



REGULAR MEETING AGENDA

Date: 12/13/2022
Time: 6:00 p.m.
Locations: [Zoom.us/join](#) – ID# 831 3316 9409 and
 City Council Chambers
 751 Laurel St., Menlo Park, CA 94025

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

- Access the live meeting, in-person, at the City Council Chambers
- Submit a written comment online up to 1-hour before the meeting start time:
city.council@menlopark.org
 Please include the agenda item number you are commenting on.
- Access the meeting real-time online at:
[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
 - City Council Chambers

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 menlopark.gov. The instructions for logging on to the webinar and/or the access code is subject to change. If you have difficulty accessing the webinar, please check the latest online edition of the posted agenda for updated information (menlopark.gov/agendas).

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.

Regular Session

A. Call To Order

B. Roll Call

C. Agenda Review

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

E. Consent Calendar

- E1. Accept the City Council meeting minutes for October 20 and November 1, 2022 ([Attachment](#))
CEQA:

This is not a project under California Environmental Quality Act (CEQA)

- 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 #22-243-CC](#))
CEQA:

This is not a project under California Environmental Quality Act (CEQA)

- E3. Adopt a resolution declaring the canvass of votes cast and results of the General Municipal Election held in the City of Menlo Park November 8, 2022 ([Staff Report #22-245-CC](#))
CEQA:

This is not a project under California Environmental Quality Act (CEQA)

- E4. Waive the second reading and adopt ordinances to 1) rezone the project site from R-MU-B and O-B to R-MU-B-X and O-B-X to include the "X" Conditional Development overlay, amend the City zoning map, and approve the conditional development permit and 2) adopt the development agreement for the proposed Willow Village masterplan project located at 1350-1390 Willow Road, 925-1098 Hamilton Avenue and 1005-1275 Hamilton Court, 1399 and 1401 Willow road, and 871-883 Hamilton Avenue ([Staff Report #22-246-CC](#))
CEQA:

These actions are consistent with the environmental impact report (EIR) certified by the City Council on December 6, 2022

F. Regular Business

- F1. Recognition of outgoing Mayor
CEQA:

This is not a project under California Environmental Quality Act (CEQA)

- F2. Swearing in of new City Councilmembers
CEQA:

This is not a project under California Environmental Quality Act (CEQA)

F3. Selection of Mayor and Vice Mayor ([Staff Report #22-242-CC](#))

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

F4. Provide direction to the City's voting delegate regarding regional vacancies for the next City Selection Committee meeting December 16, 2022 ([Staff Report #22-241-CC](#))

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

G. Informational Items

G1. City Council agenda topics: December 21, 2022 – January 2023 ([Staff Report #22-244-CC](#))

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

H. City Manager's Report

I. City Councilmember Reports

J. 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. 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.gov/agendas and can receive email notification of agenda and staff report postings by subscribing to the "Notify Me" service at menlopark.gov/subscribe. Agendas and staff reports may also be obtained by contacting City Clerk at 650-330-6620. (Posted: 12/8/2022)



SPECIAL MEETING MINUTES – DRAFT

Date: 10/20/2022
Time: 5:00 p.m.
Locations: Zoom.us/join – ID# 843 8954 6498 and
City Council Chambers
701 Laurel St., Menlo Park, CA 94025

Special Session

A. Call To Order

Mayor Nash called the meeting to order at 5:10 p.m.

B. Roll Call

Present: Combs, Mueller, Nash, Taylor, Wolosin
Absent: None
Staff: Assistant to the City Manager/City Clerk Judi A. Herren

C. Special Business

- C1. Interviews of Planning Commission applicants (Attachment)
(Note: No action will be taken at this meeting. Appointments are scheduled for the November 1, 2022 City Council meeting.)

The City Council interviewed the following Planning Commission applicants:

- Michael Meyer
- Jennifer Schindler
- Andrew Ehrich

The City Council took a recess at 5:49 p.m.

The City Council reconvened at 5:55 p.m.

The City Council interviewed the following Planning Commission applicants:

- Ross Silverstein
- Nicole Chessari

D. Adjournment

Mayor Nash adjourned the meeting at 6:26 p.m.

Judi A. Herren, Assistant City Manager/City Clerk



REGULAR MEETING MINUTES – DRAFT

Date: 11/1/2022
Time: 6:00 p.m.
Locations: Zoom.us/join – ID# 831 3316 9409 and
City Council Chambers
701 Laurel St., Menlo Park, CA 94025

Regular Session

A. Call To Order

Mayor Nash called the meeting to order at 6:03 p.m.

B. Roll Call

Present: Combs, Mueller (exited at 8:16 p.m.), Nash, Taylor, Wolosin
Absent: None
Staff: City Manager Justin I. C. Murphy, City Attorney Nira F. Doherty, Assistant to the City Manager/City Clerk Judi A. Herren

C. Agenda Review

None.

D. Public Comment

- Jenny Michel spoke in support of functional zero homelessness.
- Ron Snow spoke in support of a 25 mph (miles per hour) zone at Santa Cruz Avenue approaching Avy Avenue.
- Shani Podell spoke in opposition of pickleball courts at the Nealon Park tennis courts.

The City Council received clarification that 25 mph zones will return to the City Council.

E. Presentations and Proclamations

E1. Proclamation: Ruby Bridges Walk to School Day (Attachment)

Mayor Nash read the proclamation (Attachment).

San Mateo County Office of Education representative Theresa Vallez-Kelly accepted the proclamation.

F. Advisory Body Vacancies and Appointments

F1. Consider applicants and make appointments to fill vacancies on various advisory bodies (Staff Report #22-211-CC)

City Clerk Judi Herren introduced the item.

- Jennifer Wise spoke on their Library Commission application.
- Andre Ehrich spoke on their Planning and Environmental Quality Commissions (EQC) applications.
- Paul Collacchi spoke in support of appointing Nicole Chessari to the Planning Commission.
- Kim Yaeger spoke in support of appointing Nicole Chessari to the Planning Commission.
- Jennifer Schindler spoke on their Planning Commission application.
- Brian Kissel spoke in support of appointing Jennifer Schindler to the Planning Commission, on their application for the EQC, and expanding the EQC membership size.
- Pam Jones spoke in support of District elections and balanced District representation on advisory bodies.
- Jenny Michel spoke in support of appointing Maria Doerr to the EQC, appointing Andrew Ehrich or Jennifer Schindler to the Planning Commission, and balancing District representations on advisory bodies.
- Carolyn Ordonez requested extending the application process for Planning Commission to increase diversity.

The City Council made appointments to fill vacancies on the Environmental Quality Commission, Library Commission, and Planning Commission:

Environmental Quality Commission:

- John McKenna – term expiring April 30, 2024

Library Commission:

- Ada Chen Rekhi – term expiring April 30, 2026

Planning Commission:

- Jennifer Schindler – term expiring April 30, 2026

G. Consent Calendar

- G1. Accept the City Council meeting minutes for October 11 and 18, 2022 (Attachment)
- G2. 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 #22-209-CC)
- G3. Reject all bids for the Chrysler Stormwater Pump Station Improvement project and direct staff to rebid the project at a future date (Staff Report #22-208-CC)
- G4. Authorize the Mayor to sign the City's response to the San Mateo County Civil Grand Jury Report: "A Delicate Balance Between Knowledge and Power: Government Transparency and the Public's Right to Know." (Staff Report #22-212-CC)

ACTION: Motion and second (Wolosin/ Nash), to approved the consent calendar, passed unanimously.

H. Regular Business

- H1. Waive the first reading and introduce an ordinance adopting the 2022 Building Standards Code to include amending Title 12 [Buildings and Construction] of the Menlo Park Municipal Code to adopt local amendments to the California Building Standards Code, and discussion regarding proposed revisions to Fire Code by Menlo Park Fire Protection District (Staff Report #22-210-CC)

Assistant Community Development Director Chuck Andrews and Sustainability Manager Rebecca Lucky made the presentation (Attachment).

The City Council received clarification on the engagement with the Menlo Park Fire Protection District.

ACTION: Motion and second (Combs/ Wolosin), to introduce by title only and waive first reading of an ordinance, Ordinance of the City Council of the City of Menlo Park amending Title 12 [Buildings and Construction] of the Menlo Park Municipal Code to adopt Title 24, California Code of Regulations, 2022 Building Standards Code and Local Amendments to the 2022 California Building Standards Code, adding requirements for pools under construction, and amending flood damage prevention requirements including modifications, passed unanimously.

- H2. Adopt a resolution establishing City Council Policy CC-22-XXX Commemorative Park Amenities Policy (Staff Report #22-213-CC)

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

- Pam Jones spoke in support of publishing each City park's history and to include in the policy the process for memorializing buildings that have been replaced.

The City Council received clarification on the procedure of approval, location of commemorative amenities, honoree criteria, installation and maintenance responsibility and cost, City's esthetic standard, and types of commemorative amenities.

The City Council directed information on the newly installed bench at the City Hall campus, requested adding commemorative park amenities to the Parks and Recreation Commission (PRC) work plan with quarterly noticing to the City Council and, including in the report, commemorative amenity requests, exploration of a tiring system, and items reviewed by the PRC.

I. Informational Items

- I1. City Council agenda topics: November 15 – December 6, 2022 (Staff Report #22-214-CC)
- I2. Transmittal of city attorney billing (Staff Report #22-215-CC)

J. City Manager's Report

City Manager Justin Murphy report out on library and community serviced department Halloween hoopla event, reactivation of the gymnastics program, conversion of the City's web domain to .gov, and the continuation of the Planning Commission meeting to November 4 at 7 p.m.

K. City Councilmember Reports

City Councilmember Combs requested the City to continue not requiring District identification for public commenters, information on city attorney billing, and housing element response.

Vice Mayor Wolosin reported out on the Local Policy Maker Group Caltrain meeting.

Mayor Nash reported out on the Peninsula Clean Energy meeting.

L. Adjournment

Mayor Nash adjourned the meeting at 8:31 p.m.

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



STAFF REPORT

City Council

Meeting Date:

12/13/2022

Staff Report Number:

22-243-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 will expire when the state of emergency ceases or January 1, 2024, whichever is first. Governor Newsom recently announced an end to the state of emergency February 28, 2023, in which case AB 361 would expire on that date. The City Council would need to declare every 30 days that the City's legislative bodies must continue to meet remotely or in a hybrid format whereby City Councilmembers, appointed officials, staff and the public may participate in person or 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

On September 13, 2022 Governor Newsom signed AB 2449 amending the Brown Act to provide additional teleconference procedures to allow members of a legislative body (included bodies appointed by the City Council) to participate remotely in public meetings. The new amendments to the Brown Act go into effect January 1, 2023 and provide complex procedures for holding hybrid public meetings. A hybrid meeting

allows members of City Council and advisory bodies, staff, and members of the public to participate in meetings either virtually and in-person.

Analysis

The City is still under a local state of emergency and the emergency findings required under AB 361 are still in effect. San Mateo County is still in the Low COVID-19 Community Level category and the Centers for Disease Control and Prevention (CDC) recommends that people may choose to mask at any time and people with symptoms, a positive test, or exposure to someone with COVID-19 should wear a mask. The resolution authorizes the use of hybrid meetings, whereby City Councilmembers, participants, and staff may choose to attend either remotely or in person due to health and safety concerns and needs. The City Council finds that reducing the number of persons present in City Council chambers may continue to reduce imminent health risks associated with large groups and/or members of varying households gathering indoors.

AB 2449 would allow local officials to hold remote public meetings and would authorize relaxed teleconferencing procedures beyond what is currently required by the Brown Act (meaning there would be no need to identify each teleconference location, post agendas at all teleconference locations, or allow the public to access the teleconference locations) if at least a quorum of the legislative body participates in-person at a single location identified on the agenda that is open to the public, and the legislative body follows certain requirements, including:

- The legislative body must provide either a two-way audiovisual platform or two-way telephonic service and a live webcasting of the meeting to allow the public to remotely hear and visually observe the meeting, and remotely address the legislative body.
- The agenda must identify and include an opportunity for all persons to attend via a call-in option, internet-based service option and at the in-person location of the meeting.
- A member of the legislative body can only participate remotely if one of the following are met:
 - the member notifies the legislative body at the earliest opportunity possible, including at the start of a regular meeting, of their need to participate remotely for “just cause”; or
 - the member requests the legislative body to allow them to participate in the meeting remotely due to “emergency circumstances” and the legislative body takes action to approve the request. The legislative body must request a general description (generally not exceeding 20 words) of the circumstances relating to their need to appear remotely at the given meeting.
- “Just cause” is defined as (i) a childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely; (ii) a contagious illness that prevents a member from attending in person; (iii) a need related to a physical or mental disability as defined by statute; or (iv) travel while on official business of the legislative body or another state or local agency.
- Members of the legislative body are prohibited from using AB 2449 to participate in remote meetings for more than three consecutive months or for 20% of the regular meetings in a calendar year.
- Members of the legislative body participating remotely must participate using both audio and visual technology. While the new law doesn’t specify whether audio and visual technology must be enabled at all times while participating remotely, we think the best reading of the law is that a member participating remotely should keep their camera on, and be able to participate via audio at all times during the meeting.
- Members of the legislative body participating remotely must publicly disclose whether any individual over the age of 18 is present in the same room as the member participating remotely.

- A meeting must be paused when there is any teleconference disruption for the public and no action can be taken if a disruption event prevents the legislative body from broadcasting the meeting.
- Real-time public comments must be allowed during the meeting.
- Legislative bodies must implement procedures for resolving requests for reasonable accommodations for individuals with disabilities.

Impact on City Resources

Additional technologies will need to be purchased and implemented in the City Council Chambers, Main Library (Senior Annex), Oak Room (Arrillaga Recreation Center), and the Downtown Conference Room (City Hall) in order to hold hybrid meetings. There will also be the need to train staff and advisory body members on the new technology.

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 21 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 thirteenth day of December, 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 December, 2022.

Judi A. Herren, City Clerk



STAFF REPORT

City Council

Meeting Date: 12/13/2022

Staff Report Number: 22-245-CC

Consent Calendar: Adopt a resolution declaring the canvass of votes cast and results of the General Municipal Election held in the City of Menlo Park November 8, 2022

Recommendation

Staff recommends the City Council adopt a resolution (Attachment A) declaring the canvass of votes cast and results of the General Municipal Election held in the City of Menlo Park November 8, 2022.

Policy Issues

The proposed action conforms to the California Elections Code.

Background

A General Municipal Election was held in the City Tuesday, November 8, 2022. Section 10262 and 10264 of the California Elections Code requires that upon certification of the results of an election by the County Elections Office, the City Council shall meet to declare the results of the election. The City Council is required to adopt a resolution and the city clerk is required to enter into the minutes a statement of the results.

On December 8, 2022, San Mateo Chief Elections Officer Mark Church certified the results of the election and the official report is included as Exhibit A to the resolution. According to the official report, the names of those elected as City Councilmembers to full four-year terms are:

- Cecilia Taylor, District 1 – 930 votes (100 percent)
- Drew Combs, District 2 – 2,151 votes (100 percent)
- Betsy Nash, District 4 – 1,673 votes (61.33 percent)

In addition, Measure V, a citizen-sponsored initiative measure to prohibit 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, was defeated with 4,852 (38.17 percent) votes in favor and 7,860 (61.83 percent) votes in opposition.

Public Notice

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

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 a minor change that will not result in any direct or indirect physical change in the environment.

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
DECLARING THE RESULTS OF THE GENERAL MUNICIPAL ELECTION HELD
IN THE CITY OF MENLO PARK ON NOVEMBER 8, 2022**

WHEREAS, a General Municipal Election was held and conducted in the City of Menlo Park, County of San Mateo, State of California, on Tuesday the eighth day of November, 2022, as required by law, for the purpose of electing three (3) members of the City Council for the full term of four (4) years each and a citizen-sponsored initiative measure to prohibit 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; and

WHEREAS, notice of said election was duly and regularly given in the time, form and manner as provided by law, voting precincts were properly established, election officers were appointed and in all cases said election was held and conducted and the votes cast were received and canvassed and the returns made and declared in the time, form and manner as required by the provisions for the Elections Code of the State of California for holding of elections in cities; and

WHEREAS, pursuant to Resolution No. 6744, the County of San Mateo Election Department canvassed the returns of said election and has certified the results, which are attached and made a part hereof as Exhibit A.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Menlo Park resolves as follows:

Section 1: That the total number of ballots cast in the vote centers and vote by mail ballots in District 1 was 1,138. That the total number of ballots cast in the vote centers and vote by mail ballots in District 2 was 3,015. That the total number of ballots cast in the vote centers and vote by mail ballots in District 4 was 3,009, as more particularly shown in Exhibit A.

Section 2: Said General Municipal election was held for the purpose of electing three (3) members of the City Council to Districts 1, 2, and 4 for four year terms.

Section 3: The names and results of the persons voted for at said election for members of the City Council are:

DISTRICT	NAME	NUMBER OF VOTES RECEIVED
1	CECILIA TAYLOR	930
2	DREW COMBS	2,151
4	BETSY NASH	1,673

Section 4: The number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates is provided as set forth in Exhibit A.

Section 5: The City Council does declare and determine that:

Cecilia Taylor received the highest number of votes cast for the office for which they were a candidate and was therefore elected as a member of the City Council District 1 for a term

expiring upon the election of a successor thereto at the General Municipal election in November 2026.

Drew Combs received the highest number of votes cast for the office for which they were a candidate and was therefore elected as a member of the City Council District 2 for a term expiring upon the election of a successor thereto at the General Municipal election in November 2026.

Betsy Nash received the highest number of votes cast for the office for which they were a candidate and was therefore elected as a member of the City Council District 4 for a term expiring upon the election of a successor thereto at the General Municipal election in November 2026.

Section 6: The city clerk shall deliver to each person elected a certification of election signed by them and duly authenticated; they shall also administer to the persons elected the oath of office as prescribed in the State Constitution of the State of California and shall have those persons subscribe thereto and file it in the office of the city clerk. Each person so elected shall be inducted into the office which they have been elected.

Section 7: At the election, the following Measure was submitted to the qualified voters of Menlo Park and the number of votes cast for and against the measure was as follows:

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	4,852 votes
	NO	7,860 votes

Section 8:
The city clerk shall enter in the records of the City Council a statement of the results of said election, showing 1) the whole number of votes cast in the city; 2) the names of the persons voted upon; 3) the office for which each person was voted for; 4) the number of votes given at each district to each person; and 5) the number of votes given in the city to each person. These results are attached as Exhibit A to the resolution.

Section 9: The city clerk shall certify to the passage of this resolution and enter it into the book of original resolutions.

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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 thirteenth day of December, 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 December, 2022.

Judi A. Herren, City Clerk

Exhibits

A. County of San Mateo Election Department official results

CERTIFICATE OF THE CHIEF ELECTIONS OFFICER

In the matter of the CANVASS OF VOTES CAST)
at the STATEWIDE GENERAL ELECTION)
held on November 8, 2022)

I, **MARK CHURCH**, Chief Elections Officer of the County of San Mateo,
State of California, hereby certify:

THAT an election was held within the boundaries of the CITY OF MENLO
PARK DISTRICT 1 on Tuesday, November 8, 2022, for the purpose of electing
one (1) Council Member for a four (4) year term; and I caused to have processed
and recorded the votes from the canvass of all ballots cast at said election within
the boundaries of the CITY OF MENLO PARK DISTRICT 1.

I HEREBY FURTHER CERTIFY that the record of votes cast at said
election is set forth in Exhibit "A" attached hereto and incorporated herein by
reference as though fully set forth at length.

IN WITNESS WHEREOF, I hereunto affix my hand and seal this 8th day of
December, 2022, and file this date with the City Clerk of the CITY OF MENLO
PARK.



MARK CHURCH
Chief Elections Officer &
Assessor-County Clerk-Recorder

SECTION A

Cast by Precinct

1 City of Menlo Park Member, City Council, District 1					
		Registered Voters	Voters Cast	Turnout (%)	CECILIA T TAYLOR
44003	Total	2604	1044	40.09 %	868
44032	Total	218	94	43.12 %	62
44044	Total	0	0		
Total - Vote Centers		2822	146	5.17 %	117
Total - Vote by Mail		2822	992	35.15 %	813
Contest Total		2822	1138	40.33 %	930

*** Indicates vote data was suppressed due to voter privacy settings.

SECTION B

Cast by District

1 City of Menlo Park Member, City Council, District 1					
		Registered Voters	Voters Cast	Turnout (%)	CECILIA T TAYLOR
Electionwide	Total	2822	1138	40.33 %	930
Board Of Equalization - District 2	Total	2822	1138	40.33 %	930
15th Congressional District	Total	2822	1138	40.33 %	930
13th Senatorial District	Total	2822	1138	40.33 %	930
21st Assembly District	Total	2822	1138	40.33 %	930
County of San Mateo	Total	2822	1138	40.33 %	930
4th Supervisorial District	Total	2822	1138	40.33 %	930
City of Menlo Park	Total	2822	1138	40.33 %	930

CERTIFICATE OF THE CHIEF ELECTIONS OFFICER

In the matter of the CANVASS OF VOTES CAST)
at the STATEWIDE GENERAL ELECTION)
held on November 8, 2022)

I, **MARK CHURCH**, Chief Elections Officer of the County of San Mateo,
State of California, hereby certify:

THAT an election was held within the boundaries of the CITY OF MENLO
PARK DISTRICT 2 on Tuesday, November 8, 2022, for the purpose of electing
one (1) Council Member for a four (4) year term; and I caused to have processed
and recorded the votes from the canvass of all ballots cast at said election within
the boundaries of the CITY OF MENLO PARK DISTRICT 2.

I **HEREBY FURTHER CERTIFY** that the record of votes cast at said
election is set forth in Exhibit "A" attached hereto and incorporated herein by
reference as though fully set forth at length.

IN WITNESS WHEREOF, I hereunto affix my hand and seal this 8th day of
December, 2022, and file this date with the City Clerk of the CITY OF MENLO
PARK.



MARK CHURCH
Chief Elections Officer &
Assessor-County Clerk-Recorder

SECTION A

Cast by Precinct

San Mateo

San Mateo 2022 Statewide General Election

1 City of Menlo Park Member, City Council, District 2					
		Registered Voters	Voters Cast	Turnout (%)	DREW COMBS
44001	Total	796	646	81.16 %	449
44002	Total	703	506	71.98 %	357
44006	Total	88	40	45.45 %	32
44007	Total	509	352	69.16 %	235
44008	Total	1556	1158	74.42 %	855
44031	Total	41	34	82.93 %	24
44034	Total	0	0		
44035	Total	19	2	10.53 %	***
44040	Total	359	255	71.03 %	185
44041	Total	0	0		
44042	Total	26	20	76.92 %	14
44043	Total	2	2	100.00 %	***
44047	Total	0	0		
Total - Vote Centers		4099	183	4.46 %	112
Total - Vote by Mail		4099	2832	69.09 %	2039
Contest Total		4099	3015	73.55 %	2151

*** Indicates vote data was suppressed due to voter privacy settings.

SECTION B

Cast by District

1 City of Menlo Park Member, City Council, District 2					
		Registered Voters	Voters Cast	Turnout (%)	DREWM COMBS
Electionwide	Total	4099	3015	73.55 %	2151
Board Of Equalization - District 2	Total	4099	3015	73.55 %	2151
15th Congressional District	Total	2543	1857	73.02 %	1296
16th Congressional District	Total	1556	1158	74.42 %	855
13th Senatorial District	Total	4099	3015	73.55 %	2151
21st Assembly District	Total	28	22	78.57 %	14
23rd Assembly District	Total	4071	2993	73.52 %	2137
County of San Mateo	Total	4099	3015	73.55 %	2151
4th Supervisonal District	Total	4099	3015	73.55 %	2151
City of Menlo Park	Total	4099	3015	73.55 %	2151

CERTIFICATE OF THE CHIEF ELECTIONS OFFICER

In the matter of the CANVASS OF VOTES CAST)
at the STATEWIDE GENERAL ELECTION)
held on November 8, 2022)

I, **MARK CHURCH**, Chief Elections Officer of the County of San Mateo,
State of California, hereby certify:

THAT an election was held within the boundaries of the CITY MENLO
PARK DISTRICT 4 on Tuesday, November 8, 2022, for the purpose of electing
one (1) Council Member for a four (4) year term; and I caused to have processed
and recorded the votes from the canvass of all ballots cast at said election within
the boundaries of the CITY OF MENLO PARK DISTRICT 4.

I **HEREBY FURTHER CERTIFY** that the record of votes cast at said
election is set forth in Exhibit "A" attached hereto and incorporated herein by
reference as though fully set forth at length.

IN WITNESS WHEREOF, I hereunto affix my hand and seal this 8th day of
December, 2022, and file this date with the City Clerk of the CITY OF MENLO
PARK.



MARK CHURCH
Chief Elections Officer &
Assessor-County Clerk-Recorder

SECTION A

Cast by Precinct

1 City of Menlo Park Member, City Council, District 4						
		Registered Voters	Voters Cast	Turnout (%)	PETER OHTAKI	BETSY NASH
34001	Total	3672	2577	70.18 %	822	1506
34005	Total	577	432	74.87 %	233	167
44037	Total	0	0			
Total - Vote Centers		4249	239	5.62 %	87	121
Total - Vote by Mail		4249	2770	65.19 %	968	1552
Contest Total		4249	3009	70.82 %	1055	1673

*** Indicates vote data was suppressed due to voter privacy settings.

SECTION B

Cast by District

1 City of Menlo Park Member, City Council, District 4						
		Registered Voters	Voters Cast	Turnout (%)	PETER OHTAKI	BETSY NASH
Electionwide	Total	4249	3009	70.82 %	1055	1673
Board Of Equalization - District 2	Total	4249	3009	70.82 %	1055	1673
16th Congressional District	Total	4249	3009	70.82 %	1055	1673
13th Senatorial District	Total	4249	3009	70.82 %	1055	1673
23rd Assembly District	Total	4249	3009	70.82 %	1055	1673
County of San Mateo	Total	4249	3009	70.82 %	1055	1673
3rd Supervisorial District	Total	4249	3009	70.82 %	1055	1673
4th Supervisorial District	Total	0	0			
City of Menlo Park	Total	4249	3009	70.82 %	1055	1673

CERTIFICATE OF THE CHIEF ELECTIONS OFFICER

In the matter of the CANVASS OF VOTES CAST)
at the STATEWIDE GENERAL ELECTION)
held on November 8, 2022)

I, **MARK CHURCH**, Chief Elections Officer of the County of San Mateo,
State of California, hereby certify:

THAT an election was held within the boundaries of the CITY OF MENLO
PARK on Tuesday, November 8, 2022, for the purpose of submitting Measure V
to the qualified electors; and I caused to have processed and recorded the votes
from the canvass of all ballots cast at said election within the boundaries of the
CITY OF MENLO PARK.

I **HEREBY FURTHER CERTIFY** that the record of votes cast at said
election is set forth in Exhibit "A" attached hereto and incorporated herein by
reference as though fully set forth at length.

IN WITNESS WHEREOF, I hereunto affix my hand and seal this 8th day of
December, 2022, and file this date with the City Clerk of the CITY OF MENLO
PARK.



MARK CHURCH
Chief Elections Officer &
Assessor-County Clerk-Recorder

EXHIBIT A



SECTION A

Cast by Precinct

1 City of Menlo Park, Measure V (Majority Approval Required)						
		Registered Voters	Voters Cast	Turnout (%)	1 YES	1 NO
34001	Total	3672	2577	70.18 %	815	1655
34005	Total	577	432	74.87 %	208	217
34006	Total	1719	1273	74.05 %	532	715
34009	Total	2819	1950	69.17 %	875	974
34015	Total	87	53	60.92 %	13	40
34019	Total	337	230	68.25 %	107	116
34020	Total	0	0			
44001	Total	796	646	81.16 %	445	183
44002	Total	703	506	71.98 %	211	276
44003	Total	2604	1044	40.09 %	262	711
44006	Total	88	40	45.45 %	15	21
44007	Total	509	352	69.16 %	102	237
44008	Total	1556	1158	74.42 %	335	774
44010	Total	2326	1595	68.57 %	501	1039
44014	Total	1449	958	66.11 %	290	636
44031	Total	41	34	82.93 %	10	24
44032	Total	218	94	43.12 %	23	62
44034	Total	0	0			
44035	Total	19	2	10.53 %	***	***
44037	Total	0	0			
44040	Total	359	255	71.03 %	80	166
44041	Total	0	0			
44042	Total	26	20	76.92 %	5	14
44043	Total	2	2	100.00 %	***	***
44044	Total	0	0			
44047	Total	0	0			
Total - Vote Centers		19907	940	4.72 %	408	487
Total - Vote by Mail		19907	12281	61.69 %	4444	7373
Contest Total		19907	13221	66.41 %	4852	7860

*** Indicates vote data was suppressed due to voter privacy settings.

SECTION B

Cast by District

1 City of Menlo Park, Measure V (Majority Approval Required)						
		Registered Voters	Voters Cast	Turnout (%)	1 YES	1 NO
Electionwide	Total	19907	13221	66.41 %	4852	7860
Board Of Equalization - District 2	Total	19907	13221	66.41 %	4852	7860
15th Congressional District	Total	5385	2895	55.82 %	1176	1694
16th Congressional District	Total	14542	10226	70.32 %	3676	6166
13th Senatorial District	Total	19907	13221	66.41 %	4852	7860
21st Assembly District	Total	2850	1160	40.70 %	312	787
23rd Assembly District	Total	17057	12061	70.71 %	4540	7073
County of San Mateo	Total	19907	13221	66.41 %	4852	7860
3rd Supervisorial District	Total	9211	6515	70.73 %	2550	3717
4th Supervisorial District	Total	10696	6706	62.70 %	2302	4143
City of Menlo Park	Total	19907	13221	66.41 %	4852	7860



STAFF REPORT

City Council

Meeting Date: 12/13/2022

Staff Report Number: 22-246-CC

Consent Calendar:

Waive the second reading and adopt ordinances to 1) rezone the project site from R-MU-B and O-B to R-MU-B-X and O-B-X to include the “X” Conditional Development overlay, amend the City zoning map, and approve the conditional development permit and 2) adopt the development agreement for the proposed Willow Village masterplan project located at 1350-1390 Willow Road, 925-1098 Hamilton Avenue and 1005-1275 Hamilton Court, 1399 and 1401 Willow road, and 871-883 Hamilton Avenue

Recommendation

Staff recommends that the City Council waive the full reading of and adopt the following:

- An ordinance to rezone the project site from R-MU-B and O-B to R-MU-B-X and O-B-X to include the “X” Conditional Development combining district overlay, amend the Zoning Map to include the X overlay and modify the locations of the public right-of-ways, new street connections and paseos, and approve a conditional development permit (CDP) to develop the proposed project through the master plan provisions outlined in the Zoning Ordinance, utilize the bonus level development allowances (increased height, density and intensity) in exchange for community amenities, establish allowed uses, development regulations (including design standard modification requests), and otherwise govern the development of the proposed project (Attachment A);
- An ordinance to adopt a development agreement (DA) between the City and the project applicant for vested rights in exchange for community amenities, public benefits, and assurances on the timing and phasing of the proposed project (Attachment B)

Policy Issues

The recommended action is consistent with the City Council’s actions and approvals on the proposed project at its meeting of December 6, 2022 and would complete the approval process of the land use entitlements for the masterplan portion of the Willow Village project.

Background

At the December 6, 2022 City Council meeting, the City Council completed its review of the proposed Willow Village masterplan project and voted 4-0-1, with City Councilmember Combs absent from this meeting entirely although having recused himself on this project at previous meetings. More details on the proposed project are included in the November 15, 2022 City Council Staff Report (Attachment C.) A project location map is included in Attachment D and the project plans are included in Attachment E. The City Council took the following actions on the proposed project:

Adopted resolutions to:

- Certify the environmental impact report (EIR) and make the California Environmental Quality Act (CEQA) findings to address impacts, including a statement of overriding considerations for significant and unavoidable environmental effects that would result from the proposed project, and approve the mitigation monitoring and reporting program for the proposed project to mitigate impacts to less than significant with mitigation or reduce significant and unavoidable impacts;
- Amend the General Plan Circulation Map to modify the locations of the public rights-of-way, new street connections, paseos and incorporate multi-use pathways within the main project site and new site access;
- Approve the vesting tentative map for the main project site and the vesting tentative map for the Hamilton Avenue Parcels to create new buildable parcels, dedicate public rights-of-way, identify public access easements, site infrastructure and realign Hamilton Avenue; and
- Approve the BMR housing agreements for the provision of 312 BMR units with a mix of affordable income limits, including 119 age-restricted senior units.

The City Council also introduced, with modifications, the following:

- An ordinance to rezone the project site from R-MU-B and O-B to R-MU-B-X and O-B-X to include the “X” Conditional Development combining district overlay, amend the Zoning Map to include the X overlay and modify the locations of the public right-of-ways, new street connections and paseos, and approve a CDP to develop the proposed project through the master plan provisions outlined in the Zoning Ordinance, utilize the bonus level development allowances (increased height, density and intensity) in exchange for community amenities, establish allowed uses, development regulations (including design standard modification requests), and otherwise govern the development of the proposed project; and
- An ordinance to adopt the DA between the City and the project applicant for vested rights in exchange for community amenities, public benefits, and assurances on the timing and phasing of the proposed project.

The resolutions took effect immediately and the two ordinances require an introduction and second reading (adoption.) The meeting of December 13 serves as the second reading, and the ordinances would be effective 30 days after the date of adoption. In addition to the actions taken by the City Council, staff would note that the City Council also requested two future items for staff:

- Transmit the Planning Commission’s annual review of the DA to the City Council.
- Schedule a future agenda item to discuss spending of impact fees.

As part of its actions December 6, 2022, the City Council approved the proposed project with modifications to the CDP and DA with the agreement of the applicant. The redlined versions of the CDP and DA are included in Attachments A and B respectively; the modifications are summarized in this report.

Analysis

The two ordinances associated with the project would adopt the CDP and DA. The CDP would govern development at the project site through the masterplan provisions of the Zoning Ordinance and permit bonus level development in exchange for community amenities. The DA would memorialize the community amenities, additional public benefits, and project phasing in exchange for vested rights to the applicant. The City Council introduced the ordinances adopting the CDP and DA with modifications.

Conditional development permit

The following modifications were introduced by the City Council and incorporated by staff into the CDP:

- Modify Section 14 to remove the recommended intersection improvement at Bay Road and Willow Road and instead collect the Transportation Impact Fee payment. This modification also required cleanups to references to Section 14.5.1 within Section 14;
- Under General Conditions (Section 21), add condition 21.5 (Lighting Along JBP Rail Corridor) requiring nighttime photos of two locations north of the Dumbarton Rail Corridor before and after construction to document any changes and provide photos to the City for informational purposes;
- Under General Conditions (Section 21), add condition 21.6 (Construction Equipment), requiring the applicant use the lowest emission construction equipment commercially available for initial construction permits, provided the equipment does not materially increase costs, result in operational inefficiencies, or a schedule delay; and
- Modifications to the numbering to accommodate the added conditions 21.5 and 21.6.

Development agreement

The following modifications were introduced by the City Council and incorporated by staff into the DA:

- In Section 5.3 (Public Benefits), add Item K (Reduction of Daily Office Trips), requiring the City and applicant to meet and confer before the first building permit to identify incentives the City could offer to the applicant if the applicant is able to reduce the daily office campus trips by 10-15 percent from the trip cap. This added condition would not modify the trip cap or the trip cap penalty. Depending on the incentives, the City and applicant may need to process changes or amendments to the governing documents.

Willow Village Phasing Plan (Exhibit D)

- Incorporate an allowance in footnote 2 for the applicant to reduce the aggregate (total) dwelling units by up to 1 percent due to unforeseen design or construction requirements and allow for a reduction between 1 percent and 5 percent upon approval by the city manager, provided the city manager determines that the reduction is created by unexpected design or construction requirements.
- Modify footnote 2 to clarify the allowed reduction in units in the phasing chart is by phase and not for the entire project, to add clarity based on the allowance for a percentage reduction in total units due to unexpected design or construction requirements.
- Add requirements for the completion of building RS2 (also referred to as Parcel 2, which includes the grocery store) and building RS7 (the senior below market rate housing building), in addition to the previous requirements for the commencement of construction and construction milestones.
 - Building RS2 must receive its final certificate of occupancy (COO) before final COO of the fourth office building.
 - Final COO for building RS7 must be granted before final COO of the sixth office building.

Willow Village community amenities timing (Exhibit F)

- Add timing for final COO of grocery store tenant improvements to be granted before final COO of sixth office building.

The track change versions of the CDP (Attachment A) and DA (Attachment B) incorporate the changes summarized in this report.

Next steps

The applicant has resubmitted the architectural control packages for the individual buildings and public open spaces (town square, elevated park, dog park and neighborhood park.) City staff is reviewing the architectural control packages for compliance with the applicable requirements from the entitlement documents (CDP, DA), mitigation monitoring and reporting program, and Zoning Ordinance. Staff anticipates bringing the architectural control packages to the Planning Commission for review and action in the first quarter of 2023.

Impact on City Resources

The applicant 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 proposed project. The applicant is also required to fully cover the cost of work by consultants performing environmental review and additional analyses to evaluate potential impacts of the proposed project.

Environmental Review

On December 6, 2022 the City Council adopted a resolution that certified the EIR, made the CEQA findings, adopted the Statement of Overriding Considerations, and adopted the Mitigated Monitoring and Reporting Program.

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. Ordinance rezoning main project site, amending the zoning map, and approving the CDP
- B. Ordinance adopting the DA
- C. Hyperlink – November 15 City Council agenda and staff report:
menlopark.gov/files/sharedassets/public/agendas-and-minutes/city-council/2022-meetings/agendas/20221115-city-council-agenda-packet.pdf#page=219
- D. Location map
- E. Hyperlink – master plan project plans: menlopark.gov/files/sharedassets/public/community-development/documents/projects/under-review/willow-village/october-2022/masterplan-plan-set.pdf

Report prepared by:
Kyle Perata, Planning Manager

Report reviewed by:
Deanna Chow, Assistant Community Development Director
Leila Moshref-Danesh, Assistant City Attorney

ORDINANCE NO. XXXX

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MENLO PARK
AMENDING THE CITY ZONING MAP, REZONING CERTAIN PROPERTIES TO
ADD A CONDITIONAL DEVELOPMENT (“X”) COMBINING DISTRICT, AND
APPROVING A CONDITIONAL DEVELOPMENT PERMIT FOR THE WILLOW
VILLAGE MASTER PLAN PROJECT**

The City Council of the City of Menlo Park does ordain as follows:

SECTION 1.

The City Council of the City of Menlo Park hereby finds and declares as follows:

- A. The City received an application requesting to redevelop an approximately 59-acre industrial site (the “main Project Site”) plus three parcels (within two sites) west of Willow Road (the “Hamilton Parcels” and collectively, with the main Project Site, the “Project Site”) as a mixed-use development consisting of up to 1.6 million square feet of office and accessory uses (a maximum of 1,250,000 square feet for office uses and the balance for accessory uses), up to 1,730 multifamily dwelling units, up to 200,000 square feet of retail uses, an up to 193-room hotel, and associated open space and infrastructure (the “Project”).
- B. Amendment of the City zoning map is necessary to modify the circulation plan with regard to the locations for new street connections to the surrounding roadway network as well as the locations of public rights-of-way and paseos and the inclusion of multi-use pathways within the main Project Site as shown in Exhibit A, attached hereto and incorporated herein by this reference.
- C. Rezoning of the main Project Site as shown in Exhibit A is necessary to add a conditional development (“X”) combining district, thereby allowing special regulations and conditions to be added at the main Project Site (combined with the base O-B and R-MU-B regulations) as part of the proposed Project.
- D. The Project is eligible for a Conditional Development Permit under Menlo Park Municipal Code section 16.82.055(1) in that the main Project Site is more than one acre and is not located in the SP-ECR/D district.
- E. Approving the Conditional Development Permit is necessary to authorize development of the Project on the main Project Site, including variants of the Project, including to authorize certain modifications to the requirements of the O and R-MU zoning districts for the Project in accordance with Municipal Code Section 16.82.050, authorize a master planned project in accordance with Municipal Code Sections 16.43.055 and 16.45.55, authorize bonus level development and require the provision of community amenities in accordance with Municipal Code Sections 16.43.060 through .070 and 16.45.60 through 70, approve uses identified in the Conditional Development Permit in accordance with Menlo Park Municipal Code sections 16.43.020 through .040, 16.45.020 through .040, and 16.78.030, approve waivers to Bird Friendly Design requirements pursuant to Municipal Code Sections 16.43.140(6) and 16.45.130(6), approve transportation demand management plans in accordance with Municipal Code Sections 16.43.100 and 16.45.90, establish a procedure for future consideration and approval of a Master Sign Program to establish signage standards and guidelines, and approve an exception to the unbundled parking requirement pursuant to Municipal Code Section 16.45.080(1).
- F. The proposed amendment to the City zoning map and rezoning of the main Project Site, as shown in Exhibit A, as well as the approval of the Conditional Development Permit, would promote a mixed-use live/work/play environment through the inclusion of multifamily housing, including affordable residential units, along with office, retail, hotel and recreational

uses at the density and intensity envisioned in the ConnectMenlo General Plan (“General Plan”).

- G. The proposed amendment of the City zoning map and rezoning of the main Project Site, as shown in Exhibit A, as well as the Conditional Development Permit are consistent with the General Plan, including the land use designations for the main Project Site.

SECTION 2.

An Environmental Impact Report (EIR) was prepared for the Project and certified by the City Council on December 6, 2022 (SCH# 2019090428), in accordance with the provisions of the California Environmental Quality Act (CEQA) and the CEQA Guidelines. Findings and a statement of overriding considerations were adopted by the City Council on December 6, 2022, by Resolution No. 6790, and are incorporated herein by this reference. The analysis in the Project EIR tiered from the ConnectMenlo Final EIR, as appropriate and as further described in each environmental topic section in the EIR.

SECTION 3.

The Planning Commission of the City of Menlo Park (the “Planning Commission”) held a duly noticed public hearing on October 24, 2022 and continued to November 3, 2022, to review and consider the Project, including the proposed amendment to the zoning map and the rezoning of the main Project Site, as shown on Exhibit A, and the Conditional Development Permit, whereat all interested persons had the opportunity to appear and comment.

SECTION 4.

The Planning Commission, 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 (the “City Council”) to approve the Project with recommended modifications, including the proposed amendment to the zoning map and the rezoning of the main Project Site, as shown on Exhibit A, as well as the Conditional Development Permit. In considering the Project, the Planning Commission considered and gave due regard to the nature and condition of all adjacent uses and structures and the impact of the Project thereon, and in relation to the effect upon the immediate neighborhood and the City. In accordance with Municipal Code Sections 16.82.030, 16.78.020, and 16.82.440, the Planning Commission found that approval of the Conditional Development Permit, including all uses permitted therein, would be consistent with the ConnectMenlo General Plan and would not be detrimental to the health, safety, morals, comfort and general welfare of the persons residing or working in the neighborhood of the Project, would not be unreasonably incompatible with uses permitted in surrounding areas, and would not be injurious or detrimental to property and improvements in the neighborhood or the general welfare of the City. The diesel emergency generators would meet the requirements of all reviewing and permitting agencies. The expanded construction hours include requirements to limit noise generating activities outside of the typical construction hours unless determined by the Building and Planning Divisions that an exception for specific activities is necessary (e.g. offsite evening/night work or other on-site activities that cannot occur during the typical construction hours). The Planning Commission further found that the public convenience or necessity would be served by the issuance of licenses to sell alcohol contemplated by the Conditional Development Permit and that the outdoor seating contemplated by the Conditional Development Permit would maintain unimpeded pedestrian access on the public right-of-way.

SECTION 5.

The City Council held a duly noticed public hearing on November 15, 2022, continued to November 30, 2022 and continued to December 6, 2022 to review and consider the Project,

including the proposed amendment to the zoning map and the rezoning of the main Project Site, as shown in Exhibit A, as well as the Conditional Development Permit, whereat all interested persons had the opportunity to appear and comment.

SECTION 6.

After due consideration of the proposed amendment to the zoning map and the rezoning of the main Project Site, as shown in Exhibit A, the Conditional Development Permit, public comments, the Planning Commission's recommendation, the staff report, and other substantial evidence in the record, the City Council finds that the proposed amendment of the zoning map and rezoning of properties and the Conditional Development Permit as identified herein are consistent with the ConnectMenlo General Plan and are appropriate. In considering the Project, the City Council considered and gave due regard to the nature and condition of all adjacent uses and structures and the impact of the Project thereon, and in relation to the effect upon the immediate neighborhood and the City. In accordance with Municipal Code Sections 16.82.030, 16.78.020, and 16.82.440, the City Council further finds that approval of the Conditional Development Permit, including all uses permitted therein, would not be detrimental to the health, safety, morals, comfort and general welfare of the persons residing or working in the neighborhood of the Project, would not be unreasonably incompatible with uses permitted in surrounding areas, and would not be injurious or detrimental to property and improvements in the neighborhood or the general welfare of the City. The City Council further finds that the public convenience or necessity would be served by the issuance of licenses to sell alcohol contemplated by the Conditional Development Permit, and that the outdoor seating contemplated by the Conditional Development Permit would maintain unimpeded pedestrian access on the public right-of-way.

