANCE TASK	FREQUENCY OF TASK
1	INSPECT FOR STANDING WATER, SEDIMENT, TRASH AND DEBRIS.	MONTHLY DURING RAINY SEASON
2	REMOVE ACCUMULATED TRASH AND DEBRIS IN THE UNIT DURING ROUTINE INSPECTIONS	MONTHLY DURING RAINY SEASON, OR AS NEEDED AFTER ONCE DURING THE WET SEASON
3	INSPECT TO ENSURE THAT THE FACILITY IS DRAINING COMPLETELY WITHIN FIVE DAYS AND PER MANUFACTURER'S SPECIFICATIONS.	ONCE DURING THE WET SEASON AFTER MAJOR STORM EVENT
4	REPLACE THE MEDIA PER MANUFACTURER'S INSTRUCTIONS OR AS INDICATED BY THE CONDITION OF THE UNIT.	PER MANUFACTURER'S INSTRUCTIONS
5	INSPECT OUTLETS TO ENSURE PROPER DRAINAGE.	MONTHLY DURING RAINY SEASON, OR AS NEEDED AFTER STORM EVENTS

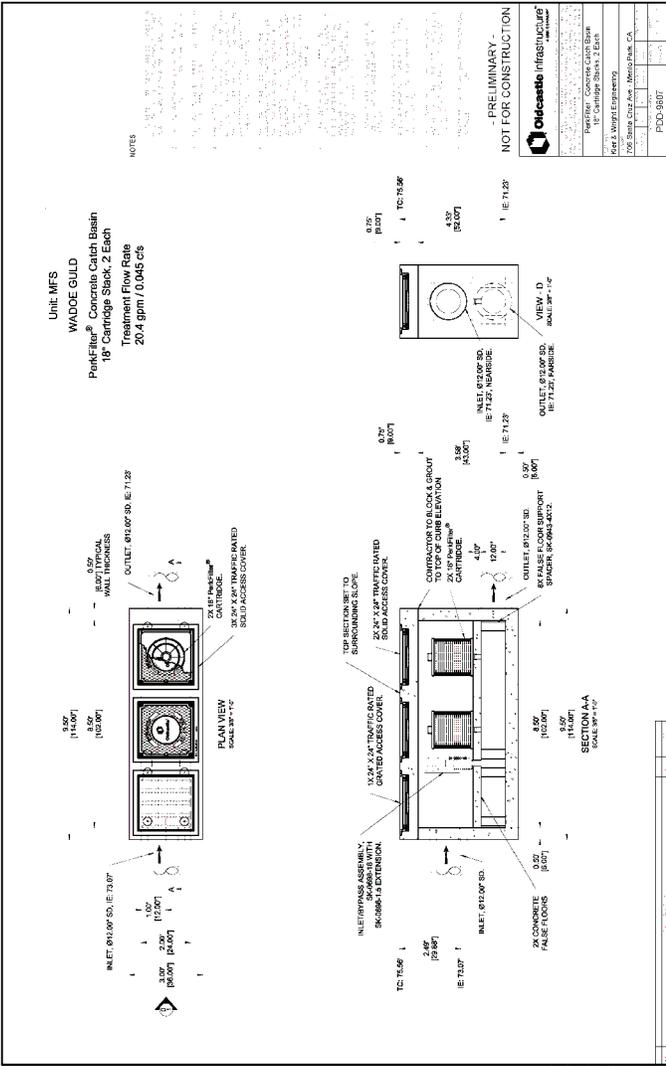
**LID TREATMENT CALCULATIONS (4% RULE)**

TREATMENT CALCULATIONS

AREA	IMPERVIOUS AREA (SQ)	PERVIOUS AREA (SQ)	TOTAL (SQ)	PERVIOUS AREA * 0.1 (SQ)	EFFECTIVE PERVIOUS AREA (SQ)	INFLUENT VOLUME (4% RULE) (GAL)
DMA.01	3,340	150	3,490	349	3,340	134
DMA.02	8,710	300	9,010	901	8,748	350

**FLOW THROUGH INSPECTION & MAINTENANCE**

NO.	MAINTENANCE TASK	FREQUENCY OF TASK
1	INSPECT THE PLANTER SURFACE, RISERS, AND OUTLETS FOR OBSTRUCTIONS AND TRASH. CLEAR ANY OBSTRUCTIONS AND REMOVE TRASH.	QUARTERLY
2	INSPECT PLANTER FOR STANDING WATER. IF STANDING WATER DOES NOT DRAIN WITHIN 2 DAYS, THE SURFACE BIOTREATMENT SOIL SHOULD BE TILLED OR RISER TO CLEAR ANY UNDERDRAINS OR OBSTRUCTIONS OR CLOGGING MATERIAL.	QUARTERLY
3	CHECK FOR CROD OR SETTLED BIOTREATMENT SOIL MEDIA. LEVEL SOIL WITH RAKE AND OVERLAP PLANTER VEGETATION AS NECESSARY.	QUARTERLY
4	FLOW THROUGH PLANTER NEAR AND AWAY FROM PLANTER. AND NEED TO KEEP PLANTER HEALTHY AND DENSE.	QUARTERLY
5	EVALUATE HEALTH AND DENSITY OF VEGETATION. REMOVE AND REPLACE ALL DEAD AND DISEASED VEGETATION. REMOVE EXCESSIVE GROWTH OF PLANTS THAT USE COMPOST AND OTHER NATURAL SOIL AMENDMENTS AND FERTILIZERS INSTEAD OF SYNTHETIC FERTILIZERS. ESPECIALLY IF THE SYSTEM USES AN UNDERDRAIN.	ANNUALLY, BEFORE THE RAINY SEASON BEGINS
6	INSPECT FOR OVERFLOWING PLANTS. MAKE SURE THAT PLANTS CAN SAFELY CONVEY EXCESS FLOWS TO A STORM DRAIN. REPAIR OR REPLACE ANY DAMAGED OR DISCONNECTED PIPING. USE THE CLEANOUT RISER TO CLEAR UNDERDRAINS OF OBSTRUCTIONS OR CLOGGING MATERIAL.	ANNUALLY, BEFORE THE RAINY SEASON BEGINS
7	INSPECT FOR CLOGGING MATERIAL IN THE CLEANOUT RISER. REMOVE CLOGGING MATERIAL AND TRASH. INSURE IT IS FUNCTIONING ADEQUATELY AND THAT THERE IS NO SCOUR OF THE SURFACE MULCH. REMOVE ANY ACCUMULATION OF SEDIMENT.	ANNUALLY, BEFORE THE RAINY SEASON BEGINS
8	INSPECT AND, IF NEEDED, REPLACE WOOD MULCH. IT IS RECOMMENDED THAT 2" DEPTH OF BIOTREATMENT SOIL MEDIA BE MAINTAINED AT ALL TIMES. INSPECT SYSTEM FOR EROSION OF BIOTREATMENT SOIL MEDIA, LOSS OF MULCH, STANDING WATER, CLOGGED OVERFLOWS, WEEDS, TRASH AND DEAD PLANTS. IF USING ROCK MULCH, CHECK FOR 3" OF COVERAGE.	ANNUALLY, BEFORE THE RAINY SEASON AND/OR AFTER LARGE STORM EVENTS.
9	INSPECT SYSTEM FOR STRUCTURAL INTEGRITY OF WALLS, FLOW SPREADERS, ENERGY DISSIPATORS, CURB CUTS, OUTLETS AND FLOW SHUTTERS.	ANNUALLY, BEFORE THE RAINY SEASON AND/OR AFTER LARGE STORM EVENTS.



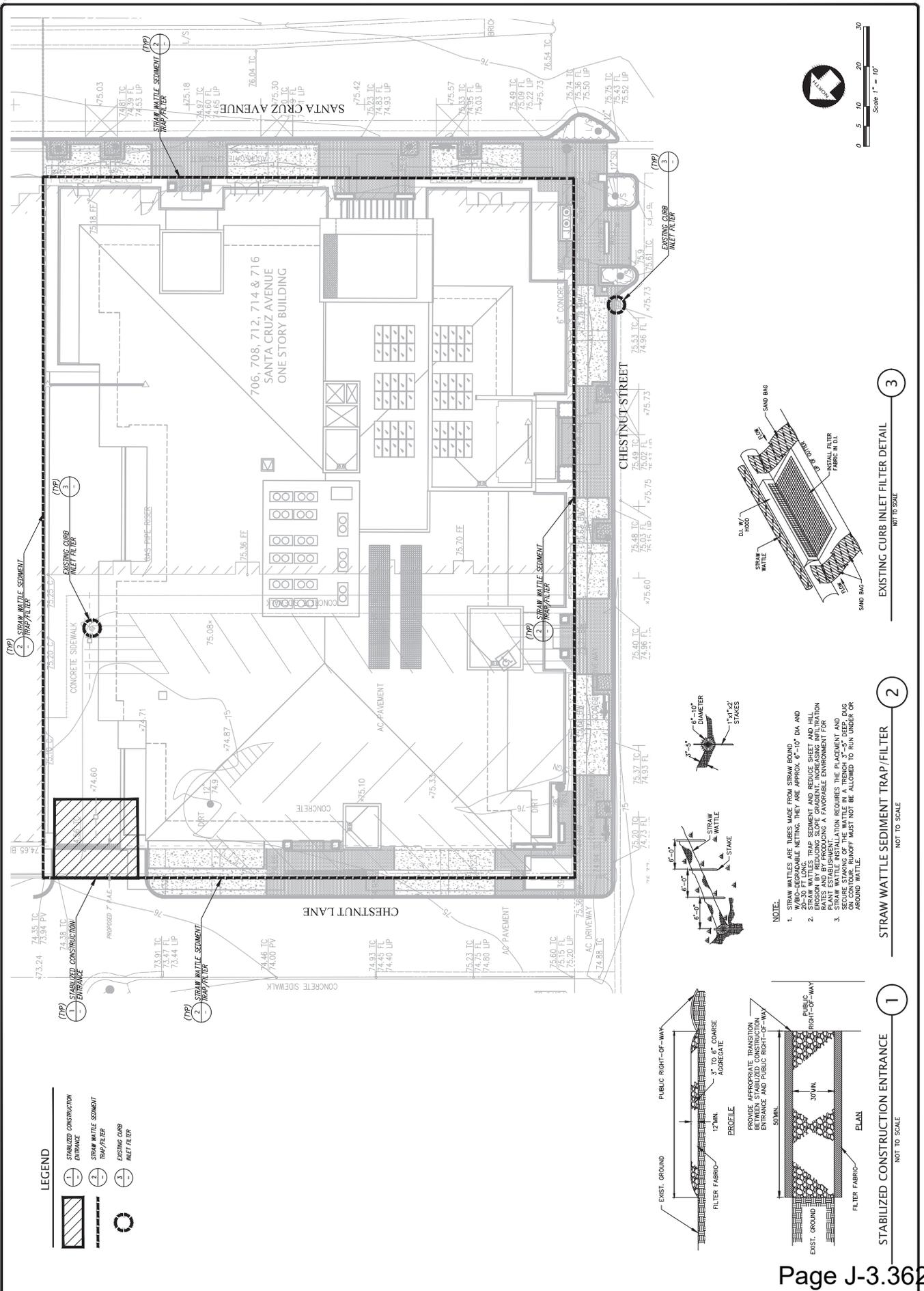
**MEDIA FILTRATION SYSTEM DETAIL**

**FLOW THROUGH PLANTER DETAIL**

1

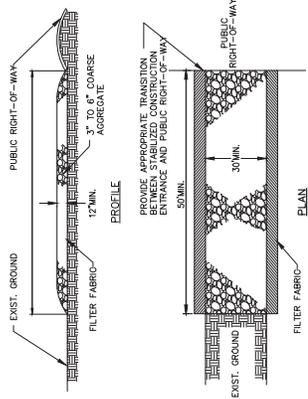
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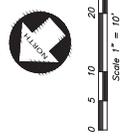
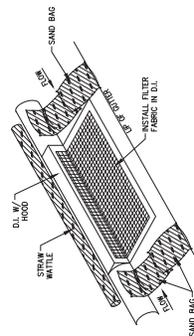


**LEGEND**

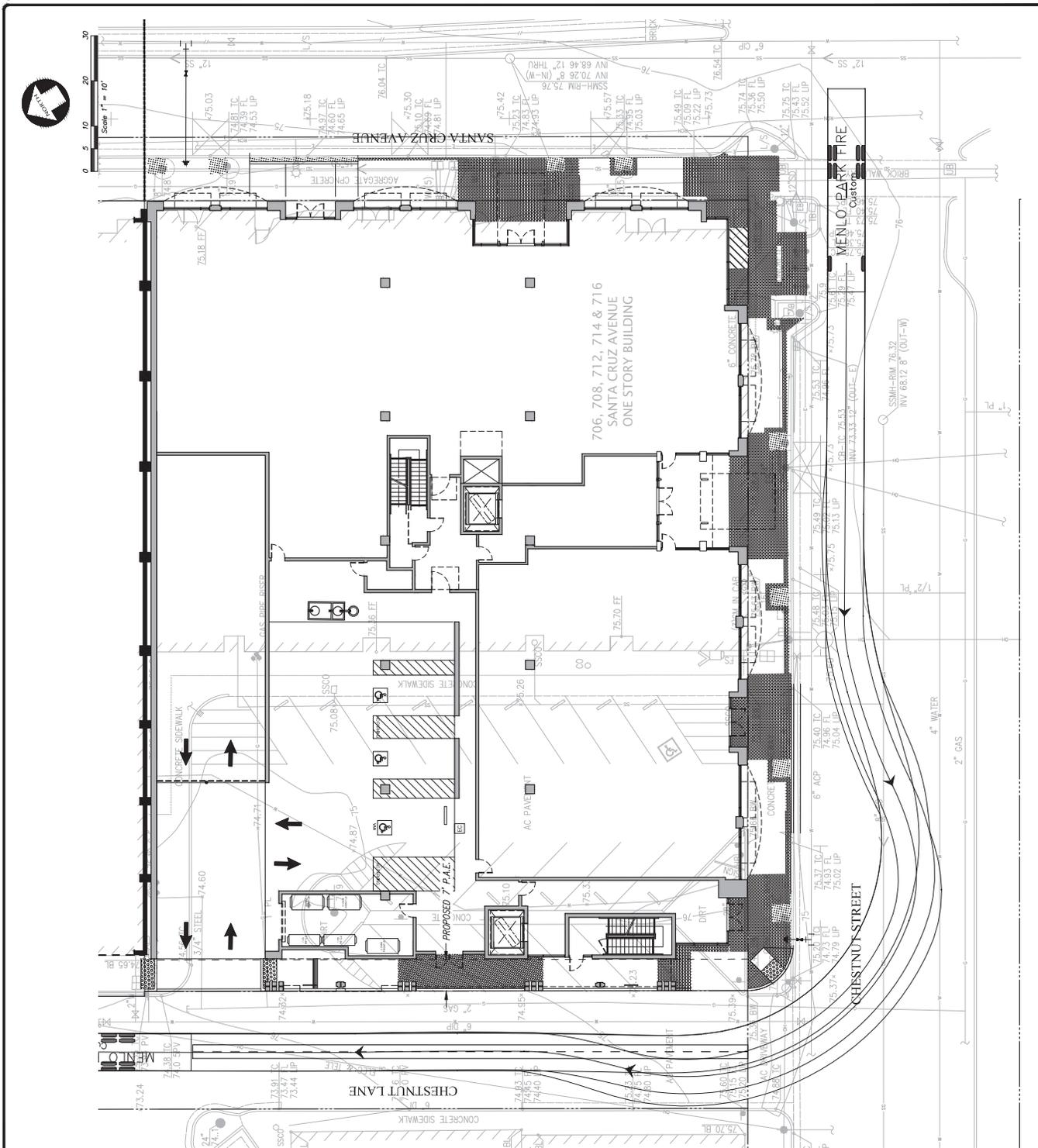
	STABILIZED CONSTRUCTION ENTRANCE
	STRAW WATTLE SEDIMENT TRAP/FILTER
	EXISTING CURB INLET FILTER



- NOTE.**
- STRAW WATTLES ARE TUBES MADE FROM STRAW BUND.
  - W/BO-DEGRADABLE NETTING THEY ARE APPROX. 6"-10" DIA AND STAY IN PLACE UNTIL TRAP SEDIMENT AND REDUCE SHEET AND HILL EROSION BY REDUCING SLOPE GRADIENT, INCREASING INFILTRATION AND PLANT ESTABLISHMENT.
  - STRAW WATTLE INSTALLATION REQUIRES THE PLACEMENT AND TIGHTENING OF THE WATTLE TO THE POINTS OF THE DIG ON CONTOUR. RAINOFF MUST NOT BE ALLOWED TO RUN UNDER OR AROUND WATTLE.



1 STABILIZED CONSTRUCTION ENTRANCE NOT TO SCALE  
2 STRAW WATTLE SEDIMENT TRAP/FILTER NOT TO SCALE  
3 EXISTING CURB INLET FILTER DETAIL NOT TO SCALE

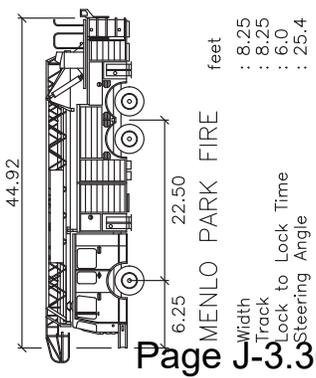


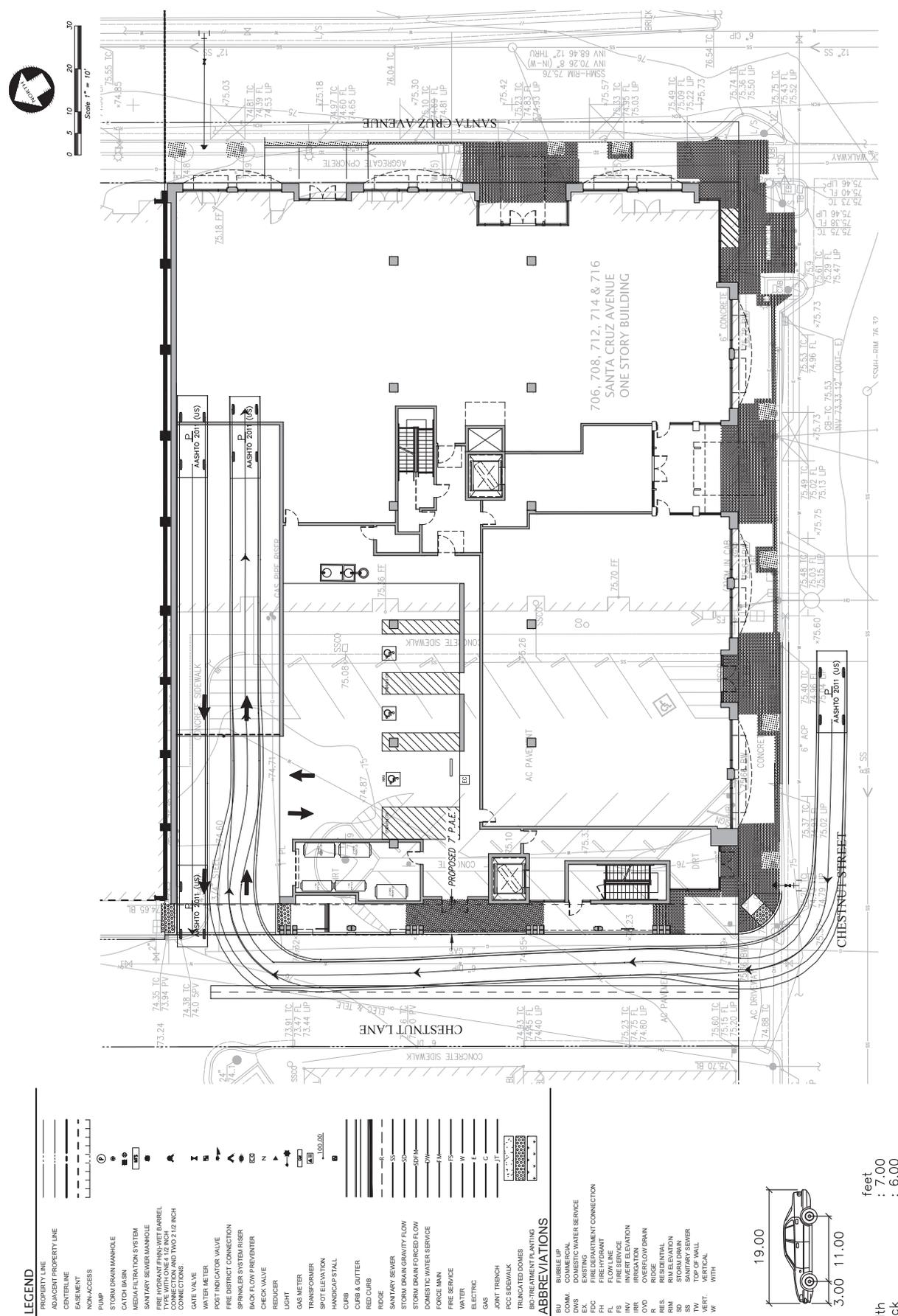
**LEGEND**

PROPERTY LINE	ADJACENT PROPERTY LINE
CENTERLINE	BASEMENT
NON-ACCESS	PUMP
STORM DRAIN MANHOLE	CATCH BASIN
MEDIA FILTRATION SYSTEM	SANITARY SEWER MANHOLE
FIRE HYDRANT (FINN) WET BARREL	TYPE WITH ONE 4 1/2 INCH CONNECTIONS
TYPE WITH TWO 4 1/2 INCH CONNECTIONS	GATE VALVE
WATER METER	POST INDICATOR VALVE
FIRE DISTRICT CONNECTION	SPRINKLER SYSTEM RISER
BACK FLOW PREVENTER	CHECK VALVE
REDUCER	LIGHT
GAS METER	TRANSFORMER
HANDICAP STALL	CLUB & BUTTER
RED CURB	RIDGE
SANITARY SEWER	STORM DRAIN GRAVITY FLOW
STORM DRAIN FORCED FLOW	DOMESTIC WATER SERVICE
FORCE MAIN	FIRE SERVICE
WATER	ELECTRIC
GAS	JOINT TRENCH
PCC SIDEWALK	TRUNCATED DOMES

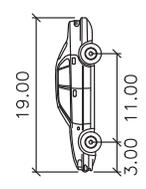
**ABBREVIATIONS**

BU	BURBUB UP
COMA	COMMERCIAL
DWS	DOMESTIC WATER SERVICE
FDC	FIRE DEPARTMENT CONNECTION
FL	FIRE HYDRANT
FL	FIRE LANCE
INV	INVERT ELEVATION
IRR	IRRIGATION
AD	ADJUSTABLE LOW DRAIN
R	RIDGE
RES	RESIDENTIAL
RM	ROOM
SS	SANITARY SEWER
TW	TOP OF WALL
VERT.	VERTICAL
W	WALL





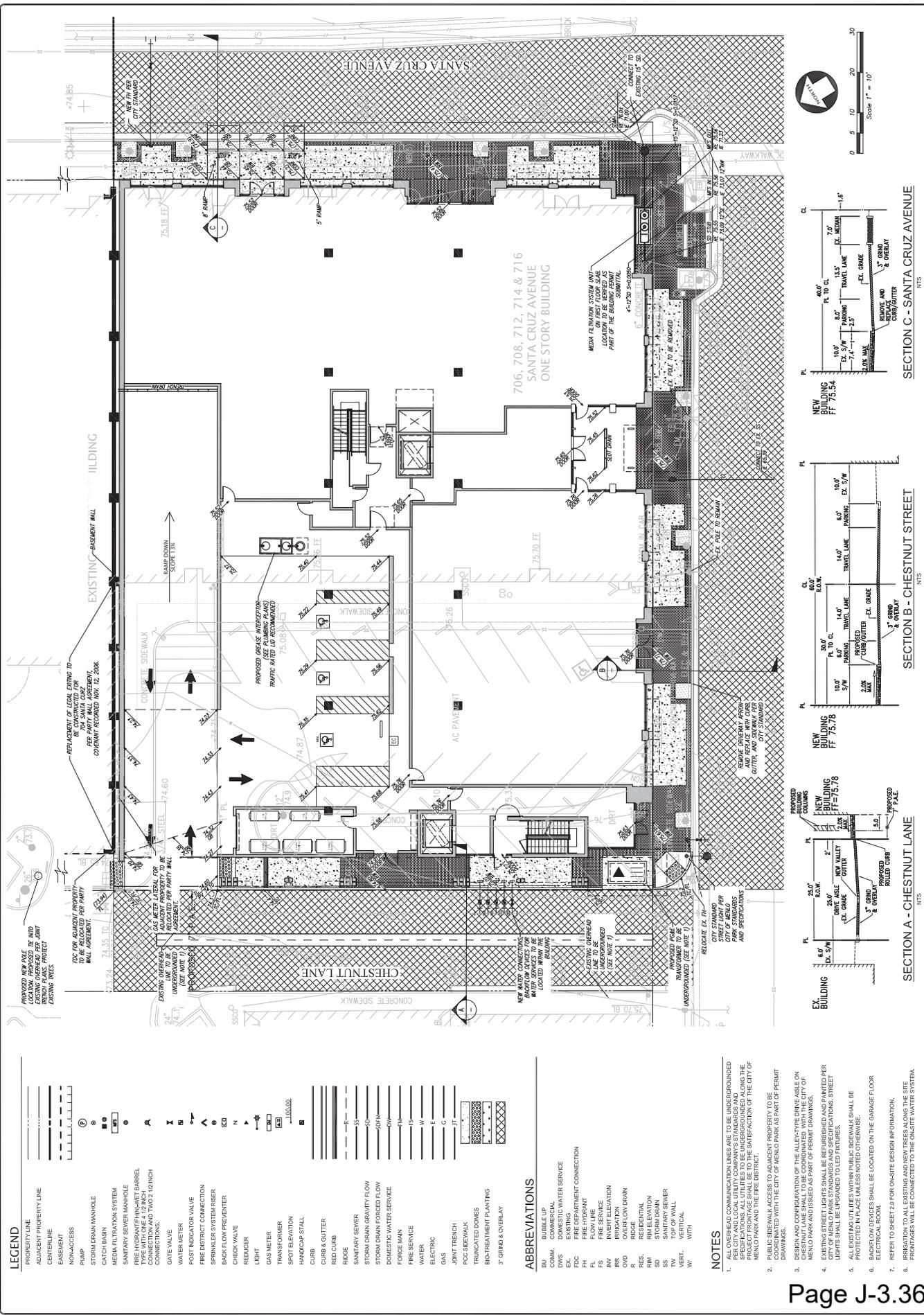
<b>LEGEND</b>	<b>ABBREVIATIONS</b>
PROPERTY LINE ADJACENT PROPERTY LINE CENTERLINE BASEMENT NON-ACCESS PLUMP STORM DRAIN MANHOLE CATCH BASIN MEDIA FILTRATION SYSTEM SANITARY SEWER MANHOLE FIRE HYDRANT (FINN-WET BARREL TYPE WITH ONE 4 1/2 INCH AND TWO 3 1/2 INCH CONNECTIONS) GATE VALVE WATER METER POST INDICATOR VALVE FIRE DISTRICT CONNECTION SPRINKLER SYSTEM RISER BACKFLOW PREVENTER CHECK VALVE REDUCER LIGHT GAS METER TRANSFORMER SPOT ELEVATION HANDICAP STALL CURB CURB & GUTTER RED CURB RIDGE SANITARY SEWER STORM DRAIN GRAVITY FLOW STORM DRAIN FORCED FLOW DOMESTIC WATER SERVICE FORCE MAIN FIRE SERVICE WATER ELECTRIC GAS JOINT TRENCH RCC SIDEWALK TRUNCATED DOMES BIOTREATMENT PLANTING	BU BUBBLE UP COMA COMMERCIAL DWS DOMESTIC WATER SERVICE FDC FIRE DEPARTMENT CONNECTION FH FIRE HYDRANT FL FLOOR FINISH ELEVATION FS FLOOR SLAB FINISH ELEVATION INV INVERT ELEVATION IRR IRRIGATION RD ROAD RES RESIDENTIAL RIM RIM ELEVATION SS SANITARY SEWER TW TOP OF WALL VERT VERTICAL WITH WITH

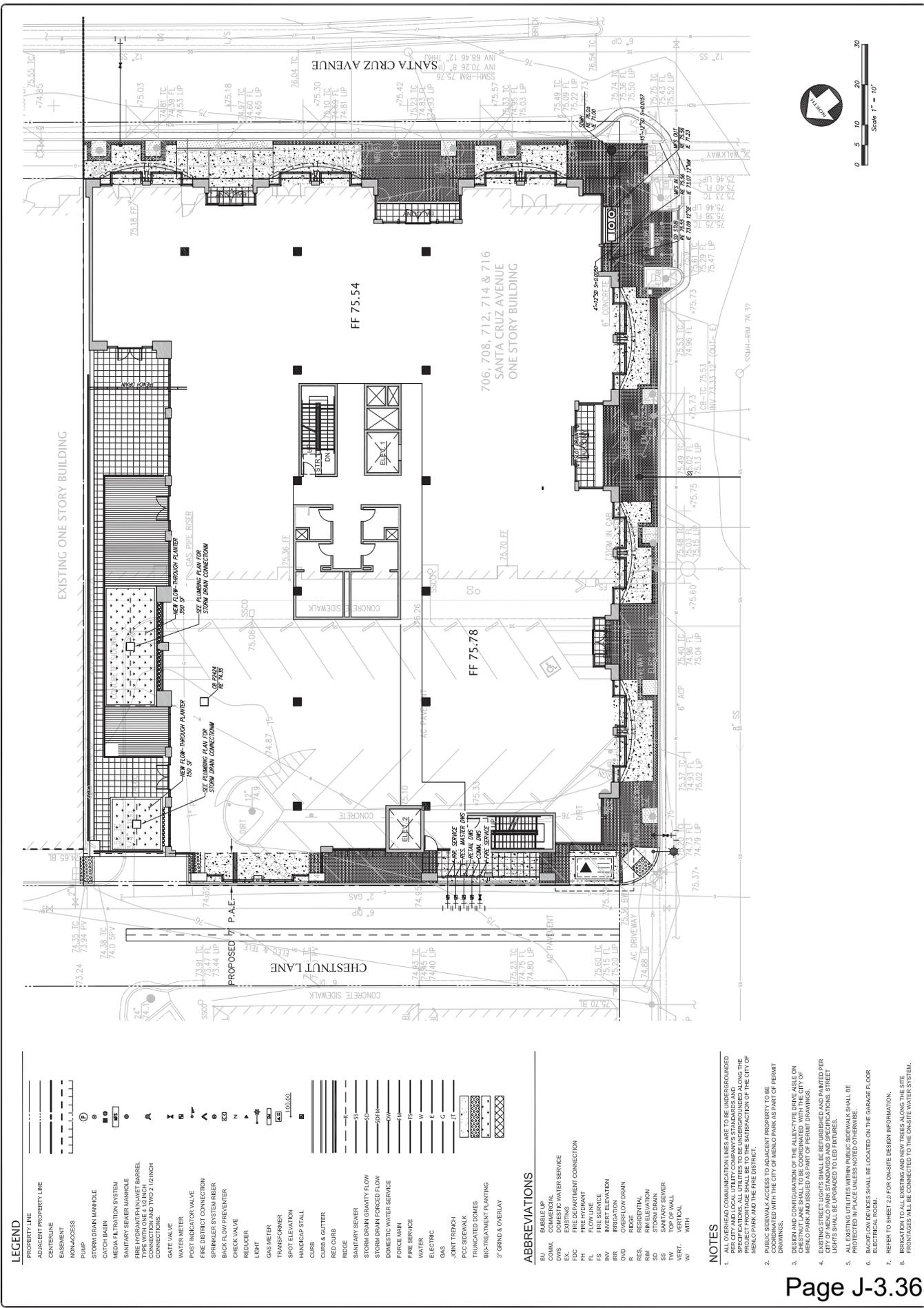


feet  
 : 7.00  
 Track  
 : 6.00  
 Lock to Lock Time  
 : 6.0  
 Steering Angle  
 : 31.6









**LEGEND**

---	PROPERTY LINE
---	ADJACENT PROPERTY LINE
---	CENTELINE
---	EXISTENCE
---	NON-ACCESS
○	PUMP
○	STORM DRAIN MANHOLE
○	CATCH BASIN
○	MEDIA FILTRATION SYSTEM
○	SANITARY SEWER MANHOLE
○	PRE-INSULATED MET BARREL TYPE WITH ONE 4 1/2 INCH AND TWO 2 1/2 INCH CONNECTIONS
○	GATE VALVE
○	WATER METER
○	POST INDICATOR VALVE
○	FIRE DISTRICT CONNECTION
○	SPRINKLER SYSTEM RISER
○	BACKFLOW PREVENTER
○	CHECK VALVE
○	REDUCER
○	GAS METER
○	TRANSFORMER
○	SPOT ELEVATION
○	HANDICAP STALL
○	CURB
○	CURB & GUTTER
○	RED CURB
○	RIDGE
○	SANITARY SEWER
○	STORM DRAIN GRAVITY FLOW
○	STORM DRAIN FORCED FLOW
○	DOMESTIC WATER SERVICE
○	FIRE MAIN
○	FIRE SERVICE
○	WATER
○	ELECTRIC
○	GAS
○	JOINT TRENCH
○	POC SIDEWALK
○	TRUNCATED DORIES
○	BIO-TREATMENT PLANTING
○	3" GRIND & OVERLAY

**ABBREVIATIONS**

BU	BUBBLE UP
COMA	COMMERCIAL
DWS	DOMESTIC WATER SERVICE
FDC	FIRE DEPARTMENT CONNECTION
FH	FIRE HYDRANT
FL	FLOW LINE
FL	FLOW LINE
INV	INVERT ELEVATION
IRR	IRRIGATION
Q	QUANTITY
RES	RESIDENTIAL
RES	RESIDENTIAL
RM	ROOM ELEVATION
SS	SEWER
SS	SANITARY SEWER
TW	TOP OF WALL
VERT.	VERTICAL
WH	WATER

**NOTES**

- ALL OVERHEAD COMMUNICATION LINES ARE TO BE UNDERGROUND.
- PUBLIC SIDEWALK ACCESS TO ADJACENT PROPERTY TO BE PROVIDED WITH THE SET OF RECORDS AS PART OF PERMIT DRAWINGS.
- DESIGN AND CONFIGURATION OF THE ALLEY-TYPE DRIVE ABLE ON CHESTNUT LANE SHALL BE COORDINATED WITH THE CITY OF MENLO PARK AND ISSUED AS PART OF PERMIT DRAWINGS.
- EXISTING UTILITIES SHALL BE UNDERGROUND AND ALL UTILITIES TO BE UNDERGROUND ALONG THE PROJECT FRONTAGE SHALL BE TO THE SATISFACTION OF THE CITY OF MENLO PARK AND THE FIRE DEPARTMENT.
- PUBLIC SIDEWALK ACCESS TO ADJACENT PROPERTY TO BE PROVIDED WITH THE SET OF RECORDS AS PART OF PERMIT DRAWINGS.
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- EXISTING UTILITIES SHALL BE UNDERGROUND AND ALL UTILITIES TO BE UNDERGROUND ALONG THE PROJECT FRONTAGE SHALL BE TO THE SATISFACTION OF THE CITY OF MENLO PARK AND THE FIRE DEPARTMENT.
- ALL EXISTING UTILITIES WITHIN PUBLIC SIDEWALK SHALL BE PROTECTED IN PLACE UNLESS NOTED OTHERWISE.
- BACKFLOW DEVICES SHALL BE LOCATED ON THE GARAGE FLOOR ELECTRICAL ROOM.
- REFER TO SHEET 2A FOR ON-SITE DESIGN INFORMATION.
- IRRIGATION TO ALL EXISTING AND NEW TREES ALONG THE SITE FRONTAGES WILL BE CONNECTED TO THE ON-SITE WATER SYSTEM.













**JOINT TRENCH INTENT**  
706 SANTA CRUZ AVENUE  
WRO  
706-716 SANTA CRUZ AVE LLC  
CALIFORNIA

**Vision Utility**  
PARTNERS  
UTILITY ENGINEERS CONSULTANTS & STRATEGIC DESIGN  
7911 STONEMEN DRIVE, SUITE 200, FOLSOM, CALIFORNIA 95630  
(916) 951-1114

PROJECT NO: 19-969  
SCALE: 1" = 20'  
DATE: 11/11/2019  
DRAWING NO: JT-2  
SHEET: 2 OF 2

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**NOTE TO CONTRACTOR:**  
FOR CONTRACTOR'S WORK RESPONSIBILITY, REFER TO JOINT TRENCH TITLE SHEET (JT-1)

**LEGEND**

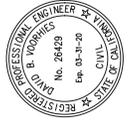
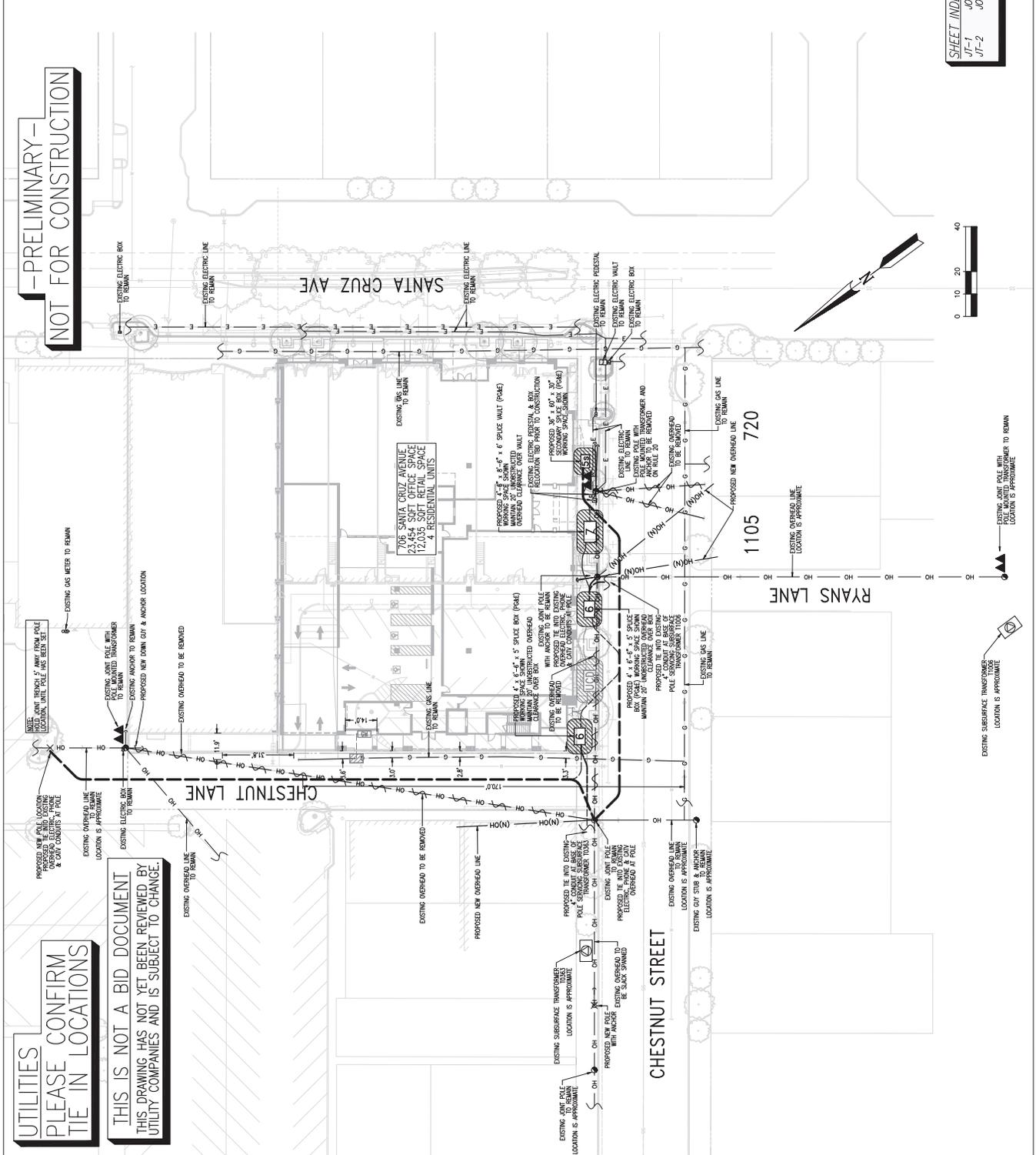
- PROPOSED JOINT TRENCH
- x PROPOSED NEW POLE
- [Symbol] PROPOSED 4" x 6" x 8" x 6" SPLICE VAULT (PG&E) WORKING SPACE SHOWN MAINTAIN 20" UNOBSTRUCTED OVERHEAD CLEARANCE OVER VAULT
- [Symbol] PROPOSED 4" x 6" x 5" SPLICE BOX (PG&E) WORKING SPACE SHOWN MAINTAIN 20" UNOBSTRUCTED OVERHEAD CLEARANCE OVER BOX
- [Symbol] PROPOSED 36" x 60" x 30" SECONDARY SPLICE BOX (PG&E) WORKING SPACE SHOWN MAINTAIN 20" UNOBSTRUCTED OVERHEAD CLEARANCE OVER BOX
- EXISTING ELECTRIC LINE
- EXISTING JOINT POLE TO REMAIN
- ▲ EXISTING POLE MOUNTED TRANSFORMER
- [Symbol] EXISTING ELECTRIC VAULT
- [Symbol] EXISTING SUBSURFACE TRANSFORMER
- EXISTING ELECTRIC PEDESTAL
- EXISTING ELECTRIC BOX
- OH EXISTING OVERHEAD LINE
- G EXISTING GAS LINE
- OH EXISTING OVERHEAD TO BE REMOVED
- ▲ EXISTING POLE MOUNTED TRANSFORMER TO BE REMOVED

SUBSTRUCTURE LOCATIONS MUST BE STAKED BY A LICENSED SURVEYOR PRIOR TO CONSTRUCTION. SEE CONSTRUCTION NOTES ON JOINT TRENCH TITLE SHEET (JT-1) REGARDING EXISTING CONDITIONS.

REFER TO PG&E UTILITY BULLETIN TD-7001B-005 DOCUMENT FOR SMART METER ANTENNA CONSTRUCTION REQUIREMENTS.

**NOTE TO CONTRACTOR:**  
PLEASE CONFIRM WHO WILL PROVIDE CONDUIT AND VAULTS. DEVELOPER TO PROVIDE TRENCH.

**NOTE FOR UNDERGROUND ELECTRIC INSTALLATION:**  
USE OF STANDARD PVC DB-120 IS NO LONGER APPROVED BY PG&E FOR 2" CONDUIT SIZE AND BENDS. PVC DB-120 CELLULAR CORE CONDUIT CAN BE USED IN PLACE OF STANDARD PVC DB-120 CONDUIT. FOR ALL APPROVED 2" CONDUITS AND BENDS, SEE BULLETIN TD-062288B-001.



<b>SHEET INDEX</b>	
JT-1	JOINT TRENCH TITLE SHEET
JT-2	JOINT TRENCH INTENT



EXISTING JOINT POLE TO REMAIN  
LOCATION IS APPROXIMATE

EXISTING SUBSURFACE TRANSFORMER  
LOCATION IS APPROXIMATE

EXISTING OVERHEAD LINE  
LOCATION IS APPROXIMATE

EXISTING OVERHEAD LINE  
LOCATION IS APPROXIMATE

EXISTING OVERHEAD LINE  
LOCATION IS APPROXIMATE

EXISTING OVERHEAD LINE  
LOCATION IS APPROXIMATE

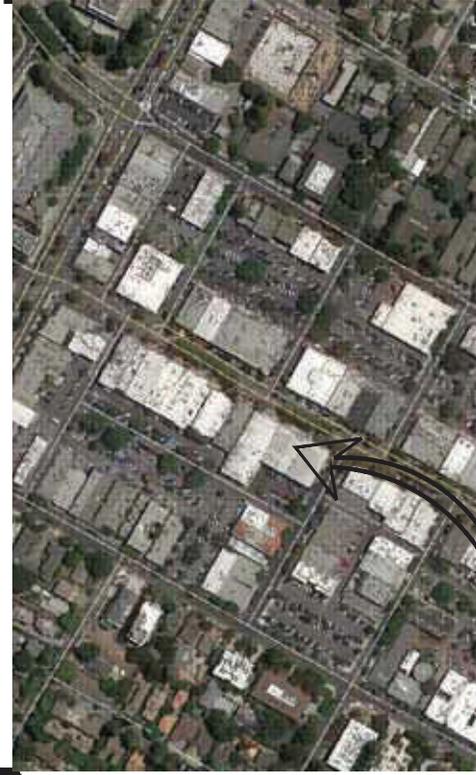
# TEMPORARY EARTH RETENTION SYSTEM 706-716 SANTA CRUZ AVENUE MENLO PARK, CA

PRELIMINARY DESIGN  
NOT FOR CONSTRUCTION

FOR:



JOB NO. 170401  
JUNE 24, 2019



PROJECT LOCATION

## SITE LOCATION PLAN

SCOPE OF WORK

AS A PART OF MIXED USE BUILDING 706-716 SANTA CRUZ AVENUE PROJECT IN MENLO PARK, CA, IT IS NECESSARY TO PROVIDE TIEBACK SOLDIER BEAM SHORING WALL WITH UNDERPINNING DESIGN.