SECTION 7.

The zoning map of the City of Menlo Park is hereby amended to modify the circulation plan with regard to the locations for new street connections to the surrounding roadway network as well as the location of public rights-of-way and paseos, and the inclusion of multi-use pathways, within the main Project Site, as shown in Exhibit A.

SECTION 8.

The zoning map of the City of Menlo Park is hereby amended such that certain real properties shown in Exhibit A are rezoned to add a conditional development ("X") combining district. Specifically, the parcels identified in Exhibit B are rezoned to O-B-X to add an X combining district; the parcels identified in Exhibit C are rezoned to R-MU-B-X to add an X combining district. This X combining district is consistent with the General Plan, which allows the uses permitted in the combining district at the density and intensity proposed and encourages the type of live/work/play environment promoted by the X combining district in the Bayfront Area.

SECTION 9.

The Conditional Development Permit (Exhibit D) is hereby approved, authorizing development of the Project on the main Project Site. The Conditional Development Permit is consistent with the General Plan, which allows the uses permitted in the O-B-X and R-MU-B-X districts at the density and intensity proposed and encourages the type of live/work/play environment promoted by the X combining districts in the Bayfront area. Pursuant to Menlo Park Municipal Code section 16.56.030, the Conditional Development Permit establishes development regulations for the main Project Site, and the number of dwelling units, floor area ratio, and floor area limit authorized thereunder do not exceed the development regulations set forth in the O-B and R-MU-B districts. The Conditional Development Permit, including all uses permitted therein, would not be detrimental to the health, safety, morals, comfort and general welfare of the persons residing or working in the neighborhood of the Project, would not be unreasonably incompatible

with uses permitted in surrounding areas, and would not be injurious or detrimental to property and improvements in the neighborhood or the general welfare of the City

SECTION 10. The Conditional Development Permit (Exhibit D) approves:

- 1) a master planned development that allows residential density, floor area ratio, and open space requirements at the bonus level to be calculated in the aggregate across the site but at levels which do not exceed what would be permitted if the site were developed in accordance with the O-B-X and R-MU-B-X districts, pursuant to Menlo Park Municipal Code sections 16.43.055 and 16.45.055;
- 2) bonus level development on the main Project Site and community amenities in accordance with the Development Agreement between City and Applicant, as well as Menlo Park Municipal Code sections 16.43.060, 16.45.060, 16.43.070, and 16.45.070;
- 3) all uses identified in the Conditional Development Permit in accordance with the terms thereunder and Menlo Park Municipal Code sections 16.43.020 through .040, 16.45.020 through .040, and 16.78.030;
- 4) waivers to Bird Safe Design requirements pursuant to Menlo Park Municipal Code sections 16.43.140(6)(H) and 16.45.130(6)(H) as provided in the Conditional Development Permit;
- 5) modifications to the requirements of the O-B and R-MU districts identified in the Conditional Development Permit to secure special benefits possible through comprehensive planning of large development, to allow relief from the monotony of standard development, and to permit the application of new and desirable development techniques, pursuant to Menlo Park Municipal Code section 16.82.050;
- 6) the transportation demand management plans identified in the Conditional Development Permit pursuant to Menlo Park Municipal Code sections 16.43.100 and 16.45.090;
- 7) all variants of the Project as identified in the Conditional Development Permit, including the No Willow Road Tunnel Variant, No Hamilton Avenue Realignment Variant, and Onsite Recycled Water Variant, which modify certain features or aspects of the Project based upon the election of the applicant or upon the potential action or inaction of agencies other than the City or of property owners outside the main Project Site;
- 8) establishment of a procedure for future consideration and approval of a Master Sign Program by the Planning Commission to establish signage standards and guidelines; and
- 9) an exception to the unbundled parking requirement pursuant to Municipal Code Section 16.45.080(1) for the Project's affordable units.
- 10) allowance for expanded construction work hours, provided the construction activities comply with the noise limitations set forth in Chapter 8.06 (Noise) of the Municipal Code and mitigation measures Modified ConnectMenlo NOISE-1c, NOI-1.1 and NOI-1.2, unless determined by the Building and Planning Divisions that an exception for specific activities is necessary (e.g. offsite evening/night work or other on-site activities that cannot occur during the typical construction hours). Noise is allowed to exceed the City's 85 decibel at 50 foot for any one piece of equipment requirement for construction equipment such as pile drivers, subject to compliance with Modified ConnectMenlo NOISE-1c, NOI-1.1 and NOI-1.2 in the EIR.

SECTION 11.

This ordinance shall become effective thirty (30) days after the date of its adoption. Within fifteen (15) days of its adoption, the ordinance shall be posted in three (3) public places within the City of Menlo Park, and the ordinance, or a summary of the ordinance prepared by the City Attorney, shall be published in a local newspaper used to publish official notices for the City of Menlo Park prior to the effective date.

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.

INTRODUCED on the sixth day of December, 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 December, 2022, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Betsy Nash, Mayor

ATTEST:

Judi A. Herren, City Clerk

Exhibits:

- A. Plat and legal – site
- B. Plat and legal – office
- C. Plat and legal – R-MU
- D. Conditional development permit

**LEGAL DESCRIPTION
WILLOW VILLAGE SITE
MENLO PARK, CALIFORNIA**

The land referred to is situated in the City of Menlo Park, County of San Mateo, State of California and is described as follows:

BEGINNING at the southwesterly corner of Parcel S; as shown on that certain map entitled "Menlo Industrial Center, City of Menlo Park, San Mateo County, California" filed in the office of the County Recorder of San Mateo County, State of California, on October 1, 1979, in Volume 99 of Maps at Pages 81-83, thence,

North 22°05'00" East, 120.17 feet; thence,

North 24°45'44" East, 143.14 feet; thence,

Along a tangent curve to the left, having a radius of 1,536.52 feet, length of 74.34 feet, and a delta angle of 02°46'19"; thence,

North 22°05'00" East, 864.41 feet; thence,

Along a tangent curve to the left, having a radius of 1,032.50 feet, length of 55.72 feet, and a delta angle of 03°05'31"; thence,

North 25°35'47" East, 2.12 feet; thence,

North 19°19'09" East, 144.98 feet; thence,

North 22°05'00" East, 71.06 feet; thence,

North 84°59'41" East, 1,324.41 feet; thence,

Along a tangent curve to the left, having a radius of 1,1509.17 feet, length of 251.79 feet, and a delta angle of 01°15'13"; thence,

South 10°08'21" West, 1,612.25 feet; thence,

South 88°08'54" West, 1,612.25 feet; thence,

North 79°51'49" West, 668.96 feet to the **POINT OF BEGINNING.**

Containing 2,577,434.20 square feet (59.17 acres), more or less.

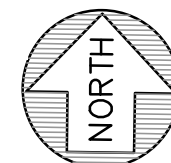


September 30, 2022

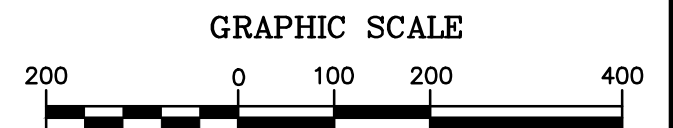


Line Table		
Line #	Length	Direction
L1	120.17	N22° 05' 00"E
L2	143.14	N24° 45' 44"E
L3	864.41	N22° 05' 00"E
L4	144.98	N19° 19' 09"E
L5	71.06	N22° 05' 00"E
L6	1324.41	N84° 59' 41"E
L7	1612.25	S10° 08' 21"W
L8	1182.95	S88° 08' 54"W
L9	668.96	N79° 51' 49"W
L10	2.12	N25° 35' 47"E
L11	1324.41	N84° 59' 45"E
L12	1612.25	S10° 07' 20"W
L13	1182.46	S88° 07' 50"W
L14	669.55	N79° 55' 00"W

Curve Table			
Curve #	Length	Radius	Delta
C1	251.79	11509.17	1°15'13"
C2	74.34	1536.52	2°46'19"
C3	55.72	1032.50	3°05'31"



NOTES
(L11) RECORD DATA FROM
99 M 82-83



(IN FEET)
1 inch = 200 ft.

DATE: 9/30/2022
SCALE: AS SHOWN
DESIGNED:
DRAWN: RJL
CHECKED: DCF
PROJ. ENGR:

FREYER & LAURETA, INC.
CIVIL ENGINEERS • SURVEYORS • CONSTRUCTION MANAGERS
150 Executive Blvd • Suite 4200 • San Francisco, CA 94134
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DESCRIPTION	DATE

EXHIBIT B
PROJECT SITE PLAT
WILLOW VILLAGE
MENLO PARK, CALIFORNIA

SHEET
1
OF 1 SHEETS
JOB NO.
300001

**LEGAL DESCRIPTION
OFFICE (O)
MENLO PARK, CALIFORNIA**

The land referred to is situated in the City of Menlo Park, County of San Mateo, State of California and is described as follows:

BEGINNING at the southwesterly corner of Parcel S; as shown on that certain map entitled "Menlo Industrial Center, City of Menlo Park, San Mateo County, California" filed in the office of the County Recorder of San Mateo County, State of California, on October 1, 1979, in Volume 99 of Maps at Pages 81-83, thence,

North 22°05'00" East, 120.17 feet; thence,

North 24°45'44" East, 143.14 feet; thence,

Along a tangent curve to the left, having a radius of 1,536.52 feet, length of 74.34 feet, and a delta angle of 02°46'19"; thence,

North 22°05'00" East, 864.41 feet; thence,

Along a tangent curve to the left, having a radius of 1,032.50 feet, length of 55.72 feet, and a delta angle of 03°05'31" to the **TRUE POINT OF BEGINNING**, thence clockwise the following courses and distances:

North 25°35'47" East, 2.12 feet; thence,

North 19°19'09" East, 144.98 feet; thence,

North 22°05'00" East, 71.06 feet; thence,

North 84°59'41" East, 1,324.41 feet; thence,

Along a tangent curve to the left, having a radius of 11,509.17 feet, length of 251.79 feet, and a delta angle of 01°15'13"; thence,

South 10°08'21" West, 1,612.25 feet; thence,

South 88°08'54" West, 899.78 feet; thence,

North 10°08'21" East, 391.79 feet; thence,

North 36°24'32" West, 124.47 feet; thence,

Along a curve to the left, having a radius of 60.00 feet, length of 93.25 feet, a delta angle of 89°02'37", and a radial bearing of North 36°24'32" West; thence,

Along a tangent curve to the right, having a radius of 40.00 feet, length of 31.82 feet, and a delta angle of 45°34'23"; thence,

North 10°07'14" East, 176.74 feet; thence,

Along a tangent curve to the right, having a radius of 30.00 feet, length of 47.12 feet, and a delta angle of 90°00'00"; thence,

South 79°52'46" East, 664.42 feet; thence,

Along a tangent curve to the right, having a radius of 40.00 feet, length of 31.82 feet, and a delta angle of 45°34'23"; thence,

Along a tangent curve to the left, having a radius of 60.00 feet, length of 283.94 feet, and a delta angle of 271°08'46"; thence,

Along a tangent curve to the right, having a radius of 40.00 feet, length of 31.82 feet, and a delta angle of 45°34'23"; thence,

North 79°52'46" West, 664.42 feet; thence,

Along a tangent curve to the right, having a radius of 30.00 feet, length of 47.12 feet, and a delta angle of 90°00'00"; thence,

North 10°07'14" East, 104.42 feet; thence,

Along a tangent curve to the left, having a radius of 140.00 feet, length of 190.68 feet, and a delta angle of 78°02'17"; thence,

North 67°55'03" West, 133.87 feet; thence,

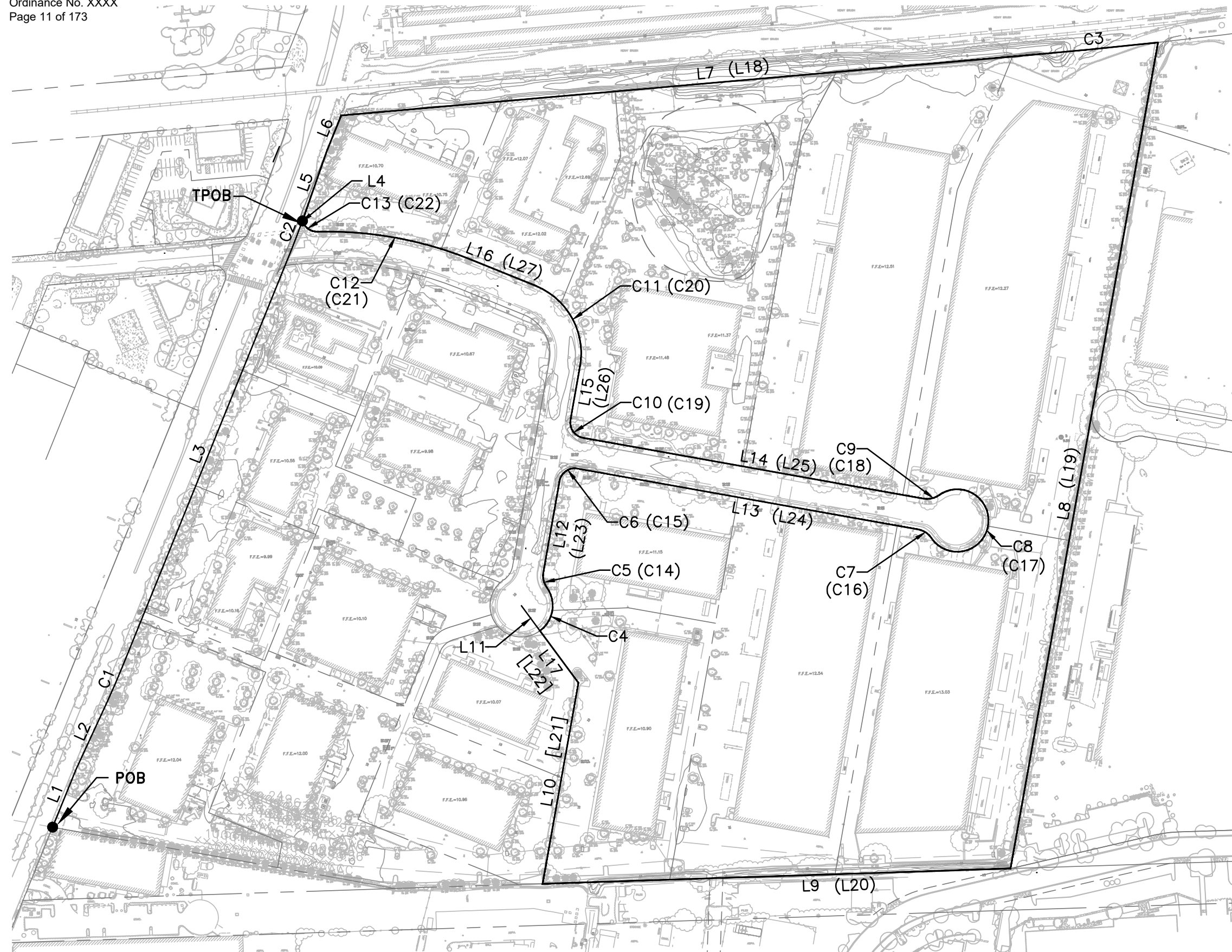
Along a tangent curve to the left, having a radius of 735.00 feet, length of 301.93 feet, and a delta angle of 23°32'13"; thence,

Along a tangent curve to the right, having a radius of 30.00 feet, length of 38.55 feet, and a delta angle of 73°37'09" to the **TRUE POINT OF BEGINNING**.

Containing 1,624,516.57 square feet (37.29 acres), more or less.

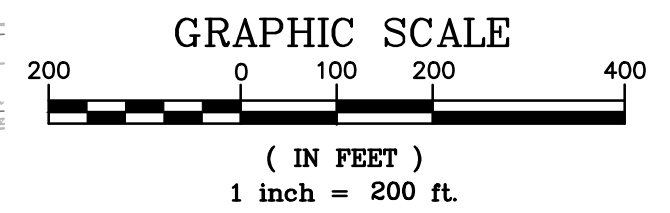
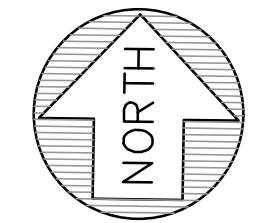
October 17, 2022





NOTES

- (L11) RECORD DATA FROM 99 M 82-83
- [L15] RECORD DATA FROM 52 M 82



DATE:	10/17/2022
SCALE:	AS SHOWN
DESIGNED:	
DRAWN:	RJL
CHECKED:	DCF
PROJ. ENGR:	

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DESCRIPTION	DATE

EXHIBIT B
OFFICE (O)
WILLOW VILLAGE
MENLO PARK, CALIFORNIA

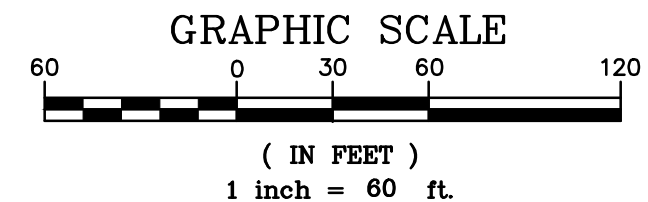
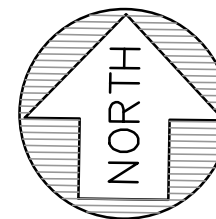
SHEET 1 OF 2 SHEETS
 JOB NO. 300001

Line Table

Line #	Length	Direction
L1	120.17	N22° 05' 00"E
L2	143.14	N24° 45' 44"E
L3	864.41	N22° 05' 00"E
L4	2.12	N25° 35' 47"E
L5	144.98	N19° 19' 09"E
L6	71.06	N22° 05' 00"E
L7	1324.41	N84° 59' 41"E
L8	1612.25	S10° 08' 21"W
L9	899.78	S88° 08' 54"W
L10	391.79	N10° 08' 21"E
L11	60.00	N36° 24' 32"W
L12	176.74	N10° 07' 14"E
L13	664.42	S79° 52' 46"E
L14	664.42	N79° 52' 46"W
L15	104.42	N10° 07' 14"E
L16	133.87	N67° 55' 03"W
L17	124.47	N36° 24' 32"W
(L18)	1324.41	N84° 59' 45"E
(L19)	1612.25	S10° 07' 20"W
(L20)	899.63(c)	S88° 07' 50"W
[L21]	391.79	N10° 07' 20"E
[L22]	124.71	N36° 23' 11"W
(L23)	176.74	N10° 07' 20"E
(L24)	664.59	S79° 52' 40"E
(L25)	664.59	N79° 52' 40"W
(L26)	104.42	N10° 07' 20"E
(L27)	134.10	N67° 55' 00"W

Curve Table

Curve #	Length	Radius	Delta
C1	74.34	1536.52	2°46'19"
C2	55.72	1032.50	3°05'31"
C3	251.79	11509.17	1°15'13"
C4	93.25	60.00	89°02'37"
C5	31.82	40.00	45°34'23"
C6	47.12	30.00	90°00'00"
C7	31.82	40.00	45°34'23"
C8	283.94	60.00	271°08'46"
C9	31.82	40.00	45°34'23"
C10	47.12	30.00	90°00'00"
C11	190.68	140.00	78°02'17"
C12	301.93	735.00	23°32'13"
C13	38.55	30.00	73°37'09"
(C14)	31.82	40.00	45° 34'22"
(C15)	47.12	30.00	90° 00'00"
(C16)	31.82	40.00	45° 34'22"
(C17)	283.94	60.00	271° 08'44"
(C18)	31.82	40.00	45° 34'22"
(C19)	47.12	30.00	90° 00'00"
(C20)	190.68	140.00	53° 39'10"
(C21)	301.52	735.00	-
(C22)	-	30.00	-



DATE: 10/17/2022
SCALE: AS SHOWN
DESIGNED:
DRAWN: RJL
CHECKED: DCF
PROJ. ENGR:

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(415)534-7070 • www.freyerlaureta.com

DESCRIPTION	DATE

EXHIBIT B
OFFICE (O)
WILLOW VILLAGE
MENLO PARK, CALIFORNIA

SHEET
2
OF 2 SHEETS
JOB NO.
300001

**LEGAL DESCRIPTION
RESIDENTIAL MIXED USE (R-MU)
MENLO PARK, CALIFORNIA**

The land referred to is situated in the City of Menlo Park, County of San Mateo, State of California and is described as follows:

BEGINNING at the southwesterly corner of Parcel S; as shown on that certain map entitled "Menlo Industrial Center, City of Menlo Park, San Mateo County, California" filed in the office of the County Recorder of San Mateo County, State of California, on October 1, 1979, in Volume 99 of Maps at Pages 81-83, thence,

North 22°05'00" East, 120.17 feet; thence,

North 24°45'44" East, 143.14 feet; thence,

Along a tangent curve to the left, having a radius of 1,536.52 feet, length of 74.34 feet, and a delta angle of 02°46'19"; thence,

North 22°05'00" East, 829.11 feet; thence,

Along a curve to the left, having a radius of 30.00 feet, length of 9.98 feet, a delta angle of 19°03'50", and a radial bearing of South 24°04'08" East; thence,

North 84°59'42" East, 13.25 feet; thence,

Along a tangent curve to the right, having a radius of 675.00 feet, length of 319.12 feet, and a delta angle of 27°05'15"; thence,

South 67°55'03" East, 133.87 feet; thence,

Along a tangent curve to the right, having a radius of 80.00 feet, length of 108.96 feet, and a delta angle of 78°02'17"; thence,

South 10°07'14" West, 401.15 feet; thence,

Along a tangent curve to the right, having a radius of 40.00 feet, length of 31.82 feet, and a delta angle of 45°34'23"; thence,

Along a tangent curve to the left, having a radius of 60.00 feet, length of 190.70 feet, and a delta angle of 182°06'08"; thence,

South 36°24'32" East, 124.47 feet; thence,

South 10°08'21" West, 391.79 feet; thence,

South 88°08'54" West, 283.17 feet; thence,

North 79°51'49" West, 668.96 feet to the **POINT OF BEGINNING**.

Containing 824,596.48 square feet (18.93 acres), more or less.



October 17, 2022

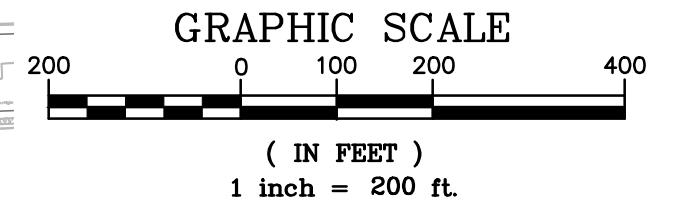
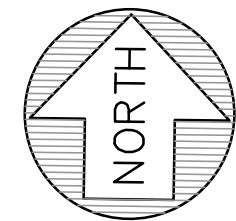
FREYER & LAURETA, INC.

Page 1 of 1

Page E-4.17



NOTES
 (L11) RECORD DATA FROM
99 M 82-83
 [L15] RECORD DATA FROM
52 M 82



DATE: 10/17/2022
 SCALE: AS SHOWN
 DESIGNED:
 DRAWN: RJL
 CHECKED: DCF
 PROJ. ENGR:

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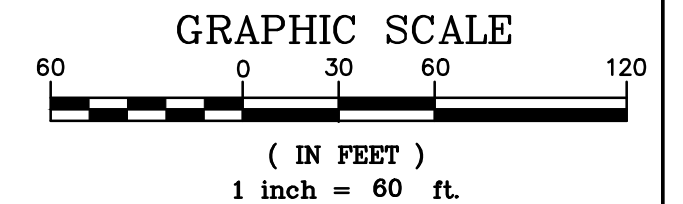
DESCRIPTION	DATE

EXHIBIT B
RESIDENTIAL MIXED USE (R-MU)
WILLOW VILLAGE
MENLO PARK, CALIFORNIA

SHEET
1
OF 2 SHEETS
JOB NO.
300001

Line Table		
Line #	Length	Direction
L1	120.17	N22° 05' 00"E
L2	143.14	N24° 45' 44"E
L3	829.11	N22° 05' 00"E
L4	30.00	S24° 04' 08"E
L5	13.25	N84° 59' 42"E
L6	133.87	S67° 55' 03"E
L7	401.15	S10° 07' 14"W
L8	124.47	S36° 24' 32"E
L9	391.79	S10° 08' 21"W
L10	283.17	S88° 08' 54"W
L11	668.96	N79° 51' 49"W
(L12)	12.80	N84° 59' 45"E
(L13)	134.10	N67° 55' 00"W
(L14)	401.16	N10° 07' 20"E
[L15]	124.71	N36° 23' 11"W
[L16]	391.79	N10° 07' 20"E
(L17)	669.55	N79° 55' 00"W

Curve Table			
Curve #	Length	Radius	Delta
C1	74.34	1536.52	2°46'19"
C2	9.98	30.00	19°03'50"
C3	319.12	675.00	27°05'15"
C4	108.96	80.00	78°02'17"
C5	31.82	40.00	45°34'23"
C6	190.70	60.00	182°06'08"
(C7)	108.96	80.00	78° 02'20"
(C8)	31.82	40.00	45° 34'22"



DATE: 10/17/2022
SCALE: AS SHOWN
DESIGNED:
DRAWN: RJL
CHECKED: DCF
PROJ. ENGR:

FL FREYER & LAURETA, INC.
CIVIL ENGINEERS • SURVEYORS • CONSTRUCTION MANAGERS
150 Executive Blvd • Suite 4200 • San Francisco, CA 94134
(415)534-7070 • www.freyerlaureta.com

DESCRIPTION	DATE

EXHIBIT B
RESIDENTIAL MIXED USE (R-MU)
WILLOW VILLAGE
MENLO PARK, CALIFORNIA

SHEET
2
OF 2 SHEETS
JOB NO.
300001

**DRAFT CONDITIONAL DEVELOPMENT PERMIT (“CDP”)
WILLOW VILLAGE MASTER PLAN PROJECT**

1. GENERAL INFORMATION

- 1.1. Applicant: Peninsula Innovation Partners, LLC (“**Applicant**”) or its successors or assigns
- 1.2. Project Description: General Plan Circulation Map Amendment, Zoning Ordinance Map Amendment, Rezoning, Development Agreement, Conditional Development Permit, Architectural Control, Vesting Tentative Subdivision Maps, Heritage Tree Removal Permits, Zoning Ordinance Modifications, Bird-Friendly Design Waivers, Willow Village Transportation Demand Management (TDM) Plan, and Below Market Rate Housing Agreements, to demolish approximately 1 million square feet (sf) of existing nonresidential uses and construct:
1. Approximately 1.8 million sf of nonresidential uses, composed of up to 1.6 million sf of office and accessory uses in the Campus District (consisting of up to 1.25 million sf of office space, with the balance of space for accessory uses [up to 350,000 sf if the office sf is maximized], in multiple buildings) and up to 200,000 sf of commercial/retail space;
 2. Up to approximately 1,730 multi-family residential units, inclusive of 312 below market rate units;
 3. An up to 193-room hotel; and
 4. Minimum of 857,000 sf of open space at full buildout, including a minimum of 360,000 sf of publicly accessible parks, paths, and trails.

The above elements are collectively referred to as “**Project**”.

- 1.3. Project Site: The project site consists of approximately 59 acres identified by the Assessor’s Parcel Numbers listed in Section 1.4 herein, and generally is bounded by the currently inactive Dumbarton Rail Corridor to the north, an existing life science complex to the east (Menlo Park Labs Campus), the San Francisco Public Utilities Commission (SFPUC) Hetch Hetchy right-of-way to the south, and Willow Road to the west (“**Project Site**”). The existing project site parcels are shown on Exhibit A attached hereto and are more particularly described in Exhibit B attached hereto.

The Project also includes three parcels on two sites west of Willow Road. Hamilton Avenue Parcel North includes the existing Belle Haven Shopping Center (1401 Willow Road and 871-883 Hamilton Avenue) and Hamilton Avenue Parcel South includes the existing Chevron service station (1399 Willow Road). These parcels are not subject to this CDP; however, these parcels would be subject to and affected by specific off-site improvements and project actions (e.g. realignment of Hamilton Avenue).

- 1.4. Assessor’s Parcel Numbers: 055-440-010; 055-440-020; 055-440-030; 055-440-040; 055-440-090; 055-440-110; 055-440-130; 055-440-190; 055-440-210; 055-440-230;

055-440-260; 055-440-300; 055-440-310; 055-440-320; 055-440-330; 055-440-050;
055-440-340; 055-440-350

- 1.5. Property Owner(s): Peninsula Innovation Partners and its successors in interest to all or any part of the Project Site (“**Property Owner**”)
- 1.6. Zoning: O-B-X (Office-Bonus, Conditional Development), R-MU-B-X (Residential Mixed-Use-Bonus, Conditional Development)
- 1.7. Conditions Precedent:

- 1.7.1. Property Owner’s obligations set forth herein are expressly conditioned on the resolution of all legal challenges, if any, to the Project’s entitlements. Notwithstanding any legal challenges, Property Owner’s obligations as set forth herein are expressly conditioned on Property’s Owner’s election, in its sole discretion, to commence construction of the Project.

- 1.7.2. Development of the Project, and all references in this CDP to the City’s Municipal Code, Zoning Ordinance, and future conditions of approval and fees, shall be subject to vested rights pursuant to common law, the Subdivision Map Act, and the Development Agreement.

2. PROJECT PLANS AND DEVELOPMENT STANDARDS

2.1. Project Plans:

- 2.1.1. Development of the Project shall substantially conform with the Willow Village Master Plan plans submitted by Applicant dated October 19, 2022, consisting of 66 plan sheets and Appendices 1 through 10, recommended for approval by the Planning Commission on [date], and approved by the City Council on [date] (“**Project Plans**”), except as modified by the conditions contained herein and/or in accordance with Section 8 (Changes) of this CDP.

- 2.1.2. Attached as Exhibit D is a glossary of technical reports and documents supporting implementation of this CDP.

- 2.1.3. Prior to the issuance of building permits for each building in the Project, and in accordance with Section 12.2, below, Property Owner shall submit architectural control plans (ACPs) for the building/site for review and approval by the Planning Commission in accordance with Municipal Code Section 16.68.020. As part of the architectural control review, the Community Development Department shall track compliance with the Development Standards set forth in Section 2.3 below through a compliance matrix, dated 6/23/22 and on file with the

City that may be updated from time to time to ensure compliance with this CDP and Municipal Code requirements.

2.2. Definitions: As used in this CDP and the Project Plans:

2.2.1. **“Standards”**. Standards are objective measures with which all architectural control plans (ACPs) must substantially conform, subject to Changes to the CDP granted in accordance with and defined in Section 8 herein. Standards may be minimum or maximum development parameters that development must fall within, or may be prescriptive requirements for objective Project design features.

2.2.2. **“Conceptual Plans”**. Items labeled as Conceptual Plans are intended to convey the general vision and design intent of the Project, while allowing flexibility in interpretation and implementation. Conceptual Plans serve as guidelines for general orientation and organization of land uses and transportation and open space networks, general scale and massing of development, and overall architectural themes. All ACPs should be materially consistent with the vision and design intent conveyed by Conceptual Plans but need not comply with the specific details.

2.2.3. **“Illustrative Plans and Renderings”**. Items labeled as Illustrative Plans and Renderings depict one possible example of development that would substantially conform with the Standards and be materially consistent with the vision and design intent conveyed by the Conceptual Plans. Illustrative Plans and Renderings are not determinative of the ultimate configuration, building orientation, massing, architectural and landscaping details, parking design, etc. ACPs may vary from these depictions.

2.2.4. **“Architectural Control Plan” (“ACP”)**. ACPs provide architectural drawings of the proposed building or structure, proposed landscaping or other treatment of grounds around such building or structure, and proposed design of, and access to, required parking facilities, in accordance with Municipal Code Section 16.68.020. ACPs should generally include site plans, floor plans, elevations, square footage diagrams, height calculations, color and materials, etc. The ACPs shall comply with the City’s Application Submittal Guidelines. All ACPs shall substantially conform to the Standards and be materially consistent with the vision and design intent conveyed by the Conceptual Plans, subject to Modifications granted in accordance with Section 4 and/or Changes granted in accordance with Section 8 herein.

2.2.5. **“Phase 1”**. Project Site improvements under Phase 1 encompass structure demolition, surface improvements, and utility

improvements within the Phase 1 and Phase 2 areas on the main Project Site. Specifically, Phase 1 would include:

- a. Demolition of structures on the parcels south of Hamilton Avenue to support the realignment of Hamilton Avenue west of Willow Road and the new intersection at Willow Road.
- b. Street improvements including realignment of the Hamilton Avenue and Willow Road intersection, Park Street, West Street, Main Street from O'Brien Drive to Hamilton Avenue, North Loop Road, and East Loop Road, each with a full complement of utilities to serve the Project and Willow Road Tunnel.
- c. Grading and construction of primary circulation improvements (i.e., the streets and infrastructure necessary to serve Phase 1) to raise the Project Site above the flood hazard designation and ensure sea-level rise resiliency.
- d. Construction of components associated with the Town Square District and the Campus District in the northern portion of the Project Site, including approximately 172,000 sf of hotel space (up to approximately 193 rooms); construction of the entirety of the office and accessory uses, the Elevated Park, and up to 200,000 sf of retail uses, including the grocery store; construction of the Town Square and the Town Square parking garage; construction of the North Garage and South Garage as part of the Campus District; and construction within the Residential/Shopping District of 1,044 residential units, the Publicly Accessible Park, and the Dog Park.

2.2.6. **“Phase 2”**. Phase 2 construction would encompass the construction of the balance of the Residential/Shopping District, provide 686 residential units, and construct Willow Road Tunnel, if Applicant so elects. Phase 2 site improvements would also include construction of Center Street and East Street, along with the installation of the infrastructure necessary to serve Phase 2.

2.2.7. **“Square footage” or “sf”** shall have the same meaning as the definition of Gross Floor Area (16.04.325) of the Zoning Ordinance.

2.3. Development Standards

2.3.1. Dwelling Units shall not exceed 100 dwelling units per acre for a not to exceed total of 1,730 units.

2.3.2. Maximum building square footage shall be calculated in accordance with Municipal Code Section 16.04.325 (Gross floor area) and shall not exceed:

- 2.3.2.1. Office and accessory uses: 1,600,000 square feet in accordance with Sheet G3.03 of the Project Plans (consisting of a maximum of up to 1,250,000 square feet of office space, with the balance of space for accessory uses, in multiple buildings)
- 2.3.2.2. Retail uses: 200,000 square feet in accordance with Sheet G3.03 of the Project Plans
- 2.3.2.3. Residential uses: 1,696,406 square feet for 1,730 dwelling units in accordance with Sheet G3.03 of the Project Plans.
- 2.3.3. Hotel: 193 rooms in accordance with Sheet G3.03 of the Project Plans
- 2.3.4. Areas of private rights-of-way shall be included in the calculation of the maximum density and intensity (gross floor area) as shown on Sheet G3.02 of the Project Plans.
- 2.3.5. Building heights shall not exceed the maximum heights provided on Sheet G3.04 of the Project Plans.
- 2.3.6. Development standards identified in the Project Plans as CDP standards are incorporated by reference herein.
- 2.3.6.1. The calculation of height (average) and maximum height shall comply with Zoning Ordinance Sections 16.43.050 and 16.45.050.
- 2.3.7. Parking shall be provided in accordance with the standards set forth on Sheet G4.01 of the Project Plans and in compliance with Zoning Ordinance Sections 16.43.090 and 16.45.080, subject to the Modification for senior parking (below). This CDP grants an exception for unbundled parking for senior below market rate residential units. This CDP also authorizes shared parking on the main Project Site in accordance with Sheet G4.01 of the Project Plans.
- 2.3.8. Open Space shall be provided in accordance with the standards set forth on Sheet G3.05 of the Project Plans. The Project shall provide a minimum of 360,000 sf of publicly accessible open space, consisting of 285,970 sf of open space required by the R-MU/O zoning and 74,030 sf of publicly accessible open space in excess of the R-MU and O zoning district requirements (“Excess Publicly Accessible Open Space”)
- 2.3.8.1. The Excess Publicly Accessible Open Space will be provided in the Community Park and/or the Dog Park and/or Parcel 3. ACPs containing the Community Park, the Dog Park, and Parcel 3 will be required to document the amount of Excess Publicly Accessible Open Space provided in each ACP.

- 2.3.9. Roof Mounted Equipment except photovoltaic or solar panels, shall be fully screened and integrated into the design of the building consistent with Zoning Ordinance Section 16.08.095, and shall also comply with the noise requirements of that same section.
- 2.3.10. Ground Mounted Equipment shall be screened and integrated into the site design to the satisfaction of the Planning Division. The ground mounted equipment shall comply with the noise requirements in Chapter 8.06 (Noise) of the Municipal Code.
- 2.3.11. Building Setbacks shall be measured from the public right-of-way or public access easements. Private right-of-ways shall be treated as public right-of-ways for setback purposes.

3. USES

- 3.1. Permitted uses on the Project Site: The following uses are permitted on the Project Site pursuant to this CDP without the need for further administrative, special, or conditional use or special event permits:

- 3.1.1. Existing Uses

- 3.1.1.1. Notwithstanding the rezoning of the main Project Site and adoption of this CDP, existing uses and structures on the main Project Site that remain shall not be considered nonconforming and may continue (including after any period of discontinuance and without amortization) and be maintained, repaired, altered, restored if destroyed by catastrophe, subject to any applicable procedural review provisions of the Zoning Ordinance not contained in Chapter 16.80 and provided there is no increase in square footage. Existing use permits and architectural control permits shall remain valid until demolition (whole or partial) occurs.

- 3.1.2. Town Square District

- 3.1.2.1. Hotel
- 3.1.2.2. Banks and other financial institutions providing retail banking services (including credit unions and ATMs)
- 3.1.2.3. Eating and drinking establishments, including the sale of beer, wine, and alcohol (e.g., spirits and liquor other than beer and wine) in accordance with Section 3.6 herein, and/or that have live entertainment, and/or establishments that are portable (i.e. not permanent)
- 3.1.2.4. Retail sales establishments, excluding the sale of beer, wine, and alcohol except those uses identified in accordance with Section 3.6 herein Personal services, excluding tattooing, piercing, palm-reading, or similar services
- 3.1.2.5. Recreational facilities privately operated, less than 20,000 square feet

- 3.1.2.6. Outdoor seating and tables (including those intended to be used for consumption of food and beverages), in accordance with Section 5.2
- 3.1.2.7. Emergency generators and associated use and storage of diesel fuel for up to 12 generators on the main project site in accordance with Sheet G6.07 of the Project Plans and the Hazardous materials information forms, generator supplemental forms (dated August 8, 2022) and agency referral forms. Generator size, type, and locations shall be substantially in conformance with the Project Plans and supporting documents and shall comply with the requirements and conditions of the San Mateo County Environmental Health Services Division, Menlo Park Fire Protection District, West Bay Sanitary District, and the City of Menlo Park Building and Planning Divisions.
- 3.1.2.8. Bonus level development (e.g. height, density, and intensity) in accordance with Sections 16.43.040(1) and 16.43.060 and/or 16.45.040(10) and 16.45.060 of the Zoning Ordinance.
- 3.1.2.9. Public utilities, in accordance with Chapter 16.76 of the Zoning Ordinance. Any above ground utilities or appurtenances shall be screened with appropriate fencing, mesh enclosures, and/or like materials compatible with surrounding improved environment, or painted with appropriate colors compatible with surrounding improved environment.
- 3.1.2.10. Open space, private and publicly accessible, in accordance with Zoning Ordinance Sections 16.43.130(4) and 16.45.120(4).
- 3.1.2.11. Local events including but not limited to farmers' markets, movie nights, concerts, community block parties, and food trucks, provided the activities comply with Chapter 8.06 (Noise) of the Municipal Code, and provided that such events that require the use of City public services (e.g. police monitoring or control, street closure, traffic control, parking needs that will exceed capacity of the venue, or interfere with normal use and operation of right-of-ways for travel) require a special event permit per Chapter 8.60 of the Municipal Code.
- 3.1.2.12. Private special events not to exceed 26 in a calendar year, subject to Section 5.3, provided that private special events that require the use of City public services (e.g. police monitoring or control, street closure, traffic control parking needs that will exceed capacity of the venue, or interfere with normal use and operation of right-of-ways for travel) require a special event permit per Chapter 8.60 of the Municipal Code.
- 3.1.2.13. Parking structures, above and below-grade
- 3.1.2.14. Cellular telecommunications facilities provided the facilities are fully screened and/or integrated into a building or site feature and the facilities comply with all applicable Federal and State regulations
- 3.1.2.15. Other uses determined by the Community Development Director to be similar and compatible uses based on the following criteria:
 - The activities involved in or equipment or materials employed in the use are the same or substantially similar to the uses expressly authorized by this CDP;
 - The use is compatible with surrounding uses; and
 - The use is consistent with the stated purpose of this CDP.

3.1.3. Residential/Shopping District

- 3.1.3.1. Multiple dwellings
- 3.1.3.2. Eating establishments, including the sale of beer, wine, and alcohol in accordance with Section 3.6 herein, and/or that have live entertainment, and/or establishments that are portable (i.e. not permanent)
- 3.1.3.3. Retail sales establishments, excluding the sale of beer, wine, and alcohol except those uses identified in accordance with Section 3.6 herein, including those greater than 20,000 square feet of gross floor area
- 3.1.3.4. Personal services, excluding tattooing, piercing, palm-reading, or similar services
- 3.1.3.5. Outdoor seating and tables (including those intended to be used for consumption of food and beverages) subject to Section 5.2
- 3.1.3.6. Movie theater and/or live theater
- 3.1.3.7. Recreational facilities, privately operated, including those greater than 20,000 square feet in gross floor area
- 3.1.3.8. Emergency generators and associated use and storage of diesel fuel for up to 12 generators on the main project site in accordance with Sheet G6.07 of the Project Plans and the Hazardous materials information forms, generator supplemental forms (dated August 8, 2022), and agency referral forms. Generator size, type, and locations shall be substantially in conformance with the Project Plans and supporting documents and shall comply with the requirements of the San Mateo County Environmental Health Services Division, Menlo Park Fire Protection District, West Bay Sanitary District, and the City of Menlo Park Building and Planning Divisions.
- 3.1.3.9. Bonus level development (e.g. height, density, and intensity) in accordance with Sections 16.43.040(10) and 16.43.080 or 16.45.040(10) and 16.45.060 of the Zoning Ordinance.
- 3.1.3.10. Public utilities, in accordance with Chapter 16.76 of the Zoning Ordinance. Any above ground utilities or appurtenances shall be screened with appropriate fencing, mesh enclosures, and/or like materials compatible with surrounding improved environment, or painted with appropriate colors compatible with surrounding improved environment.
- 3.1.3.11. Open space, private and publicly accessible, in accordance with Zoning Ordinance Sections 16.43.130(4) and 16.45.120(4)
- 3.1.3.12. Local events including but not limited to farmers' markets, movie nights, concerts, community block parties, and food trucks, provided the activities comply with Chapter 8.06 (Noise) of the Municipal Code and provided that such events that require the use of City public services (e.g. police monitoring or control, street closure, traffic control, parking needs that will exceed capacity of the venue, or interfere with normal use and operation of right-of-ways for travel) require a special event permit, per Chapter 8.60 of the Municipal Code.
- 3.1.3.13. Private special events not to exceed 26 in a calendar year, subject to Section 5.3, provided that private events that require the use of City public services (e.g. police monitoring or control, street closure, traffic control, parking needs that will exceed capacity of the venue, or interfere with normal

use and operation of right-of-ways for travel) require a special event permit, per Chapter 8.60 of the Municipal Code.

- 3.1.3.14. Parking structures, above and below-grade
- 3.1.3.15. Temporary dialysis center consistent with the improvements depicted on Conceptual Dialysis Center Temporary Location Sheet in Exhibit 5.
- 3.1.3.16. Cellular telecommunications facilities provided the facilities are fully screened and/or integrated into a building or site feature and the facilities comply with all applicable Federal and State regulations
- 3.1.3.17. Other uses determined by the Community Development Director to be similar and compatible uses based on the following criteria:
 - The activities involved in or equipment or materials employed in the use are the same or substantially similar to the uses expressly authorized by this CDP;
 - The use is compatible with surrounding uses; and
 - The use is consistent with the stated purpose of this CDP.