GENERAL

1. ALL CONSTRUCTION SHALL CONFORM TO THE GEOTECHNICAL ENGINEERING CIRCULAR NO. 4, PUBLICATION NO. FHWA-IF-99-015 - GROUND ANCHORS AND ANCHORED SYSTEMS PUBLISHED BY FHWA JUNE 1999, CALIFORNIA BUILDING CODE (2016 ED.), AND REGULATIONS OF CITY OF MENLO PARK, CA.
2. THESE DRAWINGS ARE BASED ON AND MUST BE READ IN CONJUNCTION WITH 706 SANTA CRUZ AVE. THE "TRENCHING AND SHORING MANUAL" PUBLISHED BY OFFICE OF STRUCTURES, CALTRANS, MENLO PARK ARCHITECTURAL REVIEW PLAN DATED MAY 13, 2019 BY FORM4 ARCHITECTURE.
3. ALL MATERIAL AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE GUIDELINES ESTABLISHED IN THE "TRENCHING AND SHORING MANUAL" PUBLISHED BY OFFICE OF STRUCTURES, CALTRANS, MENLO PARK ARCHITECTURAL REVIEW PLAN DATED MAY 13, 2019 BY FORM4 ARCHITECTURE.
4. THE DATA FOR THE ALIGNMENT OF THE WALL, ITS GEOMETRY AND ELEVATIONS ARE FOR REFERENCE ONLY. ANY DISCREPANCY BETWEEN THE DIMENSIONS SHOWN ON THESE PLANS AND THE ACTUAL CONDITIONS ON THE SITE AND FOUNDATION PLAN TO THE EARTH RETENTION ENGINEER, PB&A INC., IN A TIMELY MANNER.
5. LINES AND GRADES SHALL BE ESTABLISHED BY THE GENERAL CONTRACTOR TO INSURE PROPER HORIZONTAL ALIGNMENT OF WALL AND LOCATION OF THE SOLDIER BEAMS.
6. THE GENERAL CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES AND OTHER OBSTACLES. ALL EXISTING UTILITIES SHOWN ON THESE PLANS ARE FOR REFERENCE ONLY. THE GENERAL CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES AND OTHER OBSTACLES BEFORE BEGINNING CONSTRUCTION. THE GENERAL CONTRACTOR IS TO REPORT ALL INTERFERENCES BETWEEN THE UTILITIES OR OTHER OBSTACLE WITH THE SOLDIER BEAM AND TIEBACKS TO THE SHORING ENG., PB&A IN A TIMELY MANNER.
7. THE SHORING SYSTEM IS DESIGNED FOR A SURCHARGE WHICH INCLUDES REGULAR TRAFFIC LOADING AND LIGHT WEIGHT CONSTRUCTION EQUIPMENT, SUCH AS CONCRETE TRUCKS, ETC. CRANES AND DRILLED RIG EXCLUDED. HEAVY CONSTRUCTION EQUIPMENT IS TO BE KEPT A DISTANCE EQUIVALENT TO THE DEPTH OF THE EXCAVATION AWAY FROM THE EDGE OF THE RETAINING WALL.

DESIGN CRITERIA

THE DESIGN OF THE EARTH RETENTION SYSTEM IS BASED ON THE TEST BORING LOGS AND THE INFORMATION CONTAINED IN THE "GEOTECHNICAL INVESTIGATION FOR MIXED-USE BUILDING 706-716 SANTA CRUZ AVENUE MENLO PARK, CALIFORNIA 94025", DATED DECEMBER, 2015, PREPARED BY ROMIG ENGINEERS, INC.



DRAWING LISTS

- SH1.0 GENERAL NOTES
- SH2.0 SHORING KEY PLAN
- SH3.0 PLAN & ELEVATION
- SH3.1 PLAN & ELEVATION
- SH3.2 PLAN & ELEVATION
- SH3.3 PLAN & ELEVATION
- SH3.4 PLAN & ELEVATION
- SH3.5 PLAN & ELEVATION
- SH4.0 SECTION

MATERIALS-SOLDIER BEAM, AND TIEBACKS:

1. TIEBACK ANCHORS SHALL BE 0.6" DIA. 7-WIRE, LOW RELAXATION 270 KSI STRAND CONFORMING TO ASTM A416.
2. THE ROD SHALL BE THREADED BAR TO CONFORM TO ASTM A722 GRADE 150.
3. BAR COUPLERS SHALL DEVELOP THE FULL ULTIMATE TENSILE STRENGTH OF THE BAR AS CERTIFIED BY THE MANUFACTURER.
4. CENTRALIZERS - MANUFACTURED FROM PVC PIPING.
5. STRUCTURAL STEEL FOR WIDE FLANGE SOLDIER BEAMS SHALL CONFORM TO ASTM A36 OR EQUAL GRADE.
6. STRUCTURAL STEEL FOR MISCELLANEOUS ITEMS SUCH AS STIFFENER AND BEARING PLATES PACKING, ANGLES, CONFORM TO THE REQUIREMENTS OF ASTM A36.
7. GROUT USED IN TIEBACKS SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,000 P.S.I. MIN. 6 SACKS OF CEMENT PER CUBIC YARD.
8. ALL WELDING SHALL CONFORM TO A.W.S. STANDARDS AND BE DONE BY CERTIFIED WELDERS HAVING A CURRENT CERTIFICATION & USING E70XX ELECTRODES.
9. LAGGING SHALL BE D.F. #2.
10. LEAN CONCRETE MIX FOR BACKFILLING THE DRILLED HOLE BEAM EMBEDMENT BELOW THE BOTTOM OF THE EXCAVATION IS TO CONTAIN MIN. 2 SACK OF CEMENT PER CU. YD. OF CONCRETE.

CONSTRUCTION PROCEDURE FOR TIEBACK SOLDIER BEAM SHORING

1. DRILL HOLES FOR SOLDIER BEAMS AT THE LOCATION AND TO THE DEPTH AS INDICATED ON THE PLANS.
2. BACKFILL THE DRILLED HOLE BELOW AND ABOVE THE BOTTOM OF THE EXCAVATION WITH LEAN CONCRETE MIX PER NOTE 10 ABOVE.
3. EXCAVATE AND PLACE LAGGING TO PREVENT LOSS OF GROUND. PLACEMENT OF LAGGING BELOW THE DEPTH OF 20' MAY CEASE, W/ WRITTEN PERMISSION FROM THE SHORING ENGINEER IN APPROPRIATE LOCATIONS AND AS GROUND CONDITIONS WARRANT.
4. STEEL PLATE LAGGING MAY BE USED ABOVE TIEBACK LOCATION FOR TIEBACK BEAMS AND FOR THE ENTIRE DEPTH OF EXCAVATION FOR THE CANTILEVER BEAMS.
5. CONTINUE TO EXCAVATE TO NOT MORE THAN 1'-6" BELOW THE LEVEL OF THE TIEBACK OR AS SOIL PERMITS. THEN DRILL HOLE FOR THE TIEBACKS TO THE SUGGESTED DEPTH AS NECESSARY. FILL THE DRILLED HOLE THROUGHOUT WITH GROUT. TIEBACKS MAY BE REGROUTED AS NECESSARY TO ASSURE COMPLIANCE WITH THE TESTING SCHEDULE.
6. EXCAVATION IS TO PROCEED IN LIFTS AS SOIL STABILITY ALLOWS, (5' MAX.), AN APPROPRIATE BERM IS TO BE CREATED SO THAT THE DRILL RIG CAN DRILL THE HOLE FOR THE TIEBACKS.
7. TEST TIEBACKS NO EARLIER THAN 3 DAYS AFTER GROUTING ACCORDING TO THE PROCEDURE DESCRIBED ON THIS SHEET.
8. CONTINUE EXCAVATION AND LAG.
9. ANY LOSS OF GROUND FROM BEHIND LAGGING IS TO BE REPLACED WITH LEAN MIX OF CEMENT SAND SLURRY.

TIEBACK TESTING PROCEDURE:

EVERY TIEBACK SHALL BE PROOF TESTED. TESTING SHALL BE PERFORMED BY INCREMENTALLY LOADING THE TIEBACK IN ACCORDANCE WITH THE SCHEDULES SHOWN ON PLANS. AT EACH LOAD INCREMENT THE MOVEMENT OF THE END OF THE TIEBACK SHALL BE RECORDED TO THE NEAREST .001" WITH RESPECT TO AN INDEPENDENT FIXED REFERENCE POINT NOT ATTACHED TO THE SHORING WALL. THE ANCHOR LOAD SHALL BE MEASURED WITH A PRESSURE GAUGE TO THE SHORING WALL. THE ANCHOR LOAD SHALL BE MEASURED WITH A PRESSURE GAUGE IN HYDRAULIC PRESSURE OR 4-1/2" (4000 POUNDS) DIFFERENTIAL IN FORCE, WHICHEVER IS THE LESSER. THE PUMP SHALL BE CAPABLE OF APPLYING EACH LOAD INCREMENT IN LESS THAN ONE MINUTE, AND SHALL MAINTAIN THE TEST LOAD AS REQUIRED DUE TO CREEP OF THE TIEBACKS AND/OR MOVEMENT OF THE WALL.

FOR EACH PROOF TEST THE FOLLOWING INFORMATION SHALL BE RECORDED:

1. TIEBACK NUMBER AND LOCATION.
  2. INSTALLED FREE LENGTH AND BONDED LENGTH OF THE TIEBACK.
- DURING TIEBACK TESTING, THE FOLLOWING INFORMATION SHALL BE RECORDED FOR EACH LOAD INCREMENT AND CORRESPONDING OBSERVATION PERIOD:
- A. LOAD SEQUENCE NUMBER AND % OF DESIGN LOAD; MAXIMUM LOAD PER SCHEDULE.
  - B. DIAL PRESSURE AND CORRESPONDING LOAD IN KIPS (200 PSI INCREMENTS).
  - C. OBSERVATION PERIOD IN MINUTES AND/OR SECONDS FROM THE TIME AT WHICH THE SPECIFIED LOAD IS REACHED.
  - D. MOVEMENT OF THE END OF THE TIEBACKS TO THE NEAREST .001 INCH. ZERO MOVEMENT SHALL BE ASSUMED AT THE INITIAL ALIGNMENT LOAD (AL), WHICH IS SEQUENCE NUMBER 1.

PROOF TEST

THE PROOF TESTS SHALL BE PERFORMED BY INCREMENTALLY LOADING THE TIEBACKS IN ACCORDANCE WITH THE PROOF TEST SCHEDULE SHOWN ABOVE. AT EACH INCREMENT THE LOAD SHALL BE MAINTAINED UNTIL THE RATE OF TIEBACK MOVEMENT IS CLEARLY APPROACHING ZERO. THE MINIMUM OBSERVATION PERIOD SHALL BE ONE MINUTE. THE 125% DL MAXIMUM LOAD SHALL BE APPLIED TO ALL TIEBACKS. THE TEST SHALL BE PERFORMED AS DESCRIBED BELOW FOR FINAL SEQUENCE MAXIMUM TEST LOAD. THE TIEBACK SHALL BE LOADED TO 125% DESIGN LOAD AND THE TIEBACK MOVEMENT SHALL BE RECORDED FOR OBSERVATION PERIODS OF 1, 2, 3, 4, 5, 7, AND 10 MINUTES. IF THE TOTAL ELONGATION BETWEEN 1 MINUTE AND 10 MINUTES DOES NOT EXCEED .04 INCHES, THEN THE TIEBACK MOVEMENT SHALL CONTINUE TO BE TESTED AT 15, 20, 25, 30, 45 AND 60 MINUTES SO THAT A CREEP CURVE CAN BE PLOTTED. AT THE END OF THE 60 MINUTE TEST, THE TIEBACK SHALL BE UNLOADED TO THE TEST LOAD SPECIFIED IN THE SCHEDULE. THE MAXIMUM 125% DL TEST LOAD ELONGATION IS MEASURED FOR 60 MINUTES. THE TIEBACK WILL BE CONSIDERED ACCEPTABLE IF THE ELONGATION DOES NOT EXCEED 0.08".

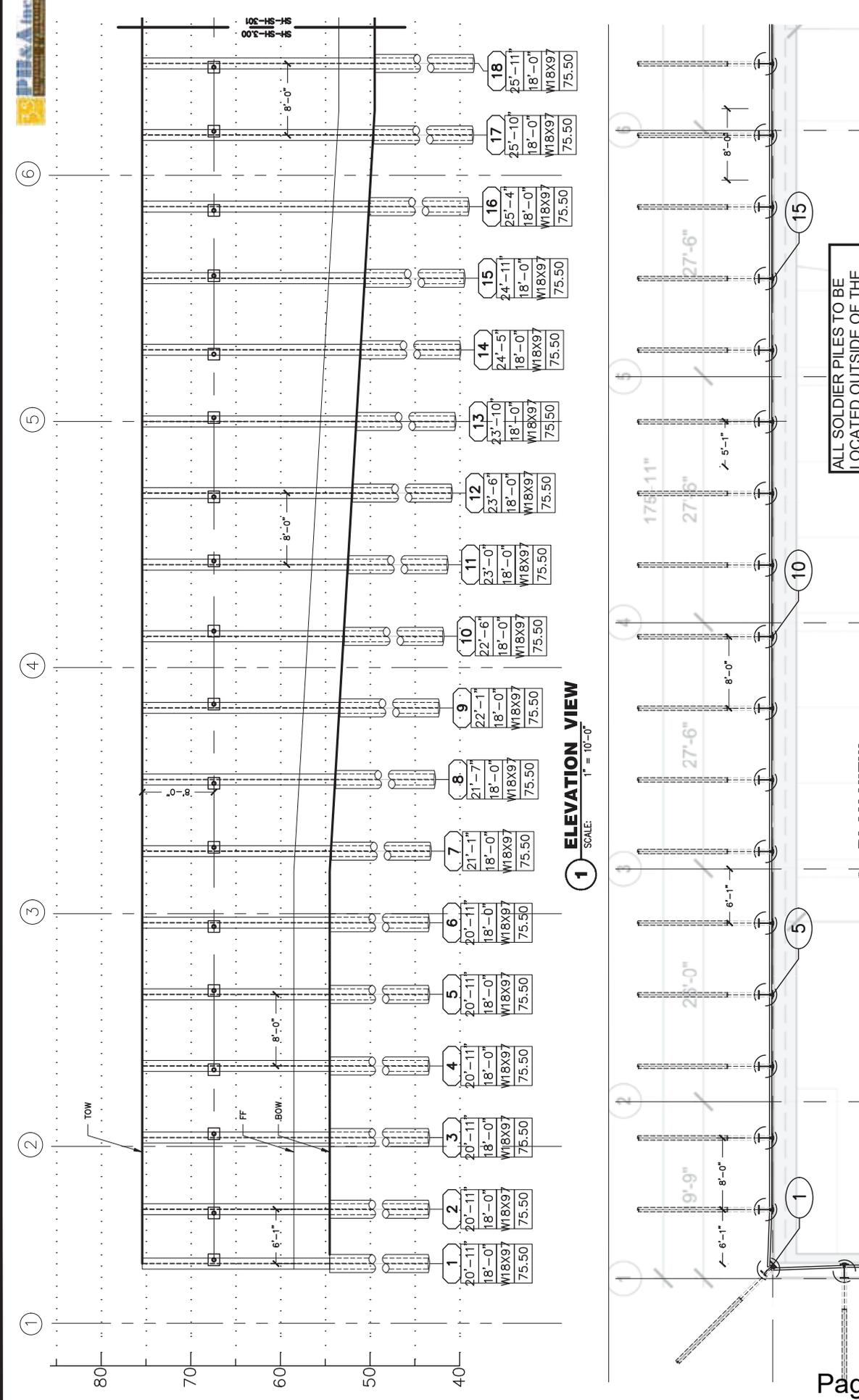
PROOF TEST SCHEDULE
LOADING SEQUENCE
ALIGNMENT LOAD
0.25 DESIGN LOAD
0.50 DESIGN LOAD
0.75 DESIGN LOAD
1.00 DESIGN LOAD
1.25 DESIGN LOAD

ALL SOLDIER PILES TO BE LOCATED OUTSIDE OF THE PUBLIC RIGHT OF WAY AND WITHIN PROPERTY LINES PER CITY OF MENLO PARK REQUIREMENTS

PRELIMINARY DESIGN NOT FOR CONSTRUCTION

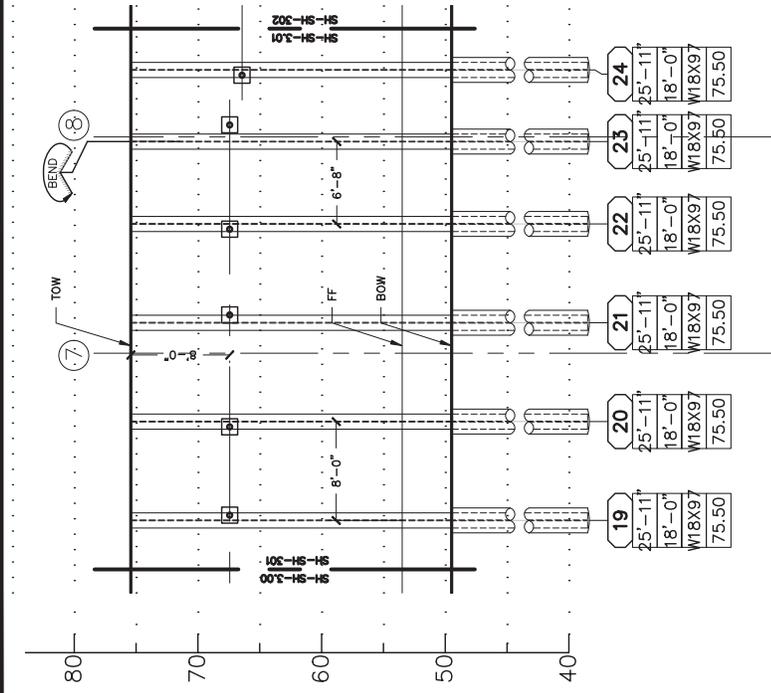




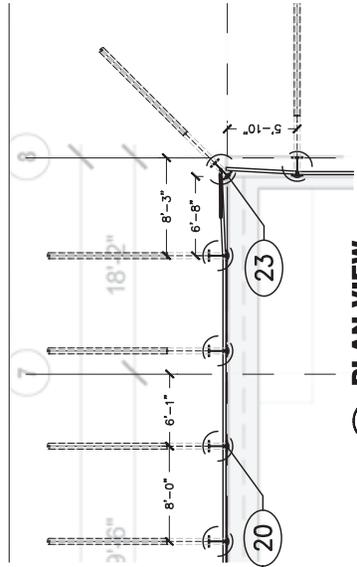


ALL SOLDIER PILES TO BE LOCATED OUTSIDE OF THE PUBLIC RIGHT OF WAY AND WITHIN PROPERTY LINES PER CITY OF MENLO PARK REQUIREMENTS

PRELIMINARY DESIGN  
 NOT FOR CONSTRUCTION



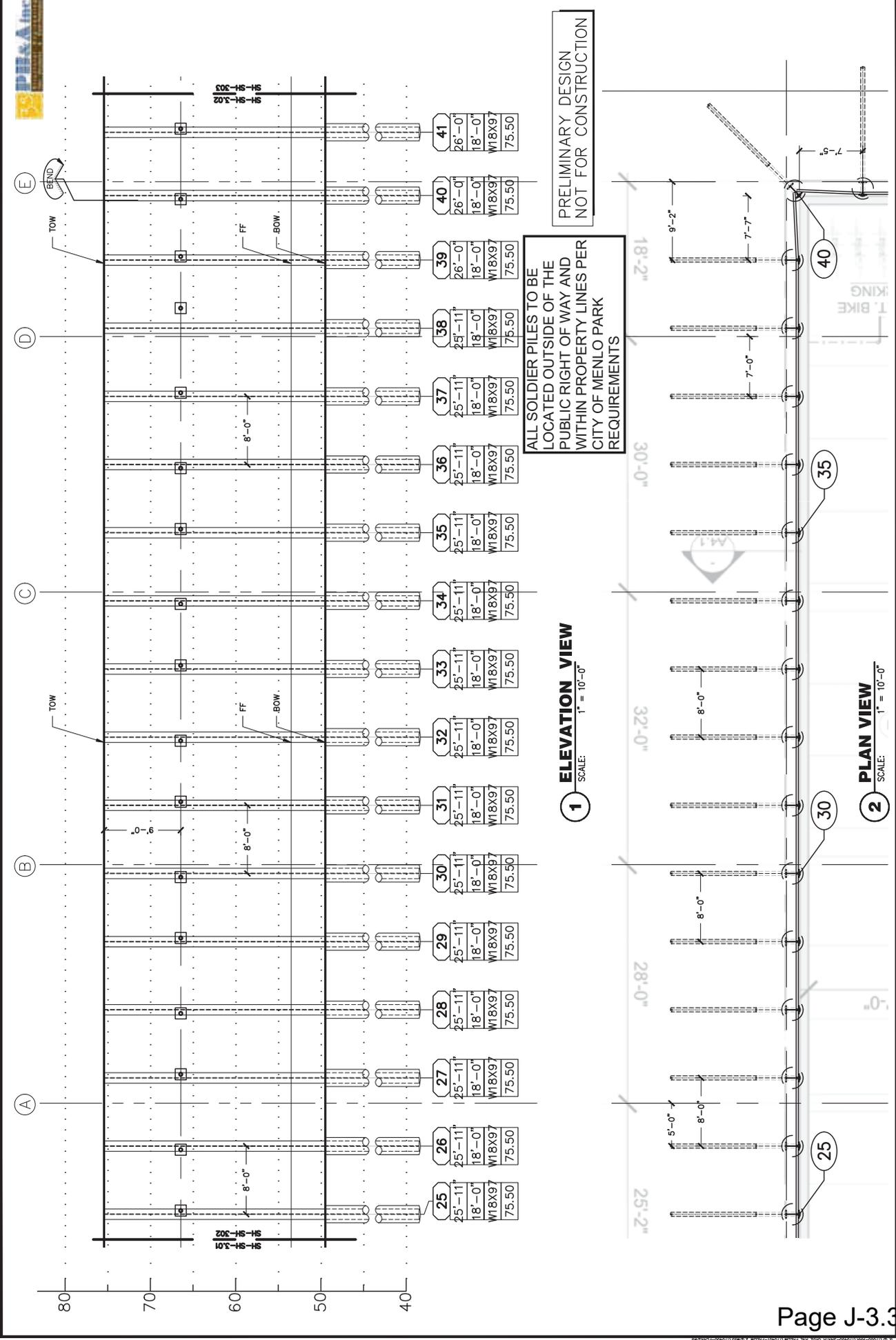
**1 ELEVATION VIEW**  
SCALE: 1" = 10'-0"

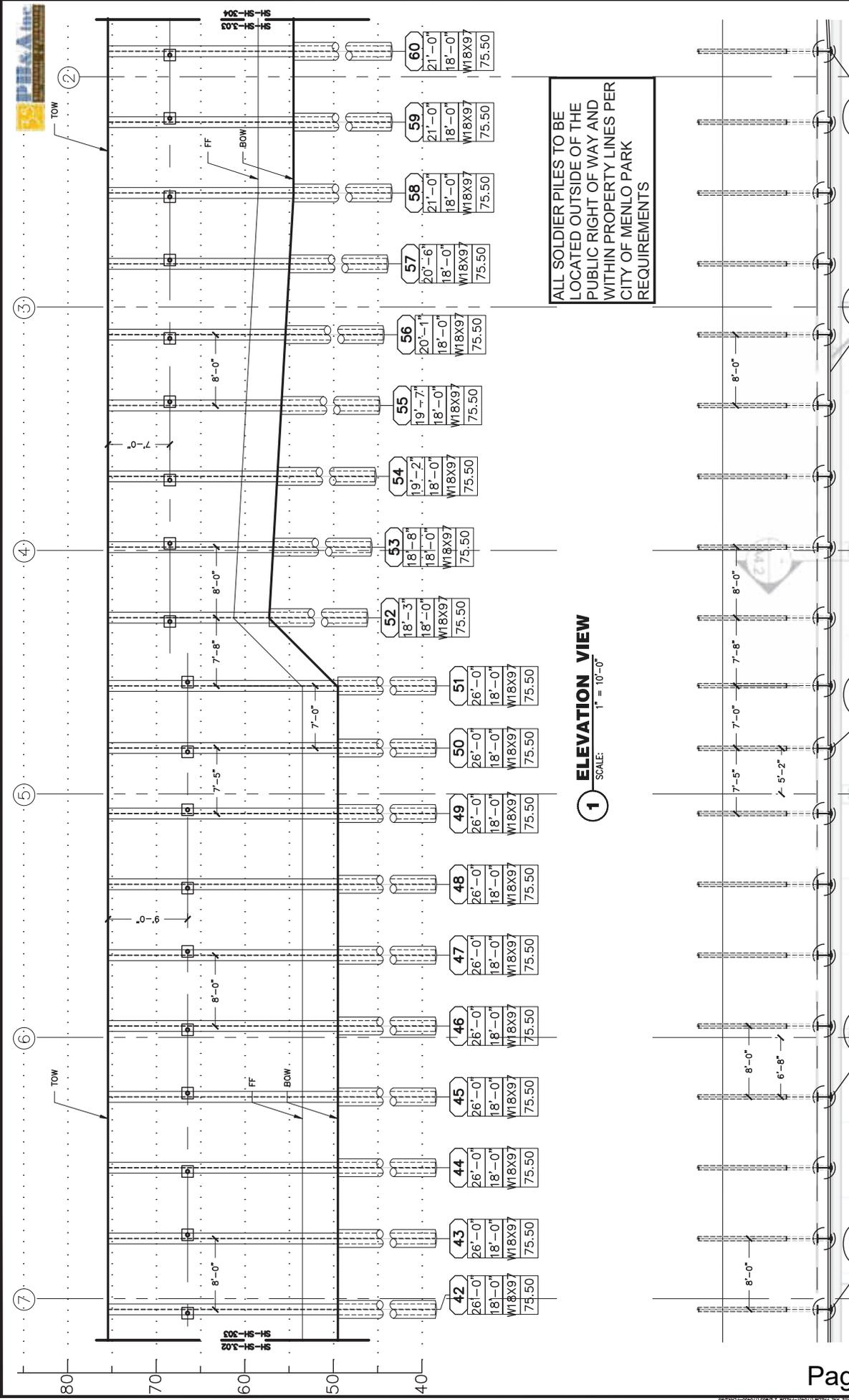


**2 PLAN VIEW**  
SCALE: 1" = 10'-0"

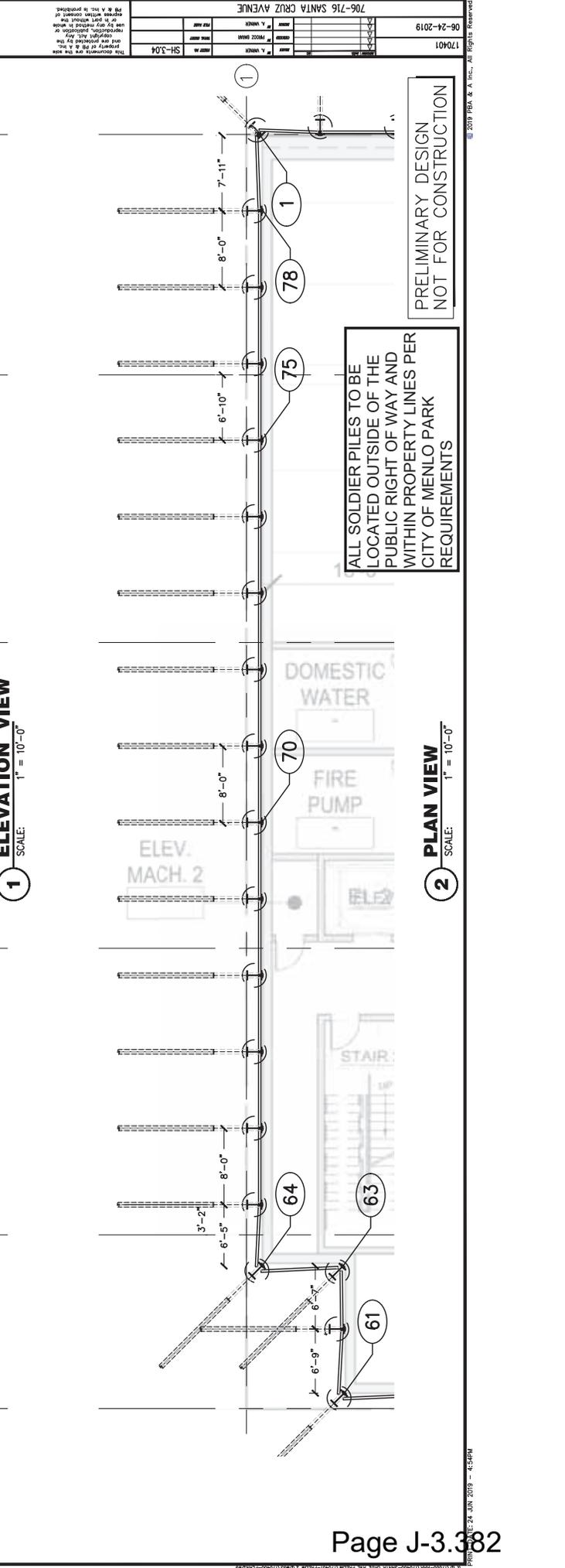
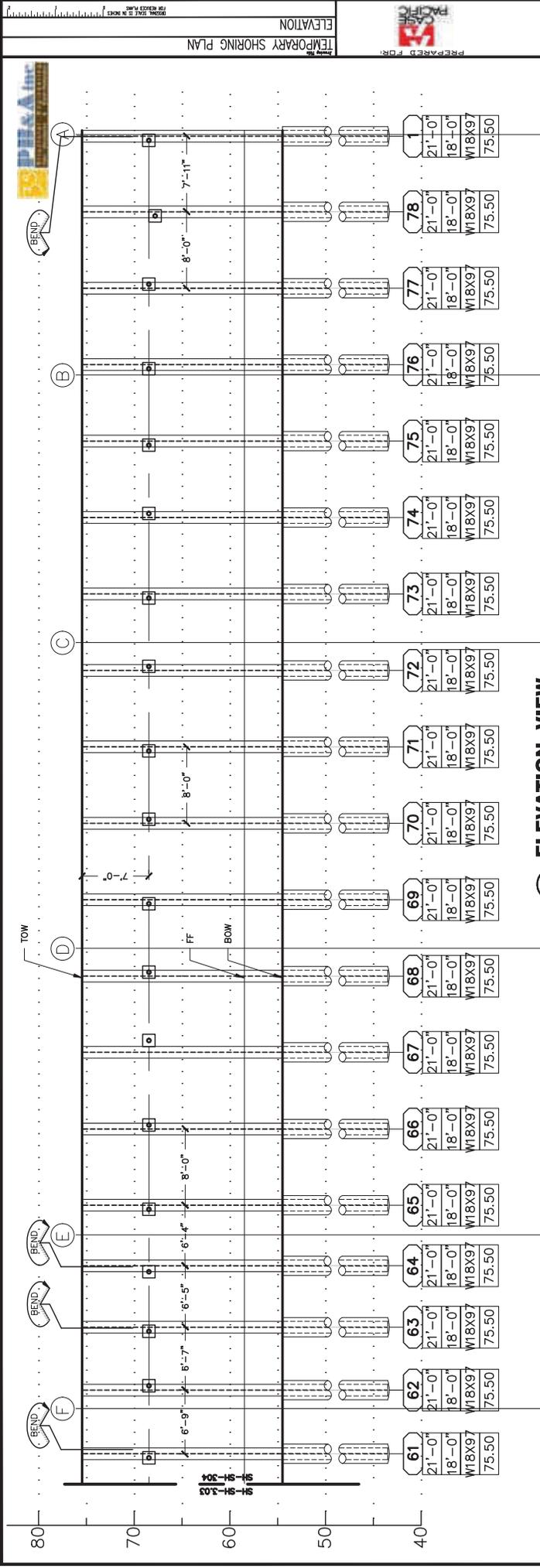
ALL SOLDIER PILES TO BE LOCATED OUTSIDE OF THE PUBLIC RIGHT OF WAY AND WITHIN PROPERTY LINES PER CITY OF MENLO PARK REQUIREMENTS

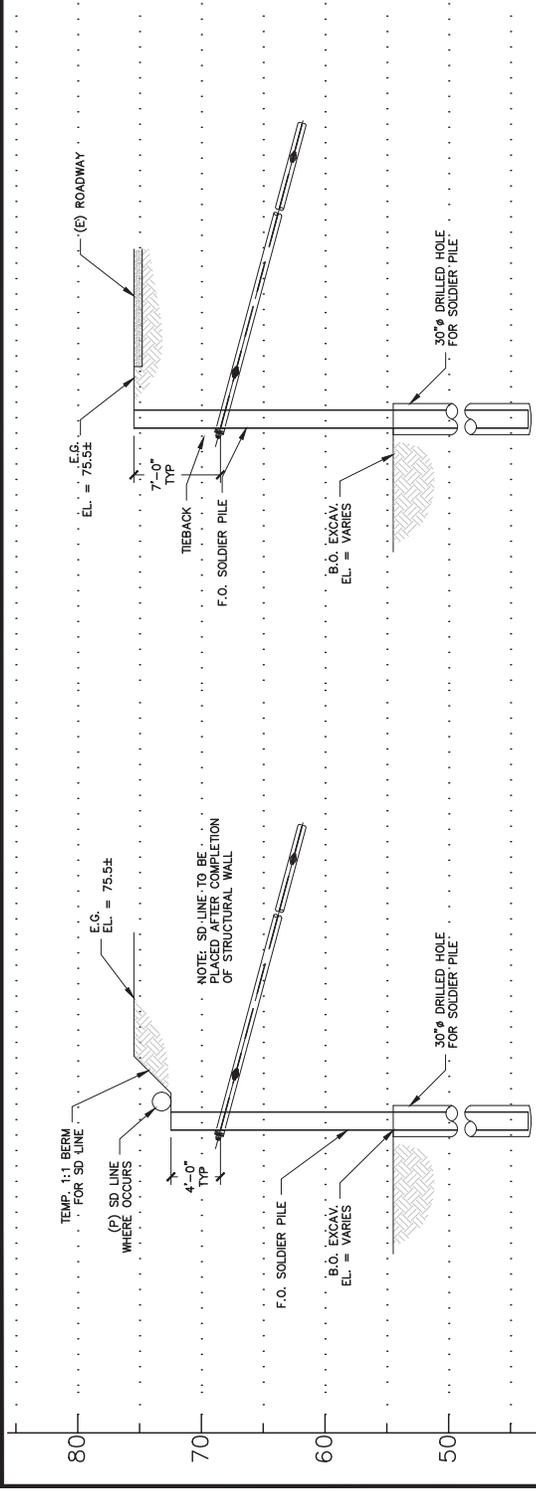
PRELIMINARY DESIGN NOT FOR CONSTRUCTION





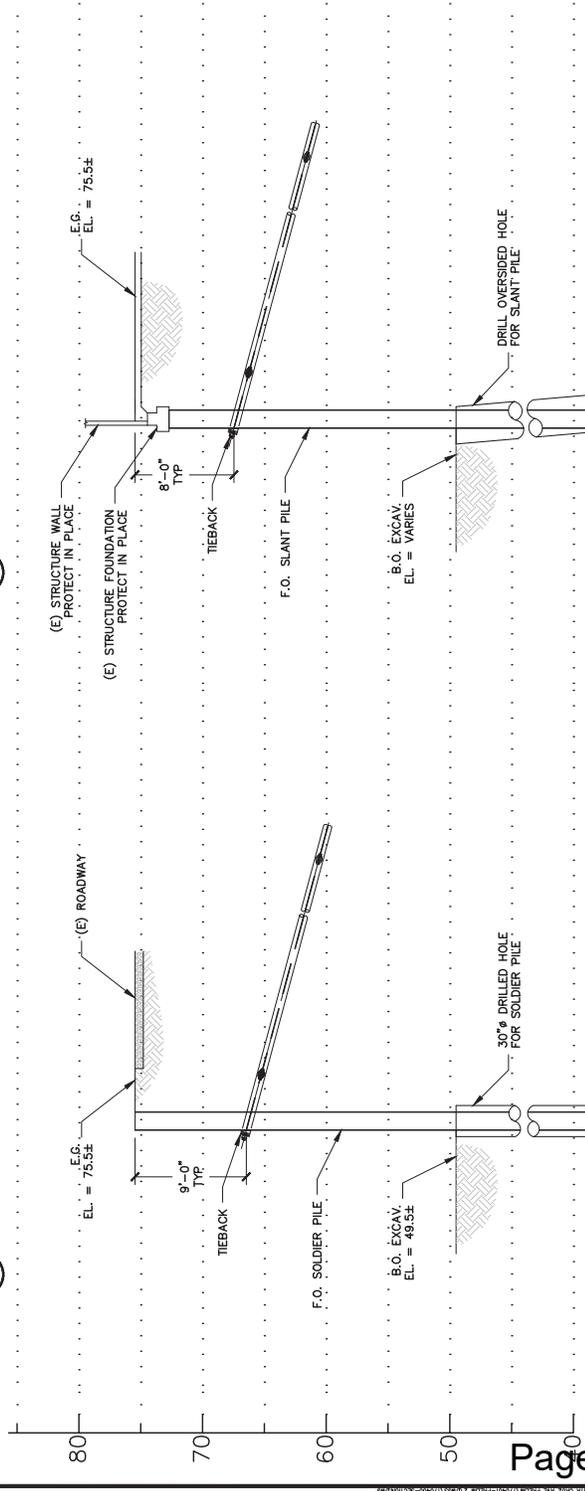
PRELIMINARY DESIGN  
NOT FOR CONSTRUCTION





**1** TYPICAL SECTION-WITH SD  
 SCALE: 1" = 10'-0"

**2** TYPICAL SECTION-21'-0" MAX  
 SCALE: 1" = 10'-0"

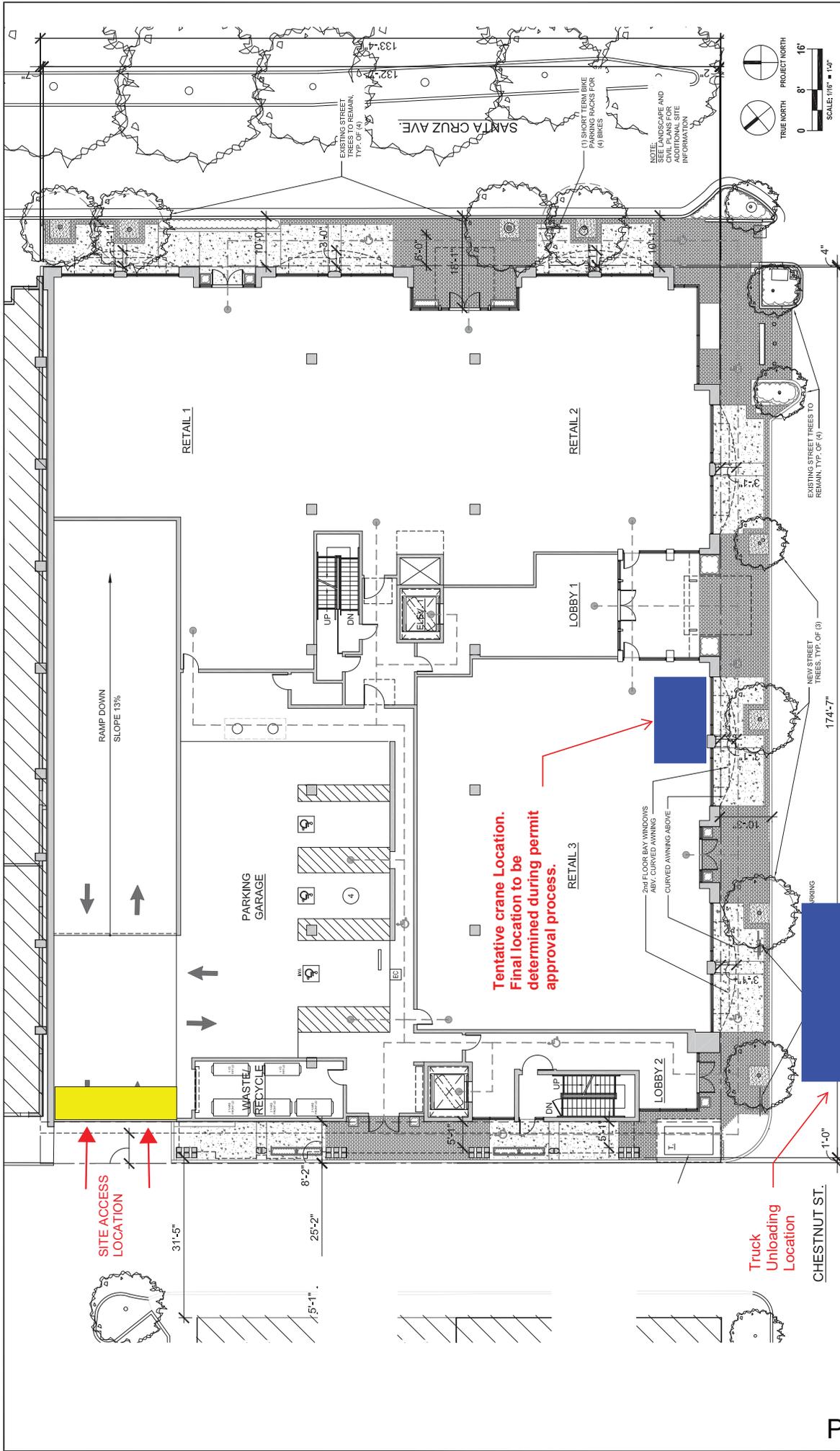


**3** TYPICAL SECTION-26'-0" MAX  
 SCALE: 1" = 10'-0"

**4** TYPICAL SECTION-SLANT PILE  
 SCALE: 1" = 10'-0"

ALL SOLDIER PILES TO BE LOCATED OUTSIDE OF THE PUBLIC RIGHT OF WAY AND WITHIN PROPERTY LINES PER CITY OF MENLO PARK REQUIREMENTS

PRELIMINARY DESIGN NOT FOR CONSTRUCTION



706 SANTA CRUZ AVE. MENLO PARK, CA

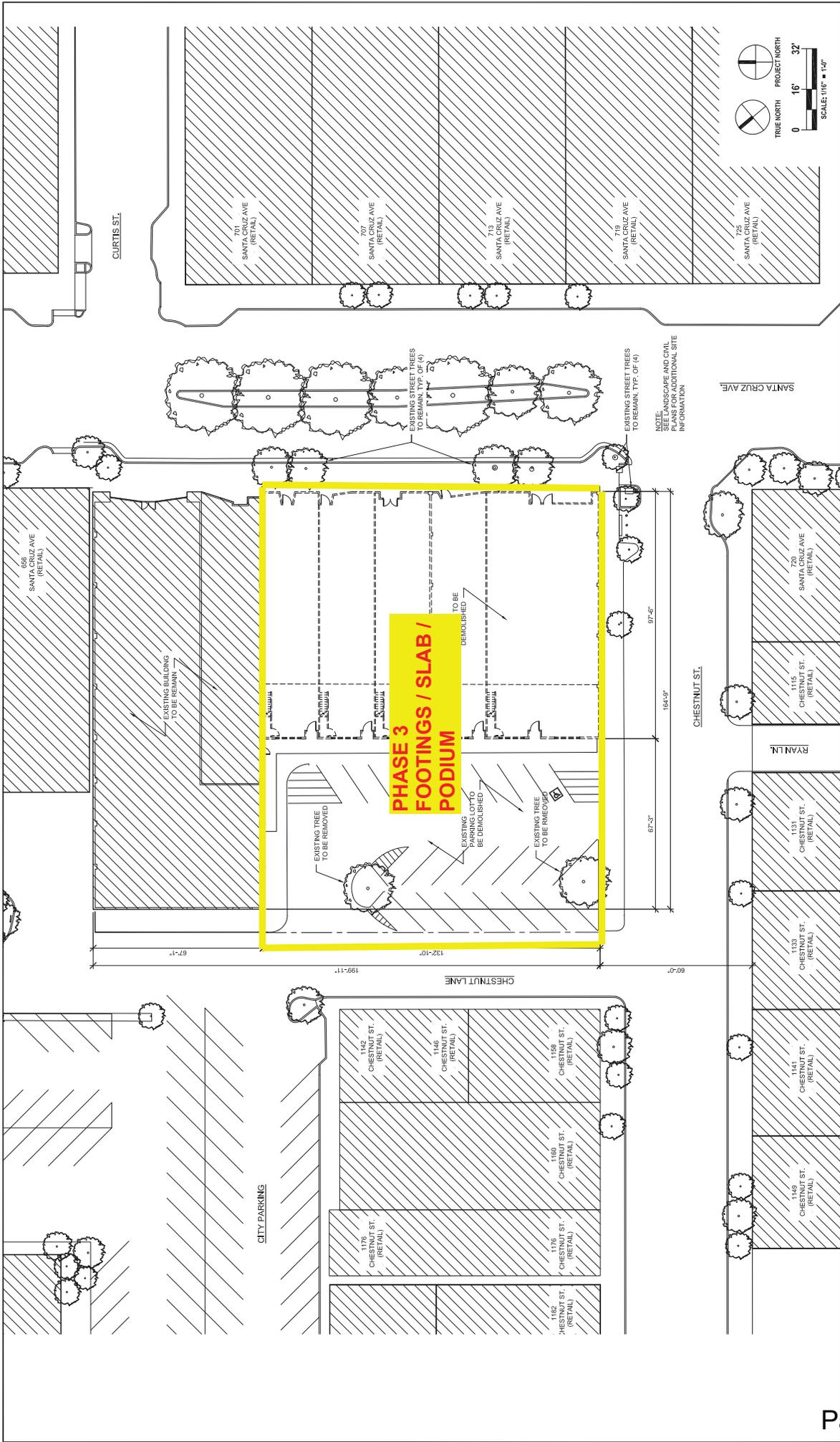
**\*ALL MATERIAL TO BE JUST IN TIME DELIVERY UNTIL UNDERGROUND BASEMENT IS CONSTRUCTED WITH WORKING FIRE SPRINKLERS.**

# CP-1





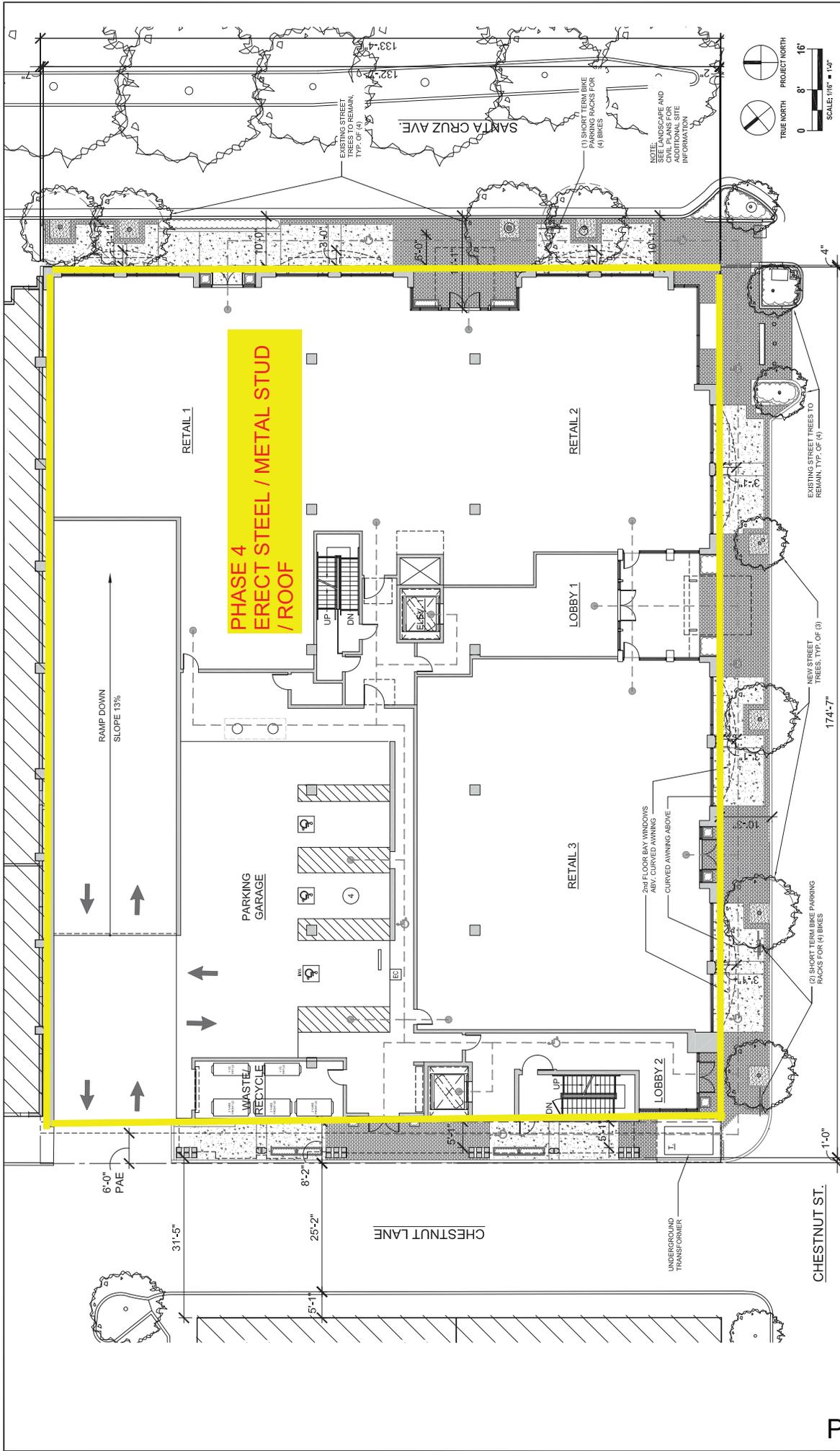




706 Santa Cruz Ave. Menlo Park, CA

**PHASE 3 FOOTINGS / SLAB / PODIUM**

**CP-4**



706 SANTA CRUZ AVE. MENLO PARK, CA

Phase 4 - Erect Steel / Metal Stud / Roof



CP-5





6/17/2019

706 Santa Cruz Ave, Menlo Park, CA 94025 to 1120 Merrill Street, Menlo Park, CA

Drive 0.4 mile, 4 min



Project: 706 Santa Cruz Ave, Menlo Park, CA

All parking to be offsite in the Menlo Park Caltrans station parking lot located at 1120 Merrill St. Menlo Park, CA 94025

Jobsite 706 Santa Cruz Ave to Caltrans Station 1120 Merrill St. Menlo Park, CA (0.4 miles)

**Preliminary Parking Management**

**Overall Notes**

This intent of this plan is to address the different phases of parking during the 706 Santa Cruz Ave project located in Menlo Park, Ca. This is preliminary as address, means, methods and schedule durations are currently being defined as we begin the demolition and construction process.