3.1.4. Campus District

- 3.1.4.1. Administrative and professional offices (including amenity uses) and accessory uses, including those greater than 250,000 square feet in gross floor area:
 - Office amenity uses intended to serve employees, contractors, and visitors, including, without limitation, the following facilities to serve on-site workers and visitors: food service facilities, fitness facilities, personal services (excluding tattooing, piercing, palm-reading, or similar services), and wellness facilities (including medical and dental), provided that ATMs, dry cleaners, and massage facilities are not permitted in the office amenity space, and permanent third-party branded eating establishments as well as permanent third-party branded retail are not permitted in the office amenity space, except for private special events permitted by this CDP. Nothing in this Section 3.1.4.1 limits retail uses that are open to the public.
 - Accessory uses include, without limitation, the following types of spaces: meeting/collaboration space, orientation space, training space, event space, breakout space, incubator space, a business center, event building (including pre-function space, collaboration areas, and meeting/event rooms), a visitor center, experience center, production/demonstration areas, a film studio, catering and culinary spaces affiliated with accessory uses, gathering spaces, terraces and private gardens, and space for other accessory uses
- 3.1.4.2. Eating establishments, including the sale of beer, wine, and alcohol in accordance with Section 3.6 herein, live entertainment, and/or establishments that are portable
- 3.1.4.3. Personal services, excluding tattooing, piercing, palm-reading, or similar services
- 3.1.4.4. Outdoor seating and tables (including those intended to be used for consumption of food and beverages) subject to Section 5.2.

- 3.1.4.5. Emergency generators and associated use and storage of diesel fuel for up to 12 generators on the main project site in accordance with Sheet G6.07 of the Project Plans and the Hazardous materials information forms, generator supplemental forms (dated August 8, 2022), and agency referral forms. Generator size, type, and locations shall be substantially in conformance with the Project Plans and supporting documents and shall comply with the requirements of the San Mateo County Environmental Health Services Division, Menlo Park Fire Protection District, West Bay Sanitary District, and the City of Menlo Park Building and Planning Divisions.
- 3.1.4.6. Bonus level development (e.g. height, density, and intensity) in accordance with Sections 16.43.040(10) and 16.43.060 and/or 16.45.040(10) and 16.45.060 of the Zoning Ordinance.
- 3.1.4.7. Public utilities, in accordance with Chapter 16.76 of the Zoning Ordinance. Any above ground utilities or appurtenances shall be screened with appropriate fencing, mesh enclosures, and/or like materials compatible with surrounding improved environment, or painted with appropriate colors compatible with surrounding improved environment.
- 3.1.4.8. Open space, private and publicly accessible, in accordance with Zoning Ordinance Sections 16.43.130(40) and 16.45.120(4).
- 3.1.4.9. Local events including but not limited to farmers' markets, movie nights, concerts, community block parties, and food trucks, provided the activities comply with Chapter 8.06 (Noise) of the Municipal Code, and provided that such events that require the use of City public services (e.g. police monitoring or control, street closure, traffic control, parking needs that will exceed capacity of the venue, or interfere with normal use and operation of right-of-ways for travel) require a special event permit per Chapter 8.60 of the Municipal Code.
- 3.1.4.10. MCS Community Events as defined in Section 5.3.I of the Development Agreement
- 3.1.4.11. Private special events subject to the Event Management Plan (provided the activities comply with Chapter 8.06 (Noise) of the Municipal Code and do not require the use of City public services (e.g. police monitoring or control, street closure, traffic control), and do not require parking needs that will exceed capacity of the venue, or interfere with normal use and operation of right-of-ways for travel) including:
 - Multiple day private special events located primarily indoors, without a special event permit
 - Private special events with attendance expected to exceed 150 people that will use the Elevated Park (limited to 26 per year), without a special event permit provided the noise limits of Chapter 8.06 are complied with.
 - Private special events as provided in a special event permit approved by the City, as outlined in Chapter 8.60 of the Municipal Code
- 3.1.4.12. Parking structures, above and below-grade
- 3.1.4.13. Cellular telecommunications facilities
- 3.1.4.14. Other uses determined by the Community Development Director to be similar and compatible uses based on the following criteria:

- The activities involved in or equipment or materials employed in the use are the same or substantially similar to the uses expressly authorized by this CDP;
- The use is compatible with the surrounding uses; and
- The use is consistent with the stated purpose of this CDP.

- 3.2. Additional Permitted uses on the Project Site: All permitted uses listed in the O and R-MU zoning districts unless superseded by this CDP.
- 3.3. Additional administratively permitted uses on the Project Site: All administratively permitted uses listed in the O and R-MU zoning districts, and not specifically authorized by Section 3.1, are permitted with an administrative permit.
- 3.4. Additional special uses on the Project Site: Special uses in accordance with Chapter 16.78 and not specifically authorized by Section 3.1 herein are permitted with a use permit.
- 3.5. Additional conditionally permitted uses on the Project Site: All Conditionally permitted uses listed in the O and RMU zoning districts, and not specifically authorized by Section 3.1 herein, are permitted with a use permit.
- 3.6. Beer, Wine, and Alcohol Uses: Beer, wine, and alcohol uses shall be permitted as provided in sections 3.6.5, 3.6.6, and 3.6.7, subject to receipt of all required permits from the Bureau of Alcoholic Beverage Control (ABC). All other beer, wine, and alcohol uses shall require an administrative or use permit per the requirements of Zoning Ordinance Chapters 16.43 and 16.45.
- 3.6.1. Any citation or notification of violation by the ABC of the applicable ABC permit shall be grounds for suspension or revocation of the administrative/conditional use permits granted to the applicable user.
- 3.6.2. Prior to building permit issuance, the applicant shall comply with the applicable requirements of the Building Division, Engineering Division, and Transportation Division that are directly applicable to the sale of beer, wine, and alcohol.
- 3.6.3. A minimum of 90 days prior to the commencement of any sale of beer, wine, and alcohol for uses permitted through this CDP, the applicant shall submit documentation of an application for the permit with the ABC, a site plan and floor plan/seating plan, and project description letter for review and approval of the Community Development Director and the Chief of Police or their designee for conformance with this CDP, and compliance with the City of Menlo Park Municipal Code.
- 3.6.3.1. The submittal materials shall identify the location of alcohol use/sale/storage, barriers to define the extent of the alcohol use/service, and

hours of operation, and any other information deemed necessary to evaluate the design appropriateness, conformance with this CDP, and compliance with the City of Menlo Park Municipal Code of the request as determined by the Community Development Director or Chief of Police or their designees.

3.6.4. The City shall track the number of active licenses within the Project site using the tracking matrix dated June 23, 2022 and on file with the City.

3.6.5. Town Square District

3.6.5.1. *Hotel*

Maximum of four ABC licenses, provided all requirements of the California ABC and City are met. If the ABC determines that a public convenience and necessity finding is required, the Planning Commission shall review the request through an administrative permit or use permit based on license type and request, in accordance with the requirements of the Zoning Ordinance.

- Hotel operations including in-room mini-bar, pool, lounges
- Off-site sale of beer, wine, and alcohol for a hotel gift shop within the hotel
- Eating Establishments (e.g. bona fide eating place) including beer, wine and alcohol
- Drinking Establishments (e.g. bar or tavern) including beer, wine and alcohol
- Special events including beer, wine, and alcohol (e.g., events in conferences rooms, ballroom space, outdoor locations)

3.6.5.2. *Town Square*

Maximum of three ABC licenses for uses identified below for the Town Square District, excluding off-sale and on-sale public premises (e.g. bar or tavern) and not including ABC licenses associated with the hotel, provided all requirements of the California ABC and City are met. If the ABC determines that a public convenience and necessity finding is required, the Planning Commission shall review the request through an administrative permit or use permit based on license type and request, in accordance with the requirements of the Zoning Ordinance.

- Eating Establishments (e.g. bona fide eating places) including beer, wine and alcohol
- Local events including beer and wine only (farmer's market, art festival, etc.)

3.6.6. Residential/Shopping District

Maximum of eight ABC licenses for Residential/Shopping District, excluding off-sale and on-sale public premises (e.g. bar or tavern), provided all

requirements of the California ABC and City are met. If the ABC determines that a public convenience and necessity finding is required, the Planning Commission shall review the request through an administrative permit or use permit based on license type and request, in accordance with the requirements of the Zoning Ordinance.

3.6.6.1. *Grocery Store*

- Off-site sale of beer, wine, and alcohol for full service grocery stores greater than 20,000 square feet
- Tasting Room: On-site consumption of sample amounts of beer and wine in a restricted area inside the grocery store, proximate to the alcoholic beverage section. The tasting room must be enclosed by a wall and shall not include seating.
- Micro-Brewery or Café, including beer and wine only.

3.6.6.2. *Ground Floor Retail*

- Eating Establishments (e.g. bona fide eating places) including beer, wine and alcohol

3.6.6.3. *Community Park*

- Local events including beer and wine only (farmer's market, art festival, etc.)

3.6.7. Campus District

Maximum of four ABC licenses for Campus District, excluding off-sale and on-sale public premises (e.g. bar or tavern), provided all requirements of the California ABC and City are met. If the ABC determines that a public convenience and necessity finding is required, the Planning Commission shall review the request through an administrative permit or use permit based on license type and request, in accordance with the requirements of the Zoning Ordinance

3.6.7.1. *Campus District Retail*

- Eating Establishments (e.g. bona fide eating places) including beer, wine and alcohol

3.6.7.2. *Meeting and Collaboration Space and Other Accessory Space*

- Special events including beer, wine, and alcohol

3.6.7.3. *Elevated Park*

- Special events including beer and wine only

3.6.7.4. *Main Street*

- Local events including beer and wine only (farmer's market, art festival, etc.)

4. MODIFICATIONS TO O AND RMU DISTRICT REQUIREMENTS AND SIGNAGE REGULATIONS

4.1. Unless enumerated in this section, each building within the Project Site shall comply with the requirements of the O (Office) and R-MU (Residential Mixed-Use) zoning districts. Where a standard or requirement listed below is inconsistent with the Zoning Ordinance, the standard in this CDP takes precedence. In accordance with Zoning Ordinance Section 16.82.050, this CDP authorizes the following modifications (“**Modifications**”) to the City Zoning Ordinance requirements of the RMU and O districts, which are included in the Zoning Ordinance Modification Request dated September 2, 2022:

4.2. Parcel 1 (Hotel)

4.2.1. No building modulations required along Willow Road or Main Street facades.

4.2.2. Required setback of 10 feet; allow Shade trellis and parapet within setback zone(s).

4.2.2.1. Roof trellises within the setback area shall be included in the calculation of height (maximum and average) for the building.

4.2.3. No public entrances required along Willow Road or Main Street facades. Allow public entrances along West Street.

4.2.4. Minimum setback from back of public easement to be 1 foot, 6 inches for Willow Road

4.2.5. Along Willow Road, allow maximum building projection to extend 4 feet, 6 inches from the required setback.

4.2.6. Along West Street, allow maximum building projection to extend 8 feet from the required setback.

4.2.7. Allow 40% Ground Floor transparency along West St.

4.2.8. Allow 15% frontage landscaping.

4.2.9. Maximum setback of 30 feet along Hotel Service Road.

4.2.10. Maximum setback of 50 feet along West Street.

4.3. Parcel 1 (MCS)

4.3.1. No building modulations required along North Loop Road.

4.3.2. No building setback or stepback required along North Loop Road.

4.4. Parcel 1 (Office)

4.4.1. No stepbacks required for office garages; stepback required at a height not to exceed 70 feet for 30% of office building facades.

4.4.2. Office buildings 02, 03, 05 and 06 stepback required at a height not to exceed 70 feet and garages not required to have stepbacks or a base height.

4.4.3. Office buildings may have a consistent roofline without modulation.

4.4.4. No requirement for above ground garages to be screened or located behind buildings;

4.4.5. No building entrances required for office buildings along East Loop Road and South Garage.

4.4.6. Allow garage facades along East Loop Road and Main Street to have a minimum modulation of one per 200 feet.

4.5. Parcel 1 (Town Square)

4.5.1. Allow 75 feet maximum length Ground Floor pedestrian pass-through at grade level along Main Street façade, with a minimum of one per facade.

4.5.2. Buildings less than three stories may have a consistent roofline without modulation.

4.5.3. Maximum setback from public easement or property line to be 32 feet along West Street and Main Street.

4.6. Parcel 2

4.6.1. Allow for (i) Maximum base height (including 10-foot increase within the flood zone) to be 71 feet above average natural grade and (ii) roof trellises within stepback areas.

4.6.1.1. Roof trellises within the stepback area shall be included in the calculation of height (maximum and average) for the building.

4.6.2. Major modulation on Park St. to be a minimum of 8 feet deep.

4.6.3. Two-way garage entrances may be up to 30 feet wide.

4.6.4. Spacing can be up to 138 feet between two building entrances and up to 200 feet from corner to building entrance.

4.6.5. Roof modulation not required for the West St. and Main St. elevations.

4.6.6. No façade minor modulations are required on the Willow Road elevation.

4.7. Parcel 3

4.7.1. Maximum Base Height (including 10-foot increase within the flood zone) to be up to 70 feet above average natural grade.

4.7.2. Allow for (i) stepbacks of 8 feet minimum depth, (ii) projections into stepback area, and (iii) projections (awnings) of up to 8 feet.

4.7.3. Maximum allowable building height of 85 feet.

4.7.4. Allow grouped vehicle access locations along Center Street and West Street, without the minimum separation distance.

4.7.5. Allow for (i) major modulations along Main Street to be between 5 feet and 6 feet deep, (ii) major modulations along Center Street to begin at Level 3.

4.7.6. Building may have consistent roofline without modulation.

4.7.7. Maximum setbacks on Main Street to be 75 feet.

4.8. Parcel 4

4.8.1. Maximum Base Height (including 10-foot increase within the flood zone) to be up to 70 feet above natural grade.

4.8.2. Minimum stepbacks of 6 feet; minimum stepback percentage to be 70% of the façade.

4.8.3. Minimum of one major modulation allowed per 250 feet of façade length.

4.8.4. Maximum of 115 feet spacing between minor modulations.

4.8.5. Minimum height between ground-level finished floor to second-level finished floor along street to be 18 feet.

4.9. Parcel 5

4.9.1. Maximum base height (including 10-foot increase within the flood zone) to be up to 70 feet.

4.10. Parcel 6

4.10.1. Minimum setback of 5 feet.

4.10.2. No minor modulation requirement along Park Street façade for levels 3-6.

4.10.3. Maximum base height (including 10-foot increase within the flood zone) to be 60 feet above average natural grade.

4.10.4. Roof modulations may be between 2 feet and 3 feet.

4.11. Parcel 7

4.11.1. Minimum setback of 8 feet.

4.11.2. No minor modulation requirement on Park Street.

4.11.3. Building may have consistent roofline without modulation.

4.11.4. Provide approximately 38 of the total required 60 parking spots in a shared arrangement with Parcel 6.

4.11.5. Allow (i) 0.5:1 covered bicycle parking and (ii) 10% additional short-term bicycle parking of the provided long-term spaces.

4.11.6. Allow biotreatment planting adjacent to building frontage.

4.12. Transportation Demand Management

4.12.1. The trip reduction requirement through TDM for the Project shall require a minimum a 20 percent reduction from gross Institute of Traffic Engineers (ITE) Trip Generation Rates for the mixed-use component of the Project (i.e., the Town Square and Residential/Shopping Districts combined), and compliance with the Trip Cap for the Office Campus (defined below).

4.13. Recycled Water Use

4.13.1. Temporarily defer enforcement of the Zoning Ordinance Sections 16.43.140(3)(E) and 16.45.140(3)(E) potable water demand reduction requirements until the earlier of the date recycled water is available to

meet the project's nonpotable water demand, or the date specified in the project's development agreement by which the project is required to begin utilizing recycled water for nonpotable uses.

4.13.2. During the period of deferred enforcement, the project will implement a water conservation plan approved by the city that shall be submitted to the Planning Division 120 days prior to the granting of occupancy for the first building and shall be approved by the City's Public Works and Community Development Directors prior to the granting of occupancy for the first building.

4.14. Parking

4.14.1. Permit parking for senior units at a rate of 0.5 space per unit.

4.15. Signage

4.15.1. Authorize signage on the main Project Site pursuant to a Master Sign Program to identify the maximum permitted signage by parcel/building and develop sign design guidelines in lieu of compliance with the requirements of Municipal Code Chapter 16.92 and Sections 16.43.120(3) and 16.45.120(3), subject to review and approval of the Master Sign Program by the Planning Commission.

5. PERFORMANCE STANDARDS

5.1. Live Entertainment

5.1.1. The following standards apply to the Town Square and Residential/Shopping Districts. These standards exclude special events that are addressed under subsection 5.3 Special Events.

5.1.2. Live entertainment shall be confined to the tenant space and outdoor seating areas and shall not exceed the permitted occupancy. Sounds shall not exceed the Menlo Park Municipal Code, Chapter 8.06 (Noise). Live entertainment shall be limited to tenant's hours of operation.

5.2. Outdoor Seating

5.2.1. Outdoor Seating is permitted throughout the main Project Site. The following performance standards apply to Outdoor Seating within the Town Square District and Residential/Shopping District and adjacent to the publicly accessible retail in the Campus District. If desired by the tenant, or if required by other regulatory agencies with jurisdiction, Outdoor Seating shall be enclosed by a fence or

containment. A building permit may be required for certain features associated with the Outdoor Seating.

- 5.2.2. Outdoor Seating areas shall be limited to use at eating and/or drinking establishments.
- 5.2.3. Outdoor Seating areas shall be adjacent to the building they serve. Sidewalk seating areas shall not exceed the frontage of the business that they serve.
- 5.2.4. Outdoor Seating areas shall not encroach into publicly accessible open spaces unless the outdoor seating is open to the public and not controlled by a private business.
- 5.2.5. Outdoor Seating areas shall comply with all applicable provisions of the Americans with Disabilities Act (ADA) and state and local implementing regulations and the universal access requirements of the California Building Code.
- 5.2.6. No outdoor preparation of food or beverages is permitted in Outdoor Seating areas, except as permitted for outdoor propane barbeques pursuant to California Health and Safety Code.
- 5.2.7. Portable toilets are not permitted in Outdoor Seating areas, except as authorized through a temporary event or use permit pursuant to Municipal Code Section 8.06.060.
- 5.2.8. Outdoor Seating areas shall not obstruct or restrict access to public utilities.
- 5.2.9. Tables, chairs, and any other furniture/fixtures placed within Outdoor Seating areas shall not obstruct or block access to fire protection equipment.
- 5.2.10. All fixtures, furniture, and structures in Outdoor Seating areas shall comply with the following criteria:
 - 5.2.10.1. Umbrellas/shade structures shall be compatible in design with the adjacent retail tenant's storefront. They shall not exceed 15 feet in height, shall be temporary/removable, and shall not block any path of travel.
 - 5.2.10.2. Table and chairs in Outdoor Seating areas shall be compatible in design with the adjacent retail tenant's storefront. They shall not extend beyond the tenant fencing/containment and shall not impede any path of travel.

- 5.2.10.3. Outdoor heaters, speakers, and lighting in Outdoor Seating areas shall be compatible in design with the adjacent retail tenant's storefront and shall not impede any path of travel.
- 5.2.10.4. All fixtures, furniture, and structures used in Outdoor Seating areas shall be of substantial construction to withstand outdoor use, and maintained in good condition, quality, and repair at all times.
- 5.2.10.5. Electric radiant heaters are allowed within Outdoor Seating areas. Natural or propane gas heaters are not permitted.
- 5.2.10.6. All exterior surfaces within Outdoor Seating areas shall be kept clean at all times.
 - 5.2.11. Outdoor Seating areas shall be on the same elevation as the adjacent sidewalk. Raised platforms are not permitted.
 - 5.2.12. Outdoor speakers for background music in Outdoor Seating areas will comply with Noise Ordinance Section 08.06.30.
 - 5.2.13. Fences or containment shall be decorative in nature and constructed from wrought iron, tubular steel, wood, or other mix of durable materials; shall not exceed 3 feet, 4 inches in height unless otherwise required by a regulatory agency (e.g. CA ABC); and shall not restrict pedestrian access into building entries, public path of travel, or other publicly accessible seating areas.
 - 5.2.14. Planters are encouraged in combination with fences. Planters shall be self-watering and designed to prevent irrigation runoff.
 - 5.2.15. Outdoor Seating shall not restrict bicycle and pedestrian access along street frontages.
 - 5.2.16. Outdoor Seating plans shall be submitted to the City for review and approval by the Planning and Engineering Divisions prior to installation of Outdoor Seating. These plans may be submitted concurrent with a building permit application, if required for the installation.

5.3. Special Events

- 5.3.1. Special events and temporary permits shall comply with Chapter 8.60 and Section 8.06.060 of the Menlo Park Municipal Code, except as provided below. Special events are permitted within the Town Square and Residential/Shopping Districts, including set up and break down, between the hours of 8am-10pm, every day of the week.

5.3.2. Town Square and Residential/Shopping Districts

- 5.3.2.1. Farmers market shall be limited to a total of 52 per calendar year.
- 5.3.2.2. All other community and private events shall be limited to a total of 52 per calendar year.
- 5.3.2.3. Emergency vehicle access routes through the Town Square shall be kept clear and unobstructed for the duration of any special event.

5.3.3. Campus District

- 5.3.3.1. Special Events within the Campus District shall be subject to the Event Management Plan, and shall not be subject to the provisions of section 5.3.2 above and not open to the general public.

5.3.4. Commercial Storefronts

- 5.3.4.1. Commercial storefronts are allowed customization based on the following criteria, subject to obtaining an administrative architectural control permit to be reviewed and granted by the Community Development Director or their designee concurrent with the building permit application, if applicable:

- The tenant is allowed to change or modify the façade materials and color from finished grade to the level 2 floor plate. All modifications shall be compatible with the architectural character.
- The tenant is allowed to change or modify the storefront glazing and entries to suit their program or brand. Rollup, sliding and swinging doors are allowed.
- The tenant is allowed to change or modify the awnings at their lease space.
- The tenant is allowed to change or modify the exterior lighting with their lease space. All lights shall be LED with a maximum color temperature of 3000k. Downlights may be added to awning. Lighting shall be concealed within structure of awning and match in color.

- 5.3.4.2. Decorative commercial string lights are allowed in conjunction with outdoor seating areas only. Lights shall be commercial grade and suitable for exterior applications. Lights need to be hardwired to a power source. Extension cords are allowed. Lights shall be LED with a maximum color temperature of 3000k.

- 5.3.4.3. All commercial signage is governed by the Willow Village Master Sign Program.

5.4. Pump Station Screening

5.4.1. The pump station and supporting equipment will require screening and sound attenuation per the following criteria:

5.4.1.1. The pump station and supporting equipment shall be located within an enclosure that is architecturally compatible to the adjacent buildings and landscape context.

5.4.1.2. The pump station enclosure shall be made of a material and color that recedes into the landscape.

5.4.1.3. The pump station enclosure shall be designed with a minimum setback of 8' from all adjacent walks or other pedestrian areas.

5.4.1.4. The pump station enclosure shall be at a minimum to the height of the equipment, and be fully covered provided the enclosure meets the requirements of the West Bay Sanitary District.

5.4.1.5. The enclosure shall be designed with sound attenuation to comply with Chapter 8.06 of Menlo Park's Municipal Code.

5.4.1.6. The pump station enclosure shall be screened from pedestrian walks, plazas, and view with adequate vegetation.

6. **SIGNS**

6.1. Master Sign Program. The Project shall comply with Chapter 16.92 of the Zoning Ordinance or submit a project-specific Master Sign program which shall be subject to review and approval by the Planning Commission prior to installation of any onsite mixed use or commercial signage.

6.1.1. The Master Sign Program shall identify the maximum square footage of signage for each parcel/building within the project site and set design guidelines for signage.

7. **RECORDATION AND EFFECTIVE DATE**

7.1. The Willow Village CDP shall be recorded in the Official Records of the County of San Mateo, State of California.

7.2. The Willow Village CDP shall be in full force and effect on the effective date of the ordinance approving the CDP.

8. **CHANGES TO CONDITIONAL DEVELOPMENT PERMIT**

8.1. Changes to this CDP (including the Project Plans) shall be processed at the written request of the Property Owner with all applicable plans and fees, to the Planning Department for review as follows:

8.1.1. Substantially Consistent Changes are made at the staff level and include any modifications that Property Owner makes or proposes to make to this CDP (including the Project Plans) that are in substantial compliance with and/or substantially consistent with the Project approvals based on the determination that the proposed change(s) is consistent with other building and design elements of the CDP, and will not have an adverse impact on the character and aesthetics of the Property. The determination as to whether a requested change is a Substantially Consistent Change will be made by the Community Development Director (in his/her reasonable discretion). Substantially consistent changes do not affect permitted uses, the density or intensity of uses, restrictions and requirements relating to subsequent discretionary actions, monetary obligations, or conditions or covenants limiting or restricting the use of the Property or similar material elements. The Community Development Director or his/her designee shall act on Substantially Consistent Changes administratively, without public notice or hearing.

8.1.2. Minor Changes are any modifications that Property Owner makes or proposes to make to this CDP (including the Project Plans) that are made at the staff level, but the Planning Commission is provided information regarding these changes. The determination as to whether a requested change is a Minor Change is determined by the Community Development Director (in his/her reasonable discretion). A Minor Change is similar in nature to a Substantially Consistent Change, except that Minor Changes are more visible to the general public and result in minor exterior changes to the Project aesthetics (e.g. site layout, location of uses, etc.). Any member of the Planning Commission may request within seven days of receipt of the informational notice that the item(s) be reviewed by the Planning Commission to determine whether the proposed changes are considered a Minor Change. If the Planning Commission does not request review, the Community Development Director or his/her designee shall act on Minor Changes administratively.

8.1.3. Major Changes are any modifications that Property Owner makes or proposes to make to this CDP (including the Project Plans) that do not constitute Substantially Consistent Changes or Minor Changes. Major Changes are reviewed by the Planning Commission as a Regular Business item, and publicly noticed. Major Changes include, but are not limited to, significant changes to the exterior appearance of the buildings or appearance of the Property, changes to the project plans (e.g. site access, roadway and pedestrian/bicycle infrastructure

design, etc.), which are determined by the Community Development Director (in his/her reasonable discretion) to not constitute Substantially Consistent Changes or Minor Changes to the Conceptual Plans and this CDP. The Planning Commission's decision shall be based on the determination that the proposed modification is compatible with other building and design elements or onsite/offsite improvements of the CDP and would not have an adverse impact on safety and/or the character and aesthetics of the site. Planning Commission decisions on Major Changes may be appealed to the City Council. City Council shall have final authority to approve Major Changes.

8.1.4. Changes for Project Variants are permitted subject to staff review of the resulting on site changes to the Project Plans and this CDP. The Project Variants are permitted without any additional discretionary actions by the City. The following process for the on-site changes are required:

8.1.4.1. If the Willow Road Tunnel is removed, the on-site changes would be reviewed as a Substantially Consistent Change or Minor Change depending on the scope of the changes. No further discretionary review of the Willow Road Tunnel is required. To ensure the community is aware of the removal of the Willow Road Tunnel, the Community Development Director shall notify the Planning Commission and City Council of this change for informational purposes only.

8.1.4.2. If the applicant does not receive outside agency approval to realign Hamilton Avenue, the associated on-site revisions to the proposed project would be reviewed through an ACP. The review would be limited to the on-site changes based on the revised circulation and locations of building/site features.

8.1.5. Architectural Control Plans (ACPs) for future buildings and site features (e.g. publicly accessible park and dog park) are required for each individual building/site. The Planning Commission shall review the ACPs through an architectural control application. The Applicant is required to submit an architectural control application and pay all applicable fees for the Planning Division's review of the proposed ACPs, subject to review and approval by the Planning Commission. The Planning Commission's action will be based on substantial conformance with this CDP and the required findings for architectural control, as enumerated in Chapter 16.68.020 (Architectural Control) of the Zoning Ordinance.

8.1.6. Amendments to this CDP (including the Project Plans) that involve material relaxation of the development standards identified in Section 2, material changes to the uses identified in Section 3,

exceedance of the signage maximum square footages identified in the Master Sign Program pursuant to Section 6, or material modifications to the conditions of approval identified in Sections 10 through 21 (in each case, other than changes deemed to be Substantially Consistent Changes pursuant to Section 8.1.1, Minor Changes pursuant to Section 8.1.2, or Major Changes pursuant to Section 8.1.3), constitute CDP amendments that require public hearings by the Planning Commission and City Council. Such revisions might also require modifications to the Project Plans and/or Willow Village Development Agreement. Any application for amendment to the CDP shall be made by the Property Owner, in writing with all applicable plans and fees, to the Planning Department for review and recommendation by the Planning Commission at a public hearing. The Planning Commission shall forward its recommendation to the City Council for action on proposed amendment(s) to the CDP.

9. TRANSPORTATION MEASURES

- 9.1. Consistent with the Project proposal and to minimize environmental and community impacts resulting from utilization of the Project Site, Property Owner shall enforce a trip cap ("**Trip Cap**") for the Campus District.
- 9.1.1. Trip Cap: The Property Owner shall comply with the Trip Cap, which sets the maximum number of morning and evening peak vehicle trips and daily vehicle trips for the Campus District, as set forth in Exhibit 3.
- 9.1.2. Monitoring: The Property Owner shall comply with the parameters and requirements of the Trip Cap as specified in the Willow Village Campus District Trip Cap Monitoring and Enforcement Policy. The Trip Cap applies to the Campus District only.
- 9.1.3. Implementation: The Trip Cap counting equipment shall be installed in good working order prior to issuance of a certificate of occupancy for the first office building, unless otherwise approved, to the satisfaction of the Public Works Director.
- 9.2. The Property Owner shall implement the Willow Village Transportation Demand Management (TDM) Plan, which includes TDM components for the Campus District and the Town Square and Residential/Shopping Districts.
- 9.2.1. Monitoring: The Property Owner shall comply with the Willow Village TDM Compliance Plan which provides recommendations regarding annual monitoring provisions for the Campus District and the Town Square and Residential/Shopping Districts, including the additional residential trip reduction required by the Mitigation Monitoring and Reporting Program for the Project. The Campus

District shall be monitored daily through the Trip Cap and the Town Square and Residential/Shopping Districts shall be monitored annually. The Property Owner shall document compliance with the trip reduction requirements of this CDP through the TDM Compliance Plan in Exhibit 4.

9.3. The Property Owner shall comply with EIR Mitigation Measure TRA-2, which requires the residential land use of the Project to achieve a 36% reduction from gross ITE trip generation rates (resulting in a total of 6,023 average daily trips for the residential uses).

9.3.1. Monitoring: The Property Owner shall comply with the Village TDM Compliance Plan.

10. CONSTRUCTION PERMITS SEQUENCING:

10.1. The following outlines the basic sequencing of site development construction permits related to the Project. Completion of each site development phase (e.g., the Voluntary Remediation Work, the Site Improvement Work, etc.) is determined by the scope of the approved improvement plans. Completion of the site improvements to City standards is necessary prior to the dedication and acceptance of the public improvements. Upon Applicant's/Property Owner's completion of public infrastructure, Applicant/Property Owner shall offer for dedication to City such public infrastructure as completed, and City shall promptly accept the completed public infrastructure and release to Applicant/Property Owner any bonds or other security posted in connection with performance thereof in accordance with the terms of such bonds, and thereafter City shall maintain the public infrastructure. Applicant/Property Owner may offer dedication of public infrastructure, as identified in the Site Improvement Plans, in phases and the City shall not refuse to accept such phased dedications or refuse phased releases of bonds or other security so long as all other conditions for acceptance have been satisfied. Circulation improvements providing access to the Project Site as well as on-site access improvements as documented within the approved improvement plans shall be completed prior to the issuance of any temporary or initial Certificate of Occupancy for buildings within the applicable phase.

10.2. Implementation of Willow Village anticipates two overarching construction work phases. The initial efforts pertain to construction of Site Improvements, per Sections 10.2.1-10.2.4 below, primarily comprised of project serving infrastructure improvements, documented in Improvement Plan Sets (Plans, Specifications and Estimates). The second phase of project implementation pertains to the construction of vertical/building improvements. The construction of vertical improvements may overlap with completion of Site Improvements; however, building final permit sign-off/Certificate of Occupancy is dependent on the completion of the Site Improvements associated with the Map Phase in which the subject Vertical improvements are located. At Applicant's election, Improvement Plan sets may be prepared and submitted for plan check and approval as independent plan sets in the following formats:

- 10.2.1. Demolition Plans of existing improvements
- 10.2.2. Grading Plans

- 10.2.3. Streets, Utilities and Streetscape Improvements
- 10.2.4. Park and Open Space Improvements

10.3. At Applicant's election, plan check and issuance of building permits, may be processed in incremental submittals such as the following, subject to review and acceptance of the Building Division:

- 10.3.1. Civil Engineering, grading, utilities
- 10.3.2. Foundation design including piles and pile caps, if proposed
- 10.3.3. Structural design
- 10.3.4. Core and Shell
- 10.3.5. Interior improvements
- 10.3.6. Site improvements and landscaping

10.4. Voluntary Remediation Work

10.4.1. Implementation of Removal Action Workplan ("RAW") The primary objective of the RAW is to evaluate potential management practices with the proposed plans to redevelop the Project Site with residential use while protecting the health of future occupants/users. The California Department of Toxic Substances Control (DTSC) approved RAW identifies a preferred removal action most appropriate for the Residential/Shopping District of the Site, as prior remedial actions did not anticipate residential land uses. It is anticipated that DTSC will approve the RAW upon certification of the Willow Village EIR. The applicant is required to implement the remedial actions identified in the final approved RAW prior to issuance of any building or encroachment permits from the City for the Project. Documentation of an approved RAW shall be provided to the Building Division prior to issuance of any building permits for the Project

10.4.2. Site Management Plan ("SMP") The purpose of the SMP is to establish appropriate management practices/protocols for handling impacted soil, soil vapor, and ground water that may be encountered during development activities. It is anticipated that DTSC will approve the SMP upon the certification of the Willow Village Project EIR. The applicant shall implement the management practices and protocols of the SMP during Project construction. Documentation of an approved SMP shall be provided to the Building Division prior to issuance of any building permits for the Project.

10.4.3. In the event remedial efforts are not completed during the grading phase, and DTSC allows for phased remediation, then as part of each complete building permit application submittal, the grading plans shall document any necessary soil remediation efforts in compliance with the approved site management plan and work plans by DTSC. These plans shall be submitted to the City for reference purposes. Any excavation related to soils remediation shall require issuance of a

building permit from the City. DTSC approval of remediation shall be provided to the Building Division prior to issuance of any building permits.

- 10.4.4. Vapor Intrusion Mitigation Plan (VIMP) The purpose of the VIMP is to identify the measures that will be implemented for the planned development to effectively eliminate potential vapor intrusion concerns into future buildings. The VIMP is building specific to identify measures that will be implemented by building and is reviewed and approved by DSTC prior to the issuance of building permits. Documentation of DTSC review and approval shall be provided to the Building Division prior to building permit issuance. The VIMP plans shall be incorporated for “reference only” into applicable building permit plan sets.

10.5. Subdivision Mapping and Project Serving Improvements

- 10.5.1. Willow Village proposes a two-step subdivision approach to facilitate the development of the Project. The initial subdivision consists of a Large Lot Parcel Map “A” Map. The primary purpose of the “A” Map is to create legal parcels for potential financing and conveyance purposes, but that are not buildable, reserve and offer for dedication future public rights of way and public easements and provide project serving backbone infrastructure improvements consisting of grading plans, street improvements, utility improvements and streetscape improvements. The “A” map may be filed in multiple maps. The subsequent subdivision process that creates buildable parcels is referred to as a “B” Map. Both Parcel and Final Maps are anticipated to create buildable parcels within the Office District/Town Square District and Residential/Shopping District. All obligations specific to each Parcel or Tract Map are documented as conditions of approval to each map. In the event the required project serving improvements are not completed prior to approval and recordation of the Parcel Map or Final Map, the subdivider shall enter into a Public/Subdivision Improvement Agreement with the City of Menlo Park and provide the appropriate amount of surety guaranteeing the completion of said improvements to the satisfaction of the City Engineer.

- 10.5.2. The Applicant shall submit for a Final Map/Parcel Map for the “A Map” to the Public Works Department for review and approval, documenting compliance with the Vesting Tentative Map.

- 10.5.3. The Applicant shall submit public improvement plans prior to or concurrent with the Final Map/Parcel Map for the “A Map” subject to review and approval of the Engineering, Building, and Planning Divisions.

10.5.4. The Applicant shall construct the public improvements/backbone infrastructure in compliance with the conditions of approval for the Vesting Tentative Map

10.5.5. The Applicant shall coordinate the public improvement plans/backbone infrastructure and the Final Map plans with the Hamilton Avenue Parcels Vesting Tentative Map and associated public improvement plans.

10.6. Willow Road Tunnel

10.6.1. This CDP approves the Willow Road Tunnel Variant in addition to the Project, subject to the review process for on-site changes outlined in Section 8 of this CDP. In the event the Applicant proposes to construct Willow Road Tunnel Improvements, the following process shall apply:

10.6.2. Applicant shall submit to the City Improvement Plans detailing the proposed Willow Road Tunnel consisting of vehicle travel lanes to accommodate bi-directional vehicular travel of Project Transit vehicles, separated pedestrian and bicycle lanes, portal improvements on eastern portion of the MPK 20 site connecting to Bayfront Expressway Tunnel and a tunnel approach consisting of dedicated bicycle and improvements within Willow Village Site.

10.6.3. Applicant shall submit Willow Road Tunnel Improvement Plans to the Community Development and Public Works Departments for review and preliminary design acceptance, prior to submittal to Caltrans and SamTrans.

10.6.4. Following City review and preliminary design acceptance, the Applicant shall submit Willow Road Tunnel Improvement Plans to Caltrans and SamTrans and apply for encroachment permit and/or other required approvals which may coincide with the City's more detailed building permit review of the Willow Road Tunnel Improvement Plans for the portions of the tunnel on private property (i.e. Project Site and West Campus).

10.6.5. Applicant shall process a Modification, as applicable, to the West Campus Conditional Development Permit for the portions of the tunnel portal and associated improvements on West Campus, which City shall approve if it substantially conforms to the Willow Road Tunnel Improvement Plans.

- 10.6.6. Applicant shall apply jointly with SamTrans to California Public Utilities Commission (CPUC) for a GO-88(b) authorization to permit an undercrossing below the Dumbarton Rail corridor.
- 10.6.7. Applicant shall submit documentation of Caltrans' approval of encroachment permit, the SamTrans approval of the encroachment permit, and CPUC's approval of a GO-88(B) authorization to the Public Works and Community Development Departments for review prior to approval and issuance of said Willow Road Tunnel Improvement Plans.
- 10.6.8. Applicant shall obtain necessary permits, at the Applicant's sole cost, from Caltrans and SamTrans and provide documentation to the Community Development and Public Works Departments prior to issuance of building permits for the tunnel approach and other improvements on private property, including the Project Site and the West Campus Site.
- 10.6.9. Public Access Easements: Concurrent with complete plan set submittal for construction of the Willow Road Tunnel, the Applicant shall submit a plat and legal description for a public access easement(s) on property it owns or controls for utilization of the Willow Road Tunnel to the satisfaction of the Public Works Director. The form of public access easement shall permit Applicant to establish reasonable rules and regulations governing its use and to temporarily suspend access to the Willow Road Tunnel in case of emergencies. The acceptance of the deed or dedication requires Menlo Park City Council approval prior to final inspection.
- 10.6.10. The Willow Road Tunnel shall be open 24 hours a day for bicyclists and pedestrian access, except when temporarily suspended in case of emergencies or maintenance. If the Willow Road Tunnel will be closed for planned maintenance the Applicant shall provide the Public Works Director with written notice 72 hours in advance.
- 10.6.11. Maintenance Agreement: Prior to approval of building permit final inspection for the Willow Road Tunnel, the Applicant shall enter into a Maintenance Agreement with the City to maintain the Willow Road Tunnel, including but not limited to typical cleaning and repairs, at the Applicant's sole cost.
- 10.6.12. Applicant is responsible for payment of Caltrans and Samtrans permitting, licensing, and other fees associated with the review and approval of the Willow Road Tunnel Improvement Plans.

10.7. Elevated Park Segment Over Willow Road

- 10.7.1. The Applicant shall submit to the City Improvement Plans depicting the segment of the Elevated Park that crosses Willow Road consisting of a raised landscaped park open to the public with stair and elevator access points on both sides of Willow Road connecting pedestrian and bicycle users.
- 10.7.2. Applicant shall submit Elevated Park Improvement Plans to the Community Development and Public Works Departments for review and preliminary design acceptance, prior to submittal for Caltrans.
- 10.7.3. Following City review and preliminary design acceptance, Applicant shall submit the Elevated Park Improvement Plans to Caltrans and apply for encroachment permit approvals which may coincide with the City's more detailed review of the Elevated Park over Willow Road Improvement Plans for compliance with the ACP for the Elevated Park.
- 10.7.4. Applicant shall submit documentation of Caltrans' approval of encroachment permit prior to the City approval of said Segment of the Elevated Park over Willow Road.
- 10.7.5. Applicant shall complete Segment of the Elevated Park over Willow Road Improvements prior to the issuance of the last Phase 2 building Certificate of Occupancy and permit sign off.
- 10.7.6. Maintenance Agreement: Prior to approval of building permit final inspection for the Elevated Park Segment over Willow Road, the Applicant shall enter into a Maintenance Agreement with the City to maintain the Willow Elevated Park Segment, including but not limited to typical cleaning and repairs, at the Applicant's sole cost.
- 10.7.7. Applicant shall obtain necessary permits, at the Applicant's sole cost, from Caltrans and other agencies that have jurisdiction and provide documentation to the Community Development and Public Works Departments prior to issuance of building permits for the segment of the Elevated Park spanning over Willow Road including other improvements on private property, including the Project Site and the Willow/Hamilton Parcel.
- 10.7.8. Public Access Easements: Concurrent with complete plan set submittal for construction of the Elevated Park, the Applicant shall submit a plat and legal description for a public access easement(s) on property it owns or controls to the satisfaction of the Public Works Director. The form of public access easement shall permit Applicant to establish reasonable rules and regulations governing its use and to temporarily suspend access to the Elevated Park in case of

emergencies. The acceptance of the deed or dedication requires Menlo Park City Council approval prior to final inspection.

10.7.9. Extensions: In the event construction of the Elevated Park is delayed due to circumstance outside of the Applicant's reasonable control, the Public Works Director may grant an extension based on substantial evidence from the Applicant that the delay is based on external circumstances, and the Applicant demonstrates a good faith effort to complete the improvements. Any extension would be based on an agreed upon timeline by the Public Works Director and the Applicant.

10.7.10. If the segment of the Elevated Park that crosses Willow Road is not approved by outside agencies prior to the development of Phase 2, Applicant shall have no further obligation to construct the segment of the Elevated Park over Willow Road and shall instead (1) pay a community amenity fee in the amount of Twenty Million Seven Hundred Thirty Eight Thousand Sixty-Two Dollars (\$20,738,062) and (2) ensure that the vertical transportation system (i.e., elevators, stairs, etc.) at the westerly side of the Elevated Park is located reasonably proximate to the eastern side of Willow Road, taking into account Project design and utility considerations, consistent with the requirements of the Willow Village Development Agreement.

10.8. Vertical Building Phase – The vertical building construction phasing shall conform to Exhibit D of the Development Agreement.

11. BIRD SAFE DESIGN

11.1. Bird-Safe Design: For purposes of addressing the potential for avian collision risk associated with the Project, the Project shall comply with the following:

11.1.1. The "beneficial project features" identified in the Willow Village Master Plan Bird-Safe Design Assessment prepared by H.T. Harvey & Associates for Peninsula Innovation Partners (October 19, 2021) ("**Bird-Safe Design Assessment**") as identified in Appendix A to the Bird-Safe Design Assessment.

11.1.2. City Bird-Safe Design Requirements

11.1.2.1. Except as provided in Section 11.1.2.2, the City Bird-Safe Design Requirements identified in Mitigation Measure BIO-1 of the ConnectMenlo: General Plan Land Use & Circulation Elements and M-2 Area Zoning Update Environmental Impact Report (ConnectMenlo EIR), certified by the City of Menlo Park in 2016 and codified in Sections 16.43.140(6) and 16.45.130(6) of the City's Municipal Code (collectively referred to as the "City Bird-Safe

Design Requirements”), as described in Sections 5.2.2.1, 5.3.2.1, 5.4.2.1, 5.5.2.1, and 6.2.2 of the Bird-Safe Design Assessment.

11.1.2.2. The Alternative Measures Proposed, as described in Sections 5.2.2.2, 5.3.2.2, 5.4.2.2, 5.5.2.2, and 6.2.2 of the Bird-Safe Design Assessment, in accordance with the Planning Commission approval of waivers to the referenced City Bird-Safe Design Requirements.

11.1.2.3. The “lighting design principles,” as described in Section 6.2.1 of the Bird-Safe Design Assessment.

11.1.2.4. The mitigation measures applicable to avian collision impacts identified in the Mitigation Monitoring and Reporting Program for the Project.

11.1.3. Bird-Friendly Design Waivers: In accordance with Zoning Ordinance Sections 16.43.140(6)(H) and 16.45.130(6)(H), this CDP authorizes waivers to the City Zoning Ordinance requirements for Bird-Friendly Design in the RMU and O districts as provided with the Bird-Safe Design Assessment. Future waivers may be considered and approved by the Planning Commission provided that the proposed waivers do not conflict with the provisions of this CDP.