**Phase 1 Demo**

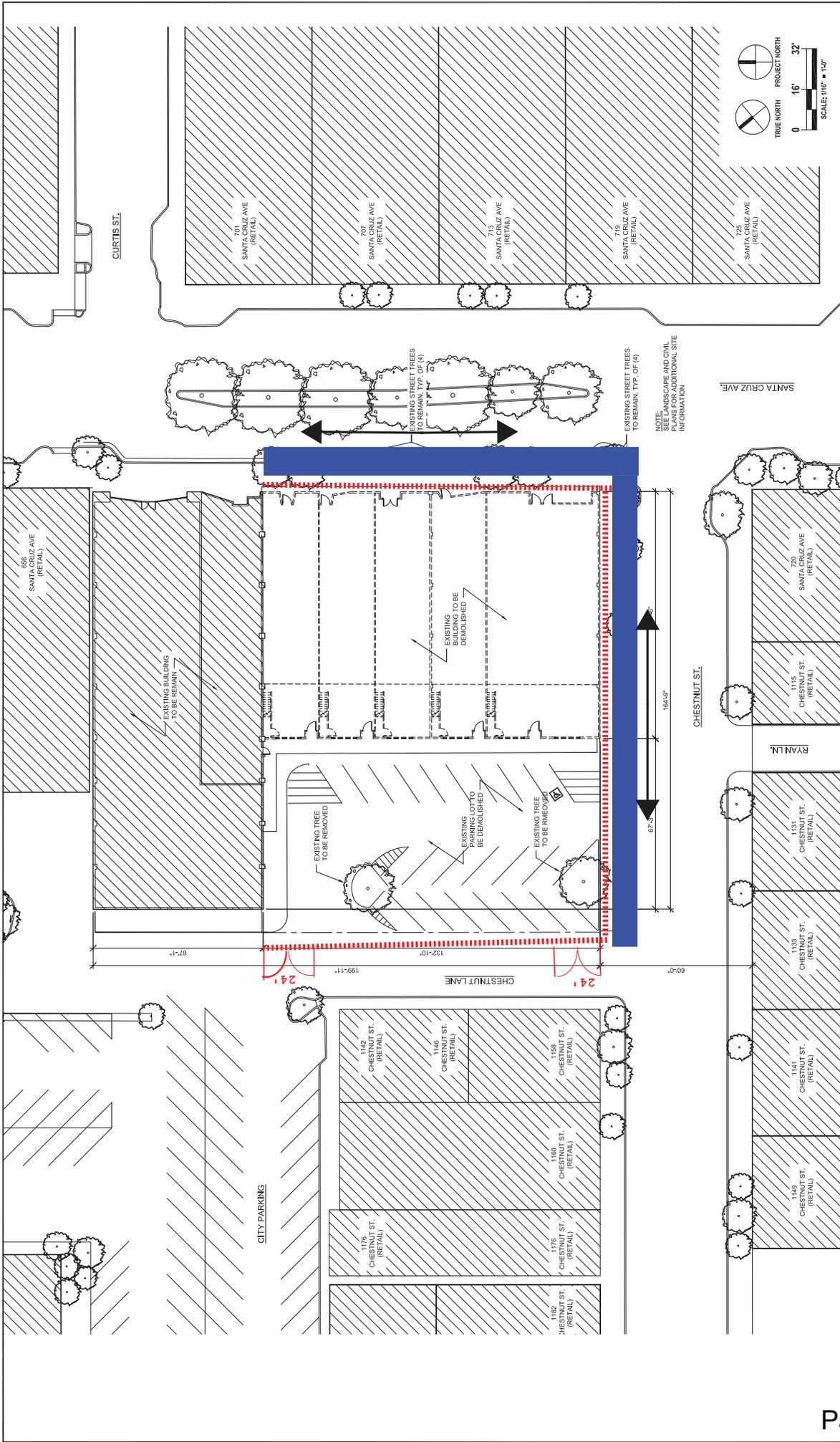
The phase 1 demo phase of this project, all subcontractors and workers will be encouraged to park offsite at the Caltrans station which is 0.3 miles from the jobsite. All residential streets will be off limits to our subcontractors. Also, all workers will be encouraged to carpool to the site. Carpooling is also researching options / possibilities of nearby parking lot spaces.

**Pre-Construction and Construction Phase**

During the 16-month duration of this project SBC will encourage all workers to park offsite at the Caltrans station which is 0.3 miles from the jobsite. Noboos and maps for the Caltrans location and fees will be posted in our jobsite trailer and will be conveyed in all SBC / subcontractor meetings. SBC will require the subcontractors to provide a monthly public transit/carpooling fee within their bids. Carpooling is also researching options / possibilities of nearby parking lot spaces. All residential areas will be off limits. SBC will also encourage subcontractors that will be working on this project to carpool to the site.

Plan/Check Comment response 2 of 1

1 of 1



706 Santa Cruz Ave, Menlo Park, CA

- Fencing
- Pedestrian/Scaffold Tunnel

# CP-8

706-716 Santa Cruz Avenue – Exhibit B - Conditions

<b>LOCATION:</b> 706-716 Santa Cruz Avenue	<b>APPLICATION:</b> PLN20222-00006	<b>APPLICANT:</b> Phillip Hyndman	<b>OWNER:</b> 706-716 Santa Cruz Ave, LLC
<b>PROJECT CONDITIONS – VESTING TENTATIVE MAP EXTENSION:</b>			
1. The vesting tentative map extension shall be subject to all conditions that were included in the City's Council's January 28, 2020 approval of the vesting tentative map and associated entitlements, except that the expiration date of the vesting tentative map is extended to January 28, 2024.			



## STAFF REPORT

**City Council**

**Meeting Date:**

**7/26/2022**

**Staff Report Number:**

**22-144-CC**

**Regular Business:**

**Authorize the city manager to execute an amendment to the professional services agreement with Team Sheeper, Inc. for continued operation of Burgess Pool through August 31, 2023**

### Recommendation

City staff recommends that City Council authorize city manager to execute an amendment (Third Amendment – Attachment A) to the professional services agreement (Agreement) between the City of Menlo Park (City) and Team Sheeper, Inc. (Provider) for continued operation of Burgess Pool, as follows:

1. Section 3 (Term) of the Agreement dated March 27, 2018, is repealed in its entirety and replaced with the following language: The term of this Agreement shall terminate August 31, 2023.
2. Except to the extent expressly modified by this Third Amendment, the terms of the Agreement, as amended by the first amendment and second amendment, shall remain effective without impairment or modification.
3. This Third Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one amendment.

### Policy Issues

City Council provides policy direction to the city manager regarding services to the community; authorizes the city manager and city attorney to negotiate and execute professional services Agreements with service providers; and sets prioritization for the use of City resources to serve the community.

### Background

On June 28, City Council reaffirmed its direction to staff to negotiate with Provider to execute an extension of the current Agreement's term through August 31, 2023 or the opening of the Menlo Park Community Campus aquatic center, whichever comes first; and provided staff some discretion to negotiate the details of various other terms that Provider had requested. The current Agreement is attached in Attachment B. Also June 28, City Council directed staff to continue preparations to issue a single request for proposals (RFP) for an aquatics operator at Burgess Pool and the future Menlo Park Community Campus (MPCC) aquatics center, to which Provider would be invited and encouraged to respond (Attachment C.)

### Analysis

On July 12, Provider informed City staff that Provider is amenable to extending the current Agreement's duration for 12 additional months ending August 31, 2023, without the possibility of ending the Agreement sooner than August 31, 2023 due to the opening of the new MPCC facility. Provider also informed City staff that Provider will withdraw its request to remove Burgess Pool from the upcoming RFP. Staff believes that Provider's proposal is substantively consistent with City Council direction, and City staff recommends that



City Council accept the proposal and authorize and city manager to execute a Third Amendment to the Agreement with these terms (Attachment A.)

If the Third Amendment is not executed and the current Agreement expires August 31, 2022, Burgess Pool would be temporarily closed until a new operator is identified. Given the complexity and risk involved in the aquatics operation, staff estimates it could take several months to secure a new operator and restart services, for example through the RFP process previously directed by City Council. For these reasons, any temporary closure would likely extend into 2023.

If City Council approves staff's recommendation to execute the Third Amendment, there would be no service interruption at Burgess Pool August 31. Continuing Provider's services at Burgess Pool for 12 additional months would allow the City to focus on developing and implementing the aquatics program through the RFP process in preparation for the MPCC aquatics center opening. Additionally, the Third Amendment would be responsive to the expressed desire by many current Burgess Pool users to continue Provider's services at Burgess Pool at this time.

### **Impact on City Resources**

In the current Agreement, the City is responsible for maintenance of the Burgess Pool facility including recurring expenditures for mechanical maintenance and repairs, custodial and landscaping services, utilities (water, sewer, electricity, gas, telephone and internet), and pool maintenance chemicals and supplies; and one-time expenditures for equipment replacements and minor facility renovations. Total expenses were approximately \$645,000 in fiscal year 2021-22.

### **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 will not result in any physical change in the environment.

### **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. Third Amendment – draft proposed
- B. Agreement – existing
- C. Hyperlink – June 28, 2022, City Council agenda item, G2. (page 298):  
[beta.menlopark.org/files/sharedassets/public/agendas-and-minutes/city-council/2022-meetings/agendas/20220628-city-council-agenda-packet.pdf](https://beta.menlopark.org/files/sharedassets/public/agendas-and-minutes/city-council/2022-meetings/agendas/20220628-city-council-agenda-packet.pdf)

Report prepared by:  
Sean Reinhart, Library and Community Services Director

Report reviewed by:  
Justin Murphy, City Manager  
Nira Doherty, City Attorney

**THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**  
(Menlo Park Aquatic Facilities)

This Third Amendment to Professional Services Agreement (“Third Amendment”) is made and executed as of July 26, 2022, by and between the City of Menlo Park, a municipal corporation (“City”) and Team Sheep, Inc., a California S Corporation (“Provider”), referred to herein collectively as “Parties.” This Third Amendment modifies the Professional Services Agreement dated March 27, 2018 by and between the Parties regarding the provision of recreational aquatics programming (“Agreement”), as amended by the First Amendment to Professional Services Agreement dated June 9, 2020 (“First Amendment”) and the Second Amendment to Professional Services Agreement dated September 15, 2020 (“Second Amendment”).

**RECITALS**

The City and Provider are entering into this Third Amendment based on the following facts, understandings and intentions:

- A. The Parties desire to continue Provider’s services at Burgess Pool through August 31, 2023.

**NOW THEREFORE**, the Parties agree as follows:

1. Section 3 (Term) of the Professional Services Agreement dated March 27, 2018 is repealed in its entirety and replaced with the following language: The term of this Agreement shall terminate on August 31, 2023.
2. Except to the extent expressly modified by this Third Amendment, the terms of the Agreement, as amended by the First Amendment and Second Amendment, shall remain effective without impairment or modification.
3. This Third Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one amendment.

**IN WITNESS WHEREOF**, the Parties have executed this Third Amendment by their duly authorized officers as of the date first set forth above.

**CITY OF MENLO PARK**

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

Approved as to Form:

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City Attorney

**ATTEST:**

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City Clerk

**TEAM SHEEPER, INC**  
501 Laurel Street  
Menlo Park, CA 94025

By: \_\_\_\_\_  
Tim Sheeper, Chief Executive Officer

Approved as to Form:

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Attorney for Team Sheeper

**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**  
(Menlo Park Aquatic Facilities)

This Second Amendment to Professional Services Agreement ("Second Amendment") is made and executed as of September 15, 2020, by and between the City of Menlo Park, a municipal corporation ("City") and Team Sheeper, Inc., a California S Corporation ("Provider"), referred to herein collectively as "Parties." This Second Amendment modifies the Professional Services Agreement dated March 27, 2018 by and between the Parties regarding the provision of recreational aquatics programming ("Agreement"), as amended by the Amendment to Professional Services Agreement dated June 9, 2020 ("First Amendment").

**RECITALS**

The City and Provider are entering into Second this Amendment based on the following facts, understandings and intentions:

- A. On March 27, 2018, the Parties entered into the Agreement whereby Provider agreed to provide recreational aquatics programming at Burgess and Belle Haven Pools in the City of Menlo Park.
- B. On February 24, 2020, by mutual written agreement, the Parties agreed to terminate Provider's services at the Belle Haven Pool effective October 1, 2020 due to a pending construction project at the Onetta Harris Community Center.
- C. The Agreement was renewed for an Extended Term that expires on August 31, 2021 with respect to the Burgess Pool.
- D. The Parties desire to extend the Provider's services at the Belle Haven Pool until the Extended Term of the Agreement expires on August 31, 2021 or until construction commences at the Onetta Harris Community Center, whichever occurs first.

**NOW THEREFORE**, the Parties agree as follows:

- 1. Provider shall continue to provide services at the Belle Haven Pool in accordance with the terms and conditions of the Agreement, as amended by the First Amendment, until the Extended Term of the Agreement expires on August 31, 2021 or until construction commences at the Onetta Harris Community Center, whichever occurs first. If terminated prior to the expiration of the Extended Term, the City will provide at least 30 days written notice to Provider of the date that construction will commence at the Onetta Harris Community Center and Provider's services at the Belle Haven Pool will be terminated.
- 2. The City shall continue to pay Provider the Belle Haven Management Fee until the Extended Term of the Agreement expires on August 31, 2021 or until construction commences at the Onetta Harris Community Center, whichever occurs first.
- 3. Except to the extent expressly modified by this Second Amendment, the terms of the Agreement, as amended by the First Amendment, shall remain effective without impairment or modification.

- 4. This Second Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one amendment.

**IN WITNESS WHEREOF**, the Parties have executed this Second Amendment by their duly authorized officers as of the date first set forth above.

**CITY OF MENLO PARK**

DocuSigned by:  
 Sean Reinhart  
 45C048B9664E4B5

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

Approved as to Form:

DocuSigned by:  
 Cara E. Silver  
 CD6C53C794F6491...

\_\_\_\_\_

Interim City Attorney

**ATTEST:**

\_\_\_\_\_  
 City Clerk

**TEAM SHEEPER, INC**  
 501 Laurel Street  
 Menlo Park, CA 94025

DocuSigned by:  
 Tim Sheeper  
 09FDB12D95194EC...

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

Tim Sheeper, Chief Executive Officer

Approved as to Form:

DocuSigned by:  
 Albert Flor  
 5C72947A53F94D7

\_\_\_\_\_

Attorney for Team Sheeper

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**  
(Menlo Park Aquatic Facilities)

This Amendment to Professional Services Agreement (“Amendment”) is made and executed as of June 9, 2020, by and between the City of Menlo Park, a municipal corporation (“City”) and Team Sheeper, Inc., a California S Corporation (“Provider”), referred to herein individually as “Party” and collectively as “Parties.” This Amendment modifies the Professional Services Agreement dated March 27, 2018 by and between the Parties regarding the provision of recreational aquatics programming (“Agreement”) and will become effective upon the approval by the City of the reopening the Burgess and Belle Haven Pools in accordance with the standards set by the San Mateo County Health Officer, as provided below.

**RECITALS**

The City and Provider are entering into this Amendment based on the following facts, understandings and intentions:

- A. On March 27, 2018, the Parties entered into the Agreement whereby Provider agreed to provide recreational aquatics programming at Burgess and Belle Haven Pools in the City of Menlo Park.
- B. On February 24, 2020, by mutual written agreement, the Parties agreed to terminate the Belle Haven Pool service effective October 1, 2020 in light of a pending construction project at the Onetta Harris Community Center.
- C. On March 4, 2020, the Governor of the State of California declared a state of emergency to help the state prepare for the spread of the novel coronavirus named COVID-19.
- D. On March 10, 2020, the San Mateo County Health Officer issued a statement that evidence existed of widespread community transmissions of COVID-19 in San Mateo County.
- E. On March 11, 2020, the City Council of the City of Menlo Park declared a local emergency based on the COVID-19 world pandemic. Effective immediately, all City facilities were closed to the public.
- F. Effective March 12, 2020, Provider closed the Burgess Pool for all services with the goal of keeping people safe and preventing the spread of COVID-19.
- G. On March 16, 2020, the San Mateo Health Officer issued an order that, among other things, directed all individuals currently living within San Mateo County to shelter in their place of residence and authorized individuals to leave their residences only for certain essential activities (“Shelter-in-Place Order”).
- H. On March 27, 2020, the City pursuant to City of Menlo Park Director of Emergency Services/City Manager Emergency Order No. 2 (“Order No. 2”) closed all public facilities including the Burgess Pool and the Belle Haven Pool to help slow the spread of COVID-19.

- I. The State of California has developed a resilience roadmap that identifies four stages to reopening: stage 1 (safety and preparedness), stage 2 (lower risk workplaces), stage 3 (higher risk workplaces), and stage 4 (end of stay at home order).
- J. On May 15, 2020 the San Mateo County Health Officer issued a revised Shelter-in-Place Order, inclusive of appendixes, that in this second stage allows the reopening of public pools subject to certain safety precautions ("Revised Order"). A copy of the Revised Order is attached hereto as Exhibit A. The Revised Order was subsequently amended on May 29 to allow, with restrictions and safety measures, places of worship to hold services and retail stores to allow customers inside. The Parties anticipate that the County of San Mateo will continue to issue revised orders during this time of local emergency.
- K. On May 19, 2020, Provider submitted a plan to the City to operate the Burgess Pool in accordance with the Revised Order, but it was not legal to reopen based on the City's March 11, 2020 declaration of emergency and Order No. 2 closing public facilities, including the Burgess and Belle Haven pools. On June 2, Provider submitted a revised plan to reopen both the Burgess Pool and the Belle Haven Pool attached hereto as Exhibit B.
- L. The Parties desire to provide for a reopening process for the Burgess Pool and the Belle Haven Pool in the event the Director of Emergency Services modifies Order No. 2 and allows the opening of public facilities.
- M. The City and Provider desire to enter into this Amendment to memorialize the process of reopening the Burgess Pool and Belle Haven Pool throughout the stages, until the local emergency is terminated.

**NOW THEREFORE**, the Parties agree as follows:

- 1. The Parties agree that given the above described conditions, Provider has been unable to perform the Services described in the Agreement since March 12, 2020. The Parties further agree that until the City modifies Order No. 2, Provider is not legally allowed by the City to operate because public facilities are closed. The Parties further agree that the Agreement is in full force and effect and neither Party is in default.
- 2. The parties agree that Provider will resume services under the Agreement within five days, or earlier, of the Emergency Director's modification of Order No. 2 to allow the re-opening the pools.
- 3. While the local emergency is in effect, Provider shall adhere to the social distancing protocols and best practices established by the County of San Mateo Health Officer on May 15, 2020, a copy of which is attached hereto and incorporated herein as Exhibit C, and as may be modified from time to time. In addition, Provider shall comply with all legally required safety precautions identified in the Revised Order and any future orders issued by the Governor, the San Mateo County Health Officer or the City of Menlo Park affecting public swimming pools. Safety precautions include but are not limited to the use of personal protective equipment, social distancing requirements, symptom checks and tracking attendance. Furthermore, Provider shall continue to comply with any and all city,

county, state and federal laws and regulations related to pool and aquatic program operations as required by the Agreement.

4. It is of critical importance to the City that the Belle Haven Pool be reopened at the same time as the Burgess Pool to ensure that recreational aquatics opportunities are available to the whole community. Provider agrees to reopen both the Burgess Pool and the Belle Haven Pool concurrently within five days or earlier from the modification of Order No. 2 allowing the reopening of the pools, consistent with the phases identified in the Provider's reopening plan, attached hereto as Exhibit B and provide any and all services included in the Scope of Services which are legally allowable pursuant to the Revised Order, including but not limited to lap swim. The use of the locker rooms is not allowed in the second phase of reopening. Limited use of bathrooms will be provided for as documented in Exhibit B.
5. Provider agrees to increase the services and provide any and all services included in the Scope of Services at both the Burgess Pool and the Belle Haven Pool as soon as provision of such services is both legally allowable pursuant to any state, county or local law and Provider is reasonably able to comply with any and all legally required safety precautions. SOLO swim team will be allowed to return to pool usage as soon as the Provider and SOLO agree upon and can accommodate the safety precautions required by San Mateo County Health Order. Prior to use of the pool, SOLO shall acknowledge in writing its acceptance of such precautions and agreement to abide by the terms of this Amendment. The City understands that the application of required safety precautions at the Burgess and Belle Haven pools is nuanced and that it is possible that activities that are allowed under existing health orders and directives may still be deemed unsafe by the Provider. In such situation, Provider shall provide written notice to and obtain consent, which may not be unreasonably withheld, from the City Manager or her designee for such adjustments.
6. In accordance with Paragraph 6 of the Agreement, the Parties will work together during the second and third stage to modify operations, access and schedule as appropriate. Provider agrees to provide weekly reports regarding capacity, residents/non-residents use, and fee subsidies provided for each pool and the Parties agree to meet and confer as necessary to address any issues. Any schedule modifications shall be subject to approval by the City Manager or her designee and shall be acted on within a commercially reasonable time (typically within 48 hours of request) and shall not be unreasonably withheld. The Parties acknowledge that the situation relative to COVID-19 may change rapidly and the stage may be increased or decreased. The Parties agree to allow a commercially reasonable time to respond to requests for modification. If the City returns to stage one and public facilities are again closed, Provider will cease operations immediately without need for a modification request.
7. The term of this Amendment shall continue until the fourth stage of the County's Orders and the City's termination of the local emergency after which time this Amendment will terminate and the Agreement will continue unamended.
8. The City shall pay the Provider the Belle Haven Management Fee for the period beginning June 1, 2020 through the pool's scheduled closing on October 1, 2020, as previously agreed.



9. Provider shall be granted access to the Burgess Pool and Belle Haven Pools only for preparation for opening no later than Friday June 5 through Tuesday June 9 and then after the Emergency Director's modification of Order No. 2 reopening the pools. Any time and expense to prepare the use of the pool prior to the modification of Order No. 2 shall be Provider's sole cost and expense understanding Order No. 2 may or may not be modified on June 9.
10. The Parties acknowledge that the COVID-19 crisis has placed Provider in a precarious financial position. Nevertheless, Provider is prepared to move forward and open the pools. In consideration of this Amendment, Provider shall have the right to terminate this Amendment and the original Agreement upon demonstrating to the City Manager that continuing operation would not be financially feasible with 30 days written notice provided to City.
11. In addition to the indemnification identified in Paragraph 24 of the Agreement, Provider specifically agrees to indemnify and hold the City, its Council, Commissions, agents, officers, volunteers or employees harmless from any and all claims, legal action or causes of action related to contraction of the COVID-19 virus at either pool alleged by any source, including but not limited to Provider's employees and pool patrons, during Provider's use of the Premises. Provider's indemnification obligation as set forth herein will include any and all costs, expenses, attorneys' fees and liability incurred by the Provider or any person in defending against such claims, whether the same proceed to judgment or not. The Provider will, at its own expense and upon written request by the City, defend any such suit or action brought against the City, its Council, Commissions, members, agents, officers, volunteers or employees. This section will survive the expiration or termination of this Amendment. This indemnity obligation will not cover any COVID-19 related claims that are based on the actions or negligence of the City, its employees, representatives or contractors (other than the Provider and its employees, subcontractors and agents).
12. Except to the extent expressly modified by this Amendment, the terms of the Agreement shall remain effective without impairment or modification.
13. This Agreement shall be effective only if the City allows Provider to open the pools in accordance with the San Mateo County Health officer's guidelines on or before June 12, 2020.
14. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one Amendment.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment by their duly authorized officers as of the date first set forth above.

**CITY OF MENLO PARK**

DocuSigned by:  
By: Starla Jerome Robinson  
6BD907BD261744C...

Approved as to Form:

DocuSigned by:  
*Cara E. Silver*  
CD6C53C794F6491...

Interim City Attorney

**ATTEST:**

DocuSigned by:  
*[Signature]*  
39280A20D0BE491...

City Clerk

**TEAM SHEEPER, L.L.C.**

501 Laurel Street

Menlo Park, CA 94025

By: DocuSigned by:  
*Tim Sheeper*  
8D6D4B94CF7B4BC...

Tim Sheeper, Chief Executive Officer

Approved as to Form:

DocuSigned by:  
*[Signature]*  
088537C219464F5...

Attorney for Team Sheeper



Public Health, Policy & Planning  
225 37th Avenue  
San Mateo, CA 94403  
smchealth.org

## Order No. c19-5d – Appendix C-2: Allowed Additional Activities

May 15, 2020

### General Requirements

The “Additional Activities” listed below may resume, subject to the requirements set forth in the Order and to any additional requirements set forth below or in separate guidance by the Health Officer. These activities were selected to implement an initial measured expansion of activity based on health-related considerations including the risks of COVID-19 transmission associated with types and modes of activity, the ability to substantially mitigate transmission risks associated with the operations, and related factors, such as the following:

- **Increase in mobility and volume of activity**—the overall impact resumption of the activity will have on the number of people leaving their homes and interacting with others in the community;
- **Contact intensity**—the type (close or distant) and duration (brief or prolonged) of the contact involved in the activity;
- **Number of contacts**—the approximate number of people that will be in the setting at the same time;
- **Modification potential**—the degree to which mitigation measures can decrease the risk of transmission.

### List of Additional Activities

Notwithstanding Section 15.a regarding outdoor recreation areas and shared recreation facilities, for the purposes of this Order Additional Activities include the following:

- (1) Indoor and outdoor pools, outdoor recreation areas, and outdoor shared recreation facilities may be opened, but only if they are actively monitored and managed to ensure that the facility is either (1) only used by members of the same household or (2) used in a manner that ensures that all social distancing, face covering and all other requirements (including the prohibitions against gathering and shared equipment), including Health Officer orders, are enforced. Any measures put in place must be reflected in the required posted written protocols.
  - a. Basis for Addition. Indoor and outdoor pools, outdoor recreation areas, and outdoor shared recreation facilities that are actively managed and monitored in a manner that ensures that the social distancing, face covering and all other requirements (including the prohibitions against gathering and shared equipment), including Health Officer orders, are enforced, the likelihood of transmission is significantly reduced.



**Team Sheep**  
**Burgess and Belle Haven Pool**  
**Covid-19 Operations**  
**2020 Reopening**  
**Standard Operating Procedures**

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## **General Operations**

### **Introduction**

This document has been created to operate under the safety guidelines for covid -19 to ensure the safety of staff and participants. These policies and procedures will outline staff, consumer and facility operations. This document will be updated regularly as County, City, CDC guidelines change for the covid-19 response. Our company will align daily on updates and new guidelines, and this document will change as those guidelines are updated.

### **Phases in Reopening**

These Phases are subject to change depending on county and city guidelines. The plan outlines what could be possible for us to offer to the community under current guidelines but could change as far as timeline.

#### **Phase 1.**

This phase will open the facility with minimal programming. The programming will be limited to Lap Swimming and Summer Camps. This will ensure that the facility is operating in a manner that is safe for all and will be able to adhere to county guidelines. We hope to move to phase 2 fairly quickly, once operations are smoothly operating.

#### **Phase 2.**

This phase will begin to add small amounts of programming within the facility. These programs will be Masters Swimming, Swim Lessons and Open Swim for families in the same household in designated areas for their family. Again, this phase will last as long as it takes for smooth operations, then the next phase will be undertaken.

#### **Phase 3.**

Phase 3 will consist of adding in Aqua-fit, potential locker rooms, more restroom usage for patrons, showers, front office and youth sports.

#### **Phase 4.**

This phase will only happen when guidelines allow normal operations with full programming. This will include continued enhanced cleaning and disinfecting. This phase will continue to modify all programming as guided by the county and city recommendations.

## Facility Operations

### San Mateo County Operating Guidelines

#### A letter from the San Mateo County Health Department

Dear Pool Owners,

On Friday, May 15, 2020, the San Mateo County Pool Program received the Health Officer's Order regarding the reopening of public pools. We are excited that San Mateo County residents now have a new option for exercise during this unprecedented time. Spas must continue to remain closed per this Order.

We received many inquiries about how to safely open public pools. The attached documents are guidelines for you to use as a reference. The Order must be adhered to in its entirety while allowing your pool to operate. You must post PROTOCOLS (unique to pools per Appendix C-2) and include all required information for PROTOCOLS FOR BUSINESSES (per May 15 Order, bullet 15.h), and SIGNAGE (per May 15 Order, bullet 15.h.vii). We have attached samples to assist you, but you can create your own. Protocols and signage must be posted conspicuously at the gate entry or other easily viewable location for patrons and law enforcement to review. We recommend that these documents be laminated or placed in plastic sleeves to prevent deterioration or water damage.

Refer to the attachments for details. Feel free to add additional protocols in the attached samples for further safe practices.

Highlights to remember:

- Pool operators (i.e., HOA, apartment and hotel management) are legally responsible for ensuring the pool's operation is compliant with the Order and must actively manage the pool's operation and compliance with the Order.
- Gatherings are still prohibited (i.e., the pool deck cannot be open for lingering/loitering of non-family members)
- Minimum of 6-foot Social Distancing (100% requirement, in and out of the pool)
- Face coverings are mandatory when not in the pool
- Locker rooms cannot be occupied
- Restrooms, if open, must have a rigorous cleaning and disinfection protocol

- Equipment in the pool area, including deck furniture, must be wiped down after EACH use

We will be resuming our inspections but will leave if site conditions are unsafe for our staff. If this occurs, you may be charged a reinspection fee.

Don't hesitate to contact our office (email: [ngwong@smcgov.org](mailto:ngwong@smcgov.org)) if you have any additional questions.

Sincerely,

**San Mateo County Swimming Pool Program**

Environmental Health Services San Mateo County Health (650) 372-6200

**Order No. c19-5d – Appendix C-2: Allowed Additional Activities May 15, 2020**

**General Requirements**

The “Additional Activities” listed below may resume, subject to the requirements set forth in the Order and to any additional requirements set forth below or in separate guidance by the Health Officer. These activities were selected to implement an initial measured expansion of activity based on health-related considerations including the risks of COVID-19 transmission associated with types and modes of activity, the ability to substantially mitigate transmission risks associated with the operations, and related factors, such as the following:

- **Increase in mobility and volume of activity**—the overall impact resumption of the activity will have on the number of people leaving their homes and interacting with others in the community;
- **Contact intensity**—the type (close or distant) and duration (brief or prolonged) of the contact involved in the activity;
- **Number of contacts**—the approximate number of people that will be in the setting at the same time;
- **Modification potential**—the degree to which mitigation measures can decrease the risk of transmission.

**List of Additional Activities**

Notwithstanding Section 15.a regarding outdoor recreation areas and shared recreation facilities, for the purposes of this Order Additional Activities include the following:



(1) Indoor and outdoor pools, outdoor recreation areas, and outdoor shared recreation facilities may be opened, but only if they are actively monitored and managed to ensure that the facility is either (1) only used by members of the same household or (2) used in a manner that ensures that all social distancing, face covering and all other requirements (including the prohibitions against gathering and shared equipment), including Health Officer orders, are enforced. Any measures put in place must be reflected in the required posted written protocols.

a. Basis for Addition. Indoor and outdoor pools, outdoor recreation areas, and outdoor shared recreation facilities that are actively managed and monitored in a manner that ensures that the social distancing, face covering and all other requirements (including the prohibitions against gathering and shared equipment), including Health Officer orders, are enforced, the likelihood of transmission is significantly reduced.

## **Burgess Pool**

### **Entrance and Exiting Facility**

#### **Entrance**

To enter the pool facility patrons must comply with county guidelines or will be refused service and not allowed to enter pool.

- 1.Social Distancing
- 2.Wearing a facemask
- 3.Temperature taken before entry

As patrons enter the facility there will be social distancing dots on the ground for them to line up at a minimum of 6ft apart. Patrons not wearing a mask will be asked to please put one on and if they do not have one, they will have to come back when they do have one. There will be a door monitor to ensure patrons are following facility guidelines.

Once patrons have confirmed lane reservation, they will be given a number of a lane and then taken to their appropriate lane. Swimmers will be spaced out on even and odd lanes. (See Exhibit)

#### **Front Desk Entrance**

The location of the front desk will be inside of the building where there will be two open doors to reduce high touch points in building. Patrons will wait outside the front desk area until called in by the entrance monitor. Staff will be trained and prepare to interact with the public in a safe manner. Staff will be required to wear a facemask at all times while on duty. There will be a plexiglass shield installed for the protection of the staff member and patron being served. All payments will be taken prior to patrons' arrival via

registration system online or through our App on Apple or google store or the patron may call in to the pool to reserve a space in the pool.

Extra cleaning of this area will be done on an hourly bases to the entire front desk area. Doors to the facility will be left open to ensure there is no high touch points for staff or patrons.

### **Exiting Pool**

When Patrons lane time is up a whistle will sound and patrons will exit their lane, dress and exit through the back of the facility while continuing to follow social distancing guidelines. Patrons will have 5 minutes to exit pool and leave so that the next set of swimmers can be brought into the facility. There will be an exit door monitor to ensure no patrons enter in the through the exit and to ensure the safety of all exiting the facility. Patrons will exit to the rear of the facility. See Exhibit

### **Locker rooms**

Locker rooms will be closed to the public for the unforeseen future (or phase 3). Patrons will have to come to the pool in their swimsuit prior to arrival to the pool.

### **Bathrooms**

There will be one restroom available for patrons to use. This restroom with be disinfected after each use to ensure safety for anyone using the facility.

There will also be a staff restroom that will be closed to the public and will also be disinfected by a staff member after each use.

## **Belle Haven Pool**

### **Entrance and Exiting Facility**

#### **Entrance**

To enter the pool facility patrons must comply with county guidelines or will be refused service and not allowed to enter pool.

- 1.Social Distancing
- 2.Wearing a facemask
- 3.Temperature taken before entry

As patrons enter the facility there will be social distancing dots on the ground for them to line up at a minimum of 6ft apart. Patrons not wearing a mask will be asked to

please put one on and if they do not have one, they will have to come back when they do have one. There will be a door monitor to ensure patrons are following facility guidelines.

Once patrons have confirmed lane reservation, they will be given a number of a lane and then taken to their appropriate lane. Swimmer will be spaced out on even and odd lanes.

### **Front Desk Entrance**

The location of the front desk will be inside building. Staff will be trained and prepare to interact with the public in a safe manner. Staff will be required to wear a facemask at all times while on duty. There will be a plexiglass shield installed for the protection of the staff member and patron being served. All payments will be taken prior to patrons' arrival via registration system online or through our App on Apple or google store.

Extra cleaning of this area will be done on an hourly bases to the entire front desk area. Doors to the facility will be left open to ensure there is no high touch points for staff or patrons.

### **Exiting Pool**

When Patrons lane time is up a whistle will sound and patrons will exit their lane dress and exit through the back of the facility while continuing to follow social distancing guidelines. Patrons will have 5 minutes to exit pool and leave so that the next set of swimmers can be brought into the facility. There will be a exit door monitor to ensure no patrons enter in the through the exit and to ensure the safety of all exiting the facility. Patrons will exit to the rear of the facility. See Exhibit

### **Locker rooms**

Locker rooms will be closed to the public for the unforeseen future (or phase 3). Patrons will have to come to the pool in their swimsuit prior to arrival to the pool.

### **Bathrooms**

There will be one restroom available for patrons to use. This restroom with be disinfected after each use to ensure safety for anyone using the facility.

There will also be a staff restroom that will be closed to the public and will also be disinfected by a staff member after each use.

## Cleaning/Disinfecting Program

To ensure safe operations of the facility there will be an increase of frequency, documentation and training on proper cleaning, protection and frequency of the facility.

### General cleaning guidelines from the CDC

#### How to clean and disinfect

##### Clean

- **Wear disposable gloves** to clean and disinfect.
- **Clean surfaces using soap and water, then use disinfectant.**
- Cleaning with soap and water **reduces number of germs, dirt and impurities** on the surface. **Disinfecting kills germs** on surfaces.
- **Practice routine cleaning** of frequently touched surfaces.
  - - More frequent cleaning and disinfection may be required based on level of use.
    - Surfaces and objects in public places, such as shopping carts and point of sale keypads should be cleaned and disinfected before each use.
- **High touch surfaces include:**
  - Tables, doorknobs, light switches, countertops, handles, desks, phones, keyboards, toilets, faucets, sinks, etc.

##### Disinfect

- **Recommend use of disinfectant**  
**Follow the instructions on the label** to ensure safe and effective use of the product.  
Many products recommend:
  - Keeping surface wet for a period of time (see product label).
  - Precautions such as wearing gloves and making sure you have good ventilation during use of the product.

**Always read and follow the directions on the label** to ensure safe and effective use.

- Wear skin protection and consider eye protection for potential splash hazards
- Ensure adequate ventilation
- Use no more than the amount recommended on the label
- Use water at room temperature for dilution (unless stated otherwise on the label)
- Avoid mixing chemical products
- Label diluted cleaning solutions
- Store and use chemicals out of the reach of children and pets

You should never eat, drink, breathe or inject these products into your body or apply directly to your skin as they can cause serious harm. Do not wipe or bathe pets with these products or any other products that are not approved for animal use.

- **Diluted household bleach solutions may also be used** if appropriate for the surface.
  - Check the label to see if your bleach is intended for disinfection and has a sodium hypochlorite concentration of 5%–6%. Ensure the product is not past its expiration date. Some bleaches, such as those designed for safe use on colored clothing or for whitening may not be suitable for disinfection.
  - Unexpired household bleach will be effective against coronaviruses when properly diluted.  
**Follow manufacturer’s instructions** for application and proper ventilation. Never mix household bleach with ammonia or any other cleanser.  
**Leave solution** on the surface for **at least 1 minute.**
  - **To make a bleach solution**, mix:
    - 5 tablespoons (1/3rd cup) bleach per gallon of room temperature water  
OR
    - 4 teaspoons bleach per quart of room temperature water
- Bleach solutions will be effective for disinfection up to 24 hours.
- **Alcohol solutions with at least 70% alcohol may also be used.**

### Soft surfaces

For soft surfaces such as carpeted floor, rugs, and drapes

- **Clean the surface using soap and water** or with cleaners appropriate for use on these surfaces.
- **Launder items** (if possible) according to the manufacturer’s instructions. Use the warmest appropriate water setting and dry items completely.

OR

- **Disinfect with an EPA-registered household disinfectant.** These disinfectants meet EPA's criteria for use against COVID-19.
- **Vacuum as usual.**

## Electronics

For electronics, such as tablets, touch screens, keyboards, remote controls, and ATM machines

- Consider putting a **wipeable cover** on electronics.
- **Follow manufacturer's instruction** for cleaning and disinfecting.
  - If no guidance, **use alcohol-based wipes or sprays containing at least 70% alcohol.** Dry surface thoroughly.

Cleaning and disinfecting your building or facility if someone is sick

- **Close off areas** used by the person who is sick.
  - Companies do not necessarily need to close operations, if they can close off affected areas.
- **Open outside doors and windows** to increase air circulation in the area.
- **Wait 24 hours** before you clean or disinfect. If 24 hours is not feasible, wait as long as possible.
- Clean and disinfect **all areas used by the person who is sick**, such as offices, bathrooms, common areas, shared electronic equipment like tablets, touch screens, keyboards, remote controls, and ATM machines.
- **Vacuum the space if needed.** Use vacuum equipped with high-efficiency particular air (HEPA) filter, if available.
  - Do not vacuum a room or space that has people in it. Wait until the room or space is empty to vacuum, such as at night, for common spaces, or during the day for private rooms.
  - Consider temporarily turning off room fans and the central HVAC system that services the room or space, so that particles that escape from vacuuming will not circulate throughout the facility.
- Once area has been **appropriately disinfected, it can be opened for use.**
  - **Workers without close contact** with the person who is sick can return to work immediately after disinfection.
- If **more than 7 days** since the person who is sick visited or used the facility, additional cleaning and disinfection is not necessary.
  - Continue routine cleaning and disinfection. This includes everyday practices that businesses and communities normally use to maintain a healthy environment.

## Cleaning and disinfecting outdoor areas

- Outdoor areas, like **playgrounds in schools and parks** generally require **normal routine cleaning**, but **do not require disinfection.**

- Do not spray disinfectant on outdoor playgrounds- it is not an efficient use of supplies and is not proven to reduce risk of COVID-19 to the public.
- High touch surfaces made of plastic or metal, such as grab bars and railings should be cleaned routinely.
- Cleaning and disinfection of wooden surfaces (play structures, benches, tables) or groundcovers (mulch, sand) is not recommended.
- **Sidewalks and roads should not be disinfected.**
  - Spread of COVID-19 from these surfaces is very low and disinfection is not effective.

### When cleaning

- **Regular cleaning staff** can clean and disinfect community spaces.
  - Ensure they are trained on appropriate use of cleaning and disinfection chemicals.
- **Wear disposable gloves and gowns for all tasks in the cleaning process, including handling trash.**
  - Additional personal protective equipment (PPE) might be required based on the cleaning/disinfectant products being used and whether there is a risk of splash.
  - Gloves and gowns should be removed carefully to avoid contamination of the wearer and the surrounding area.
- **Wash your hands often** with soap and water for 20 seconds.
  - Always wash immediately after removing gloves and after contact with a person who is sick.
  - Hand sanitizer: If soap and water are not available and hands are not visibly dirty, an alcohol-based hand sanitizer that contains at least 60% alcohol may be used. However, if hands are visibly dirty, always wash hands with soap and water.

**Always read and follow the directions on the label** to ensure safe and effective use.

- Keep hand sanitizers away from fire or flame
- For children under six years of age, hand sanitizer should be used with adult supervision
- Always store hand sanitizer out of reach of children and pets
- **Additional key times to wash hands** include:
  - After blowing one's nose, coughing, or sneezing.
  - After using the restroom.
  - Before eating or preparing food.
  - After contact with animals or pets.
  - Before and after providing routine care for another person who needs assistance (e.g., a child).

Training: All staff will be retrained on cleaning practices and what safety precautions are needed to clean facilities. There will be an added segment to this on infections disease and how to prevent spread of bacteria and viruses in a safe manor.

Documentation: All employees must document the time and work done for the cleaning duty. Each location in the facility will have different requirements of frequency and specifics depending on use of location.

## **Staff Operations**

### **GENERAL GUIDELINES**

Staff will be required to check in at the beginning of each shift with a manager at a designated location on site.

1. Temperature will be taken
2. Asked if they have had any symptoms
3. Then assigned duties for the day
4. Safety meeting and education
5. At the end of the day another temperate will be taken on their way out

During Shift:

1. Staff will have to wear a facemask at all times
2. Comply with social distancing guidelines
3. Staff will not share any items to be used for work or any other purposes

### **Daily Health checks**

Employees will be required to fill out a digital daily health check form to ensure of their health and wellness and all others. This form will ask their name, temp, and symptoms in the last 48 hours. Once the form is filled out, they will be cleared for work

Patrons will have their temperature checked before entering the facility and signs will be posted about self-health and wellness checks. Patrons will be asked if they have felt any symptoms of illness at all that they not enter the facility or participate in any program. They will also be asked if they do test positive for covid-19 in the next 14 days of use of facility that they contact by email immediately.

### **Covid-19 Positive Operations**

If an employee is found positive for Covid-19 and has been on site the facility will be closed for a minimum of 24 hours, until all other employees on that shift have been tested and are clear to work. Employees contacts at the facilities will be traced to ensure no others are found ill.



If a patron is found to have been at the facility and tested positive for covid-19 the facility will be shut down for a minimum of 24 hours to ensure we can trace possible infection and notify employees of possible exposure.

### **Daily PPE Requirements**

Staff will be required to wear a facemask and sanitize their hands regularly. During an emergency there will be an increased level of PPE. This will be found in the emergency section of this document.

Patrons will be required to wear a facemask while walking through and around the facility. Patrons are allowed to remove their mask while swimming. They will be asked to wear the mask as they exit the facility.

## **Emergency Operations**

### **Emergency Action Plan**

#### **Whistle Cadences**

*ONE BLAST*: grab the attention of individual patron  
*TWO BLAST*: grab the attention of another guard  
*THREE BLAST*: activate the EAP  
*ONE LONG BLAST*: clear the pool

#### **Primary Guard**

- Identify situation & activate EAP
- Approach Victim
  - Water emergency: Perform appropriate rescue
  - Land emergency: Size up the Scene & acquire Expressed Consent
- Primary assessment
- Perform appropriate care
- Secondary Assessment
- Report, Advise, Release

#### **Secondary Guard** (*most available guard*)

- Bring necessary equipment
  - Backboard
  - AED
  - First Aid
- *\*Bring first what is most important to the situation*
- Assign someone to call 911 & come back

- Assist Primary guard

### **Assisting Responders**

- Clear pool & deck as needed
- Inform Front Desk of emergency
- Ensure EMS services are on their way
- Assist rescuers

### **When EMS Arrives**

- Meet EMS on street & direct to emergency

### **When EMS Leaves**

- *Primary guard & Leadership staff* - Report, Advise, Release

### **Lifeguard Emergency Response**

In the event someone needs CPR staff will put on full PPE to include, Face Mask, Eye Protection and gloves.

### **General Prevention for COVID-19 Transmission During CPR and First Aid**

While there is currently no specific data on COVID-19 transmission while performing CPR or giving first aid, it is reasonable to conclude that chest compressions have the potential to generate respiratory droplets or aerosols and close contact needed for some aspects of first aid may have risk of transmission.

### **PPE**

For responders and those who may need to provide care to someone suspected to have COVID-19. We will require wearing PPE as recommended by CDC, this would be wearing respiratory protection using a respirator (e.g. N-95 mask), eye protection, disposable gloves and a disposable isolation gown if possible. Per CDC guidance facemasks are an acceptable alternative when there is shortage of N-95. During the COVID-19 pandemic, for all persons requiring CPR, personal protective equipment (PPE) such as gloves and face mask should be worn, if available.. We recognize that for lay responders, CPR and first aid is often performed for household members where there would have already been close contact and exposure.

We recommend placing a face mask or cloth covering over the mouth and nose of the victim may reduce the risk of transmission. If only 1 mask is available and it is a simple face mask, we recommend placing it on the victim.

## **Guidance for Performing a Breathing Assessment and Rescue Breaths in Children or Adults**

While CPR with breaths has been shown to be beneficial when compared to compression-only CPR, during the COVID-19 outbreak, it is currently recommended that no rescue breaths be performed for adult cardiac arrest patients with confirmed or suspected COVID-19, due to the risk of disease transmission. The following measures are recommended and may be associated with a decreased risk of transmitting the virus:

- When assessing for normal breathing, we recommended that the CPR/first aid care provider looks for breathing but does not listen or feel for the victim's breathing, as this will minimize potential exposure.
- We recommend that adult victims of sudden cardiac arrest receive continuous compression-only CPR from their CPR/first aid care provider until emergency personnel arrive. *Note: Compression-only CPR saves lives compared to no CPR.*
- Cardiac arrests that occur after a breathing problem (which is often the case in infants and young children), drowning and drug overdoses may benefit from standard CPR that includes compressions and rescue breaths. *Note: It is recognized that in some of the cases, the victim may also have COVID-19. However, if a lay responder is unable or unwilling to provide rescue breathing with CPR, compression-only CPR should be initiated.*

## **Guidance for Compressions**

Chest compressions and use if an AED is available is recommended for every cardiac arrest victim. Whether or not a cardiac arrest victim is suspected of having COVID-19, 9-1-1 should be called and, if available, an AED should be used.

## **Guidance for AED Application & Use**

No studies to date have shown that defibrillation generates respiratory droplets or aerosols, and it is known that prompt use of AEDs save the lives of cardiac arrest victims. In addition, the current methods of automatic external defibrillation use hands-free methods via adhesive pads that allow performance without direct contact with the victim.

- If an AED is available, it should be applied and used consistently with the manufacturer's guidelines while waiting for emergency personnel to arrive.
- If gloves are available, they should be worn.
- The AED device should be cleaned with disinfectant after use.

## Cleaning & Disinfection After First Aid Care

While still wearing personal protective equipment, clean and disinfect items that touched the victim. After cleaning, dispose of your personal protective equipment and perform hand hygiene. Surfaces should be cleaned using a detergent or soap and water prior to disinfection.

- For Hard Surfaces:
  - Diluted household bleach solutions, alcohol solutions with at least 70% alcohol and most common EPA-registered household disinfectants should be effective.
  - Products with EPA-approved emerging viral pathogens claims are expected to be effective against COVID-19 based on data for harder to kill viruses. Follow the manufacturer's instructions for all cleaning and disinfection products (e.g., concentration, application method and contact time, etc.). In their absence, products with label claims against human coronaviruses or other viruses should be used according to label instructions.
  
- For Soft or Porous Surfaces
  - For surfaces such as carpeted floor, rugs, and drapes; remove visible contamination if present, and clean with appropriate cleaners indicated for use on these surfaces.
  - After cleaning, wash items as appropriate in accordance with the manufacturer's instructions. If possible, wash items using the warmest appropriate water setting and dry completely or use products with the EPA-approved emerging viral pathogens claims that are suitable for porous surfaces.
  
- For Clothing:
  - Do not shake dirty laundry. This will minimize the possibility of dispersing virus through the air.
  - Launder items as appropriate in accordance with the manufacturer's instructions. If possible, launder items using the warmest appropriate water setting for the items and dry items completely.
  - If clothing cannot be immediately laundered, store in a sealed disposable bag.

- Alternatives to EPA-registered disinfectants include:
  - Diluted household bleach: Mix 5 tablespoons (1/3 cup) bleach per gallon of water, or 4 teaspoons bleach per quart of water. Make sure you have proper ventilation and that the bleach is not expired.
  - Alcohol solutions: Ensure your solution has at least 70% alcohol.

## Program Operations Burgess

### Lap Swimming

Patrons will register for a lane online or by phone prior to arriving at the aquatic facility, to include payment online only. We will not be accepting cash at this time. Patrons will line up on the side gate of the pool where there will be lines for them to stand to stage for their turn to come into the facility. All social distancing guidelines will be adhered to or the patron may be ask to leave to include.

1. **Wearing a facemask** until about to get into pool
2. **Stay 6 feet apart** from each other including staff

Once checked-in patrons will be allowed to walk to their lane once the group before them has left the facility. They will have 5 minutes to get into the pool and out of the pool after their swim. Patrons will stagger at either end of the pool to ensure social distancing. **There will be only 1 person lane** (unless family in the same household is swimming with each other). Once 35 minutes are up a guard will blow a whistle signaling each swimmer has 5 minutes to get out of the pool and exit through the back gate adjacent to the pool.

### Open Swim

Open swim will have designated times for families and individuals to come a reserve a space in our play pool. Each family from the same household will have a lane in one of our bigger pools or in our baby pool to ensure social distancing. Each family can reserve a space in pool online for 1-hour increments as space permits.

## **Swim Lessons**

The swim lesson programming guidelines will fully utilize the existing facility plan for covid-19 controls. The goal is to provide the highest level of swim lesson programming while maintaining social distance, minimizing contact to high touch areas and objects, and to maintain a consistent routine of disinfecting swim equipment and facility features.

Social distancing will be adhered to when arriving to the facility, checking in and staging within a designated staging area prior to the swim lesson. Participants will store their belongs at their assigned spot within the staging area.

Lessons will be held in either a private, instructor guided parent/children's lesson, and or a single family from the same household with parent in the water with kids and instructor on the deck with a facemask on. These lessons will also be staggered to avoid gatherings of people.

## **Camps**

The goal of our summer camps will provide care for the children of the community in a fun and safe environment while following all county, city, and cdc guidelines for covid-19. We want to create this environment give families peace of mind while being care for at our facility.

Goal to run 4 morning camps and 4 pm camps in controlled groups of 12.

We will follow guidelines as followed:

Childcare establishments, summer camps, and other educational or recreational institutions or programs providing care or supervision for children of all ages. To the extent possible and compliant with any licensing requirements, these operations must also comply with the following conditions:

1.They must be carried out in stable groups of 12 or fewer children ("stable" means that the same 12 or fewer children are in the same group each day and for at least four consecutive weeks). No child will be added to the group if a child does not come to camp. These groups will remain the same for 3 weeks including staff.

2.Children shall not change from one group to another or attend more than one childcare establishment, summer camp, other educational or recreational instruction or program simultaneously.

3.If more than one group of children is at one facility, each group shall be in a separate rooms or spaces that cannot be accessed by children or adults outside the stable group. Groups shall not mix with each other.

4.Providers, educators and other staff cannot serve more than one group of children and shall remain solely with that group of children during the duration of the childcare establishment, summer camp, other educational or recreational institution or program.

## Program Operations Belle Haven

### Lap Swimming

Patrons will register for a lane online or by phone prior to arriving at the aquatic facility, to include payment online only. We will not be accepting cash at this time. Patrons will line up on the side gate of the pool where there will be lines for them to stand to stage for their turn to come into the facility. All social distancing guidelines will be adhered to or the patron may be ask to leave to include.

1. **Wearing a facemask** until about to get into pool
2. **Stay 6 feet apart** from each other including staff

Once checked-in patrons will be allowed to walk to their lane once the group before them has left the facility. They will have 5 minutes to get into the pool and out of the pool after their swim. Patrons will stagger at either end of the pool to ensure social distancing. **There will be only 1-person lane** (unless family in the same household is swimming with each other). Once 35 minutes are up a guard will blow a whistle signaling each swimmer has 5 minutes to get out of the pool and exit through the back gate adjacent to the pool.

### Open Swim

Open swim will have designated times for families and individuals to come a reserve a space in our play pool. Each family from the same household will have a lane in one of our bigger pools or in our baby pool to ensure social distancing. Each family can reserve a space in pool online for 1-hour increments as space permits.

## **Swim Lessons**

The swim lesson programming guidelines will fully utilize the existing facility plan for covid-19 controls. The goal is to provide the highest level of swim lesson programming while maintaining social distance, minimizing contact to high touch areas and objects, and to maintain a consistent routine of disinfecting swim equipment and facility features.

Social distancing will be adhered to when arriving to the facility, checking in and staging within a designated staging area prior to the swim lesson. Participants will store their belongs at their assigned spot within the staging area.

Lessons will be held in either a private, instructor guided parent/children's lesson, and or a single family from the same household with parent in the water with kids and instructor on the deck with a facemask on. These lessons will also be staggered to avoid gatherings of people.

## **Camps**

The goal of our summer camps will provide care for the children of the community in a fun and safe environment while following all county, city, and cdc guidelines for covid-19. We want to create this environment give families peace of mind while being care for at our facility.

Goal: To run 1 camp in the morning and 1 in the afternoon, following

We will follow guidelines as followed:

Childcare establishments, summer camps, and other educational or recreational institutions or programs providing care or supervision for children of all ages. To the extent possible and compliant with any licensing requirements, these operations must also comply with the following conditions:

- 1.They must be carried out in stable groups of 12 or fewer children ("stable" means that the same 12 or fewer children are in the same group each day and for at least four consecutive weeks). No child will be added to the group if a child does not come to camp. These groups will remain the same for 3 weeks including staff.
- 2.Children shall not change from one group to another or attend more than one childcare establishment, summer camp, other educational or recreational instruction or program simultaneously.
- 3.If more than one group of children is at one facility, each group shall be in a separate rooms or spaces that cannot be accessed by children or adults outside the stable group. Groups shall not mix with each other.



4. Providers, educators and other staff cannot serve more than one group of children and shall remain solely with that group of children during the duration of the childcare establishment, summer camp, other educational or recreational institution or program.

## Exhibit A

### A. Facility Map Entrance and Exit

#### Burgess Pool



### Exhibit A Continued





## Exhibit A Continued

### Belle Haven Pool



B.

## Exhibit B: Health Check Form

[Questions](#)   [Responses](#) 1

### Employee Covid Check-In Sheet

Form description

---

**Full Name \***

Short answer text

---

**Today's Date \***

Month, day, year 

---

**Time \***

Time 

---

**Temperature \***

Short answer text

---

**Symptoms (if any) \***

Long answer text

---


C.  
D.

## Exhibit C: Thermometers



## Exhibit D: General PPE information



Infection Prevention and Control

### Taking off (Doffing) Personal Protective Equipment (PPE)

**1** **Gloves**

**A** Grasp the outside edge of the glove near the wrist and peel away from the hand, turning the glove inside-out.

- ◆ Hold the glove in the opposite gloved hand.

**B** Slide an ungloved finger or thumb under the wrist of the remaining glove.

**C** Peel the glove off and over the first glove, making a bag for both gloves.

- ◆ Put the gloves in the garbage.

**2** **HAND HYGIENE**

**A** Using an alcohol-based hand rub is the preferred way to clean your hands.

**B** If your hands look or feel dirty, soap and water must be used to wash your hands.

**3** **Gown**

**A** Carefully unfasten ties.

**B** Grasp the outside of the gown at the back of the shoulders and pull the gown down over the arms.

**C** Turn the gown inside out during removal.

- ◆ Put in hamper or, if disposable, put in garbage.

**4** **HAND HYGIENE**

- ◆ Clean your hands. (See No. 2)
- ◆ Exit the patient room, close the door and clean your hands again.

**5** **Eye protection or face shield**

- ◆ Handle only by headband or ear pieces.
- ◆ Carefully pull away from face.
- ◆ Put reusable items in appropriate area for cleaning.
- ◆ Put disposable items into garbage.

**6** **Mask or N95 respirator**

- ◆ Bend forward slightly and carefully remove the mask from your face by touching only the ties or elastic bands.
- ◆ Start with the bottom tie, then remove the top tie.
- ◆ Throw the mask in the garbage.

There are different styles of N95 respirators but all styles have the same basic steps for doffing.

**7** **HAND HYGIENE**

- ◆ Clean your hands. (See No. 2)

**Exhibit E: Facility Signs**

**EVERYONE  
MUST WEAR A  
FACE COVERING\***



Covering your face is now mandatory and helps prevent the spread of COVID-19.

Masks, bandanas, scarves, and cloth can be used. \*This order does not apply to those 12 years old and less.

**...AND STAY 6 FEET  
APART**

**FOR MORE INFORMATION**

- [menlopark.org/coronavirus](https://menlopark.org/coronavirus)
- [smchealth.org/coronavirus](https://smchealth.org/coronavirus)
- [cdc.gov/coronavirus](https://cdc.gov/coronavirus)



# EVERYONE MUST WEAR A FACE COVERING\*

Covering your face is now mandatory and helps prevent the spread of COVID-19.



Masks, bandanas, scarves, and cloth can be used.

\* This order does not apply to those 12 years old and less.

## ...AND STAY 6 FEET APART

This business is required to refuse service to anyone who does not comply.

### Todos deben de usar una cobertura facial\*

Cubrirse la cara ahora es obligatorio y ayuda a prevenir la propagación de COVID-19. Se pueden usar máscaras, pañuelos, bufandas y telas.

\* Esta orden no aplica a aquellos que tengan 12 años de edad o menos.

### ...y mantenerse a 6 pies de distancia.

Este negocio está requerido a negarle el servicio a cualquier persona que no cumpla con este requisito.

### 每个人都必须佩带面罩\*

现在要求强制性佩带面罩，帮助防止新型冠状病毒地传播。口罩，头巾，围巾和布料都可以。

\* 该规定不适用于12岁及以下人群。

### ...并且保持6尺社交安全距离

商家不得为没有遵守规定的人提供服务。



COUNTY OF SAN MATEO

[www.smcgov.org](http://www.smcgov.org)



SAN MATEO COUNTY HEALTH

# SOCIAL DISTANCING DURING CORONAVIRUS

Social distancing is an action encouraged by public health officials to stop or slow down the spread of a highly contagious disease. This information is being provided to help you understand what you are being asked to do by the Health Officer.

## STOP THE SPREAD OF CORONAVIRUS (COVID-19)

If you must be in a public space, maintain 6 feet of distance from others



### What are social distancing measures?

Social distancing measures are taken to restrict when and where people can gather to stop or slow the spread of infectious diseases. Social distancing measures include limiting large groups of people coming together, closing buildings and canceling events. When in public spaces it is important to stay 6 feet away from other people.

### Why would social distancing measures be used?

Since the start of the spread of coronavirus, social distancing measures will be used early on to slow the spread of the disease and provide our community with the valuable time needed to be better prepared.

### What can I do?

Practicing good hygiene habits such as washing your hands and covering your cough will help to stop or slow the spread of many diseases. The San Mateo County Health website ([www.smchealth.org](http://www.smchealth.org)) has 'Wash Your Hands' and 'Cover Your Cough' posters you can download and use.

It is important to follow any social distancing instructions from San Mateo County Health. Please stay informed and plan ahead.

### IMPORTANT RESOURCES DURING THE COVID-19 PANDEMIC

For questions or concerns, please dial 2-1-1

For more information about health issues and emergency preparedness, please visit the following websites:

County Health: [www.smchealth.org/coronavirus](http://www.smchealth.org/coronavirus)

San Mateo County: [www.smcgov.org](http://www.smcgov.org)

U.S. CDC: [www.cdc.gov/coronavirus/2019-ncov](http://www.cdc.gov/coronavirus/2019-ncov)



**SAN MATEO COUNTY HEALTH**

Dial 2-1-1 for non-emergency, non-medical calls  
[smchealth.org/coronavirus](http://smchealth.org/coronavirus)

## Exhibit F: Pool Documents



SAN MATEO COUNTY HEALTH

# ENVIRONMENTAL HEALTH SERVICES

### PROTECT YOURSELF & OTHERS FROM COVID-19

**DO:**

- Shower before entering the pool
- Stay at least 6 feet away from others to maintain social distancing
- Keep your hands clean by washing hands with soap and water, especially after going to the bathroom, before eating, and after blowing your nose, coughing, or sneezing
- Wear face coverings except in the pool or exempted by the Health Officer.

**DON'T:**

- Visit the pool or other public areas if you are sick with COVID-19, were recently exposed (within 14 days) to someone with COVID-19, or experience the following symptoms: *fever, cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss of taste or smell*
- Gather in large group

**STAY INFORMED WITH THE SOCIAL DISTANCING PROTOCOL**

San Mateo County COVID-19: [smchealth.org/coronavirus](https://smchealth.org/coronavirus)  
COVID-19 Hotline: Dial 211



**SAN MATEO COUNTY HEALTH**  
**ENVIRONMENTAL**  
**HEALTH SERVICES**

**Environmental Health Services**  
**Pool Program**  
 2000 Alameda de las Pulgas, Suite #100  
 San Mateo, CA 94403  
 (650) 372-6200 FAX (650) 627-8224  
 smhealth.org/food

## PUBLIC SWIMMING POOLS DAILY CHECKLIST AND ATTENDANCE RECORD DURING COVID-19

A separate copy of this checklist should be maintained for each day a public pool is open during the COVID-19 Shelter in Place Order. One checklist may be kept for multiple pools within the same enclosure. The checklist shall be maintained for at least 90 days for possible review by personnel from the San Mateo County Environmental Health Services.

FACILITY NAME:	DATE:
----------------	-------

NAME OF SUPERVISING PARTY:
----------------------------

- |                                                                         | YES                      | NO                       |
|-------------------------------------------------------------------------|--------------------------|--------------------------|
| 1. Sign(s) posted at each entrance regarding Guidelines for Pool Users? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Reduced pool capacity sign posted?                                   | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Designated personnel can maintain six-foot separation?               | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Designated personnel has face covering?                              | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Restrooms cleaned & disinfected frequently?                          | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. High touch areas cleaned & disinfected frequently?                   | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Hand washing station or hand sanitizer station stocked & available?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Tape/markings to guide six-foot distancing?                          | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Pool water is tested prior to opening the pool?                      | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Pool water is tested at 4 hour intervals until pool is closed?      | <input type="checkbox"/> | <input type="checkbox"/> |

Time	Free Chlorine (ppm)	pH	Notes
Pool Open (i.e. 8:00 am)			
Midday (i.e. 12:00 pm)			
Pool Close (i.e. 4 pm)			



SAN MATEO COUNTY HEALTH  
**ENVIRONMENTAL  
HEALTH SERVICES**

**Environmental Health Services**  
**Pool Program**  
2000 Alameda de las Pulgas, Suite #100  
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smhealth.org/food

## APPENDIX C-2 ALLOWED ADDITIONAL ACTIVITIES

### SAMPLE GUIDELINES FOR PUBLIC SWIMMING POOLS SPAS MUST CONTINUE TO REMAIN CLOSED PER THIS ORDER (MAY 22, 2020)

FACILITY NAME

SITE ADDRESS/CITY/ZIP

**THE HEALTH OFFICER'S ORDER PROHIBITS GATHERING AT THE POOL. THE POOL MUST BE ACTIVELY MONITORED AND MANAGED TO ENSURE THAT THE HEALTH OFFICER'S ORDERS ARE ENFORCED**

Pool owner/operator (i.e., HOA, apartment and hotel management) are legally responsible for ensuring the pool's operation is compliant with the Order.

#### **SIGNAGE**

- Post a copy of the Social Distancing Sign at each gate entry or other easily viewable location.
- Post a copy of the Social Distancing Guidelines (Appendix C-2) at each gate entry or other easily viewable location.
- Other: \_\_\_\_\_

#### **MEASURES TO PREVENT GATHERING AND ENSURE SOCIAL DISTANCING**

- Ensure social distancing by (1) having members of the same household use the pool at the same time period or (2) in a manner that ensures the Health Officer orders are enforced (recommend dividing pool occupancy by half). Any measures put in place must be reflected in the required posted written protocols.
- Minimum six feet of social distancing is required in and out of the pool.
- No personal contact in and out of pool unless pool users are from the same household (No contact swim lessons).
- Lap swimming shall be separated by alternate lanes or maintain 6 feet social distancing. Only one person per lane.
- Face covering is required for all those on the pool deck. Do not wear a face covering while in the pool.
- Eliminate shared equipment and pool furniture in the facility or disinfect after each use.
- Place tape or other markings at least six feet apart in pool user line areas or any other area in the pool where pool users congregate (e.g. line for outdoor showers).
- Other: \_\_\_\_\_



## APPENDIX C-2 ALLOWED ADDITIONAL ACTIVITIES

### SAMPLE GUIDELINES FOR PUBLIC SWIMMING POOLS SPAS MUST CONTINUE TO REMAIN CLOSED PER THIS ORDER (MAY 22, 2020)

FACILITY NAME

SITE ADDRESS/CITY/ZIP

**THE HEALTH OFFICER'S ORDER PROHIBITS GATHERING AT THE POOL. THE POOL MUST BE ACTIVELY MONITORED AND MANAGED TO ENSURE THAT THE HEALTH OFFICER'S ORDERS ARE ENFORCED**

**Pool owner/operator (i.e., HOA, apartment and hotel management) are legally responsible for ensuring the pool's operation is compliant with the Order.**

#### *SIGNAGE*

- Post a copy of the Social Distancing Sign at each gate entry or other easily viewable location.
- Post a copy of the Social Distancing Guidelines (Appendix C-2) at each gate entry or other easily viewable location.
- Other: \_\_\_\_\_

#### *MEASURES TO PREVENT GATHERING AND ENSURE SOCIAL DISTANCING*

- Ensure social distancing by (1) having members of the same household use the pool at the same time period or (2) in a manner that ensures the Health Officer orders are enforced (recommend dividing pool occupancy by half). Any measures put in place must be reflected in the required posted written protocols.
- Minimum six feet of social distancing is required in and out of the pool.
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- Lap swimming shall be separated by alternate lanes or maintain 6 feet social distancing. Only one person per lane.
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- Eliminate shared equipment and pool furniture in the facility or disinfect after each use.
- Place tape or other markings at least six feet apart in pool user line areas or any other area in the pool where pool users congregate (e.g. line for outdoor showers).
- Other: \_\_\_\_\_

## MEASURES TO INCREASE SANITATION

### Cleaning and Disinfecting Pools:

- Maintain proper disinfectant levels:

Type	Free Chlorine	pH
Pools With Cyanuric Acid	2-10 ppm	7.2-7.8
Pools Without Cyanuric Acid	1-10 ppm	7.2-7.8

- Ensure daily monitoring and recording of pool chemicals (chlorine, pH, and cyanuric acid). If the operator notices the chemicals are not within their appropriate range, the pool shall be closed until the chemicals are balanced to the correct levels.
- Recommend maintaining a checklist with attendance records to aid in contact tracing as needed.

### Cleaning and Disinfecting Ancillary Areas:

- Keep locker rooms closed.
- Stock handwashing stations with liquid soap and paper towels. Provide hand sanitizer with at least 60% alcohol for pool users/visitors to use.
- Clean and disinfect frequently touched surfaces: handrails and ladders ADA liftdoor/gate handles surfaces of restrooms: handwashing stations diaper changing stations, and showers any multi-touch contact surface that have been identified
- \*Examples of disinfectants: Alcohol solutions with at least 70% alcohol may be used for surfaces. Diluted household bleach solutions may also be used: To make a bleach solution, mix: 5 tablespoons (1/3rd cup) bleach per gallon of water as per CDC Guidelines\**

## MEASURES TO PROTECT EMPLOYEE HEALTH (IF APPLICABLE)

- Distribute a copy of the safety guidelines to each employee.
- Instruct employees not to come to work for at least 14 days if they are exhibiting COVID-19 symptoms and/or seek a health care provider.
- Check employees for symptoms (fever, cough, or shortness of breath) of illness prior to entering work space by following CDC guidelines.
- Employees shall wear face coverings in the workplace.
- Liquid soap, warm water, and paper towels are available to all employees for handwashing.
- Hand sanitizer (at least 60% alcohol) and other EPA approved disinfectants are available to all employees.
- Individual work stations are separated by at least six feet or with a physical barrier.

- All employees/attendants have been instructed to maintain at least six feet distance from pool users and from each other as much as practicable.
  - Sanitize all individual work stations and common touch points frequently.
  - Common areas such as break rooms and bathrooms are to be sanitized after each use.
- For indoor pools, make sure ventilation systems work properly. Increase air circulation by introducing
- outdoor air as much as possible by opening windows and doors or using fans.; however, do not open windows and doors if doing so poses a safety risk to staff, patrons, or swimmers.
  - Other: \_\_\_\_\_

**Optional Measures:**

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For additional information refer to the latest Health Officer's order:  
<https://www.smchealth.org/post/health-officer-statements-and-orders>

**IT IS THE LEGAL RESPONSIBILITY OF THE POOL OWNER/OPERATOR TO ENSURE ALL APPLICABLE REQUIREMENTS ARE FOLLOWED TO PROTECT THE SAFETY OF THE POOL USERS. IF OPERATORS ARE UNABLE TO DO SO, THE POOL SHALL REMAIN CLOSED.**

Contact the owner or person in charge listed below with any questions about the following safety measure protocols.

**NAME** \_\_\_\_\_

**EMAIL** \_\_\_\_\_ **PHONE NUMBER** \_\_\_\_\_



**PROFESSIONAL SERVICES AGREEMENT**  
(Menlo Park Aquatic Facilities)

This Professional Services Agreement ("Agreement") is made and executed as of March 27, 2018, by and between the City of Menlo Park, a municipal corporation ("City"), and Team Sheeper, Inc., a California S Corporation ("Provider"), referred to herein individually as "Party" and collectively as "Parties".

**WHEREAS**, City is the owner of certain premises ("Premises") described below, and desires to provide recreational aquatics programming for the benefit of the community at the Premises;

**WHEREAS**, City desires to engage Provider to provide the recreational aquatics programming, including swim instructors and certified lifeguards to provide lap swim, open swim, youth swim team, youth and adult swim lessons, youth camps, masters swim, aqua-fit classes and lane rentals for community swim teams and other community organizations at the Premises ("Services") consistent with the current level of programming;

**WHEREAS**, Provider has been providing the Services pursuant to a Lease Agreement, which is expiring on March 31, 2018, and has the necessary professional expertise, qualifications and capability, and all required licenses and/or certificates to provide the services; and

**WHEREAS**, City and Provider desire to enter into this Agreement on the terms and conditions set forth below.

**NOW, THEREFORE**, the Parties agree as follows:

**1. PREMISES.** The Premises includes both the "Burgess Pool", 501 Laurel Street, Menlo Park, CA and the "Belle Haven Pool", 100 Terminal Avenue, Menlo Park, CA as defined herein. Burgess Aquatic Facility ("Burgess Pool") consists of the fenced pool area at the City's Civic Center campus at Burgess Park. Burgess Pool includes the lap pool, instructional pool, toddler activity pool, locker rooms and restrooms, offices, lawn area, pool mechanical room, lobby area, and all associated areas in the City of Menlo Park, County of San Mateo, State of California, as more particularly shown in Exhibit A, attached hereto and incorporated herein by reference. The Belle Haven Pool ("Belle Haven Pool") is a six-lane x 25-meter outdoor swimming pool located adjacent to the Onetta Harris Community Center. Belle Haven Pool includes a locker room, shower facilities, mechanical room, office and small children's wading pool in a fenced area as shown in Exhibit B, attached hereto and incorporated herein by reference.

**2. SCOPE OF SERVICES.** Provider shall perform the Services, as more particularly described in Exhibit C attached hereto and incorporated herein by this reference in accordance with the terms and conditions contained in this

Agreement. Performance of all Services shall be to the reasonable satisfaction of the City.

**3. TERM.** The term of this Agreement shall commence on April 1, 2018 and shall terminate on August 31, 2020 ("Term"). If not terminated as set forth hereinafter, this Agreement shall automatically renew for successive 12-month periods (each year an "Extended Term"), subject to all of the same terms and conditions contained in this Agreement. Not less than 180 days prior to the expiration of the Term or Extended Term, either of the Parties may provide written notice requesting either an evaluation of the terms and conditions of this Agreement or termination of this Agreement. In the event no such notice of termination is given, this Agreement shall automatically continue for an Extended Term.

**4. BELLE HAVEN POOL MANAGEMENT FEE.** The City shall pay Provider a management fee for the operation of the Belle Haven Pool in an amount not to exceed Five Thousand Dollars (\$5,000) per month or Sixty Thousand Dollars (\$60,000) per year, unless otherwise approved by the City Council. The City currently receives annual funding for the Belle Haven Pool from Hibiscus Properties, LLC ("Facebook") pursuant to Section 9.1.1 of the Development Agreement dated December 14, 2016 and recorded in the Official Records of the County of San Mateo as Document Number 2016-133794. In addition to the management fee, pursuant to the terms of the prior Lease Agreement, the City shall pay to Provider Five Thousand Dollars (\$5,000) per month for the period January 1, 2018 through March 31, 2018 for a total of Fifteen Thousand Dollars (\$15,000) for operating the Belle Haven Pool, subject to and upon receipt by the City of funds from Facebook covering that time period. To the extent Provider has been paid all or any portion of the management fee directly by Facebook, the City shall be relieved from the requirement to pay such amount to Provider. If and when such annual funding is reduced or terminated, the City may terminate the Services at the Belle Haven Pool after providing 30 days' advance written notice to Provider. Provider shall be paid pro rata for Services performed at the Belle Haven Pool up to the termination date. If the Services at the Belle Haven Pool are terminated, the management fee shall also terminate.

**5. EXCLUSIVE USE OF PREMISES.** Subject to the terms of this Agreement, Provider shall have exclusive use of the Premises for the purposes of conducting aquatics programs, including, but not limited to, a masters swim program, swim team, swim lessons, fitness training, recreational swimming, community rentals and other aquatics programs and providing for reasonable public access to and use of the Premises pursuant to Section 6 of this Agreement. Provider shall have the exclusive right to staff, supervise and contract for such use of the Premises, subject to the terms of this Agreement. The Parties specifically agree that Provider shall accommodate the SOLO swim team's use of Burgess Pool in accordance with schedule and terms set forth in Exhibit D, which shall not

be modified without mutual agreement of Provider and SOLO, unless SOLO is in breach of its contract with Provider.

Provider shall have non-exclusive use of the locker rooms, as depicted on Exhibit A and Exhibit B, to accommodate Provider's use of the Premises. The Parties agree that use of the locker rooms shall be limited to persons participating in programs and activities offered by Provider or City or other members of the public upon payment to Provider of fees for such use. Specifically, City reserves the right to use the locker rooms for any City program, including facility rentals and programs and for public use on a "pay for use" basis. Provider may only refuse locker room access when patrons fail to follow the rules of conduct approved by the City. Patrons shall have the right to appeal Provider's decision to the Director of Community Services, if the patron feels denial of locker room access was unreasonable. The Director of Community Services' decision shall be final.

**6. OPERATION, COMMUNITY ACCESS AND SCHEDULING.** Provider may operate the Premises between the hours of 5 a.m. to 10 p.m. seven days a week, 365 days a year. Provider currently operates the Burgess Pool from 5:45 a.m. to 8:00 p.m., and until 10:00 p.m. on Tuesdays and Thursdays Monday through Sunday and the Belle Haven Pool from 3:00 p.m. to 7:00 p.m. Monday through Friday. Provider may reasonably modify, subject to prior written approval from the City, which shall not be unreasonably withheld, the current schedule at either the Burgess Pool or the Belle Haven Pool if staffing is not possible or if it is not financially feasible to operate during certain hours. The City will provide its consent or objection to the requested change within 10 business days or the request will be deemed approved.

Provider will be responsible for the scheduling of the Premises. Provider shall provide reasonable public access and community use of the Premises. Provider will not reduce the public access and community use without prior City approval from the Director of Community Services who is authorized to finalize the City's schedule of use of the Premises. When evaluating the pool space and time allocation, Provider shall consider and give scheduling priority for programs based on the number and percentage of City residents.

Burgess Pool: Minimum public access and community use will include:

- a. Year-round lap swim, seven days per week (except holidays);
- b. Seasonal open/recreational swim daily from Memorial Day through Labor Day for a reasonable amount of time and with adequate pool space;
- c. Reasonable availability for other community organizations/users;
- d. Programs and reasonable accommodation for all ages and abilities;
- e. Inclusive programs for people with disabilities when possible; and
- f. Winter programming subject to the City's provision a dome over the instructional pool, if possible.

Belle Haven Pool: Minimum public access and community use will include:

- a. Open to the public for a minimum of 10 weeks during the summer season in June, July, and August. During that time period, the pool shall be open for a minimum of six days a week, Monday through Saturday; and
- b. Open/recreational swim hours will be at least three hours per day, six days per week but will be allowed on a "pool sharing" basis with other programming.

**7. PROGRAM REGISTRATION AND FEES.** Provider shall be responsible for having a method for the public to register and pay for programs. Provider shall collect all program fees for the Services provided pursuant to this Agreement. The program fees charged by Provider shall be as follows:

- a. The fees charged by the Provider for public lap swimming, open/recreational swim, and swim lessons shall be comparable to rates and fees charged by other aquatic facilities in surrounding communities and in alignment with the approved business model.
- b. Provider shall provide rental space for other community organizations and users for competitive youth swimming programs, instructional programs, fitness training, etc., on a reasonable and comparable fee basis.
- c. Review of the program fees shall be included in the annual report to the City. Although Provider is responsible for setting program fees, Provider shall consider both City input and market rates in establishing the program fees.
- d. The City will provide limited conference room space at the Arrillaga Family Gymnasium free of charge for Provider's team meetings and trainings, subject to availability.
- e. The City will make sports field space at Burgess Park available free of charge for Provider camps and programs in exchange for pool use for City camps and programs, both subject to availability.

**8. REVENUE SHARING.** Provider shall maintain an annual profit and loss statement ("Statement") during the Term and any Extended Term of this Agreement. The Parties acknowledge that the Provider's Statement includes revenue from the Services at the Premises and also Menlo Fit/Boot Camp revenue and triathlon team revenue. If Provider's revenue from the Services provided pursuant to this Agreement, exclusive of Menlo Fit/Boot Camp revenue and 2/3 of the triathlon team revenue, exceeds Three Million One Hundred Forty Thousand (\$3,140,000) in a single calendar year, Provider shall pay to the City 30 percent such revenue within 60 days of the end of the year.

**9. PROGRAM ADMINISTRATION.** Provider shall have adequate administrative staff and assistance to support all hours of operation. Policies and procedures for handling registration, refunds, and complaints are required. Provider shall maintain a customer database and appropriate records retention.

Provider shall develop sufficient communication and marketing in order to inform the public of the programs and services. The City will provide reasonable marketing space in the tri-annual activity guide for the Provider to promote their aquatics programs at the Premises, subject to availability. Provider shall be responsible for meeting the deadlines and providing accurate and sufficient information to City staff.

Provider shall take appropriate steps to maintain a high level of customer service and overall satisfaction at all times. Provider shall be engaged with City staff and regional aquatics groups throughout the year and shall attend an annual meeting convened by the City. Additionally, Provider shall prepare and provide an annual report no later than January 30 of each year to City staff, which will be presented to the City's Parks & Recreation Commission for review and comment by the Commission at its February meeting. The annual report should include the following items:

- a. Total program hours by program area;
- b. Participation statistics by program area including resident and non-resident percentages;
- c. Customer satisfaction survey results;
- d. User group feedback by program area or rental;
- e. Pool schedule and allocation by program for previous year and projections to the upcoming year;
- f. Fees by program area and a fee comparison to other public pools in the region;
- g. Annual audits and reviews demonstrating standards of care, outlined in Section 12, below, are met;
- h. Risk management documentation, outlined in Section 13, below; and
- i. Training certifications listed by staff member.

Provider shall maintain reasonable evidence and documentation of this information and have these records accessible to the City at any time following 10 days written notice.

In the event of a third-party dispute or conflict arising out of or related to this Agreement, the City will use best efforts to notify and discuss the issue with Provider before engaging in any dialogue with the third-party involved.

**10. COMPLIANCE WITH LAWS AND REGULATIONS.** Provider shall comply with all city, county, state, and federal laws and regulations related to pool and aquatic program operations. These regulators and laws include but are not limited to:

- a. City of Menlo Park
- b. Menlo Park Fire Department
- c. San Mateo County Health Department
- d. California Department of Health Services

- e. California Department of Labor
- f. Occupational Safety and Health Administration (OHSA)
- g. Emergency Medical Services Authority (EMSA)
- h. Consumer Product Safety Commission & Virginia Graeme Baker Act
- i. Americans with Disabilities Act
- j. California Department of Fair Employment and Housing

**11. HEALTH AND SAFETY.** Provider shall maintain health and safety standards in a reasonable and acceptable manner for the Premises, participants, and its employees in compliance with City standards and the other regulatory agencies listed in Section 10 above. These standards include but are not limited to:

- a. Employee Injury and Illness Prevention Plan
- b. Hazardous Materials Communications and Business Plan
- c. Blood borne Pathogens and Bio Hazardous Exposure Control Plan
- d. Lifting and Fall Prevention
- e. Electrical Safety
- f. Emergency Action Planning
- g. First Aid
- h. Heat Illness and Sun Protection
- i. Confined Spaces
- j. Chemical Storage
- k. Personal Protective Equipment
- l. Recreational Waterborne Illnesses (RWI's)
- m. Signage

Provider is responsible for keeping up to date with all changes, additions, or amendments to the laws, regulations and codes related to pool operations and aquatics programs.

**12. STANDARD OF CARE.** Provider shall provide aquatic programs and manage the Premises in a manner that is comparable to or above the standard of care that is reasonable and acceptable for a public pool in the surrounding communities. This standard of care should be demonstrated in all areas of operations including: supervision and lifeguard coverage, surveillance techniques, staff training, record keeping, basic maintenance and janitorial services during business hours, cleanliness of facilities, safety, and risk management. Provider is expected to ensure this standard of care by conducting annual audits by qualified external experts and including this information in the annual report to City staff and the City's Parks and Recreation Commission identified in Section 9, above.

**13. RISK MANAGEMENT.** The Provider shall take all appropriate and necessary steps to provide adequate risk management planning to minimize liability or negligence by the Provider. The Provider shall manage their risk by demonstrating proficiency in the following areas:

- a. Emergency Action Plan - staff training plan, drills conducted, emergency equipment and communication process.
- b. Facilities & Equipment - inspection, maintenance, and checklists.
- c. Supervision - quality, quantity, lesson plans and progression.
- d. Training - requirements and appropriate staff.
- e. Documentation - manuals, waivers, medical screening, skills screening, risk information provided to public, policies and evaluations.

**14. EMERGENCY ACTION PLAN AND PROCEDURES.** Provider shall create and maintain all emergency procedures and emergency action plans for the Premises. An emergency action plan is required under Title 29 of Federal Regulations Sections 1910.38/.120/.156, and Title 8 California Code of Regulations, Sections 3220 and 3221. The emergency action plan covers all employees and non-employees who may be exposed to hazards arising from emergency situations. It must contain information for all of the Provider's employees, including administration and line level employees using the plan in order to reduce the severity of emergency situations and minimize the risk to life and property.

**15. MAINTENANCE, REPAIR, CUSTODIAL AND LANDSCAPING.** The City will be responsible for the maintenance and repair of the equipment and facilities at the Premises, including:

- a. Burgess Pool: three pools, appropriate signage, offices, lobby, locker rooms and shower area, restrooms, pool decks, fences and gates, lawn area, supply storage areas, equipment/mechanical rooms, chemical storage areas, and lights.
- b. Belle Haven Pool: two pools, appropriate signage, office, locker rooms and shower area, restrooms, pool decks, fences and gates, supply storage areas, equipment/mechanical rooms, chemical storage areas, and lights.

If in the course of operating the Premises, Provider identifies any equipment, facilities or portion thereof in need of maintenance or repair, Provider shall notify the City's Public Works Director or his/her designee as soon as possible and the City shall be responsible for performing the necessary maintenance or repair work. If any maintenance or repair work requires immediate emergency attention, Provider may engage a preferred City contractor directly after obtaining consent from the City's Public Works Director or his/her designee. Provider shall be reimbursed by the City for any costs incurred by Provider in addressing the immediate/emergency maintain/repair work. If the Facilities or equipment are damaged due to the willful misconduct or negligence of Provider, its employees, subcontractors, or program participants, Provider is responsible for any necessary repair or replacement of such damage at Provider's sole cost and expense.

Provider shall employ or contract one full-time custodial support staff from 3:00 a.m. to noon, consistent with Provider's current practice. The City will provide

janitorial service during midday and Saturday and Sunday evenings. The City and Provider shall coordinate custodial services to ensure the Premises is maintained in an orderly, clean and professional condition. The City shall provide all incidental facility supplies, such as paper towels, toilet paper, etc. The City agrees to reimburse Provider, upon approval by the Public Works Director, or his/her designee, up to Two Hundred Dollars (\$200) per month for the purchase of incidental supplies. The City shall provide landscaping services for the Premises.

The City shall provide and be billed directly for all necessary pool chemicals. Provider shall employ or contract for a Certified Pool Operator. Provider shall maintain standard operation procedure manuals and maintenance records and logs. These records will include: daily pool and chemical log and checklists for routine maintenance and janitorial duties (daily, weekly, monthly, quarterly, bi-annually, and annually).

**16. UTILITIES.** The City shall provide, without cost to Provider, all utilities necessary to operate the Premises for the purposes identified in this Agreement, including water, sewer, stormwater, electricity, gas, telephone and internet. Provider shall modify operations to comply with any conservation requirements imposed by any utility operator. Provider shall consult with and obtain City approval prior to making any operational changes that would impact utility costs and regulatory compliance.

**17. INSURANCE.** Provider shall acquire and maintain Workers' Compensation, Employer Liability, and Commercial General Liability relating to the Provider's use of the Premises. The insurance company or companies must be approved by the City. Provider will furnish City with certificates and copies of information or declaration pages of the insurance required. Provider would need to provide the City with 30 days' notice if any changes, cancellation, or non-renewals. Provider is required to disclose any self-insured retentions or deductibles, which shall be subject to City's approval, not to be unreasonably withheld. Provider's insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsement). Provider's insurance coverage shall be primary insurance with respect to City, its Council, Boards, Commissions, agents, officers, volunteers or employees, and any insurance or self-insurance maintained by City, for themselves, and their Council, Boards, Commissions, agents, officers, volunteers or employees shall be in excess of Provider's insurance and not contributory with it.

The minimum amounts of coverage corresponding to these categories of insurance per insurable event shall be as follows:

<b>Insurance Category</b>	<b>Minimum Limits</b>
Workers' Compensation	Statutory Minimum - include endorsement waiving the insurer's right of subrogation against the City, its



**Employer's Liability**

officers, officials, employees and volunteers.

One Million Dollars (\$1,000,000) per accident for bodily injury or disease – include endorsement adding the City, its officers, officials, employees and volunteers as additional insured for both ongoing operations as well as products and completed operations; include endorsement to provide primary insurance and waive any rights of contribution from the City's coverage.

**Commercial General Liability**

Three Million Dollars (\$3,000,000) per occurrence for bodily injury, personal injury and premises damages. Must include all areas in Insurance Service Office (ISO) Form No. CG 00 01 (including Products and Completed Operations if food is served or for repairs done by the tenant, Contractual Liability, Broad form property damage, Participants and spectators coverage, and Personal and Advertising injury liability)

If Provider fails to maintain any of the insurance coverage required herein, then City will have the option to terminate this Agreement or may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverage may be maintained. Provider is responsible for any payments made by City to obtain or maintain such insurance.

Provider shall require any subcontractor who uses the Premises more than once in any 12-month period to maintain and carry the same coverage as described above, which policies shall name the City as an additional insured. Provider shall require such subcontractor to obtain and provide a certificate of insurance evidencing said coverage to the City.

Each Party hereby waives and agrees to obtain from each insurance carrier of the insured a "subrogation waiver endorsement" waiving its right of recovery to the extent of insurance proceeds, against the other Party, the other Party's officers, directors, agents, representatives, employees, successors and assigns with respect to any loss or damages, including consequential loss or damage to the insured's property caused or occasioned by any peril or perils (including negligent acts) covered by any policy or policies carried by the Party.

**18. INSPECTIONS AND AUDITS.** The City reserves the right to conduct periodic and regular site inspections and operational audits.