11.1.4. Prior to City approval of each ACP for the Project, a qualified biologist shall review the final ACP to confirm that the above features, requirements, alternative measures, and mitigation measures, or other alternative features, requirements, alternative measures, and mitigation measures proposed by the applicant and reasonably acceptable to the qualified biologist, are incorporated into the ACP, such that Project impacts due to bird collisions would be less than significant under CEQA and comply with the intent of the City’s Zoning Ordinance requirements, as indicated in the Bird-Safe Design Assessment. The qualified biologist shall submit its report and findings to the Planning Division for review and acceptance prior to action on each individual ACP.

12. PROJECT SPECIFIC CONDITIONS – GENERAL

12.1. The following project specific conditions generally apply to every building permit and construction phase unless a specific building or phase is identified. Each subsequent permit shall be reviewed by the Community Development and Public Works Departments for compliance with these conditions prior to building permit issuance. Compliance shall be documented by the applicant in the appropriate form as determined by the applicable City department or division.

12.2. Architectural Control Plan Approval: Per Section 2.2.4, an Applicant shall submit for individual parcels within the O and R-MU District complete Architectural Control Plans in accordance with Menlo Park Municipal Code Section 16.68.020 and materially

consistent with the vision and design intent conveyed by the Conceptual Plans, subject to applicable Modifications granted in accordance with Section 4 and Changes granted in accordance with Section 8 herein. Per Section 8.1.4, at time of each ACP submittal, the Property Owner will have the ability to submit additional bird-safe waivers, to be reviewed by a qualified biologist, so long as those waivers are demonstrated to be less than significant under the Willow Village Project EIR. Through the ACP review process the Applicant may request additional project modifications subject to Changes granted in accordance with Section 8 herein. Approval of the Architectural Control Plans is a prerequisite to building permit issuance.

- 12.3. Future Conditions: The City's Planning, Building, Engineering, and Transportation Divisions shall review each ACP for substantial conformance with this CDP. The City may impose additional conditions of approval related to building design or conditions necessary to ensure compliance with applicable Building Code or health and safety regulations. Conditions within this CDP would continue to apply to all future ACPs and any future conditions shall be consistent with this CDP, the DA, the MMRP, and Vesting Tentative Maps for the Masterplan.
- 12.4. Below Market Rate Housing Agreement: Concurrently with the recordation of the Willow Village Development Agreement and this CDP, the Applicant shall record the Project-Wide Willow Village Below Market Rate Housing Agreement and subsequent parcel specific BMR agreements shall be recorded prior to issuance of the first building permit for the associated vertical construction.
- 12.5. Public Realm Lighting: Building and parcel specific lighting plans shall comply with Sheets G5.22 through G5.33 of the Project Plans and be included in all applicable permits.
- 12.6. Outside Agency Compliance: Prior to issuance of each building permit, the Applicant shall comply with all Sanitary District, Menlo Park Fire Protection District, and utility companies' regulations that are directly applicable to the Project. Documentation of compliance shall be submitted to the Building Division prior to building permit issuance.
- 12.7. Condition Compliance: Prior to the issuance of each building permit, the Applicant shall submit documentation of compliance with all conditions of approval on the plans or in supporting documents for review and approval of the Public Works and Community Development Departments. Any request for a modification in the timing of a specific condition shall be made in writing with a detailed explanation and requested alternative timing to the Community Development Director for review based on conformance with Section 8 (Changes) of this CDP.
- 12.8. Fees: All outstanding and applicable fees associated with the processing of this Project shall be paid prior to the issuance of any building permit for the Project.

- 12.9. Construction Fencing: The Applicant shall submit a plan for construction safety fences around the periphery of the construction area or the periphery of the Project Site including the installation of Temporary Noise Abatement sound barriers consistent with Mitigation Measure NOI-1.2 concurrent with the building permit for each phase of construction or site development activities. The fences shall be installed according to the plan prior to commencing construction for each individual construction phase or each building. The plan shall be reviewed and approved by the Building and Planning Divisions prior to issuance of a demolition permit for each building.
- 12.10. Site Upkeep: Property Owners shall keep their respective properties on the Project Site in a clean and sanitary condition at all times, maintain its site in a fashion that does not constitute a public nuisance and that does not violate any provision of the City of Menlo Park Municipal Code.
- 12.11. Truck Route Plan: The Applicant shall submit a truck route plan concurrent with the building permit application for each stage of construction based on the City's municipal code requirements, for review and approval by the Transportation Division. The Applicant shall also submit a permit application and pay applicable fees relating to the truck route plan, to the satisfaction of the Public Works Director
- 12.12. Salvaging and Recycling of Construction and Demolition Debris: For each building, the Property Owner shall comply with the requirements of Chapter 12.48 (Salvaging and Recycling of Construction and Demolition Debris) of the City of Menlo Park Municipal Code, which compliance shall be subject to review and approval by the Building Division.
- 12.13. Water Efficient Landscape Ordinance: Simultaneous with the submittal of each complete building permit application, the Applicant shall provide documentation indicating the amount of irrigated landscaping. If the project proposes more than 500 square feet of irrigated landscaping, it is subject to the City's Water Efficient Landscaping Ordinance (Municipal Code Chapter 12.44). Submittal of a detailed landscape plan is required concurrently with the submittal of each complete building permit application and subject to review and approval of the Engineering Division.
- 12.14. Landscape Screening: Landscaping shall screen all public utility equipment that is installed within the public and private rights-of-way and cannot be placed underground, subject, however, to the requirements of the Menlo Park Fire Protection District, the West Bay Sanitary District, PG&E, and any other applicable agencies regarding utility clearances and screening. The Improvement Plans shall depict new utility installations exact locations of any meters, back flow prevention devices, transformers, junction boxes, relay boxes and other equipment boxes installed within the public right of way or public easement area in the event said above ground utility installations are depicted within the Improvement Plans. The screening shall be compatible and unobtrusive and subject to the review and approval of the Planning Division which approval will be required prior to the City's approval of the Improvement Plans.

- 12.15. Hydrology Report: Simultaneous with the submittal of each complete building permit application, the Applicant's design professional shall evaluate the Project's impact to the City's storm drainage system and prepare a Hydrology Report to the satisfaction of the City Engineer or Director of Public Works, or designee. Post-construction runoff into the storm drain shall not exceed pre-construction runoff levels.
- 12.16. Stormwater Management Report: Simultaneous with the submittal of each complete building permit application, the applicant shall submit a Storm Water Management Report that meets the requirements of the San Mateo County's C.3 Stormwater Technical Guidance Manual for review and approval of the City's Engineering Division.
- 12.17. FEMA Compliance: The Project Site is in Flood Zone AE and must be designed and constructed in compliance with current FEMA regulations, the City's Flood Damage Prevention Ordinance, and Zoning Ordinance Sections 16.43.140(4) and 16.45.130(4) (Hazard Mitigation and Sea Level Rise Resiliency).
- 12.17.1. Concurrent with the building permit submittal, the Applicant shall submit a FEMA Conditional Letter of Map Revision-Fill (CLOMR-F) application to the Public Works Department for review and approval. In accordance with the National Flood Insurance Program (NFIP), Section 65.5, the Applicant shall prepare supporting data, including relevant hydraulic and hydrologic analyses, delineation of floodplain boundaries and all other information required by FEMA to review and evaluate the request for a CLOMR-F. Upon receiving City approval, the Applicant shall submit the CLOMR-F application to FEMA.
- 12.17.2. Prior to issuance of any building permit the Applicant shall obtain a CLOMR-F from FEMA.
- 12.17.3. The Applicant shall submit an elevation certificate to the Engineering Division prior to final signoff of the foundation inspection for each building.
- 12.17.4. When construction is complete, appropriate as-built data must be supplied to FEMA for a permanent LOMR-F to be issued. The applicant shall submit the LOMR-F application to FEMA, with a copy to the Engineering Division, within 30 days of Certificate of Occupancy for each building.
- 12.18. Heritage Tree Protection: Improvement Plans shall include tree protection plans for any construction phase that retains existing heritage trees subject to review and approval of the City Arborist and Planning Division.
- 12.19. Heritage Tree Removals: The applicant is permitted to remove 276 heritage trees at the main Project Site, 6 heritage trees along O'Brien Drive, 7 heritage trees on 1305

O'Brien Drive, and 3 heritage trees on 1330 O'Brien Drive, subject to the following conditions.

- 12.19.1. Heritage tree removal permits were conditionally approved by the City Arborist on 6/28/22 (HTR Permit Nos 2022-00057 and 2022-00058).
 - 12.19.2. Heritage tree removal permits associated with additional property owners shall not be issued until the City receives written authorization from affected property owners.
 - 12.19.3. Removals of conditionally approved heritage trees may not occur prior to issuance of demolition permits, authorization of all affected property owners, and/or the effective date of this CDP.
- 12.20. Heritage Tree Replacements: The Applicant is permitted to remove up to 276 heritage trees on the Project Site and 16 heritage trees for construction of the new O'Brien intersection, as determined by the Project Arborist in the *Tree Survey Reports* dated August 16, 2022 (and shown on Sheets G1.06-G1.09 and Appendix 9) of the Project Plans. A minimum of value of \$3,413,400 in heritage tree replacements are required for the Project Site. Heritage tree replacements shall be a minimum of 24-inch box size and are required to be planted at grade. The number of heritage tree replacements shall be tracked by the City and Applicant in accordance with the compliance matrix, dated 6/23/22 and on file with the City and subject to the approval of the City Arborist and Planning Division.
- 12.21. Title 12 Compliance: Simultaneous with the submittal of each complete building permit application, the applicant shall submit plans to the Building Division verifying that the project complies with all applicable Municipal Code Title 12 (Buildings and Construction) requirements for review and approval.
- 12.22. Building Codes Compliance: The project is subject to the California Building Code, the California Building Standards Code and any adopted Reach Codes and/or local building code ordinances in effect at the time of each complete building permit application submittal, unless otherwise regulated by the development agreement and this CDP.
- 12.23. CalGreen Compliance: The project is subject to the California Green Building Standards Code (CalGreen) and any local amendments to the Code in effect at the time of submittal of each complete building permit application, unless otherwise regulated by the development agreement and this CDP.
- 12.24. Natural Gas Usage: Prior to submittal of a complete building permit application for the superstructure, the Applicant shall apply for an exception to use natural gas, if applicable, for nonresidential kitchens (such as for-profit restaurants and cafeterias), subject to the criteria in Chapter 12.16 of the Municipal Code and the City's Reach code administrative guidelines. Exceptions for natural gas usage in commercial kitchens

require review and approval of the Environmental Quality Commission and are appealable to the City Council. If exceptions are not granted by the Environmental Quality Commission or City Council, the plans shall be revised to remove all natural gas improvements.

- 12.25. Unit plans: Each complete building permit application that includes residential units shall include all unit plans to be fully drawn and detailed including mirrored plans. Further, all residential building plans are required to include drawings for mirrored units including structural, mechanical, electrical, and plumbing plan sheets.
- 12.26. Deferred submittals: All deferred submittals other than trusses are to be approved by the Building Official or their designee prior to submittal of each complete building permit application.
- 12.27. Menlo Park Fire Protection District: Each occupancy and unit set forth in the Plans shall have the required fire protection systems, allowable building height and separations per Table 508.4 of the 2019 California Building Code (CBC) or whichever CBC is in effect at the time of building permit submittal. Simultaneous with the submittal of a complete building permit application, the applicant shall include documentation that the Plans have been reviewed and approved by the Menlo Park Fire Protection District.
- 12.28. Electric Vehicle Space: Each complete building permit application shall include construction documents needed to identify the location of electric vehicle (EV) spaces per the CalGreen code and any local amendments in effect at the time of submittal of a complete building permit application unless otherwise regulated by the development agreement and this CDP.
- 12.29. Pedestrian Protection: Each complete building permit application shall include pedestrian protection along the public right-of-way with sidewalks, as required per Section 3306 of the 2019 CBC or the CBC in effect at the time of submittal of a complete building permit application.
- 12.30. Adjoining Properties: Each complete building permit application shall include details regarding protection of adjoining property, as required per Section 3307 of the 2019 CBC or the CBC in effect at the time of submittal of each complete building permit application.
- 12.31. Sanitary Sewer: Each complete building permit application shall include details demonstrating that all sanitary sewer lines will gravity feed to the sewer mains in the public right-of-way unless otherwise approved by the Building Official or their designee.
- 12.32. Simultaneous with the submittal of each complete building permit application, the applicant shall submit plans 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 by the Engineering, Planning, and Building Divisions and the City's Building Official or their designee shall approve the Plans

subject to input by City staff. The safety fences, dust and air pollution control measures, erosion and sedimentation control measures, and tree protection measures shall be installed according to the approved plan prior to commencing construction and implemented throughout the duration of construction at the project site

- 12.33. Erosion Control: No later than upon the submittal of a complete building permit application, the Applicant shall submit plans that include proposed measures to prevent erosion and polluted runoff from all site conditions, subject to review and approval of the Building Division. During construction, 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 soil onto public right-of-way; and covering/tarping stored construction materials, fuels, and other chemicals. A site specific winterization plan implemented during construction would be subject to review by the Engineering, Building, and Planning Divisions and subject to approval by the Building Official or their designee with input from City staff. The winterization plan would be in addition to any required erosion control plan.
- 12.34. Stationary Noise Source Compliance Data (Non-roof mounted equipment): Concurrent with the Core and Shell building permit phase submittal for each building, the Property Owner shall provide a plan that details that all on-site stationary noise sources comply with the standards listed in Section 8.06.030 of the City's Noise Ordinance. This plan shall be subject to review and approval by the Planning and Building Divisions prior to each building permit issuance.
- 12.35. Stationary Noise Source Compliance Data (Roof mounted equipment): Concurrent with the Core and Shell building permit phase submittal for each building, the Property Owner shall provide a plan that details that all roof-mounted stationary noise sources comply with the standards listed in Section 16.08.095 of the City's Zoning Ordinance. This plan shall be subject to review and approval by the Planning and Building Divisions prior to each building permit issuance.
- 12.36. Building Construction Street Impact Fee: Prior to issuance of each building permit, the Property Owner shall pay the applicable Building Construction Street Impact Fee, to the satisfaction of the Public Works Director.
- 12.37. Accessibility: All pedestrian pathways shall comply with applicable Federal and State accessibility requirements, to the satisfaction of the Public Works Director and Building Official.
- 12.38. Prior to issuance of the building permit for the senior below market rate building, the applicant shall submit documentation of an agreement for up to approximately 38 off-site spaces within the adjacent building on residential parcel 6 to the Planning and

Building Divisions for review and approval. The agreement shall be recorded with the San Mateo County Assessor Recorder's office prior to the granting of Certificate of Occupancy for the senior below market rate building.

12.39. The grocery store shall be a minimum of 35,000 square feet in size.

13. Ongoing Compliance Monitoring

13.1. Water Supply Assessment (WSA) Compliance: Twelve months following the date of the issuance of the certificate of occupancy, the Property Owner/Manager for each parcel shall submit documentation to the City to confirm that potable water usage for the parcel does not exceed the estimated potable water consumption for the parcel documented in the WSA dated February 2022, prepared by West Yost Associates. The estimated total potable water consumption for the Project at full buildout is 94 million gallons per year, a net increase of 75 million gallons and each building shall be reviewed for compliance with its prorated/fair share water usage based on square footage, units, or hotel rooms. The Public Works Director shall review the documentation along with City records for potable water usage at the Project Site to confirm that potable water usage does not exceed the estimated potable water usage in the WSA. In the event that actual water consumption exceeds the WSA, a water conservation program, as approved by the City's public works director, shall be implemented. Twelve (12) months after City approval of the water conservation program, the building owner shall submit data and information sufficient to allow the city to determine compliance with the conservation program. If water consumption exceeds the budgeted amount, the City's public works director may prohibit the use of water for irrigation or enforce compliance as an infraction pursuant to Chapter 1.12 of the Municipal Code until compliance is achieved. This section shall not be effective during the period of deferred enforcement established by section 4.13 of this CDP.

13.2. Long-term Maintenance Provisions

13.2.1. Stormwater Operations and Maintenance Agreement for Private Property: Prior to temporary/initial certificate of occupancy for each building, the Property Owner shall enter into, or amend the existing Operations and Maintenance Agreement with the City, as applicable. The Operations and Maintenance Agreement shall establish a stormwater treatment system maintenance program (to be managed by the Property Owner) that includes annual inspections of any infiltration features and stormwater detention devices (if any), and drainage inlets, flow through planters, and other Best Management Practices (BMP). There may be separate Operations and Maintenance Agreements for each individual parcel within the Project Site, or one combined agreement as may be determined by the City and Applicant. The Operation and Maintenance Agreements shall be subject to review and approval of the City Attorney and the Public Works Director and shall be recorded prior to final inspection of the Tenant Improvement phase for each building. An annual report documenting

the inspection and any remedial action conducted shall be submitted to the Public Works Department for review. This condition shall be in effect for the life of the Project.

13.2.2. Stormwater Operations and Maintenance Agreement for Rights of Way and the Public Realm: Prior to the certificate of occupancy for each building, the Owners' Association shall enter into, or amend the existing Operations and Maintenance Agreement with the City, as applicable. The Operations and Maintenance Agreement shall establish a stormwater treatment maintenance program (to be managed by the Owners' Association) that includes annual inspections of any infiltration features and stormwater detention devices (if any), and drainage inlets, flow through planters, and other Best Management Practices (BMP). There may be separate Operations and Maintenance Agreements for each individual parcel within the Project Site, or one combined agreement as may be determined by the City and Applicant. The Operation and Maintenance Agreements shall be subject to review and approval of the City Attorney and the Public Works Director and shall be recorded prior to final inspection of the Tenant Improvement phase for each building. An annual report documenting the inspection and any remedial action conducted shall be submitted to the Public Works Department for review. This condition shall be in effect for the life of the Project.

13.2.3. Landscape Maintenance: Site landscaping shall be maintained by the entities described in Section 13.2.4, below, and to the satisfaction of the Community Development Director. Significant revisions to site landscaping shall require review by the Building Official, Public Works Director, City Arborist, and Community Development Director to confirm the proposed changes comply with accessibility and exiting requirements, stormwater requirements and substantially conform with the Project Plans consistent with the procedure outlined in Section 8, Changes.

13.2.4. Maintenance Obligations

13.2.4.1. City: Once constructed, the Applicant/Property Owner shall dedicate the following improvements to the City, after which time the City shall be responsible for maintaining the public improvements.

- All public streets and utility improvements per Sheet G6.04 of the Project Plans (Conceptual Operations and Maintenance Responsibility Diagram) as follows:
 - Park street
 - The portion of West Street south of Main Street
 - The southern half of East Loop
 - The portion of Main Street between Willow Road and West Street and Park Street to the intersection of O'Brien Drive.

13.2.4.2. Applicant: The Applicant shall be responsible for maintaining the following improvements for the life of the Project in accordance with the standards that would be submitted in conjunction with the review and approval of the Improvement Plans.

- The Elevated Park
- Town Square
- The Willow Road Tunnel

13.2.4.3. Owners' Association: Prior to the first Certificate of Occupancy for the first building, an Owners' Association shall be formed for purposes of maintaining the following improvements. Following its formation, the Owners' Association shall be responsible for maintaining the following improvements for the life of the Project in accordance with the standards that would be submitted in conjunction with the review and approval of the Improvement Plans.

1. All privately-owned, publicly accessible open space other than the areas identified in Section 13.2.4.2, per Sheet G6.04 (Conceptual Operations and Maintenance Responsibility Diagram) of the Project Plans.
2. Private Streets and Utilities as follows:
 - a. North Loop Road
 - b. Segment of East Loop north of the Adams Court Intersection
 - c. Main Street between the intersection of West Street and Park Street
 - d. Center Street
 - e. East Street
 - f. Willow Road Tunnel, if constructed

13.3. City shall cooperate with Applicant in implementing all of the conditions of this CDP, including to alter responsibility for ongoing maintenance and compliance obligations as necessary (e.g., alter responsibilities between Applicant, Property Owner, Owners' Association).

13.4. Power and Communications Requirements: The Property Owner shall comply with all regulations of PG&E and other applicable communication providers (e.g., AT&T and Comcast) that are directly applicable to the Project.

13.5. Public Open Space Access: Simultaneous with the submittal of a complete building permit application, the Applicant shall submit a plat and legal description and proposed form of irrevocable easement agreement for public utilization of the Publicly Accessible Open Space, including the publicly accessible multi-use pathway(s), to the satisfaction of the Public Works Director and City Attorney. The form of irrevocable easement shall ensure, to the satisfaction of the City, that the Applicant has reasonable control over the Publicly Accessible Open Space and that the Publicly Accessible Open Space is accessible to the general public, in perpetuity during reasonable hours of each

day of the week and at a minimum from sunrise to 30 minutes after sunset in compliance with Section 8.28.133 of the Municipal Code, except as otherwise provided in the Open Space Operating Rules to be prepared in accordance with Section 19. Publicly accessible open space and frontage landscaping that is part of each parcel, and identified in the ACP, shall be open prior to certificate of occupancy.

13.5.1. The irrevocable easement agreement requires City Manager approval and shall be recorded with the County of San Mateo prior to granting of the first unit and/or building occupancy.

13.6. On-site Pedestrian Deterrents and Safety Features: In the Campus District, the on-site pedestrian deterrent materials and color shall be consistent with the materials and colors used for the adjacent Campus District building and landscape palette as approved through the ACP process. In publicly accessible open space and adjacent to publicly accessible private streets, perimeter safety fencing and roadway barricades shall be consistent with the overall character of the publicly accessible open space to the satisfaction of the Community Development Director.

13.7. Generator Screening: To the extent generators are placed on the exterior of the buildings, the Property Owner shall screen all generators prior to certificate of occupancy for each building, to the satisfaction of the Planning Division. Screening shall be to the height of the generator and enclose all four sides of the generator. Buildings may be used for all or part of the enclosure.

13.8. Refuse and Recyclables: The Project shall comply with Zoning Ordinance Sections 16.43.140(5) and 16.45.130(5) and the City's implementing regulations. Documentation of preliminary compliance shall be submitted with each ACP and confirmed prior to issuance of each applicable building permit, subject to review and approval of the Sustainability and Planning Divisions. Ongoing compliance shall be demonstrated by Applicant through zero waste assessments and established benchmarks for waste reduction as part of the City's implementing guidelines, subject to review and approval of the Sustainability Division.

13.8.1. All garbage bins and carts shall be located within a trash enclosure that meets the requirements of the solid waste disposal provider, and the City Public Works Department and Planning Division for the lifetime of the Project. If additional trash enclosures are required to address the on-site trash bin and cart storage requirements of the Property Owner, a complete building permit submittal shall be submitted inclusive of detailed plans, already approved by the solid waste disposal provider, for review and approval of the Planning Division and the Public Works Department prior to each building permit issuance.

13.8.2. Concurrent with the submittal of each complete building permit application that requires waste and recycling collection services, the applicant shall provide documentation of approval of the refuse and

recycling locations by the City's waste and recycling provider (e.g. Recology), subject to review and approval of the Sustainability and Planning Divisions.

13.8.3. All garbage and recycling bins located outside buildings shall include a cover to reduce windborne refuse. The covers may be full or partial, provided that refuse cannot become windborne from the receptacle, subject to review and approval by the Planning and Sustainability Divisions. All exterior garbage and recycling bins shall be frequently emptied on a routine schedule to reduce the possibility of overflowing refuse.

13.9. Event Parking Management Plan: The Project shall comply with the Event Parking Management Plan, dated October 15, 2022 and on file with the City.

13.10. Construction Hours: 13.10. Construction Hours: Construction activities may take place outside of the typical construction hours of 8:00 a.m. to 6:00 p.m. Monday through Friday, provided the construction activities comply with the noise limitations set forth in Chapter 8.06 (Noise) of the municipal code and mitigation measures Modified ConnectMenlo NOISE-1c, NOI-1.1 and NOI-1.2, unless determined by the Building and Planning Divisions that an exception for specific activities is necessary (e.g. offsite evening/night work or other on-site activities that cannot occur during the typical construction hours). Prior to the issuance of a building permit for each individual phase, the Property Owner shall submit a construction work plan and acoustical analysis to the City documenting the expected work hours and compliance with the Noise Ordinance (Chapter 8.06), the project MMRP, and any noise ordinance exceptions subject to review and approval of the Building and Planning Divisions. Noise is allowed to exceed the City's 85 decibel at 50 foot for any one piece of equipment requirement for construction equipment such as pile drivers, subject to compliance with Modified ConnectMenlo NOISE-1c, NOI-1.1 and NOI-1.2 in the EIR.

13.11. Diesel Generators: Except as provided for in Section 3 of this CDP, any additional diesel generators require review and approval of an administrative permit per the requirements of the Zoning Ordinance.

13.12. Food deliveries to retailers (including grocery) and restaurant and loading hours: Deliveries of food to retailers (including the grocery) and restaurants are permitted at all hours and are exempt from noise standards in accordance with Municipal Code Section 8.06.040(d).

13.13. EPA Energy Star Portfolio Manager: Simultaneous with the submittal of each complete building permit application, the applicant shall enroll in EPA Energy Star Building Portfolio Manager. Prior to building permit final approval, the applicant shall submit documentation showing compliance to the satisfaction of the Planning and Building Divisions.

- 13.14. **Energy Requirements:** Prior to issuance of the first building permit for building or site feature (e.g. publicly accessible park), the applicant shall submit plans and supporting documentation to the Building and Planning Divisions documenting that the project meets one hundred percent of its energy demand (electricity and natural gas), as required by Chapter 16.45.130(2) of the Zoning Ordinance, through the combination of the following measures and to the satisfaction of the Building and Planning Divisions:
- 13.14.1. On-site energy generation;
 - 13.14.2. Purchase of 100% renewable electricity through Peninsula Clean Energy or Pacific Gas and Electric Company in an amount equal to the annual energy demand of the project;
 - 13.14.3. Purchase and installation of local renewable energy generation within the City of Menlo Park in an amount equal to the annual energy demand of the project;
 - 13.14.4. Purchase of certified renewable energy credits and/or certified renewable energy offsets annually in an amount equal to the annual energy demand of the project.
- 13.15. The Project Site shall meet one hundred percent (100%) of its energy demand (electricity and natural gas) in accordance with Zoning Ordinance sections 16.45.130(2)(A) (RMU District) and 16.43.140(2)(A) (O District) for the life of the Project.
- 13.15.1. Concurrent with the submittal of each building permit, the applicant shall document energy demand through the compliance tracker dated 6/23/22 and on file with the City, which verifies the amount of carbon-free energy generated on site compared to the projected amount of non-carbon-free energy used by the Project, to achieve the Zoning Ordinance requirements of 100% renewable energy across the project site.
 - 13.15.2. The Applicant/Project Owner shall document compliance with Zoning Ordinance sections 16.45.130(2)(A) (RMU District) and 16.43.140(2)(A) (O District) on a schedule determined by the Applicant/Project Owner and the City, based on the construction schedule for the Project.

14. OFF SITE IMPROVEMENTS

- 14.1. **Transportation Impact Fee ("TIF"):** The current estimated total transportation impact fee based on the maximum development potential is \$39,728,599.82 (subject to adjustments for the actual proposed development) ("**TIF Obligation**"). The Applicant shall complete off-site circulation improvements identified as the responsibility of the Project through the TIA and included in the TIF ("**TIF In Lieu Improvements**") in lieu of paying the TIF. The City and Applicant shall establish the estimated cost of the TIF In Lieu Improvements prior to issuance of the first building permit. The TIF In Lieu Improvements shall reduce the TIF Obligation dollar for dollar. In the event the estimated cost of the TIF In Lieu Improvements is less than the TIF Obligation, the difference will be prorated across all buildings on the Project Site and paid at the time of building permit issuance for each building. Credit for existing buildings will be allocated

by location of the new building. The TIF rates are subject to adjustment on July 1st of each year based on the ENR Construction Cost Index % for San Francisco. In the event that another development project is also obligated to construct the improvement and undertakes construction of the improvement, the Applicant would not be credited for said improvement.

14.2. Applicant shall perform, construct and complete, at the Applicant's own expense, the transportation improvements in Sections ~~14.5 and~~ 14.6, prior to issuance of the first certificate of occupancy for the Project.

14.3. To determine the estimated TIF In Lieu Improvements cost, the Applicant shall submit detailed estimates of costs, including design, engineering, and permitting costs, to the Director of Public Works or designee of said transportation improvements. Pursuant to MPMC 13.26.80 the Applicant shall be entitled to credit and/or reimbursement for said transportation improvements.

14.4. Should the final expenses for the TIF In Lieu Improvements exceed the Project estimated TIF payment (determined in 14.1) the TIF Obligation would be adjusted accordingly. If the final expenses (e.g. actual cost) for the TIF In lieu Improvements included in the City's TIF program exceed the Project's TIF Obligation, the City and the Applicant shall enter into a reimbursement agreement, which will provide for the Applicant to be reimbursed by the City from available TIF revenues. The reimbursement of the TIF would be made, within 180 days of submittal of the actual cost documentation from the applicant, subject to review and acceptance of the cost documentation by the Public Works Director.

14.5. TIF In Lieu Improvements:

14.5.1. ~~INTENTIONALLY DELETED Willow Road and Bay Road — The TIF proposes to modify the southbound approach at this intersection to two left turn lanes and one right turn lane and to modify the westbound approach to add a right turn lane. With these improvements under project conditions, the critical movement delay at the local approach would be reduced to lower than no project conditions. To ensure safe bicycle and pedestrian movements, the project would be required to construct the right turn lane, separated bikeway or other City approved bikeway and pedestrian improvements, and associated signal modifications. This improvement would address the adverse effect on the intersection due to project traffic. This improvement requires Caltrans approval. The Applicant shall construct the improvement prior to certificate of occupancy of the first building on the main Project Site. If Caltrans approval has not been obtained or the intersection improvements have not been completed prior to certificate of occupancy of the first building on the main Project Site, but the Applicant demonstrates that it has worked diligently to pursue agency approvals and completion of construction to the~~

~~satisfaction of the Director of Public Works or designee, the Applicant shall continue to pursue approval and construction for a period of five years from the date of issuance of the first vertical construction building permit. If the Applicant continues to work diligently to the satisfaction of the Director of Public Works or designee, but has not yet obtained approval or been able to construct the improvement, then the Applicant shall be relieved of responsibility to construct the improvement and the Applicant shall submit the TIF in Lieu costs subject to any increases based on the ENR Construction Cost Index % for San Francisco.~~

14.6. Non-TIF intersection improvements

- 14.6.1. O'Brien Drive and Kavanaugh Drive – The applicant shall work with the City of East Palo Alto to install traffic calming measures to discourage the use of Kavanaugh Drive, which is a residential street, and encourage vehicles to use O'Brien Drive and Adams Drive instead. The cost of the development of the traffic calming plan and implementation of the measures shall not exceed \$500,000.
- 14.6.2. Adams Drive and O'Brien Drive - Design and construct a new traffic signal, appropriate pedestrian and bicycle accommodation should be provided at this intersection. This includes the proposed Class II bicycle lanes along O'Brien Drive between Willow Road and University Avenue, pedestrian countdown timers, Americans with Disabilities Act (ADA) compliant curbs, and bicycle detection loops.
- 14.6.3. Any project(s) approved within 10 years of the approval date of the Willow Village Master Plan project and required to implement the same Non-TIF Intersection improvement in Section 14.6.2 shall reimburse the Project Applicant for its proportional fair share of the improvement costs. The City shall require and condition such projects to reimburse the Project Applicant for its proportional fair share of the improvement costs.

14.7. Cumulative Intersection Improvements

- 14.7.1. For the following cumulative intersection improvements, the Applicant shall provide a conceptual plan and a cost estimate (including design engineering) for approval by the Transportation Division to determine the fair share contribution. Applicant shall not be required to construct these improvements.
 - 14.7.1.1. Willow Road & Hospital Plaza/Durham Street – Restripe northbound Durham Street as a shared left-through lane and right-turn lane, and add a northbound right turn overlap phase. The fair share contribution for the intersection improvement, calculated as 25% of the cost estimate, shall be paid prior to the issuance of a building permit

14.8. Fair Share Payment for Intersections within EPA

14.8.1. University Avenue and Bay Road - The project would reduce its adverse effect on the traffic operations at this intersection by making a fair share (34%) monetary contribution towards modifications to bring the intersection to pre-project conditions including the addition of an exclusive eastbound right-turn lane and a second eastbound left-turn lane on University Avenue, adding a second northbound left-turn lane on Bay Road, adding a second westbound left-turn lane on University Avenue, and modify signal phasing. Partial improvement of this intersection is included in the Menlo Park TIF. The Applicant will receive \$5,073.49 credit towards their fair share payment. The Applicant shall provide a conceptual plan of the improvement and a cost estimate (including design engineering) for approval by the Transportation Division to determine the fair share contribution. The fair share contribution for the intersection improvement shall be paid to the City of Menlo Park prior to the issuance of a building permit. If these funds are not used within a 5-year period, the Applicant may request the funds be returned from East Palo Alto.

14.8.2. US 101/University Avenue Interchange - Plans to widen the northbound approach on Donohoe Street at the US 101 northbound off-ramp to accommodate four through lanes to improve the vehicular throughput at this intersection. This improvement will require median modifications and narrowing the southbound Donohoe Street approach to Cooley Avenue to include two through lanes and a full length left-turn lane. In addition, the traffic signals will be coordinated with adjacent traffic signals on Donohoe Street. Additionally, plans to install a new traffic signal at the US 101 northbound on-ramp and Donohoe Street and Bayshore Road and Euclid Avenue to coordinate with other closely spaced traffic signals along Donohoe Street. Along with new traffic signals, appropriate pedestrian and bicycle accommodation will be provided. This includes pedestrian countdown timers, Americans with Disabilities Act (ADA) compliant curbs, and bicycle detection loops. In order to align with the proposed driveway for the University Plaza Phase II site on the north side of Donohoe Street, the US 101 on-ramp will be shifted approximately 30 feet to the south. In addition, the northbound approach on Donohoe Street will be restriped to accommodate a short exclusive left-turn pocket (approximately 60 feet in length), a shared left-through lane, and a shared through-right lane. These improvements would require widening of the US 101 northbound on-ramp to accommodate two lanes that taper down to a single lane before this ramp connects with the loop on-ramp from eastbound University Avenue. A northbound right turn only will also be added to Bayshore Road and Euclid Avenue. Because the improvements in this corridor are all

interconnected and dependent on each other to work, the recommended improvement measure would be for the Project sponsor to contribute its fair share to improvements at all six intersections in this corridor. Fair share is calculated as the percentage of net project traffic generated of the overall cumulative traffic growth at this intersection. The fair share will be applied to the cost estimates approved by the City of East Palo Alto to determine the fair share contribution. Partial improvement of the University and Donohoe intersection is included in the Menlo Park TIF. The Applicant will receive \$10,147 credit towards their fair share payment. The fair share contribution for these intersection improvements shall be paid to the City of Menlo Park prior to the issuance of a building permit. If these funds are not used within a 5-year period, the Applicant may request the funds be returned from East Palo Alto.

- a. Donohoe Street & Cooley Avenue: 10% fair share
- b. Donohoe Street & US 101 Northbound Off-Ramp: 24% fair share
- c. Donohoe Street & University Avenue: 31% fair share
- d. Donohoe Street & US 101 Northbound On-Ramp: 8% fair share
- e. Donohoe Street/Bayshore Road & Euclid Avenue: 2% fair share

15. PROJECT SPECIFIC CONDITIONS – NO HAMILTON AVENUE REALIGNMENT VARIANT

- 15.1. No Hamilton Avenue Realignment Variant. This CDP approves the No Hamilton Avenue Realignment Variant in addition to the Project, subject to the requirements for Changes in Section 8. If all applicable agencies with jurisdiction over the proposed realignment of the intersection of Hamilton Avenue and Willow Road have not issued all necessary approvals, or if Applicant is unable to obtain sufficient real property rights, for the proposed realignment as depicted in Conceptual Vehicular Circulation Concept – Variant exhibit G4.08 prior to the completion of the backbone infrastructure: (i) the intersection of Hamilton Avenue and Willow Road and the proposed circulation network east of Willow Road within the Project Site would be revised generally consistent with Exhibit G4.08 to accommodate retaining the Willow Road/Hamilton Avenue intersection in its current alignment; (ii) Property Owner shall nonetheless be permitted to construct the Project, as reconfigured in accordance with Exhibit G4.08, in accordance with this CDP; and (iii) maximum building square footage shall be recalculated in accordance with Municipal Code Section 16.04.325 (Gross floor area) and maximum allowed gross floor area and floor area ratios shall be recalculated based on the area of public right-of-way dedication shown on the revised Parcel Map utilizing the calculations and ratios identified on Sheets G1.5 and G3.02 of the Project Plans, provided that in no case shall the maximum allowable gross floor area, floor area ratios, and density exceed the maximums permitted in this CDP. The City shall cooperate with Applicant in connection with any modifications to this CDP or other Project entitlements necessary to construct the Project as reconfigured pursuant to this section.

16. PROJECT SPECIFIC CONDITIONS – PG&E IMPROVEMENTS

- 16.1. Applicant shall coordinate with PG&E to implement improvements to upgrade the distribution power capacity at its Ravenswood substation to meet the Project Site's diversified projected power demand through an interconnection and new distribution conduit feeders to provide power to the Project Site. Applicant shall be responsible for fees due to PG&E as outlined in the applicable tariff regulations. Prior to the issuance of the first new building certificate of occupancy for the Project Site, Applicant shall provide documentation to the City that PG&E has completed the initial phase of power upgrades and reinforcements, as evidenced by PG&E's notice that the first new building on the Project Site is ready to be energized.

17. PROJECT SPECIFIC CONDITIONS – WEST BAY SANITARY DISTRICT IMPROVEMENTS

- 17.1. Waste Water Conveyance Improvements: Applicant shall comply with regulations of the West Bay Sanitary District that are directly applicable to the Project in the design and construction of wastewater conveyance improvements, and submit documentation to the Planning and Building Divisions prior to issuance of each building permit. The West Bay Sanitary District Improvements serving the Project Site will be depicted on the Willow Village Improvement Plan set, subject to approval by West Bay Sanitary District.
- 17.2. Recycled Water: Applicant shall coordinate with West Bay Sanitary District in its efforts to design and construct the Bayfront Recycled Water Plant, described in the EIR as the Resource Recovery Center ("**Recycled Water Plant**"). Applicant shall enter into an agreement with West Bay Sanitary District which acknowledges Applicant's fair share financial commitment along with the District's performance metrics to construct and operate the Recycled Water Plant. Applicant shall provide evidence that agreement has been entered into with the District prior to issuance of the building permit for the first new building on the Project Site. Provided that Applicant has entered into the agreement with West Bay Sanitary, if West Bay Sanitary has not completed the Recycled Water Plant such that it can deliver recycled water to the Project Site when demand for non-potable water is created, the City shall energize the recycled water distribution lines within the Project Site with potable water and Property Owner shall be permitted to use potable water for non-potable purposes at the Project Site until such time as West Bay Sanitary District is able to provide non-potable water, or as provided in Section 17.3. Additionally, pursuant to section 4.13 of this CDP, Applicant shall prepare and submit a water conservation plan that addresses potable water use during the interim period from the initial building occupancy until West Bay energizes the Recycled Water Supply. The water conservation plan shall address the frequency of potable water use reporting, acknowledge that the project shall comply with any demand reduction measures established and enforced by the City applicable to other similarly situated water users. This plan shall be submitted prior to the issuance of the initial temporary certificate of occupancy only in the event recycled water is not available concurrent with the final inspection and shall be subject to review and approval of the Public Works Director.

17.3. Onsite Recycled Water Variant: This CDP approves the Onsite Recycled Water Variant in addition to the Project, subject to the requirements for Changes in Section 8. In the event that West Bay Sanitary District has not completed the Recycled Water Plant such that it can deliver recycled water to the Project Site by 24 months after the issuance of a Certificate of Occupancy for the initial building within Phase 1 of the Project, or in the event that the West Bay Sanitary District abandons the proposed Recycled Water Plant before that date, the Applicant shall provide written notice to the Public Works Director that the Applicant intends to construct an Alternative Recycled Water Treatment facility capable of meeting the projected non-potable water peak demand for the Project. Within 60 months after notice is provided to the City Public Works Director, the Applicant shall complete an Alternative Recycled Water treatment facility for the production of recycled water through the capture of wastewater, including blackwater, from all proposed buildings on the Project Site.

17.3.1. Following steps are the anticipated:

17.3.1.1. Submittal of Concept Plans to Community Development and Public Works Departments for review within 90_days from submittal of Alternative Recycled Water Treatment Facility notice.

17.3.1.2. Submittal of construction documents 12 months after City Approval of Concept Plans.

17.3.1.3. Submittal Title 22 Engineering Report and obtain approvals/permits from the State Division of Drinking Water (DDW), from the Regional Board, and a discharge permit from West Bay Sanitary District.

17.3.1.4. Commence construction of Alternative Recycled Water Facility within 90 days of approval of necessary permits required to commence construction.

18. PROJECT SPECIFIC CONDITIONS – SFPUC ROUNDABOUT

18.1. Applicant shall obtain San Francisco Public Utilities Commission (“**SFPUC**”) approval for a lease, license, easement agreement, or other authorization to permit the construction and operation of the proposed Main Street/O’Brien Drive roundabout intersection improvement and drainage improvements (“SFPUC Improvements”) within the SF PUC right of way prior to issuance of the first building permit for the Project Site. The City shall be the applicant for public improvements that require approval and granting a lease, license, easement agreement, or other authorization from SFPUC.

18.2. Applicant shall submit to the City Improvement Plans detailing the proposed SFPUC improvements consisting of O’Brien Drive right-of-way realignment, new connection to the Project Site, creation of a roundabout within the right-of-way, and drainage improvements within the SFPUC right-of-way.

- 18.3. Applicant shall submit SFPUC Improvement Plans to the Community Development and Public Works Departments for review and preliminary design acceptance, prior to submittal to SFPUC.
- 18.4. Following City review and preliminary design acceptance, the Applicant shall submit SFPUC Improvement Plans to the SFPUC and apply for all applicable review and approvals.
- 18.5. Applicant shall obtain necessary permits and approval from SFPUC and provide documentation to the Community Development and Public Works Departments prior to issuance of the building permit for the first building.
- 18.6. Applicant shall construct all SFPUC roadway improvements prior to certificate of occupancy for the first building on the Project Site.
- 18.7. Applicant shall construct drainage improvements within the SFPUC right-of-way concurrent with the roadway improvements to ensure that stormwater drainage is not disrupted.
- 18.8. In the event construction of the SF PUC Improvements is delayed due to circumstance outside of the Applicant's reasonable control, the Public Works Director may grant an extension based on substantial evidence from the Applicant that the delay is based on external circumstances, and the Applicant demonstrates a good faith effort to complete the improvements. Any extension would be based on an agreed upon timeline by the Public Works Director and the Applicant.

19. PROJECT SPECIFIC CONDITIONS – OPERATING RULES FOR PUBLICLY ACCESSIBLE OPEN SPACE

- 19.1. Prior to opening the Publicly Accessible Open Space to the public, the Property Owner or Owners' Association, as applicable, shall prepare Operating Rules for the Publicly Accessible Open Space, including the Elevated Park, which shall set forth reasonable rules and restrictions regarding the public's access to and use of the Publicly Accessible Open Space per the requirements of this CDP, subject to review and approval of the Directors of Community Development and Public Works, City Manager or their designee, and City Attorney. The Operating Rules may include without limitation provisions such as: (a) permitting the Property Owner or Owners' Association, as applicable, to reasonably restrict or prohibit public access and use as reasonably necessary to (i) ensure security of the Project Site and persons or property within or around the Project Site and (ii) preclude activities that unreasonably disrupt non-public uses in the Project; (b) providing exclusive use by Property Owner for a specified number of private events; and (c) providing terms of use for community use of the Publicly Accessible Open Space. The Operating Rules shall include a provision that prohibits balloons in the Elevated Park.

20. PROJECT SPECIFIC CONDITIONS – MITIGATION MEASURES

- 20.1. The Property Owner shall comply with all mitigation measures identified in the EIR and the associated Mitigation Monitoring and Reporting Program for the Project attached hereto as Exhibit 6.