- a. **Safety:** Provider will be required to comply with the City's safety program guidelines and protocol. Quarterly inspections by an outside vendor will be conducted and recommendations for compliance will be enforced. City staff will be responsible for following up with the Provider on specific safety issues identified in the quarterly inspection. The Provider will be required to comply with the City's requests in a timely manner. In addition, documentation demonstrating compliance with all city, county, state and federal regulations will be required to be kept up to date and reviewed on an annual basis or more frequently as deemed necessary by the City.
- b. **Maintenance:** City staff reserves the right to conduct weekly, monthly, quarterly, and annual inspections relative to Provider's responsibilities pursuant to this Agreement, including inspections relating to pool chemistry, pool equipment, and safety practices.
- c. **Operations:** An annual operational audit will be conducted by an external expert and industry professional approved by the City. An observational audit, lifeguard skills assessment, and site inspection shall be conducted annually. An overall operational audit shall be conducted every two years. This audit should include but may not be limited to: staff skills assessment, staff selection and training procedures, policies and procedures review, site inspection, code compliance and record keeping practices, and adherence to aquatic safety standards.
- d. **Financial Review/Audit:** Provider shall provide complete financials for all aquatics programs and/or programs operated out of the Premises (with administrative costs/salaries that may be related to both aquatics and non-aquatics programs fairly allocated between such programs) prepared in accordance with generally accepted accounting principles for each calendar year during the Term of this Agreement for City staff and outside consultant review. The purpose for such review shall be for determining appropriate revenue sharing, if any, pursuant to Section 8. Provider agrees, upon the City's request, to make all books and records available to the City for review such that the City is provided the opportunity to confirm the accuracy of the financial reports provided.

**19. CITY ACCESS.** The City shall have access to the Premises or any part thereof for municipal purposes, which may include the performance of maintenance and repairs in or upon the Premises, the inspection of the Premises, or the use, maintenance, repair of adjoining areas. When City access will be during the Provider's operational hours and may impact the provision of Services, the City shall provide prior notice and coordinate access with the Provider.

**20. IMPROVEMENTS.** Provider shall not make, nor cause to be made, nor allow to be made, alterations or improvements to the Premises, without the prior

written consent of City, not to be unreasonably delayed or withheld. All improvements or alterations constructed or installed shall be removed and the Premises restored to substantially the same condition existing prior to such construction or installation, upon the termination of this Agreement, unless the prior written approval of City is secured, allowing such improvements or alterations to remain in place, in which case, title thereto shall vest in City. All improvements undertaken pursuant to this Agreement will be at City's sole expense and the City will be responsible for the use and maintenance of the improvements.

**21. NOISE.** Except in the event of an emergency, Provider shall not use any amplified sound, whistles, bullhorns, music, etc., between the hours of 5:30 a.m. to 8:00 a.m., and/or from 8:00 p.m. to closing during any day of operation. In order to minimize impacts of major events on residents of the surrounding neighborhood, Provider will notify the City on a quarterly basis of all swimming meets or other large group events beyond normal operations to allow the City to notify the neighborhood in advance of such events.

**22. PARKING.** Provider shall instruct its patrons to park away from the nearest residences before 8:00 a.m. and after 8:00 p.m.

**23. WAIVER OF CLAIMS.** Except as it relates to claims asserted by anyone related to or arising from The City's failure to fulfill its obligations to maintain, repair, clean and/or landscape in accordance with this Agreement, including, without limitation Section 15 hereof, Provider waives all claims against City, its Council, Commissions, agents, officers, volunteers, contractors or employees for any damages to the improvements in, upon or about the Premises and for injuries to any employees of Provider or their agents, invitees or sub-contractors in or about the Premises from any cause arising at any time, where City had no involvement or where such damages or injuries did not arise out of the instruction or guidance of the City. In no event shall the City be responsible for loss of profits or any consequential damages to Provider.

**24. INDEMNIFICATION.** Except as it relates to claims asserted by anyone related to or arising from The City's failure to fulfill its obligations to maintain, repair, clean and/or landscape in accordance with this Agreement, including, without limitation Section 15 hereof, Provider will defend, indemnify and hold City, its Council, Commissions, agents, officers, volunteers or employees harmless from any damage or injury to any person, or any property, from any cause of action arising at any time from the use of the Premises by Provider, and Provider's invitees, program participants, and visitors, or from the failure of Provider to keep the Premises in good condition, including all claims arising out of the negligence of Provider, but excluding any damage or injury caused by the willful misconduct or negligence of City or its employees, agents or contractors. City will defend, indemnify and hold Provider, its members, agents, officers, volunteers or employees harmless from any damage or injury to any person, or any property,

from any cause of action arising at any time from the willful misconduct or negligence of City or its employees, agents or contractors.

Each Party's indemnification obligation set forth above will include any and all costs, expenses, attorneys' fees and liability incurred by any indemnified Party or person in defending against such claims, whether the same proceed to judgment or not. Each Party will, at its own expense and upon written request by a Party to be indemnified as provided hereinabove, defend any such suit or action brought against the Party to be indemnified, its Council, Commissions, members, agents, officers, volunteers or employees (as applicable). This Section will survive the expiration or termination of this Agreement.

**25. HAZARDOUS MATERIALS.** Provider shall not use or store any Hazardous Materials in, on, or about the Premises except in compliance with all applicable federal, state, and local laws, statutes, ordinances, and governmental regulations, and the highest standards prevailing in the industry for storage and use of any such Hazardous Materials, nor allow any Hazardous Materials to be brought in the Premises, except to use in the ordinary course of Provider's business, and then only after written notice to City of the Hazardous Materials to be used by Provider. Provider shall not cause or permit the escape, release, or disposal of any Hazardous Materials in the Premises.

In addition, Provider shall, at City's request, execute affidavits, representations, or other documents concerning Provider's best knowledge and belief regarding the presence of any Hazardous Materials in the Premises. Provider shall indemnify, defend, and hold harmless City from any liability, cost, or expense, including reasonable attorneys' fees, arising from the use, storage, release or disposal of any Hazardous Materials in, on, or about the Premises by Provider, its agents, employees, contractors, or invitees. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

For the purposes of this Agreement, the term "Hazardous Material" shall mean any substance or material which has been designated hazardous or toxic by any federal, state, county, municipal, or other governmental agency or determined by such agency to be capable of endangering or posing a risk of injury to, or adverse effect on, the health or safety of persons, the environment, or property, including without limitation those substances or materials described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.

**26. ATTORNEY'S FEES.** In any legal action brought by either Party to enforce the terms of this Agreement, the prevailing party is entitled to all costs incurred in connection with such an action, including reasonable attorneys' fees.

**27. ARBITRATION.** Any dispute regarding the breach of this Agreement shall be decided by binding arbitration pursuant to the rules of the American

Arbitration Association, and not by court action, except as otherwise provided in this Section or as allowed by California law for judicial review of arbitration proceedings. Judgment on the arbitration award may be entered in any court having jurisdiction. The Parties may conduct discovery in accordance with California Code of Civil Procedure. This provision shall not prohibit the Parties from filing a judicial action to enable the recording of a notice of pending action for order of attachment, receivership, injunction, or other provisional remedy. Venue for the resolution of any such dispute or disputes shall be in San Mateo County, California.

BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTER INCLUDED IN THE ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR BY JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE ARBITRATION OF DISPUTES PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE ARBITRATION OF DISPUTES PROVISION TO NEUTRAL ARBITRATION.

\_\_\_\_\_  
Provider

\_\_\_\_\_  
City

**28. VENUE.** Provider agrees and hereby stipulates that the proper venue and jurisdiction for resolution of any disputes between the parties arising out of this Agreement is San Mateo County, California.

**29. ASSIGNMENT AND NONTRANSFERABILITY.** Provider understands and acknowledges that assignment of this Agreement is absolutely prohibited without the written consent of City, and any attempt to do so without City's written consent may result in termination of the Agreement at the will of City. Notwithstanding the foregoing, City shall grant permission to Provider to contract with other entities or organizations to provide some of the programs at the Premises for certain hours, subject to prior approval by the City, which shall not be unreasonably withheld. Such use is contingent, in part, upon said entity or organization indemnifying and insuring City in the same manner and amount that Provider has indemnified and insured City under this Agreement. City, its Council, Boards, Commissions, agents, officers, volunteers and employees shall be named

as additional insureds. Any insurance policy maintained by a such an entity organization will be in addition to, and shall not replace, any insurance required of Provider.

**30. LIENS AND ENCUMBRANCES.** Provider shall have no authority to do anything that may result in a lien or encumbrance against the Premises. Without limiting the foregoing, however, Provider agrees to pay promptly all costs associated with the activities associated with this Agreement and not to cause, Agreement, or suffer any lien or encumbrance to be asserted against the Premises. In the event that Provider causes, leases, or suffers any lien or encumbrance to be asserted against the Premises related to activities associated with this Agreement, Provider, at its sole cost and expense, shall promptly cause such lien or encumbrance to be removed.

**31. TERMINATION OF AGREEMENT.**

a. Default. City or Provider shall have the right to terminate this Agreement by written notice to the other party for any default or breach of any term or condition of this Agreement by the other Party; provided, however, the non-defaulting and non-breaching Party must first deliver written notice to the other Party of any such default or breach, and if such breach or default exists for more than 30 days after the delivery of such notice without being cured, the non-defaulting and non-breaching Party may elect to terminate this Agreement by giving written notice of such termination to the defaulting Party. Termination shall be effective on the date specified in the notice, which date shall not be less than 30 days nor more than 180 days following such notice. In addition to termination, the non-defaulting and non-breaching Party shall be entitled to pursue any and all other remedies provided by law.

b. City Dissatisfaction. If City and/or Mento Park community believes Provider has not satisfied community needs with respect to public access, service and program quality, public safety, noise restrictions and/or parking, City may deliver written notice to Provider of such dissatisfaction and the Parties shall meet and confer within 15 days of Provider's receipt of such notice. If the matter is not resolved to the City Manager's satisfaction, City may terminate this Agreement by giving written notice of such termination to Provider. Termination shall be effective not less than 90 days after the date of such notice. Provider shall have the right to appeal such termination to the City Council within 10 days of Provider's receipt of such notice. Upon receipt of Provider's timely appeal, the Council shall place the matter on the City Council agenda and make the final determination with regard to the termination of the Agreement and shall give written notice to Provider of such final determination. If the City Council determines the Agreement

should be terminated, termination of the Agreement shall be effective not less than 90 days after the date of such notice.

c. City Expense. The City may terminate this Agreement, effective 90 days from the date of the notice, if the City's costs for maintenance and repair (Section 15), and utilities (Section 16) are exceeding the amounts budgeted by the City for such costs.

d. Provider's Option. Provider may terminate the Agreement at Provider's option upon the occurrence of any of the following: (1) upon the death of Tim Sheeper; (2) upon the disability of Tim Sheeper, if such disability prevents him from running Provider's business operations for a continuous period of 60 consecutive days; or (3) upon financial hardship, which shall require not less than six month written notice to terminate Agreement based on financial hardship.

Termination shall be effective on the later of 90 days after the date of any such notice, the date of termination specified in the notice or such later effective date as is required pursuant to any specific provision of this Agreement. In the event Provider does not elect to terminate the Agreement as permitted herein, the Agreement shall remain in full force and effect for the remainder of the Term, unless subsequently terminated for another cause or event as specified herein.

**32. CONDITION OF PREMISES UPON TERMINATION.** Upon the effective termination of the Agreement, Provider shall restore the Premises to its condition prior to the execution of this Agreement, excluding (a) wear and tear and natural deterioration based on the passage of time, (b) items subject to the City's obligations to maintain, repair, clean and/or landscape in accordance with this Agreement, including, without limitation Section 15 hereof, and (c) other changes or improvements to the Premises previously approved by the City, remove all personal property, including furniture, furnishings, vehicles, and equipment, belonging to Provider or Provider's employees, invitees, and agents. Should Provider fail to perform those obligations by the effective termination date, the Parties agree to the following:

- a. Such remaining property shall be deemed abandoned and Provider waives all provisions for disposition of abandoned personal property required by California law including but not limited to California Code of Civil Procedure Section 1980 et. seq. (requiring notice for reclaiming abandoned property and public sale for disposition).
- b. City has the right to take action to remove Provider's personal property. Should City exercise this right, Provider shall be liable to City for:
  - i. the actual cost of this removal, demonstrated by valid receipts and invoices;
  - ii. a 15 percent overhead to City for reasonable costs in contracting and supervising the removal work; and

- iii. any attorneys' fees incurred by City to remove Provider from the Property after termination, if necessary. Invoices must be paid within 10 days of submission of invoice to Provider. If not paid within this time, then interest will be charged at 10 percent or the maximum extent allowed by law, whichever is less.

**33. NOTICE.** All notices under this Agreement shall be in writing and, unless otherwise provided herein, shall be deemed validly given if sent by certified mail, return receipt requested, or via recognized overnight courier service, addressed as follows (or to any other mailing address which the party to be notified may designate to the other party by such notice). All notices properly given as provided for in this section shall be deemed to be given on the date when sent. Should City or Provider have a change of address, the other party shall immediately be notified as provided in this section of such change.

**Provider**

Team Sheeper, Inc.  
Attn: Tim Sheeper  
501 Laurel Street  
Menlo Park, CA 94025  
(650) 369-7946

**City**

City of Menlo Park  
Attn: City Manager  
701 Laurel Street  
Menlo Park, CA 94025  
(650) 330-6610

**34. COMPLETE AGREEMENT.** This Agreement contains the entire agreement between the Parties with respect to the matters set forth herein and supersedes all prior or contemporaneous agreements (whether oral or written) between the Parties with respect to the matters set forth herein.

**35. AMENDMENT.** This Agreement may be amended only by a written instrument executed by the Parties.

**36. AUTHORITY.** The individuals executing this Agreement on behalf of Provider represent and warrant that they have the legal power, right and actual authority to bind Provider to the terms and conditions of this Agreement.

**37. NO WAIVER.** Waiver by either Party of a breach of any covenant of this Agreement will not be construed to be a continuing waiver of any subsequent breach. City's receipt of rent with knowledge of Provider's violation of a covenant does not waive City's right to enforce any covenant of this Agreement. No waiver by either Party of a provision of this Agreement will be considered to have been made unless expressed in writing and signed by all parties.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement by their officers therein duly authorized as of the date and year first written above.



CITY OF MENLO PARK

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



*ok*

**ATTEST:**

  
City Clerk

**TEAM SHEEPER, L.L.C.**  
501 Laurel Street  
Menlo Park, CA 94025

By: \_\_\_\_\_  
Tim Sheeper, Chief Executive Officer



## Exhibits

- A. Burgess Pool Site Map
- B. Belle Haven Pool Site Map
- C. Scope of Services
- D. SOLO Schedule and Terms

EXHIBIT A  
BURGESS POOL MAP

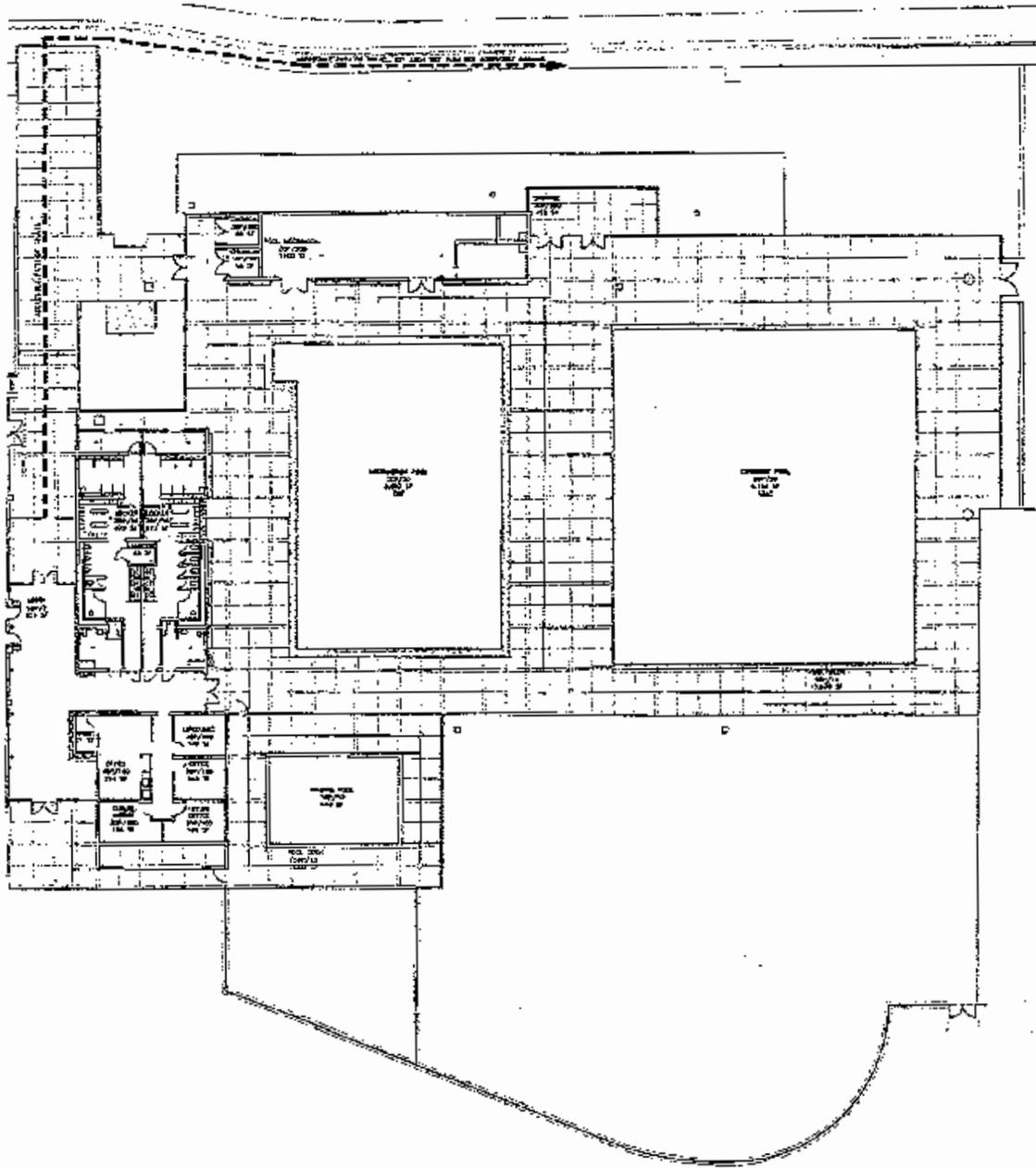
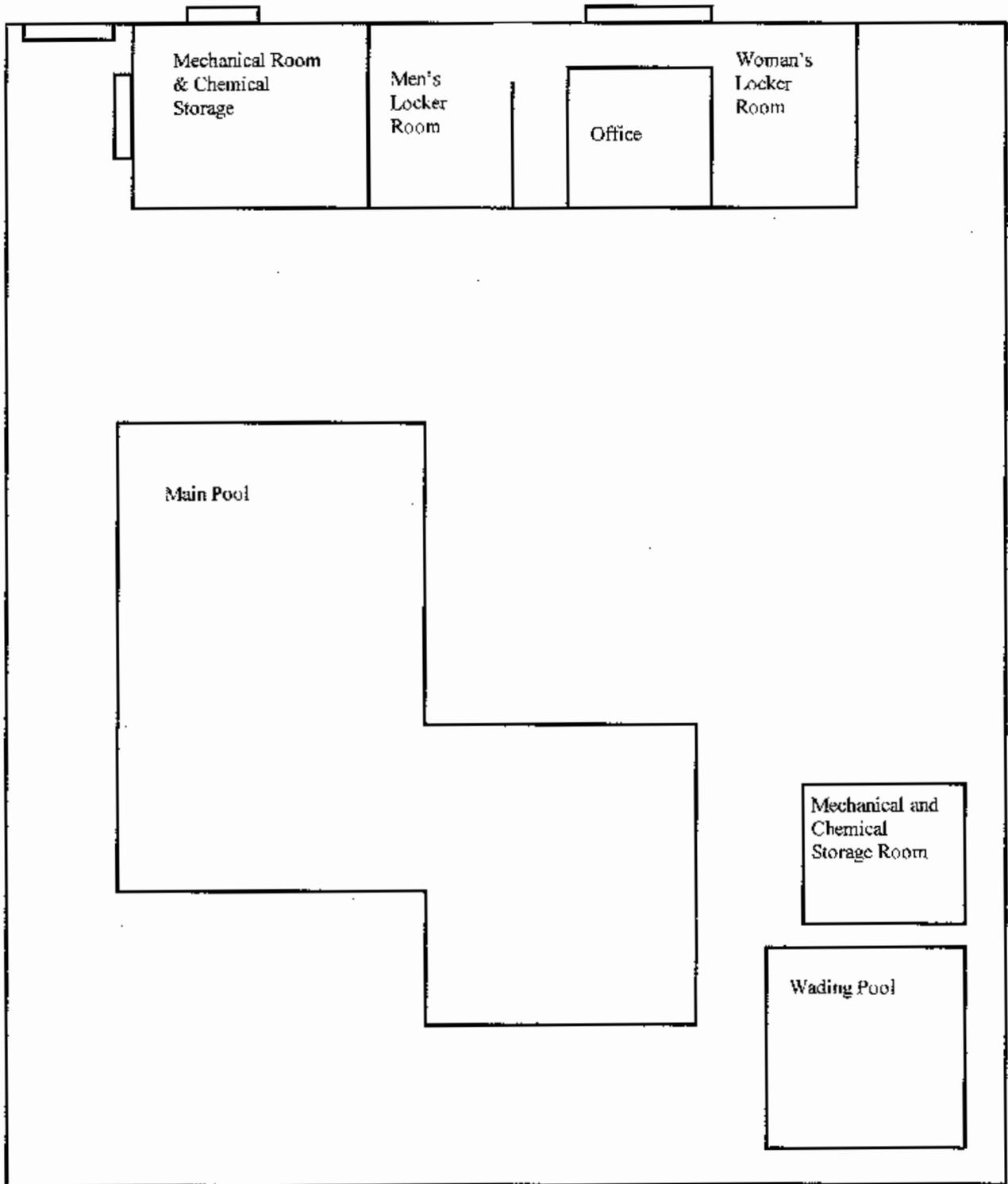


EXHIBIT B

BELLE HAVEN POOL MAP :

Parking Lot



Menlo Swim and Sport  
2018 Scope of Services

**1. Lap Swim**

Description: Community based, non-structured, fitness swimming in both performance and instructional pools with the goal of having lane availability whenever the business is open. Drop-in and membership options

Frequency: 7 days/wk, year-round

Times: Opening to closing

Belle Haven: Weekdays during all open hours, year-round

**2. Open Swim**

Description: Community-based, non-structured, play and family time in both the performance and instructional pool. Increasing pool availability during warmer high demand seasons. Drop-in and seasonal memberships options.

Frequency: 7 days/wk, year-round

Times: Late morning to evening hours, all-day on weekends

Belle Haven: Summer focus-4 hours/daily

**3. Menlo Aquatics-Youth Year-Round Swim Team**

Description: Community-based, structured and programmed with performance incentives including weekend off-site coached events and competitions. Segmented and serving various age-groups from 6-18 year olds. Monthly memberships.

Frequency: 6 days/wk, year-round

Times: After school to late evening weekdays and late morning on Saturdays

Belle Haven: Full program not available, but Belle Haven is used during summer.

**4. Menlo Mavericks-Youth Summer Swim Team**

Description: Community-based, introductory-level, structured and coached 10-week program that is part of a regional competitive league with weekday and weekend events. Monthly memberships.

Frequency: Monday-Saturday, summer only

Times: Morning and afternoon hours throughout the summer

Belle Haven: Not available

**5. Menlo Mavericks-Youth Water Polo Team**

Description: Community-based, year-round team that serves introductory and intermediate level players that compete locally and regionally. Monthly memberships.

Frequency: 3 days/wk

Times: Afternoons year round

Belle Haven: Only available at Belle Haven

**6. Menlo Swim School**

Description: Community-based, year-round service that targets individuals 6 months to adults. Small group, semi-private and private instruction that teaches to class ability level. Various segmented levels that supports time efficient and optimum improvement. Monthly membership.

Frequency: 7 days/wk, year-round.

Times: Mornings to late evening with a long lunch break.

Belle Haven: Available spring, summer and fall

**7. Camp Menlo-Summer and School Holiday Camps**

Description: Community based, seasonal program that serves youth from 4.5-15 year olds with 5 different offerings of week-long camps. Pre and post camp care is available. Most campers take part in a small group swim lesson each day. Weekly fee.

Frequency: Monday-Friday for 10 weeks spanning the summer months.

Times-Early morning to late afternoon options.

Belle Haven: Not available at Belle Haven

**8. Menlo Masters-Adult Swim Team**

Description: Community-based, year-round team that serves introductory to advanced participants. Stroke and fitness improvement along with growth of interpersonal relationships and connection to the community are the goals. Local, regional and international competitions are a part of the curriculum. Monthly memberships and daily drop-ins available.

Frequency: Several daily workouts available

Times: Before work, lunch-time and weekend morning offerings

Belle Haven: Not available

**9. Team Sheeper Triathlon-Adult Triathlon Program**

Description: Community-based, year-round team that serves introductory to advanced participants. Improving personal skills and fitness along with community connection are the main goals. Monthly membership.

Frequency: A few workouts on daily basis year round

Times: Before work, lunch-times and evenings during the week and morning on weekends

Belle Haven: Not available

**10. Aqua Fit-Adult Water Exercise**

Description: Community based, year-round program that targets the non-swimming fitness seekers including the senior population seeking respite from gravity based land exercises. Cardio-vascular and muscular strength improvement is focused upon. Monthly memberships and daily drop-ins available.

Frequency: Offered daily, excluding Saturday

Times: Early mornings weekdays and Sunday, evenings on Tuesday and Thursday

Belle Haven: Not available

**11. Aqua Wellness- Adult Water Therapy**

Description: Community based, year-round program that targets individuals who need assistance with range-of-motion in joints, muscular strength and coordination or are in recovery from an illness or surgical procedure. Monthly memberships or daily drop-ins available.

Frequency: 3 mornings per week

Times: Mid to late morning hours

Belle Haven: Not available

**12. Menlo Mavens-Women's Water Polo Team**

Description: Community based, year-round program that attracts beginners to high level players. The uniqueness of the program serves as a connection point for many women who thrive on interacting with other inspiring and courageous women in the community. The team competes locally, regionally and internationally. Monthly membership and drop-in options available.

Frequency: 2 time per week

Times: Weekday evening and weekend morning

Belle Haven: Annual weekend tournament is hosted at Belle Haven

**13. Pro Services-Private Premium Coaching**

Description: Personal and tailored premium coaching available for clients who do not fit into our established group structure or for those who want the extra attention from a professional level instructor. Monthly memberships or per session fee available.

Frequency: Daily, year-round

Time: Flexible and available all open hours

Belle Haven: Available during open hours with a highly experienced professional

**14. Safety Academy-Lifeguard Certification Courses**

Description: Red Cross certified lifeguard classes are instructed by our Red Cross certified instructors for anyone in the community or region who are seeking their Red Cross lifeguarding certification. A 3-day, 30+ hour course that blends on-site learning and on-line learning. Certification class fee.

Frequency: Monthly year-round, and weekly during peak summer months

Times: Friday evenings, and full day Saturdays and Sundays.

Belle Haven: A portion of the classes are conducted at Belle Haven

**15. Community Rentals and Clinics**

Description: For profit and not for profit community based rentals agreements are entered into throughout the year. An underwater hockey team, a youth swim team (SOLO), a triathlon team (Team in Training) are the year-long agreements. Along with Boy scouts, Cub scouts, Girl Scouts and public and private schools, personal swim clinics. Full pool and individual lane rentals are available

Frequency: Daily, year-round

Time: Various times throughout the year

Belle Haven: Synchronized swimming is the predominant agreement

**16. Menlo Boot Camp-Adult Land Based Exercise Classes**

Description: Community based, year-round program focused on improving general functional strength and well-being for adults. Strength and endurance exercises are used in a group setting that forms community and purpose for life-long vitality and mobility. Monthly memberships and daily drop-in options available.

Frequency: Weekdays, year-round

Times: Early and mid-morning hours

Belle Haven: Not available

**17. Pro Shop-Food and Merchandise**

Description: Support of fuel and gear for the community members using the aquatic or surrounding campus at Burgess Park. Low prices on food and merchandise and the high accessibility of the store make it a convenience for staff and participants.

Frequency: Daily, year-round

Times: During all open hours

Belle Haven: Available on a reduced scale.



**EXHIBIT D**  
**SOLO SCHEDULE AND TERMS**

The SOLO Aquatics swim team ("SOLO") will be able to use Burgess Pool and Belle Haven Pool on the following terms:

- a. Lane space will be provided from 4:00 to 5:30 p.m., Monday through Friday, eight (8) lanes in Burgess performance pool September 1<sup>st</sup> through May 31<sup>st</sup>.
- b. Lane space will be provided from 4:00 to 5:30 p.m., Monday through Friday, four (4) lanes in Burgess performance pool June 1<sup>st</sup> through August 31<sup>st</sup>. Additional lanes may be provided at current rental rates during summer if Provider agrees and open swim attendance allows.
- c. Rental rates will be \$14 per lane hour for the term of the Agreement.
- d. SOLO may elect to opt out of any of the hours provided for herein with 30 days notice.
- e. SOLO will be billed thirty (30) days in advance and on a monthly basis. Any payment not received by Provider within fifteen (15) days of the due date shall be subject to a late payment penalty of five percent (5%) of the amount due.
- f. When the Belle Haven Pool is operational, youth swim team rental shall have the option to use the Belle Haven Pool at agreed upon rates and times.
- g. Youth swim team will have access lobby area of the Burgess Pool for marketing purposes to be approved by Provider in advance.
- h. SOLO shall provide proof of insurance listing the Provider and City as additional insureds.
- i. SOLO shall comply with all of the facilities policies and rules of conduct.
- j. SOLO may not allow any other organization or individual to use any of the privileges or services provided by the Provider
- k. SOLO is responsible for the control and supervision of all participants in their program.
- l. If storage is provided for equipment at the request by SOLO, the Provider is not responsible for any damages or losses to the SOLO's equipment.
- m. They City and Provider reserve the right to close the pool(s) at any time for maintenance or any safety reason. Provider will make every attempt to give notice when possible and assist with informing the SOLO and its participants.
- n. Provider shall have the right to terminate its agreement with SOLO by written notice to the SOLO for any default or breach of any term or condition herein. SOLO will be provided not less than thirty (30) days notice and opportunity to cure any notice of default. Provider shall provide City with a copy of any notice of default provided to SOLO.

- o. City requires a written agreement on a form approved by the City Attorney between the two parties with a copy provided to the City no later than the commencement of the Term of the Agreement between the City and Provider; provided however, Provider shall not be considered in default of the terms and provisions of the Agreement if SOLO has refused to execute a written agreement with Provider on such form approved by the City Attorney.



## STAFF REPORT

### City Council

Meeting Date:

7/26/2022

Staff Report Number:

22-145-CC

**Regular Business:**

**Waive the first reading and introduce an ordinance adding Chapter 8.70 creating a process for obtaining film permits**

### Recommendation

Staff recommends the City Council waive the first reading and introduce an ordinance adding Chapter 8.70 ("Film Permits") to the Menlo Park Municipal Code.

### Policy Issues

The United States Constitution and California Constitution guarantees the right of the people to peaceably assemble and speak or protest in public places.

In enacting the Motion Picture, Television, and Commercial Industries Act of 1984, the Legislature encourages local government to develop uniform procedures for issuing permits and to charge fees for the use of public property or employee services, which do not exceed the reasonable costs of providing the property or services for which the fees are charged (Government Code Section 14998.10.)

### Background

The State of California, through the California Film Commission (CFC), created a model film ordinance, which provides a template for best practices. Adopting the model film ordinance framework will improve the permitting process, clarify procedures and standardize practices throughout various city departments. Staff has incorporated these practices into the proposed updates to the City's Film Ordinance, to ensure that the film permitting process:

- Allows for mitigation of concerns from neighboring residents and businesses affected by filming; and
- Eliminates practices that have in the past that created impediments to filming; and
- Cost recovery

To help with developing the proposed ordinance, streamline policies and procedures and provide consistency within our own processes, staff from the city attorney's office, city manager's office, community development, library and community services, police, and public works departments have worked together to develop the proposed ordinance. At the same time, staff has strived to create consistency in processes and workflow.

### Analysis

Consistent with Government Code Sections 14999.20 through 14999.37, the City developed a process for granting film permits using the CFC's model ordinance. The Film Permitting Ordinance empowers the

director of public works or their designee to receive and process applications for film permits and creates a process for the orderly issuance and enforcement of permits for filming activity taking place within the City. The following types of filming need not obtain a permit under the proposed ordinance: “small operations,” defined as filming activity involving 10 or fewer people not requiring closure of city streets or any City services, not obstructing free passage, and not using pyrotechnics or non-domestic animals; filming by news media, filming at a studio, still photography and City-produced government access films. Any other filming activity, as defined, taking place on public or private property is subject to the permit requirement. Under the terms of the proposed ordinance, the director of public works has 28 days to review and issue or deny an application. The proposed ordinance also creates a mechanism for cost recovery and use charges to the extent authorized by law, while not unduly burdening filming activities in the City.

Government Code Section 14999.21 requires cities to submit a draft of a film permitting ordinance to the CFC at least 30 days before adoption. On July 5, 2022, City staff has submitted the attached ordinance to the CFC for review and comment. Pursuant to the requirement in Government Code Section 14999.21, the CFC’s comments are advisory and must be considered by the City Council before adoption. Staff will return to the City Council for a second reading and adoption of the Film Permit Ordinance when the 30-day period has elapsed.

The CFC provided comments, attached hereto as Attachment B. City staff worked with the city attorney’s office to incorporate some of the CFC’s comments, including requiring a permit for filming activity on both private and public property and defining “small operations,” as including only 10 people, rather than the 25 which the City had originally included. City staff preferred to maintain the 28-day application timeframe rather than incorporate the CFC’s comment on this item, due to the necessity to coordinate among many different departments and meet with the applicant before to permit issuance. Since “small operations” are exempt from obtaining a film permit, the filming activities that are subject to a permit are anticipated to require this additional time for adequate coordination.

### **Impact on City Resources**

The proposed ordinance gives the public works director or designee the authority to review and issue or deny film permits. The City will need to update the Accela (City’s permitting system) infrastructure and coordinate enforcement (if needed) with the police department.

### **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 proposes an organizational structure change that will not result in any direct or indirect physical change in the environment.

### **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. Proposed ordinance
- B. CFC comments

Staff Report #: 22-145-CC

Report prepared by:  
Judi A. Herren, Assistant to the City Manager/ City Clerk

Report reviewed by:  
Tamar Burke, Assistant City Attorney

**ORDINANCE NO. XXXX****ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
ADDING A NEW CHAPTER 8.70 “FILM PERMIT” TO THE CITY WITHIN TITLE  
8 OF THE MENLO PARK MUNICIPAL CODE**

WHEREAS, in enacting the Motion Picture, Television, and Commercial Industries Act of 1984, the Legislature intended to encourage local government to develop uniform procedures for issuing permits and to charge fees for the use of public property or employee services, which do not exceed the reasonable costs of providing the property or services for which the fees are charged (Government Code § 14998.10); and

WHEREAS, the City of Menlo Park wishes to create a process for the orderly issuance and enforcement of permits for filming activity taking place within the City; and

WHEREAS, the City also wishes to create a mechanism for cost recovery and use charges to the extent authorized by law, while not unduly burdening filming activities in the City; and

WHEREAS, the California Film Commission has published a Model Filming Ordinance providing general guidance to local government entities adopting a film permitting ordinance, which has been considered by the City in the creation of these regulations; and

WHEREAS, consistent with Government Code section 14999.21, the City Clerk transmitted a draft of this proposed ordinance and regulations to the California Film Commission on July 5, 2022, and consistent with the requirements of California Government Code section 14999.21(b). The California Film Commission has reviewed the proposed Ordinance and the City Council has considered any findings provided by the Commission in adoption of these regulations.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MENLO PARK:

**SECTION 1. Findings.**

The above recitals are hereby declared to be true and correct findings of the City Council of the City of Menlo Park.

**SECTION 2. Adoption of Chapter 8.70 – Film Permits, of Title 8 – Peace, Safety, and Morals, of the Menlo Park Municipal Code.**

A new Chapter 8.70 – Film Permits, of Title 8, Peace, Safety, and Morals, is hereby added to the Menlo Park Municipal Code to read as set forth in Exhibit A, attached hereto and incorporated herein by reference.

**SECTION 3. Severability.**

If any provision or clause of this ordinance or the application thereof to any person or circumstance is held to be unconstitutional or to be otherwise invalid by a final judgment of any court or competent jurisdiction, such invalidity shall not affect other provisions or clauses or application, and to this end, the provisions and clauses of this ordinance are declared to be severable.

SECTION 4. California Environmental Quality Act.

The City Council finds that the adoption and implementation of this Ordinance are exempt from the provisions of the California Environmental Quality Act under section 15061(b)(3) in that the City Council finds there is no possibility that the implementation of this Article may have significant effects on the environment.

SECTION 5. Publication; Effective Date.

This Ordinance shall be published once, in full or in summary form, after its final passage, in a newspaper of general circulation, published, and circulated in the City of Menlo Park, and shall be in full force and effect thirty (30) days after its final passage. If published in summary form, the summary shall also be published within fifteen (15) days after the adoption, together with the names of those City Councilmembers voting for or against same, in a newspaper of general circulation published and circulated in the City of Menlo Park, County of San Mateo, State of California.

INTRODUCED on the twenty-sixth day of July, 2022.

PASSED AND ADOPTED as an ordinance of the City of Menlo Park at a regular meeting of said City Council on the \_\_ day of \_\_, 2022, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

\_\_\_\_\_  
Betsy Nash, Mayor

ATTEST:

\_\_\_\_\_  
Judi A. Herren, City Clerk

Exhibits:

- A. Chapter 8.70 – Film Permits, of Title 8 – Peace, Safety, and Morals, of the Menlo Park Municipal Code

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## Chapter 8.70 – Film Permit

### Sections:

- 8.70.010 – Definitions.
- 8.70.020 – General provisions.
- 8.70.030 – Film permit application.
- 8.70.040 – Review process.
- 8.70.050 – Denial/revocation of film permit.
- 8.70.060 – Permit fees.
- 8.70.070 – Reimbursement and compensation for City services and use of City facilities.
- 8.70.080 – Appeals.
- 8.70.090 – Indemnification and insurance requirements.
- 8.70.100 – Display of film permit.
- 8.70.110 – Administrative regulations.
- 8.70.120 – Penalties.

### Section 8.70.010 – Definitions.

The following words and phrases, whenever used in this chapter, shall be construed as defined in this Chapter:

1. “Applicant” means any person who seeks a permit under this Chapter for Filming Activity in the City.
2. “City property” means all real property and improvements owner, operated or controlled by the City within the City’s jurisdiction. City property includes, but is not limited to City Hall, police and fire facilities, recreational facilities, parks, libraries, streets and sidewalks, and public right-of-way.
3. “Film” shall include motion pictures, television shows or programs, commercials, digital media in any medium including film, tape, or digital format.
4. “Filming Activity” shall mean and include all activity attendant to staging or shooting commercial motion pictures, television shows, or programs, commercials, digital media, still photography in any medium including film, tape, or digital format.
5. “News Media” shall mean the photographing, filming or videotaping for the purpose of spontaneous, unplanned television news broadcasts (“breaking news”) or reporting for print media by reporters, photographers or camerapersons.
6. “Permit” means a film permit issued by the City of Menlo Park Public Works Department consistent with the provisions of this Chapter.
7. “Small Operations” shall mean filming activity that: (i) involves fewer than 10 persons, (ii) does not require the closure of any portion of streets, sidewalks, public passageways, or any public property, and does not create any obstruction to free the passage of pedestrians and vehicles, and complies with all vehicle and pedestrian traffic laws, (iii) does not involve the use aerial vehicles (manned or unmanned) or any vehicles, as defined in the Vehicle Code, during



filming; (iv) does not involve any pyrotechnics, simulated or actual gunfire, or animals, except for domestic animals and/or service animals that are kept in compliance with applicable leash laws, and (v) does not require use of any city services.

8. "Studio" shall mean a fixed place of business certified as such by a local fire authority having jurisdiction where filming activities (motion or still photography) are regularly conducted upon the premises.

#### **Section 8.70.020 – General provisions.**

1. Permit Required. Except as provided by the terms of a permit, lease, or contract which has been specifically authorized by the City Council, no person shall use any City property or private property for Filming Activity without first applying for any receiving a Permit from the public works director or designee.

2. The provisions of this Chapter shall not apply to the following:

A. News Media, including reporters, photographers or camerapersons employed by a newspaper, news service, or similar entity engaged in on-the-spot print media, publishing or broadcasting, of news events concerning those persons, scenes, or occurrences which are in the news and of general public interest; or

B. Small Operations; or

C. Filming activities (motion or still photography) conducted at a Studio; or

D. Photographers conducting still photography; or

E. City produced government access films.

#### **Section 8.70.030 – Film permit application.**

1. To receive a Film Permit, an applicant must complete and file an application with the public works director or designee on a form approved by the city manager or designee. The Applicant must provide the following information:

A. The name of the person, firm, or corporation employing the persons who will be performing in the Film; and

B. The name of the person(s) who will be responsible for the filming crew on location in the City; and

C. The specific location(s) where Filming Activity will take place, including a logistics plan or map showing the property to be used for the Filming Activity, including bus zones, no-parking areas, any structures to be installed as part of the Filming Activity; and

D. The specific hours and dates that the Filming Activity will take place; and

E. A description of the character or nature of the proposed Filming Activities; and

F. The exact number of personnel/persons to be involved in the Filming Activity; and

G. A description of any activity which may cause public alarm, such as the use of any animals, gunfire or pyrotechnics, low flying helicopters and/or unmanned aircraft systems (“UAS”); and

H. If unmanned aircraft systems will be used, all applicable documentation (i.e., remote pilot certificate, UAS registration certificate, waivers, detailed flight plan, etc.); and

I. The exact type and number of vehicles and equipment to be employed, along with a parking plan sufficient for the vehicles and equipment; and

J. The extent to which permission is desired for the obstruction of or interference with normal use of public property to be used; and

K. Proof of insurance in an amount of at least \$2,000,000 that will remain in effect through the duration of the Filming Activity in the City; and

L. UAS pilots planning to fly under four hundred (400) feet in controlled airspace around airports must receive an airspace authorization from the Federal Aviation Administration (FAA) before they fly.

2. The public works director or designee shall review and issue or deny the application within 28 days of receipt of a completed application.

#### **Section 8.70.040 – Review process.**

1. Subject to the criteria for denial set forth in Section 8.60.060, the public works director or designee shall issue a Film Permit if it is determined that all of the following criteria have been met:

A. The preparation for or the conduct of the proposed Filming Activity will not unreasonably burden City resources necessary, significantly interfere with the provision of governmental services to the public, interfere with the City’s provision of public services to the public, or prohibit access to City property to the public for an extended duration while the property used for the filming activity; and

B. The preparation for or the conduct of the proposed Filming Activity will not unduly impede, obstruct, or interfere with the operation of emergency vehicles or equipment in or through the particular permit area or adversely affect the City’s ability to perform municipal functions or furnish City services in the vicinity of the permit area; and

C. The proposed Filming Activity does not otherwise present a substantial safety, noise, environmental, or traffic hazard, which cannot be mitigated with the imposition of reasonable traffic control or safety measures.

2. In deciding whether to approve an application, no consideration may be given to the message of the event, the content of speech, or the identity or associational relationships of the Applicant.

**Section 8.70.050 – Denial/revocation of film permit.**

The public works director or designee may deny any application for a Film Permit or revoke such a permit if the public works director or designee finds any of the following:

1. The Applicant has knowingly made a false, misleading or fraudulent statement of fact to the City in the application process; or
2. The application does not contain the information required by this Chapter; or
3. The application does not satisfy the requirements of this Chapter; or
4. The Applicant fails to comply with any conditions of approval including, but not limited to:
  - A. Remittance of fees, charges or deposits; or
  - B. Submittal of an indemnification agreement and/or proof of insurance for the Film Permit as required by the City; or
  - C. Timely receipt of all required approvals.
5. The Applicant has damaged City property and has not paid in full for such damage or has other outstanding and unpaid debts related to a prior film permit issued by the City.
6. The filming would occur at a location and time in conflict with another event or other activity already permitted or that can be permitted to another applicant that submitted an application first in time.
7. The filming activity would be in conflict with applicable provisions of any federal, state and/or local laws.

**Section 8.70.060 – Permit fees.**

Film Permit application fees for Filming Activity pursuant to this Chapter shall be established by separate resolution of the City Council.

**Section 8.70.070 – Reimbursement and compensation for City services and use of City facilities.**

1. The Applicant shall reimburse the City for any personnel provided to the Applicant (i.e. police, traffic safety) for the purpose of supporting Film Activities.
2. The City shall be compensated for the use of any City property or facilities to the extent that such use constitutes a cost to the public.
3. Fees for services, municipal expenses, and rental of facilities may be established by resolution of the City Council.

### **Chapter 8.70.080 – Appeals.**

An Applicant may appeal the denial or revocation of a permit by providing the city manager or designee written notice of appeal within five (5) days of the denial or revocation. The city manager or designee shall hold a hearing within ten (10) days of the filing of a notice of appeal, at which time the applicant may present any and all evidence, testimony, and information relevant to the city manager's decision. The city manager or designee, within five (5) days following the appeal hearing, shall issue a decision. The decision of the city manager or designee shall be mailed or delivered to the applicant and shall be final and binding.

### **Section 8.70.090 – Indemnification and insurance requirements.**

1. Indemnification. Each permittee shall execute a hold harmless agreement in a form approved by the City agreeing to defend, indemnify, and hold harmless and the City against losses and liabilities incurred from the willful or negligent acts or omissions of the permittee or its officers, employees, and agents.

2. Except as otherwise prohibited by law, the permittee shall procure and maintain in full force and effect during the term of a policy of insurance from a reliable insurance company authorized to do business in the State. The policy shall be in an amount of at least \$2,000,000 per occurrence and shall be endorsed naming the City, its boards, officers, agents, employees, and volunteers an additional insureds for protection against claims of third persons for personal injuries, wrongful deaths, and property damage. Higher liability limits or separate aerial coverage shall be required for the use of helicopters, aerial equipment, or UAS.

3. Workers Compensation Insurance. Permittees shall conform to all applicable federal and state requirements for workers' compensation insurance for all persons operating under a film permit.

### **Chapter 8.70.100 – Display of film permit.**

A copy of the Film Permit shall be displayed at the filming site and shall be exhibited upon demand of any City official.

### **Chapter 8.70.110 – Administrative regulations.**

The city manager or designee, may adopt administrative regulations that are consistent with and that further the terms and requirements set forth within this Chapter. All such administrative regulations must be in writing.

### **Chapter 8.70.120 – Penalties.**

Any person who intentionally violates any of the provisions of this Chapter shall be guilty of a misdemeanor. Violations of this chapter may enforced pursuant to any laws and remedies available to the City including but not limited to enforcement as a misdemeanor and/or public nuisance pursuant to Chapters 1.12 and 8.04 of this Code.