21. GENERAL CONDITIONS

- 21.1. School Impact Fee: Prior to issuance of each building permit, the Property Owner shall pay the applicable School Impact Fee for the building in effect at the time of payment and submit documentation of payment to the Building Division prior to issuance of each building permit.
- 21.2. Menlo Park Municipal Water: The Property Owner shall comply with all requirements of Menlo Park Municipal Water that are directly applicable to the Project and document compliance prior to issuance of each building permit.
- 21.3. Leadership in Energy and Environmental Design: The Property Owner shall design and certify buildings greater than 25,000 square feet in size for LEED Gold (Residential/Shopping District and Campus District) and buildings between 10,000 and 25,000 square feet in size for LEED Silver (Town Square District) certification, in accordance with Zoning Table 16.45.130(1)(B) and (C) (RMU District) and 16.43.140(1)(B) (O District). Buildings on the Project Site of less than 10,000 sf would not be certified under LEED. Each building shall be certified within one year of Certificate of Occupancy and documentation shall be provided to the Planning Division. At its discretion, the Property Owner may certify buildings less than 25,000 square feet in size for LEED Gold.
- 21.4. Lighting: Concurrent with building permit submittal for each individual building as appropriate, the Property Owner shall submit a lighting plan, including photometric contours, manufacturer's specifications on the fixtures, and mounting heights to ensure safe access and to illustrate the light and glare do not spillover to neighboring properties, to the satisfaction of the Planning, Engineering, Transportation, and Building Divisions.
- 21.5. Lighting Along JPB Rail Corridor: Prior to the start of construction, including the demolition of existing buildings and light fixtures within the Main Project Site, Applicant will identify, map (using GPS), and take photographs from two representative photopoint locations along the JPB Rail Corridor north of the Main Project Site. One of those locations will be adjacent to the willow wetland. Photos will be taken in all four cardinal directions at each photopoint, after astronomical twilight, and when the moon is either set or dark. Photos will be taken without the use of a flash, using settings that do not adjust lighting levels to make the subject matter brighter than it actually appears. The camera model, lens, and settings will be recorded for reference. After issuance of certificates of occupancy for the atrium and North Garage, and after installation of all infrastructure, landscape vegetation, and light fixtures located within, on the facades of, and north of these structures, Applicant will take subsequent photos at each of the two locations as described above. The photographs will be submitted to the City's Community Development Director for informational purposes.

21.5-21.6. Construction Equipment: In all contracts for initial construction of the Project (excluding subsequent improvements following initial certificate of occupancy) Applicant and Property Owner shall include a provision requiring all contractors and subcontractors to use the lowest emission equipment that is commercially available, provided that the cost of purchasing or renting and operating such equipment is not materially higher than comparable conventional equipment and that the use of such equipment does not cause any material construction operations inefficiencies or schedule delays as compared to use of comparable conventional equipment.

21.6-21.7. The City has approved this CDP in conjunction with a Development Agreement. During the term of the Development Agreement, the CDP shall be subject to the terms and conditions of the Development Agreement and, in the event of a conflict, the terms and conditions of the Development Agreement shall prevail.

21.7-21.8. This CDP is being provided in exchange for the provision and effectuation of the Willow Village Community Amenities as defined and outlined in the Development Agreement and in accordance with the timing/phasing provided in Exhibits D and F of the Development Agreement, as they may be amended from time to time. Provision and timing of said Willow Village Community Amenities are a condition of this CDP and this requirement shall survive any termination of the Development Agreement.

21.8-21.9. Covenants Run with the Land: All of the conditions contained in this CDP shall run with the land comprising the Project Site and shall be binding upon, and shall inure to the benefit of the Applicant and its heirs, successors, assigns, devisees, administrators, representatives and lessees, except as otherwise expressly provided in this CDP. Upon transfer, sale, or assignment of all or any portion of the Project Site to another owner, the Applicant shall be released from its obligations pursuant to this CDP with regard to the transferred, sold, or assigned property that arise or accrue subsequent to the effective date of the transfer, sale and/or assignment.

21.9-21.10. Severability: If any condition of this CDP, or any part hereof, is held by a court of competent jurisdiction in a final judicial action to be void, voidable or unenforceable, such condition, or part hereof, shall be deemed severable from the remaining conditions of this CDP and shall in no way affect the validity of the remaining conditions hereof. Notwithstanding the foregoing, in the event that any provision of this CDP is found to be unenforceable, void or voidable which materially impairs Applicant's ability to construct the Project, Applicant may terminate this CDP upon providing written notice to the City.

21.10-21.11. Indemnification: The Applicant or permittee shall defend, indemnify, and hold harmless the City of Menlo Park or its agents, officers, and employees from any claim, action, or proceeding against the City of Menlo Park or its agents, officers, or employees to attack, set aside, void, or annul an approval of the Planning Commission, City Council, Community Development Director, or any other department, committee, or agency of the City concerning a development, variance, permit, or land use approval; provided, however, that the Applicant's or permittee's duty to so defend, indemnify, and

hold harmless shall be subject to the City's promptly notifying the Applicant or permittee of any said claim, action, or proceeding and the City's full cooperation in the Applicant's or permittee's defense of said claims, actions or proceedings. In the event of a conflict between this indemnification language and the indemnification language included in the Development Agreement, the Development Agreement shall control. This indemnification language shall only control in the event the Development Agreement is no longer in effect.

~~21.11.21.12.~~ Exhibits: The exhibits referred to herein are deemed incorporated into this CDP in their entirety.

EXHIBITS

- Exhibit 1: Legal Description (To be incorporated prior to recordation)
- Exhibit 2: Plat Map (To be incorporated prior to recordation)
- Exhibit 3: Trip Cap Monitoring and Enforcement Policy (~~Staff Report Attachment M~~)
- Exhibit 4: TDM Compliance Plan (~~November 15, 2022 Staff Report Attachment U~~)
- Exhibit 5: Glossary of Supporting Documents
- Exhibit 6: Mitigation Monitoring and Reporting Program (~~Staff Report Attachment~~
B)

WILLOW VILLAGE CAMPUS DISTRICT TRIP CAP MONITORING AND ENFORCEMENT POLICY

This policy applies to the Campus District of the Willow Village Project ("Project"). For purposes of this policy, the term "Willow Village Campus District" is intended to include the six office buildings (O1 – O6) and the meeting and collaboration space (MCS) that are proposed as part of the Project. This trip cap does not apply to the Town Square District or Residential/Shopping District of the Willow Village Project. There are separate trip cap monitoring and enforcement policies for the Classic and Bayfront Campuses that are independently enforced.

DEFINITIONS

Trip - A single vehicle (car, truck, van, shuttle, etc.) arriving at a location in Menlo Park, whose occupant(s)' final destination is the Willow Village Campus District, or a single vehicle departing from a location in Menlo Park, whose occupant(s)' origin is the Willow Village Campus District. Therefore, for example, a roundtrip by a single vehicle arriving at a location in Menlo Park and departing from a location in Menlo Park whose occupant(s)' destination and origin is the Willow Village Campus District equals two trips. A vehicle transiting from either the Classic or Bayfront campuses to Willow Village Campus District or from the Willow Village Campus District to either the Classic or Bayfront campuses is a trip. A single shuttle coming from outside Menlo Park or from the Menlo Park Caltrain station that makes stops at multiple Meta campuses shall only count as one trip against the Daily Trip Cap. Intra-campus shuttle trips that enter or exit the Willow Village Campus District via Willow Road or University Avenue during the peak periods shall count fully against the Peak Hour Trip Caps. Trams, shuttles, or other vehicles utilizing the planned Willow Road undercrossing between the Bayfront Campus and Willow Village Campus District shall not count against either the Daily Trip Cap or the Peak Hour Trip Caps. Trips also do not include bicycles, e-bikes, scooters, or other self-powered modes of travel.

Peak Hour Trip Cap -The maximum number of trips allowed in each hour of the AM Peak Period or the PM Peak Period.

Peak Period - Roadway morning and evening commuter peak travel times:

- AM Peak Period - 7:00 AM to 9:00 AM
- PM Peak Period - 4:00 PM to 6:00 PM

Daily Trip Cap-The maximum number of trips per day.

Trip Cap - Generally refers to the AM Peak Hour Trip Caps, the PM Peak Hour Trip Caps and the Daily Trip Cap.

TRIP CAP

The Campus District must comply with the Trip Cap and may not exceed the Trip Cap without an application for and approval of a change to the Conditional Development Permit (CDP) for Willow Village.

If the Trip Cap is exceeded without the appropriate approval, the Campus District Property Owner is in violation of the CDP.

The Trip Cap proposed as part of the Willow Village Campus District is as follows:

- AM Peak Period Trip Caps:
 - 1,670 trips are permitted between 7:00 a.m. and 8:00 a.m.
 - 1,670 trips are permitted between 8:00 a.m. and 9:00 a.m.

- PM Peak Period Trip Caps:
 - 1,670 trips are permitted between 4:00 p.m. and 5:00 p.m.
 - 1,670 trips are permitted between 5:00 p.m. and 6:00 p.m.

- Daily Trip Cap: 18,237 trips

MONITORING

To monitor compliance with the Trip Cap, traffic counts shall be taken at the Willow Village Campus District. The monitoring shall be done through automated means (e.g., imbedded loop detectors in the pavement in each travel lane or video detection) approved by the City¹. All vehicular entrances to the Willow Village Campus District parking facilities, transit hubs, and loading docks shall be included in the monitoring. The Campus District Property Owner shall be solely responsible for paying all costs related to monitoring, including, but not limited to, development, installation, maintenance, and repair of all monitoring equipment.

In addition to monitoring the Campus District parking structures, adjustments will need to be made for Campus District visitors that use the shared parking structures or arrive via ride hailing services (Uber, Lyft, or taxis). Since these activities will occur in areas shared by multiple land uses, they will be accounted for in the reliability (sensitivity) factors described later in this document.

The City reserves the option to require the Campus District Property Owner to monitor neighborhood parking intrusion in the Belle Haven neighborhood, parking on other public streets in the City, or parking at any off- site parking lot(s) in Menlo Park (other than any property or properties leased or owned by and occupied by any affiliate of the Campus District Property Owner) if it is observed or suspected that vehicles whose occupant(s)' final destination is the Willow Village Campus District are parking at any of these locations. If the City requires monitoring of these off-site locations and, after investigation, it is confirmed that vehicle occupant(s) whose final destination is the Willow Village Campus District are parking vehicles at these off-site locations (other than a property or properties leased or owned and

¹ City approvals related to monitoring equipment will be through the Director of Public Works or his/her designee.

occupied by any affiliate of the Campus District Property Owner), the trips to these locations will be counted toward the Trip Cap.

Monitoring program details are as follows:

- **Monitoring Days/Times**- Each hour within the AM Peak Period, each hour within the PM Peak Period and total daily trips will be monitored on all non-holiday weekdays. Holidays are those days identified as State holidays in California Government Code Section 6700.
- **Exclusions** - Three types of exclusions from the Trip Cap shall be permissible as discussed below:
 - **Special Events:** To account for special events and their effect on trips, the Campus District Property Owner may have up to 25 special event exclusions per year or 25 days on which one or more of the AM Peak Hour Trip Caps, PM Peak Hour Trip Caps or Daily Trip Cap are exceeded, but are not considered violations of the Trip Cap. These special events do not represent typical operating conditions at the Willow Village Campus District. A special event will be defined as an activity that is not typical of the normal operations of the Willow Village Campus District and may involve more than Meta workers. If the Trip Cap has been violated as a result of a special event, the Campus District Property Owner shall provide documentation to the City that a special event took place. Upon City review and approval, in the City's reasonable discretion, an exclusion for a special event shall apply.
 - **Non-event exclusions:** For non-special events, the Campus District Property Owner will be allowed three days on which one or more of the AM Peak Hour Trip Caps, PM Peak Hour Trip Caps or Daily Trip Cap are exceeded within a 180-day period without incurring penalties. These non-event exclusion days are intended to allow the Campus District Property Owner time to correct the Trip Cap violation. If the Campus District Property Owner exceeds the Trip Cap on more than three days within a 180-day period, then the non-event exclusion is exhausted, and penalties will be imposed for violations of the Trip Cap until compliance is reached for a consecutive 180-day period. Additional violations, if any, within the 180-day compliance period, will re-set the 180-day compliance period. If after a consecutive 180-day period, the Campus District Property Owner remains in full compliance with the Trip Cap, then the three days of non-event exclusions will become available again.
 - **MCS Community Events:** The Campus District Property Owner shall be entitled to an exclusion from the Trip Cap for MCS Community Events as defined in Section 5.3.I of the Development Agreement between the Property Owner and the City.
- **Count Equipment** - Automated count equipment will be designed and constructed at the Campus District Property Owner's sole expense to collect data on the number of trips at each of the Willow Village Campus District driveways including parking structures, underground parking, and loading areas, and send the data back to the City offices. The type of count equipment (initial and any future changes) shall be approved by the City, in consultation with the Campus District

Property Owner and considering the latest technologies for detection, counting and reporting. The City shall not unreasonably withhold approval of initial count equipment or any future equipment which achieves the result envisioned in this document. The City shall also approve the count equipment that will be used to monitor off-site locations, if the City exercises the option to require such monitoring. The City shall not unreasonably withhold approval of such additional count equipment.

- **Initial Calibration Process** - Once any new count equipment has been established, a calibration process will be undertaken to determine the reliability and accuracy of the count equipment. Depending on the type of equipment, the count accuracy can be affected by a number of environmental factors which will need to be confirmed. This calibration process would be conducted prior to issuance of the occupancy permit for the final Willow Village Campus District office building.
- **Determination of Reliability (Sensitivity) Factor** - Based on the calibration analysis, the City and the Campus District Property Owner will agree to a reliability factor for the count stations which will be used to evaluate the count results consistent with what the City and Meta have historically agreed upon for the Classic and Bayfront campus trip cap monitoring. The reliability factor would represent the margin of error inherent in the vehicle counting equipment, address the exclusion of shuttle trips that serve multiple Meta campuses, and address the inclusion of trips to and from the Campus District that do not use the office worker parking (Campus District visitors and ride hailing passengers). Periodically, the reliability factor will be updated using data provided by the Campus District Property Owner or collected by a third-party for the following trip types:
 - **Worker shuttles serving multiple Meta campuses.** The reliability factor would account for single shuttles coming from outside Menlo Park or from the Menlo Park Caltrain station and making stops at multiple campuses. Periodically, the reliability factor, based on reporting from Meta, may be modified to address the anticipated or actual number of shuttles coming from outside Menlo Park or from the Menlo Park Caltrain station making stops as part of one trip at multiple campuses outside of the peak period. At a minimum, Meta shall provide an annual report to the City Transportation Manager for each upcoming year that provides data on the proposed number of shuttle trips so that the City may analyze whether the reliability factor is accurately accounting for single shuttles coming from outside Menlo Park or from the Menlo Park Caltrain station and making stops at multiple campuses.
 - **Willow Road Tunnel Adjustments.** The reliability factor will need to be adjusted for vehicles that access the Campus District via the Willow Road tunnel. The trips that use the Willow Road tunnel to access the Willow Village Campus District will not be adding traffic to Willow Road or Bayfront Expressway. These trips may include intra-campus trams, on-demand vehicles, and maintenance and security vehicles. These

vehicles may be captured by one of the count locations, but would not count against the trip cap.

Some, or all, of the intra-campus trams will be routed through one or both of the Willow Village Campus District transit hubs. In addition, other Meta transportation vehicles (e.g. Campus Cars or Candidate Cars) may use the Willow Road tunnel and drop off or pick up passenger within the transit hubs. By using the Willow Road tunnel, these trips do not impact the public roadways. Similar to the workers shuttles, any intra-campus trams that use public roads (Willow Road or Bayfront Expressway) will need an adjustment factor to account for these trams passing through both of the Willow Village Campus District transit hubs. Meta will report the tram schedules, track on-demand trips, and provide adjustment factors during the annual reporting to account for these tram and on-demand trips.

- **Maintenance and security vehicle trip adjustments.** On the Classic and Bayfront campuses, many of the maintenance and security trips travel between origins and destinations within a single campus. These are internal trips to the Meta campuses so they never pass over a monitoring station. In addition, these trips do not travel on public roadways (e.g. Bayfront Expressway and Willow Road). The maintenance and security trips passing through the Willow Road tunnel will avoid travelling on Bayfront Expressway and Willow Road, but they would be counted entering and existing the parking structures or loading areas. Therefore, these trips should not be included in the trip cap. A process will be developed to account for these trips and subtract them from the driveway counts. The adjustment process will be included in the development of the annual reliability factor.
- **Campus District Visitor Parking** – Visitors to the Campus District will use the Town Square shared parking. The Campus District Property Owner will establish a system to track the Campus District visitor parking activity that is approved by the Public Works Director. The system will need to track the number of daily visitor trips and record the activity and provide the data to the City when the reliability factor is calculated. The shared parking areas will include control systems that will collect data on vehicles using the Town Square parking structure. Campus District visitors will be required to validate their parking when they check-in at the Campus District entrances. This data will be used to account for Campus District visitor parking.
- **Campus District Visitor Ride Hailing** – Meta currently monitors ride hailing trips at their campuses as part of the trip cap monitoring for the Classic and Bayfront campuses. The existing ride hailing monitoring includes vehicle counts and origin-destination surveys conducted at ride hailing lounges located at Meta buildings within in Menlo Park. A similar survey approach will be used to monitor ride hailing activity at the Willow Village Campus District. Unlike the other two campuses, ride hailing at the Willow Village Campus District will occur on public streets that are

shared with the other Willow Village districts. Therefore, a survey will be used to capture the number of vehicles and information on the origin/destination of passengers to determine if the trip is related to the Campus District or the other Willow Village Districts. The annual survey will be conducted of the ride hailing activity at the same time the reliability factor is developed. The Campus District Property Owner will establish a survey procedure that is approved by the Public Works Director. This is consistent with the procedure used for the Classic and Bayfront Campuses.

To capture the ride hailing activity for events, the Campus District Property Owner in consultation with City staff shall once a quarter select either a medium (1,001 -2,500 persons) or large (2,501 -5,000 persons) event to survey ride hailing trips for a minimum of two years after buildout of the Office Campus. During each twelve-month period, at least one survey shall occur during a large event. In addition, surveys for two smaller events of less than 1,000 persons shall be conducted during each twelve-month period. The surveys should include rideshare location, arrival/departure date and time, drop-off or pick-up, and number of passengers.

- **Periodic Count Equipment Testing/Recalibration** - The vehicle detection system will be periodically tested to ensure the accuracy of the monitoring counts. During the first two years of operation, testing will be conducted at six-month intervals. If these tests show that the system is operating reliably, then testing can be reduced to once a year. If the equipment is thought to be out of calibration, the Campus District Property Owner will work with the City to test and calibrate the equipment if necessary. The City will have final approval, which approval shall be granted or withheld in a reasonable manner, on all testing and calibration.
- **Installation and Repairs** - New count equipment shall be installed and in good working order prior to final building permit sign-off for occupancy of first Willow Village Campus District office building. The City shall have final approval, which approval shall be granted or withheld in a reasonable manner, of the contractor completing the installation and the maintenance contractor completing any repairs. Non-emergency repairs and maintenance of the monitoring equipment shall occur only on evenings and weekends, unless otherwise approved by the City. The Transportation Division shall be notified at least 48 hours in advance of any non-emergency repairs or maintenance work. The City Transportation Division shall be notified within 24 hours of any emergency repairs. City inspection and approval of any repairs or maintenance is required. Failure to keep monitoring equipment operational in good working order will be considered a violation of the Trip Cap after two working days, unless the repairs/maintenance require additional time as approved by the City and the Campus District Property Owner is diligently pursuing such repairs/maintenance. The Trip Cap penalty will not be enforced during the repair/maintenance of the monitoring equipment. If the City, in its sole and reasonable discretion, determines that the Campus District Property Owner is not diligently pursuing the

repairs/maintenance, the City may elect to perform the repairs/maintenance and charge the cost of the repair/maintenance, staff time, and 15 percent penalty fee to the Campus District Property Owner.

- **Access to Count Equipment/Reporting**- The City shall have the ability to access the count equipment at any time after reasonable prior notice to the Campus District Property Owner. The Campus District Property Owner will not have access to the count equipment, unless approved by the City or in case of the need for emergency repairs. The City shall not unreasonably withhold approval of access for repair/maintenance contractors. The Campus District Property Owner shall have "read-only" access to the reporting data but shall have the ability to record such data and run history reports in order to track trends. Reporting data shall be provided to the Campus District Property Owner and the City in real time. Real time data will provide the Campus District Property Owner the opportunity to take immediate action, if necessary, to avoid violating the Trip Cap.

ENFORCEMENT

The Campus District Property Owner shall be responsible not only for monitoring, but also for achieving compliance with the Trip Cap, which includes, by definition, all trip cap measurements on a daily basis (the AM Peak Hour Trip Caps, the PM Peak Hour Trip Caps and the Daily Trip Cap). The City shall enforce compliance with the Trip Cap.

If, on a given day, the results of the monitoring indicate that the number of trips is at or below the Trip Cap, considering the reliability factor, then the Campus District Property Owner is considered in compliance. If, however, the monitoring, considering the reliability factor, reveals that any of the AM Peak Hour Trip Caps or the PM Peak Hour Trip Caps or the Daily Trip Cap has been exceeded (after accounting for any permitted exclusions), the Campus District Property Owner is in violation of its CDP and the City may take steps to enforce the Trip Cap.

The specifics for enforcement are as follows:

- **Threshold** - If there are any AM Peak Hour Trip Cap, PM Peak Hour Trip Cap or Daily Trip Cap violations that do not qualify for an exclusion as discussed above, then penalties will be imposed.
- **Penalties** - Monetary penalties will be imposed for violations of the Trip Cap in excess of the threshold. Penalties are calculated on a per trip basis and progressively increasing penalties will be imposed for subsequent violation(s) of the Trip Cap based on a tiered system described in the table below. Penalties will be applied for each violation including the AM Peak Hour, PM Peak Hour, and the Daily Period. If any of the AM Peak Hour Trip Caps, and/or PM Peak Hour Trip Caps and Daily Trip Cap are exceeded on the same day, the penalty paid shall be the greater of the sum of the penalties for the AM Peak Hour and PM Peak Hour or the Daily penalty. The penalty payment schedule is shown in the table below.

Penalty Tier¹	Applicability	Penalty Amount per Trip per Day
Tier 1	Tier 1 is the default tier and applies for the month unless one of the other tiers is applicable.	\$66.26 per trip per day
Tier 2	Tier 2 applies for the month if either (a) penalties were imposed in both of the 2 months immediately preceding that month or (b) penalties were imposed in any 4 of the 6 months immediately preceding that month. Tier 2 will not apply if Tier 3 applies.	\$132.56 per trip per day
Tier 3	Tier 3 applies for the month if penalties were imposed in each of the 6 months immediately preceding that month.	\$265.11 per trip per day

1 - Only one tier is applicable for any given violation. In addition, the penalty amounts are shown in 2022 dollars based on the original 2012 penalty amounts that applied to the original project approvals for Building 20 adjusted by CPI.

An example table showing the penalty amounts:

Penalty Cost Per Day			
Vehicles Over Trip Cap	Tier 1	Tier 2	Tier 3
100	\$6,626	\$13,256	\$26,511
500	\$33,130	\$66,280	\$132,555
1000	\$66,260	\$132,560	\$265,110
2000	\$132,520	\$265,120	\$530,220

Example calculation:

AM Peak Period exceeds AM Peak Period Trip Cap by 100 trips
 PM Peak Period exceeds PM Peak Period Trip Cap by 50 trips
 Daily trips exceed the Daily Trip Cap by 400 trips

AM penalty = 100 trips x \$66.26 = \$6,626
 PM penalty = 50 trips x \$66.26 = \$3,313
 Daily penalty = 400 trips x \$66.26 = \$26,504

The Payment would be:

AM + PM penalties = \$9,939
 Daily penalty = \$26,504 - \$9,939 = \$16,565

Total Penalty = \$9,939 (Peak Period Penalty) + \$16,565 (Daily Penalty) = \$26,504

The base penalties are stated in 2022 dollars (based on the original 2012 penalty amounts that applied to the approval of Meta's Building 20, as adjusted by CPI) and shall be adjusted annually per the Consumer Price Index for All Urban Consumers All Items in the San Francisco-Oakland-San Jose Metropolitan Area [1982-84=100] (the intent is for the same penalty rate to apply to Classic, Bayfront and Willow Village Campuses). Penalties are due and payable to the City within 30 days of the issuance of an invoice, which the City shall issue on a monthly basis. The City shall use the penalties collected for programs or projects designed to reduce trips or traffic congestion within Menlo Park and the City shall share 25 percent of the penalties collected with the City of East Palo Alto for use on transportation systems and solutions that help reduce traffic in the City of East Palo Alto around the Classic, Bayfront and Willow Village Campuses. In addition to monetary penalties, failure to comply with the Trip Cap is considered a violation of the CDP and could result in revocation of the CDP.

Violations of the Trip Cap for Willow Village are independent of violations of the Classic and Bayfront Trip Caps. This means, for instance, that if there are violations of the Trip Cap at the Classic and Bayfront campuses for the six months immediately preceding a particular month, but there are no violations of the Trip Cap at the Willow Village Campus District during that same period, Tier 3 would be applicable to the Classic and/or Bayfront Campuses and Tier 1 would be applicable to the Willow Village Campus District.

- **Interim Measure** - If the Campus District Property Owner determines that it needs to secure parking in another location as an interim measure to maintain compliance with the Trip Cap, the Campus District Property Owner may, through the City's entitlement process, obtain approval for the use of another private property in Menlo Park (not the Classic, Bayfront or Willow Village campuses) that includes both a building and associated parking. Trips to such an off-site location will not count toward the Trip Cap only if there will be no more trips to that off-site location than is allowed under the then current use of that property.
- **Compliance** - If after non-compliance, the Campus District Property Owner comes back into compliance with the Trip Cap and maintains compliance for 180 consecutive days, the scale of penalties will revert to the base level and the relevant threshold would once again apply before there is non-conformance and the onset of penalties.



Willow Village TDM Plan

Prepared for:
Peninsula Innovation Partners

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SJ18-1860

FEHR & PEERS

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1. INTRODUCTION

Willow Village will replace approximately one million square feet of industrial, office, and warehouse buildings in the Menlo Science and Technology Park with a mixed-use development. Willow Village creates a new mixed-use community comprised of new housing, retail, hotel, office, and entertainment space. The 59-acre Willow Village site is in Menlo Park’s Bayfront Area. The site is bounded by Willow Road to the west, the Joint Powers Board (JPB) rail corridor to the north, the Hetch-Hetchy corridor and Mid-Peninsula High School to the south and an existing life science office park to the east. **Figure 1** shows the project location and adjacent street network.

The Project will include the following components:

- Community-serving retail
- Below market rate and market rate housing
- A hotel
- Office buildings with associated meeting and conference space
- Open space improvements including a public park and community center
- New bike and pedestrian facilities

The primary purpose of any Transportation Demand Management (TDM) plan is to reduce the amount of vehicle traffic generated by a development by creating measures, strategies, incentives, and policies to shift workers and residents from driving alone to using other travel modes including transit, carpooling/ridesharing, cycling, and walking. TDM strategies can include informational resources, physical site enhancements, monetary incentives, and more. This report presents the comprehensive TDM Plan for the Willow Village development. In addition to reducing vehicles trips, the TDM Plan can reduce the parking demand of the residents and office workers.



The existing and proposed transit, bicycle, and pedestrian facilities near the site are illustrated in this document to provide the transportation context of the Project. The TDM Plan includes attributes of the site’s location and physical improvements at the site as well as the TDM measures that will be provided by the Project.







-  Project Site
-  City Boundary



Figure 1
Project Location and Adjacent Street Network

1.1 PROJECT DESCRIPTION AND TDM APPROACH

Willow Village proposes to replace approximately one million square feet of existing industrial, office, and warehouse space in the Menlo Science and Technology Park with a new mixed-use village including up to 1,730 residential units, 200,000 square feet of retail uses, a 193-room hotel, 1,600,000 square feet of office and accessory uses, consisting of a maximum of 1,250,000 square feet of space for office and amenity uses and the balance (350,000 square feet, if the office space is maximized) of accessory uses. The proposed site improvements include construction of:

- new circulation improvements to accommodate vehicles, bicycles, and pedestrians,
- utility improvements,
- a community park, an elevated park, and other open space improvements,
- residential mixed-use buildings,
- a hotel, and
- office campus improvements.

Figure 2 is a site plan showing the roadway network, landscaping, and building locations. **Figure 3** shows the location of the three districts consisting of the Office Campus District, the Town Square District, and Residential/ Shopping District. The Office Campus District includes the office and accessory space that will be used by Meta. The Town Square District will include the hotel, retail, and restaurants. The Residential / Shopping District will include apartments, a grocery store, and other retail.

Due to the mixture of office, residential, and retail uses, the Project's TDM plan is anticipated to reduce vehicles trips throughout the day as well as during the typical morning and afternoon peak periods of travel. The mix of residential, office, and retail uses within the Project reduces the need to travel long distances to jobs and services. The Project proposes walking and biking improvements including sidewalks and gathering areas for pedestrians as well as on and off-street bike facilities. These facilities reduce the need to use a vehicle to travel within the project.

1.1.1 PROPOSED CIRCULATION AND ACCESS

Figure 2 shows the proposed street network. The Project proposes a new circulation network consisting of approximately 4.6 acres of public rights of way and approximately 7.2 acres of private streets with public access easements. The proposed network will accommodate multiple transportation modes including vehicles, pedestrians, and bicycles. Site access from Willow Road will be primarily provided via two signalized intersections: the realigned Hamilton Avenue intersection and a proposed new intersection at Park Street. Main Street will provide primary north/south access via a new roundabout at O'Brien Drive and East Loop.





Source: Peninsula Innovation Partners





District Boundary

Figure 3
Office Campus District vs. Residential/Shopping District Location



There will also be two right-in/right-out driveways on Willow Road that provided ingress and egress to the Town Square parcel and Parcel 2. Both Hamilton Avenue and Park Street connect with Main Street to facilitate circulation throughout the Community. There will also be a connection via the North Loop Road between Hamilton Avenue and Adams Court. In addition to these roadways, the Project includes an off-street pedestrian and bicycle pathways that parallel Main Street and East Loop Road.

1.1.2 PROPOSED CAMPUS PARKING AND TRANSIT

Along the eastern edge of the Office Campus District, seated worker parking will be provided in two parking structures with a total of approximately 3,325 parking spaces with an additional 600 valet spaces. Both parking structures include a ground-level transit hub for regional Meta worker commuter shuttles and intra-campus trams. Intra-campus trams will also operate on Main Street, West Street, and East Loop Road providing service between the Willow Village, Bayfront, and Classic Campuses. Visitor parking for the Office Campus District will be in a shared parking structure in the northwestern corner of the project site. Shared parking is located under the Town Center, Hotel, and Parcel 3 and will be used by the hotel guests and employees, retail patrons and employees, and office visitors.

Reserved residential parking will be located on the residential parcels. On mixed-use parcels with residential and retail uses, provisions will be made to reserve the residential parking spaces. Residential parking spaces will be unbundled to provide flexibility for residents, and it generally keeps car ownership lower which supports the lower end of City's municipal code requirements. The publicly accessible park will have its own surface parking lot and on-street parking will be time limited during the day for general use.



2. SITE CONTEXT - TRANSPORTATION SERVICES

The transportation system serving the project site includes roadways, pedestrian and bicycle facilities, and transit services. The existing transit, bicycle and pedestrian facilities, and planned project improvements that will support travel to the site by modes of transportation other than driving alone are described below. The data presented represents transit operating conditions prior to the shelter in place order issued March 16, 2020.

2.1 NEARBY TRANSIT SERVICE

The City of Menlo Park encourages the use of transit as an alternative mode of transportation and is served by two major transit providers: SamTrans and Caltrain. San Mateo County Transit District (SamTrans) provides bus service throughout San Mateo County and into parts of San Francisco and Palo Alto. Caltrain provides commuter rail service between San Francisco and San Jose. In addition, Caltrain shuttles provide access from the Menlo Park Caltrain Station to the Willow Road area office buildings during commute hours.

Paratransit services are also available for seniors and people with disabilities. The transit district offers Redi-Wheels paratransit service for persons with disabilities who are unable to take SamTrans regular buses.

Figure 4 shows the existing transit bus routes and bus stops that serve the Project site. **Table 1** summarizes hours of operation and service frequencies for the bus routes nearest the site.

2.1.1 EXPRESS BUS SERVICE BETWEEN THE EAST BAY AND PENINSULA



The Dumbarton Express is an all-day, limited-stop bus service that takes riders from the East Bay to the Peninsula via Dumbarton Bridge on two bus routes. The DB route serves stops on Willow Road in Menlo Park and connects to the Downtown Palo Alto Transit Center. The DB1 route serves stops on Willow Road in Menlo Park north of US 101 and connects to Stanford Research Park via Oregon Expressway. Dumbarton Express bus stops that serve the Willow Village site are located on

Willow Road and are accessible within a five-minute walk to and from the site. The closest existing stops are located at the intersection of Willow Road and Ivy Drive and Willow Road and Hamilton Avenue.

2.1.2 CALTRAIN

Caltrain provides weekday commuter rail service between San Jose and San Francisco. There are currently 46 trains traveling northbound to San Francisco and 46 trains traveling southbound from San Francisco each weekday. A total of 65 trains that serve the Menlo Park Station each day. The Menlo Park and Palo Alto Downtown stations are located approximately 3.0 miles



southwest of the Project site and can be accessed by a twenty-minute bicycle ride, or a thirty-minute bus ride on either M4-Willow Road Shuttle or Dumbarton Express bus routes near the Willow Village site that drop riders off directly in front of the Menlo Park and Palo Alto Caltrain stations. Meta currently provides additional private shuttle service for their Menlo Park workers to the Palo Alto, Menlo Park, and Redwood City Caltrain stations.

2.1.3 M4-WILLOW ROAD SHUTTLE

The M4-Willow Road Shuttle is a free commuter shuttle open to everyone. It runs between the Menlo Park Caltrain station and the Willow Road area business parks. The M4-Willow Road Shuttle schedule operates Monday through Friday during the peak period Caltrain schedule. The Menlo Park shuttle service has been in operation since 1989 and is funded through grants from San Mateo City/County Association of Governments, Bay Area Air Quality Management District, and the City of Menlo Park. The closest stops are located south of the Project site along O'Brien Drive, northeast of the intersection of Willow Road and Ivy Drive, and along Hamilton Court and Adams Court.

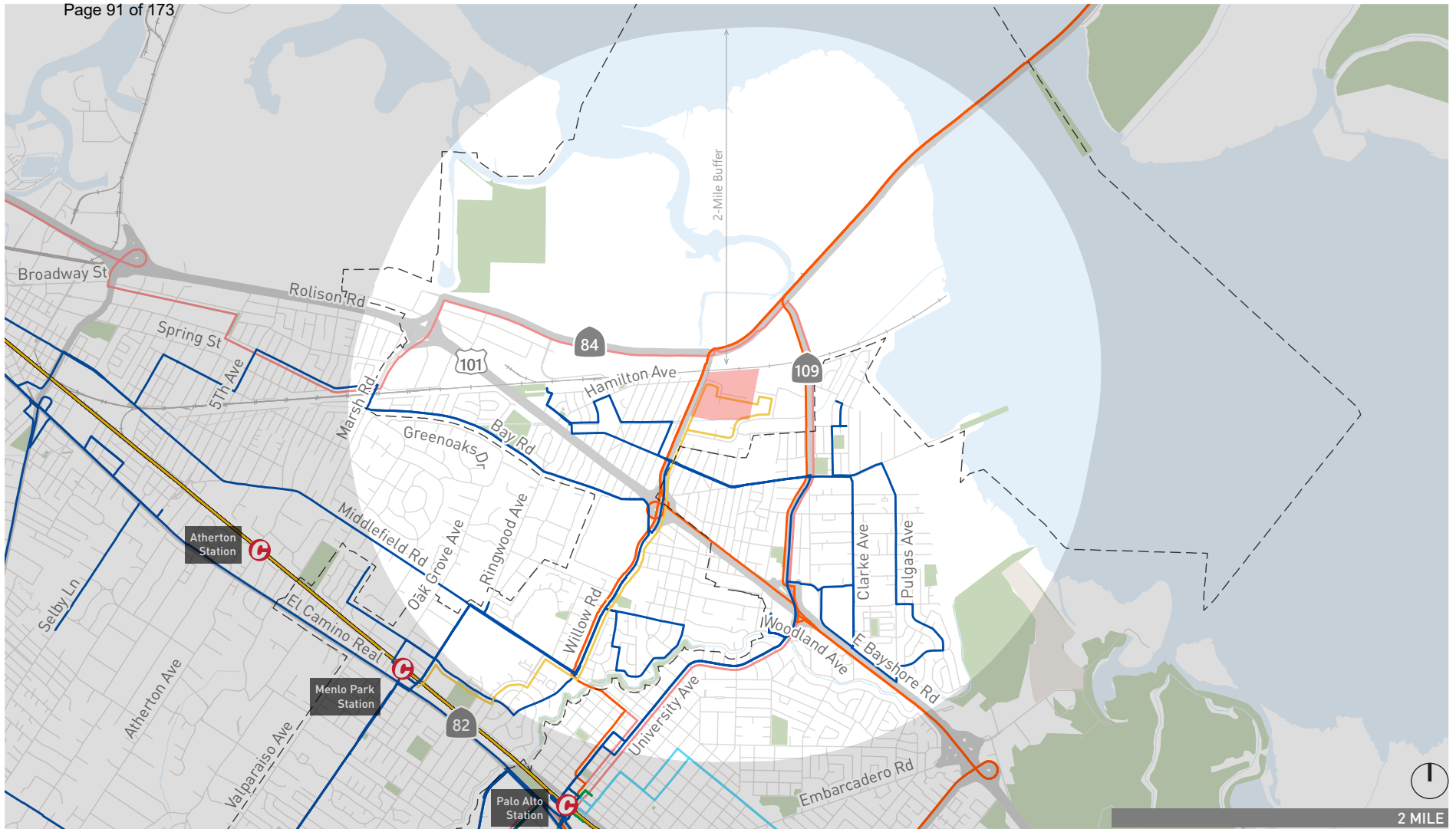
TABLE 1: NEARBY TRANSIT SERVICES

Route	From	To	Weekdays		Saturdays		Sundays	
			Operating Hours	Peak Headway (minutes)	Operating Hours	Headway (minutes)	Operating Hours	Headway (minutes)
Dumbarton Express								
DB	Union City BART	Stanford Oval	5:20 am to 8:45 pm	20	No Service			
DB1	Union City BART	3475 Deer Creek Road	5:20 am to 8:30 pm	20	No Service			
Caltrain Shuttle								
M4-Willow Road	Menlo Park Caltrain	Hamilton Court	7:00 am to 10:00 am & 3:15 pm to 6:15 pm	60	No Service			

2.1.4 PARATRANSIT

SamTrans paratransit is provided to eligible individuals with disabilities who are prevented from using regular transit services. The San Mateo County Transit District provides paratransit using Redi-Wheels on the bayside of the county and RediCoast on the coast side. Eligible Willow Village residents and employees could use this service to reach nearby destinations.





Transit_Routes

-  Caltrain Line and Station
-  AC Transbay
-  Stanford Marguerite Shuttle
-  Project Site (Willow Village)
-  Caltrain Shuttle
-  Dumbarton Express
-  samTrans
-  City Boundary
-  Santa Clara Valley Transportation Authority

Figure 4
Existing Transit Service

2.2 EXISTING PEDESTRIAN AND BICYCLE FACILITIES

2.2.1 EXISTING AND PROPOSED PEDESTRIAN FACILITIES

Pedestrian facilities near the site include sidewalks, crosswalks, curb ramps, and pedestrian signals. There is a continuous sidewalk along Willow road on the east side of the street. To access the west side of Willow Road from the Project site, there are two existing signalized crosswalks within walking distance from the proposed development. The existing crosswalks are located at the intersection of Willow Road and Ivy Drive and the intersection of Willow Road and Hamilton Avenue. Most of the existing pedestrian activity occurs at the Willow Road and Hamilton intersection, which is the closest pedestrian connection to the Bayfront and Classic campuses.

As part of the Willow Village development and to enhance the pedestrian experience, publicly accessible open spaces within the Project site are proposed including a publicly accessible park located northeast of the intersection of Willow Road and Ivy Drive, an off-street bike and pedestrian path connecting O'Brien Drive to the proposed Willow tunnel, town square, retail district, and a dog park near O'Brien Avenue. **Figure 2** shows the location of the proposed open spaces within the Project site.

The Project proposes to implement pedestrian crossing improvements along Willow Road. These improvements include installation of new traffic signal at the proposed intersection of Willow Road and Park Street, and sidewalk and landscape improvements. The project will implement a grade separated pedestrian crossing near the Hamilton Avenue and Willow Road intersection via the elevated park. Pedestrian improvements will also be evaluated the intersection of Ivy Drive and Willow Road. Per the proposed site plan, the Project proposes a new intersection at O'Brien Drive requiring new traffic signals with pedestrian crossing considerations.

2.2.2 EXISTING AND PROPOSED BICYCLE FACILITIES

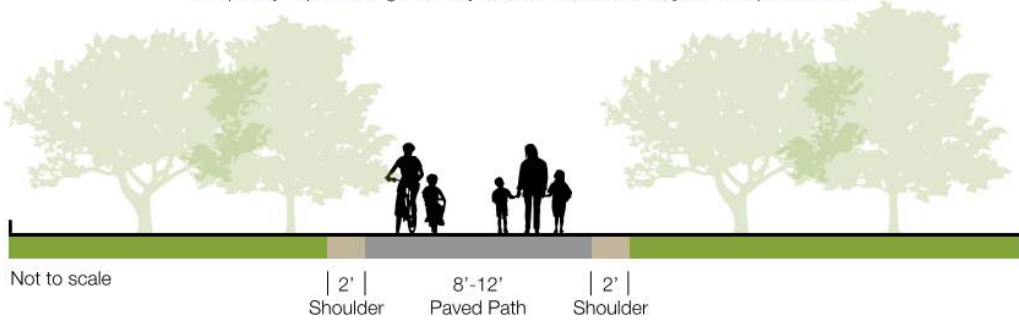
The California Department of Transportation (Caltrans) recognizes four classifications of bicycle facilities:

- **Class I Shared-Use Path**, or commonly referred to as a Bikeway or Bike Path, is a facility separated from automobile traffic for the exclusive use of bicyclists. Class I facilities can be designed to accommodate other modes of transportation, including pedestrians and equestrians, in which case they are referred to as shared use paths.



SHARED-USE PATH (CLASS I)

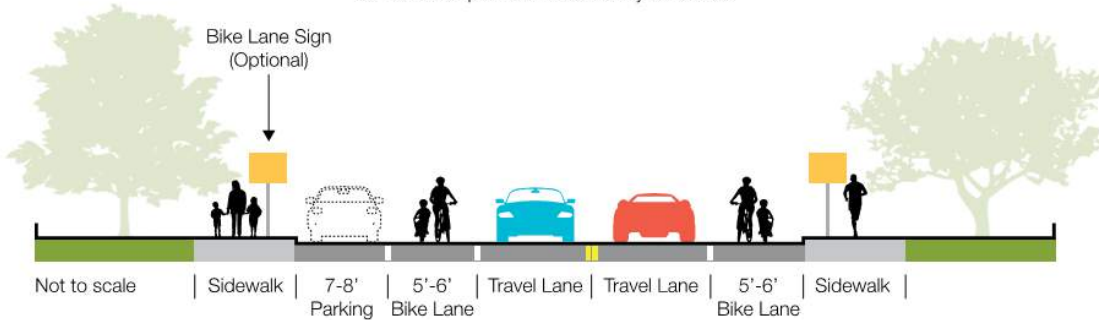
Completely separated right-of-way for exclusive use of bicycles and pedestrians



- **Class II Bicycle Lane** is a dedicated facility for bicyclists immediately adjacent to automobile traffic. Class II facilities are identified with striping, pavement markings and signage, and can be modified with a painted buffer to become a buffered bicycle lane (Class II)

BICYCLE LANE (CLASS II)

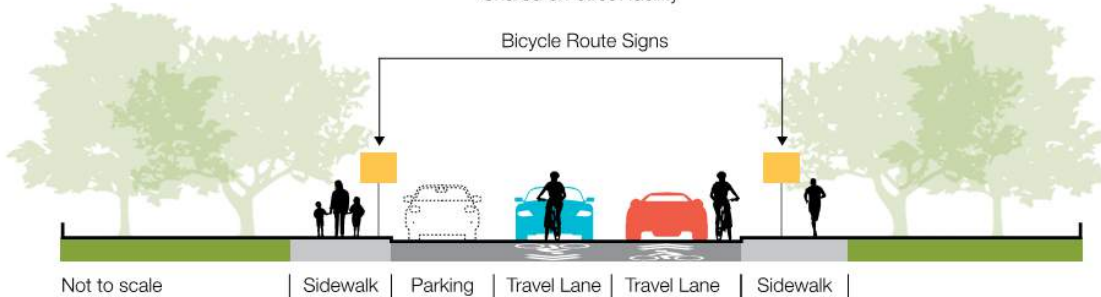
On-street striped lane for one-way bike travel



- **Class III Bicycle Route** is an on-street route where bicyclists and automobiles share the road. They are identified with pavement markings and signage and are typically assigned to low-volume and/or low-speed streets.