**Herren, Judi A**

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**From:** Eric Klosterman <eric.klosterman@film.ca.gov>  
**Sent:** Thursday, July 7, 2022 11:24 AM  
**To:** Herren, Judi A  
**Cc:** Burke, Tamar M.; Doherty, Nira F; Leigh Flores  
**Subject:** Film Permit Ordinance City of Menlo Park  
**Attachments:** 30 Mile Zone Chart.pdf

**CAUTION: This email originated from outside of the organization. Unless you recognize the sender's email address and know the content is safe, DO NOT click links, open attachments or reply.**

Hi Judi,

I have reviewed your proposed film permit ordinance. My notes are as follows:

- 1) Only filming on City property requires a permit – many jurisdictions require a permit for public and private property, but this is up to you. Does parking on a city street while filming all on private property trigger the need for a permit? Productions often want to post “NO Parking” signs to insure they have a place to park their equipment. I would think that would trigger the need for a permit.
- 2) Small Operations – you define a “small operation” as fewer than 25 persons – this seems to allow fairly large groups to film without a permit – suggest reducing this to less than 10, but again, it is up to you.
- 3) Permit application timeframe – you say that the City manager or designee will review and approve or deny permits within 28 days. Does that mean that all applications must be submitted at least 28 days in advance? That seems like a very long time. Can this be reduced to 5 or 10 business days?

Otherwise, the ordinance follows our guidelines. I am interested to know what your fee schedule will be. I have attached a copy of our 30-mile Zone chart, which shows the fees and requirements for cities in the Los Angeles area, for comparison. Thanks.

**Eric Klosterman**

Permit Team Manager

California Film Commission

7080 Hollywood Blvd. Suite 900 | Hollywood, CA 90028

(323)817-4105 **[Office]**

(213)610-1170 **[Mobile]**

**CALIFORNIA**  
Film Commission



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30-Mile Studio Zone Chart

JURISDICTION	CONTACT	ADVANCE NOTICE	PERMIT FEE BUSINESS LICENSE	LOCATION FEE	POLICE REQUIREMENT	FIRE REQUIREMENT	MAP REF	FILM PERMIT INFORMATION SPECIAL PROVISIONS
<a href="#">Agoura Hills</a>	Agoura Hills Film Office <a href="mailto:filming@sws-inc.com">filming@sws-inc.com</a> Ph: 805.495.7521 Fax: 805.495.7621	3 Business Days Additional days required for more difficult permits	No Business License Required Fees based upon type of shoot. Visit city website for more information.	For Parks Department only.	<a href="#">L.A. County Sheriff</a> \$109.73 B1 Deputy \$133.10 Sergeant Patrol Station/Facility min: 4 hrs Susana Hernandez Film Unit Coordinator Email: (preferred) s4hernan@lasd.org Ph: 213.229.1672	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> Ph: 818.364.8240 Fax: 818.364.8242	p. 558	<a href="#">Agoura Hills Film Permit</a> All information can be found on website.
<a href="#">Alhambra</a>	Micky Xin Finance Department <a href="mailto:mxin@cityofalhambra.org">mxin@cityofalhambra.org</a>  Ph:626.570.5021 Fax: 626.308.4868	5-10 Business Days	Application Fee: \$79-nonrefundable \$344 per day filming  Student Filming Fee: \$54	Varies	<a href="#">Alhambra Police</a> \$100 per hour (4 hr min)  Ph:626.570.5138	<a href="#">Alhambra Fire</a> Required at all times \$100 per hour (4 hr min)  Ph:626.570.5190	p. 596	<a href="#">Alhambra Film Permit</a> Contact Public Works Department for street closures  <b>STUDENT FRIENDLY</b>
<a href="#">Anaheim</a> Orange County <b>Only part of city in 30-Mile Studio Zone</b>	Paul Dominguez/Assistant Engineer TE Department / Public Works <a href="mailto:tepermits@anaheim.net">tepermits@anaheim.net</a> Ph: 714.765.5099 Ph: 714.765.5183 Fax: 714.765.4667	7-14 Business Days	Application Fee: \$68 Processing: \$35 \$10 per employee Ph: 714.765.5194	Varies for city property	<a href="#">Anaheim Police</a> \$81.62/hr Police Officer \$100.17/hr Police Sergeant Ph: 714.765.1893	<a href="#">Anaheim Fire</a> \$100 per hour (4 hr min) fees vary - Contact Anaheim Fire Special Event Inspector Ph: 714.765.4040	OR/SD p. 768	<a href="#">Anaheim Film Permit</a>  <a href="#">Film / Photography Regulations</a>  <a href="#">Filming at ARTIC</a>
<a href="#">Arcadia</a>	Diana Loli Business License Department <a href="mailto:BL@ArcadiaCA.gov">BL@ArcadiaCA.gov</a> Ph: 626.574.5430  Fax: 626.447.9173	7 Business Days	Film Permit Fee: \$292.30 for first day Still Photo Fee: \$281.10 - \$84.30 each additional day  \$87.80 each additional day and location for Filming  Processing Fee: \$10.00 & \$4.00 SB1186	Varies	<a href="#">Arcadia Police</a> Traffic Control & Public Property \$127.00 per hour (6 hr min) Police Officer Ph: 626.574.5151	<a href="#">Arcadia Fire</a> \$140.00 per hour (6 hr min) Fire Fighter Ph: 626.574.5100	p. 567	<a href="#">Arcadia Film Permit</a> Filming on Santa Anita, Baldwin, and Huntington during racing season Oct-Apr subject to approval  10pm filming limit in residential areas <b>No Saturday or Sunday filming in residential areas.</b>



30-Mile Studio Zone Chart

JURISDICTION	CONTACT	ADVANCE NOTICE	PERMIT FEE BUSINESS LICENSE	LOCATION FEE	POLICE REQUIREMENT	FIRE REQUIREMENT	MAP REF	FILM PERMIT INFORMATION SPECIAL PROVISIONS
<a href="#">Artesia</a>	Micah Weichbrodt Management Analyst <a href="mailto:mweichbrodt@cityofartesia.us">mweichbrodt@cityofartesia.us</a> <b>Ph: 562.865.6262</b> <b>ext. 262</b> <b>Fax: 562.865.6240</b>	1-10 Business Days	Film Permit: \$400 per day	None unless traffic control required	<a href="#">L.A. County Sheriff</a> \$109.73 B1 Deputy \$133.10 Sergeant Patrol Station/Facility min: 4 hrs Susana Hernandez Film Unit Coordinator Email: (preferred) s4hernan@lasd.org <b>Ph: 213.229.1672</b>	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> <b>Ph: 818.364.8240</b> <b>Fax: 818.364.8242</b>	p. 766	<b>No film permit information available online</b>
<a href="#">Azusa</a>	Liz Cortez Development Services Assistant <a href="mailto:lcortez@azusaca.gov">lcortez@azusaca.gov</a> <b>Ph: 626.812.5249</b> <b>Fax: 626.334.5464</b>	7-14 Business Days	Application Fee: \$193.00 Business License Tax: \$353.00 per day	City Property: \$1580.00 per day	<a href="#">Azusa Police</a> See Film Permit Applications and Special Provisions link for details <b>Ph: 626.812.3200</b>	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> <b>Ph: 818.364.8240</b> <b>Fax: 818.364.8242</b>	p. 568	<a href="#">Azusa Film Permit</a> Site inspection fees vary case-by- case <b>Office CLOSED on Fridays</b>



30-Mile Studio Zone Chart

JURISDICTION	CONTACT	ADVANCE NOTICE	PERMIT FEE BUSINESS LICENSE	LOCATION FEE	POLICE REQUIREMENT	FIRE REQUIREMENT	MAP REF	FILM PERMIT INFORMATION SPECIAL PROVISIONS
<a href="#">Baldwin Park</a>	Patty Jaime Finance Department <a href="mailto:pjaime@baldwinpark.com">pjaime@baldwinpark.com</a> <b>Ph: 626.813.5210</b> <b>Fax: 626.962.2625</b>	12 Business Days	<a href="#">Business License, Fee</a> \$165 filming permit fee for first day \$138 for each day thereafter Fees include cost of Business License No fees paid until application approved by Police Department	Varies	<a href="#">Baldwin Park Police</a> Case-by-case <b>Ph: 626.960.4011</b>	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 <b>FIRE SAFETY 96OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> <b>Ph: 818.364.8240</b> <b>Fax: 818.364.8242</b>	p. 598	<a href="#">Baldwin Park Film Permit</a> <i>No permit application online</i> Proof of insurance and business license required Efforts coordinated with various departments depending on needs of shoot <b>Office CLOSED on Fridays</b>
<a href="#">Bell</a>	Jo-Anne Burns Associate Planner <a href="mailto:Jburns@cityofbell.org">Jburns@cityofbell.org</a> <b>Ph: 323.588.6211</b> <b>ext. 2609</b> <b>Fax: 323.771.9473</b>		<a href="#">Filming Fees</a> Film Deposit: \$500 Processing Fee: \$172 \$72 per day Filming Fees New: \$391.00 as of 2.10.2018	Varies	<a href="#">Bell City Police</a> Case-by-case <b>Ph: 323.585.1245</b>	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> <b>Ph: 818.364.8240</b> <b>Fax: 818.364.8242</b>	p. 675	<b>No film permit information available online</b> Applications to be submitted in office at City Hall



30-Mile Studio Zone Chart

JURISDICTION	CONTACT	ADVANCE NOTICE	PERMIT FEE BUSINESS LICENSE	LOCATION FEE	POLICE REQUIREMENT	FIRE REQUIREMENT	MAP REF	FILM PERMIT INFORMATION SPECIAL PROVISIONS
<a href="#">Bell Gardens</a>	Erika Gutierrez Planning Department <a href="mailto:egutierrez@bellgardens.org">egutierrez@bellgardens.org</a> <b>Ph: 562.806.7722</b> <b>Fax: 562.806.7720</b>	30 Business Days	Film Permit Flat Rate Fee: \$500 Business License: \$136 \$200 per day Non-Profit: \$100 Refundable Deposit: \$1500	Varies for city-owned properties; otherwise - none	<a href="#">Bell Gardens Police</a> \$50 per hour (4 hr min) <b>Ph: 562.806.7600</b>	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro. & Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> <b>Ph: 818.364.8240</b> <b>Fax: 818.364.8242</b>	p. 705	<a href="#">Bell Gardens Film Permit</a> Email or mail in application Office CLOSED on Fridays
<a href="#">Bellflower</a>	Eric Nichols Pacific Productions Services, Inc. <a href="mailto:eric@lafilmpermits.com">eric@lafilmpermits.com</a> <b>Ph: 323.260.4777</b>	3 Business Days	Permit Fee: \$321 and \$213/day for subsequent days Business License: Fee waived	Varies	<a href="#">L.A. County Sheriff</a> \$109.73 B1 Deputy \$133.10 Sergeant Patrol Station/Facility min: 4 hrs Susana Hernandez Film Unit Coordinator Email: (preferred) s4hernan@lasd.org <b>Ph: 213.229.1672</b>	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro. & Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> <b>Ph: 818.364.8240</b> <b>Fax: 818.364.8242</b>	p. 736	<a href="#">Bellflower Film Permit</a> Film friendly and committed to helping filming industry <b>STUDENT FRIENDLY</b>



30-Mile Studio Zone Chart

JURISDICTION	CONTACT	ADVANCE NOTICE	PERMIT FEE BUSINESS LICENSE	LOCATION FEE	POLICE REQUIREMENT	FIRE REQUIREMENT	MAP REF	FILM PERMIT INFORMATION SPECIAL PROVISIONS
<a href="#">Beverly Hills</a> 	Magdalena Davis Scott Lipke Hillary Villeno Filming and Special Events Office <a href="mailto:cbhfilmpermits@beverlyhills.org">cbhfilmpermits@beverlyhills.org</a> Ph: 310.285.2408 Fax: 310.273.0972	2-4 Business Days	Film Permit Fee: \$115 per day Student Permit Fee: \$70	<a href="#">Schedule of Fees</a>	<a href="#">Beverly Hills Police</a> \$111 per hour (4 hr min) Ph: 310.550.4951	<a href="#">Beverly Hills Fire</a> \$156 per hour (4 hr min) FX & Generator Ph: 310.550.4900	p. 632	<a href="#">Beverly Hills Film Permit</a> Residential filming restrictions <b>STUDENT FRIENDLY</b>
<a href="#">Bradbury</a>	Claudia Saldana City Clerk <a href="mailto:csaldana@cityofbradbury.org">csaldana@cityofbradbury.org</a> Ph: 626.358.3218 Fax: 626.303.5154	2-3 Business Days	License Fee: \$1030 per day (reduced in certain cases by City Manager depending on production)	Varies Homeowners Association Fee	<a href="#">L.A. County Sheriff</a> \$109.73 B1 Deputy \$133.10 Sergeant Patrol Station/Facility min: 4 hrs Susana Hernandez Film Unit Coordinator Email: (preferred) s4hernan@lasd.org Ph: 213.229.1672	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro. & Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> Ph: 818.364.8240 Fax: 818.364.8242	p. 568	<a href="#">Bradbury Film Permit</a> Film day ends at sunset. Night filming requires additional \$1000 per day <b>STUDENT FRIENDLY</b>
<a href="#">Brea</a> Orange County Only part of city in 30-Mile Studio Zone	Jason Killebrew City Planner Planning Department <a href="mailto:Jasonk@cityofbrea.net">Jasonk@cityofbrea.net</a> Ph: 714.990.7143 Fax: 714.671.3694	14 Business Days Minimum	Fees Vary Permit Fee: \$500 Business License fee for each day of filming - fees may vary	Varies	<a href="#">Brea Police</a> Varies Ph: 714.990.7685 ext.34	<a href="#">Brea Fire</a> Varies Ph: 714.990.7655	OR/SD p. 709	<a href="#">Brea Film Permit</a> Scroll down to <i>Film Permit</i> Check permit fees before filing application Deposit for clean-up may be required



30-Mile Studio Zone Chart

JURISDICTION	CONTACT	ADVANCE NOTICE	PERMIT FEE BUSINESS LICENSE	LOCATION FEE	POLICE REQUIREMENT	FIRE REQUIREMENT	MAP REF	FILM PERMIT INFORMATION SPECIAL PROVISIONS
<a href="#">Buena Park</a> Orange County Only part of city in 30-Mile Studio Zone	Rebekah Lovejoy Finance Department <a href="mailto:rlovejoy@buenapark.com">rlovejoy@buenapark.com</a> Ph: 714.562.3736 Fax: 714.562.3728	5-10 Business Days - with street closure	Business License Fee: \$41.50 Permit Fee: \$300	None	<a href="#">Buena Park Police</a> Case-by-Case Ph: 714.562.3992	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> Ph: 818.364.8240 Fax: 818.364.8242	p. 767	<a href="#">Buena Park Film Permit</a> Office CLOSED alternate Fridays
<a href="#">Burbank</a>	James Marshall Film Permit Coordinator <a href="mailto:info@filmburbankca.com">info@filmburbankca.com</a> Ph: 818.238.3105 Fax: 818.238.3109	2 Business Days Minimum - depending on the request	Film Permit Fee: \$707 per week \$398 each day Student: \$100 student per week \$25 student each day	City Property: \$200 per day Contact Parks Department for rates	<a href="#">Burbank Police</a> \$140.00 per hour (4 hr min) Ph: 818.238.3005	<a href="#">Burbank Fire</a> \$110.00 per hour (4 hr min) Fire Safety Officer Ph: 818.238.3473	p. 533	<a href="#">Burbank Film Permit</a> Office CLOSED alternate Fridays STUDENT FRIENDLY Ph: 818.238.5317  <a href="#">Burbank Unified School District Area Requirements</a> permitted by <a href="#">FilmL.A., Inc.</a> <a href="mailto:schools@filmia.com">schools@filmia.com</a> Ph: 213.977.8600 ext. 616 <a href="#">Burbank Unified School District</a>



30-Mile Studio Zone Chart

JURISDICTION	CONTACT	ADVANCE NOTICE	PERMIT FEE BUSINESS LICENSE	LOCATION FEE	POLICE REQUIREMENT	FIRE REQUIREMENT	MAP REF	FILM PERMIT INFORMATION SPECIAL PROVISIONS
<a href="#">Calabasas</a>	Teal Pacyna Building Assistant, Calabasas Film Permit Office <a href="mailto:tpacyna@cityofcalabasas.com">tpacyna@cityofcalabasas.com</a> <b>Ph: 818.224.1736</b> <b>Fax: 818.224.1600</b>	2 Business Days (additional days required for more difficult permits)	Motion and Still Photo Application: \$114 No Business License Required	Motion Picture Location Fee: \$455.00 per day Still Photography Location Fee: \$171.00 per day Other Fees May Apply	<a href="#">L.A. County Sheriff</a> \$109.73 B1 Deputy \$133.10 Sergeant Patrol Station/Facility min: 4 hrs Susana Hernandez Film Unit Coordinator Email: (preferred) s4hernan@lasd.org <b>Ph: 213.229.1672</b>	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro. & Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> <b>Ph: 818.364.8240</b> <b>Fax: 818.364.8242</b>	p. 559	<a href="#">Calabasas Film Permit</a> Provide standard \$1,000,000 insurance with endorsement Signatures required for filming outside original hours Earliest entry 6am / latest out 12am Filming Hours 7am-7pm 20 Filming Days Maximum Film Office Hours: 7am-4pm
<a href="#">Carson</a>	Cristine Gaiennie Business License Department / Revenue Division <a href="mailto:revenue@carson.ca.us">revenue@carson.ca.us</a> <b>Ph: 310.952.1748</b> <b>Fax: 310.830.8023</b>	14 Calendar Days Before Filming	Film Permit Fee: \$650.00 per week \$500.00 each additional week + \$100.00 refundable clean-up deposit Still Photography: \$100.00	Varies	<a href="#">L.A. County Sheriff</a> \$109.73 B1 Deputy \$133.10 Sergeant Patrol Station/Facility min: 4 hrs Susana Hernandez Film Unit Coordinator Email: (preferred) s4hernan@lasd.org <b>Ph: 213.229.1672</b>	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro. & Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> <b>Ph: 818.364.8240</b> <b>Fax: 818.364.8242</b>	p. 764	<a href="#">Carson Film Permit</a> <b>Office CLOSED on Fridays STUDENT FRIENDLY</b> Fees waived for student films with letter and ID from school



30-Mile Studio Zone Chart

JURISDICTION	CONTACT	ADVANCE NOTICE	PERMIT FEE BUSINESS LICENSE	LOCATION FEE	POLICE REQUIREMENT	FIRE REQUIREMENT	MAP REF	FILM PERMIT INFORMATION SPECIAL PROVISIONS
<a href="#">Cerritos</a>	Mariel Angeles, Department of Community Development <a href="mailto:mangeles@cerritos.us">mangeles@cerritos.us</a> <b>Ph: 562.916.1201</b>	2-4 Business Days	Application Fee: \$50.00 (for commercial filming on public facilities only) Use Charge: \$200.00 per day - to be waived if activity causes no disruption to a facility	City Property: \$200/day, not including facility fees (waived if no disruption to facilities caused by activity)	<a href="#">L.A. County Sheriff</a> \$109.73 B1 Deputy \$133.10 Sergeant Patrol Station/Facility min: 4 hrs Susana Hernandez Film Unit Coordinator Email: (preferred) s4hernan@lasd.org <b>Ph: 213.229.1672</b>	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> <b>Ph: 818.364.8240</b> <b>Fax: 818.364.8242</b>	p. 767	<a href="#">Cerritos Film Permit</a> <b>STUDENT FRIENDLY</b>
<a href="#">Commerce</a>	Rachel Baltierra Film Location Staff <b>Ph: 323.722.4805 ext. 2801</b> Maria Villaseñor Film Permit Staff <b>Ph: 323.722.4805 ext. 2325</b> <b>Fax: 323.887.4441</b> <a href="mailto:filmpermit@ci.commerce.ca.us">filmpermit@ci.commerce.ca.us</a>	7 Days Minimum 14 Days Street Closure	Film Permit Fee: \$500	Only for city facilities	<a href="#">L.A. County Sheriff</a> \$109.73 B1 Deputy \$133.10 Sergeant Patrol Station/Facility min: 4 hrs Susana Hernandez Film Unit Coordinator Email: (preferred) s4hernan@lasd.org <b>Ph: 213.229.1672</b>	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> <b>Ph: 818.364.8240</b> <b>Fax: 818.364.8242</b>	p. 675	<a href="#">Commerce Film Permit</a> Office CLOSED on Fridays
<a href="#">Compton</a>	Triphenia Simmons, Assistant City - City Manager's Office <a href="mailto:tsimmons@comptoncity.org">tsimmons@comptoncity.org</a> <b>Ph: 310.605.5585</b> <b>Fax: 310.761.1429</b>	1 Week - possibly more if the permit requires county property. Specific city-owned property will also determine length of time for approval.	Film permits expire every 2 weeks and must be renewed \$300 1-3 days \$1000 4-6 days \$1500 7+ days	Varies if city owned property	<a href="#">L.A. County Sheriff</a> \$109.73 B1 Deputy \$133.10 Sergeant Patrol Station/Facility min: 4 hrs Susana Hernandez Film Unit Coordinator Email: (preferred) s4hernan@lasd.org <b>Ph: 213.229.1672</b>	<a href="#">Compton Fire</a> \$513 Fire Permit \$25 per hour (4 hr min) <b>Ph: 310.605.5670</b>	p. 734	<a href="#">Compton Film Permit</a> Office Hours: Mon-Thurs 7am-6pm Office <b>CLOSED on Fridays</b>



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<a href="#">Covina</a> Only part of city in 30-Mile Studio Zone	Angel Carrillo Assistant to City Manager <a href="mailto:acarrillo@ccovinaca.gov">acarrillo@ccovinaca.gov</a> Ph: 626.384.5410 Fax: 626.332.5427	5-7 Business Days	Film Permit and Business License: \$300 per day	None	<a href="#">Covina Police</a> \$85.00 per hour 2 Officers Recommended. Ph: 626.331.3391	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> Ph: 818.364.8240 Fax: 818.364.8242	p. 599	<a href="#">Covina Film Permit</a> Must have business license Downtown area has restrictions
<a href="#">Cudahy</a>	Sal Lopez (interim) Planning Department <a href="mailto:slopez@cityofcudahyca.gov">slopez@cityofcudahyca.gov</a> Ph: 323.773.5143 Fax: 323.771.2072	10 Business Days	Application Fees: \$450 3 day limit OT varies	Varies	<a href="#">L.A. County Sheriff</a> \$109.73 B1 Deputy \$133.10 Sergeant Patrol Station/Facility min: 4 hrs Susana Hernandez Film Unit Coordinator Email: (preferred) s4hernan@lasd.org Ph: 213.229.1672	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> Ph: 818.364.8240 Fax: 818.364.8242	p. 705	<a href="#">Cudahy Film Permit</a> Scroll down to Temporary Use Permit under Planning Applications



30-Mile Studio Zone Chart

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<a href="#">Culver City</a>	<a href="#">FilmLA</a> Los Angeles Film Office <a href="mailto:info@filmLA.com">info@filmLA.com</a> <b>Ph: 213.977.8600</b> <b>Fax: 213.977.8601</b>	3 Full Business Days Closure requests may require 5 days	<a href="#">FilmLA Fees</a> Application: Film: \$863 (up to 10 locations over a 2 week period)* Rider: \$137* Still Photo: \$82* Rider: \$28 Notification/Radius: \$215 minimum (fee varies with radius) Monitor/Hour: \$41.00 1st 8 hours (overtime rates apply) *Non-Refundable	Varies for city property \$400-\$1500 per day	<a href="#">Culver City Police</a> <i>Contact FilmLA first</i> Traffic or Crowd Control \$55 per hour (8 hr min) <b>Ph: 310.253.5900</b>  Sergeant Leon Lopez Police Department/ Film Permit Coordinator <a href="mailto:leon.lopez@culvercity.org">leon.lopez@culvercity.org</a> <b>Ph: 310.253.6212</b> <b>Fax: 310.253.6220</b>	<a href="#">Culver City Fire</a> <i>Contact FilmLA first</i> FX & Interiors \$56 per hour (8 hr min) <b>Ph: 310.253.5900</b>	p. 672	<a href="#">FilmLA Online Permit System</a>  <b>STUDENT FRIENDLY</b> <a href="#">Student Filmmakers</a>
<a href="#">Cypress</a> <i>Orange County</i>	Judy Aquino Assistant Planner <a href="mailto:jaquino@cypressca.org">jaquino@cypressca.org</a>  <b>Ph: 714.229.6723</b>	5-10 Business Days	Film Permit Fee: \$584	Varies	<a href="#">Cypress Police</a> Eileen Sweeney \$58.36 per hour <b>Ph: 714.229.6629</b>	<a href="#">Orange County Fire</a> Case-by-case <b>Ph: 714.573.6000</b>	OR/SD p. 767	<a href="#">Cypress Film Permit</a> May need to get a Temporary Use Permit through the Planning Department
<a href="#">Downey</a>	Lee Kirby Fire Prevention/Permit Coordinator <a href="mailto:lkirby@downeyca.org">lkirby@downeyca.org</a> <b>Ph: 562.904.7345</b> <b>Fax: 562.869.3994</b>	7 Business Days 10 business days for public safety hazards (e.g., FX / Pyrotechnics)	Film Permit Fee: \$251 Business License Fee: \$36	Varies \$1,000 - refundable cleaning deposit	<a href="#">Downey Police</a> Actual cost for officers TBD Ph: 562.861.0771	<a href="#">Downey Fire</a> \$76.76 Fire Safe Officer per hour (4 hr min) Apparatus Standby: \$198 per hour  <b>Ph: 562.904.7345</b>	p. 706	<a href="#">Downey Film Permit</a> \$2 million liability insurance \$10 million if it involves public right-of-way  <b>STUDENT FRIENDLY</b>  Waived permit fee for student films  Student productions must still pay business license fee and refundable deposit

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<a href="#">Duarte</a>	Nick Baldwin Associate Planner <a href="mailto:filminduarte@accessduarte.com">filminduarte@accessduarte.com</a> <a href="http://duarte.com">duarte.com</a> Ph: 626.357.7931 ext. 238	14 Business Days	Public / Residential Property: \$1300 per day \$500 refundable deposit	\$30-55 per hour day use on a city property	<a href="#">L.A. County Sheriff</a> \$109.73 B1 Deputy \$133.10 Sergeant Patrol Station/Facility min: 4 hrs Susana Hernandez Film Unit Coordinator Email: (preferred) s4hernan@lasd.org Ph: 213.229.1672	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> Ph: 818.364.8240 Fax: 818.364.8242	p. 568	<a href="#">Duarte Film Permit</a> <b>Office Hours:</b> <b>Mon-Thurs 7:30am-6pm Office CLOSED on Fridays</b>
<a href="#">El Monte</a>	Sgt. Roger Cobian Police Department <a href="mailto:rcobian@empd.org">rcobian@empd.org</a> Ph: 626.580.2134 Fax: 626.454.3220	10 Business Days	Film Permit Fee: \$100	Varies	<a href="#">El Monte Police</a> Special Officer Cost per hour \$128.22 Ph: 626.580.2110	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> Ph: 818.364.8240 Fax: 818.364.8242	p. 637	<b>No film permit information available online</b> \$1 million insurance policy requirement <b>Office Hours:</b> <b>Mon-Thurs 8am-4pm Office CLOSED on Fridays</b>
<a href="#">El Segundo</a>	Hank Lu, Risk Manager City of El Segundo <a href="mailto:filming@elsegundo.org">filming@elsegundo.org</a> Ph: 310.524.2317 Fax: 310.640.0489	5 Business Days 10 business days with street permits	Film Permit Fee: \$1310 non-refundable application fee Daily Film Permit Fee: \$112.00	Varies 4-hour minimum for all locations. See fee schedule in application packet	<a href="#">El Segundo Police Case-by-case</a> Ph: 310.524.2298 \$275 per hour	<a href="#">El Segundo Fire Case-by-case</a> Ph: 310.524.2845 \$240 per hour	p. 732	<a href="#">El Segundo Film Permit</a> Public Right-of-Way Fee: \$802.00 per day/per area Revisions: \$203.00 Office CLOSED on alternate Fridays <b>STUDENT FRIENDLY</b>







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<a href="#">Glendale</a>	<p>Solene Manoukian Glendale Film Office City of Glendale - Management Services <a href="mailto:solmanoukian@glendaleca.gov">solmanoukian@glendaleca.gov</a> <b>Ph: 818.548.4844</b> <b>Fax: 818.241.5386</b></p> <p>Matt Acosta Parks Film Coordinator <a href="mailto:macosta@glendaleca.gov">macosta@glendaleca.gov</a> <b>Ph: 818.937.7442</b></p>	<p>3 Business Days</p> <p>Steve Pierce Film Liaison <a href="#">Montrose Shopping Park Association - MSPA</a>  <a href="mailto:stevemspa@gmail.com">stevemspa@gmail.com</a> <b>Ph: 818.259.5195</b> <b>Ph: 818.646.2880</b></p>	<p>Application Fee: \$367 Students with letter from school: \$170</p>	<p>\$454 per day for street / sidewalks \$2,288/per day for buildings as locations</p>	<p><a href="#">Glendale Police</a> Review Fee \$117 Officer \$147 per hour (4 hr min) when assigned <b>Ph: 818.548.3115</b> <b>Old Glendale PD/Jail building available for filming</b></p> <p>Sherri Servillo Staff Services / Film Permits <a href="mailto:sservillo@glendaleca.gov">sservillo@glendaleca.gov</a> <b>Ph: 818.548.6452</b> <b>Ph: 818.548.4911</b></p>	<p><a href="#">Glendale Fire</a> Review Fee \$117 Officer \$135 per hour (4 hr min) when assigned Fire Inspection \$157 per hour <b>Ph: 818.548.4814</b></p>	p. 564	<p><a href="#">Glendale Film Permit</a> Filming welcome in residential and business districts with prior approval <b>STUDENT FRIENDLY</b> <b>Ph: 213.977.8600</b></p> <p><a href="#">Glendale Unified School District Area Requirements</a> permitted by <a href="#">FilmLA</a> <a href="mailto:schools@filmia.com">schools@filmia.com</a> <b>Ph: 213.977.8600 ext. 616</b> <a href="#">Glendale Unified School District</a></p>
<a href="#">Glendora</a> <b>Only part of city in 30-Mile Studio Zone</b>	<p>Linda Lopez Film Liaison &amp; Senior Acct. Tech. <a href="mailto:llopez@cityofglendora.org">llopez@cityofglendora.org</a> <b>Ph: 626.852.4811</b></p>	<p>5 Business Days</p>	<p>Permit Fee: \$750 Application Fee: \$77 + \$4 for CA SB1186</p>	<p>Case-by-case</p>	<p><a href="#">Glendora Police</a> Supervisor Officer \$233.99 per hr (3hr) Officer \$175.90 per hour (3 hr min) Non Peace Officer \$68.83 per hour (3 hr min) <b>Ph: 626.914.8273</b></p>	<p><a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew &gt; 16): \$277 Still Photo (crew &lt; 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro. &amp; Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)</p> <p><a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> <b>Ph: 818.364.8240</b> <b>Fax: 818.364.8242</b></p>	p. 569	<p><a href="#">Glendora Film Permit</a> Certificate of insurance required to film on city property City manager reserves the right to waive any parts of the filming policy Filming allowed on city streets</p>



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<a href="#">Hawaiian Gardens</a>	Kevin Nguyen Planning Technician Community Development <a href="mailto:knnguyen@hgcity.org">knnguyen@hgcity.org</a> <b>Ph: 562.420.2641 ext. 246</b> <b>Fax: 562.420.8521</b>	30 Business Days 10-30 days expedited permitting available	Case-by-case \$500-\$1000 Temporary Use: \$107 Film Permit: \$580 Expedited: + 50% permit cost Encroachment: \$51	Varies Interior / Exterior deposits \$500-1000	<a href="#">L.A. County Sheriff</a> \$109.73 B1 Deputy \$133.10 Sergeant Patrol Station/Facility min: 4 hrs Susana Hernandez Film Unit Coordinator Email: (preferred) s4hernan@lasd.org <b>Ph: 213.229.1672</b>	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> <b>Ph: 818.364.8240</b> <b>Fax: 818.364.8242</b>	p. 766	<a href="#">Temporary Use Permit &amp; Fees – SEE fillable Film Permit application, info &amp; fees - Page 4</a>
<a href="#">Hawthorne</a>	Yesenia Knight Licensing Permit Technician <a href="mailto:permit@cityofhawthorne.org">permit@cityofhawthorne.org</a> <b>Ph: 310.349.2935</b> <b>Fax: 310.978.9858</b>	10 Full City Business Working Days	Application Fee: \$250 Film Permit: \$150/day Stills: \$150/\$150 Student & non- profit: \$175 Expedite Fee: \$250 less than 5 days All fees non- refundable	Public / City Property: \$200 deposit per day Non- refundable cancellation deposit if notice less than 4 working days	<a href="#">Hawthorne Police</a> \$88 per hour (4 hr min) Non-refundable <b>Ph: 310.349.2700</b>	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> <b>Ph: 818.364.8240</b> <b>Fax: 818.364.8242</b>	p. 733	<a href="#">Hawthorne Film Permit</a> Office CLOSED alternate Fridays  <b>STUDENT FRIENDLY</b>

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<a href="#">Hermosa Beach</a>	Kambria Diers Community Resources Department <a href="mailto:kdiers@hermosabch.org">kdiers@hermosabch.org</a> Ph: 310.318.0280 Fax: 310.372.6186 ----- <i>- They will be making staff changes in the near future but currently same contact</i>	7 Business Days	Application Fee: \$588 Still Photo: \$246 Student Fee: \$122 Business License Fee: \$4.00	City Property: \$1372-\$3,078 per day / location Still Photo: \$238 (first day) \$122 (each additional day)	<a href="#">Hermosa Beach Police</a> \$104 per hour per Officer Ph: 310.524.2750	<a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> Ph: 818.364.8240 Fax: 818.364.8242  <a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro. & Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)	p. 762	<a href="#">Hermosa Beach Film Permit</a> \$1.25 per hour (8am-8pm) \$1.50 per hour (8pm-8am) No weekend filming <b>Office CLOSED on Fridays STUDENT FRIENDLY</b>
<a href="#">Hidden Hills</a>	Kerry Kallman City Manager <a href="mailto:kerry@hiddenhillscity.org">kerry@hiddenhillscity.org</a>  Deana Graybill City Clerk <a href="mailto:staff@hiddenhillscity.org">staff@hiddenhillscity.org</a> Ph: 818.888.9281 Fax: 818.719.0083	30 Business Days	Processing Fee: \$300 Administrative Reimbursement Fee: \$1,000 per day	City Property: \$2,500 first day \$1,000 each day after Parking: \$500	<a href="#">L.A. County Sheriff</a> \$109.73 B1 Deputy \$133.10 Sergeant Patrol Station/Facility min: 4 hrs Susana Hernandez Film Unit Coordinator Email: (preferred) s4hernan@lasd.org Ph: 213.229.1672	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro. & Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> Ph: 818.364.8240 Fax: 818.364.8242	p. 559	<b>No film permit information available online</b> City Hall has additional requirements <b>No large crews allowed STUDENT FRIENDLY</b>



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<a href="#">Hidden Hills Community Association Private Gated Community</a>	Stefany Tristan Operations Manager <a href="mailto:stefany@hiddenhills.org">stefany@hiddenhills.org</a> Ph: 818.227.6657 Fax: 818.888.6113	90 Business Days	Varies	Fees Vary \$10,000 - \$25,000 per day	<a href="#">Malibu/Lost Hills Sheriff Station</a> Case by case basis Ph: 818.878.1808	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> Ph: 818.364.8240 Fax: 818.364.8242	p. 559	<b>No film permit information available online</b> Permission must be granted by city and HOA board members' approval must be met PRIVATE GATED COMMUNITY Filming hours vary <b>TWO DAYS OF FILMING ALLOWED PER CALENDAR YEAR</b>
<a href="#">Huntington Beach Regional Film Office</a> Only part of city in 30-Mile Studio Zone	Sophia Valdivia Film Commissioner <a href="mailto:sophia@surfcityusa.com">sophia@surfcityusa.com</a> Ph: 714.969.3492 ext. 214 Ph: 714.969.3492 ext. 211 Fax: 714.969.5592	10 to 15 Business Days	Application Fee: \$150 Business License: \$123.25 Student (with Student ID or other): \$50 Permit Issuance Charges: Vary Film Permit Revision Charge: \$120	Case-by- case (daily fees not required for students)	<a href="#">Huntington Beach Police</a> Case-by-case basis Marine Safety PD Case-by-case Ph: 714.960.8811	<a href="#">Huntington Beach Fire</a> Case-by-case basis Ph: 714.536.5411	p. 857	<a href="#">Huntington Beach Film Permit</a> City property on sliding scale based on crew size \$1 million liability and additional insurance required <b>STUDENT FRIENDLY</b>



30-Mile Studio Zone Chart

JURISDICTION	CONTACT	ADVANCE NOTICE	PERMIT FEE BUSINESS LICENSE	LOCATION FEE	POLICE REQUIREMENT	FIRE REQUIREMENT	MAP REF	FILM PERMIT INFORMATION SPECIAL PROVISIONS
<a href="#">Huntington Park</a>	Jordan Martinez Assistant Planner <a href="mailto:JMartinez@hpcg.gov">JMartinez@hpcg.gov</a> <b>Ph: 323.584.6283</b>	Minimum 14 Business Days depending on complexity	Permit Application Fee: \$265 + \$10 each additional day	Varies	<a href="#">Huntington Park Police</a> Captain Al Martinez <a href="mailto:AMartinez@hppolice.org">AMartinez@hppolice.org</a> <b>Ph: 323.826.6649</b>	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro. & Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> <b>Ph: 818.364.8240</b> <b>Fax: 818.364.8242</b>	p. 675	<a href="#">Huntington Park Film Permit</a> Film permit packet cancellation fee for less than 2 working days notice <b>Office CLOSED Fridays</b>
<a href="#">Industry</a> <b>Only part of city in 30-Mile Studio Zone</b>	<a href="#">FilmLA</a> Los Angeles Film Office <a href="mailto:info@FilmLA.com">info@FilmLA.com</a> <b>Ph: 213.977.8600</b> <b>Fax: 213.977.8601</b>	3 Business Days	<a href="#">FilmLA Fees</a> Application: Film: \$863 (up to 10 locations over a 2 week period) Rider: \$137 Still Photo: \$82 Rider: \$28 Notification/Radius: \$215 minimum (fee varies with radius) Monitor/Hour: \$41.00 1st 8 hours (overtime rates apply) *Non-Refundable	\$50/+ per location	<a href="#">L.A. County Sheriff</a> \$109.73 B1 Deputy \$133.10 Sergeant Patrol Station/Facility min: 4 hrs Susana Hernandez Film Unit Coordinator Email: (preferred) s4hernan@lasd.org <b>Ph: 213.229.1672</b>	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro. & Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> <b>Ph: 818.364.8240</b> <b>Fax: 818.364.8242</b>	p. 678	<a href="#">FilmL.A., Inc. Online Permit System</a>  <b>STUDENT FRIENDLY</b> <a href="#">Student Filmmakers</a>



30-Mile Studio Zone Chart

JURISDICTION	CONTACT	ADVANCE NOTICE	PERMIT FEE BUSINESS LICENSE	LOCATION FEE	POLICE REQUIREMENT	FIRE REQUIREMENT	MAP REF	FILM PERMIT INFORMATION SPECIAL PROVISIONS
<a href="#">Inglewood</a>	<p>Shalonda Stringer Financial Supervisor <b>310-412-5500</b> <a href="mailto:ssstringer@cityofinglewood.org">ssstringer@cityofinglewood.org</a></p> <p>Maria Heaney Finance Department <a href="mailto:mheaney@cityofinglewood.org">mheaney@cityofinglewood.org</a> <b>Ph: 310.412.5500</b> <b>Fax: 310.330.5711</b></p>	2 Business Days	<p>Permit Fee: \$635 (fee waived for students with school ID and letter) Public Property: \$220 first day \$110 each additional day Private Property: \$44 1st day \$22 each additional day Staffing fees calculated upon submission of application</p>	Parks, City Hall: \$1,500 per day and location Public Right of Way: \$1032 per day and location	<p><a href="#">Inglewood Police</a> Staffing levels / city personnel determined based on security, traffic control and production request. Fees for city staffing will be determined at time of application submission.</p> <p>Detective Luis Jaramillo <a href="mailto:ljaramillo@cityofinglewood.org">ljaramillo@cityofinglewood.org</a> <b>Ph: 310.412.5464</b></p>	<p><a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew &gt; 16): \$277 Still Photo (crew &lt; 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.&amp; Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)</p> <p><a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> <b>Ph: 818.364.8240</b> <b>Fax: 818.364.8242</b></p>	p. 703	<p><a href="#">Inglewood Film Permit</a> Scroll down to <i>Film Permit</i> Production changes or cancellations must be submitted to Film Permit Coordinator 24 business hours prior to scheduled start of filming <b>STUDENT FRIENDLY</b> Student film productions are exempt from the permit fee, depending upon the film activity Other fees may apply for city services/personnel</p>
<a href="#">Irwindale</a>	<p>Jesus Hernandez Community Development <a href="mailto:jjhernandez@irwindaleca.gov">jjhernandez@irwindaleca.gov</a> <b>Ph: 626.430.2252</b> <b>Fax: 626.962.2018</b></p>	10 Business Days	<p>Film Permit Fee: \$400 if submitted with 10 days advance notice. If less than 10 business days the permit fee is \$750. If less than 5 business days the permit fee is \$1500.</p> <p>Business License: \$459</p>	Varies	<p><a href="#">Irwindale Police</a> Must speak with Sergeant Gatto to obtain fees <b>Ph: 626.430.2244</b></p>	<p><a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew &gt; 16): \$277 Still Photo (crew &lt; 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.&amp; Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)</p>	p. 598	<p><a href="#">Irwindale Film Permit</a> Scroll down to <i>Film Permit</i> Certificate of insurance required <b>Office CLOSED on Fridays</b></p>



30-Mile Studio Zone Chart

JURISDICTION	CONTACT	ADVANCE NOTICE	PERMIT FEE BUSINESS LICENSE	LOCATION FEE	POLICE REQUIREMENT	FIRE REQUIREMENT	MAP REF	FILM PERMIT INFORMATION SPECIAL PROVISIONS
<a href="#">La Canada-Flintridge</a>	Christina Nguyen Administration Department <a href="mailto:cnguyen@lcf.ca.gov">cnguyen@lcf.ca.gov</a> <b>Ph: 818.790.8880</b> <b>Fax: 818.790.7536</b>  Thomas Dang Film Coordinator <a href="mailto:adminintern@lcf.ca.gov">adminintern@lcf.ca.gov</a> <b>Ph: 818.583.4310</b>	5 Business Days	Non refundable Application Fee: \$200.00 Permit Fee: \$100.00 Neighborhood Notification Fee: \$1 per mailing of each envelope Public Right of Way/City Property Use Fee: \$1,500 per day Traffic Engineer Review (if applicable): \$175 per hour	\$1500 per day for public right of way including parking on street	<a href="#">L.A. County Sheriff</a> \$109.73 B1 Deputy \$133.10 Sergeant Patrol Station/Facility min: 4 hrs Susana Hernandez Film Unit Coordinator Email: (preferred) <a href="mailto:s4hernan@lasd.org">s4hernan@lasd.org</a> <b>Ph: 213.229.1672</b>	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> <b>Ph: 818.364.8240</b> <b>Fax: 818.364.8242</b>	p. 535	<a href="#">La Canada-Flintridge Film Permit</a> No filming on Sundays and holidays - Only 6 days of filming allowed. If more days are requested a letter must be sent to the City Manager to approve or deny.  <a href="#">La Canada-Flintridge Unified School District Area Requirements</a> permitted by <a href="#">FilmL.A., Inc.</a>  <a href="mailto:schools@filmia.com">schools@filmia.com</a> <b>Ph: 213.977.8600 ext. 616</b> <a href="#">La Canada Unified School District</a>
<a href="#">La Habra</a> Orange County	David De Leon Community Services - <b>until mid August of 2022 / retiring</b> <a href="mailto:ddeleon@lahabraca.gov">ddeleon@lahabraca.gov</a> <b>Ph: 562.383.4206</b> <b>Ph: 562.905.9708</b> <b>Fax: 562.905.9603</b>	7 Business Days	Application Fee: \$87 Administrative Fee: \$124.56 Per Car Fee: \$15.00 Traffic Administrative Fee: \$135.00	None	<a href="#">La Habra Police</a> \$110 per hour <b>Ph: 562.383.4300</b>	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)	OR/SD p. 738	<a href="#">La Habra Film Permit</a> \$1 million insurance liability required Food wagons require business license + O.C. help permit <b>STUDENT FRIENDLY</b>





30-Mile Studio Zone Chart

JURISDICTION	CONTACT	ADVANCE NOTICE	PERMIT FEE BUSINESS LICENSE	LOCATION FEE	POLICE REQUIREMENT	FIRE REQUIREMENT	MAP REF	FILM PERMIT INFORMATION SPECIAL PROVISIONS
<a href="#">La Habra, Heights</a> Los Angeles County	<a href="#">FilmLA</a> Los Angeles Film Office <a href="mailto:info@FilmLA.com">info@FilmLA.com</a> Ph: 213.977.8600 Fax: 213.977.8601	4 Business Days	<a href="#">FilmLA Fees</a> Application: Film: \$863 (up to 10 locations over a 2 week period) Rider: \$137 Still Photo: \$82 Rider: \$28 Notification/Radius: \$215 minimum (fee varies with radius) Monitor/Hour: \$41.00 1st 8 hours (overtime rates apply) *Non-Refundable	None	<a href="#">L.A. County Sheriff</a> \$109.73 B1 Deputy \$133.10 Sergeant Patrol Station/Facility min: 4 hrs Susana Hernandez Film Unit Coordinator Email: (preferred) s4hernan@lasd.org Ph: 213.229.1672	<a href="#">La Habra Heights Fire</a> Contact FilmLA first Case-by-case Ph: 562.694.8283	p. 708	<a href="#">FilmLA Online Permit System</a> City Hall <b>CLOSED on Fridays</b>  STUDENT FRIENDLY <a href="#">Student Filmmakers</a>
<a href="#">La Mirada</a>	<b>Temporary as of 6.1.2022</b> Emma Leon Business License Desk <a href="mailto:eleon@cityoflamira.ca.gov">eleon@cityoflamira.ca.gov</a> Ph: 562.943.2350 Fax: 562.943.3666	4 Weeks	Permit Fee: \$374 Deposit: \$1000 Business license varies based on gross receipts	None	<a href="#">L.A. County Sheriff</a> \$109.73 B1 Deputy \$133.10 Sergeant Patrol Station/Facility min: 4 hrs Susana Hernandez Film Unit Coordinator Email: (preferred) s4hernan@lasd.org Ph: 213.229.1672	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> Ph: 818.364.8240 Fax: 818.364.8242	p. 737	<a href="#">La Mirada Film Permit</a> Office <b>CLOSED on Fridays</b>  <a href="#">Norwalk - La Mirada Unified School District Area Requirements</a> permitted by <a href="#">FilmLA</a>  <a href="mailto:schools@filmja.com">schools@filmja.com</a> Ph: 213.977.8600 ext. 616 <a href="#">Norwalk - La Mirada Unified School District</a>