BICYCLE ROUTE (CLASS III)

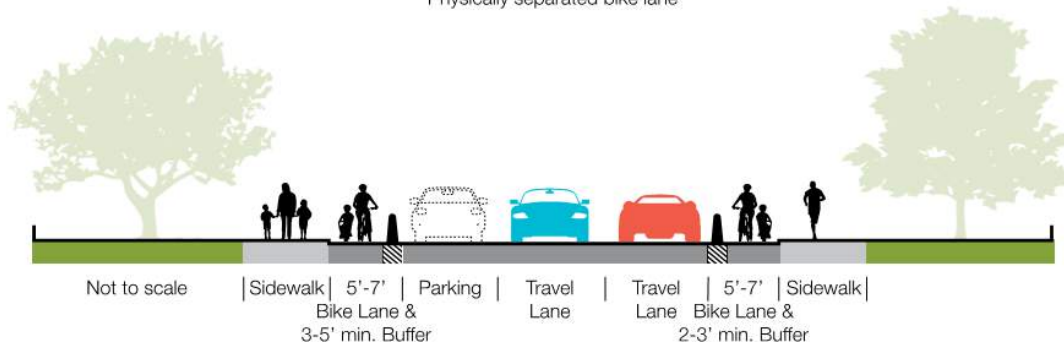
Shared on-street facility



- Class IV Cycle Track or Separated Bikeway**, commonly referred to as a protected bicycle lane, is a facility that combines elements of Class I and Class II facilities. They offer an exclusive bicycle route immediately adjacent to a roadway similar to a Class II facility but provide a physical separation from traffic with plastic delineators, raised curb, or parked automobiles.

CYCLE TRACK/SEPARATED BIKEWAY (CLASS IV)

Physically separated bike lane



Class I shared use path and class II bicycle lanes exist near the site, as shown in **Figure 5**. Willow Road west of the Project site, has class II bike lanes on both sides of the street which are connected to the Bayfront recreational trail shared use path along Bayfront Expressway to the north of the Project site. As part of the Menlo Park Comprehensive Bicycle Development Plan, class II bike lanes are proposed along O'Brien Drive connecting Willow Road to the University Avenue. In addition, Class II bike lanes exist along University Avenue serving local trips with north-south connectivity between East Palo Alto and Bayfront recreational trail. The comprehensive plan recommends class III shared on-street facility along Hamilton Avenue. As part of the proposed Willow Village development, there will be an off-street multi-use pathway adjacent to the East Loop Road that provides north-south connectivity between the proposed North Loop Road and O'Brien Drive within the Project site.





- | | | |
|------------------------|-------------------------------|---------------|
| Existing Bike Facility | Proposed Bike Facility | Project Site |
| Class I Bike Path | Class I Bike Path | City Boundary |
| Class II Bike Lane | Class II Bike Lane | |
| Class III Bike Route | Class III Bike Route | |
| | Class IV Bike Lane (Buffered) | |



Figure 5
Existing and Proposed Bicycle Facilities

2.3 EXISTING CARSHARE

Carsharing allows members to reserve vehicles by the hour or the day, and is typically used for short-term, local trips. Carsharing supports commute modes of travel such as transit, carpooling, walking, and biking, by providing users with access to a vehicle when needed during the workday. There are several Carsharing providers located near or in Menlo Park include Zipcar, Enterprise, Hertz, Avis, and Budget. Meta sponsors three existing carshare vehicles operated by Enterprise. There is one existing Zipcar located within the project study area near Meta Building 58.

Additionally, other carshare services allow residents and neighbors to offer their own vehicles as part of carsharing services (peer-to-peer) such as Getaround, and Turo (formerly Relay Rides).

2.4 EXISTING RIDESHARE

Ridesharing is the term to describe grouping travelers into common trips, which allows travelers to better utilize empty seats in passenger cars or vans. Rideshare matching programs, such as 511 Regional Rideshare Program, Scoop, Waze Carpool, Uber Pool, Lyft Carpool, Duet, Carma Carpooling, and other ridesharing apps help carpools and vanpools to form by matching drivers and passengers. Ridesharing services make it easy to coordinate carpools and allows residents or employees to consider downsizing or eliminating the number of vehicles they own.

2.5 EXISTING RIDE HAILING

Ride hailing is for-hire, point-to-point transportation services, which include transportation network companies (TNCs) and taxis. Within the last few years, TNCs, such as Uber and Lyft, have become the primary method of ride hailing since the many users can easily utilize smartphone apps to send requests for rides. Like carshare and rideshare, ride hailing makes it easy to coordinate and reserve a ride, which allows residents and employees to consider downsizing or eliminating the number of vehicles they own.

Meta has instituted ride hailing lounges on three of their Menlo Park Campuses including the Willow Village campus. The ride hailing lounges provide a centralized location where TNC vehicles are directed to pick up or drop-off their users.



3. TDM MEASURES AND STRATEGIES

There are numerous strategies that can be used to encourage residents and workers to use modes of transportation other than driving alone and, therefore, reduce the vehicle miles traveled (VMT) and parking demand generated by a development. TDM is made up of two key components. The first component are the physical design features of a project that allows users not to drive-alone such as combining residential, retail and office uses; building design features such as showers and changing areas and providing pedestrian and bicycle facilities. The second component are the operational programs offered by employers and residential building managers that will reduce drive-alone travel.

The following sections describe a proposed set of programs that could be used to reduce drive-alone trips to the office, residential, retail and hotel components of the project.

3.1 OFFICE COMPONENT TDM

It is assumed that Meta will occupy the office component of the Willow Village project. Meta currently operates an aggressive TDM program that substantially reduces the number of solo drivers to their Menlo Park campuses. A reduction in solo drivers directly reduces the number of vehicles trips at the campus by two trips - one inbound trip in the morning and one outbound trip in the afternoon. Recent Meta surveys¹ demonstrated that the drive-alone rate for the Menlo Park campuses is 51%. The drive-alone rate for commuters in San Mateo County is 69% as reported in the 2017 American Community Survey, U.S. Census Bureau. Approximately 34% of Meta workers use the Meta shuttles for their commutes.

While the commuter shuttle service is a major component of the TDM program, Meta offers a broad range of services, subsidies, and amenities to their workers that make it possible to use travel alternatives to driving alone. **Table 2** summarizes the existing Meta TDM measures that will be available to workers working at office component of Willow Village. These programs include drive-alone alternatives such as transit subsidies, shuttles, carpools, and vanpools. In addition, Meta provides key support services and amenities such as “last-mile” connections to Caltrain, showers and changing rooms, secure bike storage, preferential vanpool parking, intra-campus trams within the Menlo Park campuses, and carshare that frees workers from needing a personal vehicle at the workplace. The campuses also include other amenities such as banking services, a wellness clinic, fitness centers, and food service. Meta’s TDM program also has an extensive education and marketing program that provides workers information beginning at their initial job orientation.

¹ Fehr & Peers conducted ground counts of all driveways serving Meta’s Menlo Park campuses for three days in October 2018. This driveway data was combined with transit ridership, carpool, and vanpool data provided by Meta to develop mode splits for the 4-hour peak period from 7:00 AM to 11:00 AM. The analysis is documented in Fehr & Peers memorandum *Facebook Menlo Park Campus 2018 Mode Share Monitoring*, December 3, 2019.



TABLE 2: META OFFICE TDM PROGRAM

TDM Measure	Description	Meta Program
Transit Pass Subsidy	Monthly reimbursement for public transit commute costs (fare).	Full time employees and interns are eligible for a subsidy of up to \$260/month toward eligible public transit.
New Hire Clipper Card Program	Clipper cards with cash value for use on specific transit agencies.	Clipper cards with \$130 e-cash loaded are available to new workers to allow for immediate use of public transportation.
Parking at BART, and Caltrain	Monthly reimbursement for parking at specific transit stations.	Up to \$100 month reimbursement available for parking at Caltrain and BART.
Last-Mile Transit Connections	Shuttles to/from nearby transit facilities.	Meta will provide dedicated shuttles to nearby transit facilities to provide reliable connections between transit stops and the Menlo Park campuses.
Commuter Shuttle Bus Services	Private shuttle service from various regions of the Bay Area to the Menlo Park campuses.	Currently, Meta provides free direct services between Menlo Park and Sunnyvale, Palo Alto, San Francisco, Mountain View, Cupertino, Campbell, Berkeley, Oakland, Dublin, Castro Valley, Redwood City, San Jose, Fremont, Danville, San Ramon, Los Gatos, Millbrae, San Mateo, Santa Cruz, Scotts Valley, Marin, Saratoga, and other cities for workers.
Bicycle Amenities and Perks	Lockers, showers, towel service, bicycle pumps, FixIt self-repair station, etc.	<ul style="list-style-type: none"> • A 24/7 DIY FixIt station will be located within the office complex along with a free vending machine with emergency parts for repair. • Routine Bike to Work Days with giveaways are held with bike shop staff leading group rides. • Each worker-occupied building has interior bike parking, and a bike cage that offers additional bike parking space.



TDM Measure	Description	Meta Program
Bike Sales and Rentals	Bikes available for purchase and rental onsite.	Discounted bikes are available for sale onsite and sold below MSRP and include a commuter-ready package with a helmet, lights, and a U-lock. Bike rentals are available for periods of 1-2 weeks for visiting employees.
Vanpool Program	A program that allows groups of people to share rides to and from work.	Meta contracts with Enterprise to assist in the formation of vanpools. Groups of five workers can form a vanpool. Meta pays for the vehicle costs, insurance, and maintenance. The vanpool members pay for fuel.
Carpool Matching with the Internal Ride App	Scoop & Meta Ride App for carpool match.	Meta is in the processing of transitioning to Scoop for carpool matching between workers. Previously, they used their Ride App to connect workers to coordinate a carpool.
Dedicated Vanpool Parking	Dedicated parking for Vanpools.	Meta provides preferred parking for Vanpools.
Education and Promotion	Educational and promotional events to encourage employees to use alternative modes to travel to and from the workplace.	Drop-in commute advice is available through the Transportation Desk at the transportation hubs. There will be four transportation hubs when Willow Village is open. Events and competitions for prizes include bike commuting classes and Bike to Work days. New workers receive information on various commute options during orientation.
Emergency Ride Home	Rides provided for employees in case of emergency.	In the event of an emergency, Meta provides rides home to all rideshare and alternative mode commuters who may not have a vehicle readily accessible.
Campus Bike Share Program	Bicycles provided for employee use on campus.	This program provides Meta Bike Share Bicycles for workers to use for trips around campus.
Intercampus Tram and On-Demand Car Service	Tram service to transport workers between buildings.	A fleet of electric and non-electric vehicles to transport employees between buildings, and a separate on-demand car service for moving between campuses at Menlo Park.
Carshare	Car sharing available on campus.	A fleet of shared cars that are available to reserve for free if employees use alternative transportation to commute and have a mid-day errand or business appointment offsite. Meta provides Enterprise vehicles for employees and there are also publicly available Zipcars.



TDM Measure	Description	Meta Program
Amenities	Provision of services at the campus so workers do not need a vehicle at work or do not need to make mid-day trips.	Meta provides a wide range of on-site amenities for workers that minimize the need to make trips in personal vehicles. These amenities include: <ul style="list-style-type: none"> • cafes • banking services/ATMs • dry cleaning services • fitness center(s) • wellness center • bicycle shop & DIY Fixlt stations • car wash services • auto services (oil changes) • vehicle fueling

Source: Fehr & Peers / Meta Transportation Group, August 2020

As noted above, the Meta TDM program reduces the commute drive-alone rate to 51% as compared to the county average drive-alone rate of 69%. This is a reduction of 26% in the drive-alone rate over the county average. This level of drive-alone reduction is sufficient to reduce the peak hour trips by more than 20% relative to the Institute of Transportation Engineers general office trip generation for the office component of the Project. There will be additional peak period commute trip reductions due to the presence of nearby housing in the residential/retail portion of the project.

3.1.1 TDM ENHANCEMENTS TO REDUCE OFFICE PARKING DEMAND

The *Willow Village Parking Assessment Report* (July 2021) identified that there would be a shortfall in the office seated worker parking supply of 106 spaces (vehicles). Therefore, the Meta TDM program will need to make modest improvements to shift more seated workers from driving-alone to other commute modes to reduce the office worker parking demand. As stated above the current drive alone for the entire MPK campus (Classic, Bayfront, Willow, and Chilco) is 51 percent. If the parking reduction is assumed to occur only at the Willow Village campus, the drive-alone rate for the Willow Village campus would need to be 49.7 percent. However, Meta TDM programs are available to all seated workers in Menlo Park. Any enhancements to the TDM programs will be applied to all Meta seated workers; therefore, to achieve a reduction of 106 spaces, the overall Menlo Park drive-alone rate would need to be 50.6 percent. To achieve this 0.5% reduction, Meta will need to invest additional resources into their existing programs and, possibly, add to or expand the commute programs offered to workers.

As described above, Meta’s has an extensive set of TDM programs that they can utilize to reduce the drive-alone rate by expanding existing programs and/or offering higher incentives not to drive alone. Some of the key TDM programs Meta could enhance or increase their investment to achieve the reduction in drive-alone rate and reduce the parking demand are:

- Employee shuttle service – expanded service areas or frequency of service
- Bicycle commute incentives – amenities such as showers, lockers, fix-it stations, bike rentals and bike sales to employees
- Carpool matching – service to match Meta employees to form carpools or van pools
- Vanpools – provision of a van for groups of five or more employees
- Public transit incentives – subsidized transit passes and station parking costs
- Implement and/or maintain flexible work schedules and work from home policies that will reduce the number of workers on-campus during the work week

In addition to these existing TDM programs, Meta is considering new TDM programs and activities that will promote other modes of travel for commuters including bicycle facility improvements and parking management options.

The Meta Transportation team monitors TDM program effectiveness and refines the TDM programs to meet the needs of their workers. The TDM program monitoring and evaluation is designed to determine the effectiveness of each individual program and the program's ability to reduce peak period vehicle trips, eliminate drive alone vehicle trips, and reduce parking demand. Programs that are under performing may be replaced with new programs that are designed to better meet workers' commute travel needs. Therefore, this TDM Plan is designed to evolve over time. A description of the TDM monitoring is provided in Section 3.3 Monitoring Program.

3.2 RESIDENTIAL/RETAIL COMPONENT TDM

While the Office TDM program will be delivered by Meta to their workers, the TDM program for the residential, retail, and hotel (Residential/Retail TDM) components will be delivered by multiple entities including property management companies for residential uses and individual businesses for the retail, restaurant, and entertainment uses. Either the property owner's association or a Transportation Management Association will be created to coordinate the delivery of the Residential/Retail TDM Plan. The Association will improve the effectiveness of the programs and potentially reduce the overall costs to deliver the TDM programs. The Association will establish by laws for the operation of the organization and establish a funding mechanism for common services provided by the Association. The Association will be formed prior to the completion of the first phase of construction.

The City of Menlo Park will require the Willow Village Project to implement a TDM program that will reduce the trip generation of the proposed land uses by 20% as compared to the trip generation using standard Institute of Transportation Engineers (ITE) trip generation rates. The 20% reduction will be accomplished through both design features of the Project that make it easier to travel without a vehicle, and specific programs or incentives to reduce the number of drive-alone vehicle trips. The Willow Village Residential/Retail TDM program will consist of strategies that are aimed at discouraging single-occupancy



vehicle trips and encouraging alternative modes of transportation, such as carpooling, taking transit, walking, and biking. Strategies included in most TDM programs address a wide range of transportation factors, including parking, transit access, shared mobility, bicycle infrastructure, site design, education and encouragement, and management.

TDM reductions for the Project were estimated based on the California Air Pollution Control Officers Association (CAPCOA) research and methodologies as described in Quantifying Greenhouse Gas Mitigation Measures (2010) and more recent research for the California Air Resources Board Zero Carbon Buildings and Communities studies.

Residential and commercial land use TDM credits were calculated separately, as certain TDM measures are more appropriately applied in the commercial arena or vice versa. For example, for commercial tenants, vanpools and rideshare may be effective tools to reduce employee solo vehicle trips. However, vanpools would be difficult to implement for residents who are traveling from the Project to many disparate destinations. For residents, unbundling parking is a more effective strategy as residents are incentivized to reduce car ownership to save on monthly rental costs for a vehicular parking space. Additionally, the net effectiveness of commute trip reductions is reduced for the commercial land uses as those measures are only applicable to the work trips made by commercial land use employees, rather than the trips made by commercial patrons.

Table 3 provides a list of physical and programmatic TDM actions that could be provided to the retail/hotel employees and Willow Village residents along with an indication of which use or uses they are appropriate. The TDM measures listed in **Table 3** include both physical design measures such as pedestrian and bike facilities and programs that help shift travelers out of their personal vehicles. In addition, **Table 3** also includes reserved measures that could be used to improve the performance of the Residential/Retail TDM plan, as needed in the future.

TABLE 3: WILLOW VILLAGE RESIDENTIAL/RETAIL TDM PROGRAM

TDM	Description	Implementation	Retail/ Hotel Employees	Residents	Reserved Measure
Transportation Management Association	Create an Association for the mixed-uses.	<ul style="list-style-type: none"> Information sharing Education & marketing function – TDM coordinator Pooled resources to reduce costs Provide emergency rides home for workers Assist in monitoring TDM programs 	✓	✓	



TDM	Description	Implementation	Retail/ Hotel Employees	Residents	Reserved Measure
Increasing diversity of land uses	Increasing developed area dedicated to a complementary but uncommon or nonexistent use in the surrounding neighborhood	Proposed development includes a combination of multi-family residential units with retail spaces including grocery, restaurants, entertainment, and hotel.	✓	✓	
Housing	Housing built near job center	Willow Village development includes multifamily residential units which could accommodate some of the workers working in the office, retail, and hotel components of the development.		✓	
Public Transit Improved Service	Coordination with SamTrans to provide potential service options to the site.	The property managers and employers will work with SamTrans staff to improve service area around the Project site through providing new frequent routes or re-routing the existing SamTrans routes.	✓	✓	
Bicycle Amenities	Lockers & showers	Clothing lockers and showers are provided in the overall design of the hotel. Facilities may be provided by other commercial spaces as tenant improvements are prepared.	✓		
Bicycle network	Integration of the Project site bike network into the City's bike network	The Proposed site plan includes a network of publicly accessible open spaces and a bike and pedestrian path which will be integrated into the City of Menlo Park's bike network.	✓	✓	



TDM	Description	Implementation	Retail/ Hotel Employees	Residents	Reserved Measure
Vanpool Program	A program to allow groups of people to share rides to and from work.	Sponsored by mixed-use owners and/or employers through the Association, the vanpool program would take advantage of serving all the retail employment. A combined service could be explored to take advantage of the large number of Meta workers for ride matching.	✓		
Carpool Matching	Use of public or private service	Use of 511 RideMatch, SCOOP or WAZE Carpool for employees. This is a reserved action for residents. Most ride matches are made at the place of employment. The Association's ride matching could potentially take advantage of the substantial number of Facebook Meta workers for ride matching	✓		✓
Dedicated Carpool/ Vanpool Parking	Dedicated parking for multiple-occupancy vehicles	Spaces will be provided for carpools and vanpool in parking structures for groups that form carpools or vanpools.	✓		✓
Shared Parking	Provision of shared pool of parking for the mixed-use development	The retail, hotel, office visitors, and residential guests will share a pool of parking.	✓	✓	
Emergency Ride Home	Rides provided for employees in case of emergency	In the event of an emergency, the Association provides rides home to hotel / retail employees that use alternative modes to commute to work.	✓		
Wayfinding and Lighting	Provision of wayfinding signage and lighting	The project developer will provide bicycle, pedestrian, transit and vehicle wayfinding signage and lighting throughout the development.	✓	✓	



TDM	Description	Implementation	Retail/ Hotel Employees	Residents	Reserved Measure
Carshare	Car sharing located in public parking areas	Shared cars that are available for a fee to retail/hotel employees and Willow Village residents to run errand or business appointment offsite. Fees could be subsidized for employees using alternative modes for their commute.	✓	✓	
Bicycle Parking	Enclosed secure bicycle parking	Incorporated into the design of the mixed-use and hotel buildings.	✓	✓	
Bicycle Repair Stations	Do it yourself repair stations located in the development	These facilities allow residents and employees to repair and maintain bicycles that can be used for their commutes.	✓	✓	
Bike Sharing	Provision of bike share stations at the development	The property managers and employers will work with the City of Menlo Park to advocate for bike share stations at the development.	✓	✓	
Commute Assistance Center/Website	Information sharing to new residents & employees	A function provided by the Association for the mixed-use component.	✓	✓	
Unbundled Residential Parking / Limit Parking Supply	Separate sale or lease of a vehicular parking	Unbundled parking, which separates the sale or lease of a vehicular parking space from the sale or lease of living units, will be provided for all market-rate residential units.		✓	
Metered On-Street Parking	Priced on-street parking	On-street parking would be priced. This measure requires coordination and approval from the City of Menlo Park.	✓	✓	
Parking Management & Off-Street Parking Fees	Priced off-street parking	The retail & residential district will implement a parking management system for the shared and residential parking as described in the text.	✓	✓	

Source: Fehr & Peers, May 2022



The TDM programs promote use of transit, carpooling, vanpooling, biking, and walking to reduce vehicle trips. These programs are complimented by physical design features such as bicycle parking, pedestrian and bicycle features, and showers/changing areas in large workspaces. Each TDM strategy has an associated range of effectiveness in reducing vehicle trips and the combination of strategies have an overall effectiveness. The overall effectiveness is not simply additive when programs are combined since some of the programs overlap in terms of their markets and effectiveness. For this analysis, we evaluated the range of effectiveness as shown in **Table 4** and have chosen to use the average of the range of the combined strategies effectiveness.

Based on the CAPCOA and CARB research, it is estimated that the Project’s Residential/Retail TDM program would reduce the residential, retail, and hotel trips as follows:

- Residential trip reduction 24%
- Retail trip reduction 18%
- Hotel trip reduction 20%

The overall trip reduction from the Residential/Retail TDM program as proposed would be approximately 20%. The estimates represent the average of the potential range effectiveness for each land use supported by evidence from the application of these same measures at other projects reported in the CAPCOA and found in more recent CARB research.

The City of Menlo Park requires that the project monitor the effectiveness of the TDM programs in achieving a 20% reduction in trips. The TDM monitoring program is outlined below for the Mixed-Use and Office Components.

TABLE 4: WILLOW VILLAGE RESIDENTIAL/RETAIL TDM PROGRAM EFFECTIVENESS

TDM Strategy	Residential	Retail	Hotel
Parking			
Unbundle Parking & Reduced Parking Supply	Up to 20%	--	--
On-Street Parking Fees	3% to 11%	3% to 11%	3% to 11%
Off-Street Parking Fee (reserved program)	6% to 11%	6% to 11%	6% to 11%
Bike & Walk			
Secure Parking	Up to 1%	Up to 1%	Up to 1%
Showers & Lockers	Up to 1%	--	--
End of Trip Repair Stations	Up to 1%	Up to 1%	Up to 1%



TDM Strategy	Residential	Retail	Hotel
Bike Share & Subsidies	Up to 1%	Up to 1%	Up to 1%
Commute Programs / Association			
Marketing Program	3% to 10%	Up to 1%	Up to 1%
Commute Incentives	--	Up to 1%	Up to 1%
Total of All Measures	11% to 36%	9% to 27%	9% to 31%

Source: Fehr & Peers, December 2021



4. WILLOW VILLAGE TDM MONITORING PLAN

The City's Zoning Ordinance requires annual reporting to evidence achievement of the intended TDM reduction. While the Zoning Ordinance does not specifically describe the monitoring process, City staff has requested a monitoring plan as a means of demonstrating compliance. This section outlines a TDM monitoring plan designed to document the effectiveness of the office and mixed-use TDM plans.

As outlined above in Sections 4.1 and 4.2, there are two distinct components in the Willow Village TDM plan. The office component of the plan will be implemented by Meta as the sole owner and occupant of the office space. The mixed-use component (residential, retail, and hotel) will have multiple owners, property managers, and tenants; therefore, a Transportation Management Association (Association) will be established to assist in the implementation, coordination, and reporting of the programs included in the residential / retail TDM plan. While the Association can assist in the implementation and reporting, the ultimate effectiveness of the residential / retail TDM programs will depend on the execution by each Association member.

4.1 OFFICE TDM (TRIP CAP) MONITORING

Meta is proposing an office trip cap for Willow Village office uses that is consistent with the trip caps currently used on both the Classic and Bayfront campuses. The proposed office trip cap and monitoring for the Willow Village campus is presented in the memorandum entitled Willow Village Trip Cap Proposal, August 15, 2020. The proposed daily and peak hour trip caps meet or exceed (in the peak hours) the City's TDM Ordinance reduction of 20% over ITE rates. The proposed annual trip cap monitoring report provides information on the driveway vehicle counts, special events, and any exceedances of the caps, as well as a list of TDM programs that are provided by Meta to their workers. The monitoring report of the Willow Village Office trip cap, and TDM program, will be packaged with the other trip cap monitoring reports for the Classic and Bayfront campuses and provided together to the City.

While the final details of the worker monitoring program will be established in collaboration with City staff, the key components of the office TDM monitoring are summarized below:

Meta Workers

Worker auto and transit vehicle trips will be monitored at the two worker parking structures where workers will park their cars and the Meta shuttle hubs are located. The proposed design of the workers parking structures will allow for monitoring at the entries and exits used by autos and transit coaches. Therefore, it will be possible to monitoring these locations with automated devices 24-hours a day, 365 days a year.



Office Visitors (Shared Parking Structures)

Since the office visitor parking will be shared with the retail and hotel uses, an alternative monitoring approach will be established to determine the trips associated with office visitors. There will be multiple shared parking facilities within the Town Square and mixed-use portion of the project (parcels 2 and 3). The mostly likely location for office visitors to park would be in the central Town Square parking structure. The basic monitoring approach would be to use a commercial parking application to track visitor activity. Validation of the parking would be provided when checking in at security. The validation data will be included as a part of the annual monitoring reporting to account for visitor trip. This process is similar to the adjustments currently being made at the Classic and Bayfront campuses for ride hailing activity, monument sign visitors, and shuttles that stop at multiple campuses.

Ride Hailing Trips

Ride hailing trips destined to Willow Village office campus will be co-mingled with the retail and residential ride hailing trips. The ride hailing passenger loading will be located along Main Street and will be used by retail visitors as well as office visitors and workers. Like the ongoing monitoring at Classic and Bayfront, ride hailing activity would be surveyed each year to show the amount of activity generated by each component of the project. The resulting adjustment factor would be integrated into the annual reporting by Meta on their office worker analysis.

Event Days

As described in the Parking Assessment Report, Meta will develop an event transportation plan to minimize the number of trips on event days. To allow for these medium and large events there would be an allowance for up to 25 days per year when there could be exceptions to the trip cap. The structure of these exceptions will be worked out with the City of Menlo Park and are similar to exceptions allowed under the Classic and Bayfront trip caps. In addition, to these 25 event days, the monitoring would also include non-event exclusions as allowed under the existing trip caps at Classic and Bayfront.

Implementation

The implementation of the Willow Village office trip caps would use a similar approach that is currently used at the Classic and Bayfront campuses. The worker parking structures would be monitored on a daily basis at the entries and exits. The Willow Campus monitoring systems will be subject to the same calibration procedures used for the other campuses in terms of the physical monitoring equipment. At the Willow Campus, Meta will also need to include data on the number of daily office visitors, number of the shuttles serving multiple MPK campuses, and ride hailing activity related to the office campus. These survey data would be used to determine daily



adjustment factors that would be combined with the office parking counts. The adjusted total trips would be used to determine Meta's compliance with the office trip caps.

4.2 RESIDENTIAL / RETAIL TDM MONITORING PLAN

As stated above, monitoring of the residential / retail TDM Plan introduces several challenges since there is no single entity responsible for the implementation of the TDM programs. The creation of, and requiring membership in, the Association will provide a means to coordinate the TDM efforts executed by the property owners, property managers, and major tenants. The Association can implement some TDM programs that will benefit from sharing resources between the Association members. However, many of the programs will be implemented by the property owners, property managers, and individual tenants in the retail spaces. The Association can also serve as a clearing house for gathering data, summarizing it, and documenting the TDM performance of the residential properties and retail tenants (including the hotel).

The residential / retail TDM annual monitoring will include the following components:

- **Driveway Vehicle Counts** – A minimum of three days of parking structure driveway counts will be provided for the driveways in the mixed-use and town square districts. This data will be collected using the control gates at each driveway. To the extent feasible, control gate data for the reserved residential parking areas will be reported.
- **Parking Occupancy Counts** – The parking structure and surface parking occupancy counts will be used to determine the intensity of parking demand. If the parking occupancies are over 95-percent, it may indicate that additional TDM programs are needed.
- **On-Street Parking Turnover Counts** – Once a year, parking turnover counts will be collected for the on-street parking spaces within the mixed-use and town square districts. The turnover counts will include all types of on-street parking including standard spaces, commercial loading zones, and passenger loading zones.
- **Inventory of TDM Facilities** – information related to the physical features that help to reduce drive-alone vehicles and increase the use of active modes of travel.
- **TDM Program Data** – A summary of the programs and activities being used by Association members to reduce vehicle trips and supporting data on participation rates.
- **Resident and Retail/Hotel Employee Travel Behavior Surveys** – the Association may conduct Annual surveys to establish the travel behavior of Willow Village residents and retail employees. TDM programs can be targeted at residents and retail employees since there is direct contact with these cohorts. Retail customers, hotel guests, and residential guests will not be included in the survey. Depending on the parking management plan, data from the parking control gates could be used to estimate these activities.



The Association will be responsible for coordinating the monitoring of and reporting on the residential, retail and hotel components of the Willow Village project. The Association will prepare an annual report documenting the following aspects of the residential and retail TDM plan.

Finalize the Monitoring Plan

The plan outlined below represent the proposed approach for monitoring the TDM performance to confirm that the Residential / Retail TDM programs are effective in reducing trips. Due to the complexity in monitoring individual land uses within a mixed-use development where there is shared parking, there may be a need to adjust the monitoring plan that is implemented. There may be a need to modify the annual surveys in order to capture more information. Therefore, it is anticipated that following an initial round of monitoring refinements may be necessary. This will be like the process that was used when developing the Classic and Bayfront campus trip cap monitoring. The following components would make up the annual monitoring:

Inventory of TDM Facilities

The Association will establish and maintain an inventory of the TDM related facilities. The inventory would include a tabular summary and map showing the location of the facilities serving the residential, retail, hotel, and town square parcels. This inventory would include features such as:

- Bicycle and Pedestrian Networks
- Bicycle Parking – Long-term and Short-term
- Bike Share Locations
- Bicycle Repair Stations
- Other Bicycle Amenities (i.e., location of public restrooms)
- Dedicated Carpool/Vanpool Parking Locations
- Carshare Locations

TDM Program Data

The Association would compile a summary of the TDM programs operated by each member of the organization. This data would include descriptions of the services provided by each of the members and programs sponsored by the Association.

- Transportation Demand Coordinators – list of names and contact information
- Commute Assistance Centers/Websites – list of locations and URLs
- Carpool Matching – number of carpools
- Vanpool Programs – number of vanpools
- Transit Subsidies – any subsidies provided to residents or employees
- Emergency Ride Home – existence of program and description of the service



- Unbundled Residential Parking – description of programs and data on use of program
- Off-Street Parking Fees (non-residential / shared parking area) – status and rates
- Metered On-Street Parking – status and rates
- Public Transit Improved Service – actions taken by Association

Annual Surveys - Residents and Retail Employee

An annual survey of the residents and retail employees will be conducted to determine the effectiveness of the TDM programs being used by the Association members. Due to the shared parking, it is not feasible to use vehicle trip counts by the retail, hotel, and office visitor trips. Therefore, the Association would conduct an annual survey of residents and retail employees. These cohorts represent the people that TDM programs can be directly marketed to through property managers and employers. The residential survey would be the same survey used for the Residential VMT mitigation monitoring. Other users, such as retail customers, hotel guests, and residential guests, have no direct link to the Association members.

As discussed above, the annual survey methodology would be developed and refined in collaboration with City staff. The surveys would need to collect sufficient information to determine key travel behavior of the residents and employees. Since the information from residents will need to be more detailed than for employees, there will be two survey formats. For employees, questions related to their commute travel, work schedule (days per week), and place of residence (city) will be requested. For residents, data will be requested on their place of work (zip code) and travel behavior including mode of travel and time of travel.

Given the uncertainty around the post-pandemic return to work, the surveys will need to gather information on frequency of travel. The final format of the surveys will need to protect personal privacy while collecting sufficient data to understand travel behavior and calculate the trip reduction compared to the standard Institute of Transportation Engineers trip rates.

Prior to the first survey, an analysis will be prepared to determine sample sizes needed to have a statistically significant results within an agreed to level of confidence. The analysis will also determine what is a representative sample within the overall residential, retail employee, and hotel employee populations. The Association will pay of the statistical analysis, and it will be conducted by a qualified firm acceptable to the City of Menlo Park and the Association. For the first annual survey, the Association and consultant that developed the survey procedures will implement the survey for both residents and retail/hotel employees. Once the survey methodology is validated, the Association or a third party would implement subsequent annual surveys.



Driveway Count Data

At the time that the resident and retail employee survey is conducted, driveway counts will be collected from the parking control gates for all mixed-use and town square district parking and at the surface parking areas.

- Driveway Counts All Vehicles – Three midweek, weekdays of control gate data that captures all vehicles entering and exiting the parking structures.

The purpose of the driveway vehicle counts is to document the effectiveness of the TDM plan to reduce vehicles trips to/from the mixed-use and town square districts.

Residential Vehicle Counts – VMT Mitigation Monitoring

Mitigation Measure TRA-2 requires that the residential land use of the Project Site implement a TDM Plan that will achieve trips reductions so that the residential uses will generate less than or equal to 6,023 daily trips. Should a different number of residential units be built, the total daily trips will be adjusted accordingly.

One element of the VMT monitoring will be to count the number of vehicle trips accessing the residential parking areas. Residential parking is controlled by gates either at parking structure driveways or at internal gates within the shared parking structures. Therefore, residential vehicle trip counts will be collected at the driveway control gates. On parcels 4, 5, 6, and 7 the parking structures are solely for the use of residents. On parcels 2 and 3 where there are shared parking structures the access to the residential parking is controlled by gates located within the parking structure. These interior gates are used to keep other non-resident users (retail, hotel, and office visitors) from accessing the residential parking. The residential counts will be conducted for three consecutive weekdays during a typical work week, when school is in session.

During the process of finalizing the monitoring plan, a methodology will be developed to estimate an average number of residential guests and apply it as a reduction in the total daily trips allowed for residents (below 6,023 trips). Based on a review of available industry publications, there was no data that separates out resident and guest trip making; therefore, this ratio would be established in the initial set up of the monitoring and applied to subsequent monitoring cycles.

Parking Occupancy Data

At the time that the resident and retail employee survey is conducted, a parking occupancy analysis will be conducted in the residential and share parking structures and for the on-street parking. The survey and parking occupancy study will be conducted in the fall or spring (agreed to by the City) when school is in session and there are no holidays or special events, the following data will be collected:



- Parking Occupancy Counts – On two weekdays and one weekend day, parking occupancy counts will be conducted in the parking structures, surface parking lots, and the on-street parking spaces between the hours of 7:00 AM and 7:00 PM. Counts will be collected in one-hour intervals. Any stacked valet parking will also be counted.

The purpose of the parking occupancy study is to document the peak parking demand. If the parking demand is greater than 95 percent of the physical stalls. The Association will need to document how they will address the additional demand through valet parking or added TDM programs to reduce parking demand.

On-Street Parking Turnover Data

An on-street parking turnover study will be performed for three weekdays which is contemporary to the driveway counts. The parking turnover counts will be collected for the on-street parking spaces within the mixed-use and town square districts. The turnover counts will include all types of on-street parking including standard spaces, commercial loading zones, and passenger loading zones. At a minimum, the data should capture the hours of 7:00 AM to 7:00 PM when office, retail, restaurants, and entertainment venues are active.

The parking turnover data will be used in conjunction with the driveway counts to estimate the vehicle trips associated with the mixed-use and town square districts.

Annual Monitoring Report

The Association will prepare an annual TDM monitoring report that contains the information from the tasks listed above. The report will document the performance of the Residential / Retail TDM Plan as compared to the trip generation values from **Table 4**, which show the following trip generation estimates:

- **Section A** – The project trip generation using standard Institute of Transportation Engineers (ITE) trip rates from the ITE Trip Generation Manual, 10th Edition.
- **Section B** – The project trip generation applying a 20% reduction from the ITE standard rates as required by the City's TDM Ordinance.
- **Section C** – The project trip generation used in the transportation impact analysis (C1) and the adjusted mixed-use daily trips with the implementation of the VMT Mitigation TRA-2.

The report will be submitted the report to the City for review. If the TDM programs are falling short of the TDM standards, the Association will work with members to improve or expand their individual TDM programs. The Association will report back to the City what additional actions are being taken.



Table 4: Trip Generation Summary – Office, Mixed Use, & Total

	Daily Totals			AM Peak Hour			PM Peak Hour		
	Office	Mixed-Use	Total	Office	Mixed-Use	Total	Office	Mixed-Use	Total
A. Standard (Gross) ITE Trip Generation¹ (based on ITE rate for each land use)	22,796	18,783	41,579	2,572	905	3,476	2,780	1,688	4,468
B. 20% TDM Reduction per Ordinance	18,237	15,026	33,403	2,058	724	2,781	2,224	1,350	3,574
<i>Reduction from Standard ITE Rates</i>	<i>-20%</i>	<i>-20%</i>	<i>-20%</i>	<i>-20%</i>	<i>-20%</i>	<i>-20%</i>	<i>-20%</i>	<i>-20%</i>	<i>-20%</i>
C. Project Trip Generation²									
1. With TDM reduction / no pass by reduction)	18,237	15,026	33,403	1,670	726	2,396	1,670	1,237	2,907
<i>Reduction from Standard ITE Rates</i>	<i>-20%</i>	<i>-20%</i>	<i>-20%</i>	<i>-35%</i>	<i>-20%</i>	<i>-31%</i>	<i>-40%</i>	<i>-27%</i>	<i>-35%</i>
2. With Residential VMT Mitigation ³	18,237	13,522	31,759	1,670	726	2,396	1,670	1,237	2,907
<i>Reduction from Standard ITE Rates</i>	<i>-20%</i>	<i>-22%</i>	<i>-20%</i>	<i>-35%</i>	<i>-20%</i>	<i>-31%</i>	<i>-40%</i>	<i>-27%</i>	<i>-35%</i>

- 1 - Calculated using the trip generation data summarized in **Table 2A** Trip Generation for Development Phases of the Proposed Facebook Willow Village Campus in Menlo Park, California, Hexagon Transportation Consultants, June 14, 2021. Daily, AM, and PM peak hour average rates published in ITE Trip Generation Manual, 10th Edition, 2017 were used for each land use.
- 2 - Trip generation data summarized from **Table 13** Project Trip Generation Estimates (Main Project Site) Facebook Willow Village Campus Transportation Impact Analysis, Hexagon Transportation Consultants.
- 3 - Residential VMT Mitigation TRA-2 reduces the residential daily trips to a maximum of 6,023 trips, a reduction of an additional 1,504 daily trips from the original trip generation estimates.





DRAFT Glossary of Supporting Documents

Project Plans (dated October 19, 2022)

Development Agreement

Exhibit D to the Development Agreement (Willow Village Phasing Plan)

Modification Requests (dated September 2, 2022)

Heritage Tree Removal Permits Nos 2022-00057 and 2022-00058 (conditionally approved June 28, 2022)

Tree Survey Reports

- Heritage Tree Removal Report Willow Village dated August 16, 2022
- Heritage Tree Removal Report for Hamilton Avenue Parcels dated August 16, 2022
- Heritage Tree Removal Report for 1305 O'Brien dated August 16, 2022
- Heritage Tree Removal Report for 1330 O'Brien dated August 16, 2022
- Heritage Tree Removal Report for O'Brien ROW dated August 16, 2022

Willow Village Master Plan Bird-Safe Design Assessment (dated February 24, 2022)

Vesting Tentative Map for Major Subdivision No. XXXXX Willow Village A Map (dated October 7, 2022)

Vesting Tentative Maps for Major Subdivision No. XXXXX Chevron and Retail Parcels (dated October 7, 2022)

Willow Village Campus District Trip Cap Monitoring and Enforcement Policy (dated October 7, 2022)

Willow Village Transportation Demand Management (TDM) Plan (dated October 2022)

Willow Village TDM Compliance Plan (dated October 14, 2022)

Mitigation Monitoring and Reporting Program

Event Management Plan (dated October 14, 2022)

Willow Village Project-Wide Below Market Rate Housing Agreement (dated ____, 2022)

Water Supply Assessment prepared by West Yost (dated February, 2022)

Willow Village Hydraulic Evaluation prepared by West Yost (dated February 3, 2022)

Willow Village Compliance Matrix (dated June 23, 2022)

Hazardous materials information forms and generator supplemental forms (dated August 8, 2022)

Conceptual Dialysis Center Temporary Location (dated March 16, 2022)

Conceptual Parcels and Building Numbers (dated October 12, 2022)

Mitigation Monitoring and Reporting Program

Introduction

The California Environmental Quality Act (CEQA) requires the adoption of feasible mitigation measures to reduce the severity and magnitude of significant environmental impacts associated with project development. The Environmental Impact Report (EIR) prepared and certified for the proposed Willow Village Master Plan Project (Proposed Project) includes all feasible mitigation measures to reduce the potential environmental effects of the Proposed Project.

CEQA also requires reporting on and monitoring of mitigation measures adopted as part of the environmental review process (Public Resources Code Section 21081.6). This Mitigation Monitoring and Reporting Program (MMRP) is designed to aid the City of Menlo Park in its implementation and monitoring of measures adopted from the certified EIR.

The mitigation measures in this MMRP are assigned the same number they had in the EIR. The MMRP, presented in table format, describes the actions that must take place to implement each mitigation measure, the timing of those actions, the entities responsible for implementing and monitoring the actions, and verification of compliance. Additional information is provided in the certified EIR for the Project.