30-Mile Studio Zone Chart

JURISDICTION	CONTACT	ADVANCE NOTICE	PERMIT FEE BUSINESS LICENSE	LOCATION FEE	POLICE REQUIREMENT	FIRE REQUIREMENT	MAP REF	FILM PERMIT INFORMATION SPECIAL PROVISIONS
<a href="#">La Palma</a> Orange County	Scott Hutter Community Development <a href="mailto:scoth@cityoflapalma.org">scoth@cityoflapalma.org</a> <b>Ph: 714.690.3340</b> <b>ext. 3336</b> <b>Fax: 714.523.2141</b>	3 Business Days for Application 10 business days for an application with street closure	Business License Fee: \$14 per day Reimbursement of direct costs for all city personnel used (Police, Building, and/or Public Works), based on the current year's budget (6 hr min)	Public Property: Varies Private Property: None	<a href="#">La Palma Police</a> Case-by-case <b>Ph: 714.690.3370</b>	<a href="#">Orange County Fire</a> Case-by-case <b>Ph: 714.573.6000</b>	LA/SD p. 767	<a href="#">La Palma Film Permit</a> Scroll down to <i>Film Permit</i> under <i>Planning Applications</i> Office Hours: Monday to Thursday from 7:30am until 12noon Special permit committee issues special permits Any filming requiring a street closure will require written consent from 75% of the property owners on the block(s) affected by the closure <b>STUDENT FRIENDLY</b> To be exempt, students and non-profits provide letters proving non-profit status
<a href="#">La Puente</a>	Juan Galvan Assistant Planner <a href="mailto:JGalvan@lapuente.org">JGalvan@lapuente.org</a> <b>Ph: 626.855.1558</b>	10 Business Days Special traffic control measure: 14 business days	Permit Fee: \$424 Business License: \$145 Plus \$5 per employee	No location fee for city property Parks Fee:	<a href="#">LA County Sheriff</a> \$109.73 Bonus Deputy \$133.10 Sergeant Patrol Station/Facility: 4 hrs. Susana Hernandez Film Unit Coordinator Email: (preferred) s4hernan@lasd.org <b>Ph: 213.229.1672</b>	<a href="#">L.A County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> <b>Ph: 818.364.8240</b> <b>Fax: 818.364.8242</b>	p. 638	<a href="#">La Puente Film Permit</a> Scroll down to <i>Film Permit</i> under <i>Planning</i> Indemnification and insurance must be provided for the city



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<a href="#">Lakewood</a>	Joan Banfield Senior Account Clerk <a href="mailto:buslic@lakewoodcity.org">buslic@lakewoodcity.org</a> <b>Ph: 562.866.9771 ext. 2622</b> <b>Fax: 562.866.0505</b>	10 Business Days Prior to Filming	Business License: \$85 +\$5 additional each cast and crew member  Amplified Sound Fee: \$25 Permit Application Processing Fee: \$255 State Fee: \$4	None	<a href="#">L.A. County Sheriff</a> \$109.73 B1 Deputy \$133.10 Sergeant Patrol Station/Facility min: 4 hrs Susana Hernandez Film Unit Coordinator Email: (preferred) s4hernan@lasd.org <b>Ph: 213.229.1672</b>	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> <b>Ph: 818.364.8240</b> <b>Fax: 818.364.8242</b>	p. 766	<a href="#">Lakewood Film Permit</a> Scroll down to <i>Film Permit Application</i> under <i>Miscellaneous Permits and Forms</i> Certificate of insurance required
<a href="#">Lawndale</a>	Joshua Aasness Accounting Specialist <a href="mailto:jaasness@lawndalecity.org">jaasness@lawndalecity.org</a> <b>Ph: 310.973.3246</b> <b>Fax: 310.970.2183</b>	10 Business Days	Motion: \$515 per day Business License Fee: \$148 + \$10 per employee Still Photography: \$258 per day	Varies	<a href="#">L.A. County Sheriff</a> \$109.73 B1 Deputy \$133.10 Sergeant Patrol Station/Facility min: 4 hrs Susana Hernandez Film Unit Coordinator Email: (preferred) s4hernan@lasd.org <b>Ph: 213.229.1672</b>	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> <b>Ph: 818.364.8240</b> <b>Fax: 818.364.8242</b>	p. 733	<a href="#">Lawndale Film Permit</a> Insurance required <b>Office CLOSED on Friday</b> <b>STUDENT FRIENDLY</b>  <a href="#">Lawndale Elementary School District Area Requirements</a> permitted by <b>FilmLA</b>  <a href="mailto:schools@filmla.com">schools@filmla.com</a> <b>Ph: 213.977.8600 ext. 616</b> <a href="#">Lawndale Elementary School District</a>



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<a href="#">Lomita</a>	Laura Macmorran City Planner <a href="mailto:lmacmorran@lomitacity.com">lmacmorran@lomitacity.com</a> <b>Ph: 310.325.7110 ext. 120</b> <b>Fax: 310.325.4024</b>	3 Business Days from completing application 10 business days for traffic closure	Permit Application Fee: \$188.50 Business License Fee: \$97 per day	Varies	<a href="#">L.A. County Sheriff</a> \$109.73 B1 Deputy \$133.10 Sergeant Patrol Station/Facility min: 4 hrs Susana Hernandez Film Unit Coordinator Email: (preferred) s4hernan@lasd.org <b>Ph: 213.229.1672</b>	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> <b>Ph: 818.364.8240</b> <b>Fax: 818.364.8242</b>	p. 793	<a href="#">Lomita Film Permit</a> Insurance required <b>STUDENT FRIENDLY</b>
<a href="#">Long Beach</a> 	Tasha Day Manager/Film Commissioner <a href="mailto:tasha.day@longbeach.gov">tasha.day@longbeach.gov</a> <b>Ph: 562.570.5333</b> <b>Fax: 562.570.5335</b>	3 Flexible Business Days	Non-refundable Application Fee: \$368 Filming \$525 per day Still Photography Application Fee: \$132 \$158 per day Student Application Fee: \$35	Park/Beach: \$800-\$815	<a href="#">Long Beach Police</a> \$129.62 Lieutenant \$115.01 Sergeant \$88.71 Officer <b>Ph: 562.570.7260 or 5273</b>	<a href="#">Long Beach Fire</a> \$107 per hour (4 hr min) \$130 Spot Check <b>Ph: 562.989.7206</b>	p. 795	<a href="#">Long Beach Film Permit</a> Proof/certificate of insurance required <b>STUDENT FRIENDLY</b>
<a href="#">Los Alamitos</a> Orange County	Ron Noda Development Services Director <a href="mailto:rnoda@cityoflosalamitos.org">rnoda@cityoflosalamitos.org</a> <b>Ph: 562.431.3538</b> <b>Fax: 562.493.0678</b>	45 Business Days	Permit Fee: \$250 Business License Fee: \$75	Case-by-case	<a href="#">Los Alamitos Police</a> Case-by-case <b>Ph: 562.594.7234</b>	<a href="#">Orange County Fire</a> Case-by-case <b>Ph: 714.573.6000</b>	OR/SD p. 797	<a href="#">Los Alamitos Film Permit</a> <b>Office CLOSED alternate Fridays</b> <b>Open Fridays until 4pm</b>



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<a href="#">Los Angeles City</a>	<b>FilmLA</b> Los Angeles Film Office <a href="mailto:info@FilmLA.com">info@FilmLA.com</a> <b>Ph: 213.977.8600</b> <b>Fax: 213.977.8601</b>  <i>Filming welcome in <a href="#">FilmLA Offices</a></i>	3 Business Days 4 business days if posting required	<a href="#">FilmLA Fees</a> Application: Film: \$863 (up to 10 locations over a 2 week period) Rider: \$137 Still Photo: \$82 Rider: \$28 Notification/Radius: \$215 minimum (fee varies with radius) Monitor/Hour: \$41.00 1st 8 hours (overtime rates apply) *Non-Refundable	City Property: Varies City Parks: \$450/film & day Prep & Strike \$150 LA <a href="#">City Park Film Office</a> <b>Ph: 323.644.6220</b> <b>Fax: 213.847.6056</b>	<a href="#">L.A. County Sheriff</a> Application: \$109.73 B1 Deputy \$133.10 Sergeant Patrol Station/Facility min: 4 hrs Susana Hernandez Film Unit Coordinator Email: (preferred) s4hernan@lasd.org <b>Ph: 213.229.1672</b>	<a href="#">L.A. City Fire Film Unit</a> \$118 an hour (4 hr min) <b>Ph: 213.978.3820</b>	p. 634	<a href="#">FilmLA, Inc. Online Permit System</a> Also issues permits for: LAX - Los Angeles World Airports / Los Angeles Community Colleges LA Pierce & LA Harbor  <b>STUDENT FRIENDLY</b> Offers altered fees for students / non-profits <a href="#">Student Filmmakers</a>  <a href="#">Los Angeles Unified School District Area Requirements</a> permitted by <b>FilmLA</b> <a href="mailto:schools@filmla.com">schools@filmla.com</a> <b>Ph: 213.977.8600 ext. 616</b> <a href="#">Los Angeles Unified School District</a>





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JURISDICTION	CONTACT	ADVANCE NOTICE	PERMIT FEE BUSINESS LICENSE	LOCATION FEE	POLICE REQUIREMENT	FIRE REQUIREMENT	MAP REF	FILM PERMIT INFORMATION SPECIAL PROVISIONS
<a href="#">Lynwood</a>	Anel Zarate Community Development <a href="mailto:azarate@lynwood.ca.us">azarate@lynwood.ca.us</a> <b>Ph: 310.603.0220 ext. 256</b> <b>Fax: 310.639.6957</b>	3 Business Days	Application: \$100-\$200 per day	Varies	<a href="#">L.A. County Sheriff</a> \$109.73 B1 Deputy \$133.10 Sergeant Patrol Station/Facility min: 4 hrs Susana Hernandez Film Unit Coordinator Email: (preferred) s4hernan@lasd.org <b>Ph: 213.229.1672</b>	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> <b>Ph: 818.364.8240</b> <b>Fax: 818.364.8242</b>	p. 705	<b>No film permit information available online</b> <b>Office CLOSED on Fridays</b>
<a href="#">Malibu</a> <b>Only part of city in 30-Mile Studio Zone</b> 	Malibu Film Office <a href="mailto:filming@sws-inc.com">filming@sws-inc.com</a> <b>Ph: 805.495.7521</b> <b>Fax: 805.495.7621</b>	2 Business Days (additional days required for more difficult permits)	Fee based upon the size and type of shoot No business license required	For Parks Department only.	<a href="#">L.A. County Sheriff</a> \$109.73 B1 Deputy \$133.10 Sergeant Patrol Station/Facility min: 4 hrs Susana Hernandez Film Unit Coordinator Email: (preferred) s4hernan@lasd.org <b>Ph: 213.229.1672</b>	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> <b>Ph: 818.364.8240</b> <b>Fax: 818.364.8242</b>	p. 629	<a href="#">Malibu Film Permit</a> Provide standard \$1,000,000 insurance with endorsement Signatures required for filming outside original hours Earliest entry 6am / latest out 12am Filming hours: 7am-10pm No Sunday filming 20 filming days maximum <b>Film Office Hours: 7am-4pm</b>
<a href="#">Manhattan Beach</a>	Janeth Medina <a href="mailto:jmedina@manhattanbeach.gov">jmedina@manhattanbeach.gov</a> <b>Ph: 310.802.5410</b>	15 Business Days	Application Fee Film:\$528 Still Photography: \$208 (fees waived for students upon proving non-profit with school letter and ID)	Film: \$2500 major impact \$1500 minor impact Still: \$500 major impact \$300 minor impact	<a href="#">Manhattan Beach Police</a> \$154.19 per hour for officer \$191.44 per hour for sergeant <b>Ph: 310.802.5140</b>	<a href="#">Manhattan Beach Fire</a> \$237.79 per hour and/or fire code permit <b>Ph: 310.802.5200</b>	p. 732	<a href="#">Manhattan Beach Film Permit</a> <b>STUDENT FRIENDLY</b>



30-Mile Studio Zone Chart

JURISDICTION	CONTACT	ADVANCE NOTICE	PERMIT FEE BUSINESS LICENSE	LOCATION FEE	POLICE REQUIREMENT	FIRE REQUIREMENT	MAP REF	FILM PERMIT INFORMATION SPECIAL PROVISIONS
<a href="#">Maywood</a>	Calvin Ko Building & Planning <a href="mailto:calvin.ko@cityofmaywood.org">calvin.ko@cityofmaywood.org</a> <b>Ph: 323.562.5723</b> <b>Fax: 323.773.2806</b>	3 Business Days	Permit Fee: \$450 Flat Rate Business License: \$50 Still Photography: \$45	Varies	<a href="#">L.A. County Sheriff</a> \$109.73 B1 Deputy \$133.10 Sergeant Patrol Station/Facility min: 4 hrs Susana Hernandez Film Unit Coordinator Email: (preferred) s4hernan@lasd.org <b>Ph: 213.229.1672</b>	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> <b>Ph: 818.364.8240</b> <b>Fax: 818.364.8242</b>	p. 675	<a href="#">Maywood Film Permit</a> Off duty police officers required when fire officers needed Residential filming restrictions <b>Office CLOSED on Fridays</b>
<a href="#">Monrovia</a>	Heather Gibson Film Office <a href="mailto:hgbson@ci.monrovia.ca.us">hgbson@ci.monrovia.ca.us</a> <b>Ph: 626.303.6609</b>  Heather's back up: Tina Cherry <b>Ph: 626.256-8226</b> <a href="mailto:tcherry@ci.monrovia.ca.us">tcherry@ci.monrovia.ca.us</a>	Minimum 5 Business Days	Non-refundable Application Fee: \$772 for first day and \$515 for each day after (application fee waived for students)	Fee for filming in Old Town: \$1545 per day Historic Preservation fee: \$75	<a href="#">Monrovia Police</a> \$113.00 per hour for Monrovia Police Officer (4 hr min) <b>Only required for traffic control or closures</b> Captain Heath Harvey <b>Ph: 626.256-8095</b> hharvey@monrovia.laclen.org	<a href="#">Monrovia Fire</a> \$87.00 per hour for Monrovia Fire Officer (4 hr min) <b>Only required for special effects or filming in the Mountain Fire Zone</b> Laura Bednar, Inspector <b>Ph: 626-256-8110</b> lbednar@ci.monrovia.ca.us	p. 567	<a href="#">Monrovia Permit</a> Certificate of insurance required Film liaison required for filming \$30/hr <b>STUDENT FRIENDLY</b> <b>City Hall CLOSED on Fridays</b>
<a href="#">Montebello</a>	Michael Chee Deputy Director of Public Affairs <a href="mailto:Mchee@cityofmontebello.com">Mchee@cityofmontebello.com</a> <b>Ph: 323.887.1200 ext. 201</b> <b>Fax: 323.887.1464</b>	3 Weeks Minimum	<a href="#">Business license requirement</a> Film Permit Fee - \$1,465 Fire Inspection - \$448 (based on 4hr minimum) Business License application - \$80 Business License Fee: \$165.82/day	Varies	<a href="#">Montebello Police</a> Contact: Cpt. Louis Lopez for requirements and fees.  <b>Phone: 323-887-1285</b>	<a href="#">Montebello Fire</a> Filming Permit: \$1,465 (includes permit review and 2 hrs of inspections - during business hours) \$116.00 per hr (4 hr min) after- hour inspections and/or stand-by FSO Special permit required for pyrotechnics, special effects, etc. Fire Marshall Dan Sifuentes <b>Ph: 323.887.1211</b>	p. 676	<a href="#">Montebello Film Permit</a> You need to fill out a business license application for filming permit. There's a film permit fee plus fees charged for actual costs incurred by the city staff. For more information please call Business License Division at <b>323- 887-1449</b>





30-Mile Studio Zone Chart

JURISDICTION	CONTACT	ADVANCE NOTICE	PERMIT FEE BUSINESS LICENSE	LOCATION FEE	POLICE REQUIREMENT	FIRE REQUIREMENT	MAP REF	FILM PERMIT INFORMATION SPECIAL PROVISIONS
<a href="#">Monterey Park</a>	<a href="#">FilmLA</a> Los Angeles Film Office <a href="mailto:info@FilmLA.com">info@FilmLA.com</a> <b>Ph: 213.977.8600</b> <b>Fax: 213.977.8601</b>	3 Business Days	<a href="#">FilmLA Fees</a> Application: Film: \$863 (up to 10 locations over a 2 week period) Rider: \$137 Still Photo: \$82 Rider: \$28 Notification/Radius: \$215 minimum (fee varies with radius) Monitor/Hour: \$41.00 1st 8 hours (overtime rates apply) *Non-Refundable	Varies	<a href="#">Monterey Park Police</a> Application: <i>FilmLA first</i> Contact <i>FilmLA first</i> \$101 an hour (4 hr min) <b>Ph: 626.573.1311</b>	<a href="#">Monterey Park Fire</a> Contact <i>FilmLA first</i> \$101 an hour (4 hr min) <b>Ph: 626.307.1262</b>	p. 636	<a href="#">FilmLA Online Permit System</a>  <b>STUDENT FRIENDLY</b> <a href="#">Student Filmmakers</a>
<a href="#">Norwalk</a>	Martha Robles Finance Department Clerk <a href="mailto:mrobles@norwalkca.gov">mrobles@norwalkca.gov</a> <b>Ph: 562.929.5713</b> <b>Ph: 562.929.5356</b> <b>Fax: 562.929.5056</b>	2-7 Business Days - depending on production size	Permit Fee: (non- street closure) \$519 Permit Fee: (with street closure) \$910 Road Use Permit: \$180.50 Business License: \$37.50 \$6 per employee + processing fee	Varies	<a href="#">L.A. County Sheriff</a> \$109.73 B1 Deputy \$133.10 Sergeant Patrol Station/Facility min: 4 hrs Susana Hernandez Film Unit Coordinator Email: (preferred) s4hernan@lasd.org <b>Ph: 213.229.1672</b>	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> <b>Ph: 818.364.8240</b> <b>Fax: 818.364.8242</b>	p. 736	<a href="#">Norwalk Film Permit</a> Residential filming restrictions <b>Office CLOSED on alternate Fridays</b>  <a href="#">Norwalk - La Miranda Unified School District Area Requirements</a> permitted by <a href="#">FilmLA</a>  <a href="mailto:schools@filmia.com">schools@filmia.com</a> <b>Ph: 213.977.8600 ext. 616</b> <a href="#">Norwalk - La Miranda Unified School District</a>



30-Mile Studio Zone Chart

JURISDICTION	CONTACT	ADVANCE NOTICE	PERMIT FEE BUSINESS LICENSE	LOCATION FEE	POLICE REQUIREMENT	FIRE REQUIREMENT	MAP REF	FILM PERMIT INFORMATION SPECIAL PROVISIONS
<a href="#">Palos Verdes Estates</a>	Briana Laszlo Finance Analyst <a href="mailto:blaszlo@pvestates.org">blaszlo@pvestates.org</a> <b>Ph: 310.750.9809</b> <b>Fax: 310.378.7820</b>	7 Business Days Minimum	Flat rate per permit: Motion \$575 Still \$250 \$1000 per day - private \$2500 per day - commercial \$1000 per day - parklands \$1000 per day - coastal	Varies	<a href="#">Palos Verdes Estates Police</a> \$750 deposit per officer <b>Ph: 310.378.4211</b>	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> <b>Ph: 818.364.8240</b> <b>Fax: 818.364.8242</b>	p. 792	<a href="#">Palos Verdes Estates Film Permit</a> Scroll down and to your left apply for a commercial film permit
<a href="#">Paramount</a>	John Carver Community Assistant Development Director <a href="mailto:jcarver@paramountcity.com">jcarver@paramountcity.com</a> <b>Ph: 562.220.2048</b> <b>Fax: 562.220.2051</b>	1 Business Week (flexible)	Business License: \$131 \$1 per employee over 25 in crew \$2500 refundable deposit for FX/Pyro	None	<a href="#">L.A. County Sheriff</a> \$109.73 B1 Deputy \$133.10 Sergeant Patrol Station/Facility min: 4 hrs Susana Hernandez Film Unit Coordinator Email: (preferred) s4herman@lasd.org <b>Ph: 213.229.1672</b>	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> <b>Ph: 818.364.8240</b> <b>Fax: 818.364.8242</b>	p. 735	<a href="#">Paramount Film Permit Application</a>
<a href="#">Pasadena</a> 	Rochelle Branch Film Commissioner - Cultural Affairs Manager, Planning Department <a href="mailto:rbranch@cityofpasadena.net">rbranch@cityofpasadena.net</a> <b>Ph: 626.744.3964 ext. 6915</b> <b>Ph: 626.744.7062 ext. 7311</b>	3 Business Days 5 business days for city hall and lane closure	Public: \$1031.18 per day Private: \$809.58 per day Stills: \$67.72 per day Handheld video, crew and cast fewer than 20: \$435 per day	City Streets: \$252 per hr City Facilities: \$167 per hr	<a href="#">Pasadena Police</a> \$95 per hour (6 hr min) Police Officer \$115 perm (6 hr min) Police Supervisor \$120 police vehicles/per moter \$71.70 per hour (6 hr min) Film Monitor <b>Ph: 262.744.4241</b>	<a href="#">Pasadena Fire</a> \$226.00 per hour (4 hr min) Fire Officer \$214 Fire Safety Spot Check/ per spot check <b>Ph: 626.744.4655 ext.75</b>	p. 565	<a href="#">Pasadena Film Permit</a> <b>STUDENT FRIENDLY</b> <b>Office Hours</b> <b>Mon -Thurs 7:30am-5:30pm Fri 8am-5pm</b> <b>Office CLOSED alternate Fridays</b>



30-Mile Studio Zone Chart

JURISDICTION	CONTACT	ADVANCE NOTICE	PERMIT FEE BUSINESS LICENSE	LOCATION FEE	POLICE REQUIREMENT	FIRE REQUIREMENT	MAP REF	FILM PERMIT INFORMATION SPECIAL PROVISIONS
<a href="#">Pico Rivera</a>	Georgette Contreras Filming Coordinator <a href="mailto:gimpecoven@pico-rivera.org">gimpecoven@pico-rivera.org</a> <b>Ph: 562.801.4329</b>  Hector Hernandez Sr. Planner <b>Ph: 562.801.4340</b> <a href="mailto:hhernandez@pico-rivera.org">hhernandez@pico-rivera.org</a>	5-10 Business Days	Application Fee: \$350/ simple shoot \$700/ complex shoot Processing Fee: \$100 simple -\$200 complex per day	Use Fee: \$100-\$200 per day (use of city facilities) Plus required personnel costs	<a href="#">L.A. County Sheriff</a> \$109.73 B1 Deputy \$133.10 Sergeant Patrol Station/Facility min: 4 hrs Susana Hernandez Film Unit Coordinator Email: (preferred) s4hernan@lasd.org <b>Ph: 213.229.1672</b>	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours) <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> <b>Ph: 818.364.8240</b> <b>Fax: 818.364.8242</b>	p. 676	<a href="#">Pico Rivera Film Permit</a> <b>Office CLOSED on alternate Fridays</b>
<a href="#">Rancho Palos Verdes</a>	Mary Hirsch Parks & Recreation <a href="mailto:film@pvca.gov">film@pvca.gov</a> <b>Ph: 310.544.5260</b> <b>Fax: 310.544.5294</b>	3 Business Days - Private Property 10 Business Days - City Property 10 Business Days - Road Closures / Traffic Control	Application Fee: \$275 on private property \$654 on city property Rush Processing Fee: \$407 Extended-Hours Fee: \$177 per hr Business License: \$152 for calendar year (prorated quarterly) + \$4.00 SB 1186 Fee	Daily Use Fee: \$500 - private property \$2500 on city property \$25/hour city staff monitoring charge on city property no daily charge for private property	<a href="#">L.A. County Sheriff</a> \$109.73 B1 Deputy \$133.10 Sergeant Patrol Station/Facility min: 4 hrs Susana Hernandez Film Unit Coordinator Email: (preferred) s4hernan@lasd.org <b>Ph: 213.229.1672</b>	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> <b>Ph: 818.364.8240</b> <b>Fax: 818.364.8242</b>	p. 822	<a href="#">Rancho Palos Verdes Film Permit</a> As of 6.2.2018 Cancellation Fees apply equal to the Film Permit Application Fee Filming only 7am-7pm <b>STUDENT FRIENDLY</b> All fees waived for student films except city staff monitoring charge (for city property only)



30-Mile Studio Zone Chart

JURISDICTION	CONTACT	ADVANCE NOTICE	PERMIT FEE BUSINESS LICENSE	LOCATION FEE	POLICE REQUIREMENT	FIRE REQUIREMENT	MAP REF	FILM PERMIT INFORMATION SPECIAL PROVISIONS
<a href="#">Redondo Beach</a>	Curt Mahoney Deputy Fire Marshall <a href="mailto:curt.mahoney@redondo.org">curt.mahoney@redondo.org</a> <b>Ph: 310.318.0663</b> <b>Fax: 310.376.3407</b>	7 Business Days	Business License Fee: \$342 per day Flat Rate Film Fee: \$735	Varies	<a href="#">Redondo Beach Police</a> Varies Depending on the Activity <b>Ph: 310.379.2477 ext. 2493</b>	<a href="#">Redondo Beach Fire</a> FSO \$90 per hour Engine Company \$960 (4 hr min) \$240 each additional hour <b>Ph: 310.318.0663 ext. 4338</b>	p. 762	<a href="#">Redondo Beach Film Permit</a> \$1000 refundable deposit required Residential filming restrictions <b>STUDENT FRIENDLY</b> Fees waived with school letterhead, school ID, and school's insurance <b>Office CLOSED On Fridays</b>
<a href="#">Rolling Hills Private Gated Community</a>	John Signo Planning Director <a href="mailto:jsigno@cityofrh.net">jsigno@cityofrh.net</a> <b>Ph: 310.377.1521 ext. 200</b> <b>Fax: 310.377.7288</b>	None	No Fee Permission to access community granted by home owner only	None	<a href="#">L.A. County Sheriff</a> \$109.73 B1 Deputy \$133.10 Sergeant Patrol Station/Facility min: 4 hrs Susana Hernandez Film Unit Coordinator Email: (preferred) s4hernan@lasd.org <b>Ph: 213.229.1672</b>	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro. & Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> <b>Ph: 818.364.8240</b> <b>Fax: 818.364.8242</b>	p. 793	<b>No film permit information available online</b> Guard gated community with Homeowner Association (HOA) entrance via guest list only No permit required Filming is granted by individual homeowner permission Entrance via HOA guest list only <b>Ph: 310.544.6222</b>

30-Mile Studio Zone Chart

JURISDICTION	CONTACT	ADVANCE NOTICE	PERMIT FEE BUSINESS LICENSE	LOCATION FEE	POLICE REQUIREMENT	FIRE REQUIREMENT	MAP REF	FILM PERMIT INFORMATION SPECIAL PROVISIONS
<a href="#">Rolling Hills Estates</a>	Carol Corea Administrator Assistant <a href="mailto:carolc@ci.rolling-hills-estates.ca.us">carolc@ci.rolling-hills-estates.ca.us</a> Ph: 310.377.1577 ext. 105 Fax: 310.377.4468	At least two weeks advance notice Additional notice recommended and may be required for larger productions	Permit Fee: \$350 Motion Picture Private / Residential: \$500 per day Motion Pictures Private Public Property or any Non-Residential: \$1000 per day Still Pictures on Private: \$100 per day / Still Photography on public \$200 per day City Business License: \$154 + \$4 SB1186	None	<a href="#">L.A. County Sheriff</a> \$109.73 B1 Deputy \$133.10 Sergeant Patrol Station/Facility min: 4 hrs Susana Hernandez Film Unit Coordinator Email: (preferred) s4hernan@lasd.org Ph: 213.229.1672	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> Ph: 818.364.8240 Fax: 818.364.8242	p. 793	<a href="#">Rolling Hills Estates Film Permit</a> <b>Office Hours:</b> Mon-Thurs 7:30am-5:30pm Fri 7:30am-4:30pm
<a href="#">Rosemead</a>	Annie Lao Planning Department <a href="mailto:alao@cityofrosemead.org">alao@cityofrosemead.org</a>	4 Business Days (may vary based on extent of filming)	Permit Fees: \$100 per working day Commercial Filming: \$400 per working day + \$800 per night	None	<a href="#">L.A. County Sheriff</a> \$109.73 B1 Deputy \$133.10 Sergeant Patrol Station/Facility min: 4 hrs Susana Hernandez Film Unit Coordinator Email: (preferred) s4hernan@lasd.org Ph: 213.229.1672	L.A. County Fire Film Unit Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 FIRE SAFETY OFFICER (FSO) \$196.99 per hr (4 hr min) FIRE SAFETY ADVISOR (FSA) \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> Ph: 818.364.8240 Fax: 818.364.8242	p. 596	<a href="#">Rosemead Film Permit</a>
	Kinson Wong <a href="mailto:kwong@cityofrosemead.org">kwong@cityofrosemead.org</a> Ph: 626.569.2140							
<a href="#">San Fernando</a>	<a href="#">FilmLA</a> Los Angeles Film Office <a href="mailto:info@FilmLA.com">info@FilmLA.com</a> Ph: 213.977.8600 Fax: 213.977.8601	15 Business Days	<a href="#">FilmLA Fees</a> Application: Film: \$863 (up to 10 locations over a 2 week period) Rider: \$137 Still Photo: \$82 Rider: \$28 Notification/Radius: \$215 minimum (fee varies with radius) Monitor/Hour: \$41.00 1st 8 hours (overtime rates apply)	Varies	<a href="#">San Fernando Police</a> Traffic & Crowd Control \$77 an hour Sergeant \$98 an hour Ph: 818.898.1250	<a href="#">L.A. City Fire Film Unit</a> \$118 an hour (4 hr min) Ph: 213.978.3820	p. 482	<a href="#">FilmLA Online Permit System</a> <b>STUDENT FRIENDLY</b> City manager has the right to waive fees for non-profit projects and student films



30-Mile Studio Zone Chart

JURISDICTION	CONTACT	ADVANCE NOTICE	PERMIT FEE BUSINESS LICENSE	LOCATION FEE	POLICE REQUIREMENT	FIRE REQUIREMENT	MAP REF	FILM PERMIT INFORMATION SPECIAL PROVISIONS
<a href="#">San Gabriel</a>	Jackie Wong Community Development Department / Executive Assistant / Film Permit Coordinator <a href="mailto:jwong@sgch.org">jwong@sgch.org</a>  <b>Ph: 626.308.2806 ext. 4621</b> <b>Fax: 626.458.2830</b>	10 Business Days	Application: \$130 Filming Fee: \$580 per day  *other facility usage and personnel fees may apply	City Employee: \$93 / hr Street Closure: \$250	*Arranged by Janet Sherman <a href="#">San Gabriel Police</a> Traffic & Crowd Control \$123 an hour (2 hr min)  <b>Ph: 626.308.2828</b>	*Arranged by Janet Sherman <a href="#">San Gabriel Fire</a> \$123 an hour (2 hr min)  <b>Ph: 626.308.2880</b>	p. 596	<a href="#">San Gabriel Film Permit</a> No film permit required for personal use still photography <b>STUDENT FRIENDLY</b>  Daily fee waived for student productions, application fee still applies
<a href="#">San Marino</a>	Nicole Cuadros City Manager's Office <a href="mailto:ncuadras@cityofsanmarino.org">ncuadras@cityofsanmarino.org</a> <b>Ph: 626.300.0781</b> <b>Fax: 626.300.0709</b>	10 Business Days (20% of permit fee if less than 10 business days' notice)	Permit Processing Fees: Stills: \$135 per day Motion: \$270 per day  Permit Fees: Stills Public: \$1000 per day Movie Private: \$500 per day Movie Public Streets: \$2,500 per day Public Parks & Buildings: \$2000 per day	Depends on Location	<a href="#">San Marino Police</a> Traffic Control and Public Prop \$60 an hour + 20% Admin Fee (4 hr min)  No overtime rates <b>Ph: 626.300.0720</b>	<a href="#">San Marino Fire</a> Interiors only \$70 per hour (2hr min) + 20% Admin Fee  No overtime rates <b>Ph: 626.300.0735 ext. 37</b>	p. 596	<a href="#">San Marino Film Permit</a> Lacy Park \$2000 per day Huntington Library \$1000 Office Hours:  <b>Mon, Wed-Fri 8am-12pm Tues 8am-4pm or by appointment</b>
<a href="#">Santa Clarita</a> 	Colleen Brutz – Film Program Specialist Matthew Curran – Film Permit Technician Jennifer Jzyk – Film Permit Technician Evan Thomason – Economic Development Associate <a href="mailto:film@santa-clarita.com">film@santa-clarita.com</a> <b>Ph: 661.284.1425</b> <b>Fax: 661.286.4001</b>	3 Business Days - Private Property 5 Business Days (with confirmed location) - City- Owned Properties 5 Business Days - for any requests with SFX, gunfire, aerial activity, or that necessitate a signature survey	Motion Picture Permit: \$390 Movie Ranch Motion Picture Permit: \$156 Still Picture Permit: \$120 Road Use- Parking: \$319 per day and location Road Use (ITC/Driving): \$256 per day and location Road Closure: \$709 per day and location	Private Property: contact owner directly City-owned Properties: contact film office for property and monitor rates	* <b>Contact Film Office</b> <a href="#">L.A. County Sheriff</a> \$109.73 B1 Deputy \$133.10 Sergeant Patrol Station/Facility min: 4 hrs Susana Hernandez Film Unit Coordinator Email: (preferred) <a href="mailto:s4hernan@lasd.org">s4hernan@lasd.org</a> <b>Ph: 213.229.1672</b>	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> <b>Ph: 818.364.8240</b> <b>Fax: 818.364.8242</b>	p. 4550	<a href="#">Santa Clarita Film Permit</a> Insurance naming city as additional insured required Primary and non-contributory language required Special endorsement required <b>STUDENT FRIENDLY</b> Permit fee and review fee waived for students with appropriate documentation and insurance Notification charge can also be waived if the student distributes them themselves <b>Non-profits:</b> Permit fee and review fee waived with a 501c3 letter

30-Mile Studio Zone Chart

JURISDICTION	CONTACT	ADVANCE NOTICE	PERMIT FEE BUSINESS LICENSE	LOCATION FEE	POLICE REQUIREMENT	FIRE REQUIREMENT	MAP REF	FILM PERMIT INFORMATION SPECIAL PROVISIONS
<a href="#">Santa Fe, Springs</a>	Maribel Garcia City Manager's Office <a href="mailto:maribelgarcia@santafesprings.org">maribelgarcia@santafesprings.org</a> <b>Ph: 562.868.0511 ext. 7569</b> <b>Fax: 562. 863.3741</b>	7 Business Days - for normal filming 10 Working Days - for road closures and SFX	Film Permit Fee without Special Effects: \$625 + Cost + \$57 per day for shoots longer than 3 days Film Permit Fee with Special Effects: \$910 + Cost + \$57 per day for shoots longer than 3 days	Varies	<a href="#">Santa Fe Springs Police</a> Manpower determined by Police Department <b>Ph: 562.409.1850</b>	<a href="#">Santa Fe Springs Fire</a> Case-by-case <b>Ph: 562.944.9713</b>	p. 706	<b>No film permit information available online</b> Need insurance at \$1 million per occurrence Contact city manager's office for application
<a href="#">Santa Monica</a>	<a href="#">FilmLA</a> Los Angeles Film Office <a href="mailto:info@FilmLA.com">info@FilmLA.com</a> <b>Ph: 213.977.8600</b> <b>Fax: 213.977.8601</b>	5 Business Days	<a href="#">FilmLA Fees</a> Application: Film: \$863 (up to 10 locations over a 2 week period) Rider: \$137 Still Photo: \$82 Rider: \$28 Notification/Radius: \$215 minimum (fee varies with radius) Monitor/Hour: \$41.00 1st 8 hours (overtime rates apply) *Non-Refundable	Beaches and Pier: \$1,086.35-\$1,323.52; City Hall: ext. \$1,588.22 int. \$2,647.04 Parks: from \$1,058.82 to \$1,323.52 (based on crew size)	<a href="#">Santa Monica Police</a> <i>Contact FilmLA first</i> Traffic & crowd control public property \$217.26 an hour (8 hr min) Plus a \$94.43 per day for additional vehicle <b>Ph: 310.458.8474</b>	<a href="#">Santa Monica Fire</a> <i>Contact FilmLA first</i> Interiors & pier (with a generator) & F/X \$224.58 an hour (8 hr min) Fire vehicle of \$66.40 per day/ per Officer <b>Ph: 310.458.8652</b>	p. 671	<a href="#">FilmLA Online Permit System</a> Signature surveys required from businesses for afterhours filming Separate fees for pier and promenade City Hall CLOSED on alternate Fridays  <b>STUDENT FRIENDLY</b> <a href="#">Student Filmmakers</a>
<a href="#">Seal Beach</a> <i>Orange County</i> <b>Only part of city in 30-Mile Studio Zone</b>	Tim Kelsey Community Services Manager <a href="mailto:tkelsey@sealbeachca.gov">tkelsey@sealbeachca.gov</a>  <b>Ph: 562.431.2527</b>  <b>ext. 1341</b> <b>Fax: 562.493.9857</b>	3 Weeks* *depending on production size	Application Fee: \$157 Still Photography: \$104 Expedited Application Fee: \$314 Business License Fee: \$25 - one day shoot \$30 per day or \$219 per year \$500 refundable deposit	General Location: \$422 Pier/Park: \$314 Lifeguard Station: \$209 City Hall: \$209 City Jail: \$524	<a href="#">Seal Beach Police</a> Traffic & Crowd Control: Case-by-case  Life guard: Case-by-case  <b>Ph: 562.799.4100</b>	<a href="#">Orange County Fire</a> Case-by-case  <b>Ph: 714.573.6000</b>	LA/OR p. 826	<a href="#">Seal Beach Film Permit</a> Scroll down to <i>Film Permit Application</i>  Parking on beach lots charged at regular rate - contact Aamco Parking Mr. Terry Turner  <b>Ph: 949.252.0678</b>



30-Mile Studio Zone Chart

JURISDICTION	CONTACT	ADVANCE NOTICE	PERMIT FEE BUSINESS LICENSE	LOCATION FEE	POLICE REQUIREMENT	FIRE REQUIREMENT	MAP REF	FILM PERMIT INFORMATION SPECIAL PROVISIONS
<a href="#">Sierra Madre</a>	Lawren Heinz Film Monitor <a href="mailto:lheinze@cityofsierramadre.com">lheinze@cityofsierramadre.com</a> Ph: 626.355.7135 ext. 704 Fax: 626.836.6656	5 -10 Business Days (varies with special effects)	Film: Refundable Deposit \$2222 less than 5 cast/crew: \$300 per day 6-50 cast/crew: \$1000 first day \$750 each additional day 50 or more cast/crew: \$1783/+ first day \$1,428/+ each additional day City Property: \$1,096/+ per day Business License: \$42 Photography: \$300/+ per day	Varies \$1000 per day - city property \$90 per day - stills \$1500 - overnight Business License: \$35	<a href="#">Sierra Madre Police</a> Traffic control \$121 an hr (4 hr min) Ph: 626.355.1414	<a href="#">Sierra Madre Fire</a> Fire Permit (If needed) \$73 per day Fire Safety Office: \$121 an hr Ph: 626.355.3611	p. 567	<a href="#">Sierra Madre Film Permit</a> Fee schedule in place Business district filming restrictions \$2000 deposit <b>STUDENT FRIENDLY</b> Fees may be waived for student productions, but staffing fees will still apply. If the production uses a generator or requires ITC, the PD or FSO must be scheduled.
<a href="#">Signal Hill</a>	Martha Baez Community Service Department <a href="mailto:mbaez@cityofsignalhill.org">mbaez@cityofsignalhill.org</a> Ph: 562.989.7374 Fax: 562.989.7393	15 Business Days	Permit: \$265	Varies	<a href="#">Signal Hill Police</a> Traffic and Crowd Control (varies by location) Ph: 562.393.7200	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro. & Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> Ph: 818.364.8240 Fax: 818.364.8242	p. 795	<a href="#">Signal Hill Film Permit</a>



30-Mile Studio Zone Chart

JURISDICTION	CONTACT	ADVANCE NOTICE	PERMIT FEE BUSINESS LICENSE	LOCATION FEE	POLICE REQUIREMENT	FIRE REQUIREMENT	MAP REF	FILM PERMIT INFORMATION SPECIAL PROVISIONS
<a href="#">Simi Valley</a> Ventura County	Myana Barajas and Josh Terry Customer Services Representative - Film Permits City of Simi Valley <a href="mailto:locationfilmingpermit@simivalley.org">locationfilmingpermit@simivalley.org</a> Ph: 805.583.6736 Fax: 805.583.6399	7-10 Business Days 2 Business Weeks - for street closures	Permits: Business Tax Fee \$100 per day \$295 Temp Use Permit Major \$755 /2 days Minor \$360 /2 days	None	<a href="#">Simi Valley Police</a> Officer \$101 Sergeant \$123 Lieutenant \$143 per hour (2 hr minimum) Ph: 805.583.6950	<a href="#">Ventura County Fire</a> Review Fee Filming: \$228 Review Fee Still: \$152 Review Fee Student: \$228 Additional Permit Required from VCFD for Pyro/FX: \$266  Lori Ross Filming Fire Safety Coordinator <a href="mailto:lori.ross@ventura.org">lori.ross@ventura.org</a> Ph: 805.947.8535 Ph: 805.389.9710 Fax: 805.383.4766	LAVN p. 478	<a href="#">Simi Valley Film Permit</a> \$75 per 100 ft of city posted no parking signs \$288 Encroachment Permit <b>STUDENT FRIENDLY</b>  <a href="#">Rancho Simi Recreation and Park District</a> Nikki Davy Administrative Secretary Ph: 805.584.4415
<a href="#">South El Monte</a>	Rodrigo Pelayo, Interim Planning Supervisor <a href="mailto:rpelayo@soelmonte.org">rpelayo@soelmonte.org</a> Ph: 626.579.6540 ext. 3247 Fax: 626.579.2409  Colby Cataldi Director of Community Development and Public Works <a href="mailto:ccataldi@soelmonte.org">ccataldi@soelmonte.org</a> (626) 579-6540 x3218	2 Business Weeks	Film Permit: \$1368	None	<a href="#">L.A. County Sheriff</a> \$109.73 B1 Deputy \$133.10 Sergeant Patrol Station/Facility min: 4 hrs Susana Hernandez Film Unit Coordinator Email: (preferred) s4hernan@lasd.org Ph: 213.229.1672	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro. & Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours) <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> Ph: 818.364.8240 Fax: 818.364.8242	p. 637	<b>No film permit information available online</b> Contact Enforcement for permit application <b>Office CLOSED on Fridays</b>



30-Mile Studio Zone Chart

JURISDICTION	CONTACT	ADVANCE NOTICE	PERMIT FEE BUSINESS LICENSE	LOCATION FEE	POLICE REQUIREMENT	FIRE REQUIREMENT	MAP REF	FILM PERMIT INFORMATION SPECIAL PROVISIONS
<a href="#">South Gate</a>	<a href="#">FilmLA</a> Los Angeles Film Office <a href="mailto:info@FilmLA.com">info@FilmLA.com</a> Ph: 213.977.8600 Fax: 213.977.8601	3 Business Days	<a href="#">FilmLA Fees</a> Application: Film: \$863 (up to 10 locations over a 2 week period) Rider: \$137 Still Photo: \$82 Rider: \$28 Notification/Radius: \$215 minimum (fee varies with radius) Monitor/Hour: \$41.00 1st 8 hours (overtime rates apply) *Non-Refundable	\$536 per day Swim Center: \$2651 per day Sports Center: \$2651 per day Parks and Rec Facilities: TBD	<a href="#">South Gate Police</a> <i>Contact FilmL.A., Inc. first</i> Case-by-case fees Ph: 323.563.5436	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> Ph: 818.364.8240 Fax: 818.364.8242	p. 705	<a href="#">FilmLA Online Permit System</a>  <b>STUDENT FRIENDLY</b> <a href="#">Student Filmmakers</a>
<a href="#">South Pasadena</a> 	Joan Aguado Film Liaison <a href="mailto:jaquado@southpasadenaca.gov">jaquado@southpasadenaca.gov</a>  Ph: 626.403.7263 Fax: 626.403.7251	2 Business Days	Permit Fees: Commercial/City/ Res Prop \$729.50 per day \$144.50 stills	For public property only \$150 per hr city facilities	<a href="#">South Pasadena Police</a> \$70 an hour (8 hr min) Ph: 626.403.7270	<a href="#">South Pasadena Fire</a> \$70 an hour (8 hr min) case-by-case  Ph: 626.403.7300	p. 595	<a href="#">South Pasadena Film Permit</a> <b>STUDENT FRIENDLY</b>
<a href="#">Stanton</a> Orange County <b>Only part of city in 30-Mile Studio Zone</b>	Carlos Castellanos Community Development <a href="mailto:ccastellanos@stantonca.gov">ccastellanos@stantonca.gov</a> Ph: 714.890.4228 Fax: 714.890.1443	2 Working Days - for approval and issuance of a "normal" permit 4 Working Days - for traffic control which exceeds 3 minutes, stunts, or special effects  10 Working Days - for road closures	Permit Process: \$385 Business License may fall under vehicle tax fee \$40 with one time \$110 processing fee	Location Permit Fee: \$385 per day	<a href="#">Orange County Sheriff</a> Case-by-case Ph: 714.647.7000	<a href="#">Orange County Fire</a> Case-by-case Ph: 714.573.6000	LA/OR p. 797	<b>No film permit information available online</b>  <b>Office CLOSED on Fridays and daily 12-1pm</b>



30-Mile Studio Zone Chart

JURISDICTION	CONTACT	ADVANCE NOTICE	PERMIT FEE BUSINESS LICENSE	LOCATION FEE	POLICE REQUIREMENT	FIRE REQUIREMENT	MAP REF	FILM PERMIT INFORMATION SPECIAL PROVISIONS
<a href="#">Temple City</a>	Sandra Scott Interim Planning Secretary <a href="mailto:sscott@templecity.us">sscott@templecity.us</a> Ph: 626.656.7316 Ph: 626.285.2171 ext. 4347	3-10 Business Days	Business license fee: \$172 Processing fee: \$29 Permit fee: \$145 Fee per day: \$110 State fee: \$4	Varies Additional fees for use of staff or city owned facilities, including parks	<a href="#">L.A. County Sheriff</a> \$109.73 B1 Deputy \$133.10 Sergeant Patrol Station/Facility min: 4 hrs Susana Hernandez Film Unit Coordinator Email: (preferred) s4hernan@lasd.org Ph: 213.229.1672	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> Ph: 818.364.8240 Fax: 818.364.8242	p. 597	<a href="#">Temple City Film Permit</a> Extra charges for the Performing Arts Pavilion Gazebo May assess fee for road closures <b>STUDENT FRIENDLY</b> No charge for student films
<a href="#">Thousand Oaks</a> Ventura County Only part of city in 30-Mile Studio Zone	Steve Barragan Special Event Film Permit Processing <a href="mailto:SBarragan@oaks.org">SBarragan@oaks.org</a> Ph: 805.449.2298 Fax: 805.449.2350	5 Business Days	Business License: \$61 \$10 per day Motion Picture: \$247 per day Photography: \$164 per day	Public Streets: \$1,000 (\$600 non-profit) City Property: \$2,000 (\$1,600 non-profit)	<a href="#">Thousand Oaks Police</a> Manpower determined by Police Department Ph: 805.494.8200	<a href="#">Ventura County Fire</a> Review Fee Filming: \$228 Review Fee Still: \$152 Review Fee Student: \$228 Additional Permit Required from VCFD for Pyro/FX: \$266  Lori Ross Filming Fire Safety Coordinator <a href="mailto:lori.ross@ventura.org">lori.ross@ventura.org</a> Ph: 805.947.8535 Ph: 805.389.9710 Fax: 805.383.4766	LA/VN p. 526	<a href="#">Thousand Oaks Film Permit</a> <b>STUDENT FRIENDLY</b>  <a href="#">Conejo Recreation and Park District Film Permit</a>  <a href="#">Conejo Recreation and Park District</a> Former MGM Ranch Matt Kouba Park Superintendent Ph: 805.381.2735

30-Mile Studio Zone Chart

JURISDICTION	CONTACT	ADVANCE NOTICE	PERMIT FEE BUSINESS LICENSE	LOCATION FEE	POLICE REQUIREMENT	FIRE REQUIREMENT	MAP REF	FILM PERMIT INFORMATION SPECIAL PROVISIONS
<a href="#">Torrance</a>	Please contact Special Events and Film Office for any questions <b>Ph: 310-618-2456</b>  <a href="mailto:SEFO@TorranceCA.Gov">SEFO@TorranceCA.Gov</a>	10 Business Days	Motion Picture Production - \$301 First Day, \$96 Each Additional Day Private Motion Picture Production – Public \$662 First Day, \$345 Each Additional Day Still Photography Public or Private \$232 Per	Varies	<a href="#">Torrance Police</a> \$151 per hour (6 hr min)  <b>Ph: 310.328.3456</b>	<a href="#">Torrance Fire</a> TBD  <b>Ph: 310.781.7000</b>	p. 763	<a href="#">Torrance Film Permit</a> <b>Office CLOSED on alternate Fridays</b>
<a href="#">Vernon</a>	<a href="#">FilmLA</a> Los Angeles Film Office <a href="mailto:info@FilmLA.com">info@FilmLA.com</a> <b>Ph: 213.977.8600</b> <b>Fax: 213.977.8601</b>	3 Business Days	<a href="#">FilmLA Fees</a> Application: Film: \$863 (up to 10 locations over a 2 week period) Rider: \$137 Still Photo: \$82 Rider: \$28 Notification/Radius: \$215 minimum (fee varies with radius) Monitor/Hour: \$41.00 1st 8 hours (overtime rates apply) *Non-Refundable	City Street Use: \$650 per day City Property Use Fee: \$500 per day Private Property Location Fee: \$150 per permit	<a href="#">Vernon Community Police</a> Contact FilmL.A., Inc. first \$75.00 per hr (2 officials min) <b>Ph: 323. 587.5171</b>	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)	p. 674	<a href="#">FilmLA Online Permit System</a> Caterers need Business License \$150 Health Inspection fee for catering trucks and craft services providers Business District filming restrictions  <b>STUDENT FRIENDLY</b> <a href="#">Student Filmmakers</a>



30-Mile Studio Zone Chart

JURISDICTION	CONTACT	ADVANCE NOTICE	PERMIT FEE BUSINESS LICENSE	LOCATION FEE	POLICE REQUIREMENT	FIRE REQUIREMENT	MAP REF	FILM PERMIT INFORMATION SPECIAL PROVISIONS
<a href="#">Walnut</a> Only part of city in 30-Mile Studio Zone	Melanie Maio Public Information Officer Ph: 909.348.0704 <a href="mailto:mtep@cityofwalnut.org">mtep@cityofwalnut.org</a>	2 Business Days - normal 4 Business Days - for traffic control 10 Business Days - for road closures	Non Refundable Filing Fee: \$250 Business License: \$5 for each day + \$4 assembly bill fee A maximum \$45 per day if filming exceeds 9 days	Varies \$500 per day on city property	<a href="#">L.A. County Sheriff</a> \$109.73 B1 Deputy \$133.10 Sergeant Patrol Station/Facility min: 4 hrs Susana Hernandez Film Unit Coordinator Email: (preferred) s4hernan@lasd.org Ph: 213.229.1672	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> Ph: 818.364.8240 Fax: 818.364.8242	p. 639	<a href="#">Walnut Film Permit</a> Office CLOSED on Fridays
<a href="#">West Covina</a>	Jerry Rivera Planning Division <a href="mailto:JRivera2@westcovina.org">JRivera2@westcovina.org</a> Ph: 626.939.8422	2 Weeks & major productions 4 weeks	Permit Fee: Application \$2,696 + \$96.36 per hour in staff time Security and cleaning deposit of \$1,020	Varies	<a href="#">West Covina Police</a> Two police officers will be required on site at the rate of \$346.10 per hour for both officers. Ph: 626.939.8557	<a href="#">West Covina Fire</a> Case-by-case Ph: 626.939.8824 Production Facilities: Film Permit - \$299+stand-by fees	p. 598	<a href="#">West Covina Film Permit</a> Certificate of insurance and property owner's permission required Office CLOSED on Fridays
<a href="#">West Hollywood</a> 	Eddie Robinson Film Liaison <a href="mailto:wehofilm@weho.org">wehofilm@weho.org</a> Ph: 323.848.6489 Fax: 323.848.6561	3 Business Days	<a href="#">Fee Schedule</a>	Varies	<a href="#">L.A. County Sheriff</a> \$109.73 B1 Deputy \$133.10 Sergeant Patrol Station/Facility min: 4 hrs Susana Hernandez Film Unit Coordinator Email: (preferred) s4hernan@lasd.org Ph: 213.229.1672	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> Ph: 818.364.8240 Fax: 818.364.8242	p. 592	<a href="#">West Hollywood Film Permit</a> Hour parking restrictions Street Closures: \$500-\$2000 (first hour) \$500-\$2000 (each additional hour) Office CLOSED on alternate Fridays



30-Mile Studio Zone Chart

JURISDICTION	CONTACT	ADVANCE NOTICE	PERMIT FEE BUSINESS LICENSE	LOCATION FEE	POLICE REQUIREMENT	FIRE REQUIREMENT	MAP REF	FILM PERMIT INFORMATION SPECIAL PROVISIONS
<a href="#">Westlake Village</a>	Carol Kramer, Deputy City Clerk <a href="mailto:CarolK@wlv.org">CarolK@wlv.org</a> <b>Ph: 818-706-1613</b> <b>Fax: 818.706.1391</b>	15 Business Days	Permit Application Fee: \$250 Filming Deposit: \$500 Public Property: \$500 per day Private Property: \$300 per day F/X \$1,000 per day Hold harmless and 1 million dollar liability policy and additional insured endorsement	None	<a href="#">L.A. County Sheriff</a> \$109.73 B1 Deputy \$133.10 Sergeant Patrol Station/Facility min: 4 hrs Susana Hernandez Film Unit Coordinator Email: (preferred) s4hernan@lasd.org <b>Ph: 213.229.1672</b>	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> <b>Ph: 818.364.8240</b> <b>Fax: 818.364.8242</b>	p. 557	<a href="#">Westlake Village Film Permit</a> No filming after 9pm unless approved No directional signage allowed Filming in residential areas only from 7am-7pm
<a href="#">Westminster</a> <i>Orange County</i> <b>Only part of city in 30-Mile Studio Zone</b>	Linh Doan, Administrative Assistant to the City Manager & City Council <a href="mailto:lidoan@westminster-ca.gov">lidoan@westminster-ca.gov</a> <b>Ph: 714-548-3178</b>	An applicant will be required to submit a permit request at least two business days prior to the date on which such person desires to conduct an activity for which a permit is required. If such filming activity interferes with traffic or involves potential public safety hazards, an application may be required at least 5-7 business days in	Permit Application Fee: \$195	Motion-private property: \$200/day Still-private property: \$100/day Motion-city property: \$400/day Still-city property: \$200/day	<a href="#">Westminster Police</a> Case-by-case <b>Ph: 714.898.3315</b>	<a href="#">Orange County Fire</a> Case-by-case <b>Ph: 714.573.6000</b>	LA/OR p. 827	<a href="#">Westminster Film Permit</a> <b>STUDENT FRIENDLY</b>



30-Mile Studio Zone Chart

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<a href="#">Whittier</a>	Helen Gonzalez Senior Engineering Technician, Public Works Engineering Division <a href="mailto:hgonzalez@cityofwhittier.org">hgonzalez@cityofwhittier.org</a> Ph: 562.567.9516 Ph: 562.567.9500 / 9999 Fax: 562.567.2874	5 Business Days	Application Fees: Film - \$400 Still Photography - \$200 Business License Fee: \$64 each year per project Ph: 562.567.9860	None	<a href="#">Whittier Police</a> Para-Police Officer: \$108.87 per hour Police Vehicle: \$14.08 per hour Total: \$122.95 (3 hr min) Ph: 562.567.9211	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> Ph: 818.364.8240 Fax: 818.364.8242	p. 707	<a href="#">Whittier Film Permit</a> Public use fee on certain city property Filming 6am-10pm <b>STUDENT FRIENDLY</b> No fees for student filming
<b>Other Permit Offices Located in the 30-Mile Studio Zone</b>								
Los Angeles Community Redevelopment Agency - CRA/LA Disbanded	<a href="#">FilmLA</a> Los Angeles Film Office <a href="mailto:info@FilmLA.com">info@FilmLA.com</a> Ph: 213.977.8600 Fax: 213.977.8601	1 Business Week	\$500 per day \$1000 security deposit	None	<a href="#">L.A. City Police</a> Retired / Off Duty Officer: \$66.20-\$76.75 per hour (8 hr min / OT after 8, Double after 12) Active Officer: \$74 per hour (2-4hr min / flat rate / no motorcycle fee) \$75 per day for Motorcycle, per officer Ph: 213.486.0621	<a href="#">L.A. City Fire Film Unit</a> \$118 per hour (4 hr min) Ph: 213.978.3814	p. 634	<a href="#">FilmLA Online Permit System</a>  <b>STUDENT FRIENDLY</b> <a href="#">Student Filmmakers</a>
<a href="#">Los Angeles County Unincorporated Areas</a>	<a href="#">FilmLA</a> Los Angeles Film Office <a href="mailto:info@FilmLA.com">info@FilmLA.com</a> Ph: 213.977.8600 Fax: 213.977.8601	2 Business Days	<a href="#">FilmLA Fees</a> Application: \$863 Rider: \$137 Still Photo: \$82 Rider: \$28 Notification/Radius: \$215 Monitor/Hour: \$41 L.A. County Road Inspection Fee: \$420 L.A. County Road Application Fee: \$191 L.A. County Encroachment Fee: \$347	County Property: \$400 per day Prep/Strike: \$100 first 3 days \$400 per day after	<a href="#">L.A. County Sheriff</a> \$109.73 B1 Deputy \$133.10 Sergeant Patrol Station/Facility min: 4 hrs Susana Hernandez Film Unit Coordinator Email: (preferred) s4hernan@lasd.org Ph: 213.229.1672	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> Ph: 818.364.8240 Fax: 818.364.8242	p. 634	<a href="#">FilmLA Online Permit System</a>  <b>STUDENT FRIENDLY</b> <a href="#">Student Filmmakers</a>



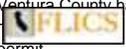
30-Mile Studio Zone Chart

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<a href="#">Orange County Unincorporated Areas</a>  Filming Inquiries & Permit calls go to the Orange County Film Commission first	Janice Arrington Orange County Film Commissioner <a href="mailto:jarrington@filmorangecounty.org">jarrington@filmorangecounty.org</a> <b>Ph: 949.246.9704</b>  Kellee Vessey Film Permit Coordinator Orange County Parks & Recreation <a href="mailto:Kellee.Vessey@ocparks.com">Kellee.Vessey@ocparks.com</a> <b>Ph: 949.585.6447 / 6463</b> <b>Ph: 866.627.2757</b> <b>Fax: 714.973.3336</b>  Mustapha Balkis OC Development Services Encroachment Permits OC Public Works <a href="mailto:mustapha.balkis@ocpw.ocgov.com">mustapha.balkis@ocpw.ocgov.com</a> <b>Ph: 714.667.8844</b> <b>Fax: 714.667.7522</b>	2 or 3 Business Weeks  Public works permit: 3 Business Days \$69.99 Non-Refundable fee	Public Property Only: \$400 per day - film \$150 per day - stills \$200 per day - prep and strike  Non-refundable application fee: \$69.95  Security Deposit: \$1,000  <a href="https://ocpublicworks.com/">https://ocpublicworks.com/</a>	None  OC Parks: \$400 per day **Old county court house has own fees**	<a href="#">Orange County Sheriff</a> Case-by-case <b>Ph: 949.248.3550</b>  <a href="#">Orange County Sheriff</a> Case-by-case <b>Ph: 949.248.3550</b>	<a href="#">Orange County Fire</a> Case-by-case <b>Ph: 714.573.6000</b>  <a href="#">Orange County Fire</a> Case-by-case <b>Ph: 714.573.6000</b>	OR/SD p. 829	Permit calls go to the Orange County Film Commission first <a href="#">Orange County Parks Film Permit</a>





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JURISDICTION	CONTACT	ADVANCE NOTICE	PERMIT FEE BUSINESS LICENSE	LOCATION FEE	POLICE REQUIREMENT	FIRE REQUIREMENT	MAP REF	FILM PERMIT INFORMATION SPECIAL PROVISIONS
<p><a href="#">Ventura County</a> Ventura County has a  permit jurisdiction. Each has their own fee structure and permitting process. Knowing the location will determine the requirements, fees. Permit calls go to the <a href="#">Ventura County Film Commission</a> first</p> <p><a href="#">(Use this GIS Map resource to determine jurisdiction)</a></p> <p>If you have any question, please call or email the film liaison, Bill Bartels <b>(805) 409-9947</b> <a href="mailto:bill@edcollaborative.com">bill@edcollaborative.com</a></p>	<p>Bill Bartels Film Liaison Ventura County Film Commission <a href="mailto:bill@edcollaborative.com">bill@edcollaborative.com</a> <b>Ph: 805.409.9947</b></p>	<p>The range for permits in Ventura County is anywhere from 3 Days to 30 Days, depending on jurisdiction and impact (standard/waivers) assessment.</p> <p><a href="#">Piru (Unincorporated Ventura County)</a> 5 Days</p> <p><a href="#">Simi Valley</a> 5 days</p> <p><a href="#">Rancho Simi Valley Recreation and Parks District</a> 5 Days</p> <p><a href="#">Mountains Recreation &amp; Conservation Authority</a> Case by Case (as fast as possible) <a href="#">Moorpark</a> 4 Weeks for public property/2 Weeks Private Property (must be submitted in <a href="#">Thousand Oaks</a> 5 Days</p>	<p>Each Jurisdiction requires both a film permit and business tax license permit for film. These fees are set annually by the jurisdictions and updated.</p> <p>Piru (Unincorporated Ventura County)</p> <p>Simi Valley</p> <p>Rancho Simi Valley Recreation and Parks District</p> <p>Mountains Recreation &amp; Conservation Authority</p> <p>Thousand Oaks</p>	<p>Varies by jurisdiction</p> <p>Piru (Unincorporated Ventura County)</p> <p>Simi Valley</p> <p>Rancho Simi Valley Recreation and Parks District</p> <p>Mountains Recreation &amp; Conservation Authority</p> <p>Moorpark</p> <p>Thousand Oaks</p>	<p><b>Internal Jurisdictions:</b> <a href="#">Ventura County Sheriff</a></p> <p><a href="#">Thousand Oaks Police Department</a></p> <p><a href="#">Simi Valley Police Department</a></p> <p><a href="#">Moorpark Police Division</a></p> <p>Public Roads in the County Area: <a href="#">California Highway Patrol</a></p>	<p><a href="#">Ventura County Fire</a></p> <p>Lori Ross Filming Fire Safety Coordinator <a href="mailto:lori.ross@ventura.org">lori.ross@ventura.org</a> <b>Ph: 805.947.8535</b> <b>Fax: 805.383.4766</b> <a href="#">Fire Questionnaire</a>: Jurisdiction for all permitting agencies, in Ventura County, in the Zone.</p>	<p>LA/VEN p. 492</p>	<p>Please make sure you are clear on what jurisdiction creates the regulatory layers for a location.</p>



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<b>Other Permit Offices Located in the 30-Mile Studio Zone - FEDERAL</b>								
<a href="#">Angeles National Forest</a> <i>Considered within the Secondary Studio Zone: Lake Elizabeth Lake Hughes</i>	Angela Stever Special Uses Angeles National Forest <a href="mailto:astever@fs.fed.us">astever@fs.fed.us</a> p: 661.269.2808 x249 f: 661.269.2825	10 Business Days Minimum	Insurance required	Film crew: Motion Picture: 1-10 - \$285.12 per day 11-30 - \$380.13 per day 31-60 - \$950.36 per day 60+ - \$1,144.07 per day Still Photography: 1-10 - \$95.06 per day 11-30 - \$285.12 per day 31-60 - \$475.18 per day 60+ - \$475.18 per day	CHP required if filming on county roads or state highways <a href="#">State Permit &amp; Monitor Fees</a>  Officer Jon Dockweiler CHP Media Relations Officer <a href="mailto:Jdockweiler@chp.ca.gov">Jdockweiler@chp.ca.gov</a> <b>Cell: 213.703.2070</b> Type of monitor determined by CHP Liaison 4 HR MIN: \$105.91 Officer per hr. \$128.44 Sergeant per hr. \$133.97 Motorcycle Sergeant per hr. \$110.12 Motorcycle Officer per hr. \$1.45/mile vehicle \$1.31/mile motorcycle	Varies based on needs of the production	p. 504-511	<a href="#">Angeles National Forest Online Permit Application</a>
<a href="#">Army Corps of Engineers Department of Defense</a>	Primary Contact: Brian Lee (213) 452-3126  Secondary Contact: Lynette Uiloa (213) 452-3145	The Corps must receive the application and initial deposit at least 30 days prior to the film date. All fees must be paid 5 days prior to film date.	Non-Refundable Application Fee: \$750 Student and Non- Profit Groups: \$300 \$50 each additional day	Processing Fee: \$300 Prep/Strike: \$100 per day	Corps Monitor \$80 per hour (8 hr min) (Federal holidays and Easter Sunday: \$160 per hour)	Corps Safety Officer \$150 / hour if needed due to unusual activities	p. 502-503 p. 531 & 561	<a href="#">Army Corps of Engineers Film Permit</a> Must obtain a standard liability insurance policy in the amount of \$500,000 per person in any one claim and an aggregate limit of \$2,000,000. Property damage coverage must be at least \$100,000. A copy of the bond and insurance policy or a Certificate of Insurance must be furnished to the Corps prior to issuance of a permit. Govern. or Corps shall not be named coinsured.



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<a href="#">Los Angeles National Cemetery Department of Veterans Affairs -</a>  <a href="#">National Cemetery Administration - West Los Angeles</a>	Temoc Meza Director Los Angeles National Cemetery <a href="mailto:cuauhtemoc.mezadavila@va.gov">cuauhtemoc.mezadavila@va.gov</a>  <b>Ph: 310.268.4030</b> <b>Fax: 310.295.7977</b>	Case-by-case, One week flexible	Donation of a standard daily location fee would be appreciated	\$1 million liability insurance policy	<a href="#">L.A. City Police</a> Retired / Off Duty Officer: \$66.20-\$76.75 per hour (8 hr min / OT after 8, Double after 12) Active Officer: \$74 per hour (2-4hr min / flat rate / no motorcycle fee) \$75 per day for Motorcycle, per officer <b>Ph: 213.486.0621</b>	<a href="#">L.A. City Fire Film Unit</a> \$118 per hour (4 hr min, plus 1 hr of travel) <b>Ph: 213.978.3814</b>	p. 631	<a href="https://www.cem.va.gov/facts/Filming_and_Photoigraphy_Guidance.asp">https://www.cem.va.gov/facts/Filming_and_Photoigraphy_Guidance.asp</a>  <i>No film permit online</i> A script must be provided for filming of any type. A narrative description of all photo shoots is required. <b>STUDENT FRIENDLY - SCROLL DOWN PAGE</b>  Cannot close cemetery or prevent anyone from visiting gravesites
<a href="#">Santa Monica Mountains National Recreation Area</a>	Preston DeCorte Office of Special Park Uses <b>Ph: 805.370.2308</b> <b>Ph: 805.370.2300</b>  <a href="mailto:preston_decorte@nps.gov">preston_decorte@nps.gov</a> <a href="http://samo_permits@nps.gov">samo_permits@nps.gov</a>	10 Business Days	\$175 non-refundable application fee for photography	<b>There are no longer location fees for filming.</b> Still Photography: 1-10 \$50 11-30 \$150 30+ \$250	Varies - inquire with Permit Coordinator	Varies depending on location in park	p. 625-630	<a href="#">Santa Monica Mountains Film Permit</a>
<a href="#">Veterans Administration Greater L.A. Healthcare System</a>	<p align="center"><b>No filming permitted until further notice</b></p>						p. 631-632	<p align="center"><b>No crew parking provided</b></p>
<a href="#">Veterans Administration Long Beach Healthcare System</a>	Richard Beam Director of Public Affairs & Community Relations <a href="mailto:Richard.beam@va.gov">Richard.beam@va.gov</a>  <b>Ph: 562.826.5498</b>	Case-by- case					p. 796	<p><b>No film permit information available online</b></p>



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<b>Other Permit Offices Located in the 30-Mile Studio Zone - STATE</b>								
<a href="#">State of California</a>	David Booth Caltrans Permits State Highways & Roads <a href="mailto:dbooth@film.ca.gov">dbooth@film.ca.gov</a> <i>Ph: 323.818.4104</i>	4 Business Days 15 Business Days - minimum for road closures	<b>No Permit Fee</b> <a href="#">State Permit and Monitor Fees</a>	None	Type of monitor determined by CHP Liaison 4 HR MIN: \$105.91 Officer per hr. \$128.44 Sergeant per hr. \$133.97 Motorcycle Sergeant per hr. \$110.12 Motorcycle Officer per hr. \$1.45/mile vehicle \$1.31/mile motorcycle  Officer Jon Dockweiler CHP Media Relations Officer <a href="mailto:jdockweiler@chp.ca.gov">jdockweiler@chp.ca.gov</a> <i>Cell: 213.703.2070</i>	Vijay Mepani Deputy State Fire Marshall <a href="mailto:vijay.mepani@fire.ca.gov">vijay.mepani@fire.ca.gov</a> <i>Cell: 213.700.5884</i> <i>Ph: 323.817.4108</i>	N/A	<a href="#">CFC Online Permit Application</a>
<a href="#">State of California</a>	Tiana Reynolds - State Buildings & Facilities / Northern and Central CA State Parks Permit <a href="mailto:treynolds@film.ca.gov">treynolds@film.ca.gov</a>  <i>Ph: 323.817.4112</i>	4 Business Days	<b>No Permit Fee</b> <a href="#">State Permit and Monitor Fees</a>	None <b>NO WEEKEND FILMING MOST  BEACHES AND PARKS / BUILDINGS AND</b>	Parks monitor hourly rates are "portal to portal" (generally add one hour of time, 6 hr min) Type of monitor determined by State Parks  Type of monitor determined by State Agency	Vijay Mepani Deputy State Fire Marshall <a href="mailto:vijay.mepani@fire.ca.gov">vijay.mepani@fire.ca.gov</a> <i>Cell: 213.700.5884</i> <i>Ph: 323.817.4108</i>	N/A	<a href="#">CFC Online Permit Application</a>  Filming welcome in CFC office When filming in CFC office either CHP or CFC staff are assigned  <b>ANY STATE BUILDING OR CFC OFFICE AVAILABLE ONLY ON WEEKENDS</b>



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<a href="#">State of California</a>	Catherine Adamic Southern CA State Parks Permits <a href="mailto:cadamic@film.ca.gov">cadamic@film.ca.gov</a>  <b>Ph: 323.817.4107</b>	4 Business Days	<b>No Permit Fee</b> <a href="#">State Permit and Monitor Fees</a>	None <b>NO WEEKEND</b>  <b>FILMING MOST BEACHES AND PARKS</b>	Parks monitor hourly rates are "portal to portal" (generally add one hour of time, 6 hr min)  Type of monitor determined by State Parks Angeles District Filming Coordinator  <a href="mailto:AngelesDistrict.Filming@parks.ca.gov">AngelesDistrict.Filming@parks.ca.gov</a>  <b>Ph: 818.880.0358</b>	Vijay Mepani Deputy State Fire Marshall <a href="mailto:vijay.mepani@fire.ca.gov">vijay.mepani@fire.ca.gov</a>  <b>Cell: 213.700.5884</b> <b>Ph: 323.817.4108</b>	N/A	<a href="#">CFC Online Permit Application</a>
<a href="#">State of California</a>	Officer Jon Dockweiler CA Highway Patrol Statewide Film Media Relations <a href="mailto:jdockweiler@chp.ca.gov">jdockweiler@chp.ca.gov</a> <b>Cell: 213.703.2070</b>	4 Business Days	<b>No Permit Fee</b> <a href="#">State Permit and Monitor Fees</a>	None	Type of monitor determined by CHP Liaison 4 HR MIN: \$105.91 Officer per hr. \$128.44 Sergeant per hr. \$133.97 Motorcycle Sergeant per hr. \$110.12 Motorcycle Officer per hr. \$1.45/mile vehicle \$1.31/mile motorcycle  <b>All rates 4 hr minimum</b>	Vijay Mepani Deputy State Fire Marshall <a href="mailto:vijay.mepani@fire.ca.gov">vijay.mepani@fire.ca.gov</a> <b>Cell: 213.700.5884</b> <b>Ph: 323.817.4108</b>	N/A	<a href="#">CFC Online Permit Application</a>
<b><a href="#">Mountains Recreation Conservation Authority (MRCA)</a></b> A local government public entity established in 1985 pursuant to Joint Powers Act to manage Santa Monica Mountains Conservancy land								
<b><a href="#">Santa Monica Mountains Conservancy (SMMC)</a></b> State Property within the 30-Mile Studio Zone Not Permitted by the California Film Commission (CFC)								
<a href="#">Mountains Recreation Conservation Authority (MRCA)</a>	René Garcia Filming Manager Mountains Receptions & Conservancy Authority Los Angeles River Center and Gardens <a href="mailto:rene.garcia@mrca.ca.gov">rene.garcia@mrca.ca.gov</a> <b>Ph: 323-221-9944 ext 139</b>	None - ASAP turnaround	None	Case-by-case	Case-by-case	L.A. City L.A. County Ventura County depending on park location	LAVEN Varies	<a href="#">MRCA Film Permit</a>



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Locations Outside the 30-Mile Studio Zone Considered within the 30-Mile Studio Zone by the <a href="#">Alliance of Motion Picture &amp; Television Producers</a> - AMPTP and various Unions								
<a href="#">Aqua Dulce</a>	<a href="#">FilmLA</a> Los Angeles Film Office <a href="mailto:info@FilmLA.com">info@FilmLA.com</a> Ph: 213.977.8600 Fax: 213.977.8601	3 Business Days	Application: \$863 Rider: \$137 Still Photo: \$82 Rider: \$28 Notification/Radius: \$215 Monitor/Hour: \$41 L.A. County Road Inspection Fee: \$420 L.A. County Highway Road Application Fee: \$191 L.A. County Encroachment Fee: \$347	County Property: \$400 per day Prep/Strike: \$100 first 3 days \$400 per day after	<a href="#">L.A. County Sheriff</a> \$109.73 B1 Deputy \$133.10 Sergeant Patrol Station/Facility min: 4 hrs Susana Hernandez Film Unit Coordinator Email: (preferred) s4hernan@lasd.org Ph: 213.229.1672	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro. & Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> Ph: 818.364.8240 Fax: 818.364.8242	p. 4373	<a href="#">FilmLA Online Permit System</a>  <b>STUDENT FRIENDLY</b> <a href="#">Student Filmmakers</a>
<a href="#">Castaic</a>	<a href="#">FilmLA</a> Los Angeles Film Office <a href="mailto:info@FilmLA.com">info@FilmLA.com</a> Ph: 213.977.8600 Fax: 213.977.8601	3 Business Days	Application: \$863 Rider: \$137 Still Photo: \$82 Rider: \$28 Notification/Radius: \$215 Monitor/Hour: \$41 L.A. County Road Inspection Fee: \$420 L.A. County Highway Road Application Fee: \$191 L.A. County Encroachment Fee: \$347	County Property: \$400 per day Prep/Strike: \$100 first 3 days \$400 per day after	<a href="#">L.A. County Sheriff</a> \$109.73 B1 Deputy \$133.10 Sergeant Patrol Station/Facility min: 4 hrs Susana Hernandez Film Unit Coordinator Email: (preferred) s4hernan@lasd.org Ph: 213.229.1672	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro. & Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> Ph: 818.364.8240 Fax: 818.364.8242	p. 4369	<a href="#">FilmLA Online Permit System</a>  <b>STUDENT FRIENDLY</b> <a href="#">Student Filmmakers</a>



30-Mile Studio Zone Chart

JURISDICTION	CONTACT	ADVANCE NOTICE	PERMIT FEE BUSINESS LICENSE	LOCATION FEE	POLICE REQUIREMENT	FIRE REQUIREMENT	MAP REF	FILM PERMIT INFORMATION SPECIAL PROVISIONS
<a href="#">Castaic Lake</a> May require two permits - CFC (only if on State Property DWR) & FilmL.A., Inc.	Chris Mowry Park Superintendent <a href="mailto:cmowry@parks.lacounty.gov">cmowry@parks.lacounty.gov</a> Ph: 661.257.4050 Fax: 661.257.3759  Tiana Reynolds State Buildings & Facilities Permits <a href="mailto:treynolds@film.ca.gov">treynolds@film.ca.gov</a> Ph: 323.817.4112 Fax: 323.860.2972	7 Business Days	Application Fee: (Motion) \$863.00 per permit (Still Photo) \$82.00 per permit	Varies	<a href="#">L.A. County Sheriff</a> \$109.73 B1 Deputy \$133.10 Sergeant Patrol Station/Facility min: 4 hrs Susana Hernandez Film Unit Coordinator Email: (preferred) s4hernan@lasd.org Ph: 213.229.1672  Castaic Police Ph: 661.257.0881	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> Ph: 818.364.8240 Fax: 818.364.8242	p. 4369	<a href="#">FilmLA Online Permit System</a> Special launching permits required if shooting on the lake Filming allowed only on weekdays  <a href="#">Castaic Lake Filming Guidelines</a> Lake administered by LA County Parks & Recreation Filming in the water requires a state permit  <a href="#">CFC Online Permit Application</a>
<a href="#">Conejo Recreation and Park District</a> Former MGM Ranch Only part of district in 30- Mile Studio Zone	Matt Kouba Park Superintendent <a href="mailto:parksupt@crpd.org">parksupt@crpd.org</a> Ph: 805.495.6471 ext. 1112 Ranger Staff Ph: 805.402.9551  Michele Mills Reservations <a href="mailto:reservations@crpd.org">reservations@crpd.org</a> Ph: 805.495.6471	Varies	Processing Fee: \$120 Still Photography: \$150 per day Staff: \$57 per hour	Varies If your application is approved, then a filming fee will be determined	Consult with Park Superintendent Ph: 805.381.2735	<a href="#">Ventura County Fire</a> Review Fee Filming: \$228 Review Fee Still: \$152 Review Fee Student: \$228 Additional Permit Required from VCFD for Pyro/FX: \$266  Lori Ross Filming Fire Safety Coordinator <a href="mailto:lari.ross@ventura.org">lari.ross@ventura.org</a> Ph: 805.947.8535 Ph: 805.389.9710 Fax: 805.383.4766	VEN p. 525	<a href="#">CRPD Film Permit</a>



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<a href="#">FAIRPLEX</a> <a href="#">Los Angeles</a> <a href="#">County Fairgrounds</a>	Carol Rushton <a href="mailto:rushton@fairplex.com">rushton@fairplex.com</a> Ph: 909.865.4042 Cell: 909-524-2182	2 Business Days Minimum	\$15 per vehicle \$5 per person catering buyout Security/EMT required Refundable damage deposit: varies	Minimum \$5,000 per day per location; ½ price for set- up and strike	<a href="#">L.A. County Sheriff</a> \$109.73 B1 Deputy \$133.10 Sergeant Patrol Station/Facility min: 4 hrs Susana Hernandez Film Unit Coordinator Email: (preferred) s4hernan@lasd.org Ph: 213.229.1672	<a href="#">L.A. County Fire Film Unit</a> Film: \$282 Still Photo (crew > 16): \$277 Still Photo (crew < 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208 Pyro.& Special Effects: \$288 <b>FIRE SAFETY OFFICER (FSO)</b> \$196.99 per hr (4 hr min) <b>FIRE SAFETY ADVISOR (FSA)</b> \$56.55 per hr (4-8 hours) \$84.83 per hr (8-12 hours) \$113.10 per hr (12+ hours)  <a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> Ph: 818.364.8240 Fax: 818.364.8242	p. 600	<a href="#">FilmLA Online Permit System</a> <b>STUDENT FRIENDLY</b>





30-Mile Studio Zone Chart

JURISDICTION	CONTACT	ADVANCE NOTICE	PERMIT FEE BUSINESS LICENSE	LOCATION FEE	POLICE REQUIREMENT	FIRE REQUIREMENT	MAP REF	FILM PERMIT INFORMATION SPECIAL PROVISIONS
<a href="#">Fillmore</a> <i>The entirety of the City of Fillmore is not considered within the 30- Mile Studio Zone. Information provided for convenience.</i>	Patrick Maynard Fillmore Film Commission <a href="mailto:pmaynard@fillmoreca.gov">pmaynard@fillmoreca.gov</a> Ph:(805) 946-1919	3 Business Days	Application \$200 \$300 per day No Business License Fee	If within business district \$200 If shooting outside \$100	<a href="#">Ventura County Sheriff</a> Case-by-case CHP on Ventura County roads Ph: 805.477.4100  <a href="#">California Highway Patrol</a>	<a href="#">Fillmore Fire</a> FEES VARY Ph: 805.524.3701 Keith Gurrola Fire Chief, City of Fillmore Ph: 805.524.3701	VEN p. 456	<a href="#">Fillmore Film Permit</a>
<a href="#">John Wayne Airport Orange County</a>	Cheryl Waters Filming Coordinator Public Affairs <a href="mailto:cwaters@ocair.com">cwaters@ocair.com</a> Ph: 949.252.5048 Fax: 949.252.5141  Mustapha Balkis OC Development Services Encroachment Permits OC Public Works <a href="mailto:mustapha.balkis@ocpw.ocgov.com">mustapha.balkis@ocpw.ocgov.com</a> Ph: 714.667.8844 Fax: 714.667.7522	Minimum 10 Business Days and 30 Business Days for larger productions	\$325 - \$1000	Varies	<a href="#">Orange County Sheriff</a> Case-by-case Ph: 949.248.3550	<a href="#">Orange County Fire</a> Case-by-case Ph: 714.573.6000		<a href="#">John Wayne Airport Filming Guidelines &amp; Permit</a>



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<a href="#">Leo Carrillo State Beach</a>	Catherine Adamic Southern CA State Parks <a href="mailto:caclamic@film.ca.gov">caclamic@film.ca.gov</a> <b>Ph: 323.860.2960 ext. 107</b> <b>Fax: 323.860.2972</b>	4 Business Days	<b>No CFC Permit Fee</b> Review Fee – simple production: \$65.00 per day Review Fee – complex production: \$200 per day	None	Parks monitor hourly rates are "portal to portal" (generally add one hour of time; 6 hr min) Type of monitor determined by State Parks Angeles District State Parks <a href="mailto:AngelesDistrict.Filming@film.ca.gov">AngelesDistrict.Filming@film.ca.gov</a> <b>Ph: 818.880.0358</b>	Vijay Mepani Deputy State Fire Marshall <a href="mailto:vijay.mepani@fire.ca.gov">vijay.mepani@fire.ca.gov</a> <b>Cell: 213.700.5884</b> <b>Ph: 323.817.4108</b>	p. 625	<a href="#">CFC Online Permit Application</a>  Personnel Reimbursement Fees Only <a href="#">State Permits and Monitor Fees</a>
<a href="#">MGM Ranch</a>	See Conejo Recreation and Park District Above							
<a href="#">Ontario Airport</a>	ONT Airfield Operations <b>Ph: 909.544.5431</b> <a href="mailto:filmdesk@flyontario.com">filmdesk@flyontario.com</a>	1 Month	Application: \$200	Average quote \$7,000 to \$10,000 per day Based on time needed / personnel / autos	<a href="#">Airport Bureau</a> Depends on production needs <b>Ph: 909.395.2000</b>	<a href="#">Ontario Fire</a> Depends on production needs Fire Engineer Scott Williams is the contact for the Ontario Fire <b>Ph: (714) 878-5769</b> <a href="mailto:swilliams@ontarioca.gov">swilliams@ontarioca.gov</a>	SBD p. 642	<a href="#">Airport Filming</a> Letter of Intent required Tech scout, one week in advance, Tuesdays, Wednesdays, Thursdays only  <a href="#">Ontario Film Permit</a>
<a href="#">Ontario</a>	Tanya Spiegel Communications Coordinator Communications Department <b>T: (909) 395-2081</b> <b>M: (951) 751-9841</b> <a href="mailto:tspiegel@ontarioca.gov">tspiegel@ontarioca.gov</a>	7 Business Days Minimum Street closures including sidewalks require 10-15 days with encroachment permit approval from Engineering	Business License Fee: \$246 + tax	Varies	<a href="#">Ontario Police</a> <b>Ph: 909.395.2001</b> <b>Fax: 909.395.2797</b>	<a href="#">Ontario Fire</a> Fire Engineer Scott Williams is the contact for the Ontario Fire Department <b>Ph: (714) 878-5769</b>	SBD p. 642	<a href="#">Ontario Film Permit</a>  Day time filming in residential zones, 100% signatures required
	Dan Bell Communications & Community Relations Director Communications Department <b>T: (909) 395-2400</b> <b>M: (626) 298-4297</b> <a href="mailto:dbell@ontarioca.gov">dbell@ontarioca.gov</a>					<a href="mailto:swilliams@ontarioca.gov">swilliams@ontarioca.gov</a>		



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<a href="#">Piru</a>	<p>Film Permit Coordinator  <a href="mailto:Film.Permits@ventura.org">Film.Permits@ventura.org</a>  <b>(805) 654-2457</b></p> <p>Jeri Cooper                      Ventura County Parks                      Manager  <b>(805) 654-3968</b>  <a href="mailto:Jeri.Cooper@ventura.org">Jeri.Cooper@ventura.org</a></p> <p>Filming on the Road  <a href="mailto:pwa.transpermits@ventura.org">pwa.transpermits@ventura.org</a>  <b>(805) 654-2055</b></p>	5 Business Days	Application: \$324	TBD	<p><a href="#">Ventura County Sheriff's Office</a> Case-by-case                      CHP on Ventura County roads  <b>Ph: 805.477.4100</b></p> <p>Officer Jon Dockweiler                      CHP Media Relations Officer  <a href="mailto:jdockweiler@chp.ca.gov">jdockweiler@chp.ca.gov</a> 213.703.2070                      Type of monitor determined by CHP                      Liaison 4 HR MIN:                      \$105.91 Officer per hr.                      \$128.44 Sergeant per hr.                      \$133.97 Motorcycle Sergeant per hr.                      \$110.12 Motorcycle Officer per hr.                      \$1.45/mile vehicle                      \$1.31/mile motorcycle</p>	<p><a href="#">Ventura County Fire</a>                      Review Fee Filming: \$228 Review Fee Still: \$152 Review Fee Student: \$228                      Additional Permit Required from VCFD for Pyro/FX: \$266</p> <p>Lori Ross                      Filming Fire Safety Coordinator  <a href="mailto:lori.ross@ventura.org">lori.ross@ventura.org</a>  <b>Ph: 805.947.8535</b>  <b>Ph: 805.389.9710</b>  <b>Fax: 805.383.4766</b></p>	VEN p. 457	<p><a href="#">Piru Film Permit</a>                      Piru Neighborhood Council  <b>Ph: 805.521.1333</b></p>
<a href="#">Pomona</a>	<p>Roberto Curiel                      Community Services                      Division  <b>Ph: 909.620.2301 / 7740</b>  <b>Ph: 909.620.2311 / 2321</b>  <a href="mailto:roberto_curiel@ci.pomona.ca.us">roberto_curiel@ci.pomona.ca.us</a></p>	5 Business Days	Pomona Fees: \$500 for up to 14 days In excess of \$100 each additional day	Varies	<p><a href="#">Pomona Police</a>                      \$110.00 per hour Police Officer (3 hour min)  <b>Ph: 909.620.2155</b>                      Contact Roberto for police</p>	<p><a href="#">L.A. County Fire Film Unit</a> Film: \$282                      Still Photo (crew &gt; 16): \$277 Still Photo (crew &lt; 16): No fee (Up to 3 locations/permit) Fuel-Dispensing truck/vehicle inspection: \$208                      Pyro. &amp; Special Effects: \$288  <b>FIRE SAFETY OFFICER (FSO)</b>                      \$196.99 per hr (4 hr min)  <b>FIRE SAFETY ADVISOR (FSA)</b>                      \$56.55 per hr (4-8 hours)                      \$84.83 per hr (8-12 hours)                      \$113.10 per hr (12+ hours)</p> <p><a href="mailto:PSFU@fire.lacounty.gov">PSFU@fire.lacounty.gov</a> Ph: 818.364.8240  <b>Fax: 818.364.8242</b></p>	p. 640	<p><a href="#">Pomona Film Permit</a>                      Scroll down to film permits  <b>STUDENT FRIENDLY</b></p>





**STAFF REPORT**

**City Council**

**Meeting Date:** 7/26/2022

**Staff Report Number:** 22-150-CC

**Informational Item:** City Council agenda topics: August 2022

**Recommendation**

The purpose of this informational item is to provide the City Council and members of the public access to the anticipated agenda items that will be presented to the City Council. The mayor and city manager set the City Council agenda so there is no action required of the City Council as a result of this informational item.

**Policy Issues**

In accordance with the City Council procedures manual, the mayor and city manager set the agenda for City Council meetings.

**Analysis**

In an effort to provide greater access to the City Council's future agenda items, staff has compiled a listing of anticipated agenda items, Attachment A, through August 23, 2022. The topics are arranged by department to help identify the work group most impacted by the agenda item.

Specific dates are not provided in the attachment due to a number of factors that influence the City Council agenda preparation process. In their agenda management, the mayor and city manager strive to compile an agenda that is most responsive to the City Council's adopted priorities and work plan while also balancing the business needs of the organization. Certain agenda items, such as appeals or State mandated reporting, must be scheduled by a certain date to ensure compliance. In addition, the meeting agendas are managed to allow the greatest opportunity for public input while also allowing the meeting to conclude around 11 p.m. Every effort is made to avoid scheduling two matters that may be contentious to allow the City Council sufficient time to fully discuss the matter before the City Council.

**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. City Council agenda topics: August 2022

Report prepared by:

Judi A. Herren, Assistant to the City Manager/City Clerk

**Tentative City Council Agenda**

#	Title	Department	Item type	City Council action
1	Master Fee Schedule	ASD	Public Hearing	Approve
2	Receive and file June 2022 quarterly investment report	ASD	Consent	Receive and file
3	Aquatics operator - Analysis/RFP study session	CA, LCS	Study Session	Direction to staff
4	Approve funding for 335 Pierce Road (predevelopment CLT, loan authorization docs)	CDD	Regular	Approve
5	Housing Element Update water supply assessment	CDD	Regular	Adopt resolution
6	SB 9 Implementation: Zoning and Subdivision Ordinance amendments	CDD	Public Hearing	Adopt ordinance
7	Adopt Community Amenity Implementing Regulations and Updated Amenities List	CMO	Regular	Adopt resolution
8	Adopt Resolution to continue conducting the City's Council and advisory body meetings remotely due to health and safety concerns for the public (copy) (copy) (copy)	CMO	Consent	Adopt resolution
9	BlocPower: prevailing wage	CMO	City Council Initiated Items	Decide, Direction to staff
10	Confirm voting delegate for the League of California Cities annual conference	CMO	City Councilmember Report	Decide
11	First reading ordinance: prohibiting use of park lands for any other usages	CMO	Regular	Approve
12	Proclamation: Menlo Park Sister Cities Young Artists and Authors Showcase winner	CMO	Proclamation	No action
13	MPMC City Council vacancies	CMO, CAO	Regular	Direction to staff
14	Special events and film ordinances-second read/adopt	CMO, CAO	Consent	Adopt ordinance
15	City observances based on holidays of religious origin	LCS	Consent	Direction to staff
16	Commemorative park amenities policy	LCS	Informational	Receive and file
17	MPCC project updates: Community survey, budget	LCS	Study Session	Direction to staff
18	Updates about city-hosted community events and observances	LCS	Informational	No action
19	Adopt Resolution to authorize the PW director to execute the financial assistance agreement with Bureau of Reclamation for the water and energy efficiency grant, if awarded	PW	Consent	Adopt resolution
20	Approve preferred design for Middle Avenue Complete Streets project	PW	Regular	Approve
21	Confirm existing public improvement agreement with Greystar for Menlo Uptown or update to remove improvements on Willow Road	PW	Regular	Approve
22	Policy on installing stop signs and stop sign installations at three locations	PW	Regular	Approve
23	Provide direction on the continued use of level of service analysis in traffic impact analysis	PW	Study Session	Direction to staff