WILLOW VILLAGE MASTER PLAN PROJECT MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
<i>Transportation</i>				
<i>IMPACT BEING ADDRESSED: The Proposed Project would exceed an applicable VMT threshold of significance. The Proposed Project would exceed the applicable VMT threshold of significance for the residential land use and would result in a significant impact. (Impact TRA-2)</i>				
<i>Project Mitigation Measure TRA-2: The residential land use of the Project Site will be required to implement a TDM Plan achieving a 36% reduction from gross ITE trip generation rates (for the Proposed Project, this reduction equals 6,023 daily trips). Should a different number of residential units be built, the total daily trips will be adjusted accordingly. The required residential TDM Plan will include annual monitoring and reporting requirements on the effectiveness of the TDM program. The Project applicant will be required to work with City staff to identify the details of the TDM plan. If the annual monitoring finds that the TDM reduction is not met (i.e. the Proposed Project exceeds 6,023 daily trips from the residential land use), the TDM coordinator will be required to work with City staff to detail next steps to achieve the TDM reduction.</i>	Finalize Transportation Demand Management (TDM) Plan details with the City. Implement TDM Plan during occupancy of the Proposed Project.	Finalization of TDM Plan with City prior to occupancy of the first building Annual monitoring and reporting every year the Project is operational with timing to be determined by the City	Project Sponsor	City of Menlo Park Community Development Department (CDD), Planning Division City of Menlo Park Public Works Department (PW), Transportation Division
<i>IMPACT BEING ADDRESSED: The Proposed Project would substantially increase hazards due to a design feature or incompatible uses. The Proposed Project includes a design feature that could increase hazards and would result in a significant impact. (Impact: TRA-3)</i>				
<i>Project Mitigation Measure TRA-3: Revise the North Garage access design to provide adequate sight distance for the eastern driveway or incorporate other design solutions to reduce hazards to the satisfaction of the Public Works Director. Potential solutions that would reduce hazards to a less than significant level include restricting the eastern driveway to inbound vehicles only or prohibiting exiting left turns, modifying landscaping or relocating the driveway to the west to allow for adequate sight distance for exiting vehicles, or installing an all-way stop or signal.</i>	Revise the North Garage access design for adequate visibility and hazard reduction.	During the building permit and site development review process and prior to issuance of building permits.	Project Sponsor/ Project architect	PW, Transportation Division
<i>IMPACT BEING ADDRESSED: Vehicle Miles Traveled. (Impact C-TRA-2)</i>				
<i>Implement Mitigation Measure TRA-2 above.</i>	See above.	See above.	See above.	See above.
<i>IMPACT BEING ADDRESSED: Hazards or Incompatible Uses. (Impact C-TRA-3)</i>				

WILLOW VILLAGE MASTER PLAN PROJECT MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
Implement <i>Mitigation Measure TRA-3</i> , above.	See above.	See above.	See above.	See above.
<i>Air Quality</i>				
<i>IMPACT BEING ADDRESSED: Conflict with or Obstruct Implementation of the Applicable Air Quality Plan. The Proposed Project would conflict with or obstruct implementation of the applicable air quality plan. (Impact AQ-1)</i>				
<p><i>Project Mitigation Measure AQ-1.1: Use Clean Diesel-powered Equipment during Construction to Control Construction-related Emissions.</i> The Project Sponsor shall either:</p> <ul style="list-style-type: none"> • Ensure all off-road construction equipment with greater than 25 horsepower and operating for more than 20 hours total over the entire duration of construction activities have engines that meet or exceed either EPA or ARB Tier 4 Final off-road emission standards. The exception to this requirement allows a cumulative total of 618,028 horsepower-hours over the duration of construction activities before residents move onsite and 34,716 horsepower-hours over the duration of construction activities after residents move onsite from the operation of off-road construction equipment that meets standards less than Tier 4 Final; or • Prior to issuance of building permits, provide supplemental analysis prepared by a qualified air quality specialist to the City for approval that shows that emissions of ROG and NO_x, the excess lifetime cancer risk, and the PM_{2.5} concentration would not exceed the thresholds from the 2017 BAAQMD CEQA Air Quality Guidelines using the mix of equipment proposed by the applicant. 	Use clean diesel-powered equipment during construction or provide supplemental air quality analysis.	<p>Prior to the issuance of building permits</p> <p>During construction (if clean diesel-powered equipment is used)</p>	Project Sponsor	CDD
<p><i>Project Mitigation Measure AQ-1.2: Architectural Coatings.</i> The Project Sponsor shall use super-compliant architectural coatings during construction and operation for all buildings, which shall have VOC content that meet SCAQMD Rule 1113 Architectural Coatings as revised on February 5, 2016.</p>	Apply architectural coatings to meet South Coast Air Quality	<p>Prior to the issuance of building permits</p> <p>During construction</p>	Project Sponsor	CDD

WILLOW VILLAGE MASTER PLAN PROJECT MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
	Management District Rule 1113.	Ongoing during operation of Project		
<i>IMPACT BEING ADDRESSED: Cumulatively Considerable Net Increase in Criteria Pollutants. The Proposed Project would result in a cumulative net increase in a criteria pollutant for which the Project region is classified as a nonattainment area under an applicable federal or ambient air quality standard. (Impact AQ-2)</i>				
Implement Project Mitigation Measures AQ-1.1 and AQ-1.2	See above	See above	See above	See above
<i>ConnectMenlo Mitigation Measure AQ-2b1:</i> Prior to building permit issuance, the City shall require applicants for all development projects in the city to comply with the current Bay Area Air Quality Management District’s (BAAQMD) basic control measures for reducing construction emissions of PM ₁₀ (Table 8-1, Basic Construction Mitigation Measures Recommended for All Proposed Projects, of the BAAQMD CEQA Guidelines).	Comply with BAAQMD basic control measures.	During the building permit and site development review process, prior to building permit issuance, and during construction	Project Sponsor	CDD
<i>ConnectMenlo Mitigation Measure AQ-2b2:</i> Prior to issuance of a building permit, development projects in the City that are subject to CEQA and exceed the screening sizes in the BAAQMD’s CEQA Guidelines shall prepare and submit to the City of Menlo Park a technical assessment evaluating potential project construction-related air quality impacts. The evaluation shall be prepared in conformance with the BAAQMD methodology for assessing air quality impacts. If construction-related criteria air pollutants are determined to have the potential to exceed the BAAQMD thresholds of significance, as identified in the BAAQMD CEQA Guidelines, the project applicant is required to incorporate mitigation measures to reduce air pollutant emissions during construction activities to below these thresholds (e.g., Table 8-2, Additional Construction Mitigation Measures Recommended for projects with Construction Emissions Above the Threshold of the BAAQMD CEQA Guidelines, or applicable construction mitigation measures subsequently	Prepare the construction-related air quality technical assessment.	During the building permit and site development review process and prior to permit issuance	Project Sponsor	CDD

WILLOW VILLAGE MASTER PLAN PROJECT MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
approved by BAAQMD). These identified measures shall be incorporated into all appropriate construction documents (e.g., construction management plans), subject to the review and approval of the Planning Division prior to building permit issuance. (The AQTR prepared and submitted for the Proposed Project fulfills the air quality technical assessment requirement.)				
<i>IMPACT BEING ADDRESSED: Expose Sensitive Receptors to Substantial Pollutant Concentrations. The Proposed Project would expose sensitive receptors to substantial pollutant concentrations. (Impact AQ-3)</i>				
<i>Implement Project Mitigation Measure AQ-1.1 and ConnectMenlo Mitigation Measures AQ-2b1 and AQ-2b2, above.</i>	See above.	See above.	See above.	See above.
<i>IMPACT BEING ADDRESSED: Other Air Emissions. The Proposed Project would result in other emissions (such as those leading to odors) that would adversely affect a substantial number of people. (Impact AQ-4)</i>				
<i>Project Mitigation Measure AQ-4.1: Molecular Neutralizer for Odors. The Project Sponsor and West Bay Sanitary District shall install a molecular neutralizer at the proposed sanitary sewer pump station to convert hydrogen sulfide gas into a biodegradable effluent during sewer pump operations. The molecular neutralizer shall be installed prior to the commencement of sewer pump operations.</i>	Install molecular neutralizer at the proposed sanitary sewer pump station.	During the building permit and site development review process. Install prior to the commencement of sewer pump operations.	Project Sponsor/ West Bay Sanitary District	CDD/PW
<i>IMPACT BEING ADDRESSED: Cumulative Air Quality Impacts. Cumulative development would result in a significant and unavoidable cumulative impact on air quality; thus, the Proposed Project would be a cumulatively considerable contributor to a significant cumulative impact on air quality. (Impact C-AQ-1)</i>				
<i>Implement Project Mitigation Measure AQ-1.1 and ConnectMenlo Mitigation Measures AQ-2b1 and AQ-2b2.</i>	See above.	See above.	See above.	See above.
<i>Greenhouse Gas Emissions</i>				
<i>IMPACT BEING ADDRESSED: Generation of GHG Emissions during Construction. Construction of the Proposed Project would not generate GHG emissions that may have a significant impact on the environment. (Impact GHG-1b)</i>				
<i>Implement Mitigation Measure TRA-2, above.</i>	See above.	See above.	See above.	See above.

WILLOW VILLAGE MASTER PLAN PROJECT MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
<i>IMPACT BEING ADDRESSED: Conflicts with Applicable Plans and Policies. The Proposed Project would conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing emissions of GHGs. (Impact GHG-2)</i>				
Implement <i>Mitigation Measure TRA-2</i> , above.	See above.	See above.	See above.	See above.

WILLOW VILLAGE MASTER PLAN PROJECT MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
Noise				
IMPACT BEING ADDRESSED: Construction Noise. Construction of the Proposed Project would generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies. (Impact NOI-1a)				
<p>Modified ConnectMenlo Mitigation Measure NOISE-1c. Project applicants for all development projects in the city shall minimize the exposure of nearby properties to excessive noise levels from construction-related activity through CEQA review, conditions of approval and/or enforcement of the City's Noise Ordinance. Prior to issuance of demolition, grading, and/or building permits for development projects, a note shall be provided on development plans indicating that during on-going grading, demolition, and construction, the property owner/developer shall be responsible for requiring contractors to implement the following measures to limit construction-related noise:</p> <ul style="list-style-type: none"> • All internal combustion engines on construction equipment and trucks are fitted with properly maintained mufflers, air intake silencers, and/or engine shrouds that are no less effective than as originally equipped by the manufacturer. • Stationary equipment such as generators and air compressors shall be located as far as feasible from nearby noise-sensitive uses. • Stockpiling is located as far as feasible from nearby noise-sensitive receptors. • Limit unnecessary engine idling to the extent feasible. • Limit the use of public address systems. • Construction traffic shall be limited to the haul routes established by the City of Menlo Park. 	Implement measures to limit construction-related noise.	Prior to the issuance of demolition, grading, and building permits and throughout the duration of construction activities	Project Sponsor/contractor(s)	CDD

WILLOW VILLAGE MASTER PLAN PROJECT MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
<p><i>Project Mitigation Measure NOI-1.1: Construction Noise Control Plan to Reduce Construction Noise.</i> The Project applicant and/or the contractor(s) shall obtain a permit to complete work outside the exempt/standard construction hours outlined in the City of Menlo Park Municipal Code, which may be incorporated into the conditional development permit for the Proposed Project. In addition, the applicant and/or contractor(s) shall develop a construction noise control plan to reduce noise levels and comply with Municipal Code daytime (during non-exempt hours) and nighttime noise standards to the extent feasible and practical, subject to review and determination by the Community Development Department. The plan shall also include measures to reduce noise levels such that a 10-dB increase over the ambient noise level does not occur at nearby noise-sensitive land uses, such as schools and residences to the extent feasible and practical (as determined by the City). Finally, the plan shall include measures to reduce pile driving noise such that noise from this equipment does not exceed 85 dBA L_{eq} at a distance of 50 feet, as feasible.</p> <p>The plan shall demonstrate that, to the extent feasible and practical, noise from construction activities that occur daily between 7:00 and 8:00 a.m. or between 6:00 p.m. and 10:00 p.m. will comply with the applicable City of Menlo Park noise limit of 60 dBA at the nearest existing residential or noise-sensitive land use, and construction activities that occur between 10:00 p.m. and 7:00 a.m. will comply with the applicable City noise limit of 50 dBA at the residential or noise-sensitive land use. The plan shall also demonstrate that, to the extent feasible and practical (as determined by the City), noise from construction activities during all hours will not result in a 10 dB increase over the ambient noise level at the nearest noise-sensitive land uses, and that pile driving noise would not exceed 85 dBA L_{eq} at a distance of 50 feet. This</p>	<p>Develop a Noise Control Plan and obtain a permit to complete work outside standard construction hours.</p>	<p>Submit noise control plan concurrently with the application for the first building permit for each building and implement plan during construction. Obtain permit prior to building permit application.</p>	<p>Project Sponsor/ contractor(s)</p>	<p>CDD</p>

WILLOW VILLAGE MASTER PLAN PROJECT MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
<p>Noise Control Plan shall be approved by the City prior to the issuance of building permits to confirm the precise noise minimization strategies that will be implemented and to document that strategies will be employed to the extent feasible and practical. Measures to help reduce noise from construction activity to these levels shall be incorporated into this plan and may include, but are not limited to, the following:</p> <ul style="list-style-type: none"> • To the extent feasible and practical, plan for the noisiest construction activities to occur during daytime hours when the quantitative standards are less stringent, existing ambient noise levels are generally louder, and when people are less sensitive to noise. • Require all construction equipment be equipped with mufflers and sound control devices (e.g., intake silencers and noise shrouds) that are in good condition (at least as effective as those originally provided by the manufacturer) and appropriate for the equipment. • Maintain all construction equipment to minimize noise emissions. • Locate construction equipment as far as feasible from adjacent or nearby noise-sensitive receptors. • Require all stationary equipment be located to maintain the greatest possible distance to the nearby existing buildings, where feasible and practical. • Require stationary noise sources associated with construction (e.g., generators and compressors) in proximity to noise-sensitive land uses to be muffled and/or enclosed within temporary enclosures and shielded by barriers, which can reduce construction noise by as much as 5 dB. • Install noise-reducing sound walls or fencing (e.g. temporary fencing with sound blankets) around noise-generating equipment, to the extent feasible and practical, where no perimeter wall is provided pursuant to Mitigation Measure NOI-1.2. 				

WILLOW VILLAGE MASTER PLAN PROJECT MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
<ul style="list-style-type: none"> • Prohibit idling of inactive construction equipment for prolonged periods during nighttime/non-standard hours (i.e., more than 2 minutes). • Provide advance notification in the form of mailings/deliveries of notices to surrounding land uses regarding the construction schedule, including the various types of activities that would be occurring throughout the duration of the construction period. • Provide the name and telephone number of an on-site construction liaison through on-site signage and on the notices mailed/delivered to surrounding land uses. If construction noise is found to be intrusive to the community (i.e., if complaints are received), the construction liaison shall take reasonable efforts to investigate the source of the noise and require that reasonable measures be implemented to correct the problem. • Use electric motors rather than gasoline- or diesel-powered engines to avoid noise associated with compressed air exhaust from pneumatically powered tools during nighttime hours, to the extent feasible and practical (as determined by the City). Where the use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust could be used; this muffler can lower noise levels from the exhaust by about 10 dB. External jackets on the tools themselves could be used, which could achieve a reduction of 5 dB. 				
<p><i>Project Mitigation Measure NOI-1.2: Construction of Temporary Noise Barrier along Project Perimeter.</i> The Project contractor(s) shall install an 8-foot-high temporary noise barrier along the complete length of the western and southern perimeter (e.g., areas near residential and school land uses), and along the southernmost 500 feet of the eastern perimeter of the main Project Site. As project buildout occurs, removal and/or adjustment in the location of the perimeter noise</p>	Install noise barriers.	Prior to issuance of building permit for each building and/or relevant area of site improvement plans/building construction and ongoing	Project Sponsor/contractor(s)	CDD

WILLOW VILLAGE MASTER PLAN PROJECT MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
<p>barrier may occur because either the construction of project buildings (completion of core and shell) or streets requires barrier realignment, or the perimeter barrier is not needed, as shown by preparation of an acoustical analysis that indicates the balance of the construction activities will not result in construction noise that exceeds the allowable limits.</p> <p>Regarding the Hamilton Avenue Parcel South, a similar noise barrier shall be installed around the complete length of the southern, western and northern perimeters as well as the southernmost 100 feet of the eastern perimeter of the Hamilton Avenue Parcel South, unless the Project Sponsor can demonstrate, through an acoustical analysis, that construction noise at this site would not exceed the allowable limits. The decision regarding the necessity of this barrier and location(s) shall be subject to review and approval of the City based on evidence and analyses providing by the applicant team.</p> <p>Regarding the Hamilton Avenue Parcel North, a similar noise barrier shall also be constructed along the complete length of the southern and western perimeters, along with the eastern most 100 feet of the northern perimeter of the Hamilton Avenue Parcel North, unless the Project Sponsor can demonstrate, through an acoustical analysis, that construction noise at this site would not exceed the allowable limits. The decision regarding the necessity of this barrier and location(s) shall be subject to review and approval of the City based on evidence and analyses providing by the applicant team.</p> <p>The barriers shall be constructed of material that has an acoustical rating of at least 26 STC (Sound Transmission Class). This can include a temporary barrier constructed with plywood supported on a wood frame, sound curtains supported on a frame, or other comparable material.</p>		removal/adjustment of noise barriers during construction		

WILLOW VILLAGE MASTER PLAN PROJECT MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
<i>IMPACT BEING ADDRESSED: Operational Noise. Operation of the Proposed Project would generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies. (Impact NOI-1b)</i>				
<i>ConnectMenlo Mitigation Measure NOISE-1b. Stationary noise sources and landscaping and maintenance activities citywide shall comply with Chapter 8.06, Noise, of the Menlo Park Municipal Code.</i>	Comply with Chapter 8.06 of the Menlo Park Municipal Code.	Prior to the issuance of construction permits and throughout the duration of construction activities	Project Sponsor	CDD
<i>Project Mitigation Measure NOI-1.3: Mechanical Equipment Noise Reduction Plan. To reduce potential noise impacts resulting from Project mechanical equipment, including heating, cooling, and ventilation equipment, the Project applicant shall conduct a noise analysis to estimate noise levels of Project-specific mechanical equipment based on the final selected equipment models and design features. In addition to the analysis, a Mechanical Equipment Noise Reduction Plan shall be created to ensure noise levels of equipment, once installed, are below the applicable criteria described below. The Noise Reduction Plan shall include any necessary noise reduction measures required to reduce Project-specific mechanical equipment noise to a less-than-significant levels. The plan shall also demonstrate that with the inclusion of selected measures, noise from equipment would be below the significance thresholds. Feasible noise reduction measures to reduce noise below the significance thresholds include, but are not limited to, selecting quieter equipment, utilizing silencers and acoustical equipment at vent openings, siting equipment farther from the roofline, and/or enclosing all equipment in a mechanical equipment room designed to reduce noise. This analysis shall be conducted and the results and final Noise Reduction Plan shall be provided to the City prior to the issuance of building permits for each building.</i>	Submit a Mechanical Equipment Noise Reduction Plan for each building and implement noise control measures to reduce noise during operation.	Submit noise reduction plan concurrently with the application for the first building permit for each building, and implement plan during operation.	Project Sponsor/ engineers(s)	CDD

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<p>The noise analysis and Noise Reduction Plan shall be prepared by persons qualified in acoustical analysis and/or engineering. The Noise Reduction Plan shall demonstrate with reasonable certainty that noise from mechanical equipment selected for the Project, including the attenuation features incorporated into the Project design, will not exceed the City of Menlo Park’s property plane threshold of 60 dBA during daytime hours or 50 dBA during nighttime hours at nearby noise-sensitive land uses, as well as the 50 dBA at 50 feet threshold that applies to rooftop equipment in the City.</p> <p>The Project applicant shall incorporate all feasible methods to reduce noise identified above and other feasible recommendations from the acoustical analysis and Noise Reduction Plan into the building design and operations as necessary to ensure that noise sources meet applicable requirements of the respective noise ordinances at receiving properties.</p>				
<p><i>Project Mitigation Measure NOI-1.4: Emergency Generator Noise Reduction Plan (All Parcels).</i> Prior to approval of a building permit for each building, the Project applicant shall conduct a noise analysis to estimate noise levels from the testing of Project-specific emergency generators, based on the actual generator makes and models proposed and the actual selected attenuation features. Based on the results of the analysis, a Noise Reduction Plan shall be created to ensure noise levels of generator testing are below the applicable Code requirements. The results, methods, and final Noise Reduction Plan shall be provided to the City prior to the issuance of building permits. The analysis shall account for proposed noise attenuation features, such as specific acoustical enclosures and mufflers or silences, and the final Noise Reduction Plan shall demonstrate with reasonable certainty that proposed generator(s) will not exceed the City of Menlo Park noise thresholds of 60 dBA at the nearest noise-sensitive</p>	<p>Submit an Emergency Generator Noise Reduction Plan and implement noise control measures to reduce noise during operation.</p>	<p>Submit plan concurrently with the application for the first building permit for each generator and implement plan during operation.</p>	<p>Project Sponsor/ engineers(s)</p>	<p>CDD</p>

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<p>use during daytime hours, and/or 85 dBA at 50 feet for powered equipment, whichever is lower. Acoustical treatments may include, but are not limited to:</p> <ul style="list-style-type: none"> • Enclosing generator(s); • Installing relatively quiet model generator(s); • Orienting or shielding generator(s) to protect noise-sensitive receptors to the greatest extent feasible; • Installing exhaust mufflers or silencers; • Increasing the distance between generator(s) and noise-sensitive receptors; and/or • Placing barriers around generator(s) to facilitate the attenuation of noise. <p>In addition, all Project generator(s) shall be tested only between the hours of 7:00 a.m. and 10:00 p.m. Because no nighttime testing of generators will be allowed, compliance with the 50-dB nighttime noise threshold in the City need not be demonstrated.</p> <p>The Project applicant shall incorporate sufficient recommendations from the acoustical analysis into the building design and operations to ensure that noise sources meet applicable requirements of the noise ordinance.</p>				
<p><i>IMPACT BEING ADDRESSED: Generation of excessive ground-borne vibration or ground-borne noise levels. The Proposed Project would generate excessive ground-borne vibration or noise levels. (Impact NOI-2)</i></p>				
<p><i>ConnectMenlo Mitigation Measure NOISE-2a.</i>^{1,2} To prevent architectural damage citywide as a result of construction-generated vibration:</p> <ul style="list-style-type: none"> • Prior to the issuance of a building permit for any development project requiring pile driving or blasting, the 	<p>Prepare a noise and vibration analysis.</p>	<p>Prior to the issuance of building permits</p>	<p>Project Sponsor/ engineer(s)</p>	<p>CDD</p>

¹ This noise and vibration study for the Proposed Project has been prepared in accordance with ConnectMenlo Mitigation Measure NOISE-2a.

² ConnectMenlo Mitigation Measure NOISE-2a has been modified to allow for compliance “to the extent feasible and practical,” which would be subject to review and determination by the Community Development Department.

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<p>project applicant/developer shall prepare a noise and vibration analysis to assess and mitigate potential noise and vibration impacts related to these activities. The maximum levels shall not exceed 0.2 in/sec, which is the level that can cause architectural damage for typical residential construction. If maximum levels would exceed the thresholds, alternative methods, such static rollers, non-explosive blasting, and pile drilling, as opposed to pile driving, shall be used to the extent feasible and practical, subject to review and determination by the Community Development Department.</p> <p>To prevent vibration-induced annoyance as a result of construction-generated vibration:</p> <ul style="list-style-type: none"> Individual projects that involve vibration-intensive construction activities, such as blasting or the use of pile drivers, jack hammers, or vibratory rollers, within 200 feet of sensitive receptors shall be evaluated for potential vibration impacts. A vibration study shall be conducted for individual projects where vibration-intensive impacts may occur. The study shall be prepared by an acoustical or vibration engineer holding a degree in engineering, physics, or an allied discipline who is able to demonstrate a minimum of 2 years of experience in preparing technical assessments regarding acoustics and/or ground-borne vibration. The study is subject to review and approval of the Community Development Department. <p>Vibration impacts on nearby receptors shall not exceed the vibration annoyance levels (in inches per second), as follows:</p> <ul style="list-style-type: none"> Workshop = 0.126 Office = 0.063 Residence, daytime (7:00 a.m.-10:00 p.m.) = 0.032 Residence, nighttime (10:00 p.m. to 7:00 a.m.) = 0.016 <p>If construction-related vibration is determined to be perceptible at vibration-sensitive uses, additional</p>				

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requirements, such as less vibration-intensive equipment or construction techniques, shall be implemented during construction (e.g., non-explosive blasting, pile drilling, as opposed to pile driving, preclusion for vibratory roller use, use of small or medium-sized bulldozers) to the extent feasible and practical. Vibration reduction measures shall be incorporated into the site development plan as a component of the Project and applicable building plans, subject to the review and approval of the Community Development Department.				
<p><i>Project Mitigation Measure NOI-2.1: Vibration Control Measures for Annoyance from Daytime Pile Driving Activity.</i> During daytime hours, pile driving activity shall take place no closer than 335 feet from residential land uses, 210 feet from office or school land uses, and 130 feet from workshops or retail land uses, to the extent feasible and practical. When pile driving work must take place closer than these distances from the aforementioned land uses, reduction measures shall be incorporated to the extent feasible and practical, such as the use of alternative pile installation methods that do not require impact or vibratory pile driving. Examples of alternative pile installation methods include auger cast pressure grouted displacement (APGD) piles, stone columns, cast-in-drilled-hole (CIDH) piles, or press-in piles. These measures will be subject to review and approval of the Community Development Department.</p> <p>In addition, the construction contractor shall appoint a Project vibration coordinator who will serve as the point of contact for vibration-related complaints during project construction. Contact information for the Project vibration coordinator will be posted at the Project Site and on a publicly available Project website. Should complaints be received, the Project vibration coordinator shall work with the construction team to adjust activities (e.g., drilling instead of driving piles in closer</p>	Implement vibration control measures for daytime pile driving activity and limit daytime pile driving.	Ongoing during daytime construction hours; documentation provided to City prior to pile driving construction activities	Project Sponsor/ contractor(s)/ Project vibration coordinator	CDD

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proximity to certain land uses) to the extent feasible and practical to reduce vibration or to reschedule activities for a less sensitive time. The Project vibration coordinator shall notify the Community Development Department of all vibration-related complaints and actions taken to address the complaints.				
<i>Project Mitigation Measure NOI-2.2: Vibration Control Measures for Annoyance from Daytime Construction Activities Excluding Pile Driving.</i> During daytime hours, construction activity involving a vibratory roller shall take place no closer than 90 feet from residential land uses, 60 feet from office or school land uses, and 35 feet from workshops or retail land uses, to the extent feasible and practical, subject to review and approval by the Community Development Department. In addition, equipment that generates vibration levels similar to a large bulldozer shall take place no closer than 50 feet from residential land uses, 35 feet from office or school land uses, and 20 feet from workshops or retail land uses, to the extent feasible and practical, subject to review and approval by the Community Development Department. Maintaining these distances between equipment and the nearest residential, school/office, or workshop land uses would ensure vibration levels would be below 0.032 PPV in/sec at the nearest residences, 0.063 PPV in/sec at the nearest school or office, and 0.126 PPV in/sec at the nearest workshop, per the requirements in ConnectMenlo Mitigation Measure NOISE-2a. When construction would require the use of these equipment types at distances closer than these to nearby sensitive uses, reduction measures shall be incorporated to the extent feasible and practical, such as the use of smaller or less vibration-intensive equipment. For example, the vibration level from a large bulldozer at 10 feet would be approximately 0.352 PPV in/sec, whereas the vibration level from a large bulldozer at the same distance would be approximately 0.012	Implement vibration control measures for annoyance from daytime construction activity, excluding pile driving, and limit vibratory roller use during daytime hours.	Ongoing during daytime construction hours; documentation provided to City prior to vibration related construction activities	Project Sponsor/ contractor(s)/ Project vibration coordinator	CDD

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<p>PPV in/sec. The vibration level from a small bulldozer at 10 feet would be below all daytime vibration thresholds from ConnectMenlo Mitigation Measure Noise-2a. The feasibility of reduction measures shall be subject to review and determination by the Community Development Department. In addition, the construction contractor shall appoint a Project vibration coordinator who will serve as the point of contact for vibration-related complaints during Project construction. Contact information for the Project vibration coordinator will be posted at the Project Site and on a publicly available Project website. Should complaints be received, the Project vibration coordinator shall work with the construction team to adjust activities (e.g., drilling instead of driving piles in closer proximity to certain land uses) to the extent feasible and practical to reduce vibration or to reschedule activities for a less sensitive time. The Project vibration coordinator shall notify the Community Development Department of all vibration-related complaints and actions taken to address the complaints.</p>				
<p><i>Project Mitigation Measure NOI-2.3: Vibration Control Measures for Annoyance from Nighttime Pile Installation Activity.</i> During the nighttime hours of 10:00 p.m. to 7:00 a.m., pile driving activity shall take place no closer than 540 feet from residential land uses to the extent feasible and practical. When pile installation work must take place closer than this distance to residences, alternative pile installation methods that do not require impact or vibratory pile driving shall be employed to the extent feasible and practical. Examples of alternative pile installation methods include auger cast pressure grouted displacement (APGD) piles, stone columns, cast-in-drilled-hole (CIDH) piles, or press-in piles. The feasibility of these alternative measures shall be subject to review and determination of the Community Development Department. In addition, the construction contractor shall appoint a Project vibration coordinator who will serve as the point of contact for</p>	<p>Implement vibration control measures for annoyance from nighttime pile driving and limit nighttime pile driving.</p>	<p>Ongoing during nighttime construction hours; documentation provided to City in advance of nighttime pile installation activities.</p>	<p>Project Sponsor/ contractor(s)/ Project vibration coordinator</p>	<p>CDD</p>

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vibration-related complaints during Project construction. Contact information for the Project vibration coordinator will be posted at the Project Site and on a publicly available Project website. Should complaints be received, the Project vibration coordinator shall work with the construction team to adjust activities (e.g., drilling instead of driving piles in closer proximity to certain land uses) to the extent feasible and practical to reduce vibration or to reschedule activities for a less sensitive time. The Project vibration coordinator shall notify the Community Development Department of all vibration-related complaints and actions taken to address the complaints.				
<i>IMPACT BEING ADDRESSED: Cumulative Noise Impacts. Cumulative development would result in a significant and unavoidable cumulative noise impact; thus, the Proposed Project would be a cumulatively considerable contributor to a significant cumulative noise impact. (Impact C-NOI-1)</i>				
Implement <i>Project Mitigation Measure NOI-1.1, NOI-1.2, and NOI-1.3, and ConnectMenlo Mitigation Measure NOI-1c, above.</i>	See above.	See above.	See above.	See above.
<i>Cultural Resources</i>				
<i>IMPACT BEING ADDRESSED: Historical Resources. The Proposed Project would cause a substantial adverse change in the significance of a historical resource, pursuant to Section 15064.5. (Impact CR-1)</i>				
<i>Project Mitigation Measure CR-1.1. Remove, Store, and Reinstall Dumbarton Cutoff Line Tracks.</i> The Project Sponsor shall remove the Dumbarton Cutoff Line tracks, store them during construction of the Proposed Project, and reinstall them in their historic location without irreparable damage to their character-defining historic fabric. The Project Sponsor will prepare a preservation plan specifying the practices to be employed to preserve the historical integrity of the tracks during their removal, storage, and reinstallation. These methods may include the following: using straps to lift rails rather than chains or other “metal on metal” methods, marking or numbering the track components so they can be replaced in their original sequence, and ensuring secure storage onsite or in a lay-down area. Following tunnel	Remove, store, and reinstall Dumbarton Cutoff Line tracks and implement a preservation plan to preserve the historical integrity of the tracks.	Preparation of plan prior to the issuance of demolition permits related to Willow Road Tunnel construction activities as well as storage and reinstallation of tracks during construction	Project Sponsor/ contractor(s)	CDD and San Mateo County Transit District (SamTrans)

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construction, the rail segments will be returned to their preconstruction location in Willow Road on new ballast and ties or other appropriate material for the rail crossing. The preservation plan shall be reviewed and approved by the City and SamTrans prior to the issuance of demolition permits related to construction activities within Willow Road, and the Project Sponsor will incorporate the recommended protective measures into construction specifications.				
<i>IMPACT BEING ADDRESSED: Archaeological Resources. The Proposed Project would cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5. (Impact CR-2)</i>				
Implement <i>Project Mitigation Measures TCR-1.1 and TCR-1.2, below (see Tribal Cultural Resources)</i>	See below.	See below.	See below.	See below.
<i>ConnectMenlo Mitigation Measure CULT-2a (Modified) Stop Work if Archaeological Material or Features Are Encountered during Ground-Disturbing Activities.</i> If a potentially significant subsurface cultural resource is encountered during ground-disturbing activities on any parcel in the city, all construction activities within a 100-foot radius of the find shall cease until a qualified archeologist determines whether the resource requires further study. In addition, if a potentially significant subsurface cultural resource is encountered during ground-disturbing activities within the California Department of Transportation (Caltrans) right-of-way, the Caltrans District 4 Office of Cultural Studies shall be immediately contacted at [510] 847-1977). All developers in the Study Area shall include a standard inadvertent discovery clause in every construction contract to inform contractors of these requirements. Any previously undiscovered resources found during construction activities shall be recorded on appropriate DPR forms and evaluated for significance in terms of CEQA criteria by a qualified archeologist in accordance with Project Mitigation Measure TCR-1.2.	Stop work if archaeological materials and/or cultural resources are discovered and determine whether resource requires further study.	Initiated after a find is made during construction, with regularly scheduled site inspections thereafter	Project Sponsor/ qualified archaeologist approved by CDD	CDD

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<i>IMPACT BEING ADDRESSED: Human Remains. The Proposed Project could disturb human remains, including those interred outside of dedicated cemeteries. (Impact CR-3)</i>				
Implement <i>Project Mitigation Measures TCR-1.1, TCR-1.2, TCR-2.1, and ConnectMenlo Mitigation Measure CULT-4 (Modified)</i> , below (see <i>Tribal Cultural Resources</i>)	See below.	See below.	See below.	See below.
<i>Biological Resources</i>				
<i>IMPACT BEING ADDRESSED: Indirect Impacts on Special-Status Species. The Proposed Project would result in substantial predation among special-status bird and mammal species that breed in the nearby brackish marshes and may forage, in the case of special-status birds, in the Project area. (Impact BIO-2)</i>				
<p><i>Project Mitigation Measure BIO-2.1: Feral Cat Management Program.</i> The Project Sponsor shall implement a feral cat management program, similar to the program developed in conjunction with the Peninsula Humane Society and the Society for the Prevention of Cruelty to Animals for the East Campus in 2013. Prior to the program being implemented, the program developer shall coordinate with local humane societies and animal service centers to identify facilities able to take cats. The program coordinator shall coordinate with facilities receiving cats to ensure that efforts are made to attempt to reunite any inadvertently trapped pet cat with its owners.</p> <p>For one week every 3 months (i.e., each quarter), three live trap cages, designed to trap domestic cats, shall be placed around the perimeter of the main Project Site in locations where feral cats are likely to prey upon native wildlife species. The traps shall be deployed and maintained by a qualified trapping professional (such as an animal management company or other trained and experienced animal or wildlife professional). The duration of traps shall be coordinated with the specified intake facility so that the facility is prepared and open to receive trapped cats.</p> <p>Each trap cage shall be monitored and maintained on a daily basis during the week when traps have been set to determine whether a cat has been caught and whether the trap has inadvertently captured a non-target species (e.g. pet cat or</p>	Implement a feral cat management program.	<p>Ongoing beginning with occupancy of the first building at a level of extensiveness commensurate with the level of development and based on reasonable data (e.g., nearby feral cat management efforts).</p> <p>Trap cages must be placed for 1 week every 3 months (i.e., each quarter) for the duration of Project operation.</p>	Project Sponsor/qualified trapping professional	CDD

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<p>wildlife). Traps shall not be deployed during extreme weather (e.g., heat, cold, rain). Traps shall contain water and be at least partially covered where feasible to attempt to reduce stress of trapped animals.</p> <p>If a cat is caught, the qualified professional shall transport the trapped cat as soon as practicable to the local humane society or animal service center that accepts trapped cats. If an animal other than a feral cat is caught in one of the traps, such as a suspected pet cat (e.g. cat with a collar) or wildlife, it shall be released immediately at the trap location.</p> <p>Because there are residences within and adjacent to the Project Site and the area where the Feral Cat Management Program will take place, efforts will be taken to ensure that residences are aware of the program to avoid inadvertent trapping and removal of pet cats. Visible signage shall be installed a week in advance of trapping and shall remain installed for the duration of trapping. The signs will have contact information should residents have questions or concerns.</p>				
<p><i>IMPACT BEING ADDRESSED: Impacts on Riparian Habitat and Other Sensitive Natural Communities. Project demolition and construction would affect riparian habitat and other sensitive natural communities. (Impact BIO-3)</i></p>				
<p><i>Project Mitigation Measure BIO-3.1: Avoid and Minimize Impacts on Riparian Habitat and Other Sensitive Natural Communities.</i> To the extent feasible, construction activities should avoid or minimize the removal of wetland vegetation or the placement of fill in the wetlands immediately north and northeast of the Project Site. If all direct impacts on wetlands (i.e., vegetation removal, loss, and fill) are avoided, Mitigation Measures BIO-3.2 and BIO-3.3 would not need to be implemented. However, if any wetland vegetation needs to be removed from the wetlands, or any fill needs to be placed in the wetlands, or post-construction conditions result in vegetation loss, Mitigation Measure BIO-3.2 (and Mitigation Measure BIO-3.3 if permanent impacts would occur) shall be implemented.</p>	<p>Avoid and minimize the removal of wetland vegetation or placement of fill in wetlands.</p>	<p>During construction</p>	<p>Project Sponsor/ contractor(s)</p>	<p>CDD</p>

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<p><i>Project Mitigation Measure BIO-3.2: In-Situ Restoration of Temporary Impacts.</i> If impacts on the wetlands immediately north of the Project Site are temporary, resulting in vegetation removal or temporary fill within the wetland but no permanent fill, then the wetland area shall be restored by the Project Sponsor following construction. The herbaceous seasonal wetlands are likely to become recolonized easily without the need for seeding and planting as long as their existing hydrology and topography are restored following temporary impacts. There is some potential for the arroyo willow clumps in the isolated forested wetland to regrow from cut stumps. In such a case, the in-situ restoration shall involve simply protecting the area with exclusion fencing following construction to allow for regrowth of vegetation.</p> <p>For temporary impacts involving removed willow root masses where in-situ restoration is still an option, a more detailed restoration plan shall be developed. The mitigation shall, at a minimum, achieve no net loss of wetland acreage (i.e., jurisdictional wetlands lost to fill shall be replaced through the creation or restoration of wetland habitat of the same type as the affected habitat [either forested or herbaceous seasonal] at a minimum ratio of 1:1 on an acreage basis or as otherwise required by any state or federal permitting agencies) or ecological functions and values through the restoration and enhancement of the affected wetlands to a level equal to or greater than the baseline condition of the existing wetlands. An in-situ restoration approach could involve salvaging wetland plant material prior to construction (e.g., willow cuttings or willow clumps, in the case of the isolated forested wetland) and then replanting the material if the seasonal timing of construction is appropriate. United States Army Corps of Engineers (USACE) and/or Regional Water Quality Control Boards (RWQCB) approvals may be required to authorize temporary impacts on these features.</p>	<p>If impacts on wetlands are temporary, restore wetlands to pre-construction conditions and prepare a restoration plan, if needed.</p>	<p>Immediately following construction (if applicable)</p>	<p>Project Sponsor</p>	<p>CDD/USACE/ RWQCB</p>

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<p><i>Project Mitigation Measure BIO-3.3: Provide Compensatory Mitigation.</i> If any permanent fill or permanent loss of the isolated forested wetland or the herbaceous seasonal wetlands occurs, the Project Sponsor shall provide new wetland habitat of the same type (either forested or herbaceous seasonal) to offset this impact, either through the creation, enhancement, or restoration of wetlands in an appropriate location or through the purchase of mitigation credits from a USACE- or RWQCB-approved wetland mitigation bank. The purchase of such credits shall serve as full mitigation for impacts on these wetland features.³ If Project-specific creation, enhancement, or restoration of wetland habitat is implemented, habitat shall be restored or created at a minimum ratio of 2:1 (compensation: impact) on an acreage basis or as otherwise required by any state or federal permitting agencies. This ratio is not higher because of the relatively low quality of the wetlands on the Project Site relative to the more extensive, less fragmented wetlands elsewhere in the region, and it is not lower because of the temporal loss of wetland functions and values that would result from the lag between impacts on the wetlands and maturation of the mitigation habitat. USACE and/or RWQCB approvals may be required to authorize permanent impacts on this feature.</p> <p>To the extent that compensatory mitigation is not provided by purchasing mitigation credits from a USACE- or RWQCB-approved wetland mitigation bank, then, if feasible, compensation shall be provided by creating, enhancing, or restoring wetland habitat so as to achieve the 2:1 ratio somewhere in San Mateo County or as otherwise required by any state or federal permitting agencies. A qualified biologist</p>	<p>If impacts on wetlands are permanent, provide new wetland habitat of the same type or purchase mitigation credits to offset any impacts on wetlands and prepare a wetland mitigation and monitoring plan, if needed.</p>	<p>Immediately following construction (if applicable)</p>	<p>Project Sponsor/ qualified biologist</p>	<p>CDD/USACE/ RWQCB</p>

³ Refer to U.S. Army Corps of Engineers 33 CFR Part 325 and State Water Resources Control Board’s *State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State* (April 2, 2019), pages 28 and 29.

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<p>shall develop a wetland mitigation and monitoring plan that describes the mitigation, including the following components (or as otherwise modified by regulatory agency permitting conditions):</p> <ul style="list-style-type: none"> • Summary of habitat impacts and proposed mitigation ratios; • Goal of the restoration to achieve no net loss of habitat functions and values; • Location of mitigation site(s) and description of existing site conditions; • Mitigation design; <ul style="list-style-type: none"> ○ Existing and proposed site hydrology; ○ Grading plan, if appropriate, including bank stabilization or other site stabilization features; ○ Soil amendments and other site preparation elements, as appropriate; Planting plan; ○ Irrigation and maintenance plan; ○ Remedial measures and adaptive management; and • Monitoring plan, including final and performance criteria, monitoring methods, data analysis, reporting requirements, and monitoring schedule. Success criteria shall include quantifiable measurements of wetland vegetation type (e.g., dominance by natives), the appropriate extent for the restoration location, and the provision of ecological functions and values equal to or exceeding those in the affected wetland habitat. At a minimum, success criteria shall include following: <ul style="list-style-type: none"> ○ At Year 5 post-mitigation, at least 75 percent of the mitigation site shall be dominated by native hydrophytic vegetation. <p>The wetland mitigation and monitoring plan must be approved by the City and other applicable agencies prior to the wetland impacts and must be implemented within 1 year</p>				

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after the discharge of fill into wetland features. Alternately, offsite mitigation could be provided through the purchase of mitigation credits at an agency-approved mitigation bank, as noted above.				
<i>IMPACT BEING ADDRESSED: Impacts on State and/or Federally Protected Wetlands. Project demolition and construction could affect state and/or federally protected wetlands. (Impact BIO-4)</i>				
Implement Mitigation Measures BIO-3.1, BIO-3.2, and BIO-3.3, above.	See above.	See above.	See above.	See above.
<i>IMPACT BEING ADDRESSED: Impacts on Wildlife Movement and Native Wildlife Nursery Sites. The removal of buildings, trees, shrubs, or woody vegetation and the construction of new buildings and installation of lighting could affect native migratory birds. (Impact BIO-5)</i>				
<p><i>Project Mitigation Measure BIO-5.1: Avoidance and Pre-construction Surveys for Nesting Migratory Birds.</i> The Project Sponsor shall implement the following measures to reduce impacts on nesting migratory birds:</p> <ul style="list-style-type: none"> To the extent feasible, construction activities shall be scheduled to avoid the nesting season. If construction activities are scheduled to take place outside the nesting season, all impacts on nesting birds protected under the MBTA and California Fish and Game Code will be avoided. The nesting season for most birds in San Mateo County extends from February 1 through August 31. If it is not possible to schedule construction activities between September 1 and January 31, then preconstruction surveys for nesting birds shall be conducted by a qualified ornithologist to ensure that no nests of migratory birds will be disturbed during Project implementation. Surveys shall be conducted no more than 7 days prior to the initiation of construction activities for each construction phase. During this survey, the ornithologist shall inspect all trees and other potential nesting habitats (e.g., trees, shrubs, California annual grasslands, buildings) in and immediately adjacent to the impact areas for migratory bird nests. 	<p>Avoid construction during the nesting season from February 1 through August 31; if not feasible, conduct pre-construction surveys for birds and potential nesting habitat.</p> <p>Establish a construction-free buffer zone if an active nest is found.</p>	<p>Ongoing during construction.</p> <p>In the event construction activities are initiated between February 1 through August 31, preconstruction nesting surveys of potential nesting habitat onsite shall be conducted no earlier than 7 days prior to start of construction activities for each applicable construction phase.</p>	Project Sponsor/ qualified ornithologist	CDD

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<ul style="list-style-type: none"> If an active nest is found within trees or other potential nesting habitats that would be disturbed by construction activities, a construction-free buffer zone (typically 300 feet for raptors and 100 feet for other species) will be established around the nest to ensure that species that are protected under the MBTA and California Fish and Game Code will not be disturbed during Project implementation. The ornithologist shall determine the extent of the buffer. If construction activities will not be initiated until after the start of the nesting season, all potential nesting substrates (e.g., bushes, trees, grasses, and other vegetation) that are scheduled to be removed by the Proposed Project may be removed prior to the start of the nesting season (i.e., prior to February 1). This would preclude the initiation of nests in this vegetation and prevent any potential delay for the Proposed Project because of the presence of active nests in these substrates. 				
<p><i>Project Mitigation Measure BIO-5.2: Atrium Bird-safe Design Requirements.</i> The Project Sponsor shall implement the following measures to reduce impacts on migratory birds due to construction of the atrium:</p> <ul style="list-style-type: none"> The Project Sponsor shall treat 100 percent of the glazing on the dome-shaped portions of the atrium’s façades (i.e., all areas of the north façade and all areas of the south façade above the Elevated Park) with a bird-safe glazing treatment to reduce the frequency of collisions. This glazing shall have a Threat Factor of 15 or less.⁴ Because a Threat Factor is a nonlinear index, its value is not 	<p>Implement bird-safe design standards for the proposed atrium.</p> <p>Monitor and survey bird collisions.</p> <p>Implement modifications to</p>	<p>Design standards for atrium prior to issuance of the building permit for the building shell and for the duration of use at the building</p>	<p>Project Sponsor/ architect/ qualified biologist</p>	<p>CDD</p>

⁴ A material’s Threat Factor, as assigned by the American Bird Conservancy, refers to the level of danger posed to birds, based on the birds’ ability to perceive the material as an obstruction, as tested using a “tunnel” protocol (a standardized test that uses wild birds to determine the relative effectiveness of various products at deterring bird collisions). The higher the Threat Factor, the greater the risk that collisions will occur. An opaque material will have a Threat Factor of 0, and a completely transparent material will have a Threat Factor of 100. Threat Factors for many commercially available façade materials can be found at <https://abcbirds.org/wp-content/uploads/2021/01/Masterspreadsheet-1-25-2021.xlsx>.

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<p>equivalent to the percent reduction in collisions that a glazing product provides. However, products with lower Threat Factors result in fewer bird collisions.</p> <ul style="list-style-type: none"> • The Project Sponsor shall treat 100 percent of the glazing on the atrium’s east and west façades with a bird-safe glazing treatment to reduce the frequency of collisions. This glazing shall have a Threat Factor of 15 or less. • Interior trees and woody shrubs shall be set back from the atrium’s east, west, and non-sloped (i.e., vertical/perpendicular to the ground) portions of the south façades by at least 50 feet to reduce the potential for collisions with these facades due to the visibility of interior trees. This 50-foot distance is greater than the distance used in the project design for the north and sloped portions of the south facades (e.g., 20-25 feet for the north façade) due to the vertical nature of the east, west, and non-sloped portion of the south façades, as opposed to the articulated nature of the north and sloped portions of the south façades (which is expected to reduce the visibility of internal vegetation to some extent), as well as the direct line-of-sight views between interior and exterior vegetation through the east, west, and non-sloped portions of the south façades compared to the north façade (where internal vegetation is elevated above exterior vegetation). Interior trees and shrubs that are not visible through the east, west, and south façades may be planted closer than 50 feet to glass façades. • Because the glass production process can result in substantial variations in the effectiveness of bird-safe glazing, a qualified biologist will review physical samples of all glazing to be used on the atrium to confirm that the bird-safe frit will be visible to birds under various lighting conditions and expected to be effective. 	<p>the atrium to reduce collisions if a hot spot is identified.</p>	<p>Survey bird collisions for a minimum of 2 years following construction.</p>		

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<ul style="list-style-type: none"> • The Project Sponsor shall monitor bird collisions around the atrium for a minimum of 2 years following construction to identify any collision “hot spots” (i.e., areas where collisions occur repeatedly). A monitoring plan for the atrium shall be developed by a qualified biologist and shall include focused surveys for bird collisions from late April through May (spring migration), September through October (fall migration), and mid-November through mid-January (winter) to maximize the possibility of detecting bird collisions that might occur. Surveys of the atrium shall be conducted daily for 3 weeks during each of these periods (i.e., 21 consecutive days during each season, for a total of 63 surveys per year). In addition, for the 2-year monitoring period, surveys of the atrium shall be conducted the day following nighttime events during which temporary lighting exceed would typical levels (i.e., levels specified in the International Dark-Sky Association’s defined lighting zone, LZ-2 [Moderate Ambient], from dusk until 10:00 p.m., or 30 percent below these levels from 10:00 p.m. to midnight). The applicant can assign responsibility for tracking events and notifying the biologist when a survey is needed to a designated individual who is involved in the planning and scheduling of atrium events. The timing of the 63 seasonal surveys (e.g., morning or afternoon) shall vary on the different days to the extent feasible; surveys conducted specifically to follow nighttime events shall be conducted in the early morning. • At a frequency of no less than every 6 months, a qualified biologist shall review the bird collision data for the atrium in consultation with the City to determine whether any potential hot spots are present (i.e., if collisions have occurred repeatedly at the same location). A “<i>potential hot spot</i>” is defined as a cluster of three or more collisions that 				

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<p>occur within one of the 3-week monitoring periods described above at a given location on the atrium. The “location” shall be identified by the qualified biologist as makes sense for the observed collision pattern, and may consist of a single pane of glass, an area of glass adjacent to a landscape tree or light fixture, the 8,990-square-foot vertical façade beneath the Elevated Park, the façade adjacent to the vegetation at the Elevated Park, the atrium’s east façade, the atrium’s west façade, or another defined area where the collision pattern is observed. “Location” shall be defined based on observations of (1) collision patterns and (2) the architectural, lighting, and/or landscape features that contributed to the collisions and not arbitrarily determined (e.g., by assigning random grids). If any such potential hot spots are found, the qualified biologist shall provide an opinion as to whether the potential hot spots will affect bird populations over the long term to the point that additional measures (e.g., light adjustments, planting of vegetation) will be needed to reduce the frequency of bird strikes at the hot spot location in order to reduce impacts to a less-than-significant level under CEQA (i.e., whether it constitutes an actual “hotspot”). This determination shall be based on the number of birds and the species of birds that collide with the atrium over the monitoring period. In addition, a “hotspot” is automatically defined if a cluster of five or more collisions are identified at a given “location” on the atrium within one of the three-week monitoring periods described above. If a hotspot is identified, additional measures will be implemented at the potential hotspot location at the atrium; these may include one or more of the following options in the area of the hotspot depending on the cause of the collisions:</p>				

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<ul style="list-style-type: none"> ○ Adding a visible bird-safe frit pattern, netting, exterior screens, art, printed sheets, interior shades, grilles, shutters, exterior shades, or other features to untreated glazing (i.e., on the façade below the Elevated Park) to help birds recognize the façade as a solid structure. ○ Installing interior or exterior blinds on buildings within the atrium to prevent light from spilling outward though glazed façades at night. ○ Reducing lighting by dimming fixtures, redirecting fixtures, turning lights off, and/or adjusting the programmed timing for dimming/shutoff. ○ Replacing certain light fixtures with new fixtures to increase shielding or redirect lighting. ○ Adjusting or reducing lighting during events. ○ Adjusting the timing of events to reduce the frequency during certain times of year (e.g., spring and/or fall migration) when relatively high numbers of collisions occur. ○ Adjusting landscape vegetation by removing, trimming, or relocating trees or other plants (e.g., moving them farther from glass) or blocking birds' views of vegetation through glazing (e.g., using a screen or other opaque feature). ● If modifications to the atrium are implemented to reduce collisions at a hot spot, 1 year of subsequent focused monitoring of the hot-spot location shall be performed to confirm that the modifications effectively reduced bird collisions to a less-than-significant level under CEQA. In the event that a hot-spot is detected at a time when there is less than one year remaining of the initial 2-year monitoring period, then this one year of subsequent monitoring of that hot-spot would extend beyond the 2-year monitoring period described above. 				

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<p><i>Project Mitigation Measure BIO-5.3: Lighting Design Requirements.</i> The Project Sponsor shall prepare a lighting design plan that incorporates and implements the following measures to reduce lighting impacts on migratory birds. Prior to implementation of the lighting design plan, a qualified biologist shall review the final lighting design plan to confirm that the required measures are incorporated:</p> <ul style="list-style-type: none"> • To the maximum extent feasible, up-lighting (i.e., lighting that projects upward above the fixture) shall be avoided in the Project design. All lighting shall be fully shielded to prevent illumination from shining upward above the fixture. If up-lighting cannot be avoided in the Project design, up-lights shall be shielded and/or directed such that no luminance projects above/beyond the objects at which they are directed (e.g., trees and buildings) and no light shines directly into the eyes of a bird flying above the object. If the objects themselves can be used to shield the lights from the sky beyond, no substantial adverse effects on migrating birds are anticipated. • All lighting shall be fully shielded to prevent it from shining outward and toward Bay habitats to the north. No light trespass shall be permitted more than 80 feet beyond the Project Site’s northern property line (i.e., beyond the Dumbarton Rail Corridor). • With respect to exterior lighting in the northern portion of the Project Site (i.e., areas north of Main Street and Office Buildings 03 and 05 surrounding the hotel, Town Square retail pavilion, Office Building 04, event building, and North Garage), and with respect to interior portions of the atrium, exterior lighting shall be minimized (i.e., outdoor lumens shall be reduced by at least 30 percent, consistent with recommendations from the International Dark-Sky Association [2011]) from 10:00 p.m. until sunrise, except as needed for safety and compliance with Menlo Park 	<p>Implement lighting design measures to reduce lighting impacts on migratory birds.</p>	<p>Prior to issuance of building permit</p> <p>Ongoing during operation of Project</p>	<p>Project Sponsor/ architect</p>	<p>CDD/qualified biologist</p>

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<p>Municipal Code. With respect to Office Buildings 01, 02, 03, 05, and 06, South Garage, and the residential/mixed-use buildings, exterior lighting shall be minimized (i.e., total outdoor lighting lumens shall be reduced by at least 30 percent or extinguished, consistent with recommendations from the International Dark-Sky Association [2011]) from midnight until sunrise, except as needed for safety and City code compliance.</p> <ul style="list-style-type: none"> • Temporary lighting that exceeds minimal site lighting requirements may be used for nighttime social events. This lighting shall be switched off no later than midnight. No exterior up-lighting (i.e., lighting that projects upward above the fixture, including spotlights) shall be used during events. • Lights shall be shielded and directed so as not to spill outward from the elevator/stair towers and into adjacent areas. • Interior or exterior blinds shall be programmed to close on north-facing windows of buildings within the atrium from 10:00 p.m. to sunrise to prevent light from spilling outward. • Accent lighting within the atrium shall not be used to illuminate trees or vegetation. Alternatively, the applicant shall provide documentation to the satisfaction of a qualified biologist that the illumination of vegetation and/or structures within the atrium by accent lighting and/or up-lighting will not make these features more conspicuous to the human eye from any elevation outside the atrium compared to ambient conditions within the atrium. The biologist shall submit a report to the City following completion of the lighting design, documenting compliance with this requirement. 				

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<i>IMPACT BEING ADDRESSED: Impact BIO-6: Conflicts with Any Local Policies or Ordinances that Protect Biological Resources. The Project would result in conflicts with the Menlo Park Municipal Code. (Impact BIO-6)</i>				
Implement Mitigation Measures BIO-2.1, BIO-3.1 through BIO-3.3, and BIO-5.2, above.	See above.	See above.	See above.	See above.
<i>Geology and Soils</i>				
<i>IMPACT BEING ADDRESSED: Paleontological Resources. The Proposed Project could destroy a unique paleontological resource or site. (Impact GS-5)</i>				
<i>ConnectMenlo Mitigation Measure CULT-3: Conduct Protocol and Procedures for Encountering Paleontological Resources.</i> In the event that fossils or fossil-bearing deposits are discovered during ground-disturbing activities anywhere in the City, excavations within a 50-foot radius of the find shall be temporarily halted or diverted. Ground disturbance work shall cease until a City-approved, qualified paleontologist determines whether the resource requires further study. The paleontologist shall document the discovery as needed (in accordance with Society of Vertebrate Paleontology standards [Society of Vertebrate Paleontology 1995]), evaluate the potential resource, and assess the significance of the find under the criteria set forth in CEQA Guidelines Section 15064.5. The paleontologist shall notify the appropriate agencies to determine the procedures that would be followed before construction activities would be allowed to resume at the location of the find. If avoidance is not feasible, the paleontologist shall prepare an excavation plan for mitigating the effect of construction activities on the discovery. The excavation plan shall be submitted to the City of Menlo Park for review and approval prior to implementation, and all construction activity shall adhere to the recommendations in the excavation plan.	Conduct protocol and procedures for encountering paleontological resources.	During construction, in the event that fossils or fossil-bearing deposits are discovered	Project Sponsor/qualified paleontologist approved by CDD	CDD
<i>Project Mitigation Measure PALEO-1: Conduct Worker Awareness Training.</i> Before the start of any excavation or grading activities, the construction contractor will retain a qualified paleontologist, as defined by the SVP, who is experienced in teaching non-specialists. The qualified	Conduct worker awareness training.	Prior to any excavation or grading activities	Project Sponsor/contractor(s)/qualified paleontologist	CDD

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<p>paleontologist will train all construction personnel who are involved with earthmoving activities, including the site superintendent, regarding the possibility of encountering fossils, the appearance and types of fossils that are likely to be seen during construction, and proper notification procedures should fossils be encountered. Procedures to be conveyed to workers include halting construction within 50 feet of any potential fossil find and notifying a qualified paleontologist, who will evaluate the significance.</p> <p>The qualified paleontologist will also make periodic visits during earthmoving in high sensitivity sites to verify that workers are following the established procedures.</p>				
<p><i>IMPACT BEING ADDRESSED: Cumulative Geology and Soil Impacts. Cumulative development would result in a less than significant cumulative impact to geology, soils, and seismicity, and thus the Proposed Project would not be a cumulatively considerable contributor to any significant cumulative impact to geology, soils, and seismicity. Cumulative development would result in a less-than-significant cumulative impact with mitigation to paleontological resources and the Proposed Project would not be a cumulatively considerable contributor to any significant cumulative impact. (Impact C-GS-1)</i></p>				
<p>Implement ConnectMenlo Mitigation Measure CULT-3, above.</p>	<p>See above.</p>	<p>See above.</p>	<p>See above.</p>	<p>See above.</p>
<p><i>Hydrology</i></p>				
<p><i>IMPACT BEING ADDRESSED: Water Quality. The Proposed Project could violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface water or groundwater quality. (Impact HY-1)</i></p>				
<p><i>Project Mitigation Measure HY-1.1: Implement Construction Dewatering Treatment (if necessary). If dewatering is needed to complete the Proposed Project, and if water from dewatering is discharged to a storm drain or surface water body, dewatering treatment may be necessary if groundwater exceeding water quality standards is encountered during excavation. Because there is potential for groundwater to be contaminated with VOCs or fuel products at the Project Site, the Project Sponsor would be required to comply with the San Francisco Bay Regional Water Board’s VOC and Fuel General Permit (Order No. R2-2018-0050) if groundwater exceeding water quality standards is encountered.</i></p>	<p>Implement construction dewatering treatment if groundwater is encountered.</p>	<p>During construction (if necessary)</p>	<p>Project Sponsor/ contractor(s)</p>	<p>CDD</p>

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<p>If dewatering requires discharges to the storm drain system or other water bodies, the water shall be pumped to a tank and tested using grab samples and sent to a certified laboratory for analysis. If it is found that the water does not meet water quality standards, it shall be treated as necessary prior to discharge so that all applicable water quality objectives (as noted in Table 3.11-2) are met or it shall be hauled offsite instead for treatment and disposed of at an appropriate waste treatment facility that is permitted to receive such water. The water treatment methods selected shall remove contaminants in the groundwater to meet discharge permit requirements while achieving local and state requirements, subject to approval by the San Francisco Bay Regional Water Board. Methods may include retaining dewatering effluent until particulate matter has settled before discharging it or using infiltration areas, filtration techniques, or other means. The contractor shall perform routine inspections of the construction area to verify that water quality control measures are properly implemented and maintained, observe the water (i.e., check for discoloration or an oily sheen), and perform other sampling and reporting activities prior to discharge. The final selection of water quality control measures shall be submitted in a report to the San Francisco Bay Regional Water Board for approval prior to construction. If the results from the groundwater laboratory do not meet water quality standards and the identified water treatment measures cannot ensure that treatment meets all standards for receiving water quality, then the water shall be hauled offsite instead for treatment and disposal at an appropriate waste treatment facility that is permitted to receive such water.</p>				
<p><i>IMPACT BEING ADDRESSED: Conflict or Obstruct a Water Resource Management Plan. The Proposed Project could conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan. (Impact HY-5)</i></p>				
<p>Implement <i>Project Mitigation Measure HY-1.1</i>, above.</p>	<p>See above.</p>	<p>See above.</p>	<p>See above.</p>	<p>See above.</p>
<p><i>Hazards and Hazardous Materials</i></p>				

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<i>IMPACT BEING ADDRESSED: Upset and Accident Conditions Involving Hazardous Materials. The Proposed Project could create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment. (Impact HAZ-2)</i>				
<p><i>ConnectMenlo Mitigation Measure HAZ-4a: Environmental Site Management Plan.</i> Construction of any site in the City with known contamination shall be conducted under a Project-specific Environmental Site Management Plan (ESMP) prepared in consultation with the Regional Water Quality Control Board (RWQCB) or the Department of Toxic Substances Control (DTSC), as appropriate. The purpose of the ESMP is to protect construction workers, the general public, the environment, and future site occupants from subsurface hazardous materials previously identified at the site and address the possibility of encountering unknown contamination or hazards in the subsurface. The ESMP shall summarize soil and groundwater analytical data collected on the site during past investigations; identify management options for excavated soil and groundwater, if contaminated media are encountered during deep excavations; and identify monitoring, irrigation, or wells that require proper abandonment in compliance with local, state, and federal laws, policies, and regulations.</p> <p>The ESMP shall include measures for identifying, testing, and managing soil and groundwater suspected of or known to contain hazardous materials. The ESMP shall 1) provide procedures for evaluating, handling, storing, testing, and disposing of soil and groundwater during excavation and dewatering activities, respectively; 2) describe required worker health and safety provisions for all workers who could be exposed to hazardous materials, in accordance with state and federal worker safety regulations; and 3) designate the personnel responsible for implementation of the ESMP.</p>	<p>Prepare an Environmental Site Management Plan.</p>	<p>During the building permit and site development review process and prior to permit issuance</p>	<p>Project Sponsor/ personnel designated in the ESMP</p>	<p>DTSC/ CDD</p>

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<i>Project Mitigation Measure HAZ-2.1: Phase I Environmental Site Assessment for the Willow Road Tunnel under Dumbarton Rail Corridor and Willow Road. For the offsite improvement in the area where the Willow Road Tunnel passes under the Dumbarton Rail Corridor and Willow Road, a Phase I ESA shall be performed by a licensed environmental professional. The Phase I ESA shall identify RECs at the site and indicate whether a Phase II ESA is required in order to evaluate contamination at the site.</i>	Perform/obtain a Phase I Site Assessment for the Willow Road Tunnel.	Prior to construction of the Willow Road Tunnel	Project Sponsor/ licensed environmental professional	CDD
<i>IMPACT BEING ADDRESSED: Exposure to Schools. The Proposed Project would not emit hazardous emissions or involve handling hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school. (Impact HAZ-3)</i>				
Implement <i>Project Mitigation Measure HAZ-2.1 and ConnectMenlo Mitigation Measure HAZ-4a</i> , above.	See above.	See above.	See above.	See above.
<i>IMPACT BEING ADDRESSED: Cumulative Hazards and Hazardous Materials Impacts. Cumulative development would not result in a significant cumulative impact from hazards and hazardous materials, and the Proposed Project would not be a cumulatively considerable contributor to such a cumulative impact. (Impact C-HAZ-1)</i>				
Implement <i>ConnectMenlo Mitigation Measure HAZ-4a</i> , above.	See above.	See above.	See above.	See above.
<i>Tribal Cultural Resources</i>				
<i>IMPACT BEING ADDRESSED: Tribal Cultural Resources. The Proposed Project could cause a substantial adverse change in the significance of a tribal cultural resource, as defined in PRC Section 21074. (Impact TCR-1)</i>				
<i>Project Mitigation Measure TCR-1.1: Avoidance and Mitigation of Impacts</i> Plan Check Prior to issuance of grading permits, the Project Sponsor shall ensure and the City shall verify that the applicable grading plans that require ground-disturbing excavation clearly indicate: <ul style="list-style-type: none"> That there is potential for exposing buried cultural resources, including tribal cultural resources (“TCRs”) and Native American burials; and That excavations associated with soil remediation, removal of below grade utilities, and initial mass 	Preservation in place of known tribal cultural resources through plan check and measures for the Core, Perimeter, High Sensitivity Area, and existing known reburials.	Prior to the issuance of grading permits (plan check and field manual) During construction (implement design measures and preservation)	Project Sponsor/ contractor(s)	CDD

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<p>grading at the main Project Site and all ground disturbing activities within the Core and Perimeter (including the High Sensitivity Area) require the presence of an archaeological monitor and tribal monitor in accordance with the Archaeological and Tribal Cultural Resources Monitoring and Treatment Protocol and Plan (“ATMTTP”), as defined in Mitigation Measure TCR-1.2; and</p> <ul style="list-style-type: none"> • That all ground disturbing activities require compliance with the ATMTTP. <p>All archaeological site information supplied to the contractor shall be considered and marked confidential. Any no-disturbance zones shall be labelled as environmentally sensitive areas.</p> <p>Prior to issuance of grading permits for the Project, the Project Sponsor and City shall, with input from the tribes that engaged in consultation with the City on the Proposed Project pursuant to Assembly Bill 52 (“Consulting Tribes”), develop a non-confidential field manual summarizing the approved TCR mitigation measures and the approved ATMTTP requirements. This list shall be provided to all relevant personnel implementing TCR mitigation measures. Archeological and tribal monitors shall be invited to attend all tailgate safety meetings at which safety concerns and other pertinent information regarding current construction activities are presented.</p> <p><u>Measures for the Core</u></p> <p>The Project Sponsor shall avoid or mitigate ground-disturbing excavation in the Core as detailed below.</p> <ul style="list-style-type: none"> • Ground disturbance into the existing culturally affected soil of the Core is prohibited. The following performance standards for capping, minimizing 				

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<p>construction loading, and preservation in place of the Core shall apply.</p> <p><u>Capping of Core</u></p> <ul style="list-style-type: none"> • The Project Sponsor shall install a culturally sterile engineered cap of four to seven feet to cover the cultural deposits within the Core and preserve the Core in place. Tribal and archaeological monitoring shall be required during the installation of the fill cap on the Core. • Onsite soil material is suitable as fill material provided that it is processed to remove concentrations of organic material, debris, and particles greater than six inches in maximum dimension; oversized particles shall either be removed from the fill or broken down to meet the requirement. Imported fill material shall meet the above requirements and have a plasticity index of less than 20. Material used for engineered fill shall not contain or introduce contaminants in excess of applicable Department of Toxic Substances Control (“DTSC”) Environmental Screening Levels (“ESLs”). Any TCR materials within the soil matrix that are identified as TCRs by a tribal monitor shall be treated in accordance with the ATMTTP and shall not be broken down or used in fill. • Construction activities shall be conducted in a manner that protects against penetration of the culturally affected soil within the Core and reduces the potential for disturbance from concentrated surface loads. The following measures shall be implemented within the Core during fill placement and any subsequent construction to reduce potential impacts on subsurface archaeological and cultural materials. <ul style="list-style-type: none"> ○ An elevation contour plan shall be created to guide the surface preparation necessary to place the fill cap 				

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<p>within the Core boundaries. The plan shall show the top of the culturally affected soil elevation to establish a six-inch-thick protection layer above the culturally affected soil layer, below which soil excavation or penetration shall not be permitted.</p> <ul style="list-style-type: none"> ○ Tree root balls from trees removed within the Core boundary that have roots extending within an area 24 inches from the culturally affected soil layer shall be left in place. Stumps may be ground flat with the existing grade. ○ Clearing of surface vegetation within the Core boundary shall be performed through hand grubbing. ○ Ground surface preparation prior to fill placement within the Core boundary shall use relatively light equipment (3,000 to 5,000 pounds), such as a walk-behind roller, to densify the six-inch-thick protection material. The use of relatively light equipment reduces potential for densification below the buffer zone. ○ A layer of geogrid reinforcement shall be placed over the prepared ground surface within the Core boundary. Geogrid shall consist of a triaxial grid (e.g., TX140 or approved equivalent). A second layer of geogrid shall be placed to reinforce the engineered fill approximately 24 inches above the base geogrid layer. Geogrid shall be installed in accordance with the manufacturer’s specifications. After placement of the geogrid, there shall be no soil disturbance in the Core below the top layer of geogrid. ○ Once the six-inch-thick protection layer has been prepared and the base reinforcement grid placed within the Core boundary, engineered fill may be placed in eight-inch lifts and compacted using a single-drum ride-on sheepsfoot roller. The roller shall not be parked or left stationary on the Core 				

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<p>overnight. If yielding subgrade is encountered in the base protection layer, the geotechnical consultant may recommend placement of additional layers of reinforcement within the engineered fill. This determination will be based on field observations during preparation of the ground surface.</p> <ul style="list-style-type: none"> ○ To protect the culturally affected soil in the Core, construction and other transitory vehicle traffic (with the exception of the equipment necessary to place and compact the engineered fill) shall not be permitted over the Core until after engineered fill placement is complete to provide a buffer between mound material and concentrated vehicle loads. Once fill placement is complete, the culturally affected soil will be protected, but construction vehicles and construction equipment directly on the Core nonetheless shall continue to be limited to the minimum number necessary to complete construction of the Proposed Project. Vehicles shall not be left stationary or parked on the Core overnight. The contractor shall ensure that vehicles and equipment will not leak fuel or other liquids when operating on the Core. Leaking vehicles and equipment shall be promptly removed from the Core area and repaired before use is resumed on the Core. <p><u>Temporary Construction Loading at Core</u> The following measures shall be implemented within the Core during scaffold erection to reduce potential impacts on subsurface cultural materials:</p> <ul style="list-style-type: none"> • Scaffolds placed on the Core shall be installed no earlier than three months after the engineered fill placement related to sea-level rise. 				

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Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
<ul style="list-style-type: none"> • Scaffolds shall use 16-foot square bases on top of the engineered fill cap. Minor leveling of the fill cap shall be allowed at each scaffold installation, but excavation or other penetrations into the fill surface shall not be permitted except for equipment or the temporary auxiliary structures needed to install the atrium frame and associated glass. There shall be no soil disturbance in the Core below the top layer of geogrid. • Scaffolds shall be removed promptly after installation and inspection of the framework and glass within the atrium to remove pressure from the engineered fill over the Core. <p><u>Post-Construction Preservation in Place at the Core</u></p> <ul style="list-style-type: none"> • Post-construction, there shall be no soil disturbance in the Core below the top layer of geogrid. Any surface structural elements, irrigation, utilities, and infrastructure shall be located only upon/within the engineered fill and shall not penetrate the top layer of geogrid. • The Project Sponsor shall comply with Mitigation Measure TCR-1.3, <i>Post-Construction Preservation in Place</i>. <p><u>Measures for the Perimeter</u></p> <p>The Project Sponsor shall avoid or mitigate ground-disturbing excavation in the Perimeter Area as follows:</p> <ul style="list-style-type: none"> • The Project Sponsor shall install a culturally sterile engineered cap of four to seven feet to cover the cultural deposits within the Perimeter. • Excavation through the cap shall follow the procedures in <i>Mitigation Measure TCR-1.2</i>. • Tribal monitoring shall be required during all ground disturbing site work in the Perimeter; provided that, once culturally affected soil has been removed, stockpiled, and treated in accordance with the ATMTTPP, no additional tribal monitoring of ground disturbance is required in the area where such soil was removed. 				

WILLOW VILLAGE MASTER PLAN PROJECT MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
<p><u>Measures for the High Sensitivity Area</u> The Project Sponsor shall avoid or mitigate ground-disturbing excavation in the High Sensitivity Area as follows:</p> <ul style="list-style-type: none"> • For portions of the High Sensitivity Area located within the Core, the Project Sponsor shall comply with the mitigation measures for the Core identified above, including but not limited to the tribal monitoring provisions. • For portions of the High Sensitivity Area located within the Perimeter, the Project Sponsor shall comply with the mitigation measures for the Perimeter identified above, including but not limited to the tribal monitoring provisions. <p><u>Measures for Existing Known Reburials</u></p> <ul style="list-style-type: none"> • Existing known reburials shall be preserved in place. • Existing known reburials will be protected by a layer of geogrid prior to the placement of engineered fill. • Tribal monitoring in the vicinity of existing known reburials shall be required in accordance with the ATMTTPP. 				
<p><i>Project Mitigation Measure TCR-1.2: Archaeological and Tribal Cultural Resource Monitoring and Treatment Protocol and Plan.</i> The Project Sponsor and archaeological consultant, in consultation with the Consulting Tribes, shall develop an Archaeological and Tribal Cultural Resource Monitoring and Treatment Protocol and Plan (“ATMTTPP”) to guide archaeological and tribal cultural resource monitoring of ground-disturbing site work and provide for appropriate treatment of any archeological materials and tribal cultural resources exposed during construction, as described below. The ATMTTPP will apply to the entire Project Site and all off-site Project improvements. In addition, specific protocols that pertain to the Core, Perimeter, and High Sensitivity Area will</p>	Develop an ATMTTPP to guide archaeological and tribal monitoring.	Prior to issuance of the first grading permit and any physical ground-disturbing activity	Project Sponsor/ approved archaeological consultant/ consulting tribe(s)	CDD

WILLOW VILLAGE MASTER PLAN PROJECT MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
<p>be distinguished from general unanticipated discovery response procedures that apply in other areas. Tribal monitoring refers to the controlled observation and regulation of construction operations on or in the vicinity of a known or potentially significant tribal cultural resource to avoid, preserve in place, or mitigate impacts on the resource. The ATMTTP shall be developed in consultation with the Consulting Tribes and submitted to the City for review and approval prior to issuance of the first grading permit and any physical ground disturbing site work being allowed on the Project Site or for off-site Project improvements. The ATMTTP shall include, at a minimum:</p> <ul style="list-style-type: none"> • Background information and context data on the Project Site, archeological resources, and tribal cultural resources. • Tribal monitoring requirements, including worker awareness training as specified below; a discussion of specific locations and the intensity of the monitoring effort for areas with potential for the discovery of archeological and tribal cultural materials; and anticipated personnel, including retention of California Native American tribal representative(s) from Consulting Tribes. • A requirement that tribal monitors from each Consulting Tribe be afforded the opportunity to be present at each location of ground disturbing site work that requires tribal monitoring pursuant to the Project mitigation measures and the ATMTTP, for the duration of such work, unless a Consulting Tribe agrees in writing that tribal monitoring is not needed by that tribe in that instance, or unless a Consulting Tribe fails to provide a monitor at the scheduled time, provided that adequate notice of the schedule was provided and documented. • Specific parameters for tribal monitoring, including the number of monitors from each Consulting Tribe based on number of simultaneous excavation locations, activities 				

WILLOW VILLAGE MASTER PLAN PROJECT MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
<p>subject to monitoring (consisting of all excavations associated with soil remediation, removal of below grade utilities, and initial mass grading at the main Project Site and all ground disturbing activities within the Core), and activities not subject to monitoring (including all grading outside the Core subsequent to initial mass grading in areas that have been monitored by the Consulting Tribes and found to no longer contain tribal cultural resources, all foundation and building demolition, and all above ground or vertical build construction).</p> <ul style="list-style-type: none"> • Identification of a tribal monitoring coordinator, whose responsibility is to ensure that communication between the construction team and monitors is clear, that schedules for monitoring are conveyed, and that monitoring tribes have a single point of contact, prior to the commencement of ground disturbing activities. • Protocols for discoveries during construction, consistent with modified ConnectMenlo EIR Mitigation Measure CULT-2a (see Section 3.8, Cultural Resources), including a requirement that any DPR forms required pursuant to ConnectMenlo EIR Mitigation Measure CULT-2a to be submitted to the Northwest Information Center to document a find of TCR, cultural resources, historical resources, or archaeological resources shall be completed and submitted no later than 120 days after completion of the Project. • Prehistoric era research design, including sampling level, study method documentation, and provisions, such as staffing and scheduling, for bringing the proposed research to fruition. • Detailed procedures regarding how to address significant discoveries made during construction, including a discussion of field and artifact analysis methods to be used. 				

WILLOW VILLAGE MASTER PLAN PROJECT MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
<ul style="list-style-type: none"> • Treatment of Native American human remains consistent with state law and recommendations of the NAHC-appointed Most Likely Descendant (“MLD”) and Modified ConnectMenlo EIR Mitigation Measure CULT-4. • Laboratory methods, including artifact cataloging and special analyses. • Thresholds for decision making if there is a conflict among tribal or archeological monitors regarding the identification or treatment of TCRs. Specifically, if there is a conflict between the archeological monitor and the tribal monitors, deference shall be given to the preferences of the tribal monitors, subject to applicable law in the event of the discovery of Native American human remains, provided that those preferences do not require Project redesign or result in unreasonable construction delay. If there is a conflict among the tribal monitors, the soil containing the potential TCR will be evaluated in accordance with applicable law and, if appropriate, shall be stockpiled in accordance with the soil protocol in the ATMTTP while the disagreement is being resolved. • Provisions for reporting (e.g., Tribal Monitoring Closure Report) and artifact treatment in consultation with the Consulting Tribes in the event of significant finds. • Pre-designated confidential reburial area(s) that will serve to reinter any Native American human remains encountered during construction (excluding existing, known reburial sites, which shall be preserved in place pursuant to Mitigation Measure TCR-1.1) with appropriate level of privacy for visitation by the Consulting Tribes, in an area not open to the public. • Treatment protocols that detail the appropriate procedures, methods, and reports to be completed if significant archaeological or tribal cultural materials, 				

WILLOW VILLAGE MASTER PLAN PROJECT MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
<p>including Native American burials, are encountered. The archeological significance of a resource shall not be determinative of whether the resource is a TCR, the level of impact to a TCR, or the significance of a TCR.</p> <ul style="list-style-type: none"> • Soil treatment protocols that preserve cultural soil onsite where feasible, including: <ul style="list-style-type: none"> ○ Subject to the requirements of DTSC or other agencies with jurisdiction and the reasonable preferences of the MLD in accordance with applicable law, prohibiting the removal of cultural soil from the main Project Site. The determination of which soils are cultural soils shall be made by the tribal monitors. ○ Requiring only clean, engineered fill to be used on the main Project Site. Under no circumstances should soil from another culturally significant area be used on this Project Site. ○ The tribal monitors shall have the right to request that any cultural soils excavated from native soil on the main Project Site be relocated to an area on the main Project Site located away from the construction zone, where the tribal monitors shall be given the opportunity during active construction work hours to sift the cultural soil to identify and remove any tribal cultural items and Native American human remains, which tribal cultural items and Native American human remains shall be treated in accordance with the ATMTTPP. Any tribal cultural resources obtained from sifting shall be reburied in the reburial area, subject to the reasonable preferences of the MLD in accordance with Public Resources Code Section 5097.98 and other applicable law. Any tribal monitors performing this work (1) must have the requisite training or experience to do so, including training 				

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Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
<p>or experience with regard to work in environmentally impacted soil (which shall include at a minimum HAZWOPR certification), and (2) shall be paid at the rate specified for this work in the applicable Tribal Monitoring Agreement. Following sifting and removal of TCRs, the soil can be reused at the same or a different location within the main Project Site.</p> <ul style="list-style-type: none"> • Specifications for archeological and tribal cultural resources sensitivity training for construction workers and superintendents that meet the following standards: <ul style="list-style-type: none"> ○ Occurs prior to the start of any ground-disturbing activity or site work on the Project Site or for off-site improvements. ○ Training shall be required for all construction personnel participating in ground-disturbing construction to alert them to the archaeological and tribal cultural sensitivity of the area and provide protocols to follow in the event of a discovery of archaeological materials or tribal cultural resources. Training shall be provided en masse to such personnel at the start of construction of the Project, and training shall be repeated when new personnel participating in ground-disturbing site work start work. ○ Includes, for job site posting, a document (“ALERT SHEET”) that summarizes the potential finds that could be exposed, the protocols to be followed, and the points of contact to alert in the event of a discovery that is presented as part of the training. ○ Requires the contractor to ensure that all workers requiring training are in attendance. ○ Requires training for all contractors and sub-contractors that is documented for each permit 				

WILLOW VILLAGE MASTER PLAN PROJECT MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
<p>and/or phase of a permit that requires ground-disturbing activities onsite.</p> <ul style="list-style-type: none"> ○ For work in the Core and the existing known reburial area, additional worker training shall also be required for workers who will work on the surface or who will drive directly over the Core or work in the existing known reburial area. ● Work plan for the use of ground penetrating radar (GPR) and forensic canine detection (FCD) that meets the following standards: <ul style="list-style-type: none"> ○ Upon conclusion of building demolition and the removal of surface improvements within the Perimeter, the Project Sponsor shall retain a qualified team of FCD survey providers and a GPR operator to perform a survey of the Perimeter before grading, trenching, or other earthwork commences. ○ A minimum of seven calendar days prior to the FCD or GPR survey, the Project Sponsor or their designee shall notify the Consulting Tribes of the schedule to afford sufficient time to be present during the survey. Should the Consulting Tribe(s) choose not to attend, the FCD or GPR survey may continue as scheduled. Where the FCD or GPR survey will occur within 100 feet of known burials or reburials (which know reburials shall remain in place in accordance with Mitigation Measure TCR-1.1), use of the FCD or GPR and presence of tribal monitors shall be dictated by the MLD for those prior discoveries. ○ The results of the FCD and GPR surveys shall be provided to the Consulting Tribes within fourteen calendar days after completion of the survey reports. Measures to protect TCRs identified as a result of the surveys shall be implemented in accordance with the Project mitigation measures and ATMTTPP. 				

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Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
<ul style="list-style-type: none"> ○ In the event of the discovery of Native American human remains other than known reburials, the procedures in Modified ConnectMenlo Mitigation Measure CULT-4 will apply. ● Procedures for the event of an inadvertent discovery during construction, which require the archaeological and tribal monitors to review, identify, and evaluate TCRs to determine if a discovery is a historical resource and/or unique archaeological resource, or a TCR, under CEQA. These procedures shall include, at a minimum: <ul style="list-style-type: none"> ○ Criteria for identifying cultural soils. ○ Impose a stop work radius of 100 feet around the discovery; work can continue outside of the stop-work radius while the discovery is being addressed. If the archaeological and tribal monitors agree that the find does not constitute a TCR, work can resume immediately, and no notifications are required. ○ Notify the City, Consulting Tribes, and Project Sponsor within 24 hours of the discovery. ○ Complete a discovery form to document the location, nature, and condition of the discovery. ○ Consult on the discovery to determine appropriate treatment, which may include any combination of avoidance, preservation in place, rapid recovery and reburial, and/or documentation. In no circumstance other than the express written recommendation of the MLD shall Native American human remains be removed from the Project Site. Curation and data recovery shall not be allowed, unless curation or data recovery is (i) in compliance with the recommendation of the MLD for Native American human remains in accordance with Public Resources Code Section 5097.98 and other applicable law or, (ii) agreed upon by the tribal monitors per the protocols 				

WILLOW VILLAGE MASTER PLAN PROJECT MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
in the ATMTTPP for TCRs that are not Native American human remains.				
<p><i>Project Mitigation Measure TCR-1.3: Post-Construction Preservation in Place of Tribal Cultural Resources.</i> Prior to the issuance of the first certificate of occupancy for any occupied building within the Campus District, the Project Sponsor shall record deed restrictions over the Core, confidential locations of existing known reburials, and the pre-designated reburial area (“Project Reburial Area”) to restrict development or other activities identified in the deed restrictions that would disturb TCRs or Native American human remains in the future. The area included in the deed restrictions shall be described by a licensed surveyor prior to recording. Because archaeological and tribal cultural resource site locations are restricted from public distribution, the deed restrictions shall cite an “environmentally sensitive area.” A copy of the recorded deed restrictions that include the Core and any pre-designated reburial site shall be provided to the City for retention in a confidential project file. A copy of the deed restrictions shall be provided to the Northwest Information Center of the California Historical Resources Information System.</p> <p>The restriction on the deed for the Core and Project Reburial Area shall prohibit the following activities directly on the Core or Project Reburial Area (excluding activities in cantilevered or spanned structural elements) after completion of construction of the Proposed Project, subject to applicable building code and life safety access requirements and necessary facilities maintenance, service, and repairs:</p> <ul style="list-style-type: none"> • Active recreational activities and structures, including, but not limited to, sports, field games, running, biking, and play equipment. • Domesticated animals other than security/service animals. • Vehicles. 	Post-construction preservation and recording of deed restrictions over the Core, known reburials, and Project Reburial Area.	Prior to the issuance of the first certificate of occupancy for any occupied building within the Campus District	Project Sponsor/ licensed surveyor	CDD

WILLOW VILLAGE MASTER PLAN PROJECT MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
<ul style="list-style-type: none"> • Surface penetrations below the upper geogrid. • Altering the surface or general topography of the Core or Project Reburial Area except for maintenance of the engineered soil cap, landscaping, facilities, circulation, and utilities included within the cap. • In the unlikely event that any activity needs to occur below the area of the upper geogrid in the event of an emergency, the Consulting Tribes will be immediately notified and given a reasonable opportunity (consistent with the nature of the emergency) to have a tribal monitor present. 				
<p><i>Project Mitigation Measure TCR-1.4: Project Reburial Area Access.</i> Within 30 days after the recording of the deed restrictions over the dedicated reburial area(s), the Project Proponent shall extend a written offer to the Consulting Tribes to execute a tribal access agreement to allow for permitted access to the Project Reburial Area for the purposes of tribal visitation, subject to the parameters below. The Project Proponent shall provide a copy of the offer letter and if accepted by the Consulting Tribe(s), the executed agreement(s), to the City for retention in a confidential Project file. This mitigation measures shall be considered satisfied upon delivery of the offer letter to the Consulting Tribes, even if the Consulting Tribe(s) declined to enter into the agreement. The owners' association shall manage the Project Reburial Area in accordance with the terms and conditions of the deed restrictions, access agreements, Project mitigation measures, and Project conditions of approval, subject to applicable building code and life safety access requirements and necessary facilities maintenance, service, and repairs. Access to the reburial area established for the Project will be controlled. The following conditions apply:</p> <ul style="list-style-type: none"> • Access to the Project Reburial Area will be available following completion of construction of the Proposed Project, including the Project Reburial Area, subject to 	Provide a written offer to execute a tribal access agreement for permitted access to the Project Reburial Area.	<p>Within 30 days after the recording of the deed restrictions</p> <p>Following completion of construction and ongoing during operation of the Project</p>	Project Sponsor/ owner's association /consulting tribe(s)	CDD

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Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
<p>notification and access requirements to be specified in an access agreement.</p> <ul style="list-style-type: none"> • Visitation shall comply with all rules applicable to publicly accessible open space within the Proposed Project except as otherwise specified in an access agreement. • Visitation shall not obstruct or otherwise interfere with the passage of vehicles or the operation of the facility. • Parking shall be limited to public parking spaces. • Visitation shall not include activities or uses that conflict with the deed restriction or reasonable preferences of the Most Likely Descendent; provided that the Project Proponent shall work in good faith to ensure that all Consulting Tribes are provided access to the Project Reburial Area in accordance with the terms of the access agreement. • Visitation shall not present a risk to human life or safety. • Visitation shall not include abandonment of materials or objects other than ceremonial, religious, or funerary offerings specified in an access agreement. • Visitation shall be subject to restriction as necessary to respond to any security threat, pandemic or similar health risk, or emergency condition. Visitation shall not be unreasonably restricted. 				
<p><i>IMPACT BEING ADDRESSED: Human Remains. The Proposed Project could disturb human remains, including those interred outside of dedicated cemeteries. (Impact TCR-2)</i></p>				
<p><i>Project Mitigation Measure TCR-2.1. Avoid and Preserve in Place Known Reburials.</i> The locations of known previous reburials of Native American human remains shall be restricted from future ground disturbance, as required by Mitigation Measure TCR-1.3.</p>	<p>Avoid and preserve in place known reburials.</p>	<p>See above (Mitigation Measure TCR-1.3).</p>	<p>See above (Mitigation Measure TCR-1.3).</p>	<p>See above (Mitigation Measure TCR-1.3).</p>

WILLOW VILLAGE MASTER PLAN PROJECT MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
<p><i>Mitigation Measure CULT-4: (Modified ConnectMenlo EIR). Comply with State Regulations Regarding the Discovery of Human Remains at the Project Site.</i> Procedures of conduct following the discovery of human remains citywide have been mandated by Health and Safety Code Section 7050.5, Public Resources Code Section 5097.98, and the California Code of Regulations Section 15064.5(e) (CEQA). According to the provisions in CEQA, if human remains are encountered at the site, all work in the immediate vicinity of the discovery shall cease and necessary steps to ensure the integrity of the immediate area shall be taken. The San Mateo County Coroner shall be notified immediately. The coroner shall then determine whether the remains are Native American. If the coroner determines the remains are Native American, the coroner shall notify the NAHC within 24 hours, which will, in turn, notify the person the NAHC identifies as the Most Likely Descendant (MLD) in connection with any human remains. Further actions shall be determined, in part, by the desires of the MLD. The Project Sponsor, the Project archaeologist, and the MLD shall make all reasonable efforts to develop an agreement for the treatment, with appropriate dignity, of human remains and associated or unassociated funerary objects, including those associated with known and unknown Native American burial locations (CEQA Guidelines Section 15064.5[d]). The agreement should address appropriate actions for when remains are discovered, including excavation, removal, recordation, analysis, custodianship, and final disposition of the remains and associated or unassociated funerary objects. The MLD will have 48 hours to make recommendations regarding the disposition of the remains following notification from the NAHC of the discovery. If the MLD does not make recommendations within 48 hours, or the owner does not accept the recommendation of the MLD in accordance with Public Resources Code 5097.98(e), the owner</p>	<p>Comply with state regulations regarding the discovery of human remains at the Project Site.</p>	<p>Initiated after a find is made during construction, with regularly scheduled site inspections thereafter</p>	<p>Project Sponsor/ San Mateo County Coroner</p>	<p>CDD</p>

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Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
shall, with appropriate dignity, reinter the remains in an area of the property secure from further disturbance. Alternatively, if the owner does not accept the MLD's recommendations, the owner or the descendent may request mediation by the NAHC.				

ORDINANCE NO. XXXX**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MENLO PARK FOR APPROVAL OF THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MENLO PARK AND PENINSULA INNOVATION PARTNERS, LLC FOR THE WILLOW VILLAGE PROJECT**

The City Council of the City of Menlo Park does ordain as follows:

SECTION 1.

This Ordinance is adopted under the authority of Government Code Section 65864 et seq. and pursuant to the provisions of City Resolution No. 4159, which establishes procedures and requirements for the consideration of developments within the City of Menlo Park ("City"). This Ordinance incorporates by reference that certain Development Agreement for the Willow Village Project (the "Development Agreement") by and between the City and Peninsula Innovation Partners, LLC ("Applicant") attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2.

The City, as lead agency, prepared an Environmental Impact Report ("EIR") pursuant to the California Environmental Quality Act ("CEQA") that examined the environmental impacts of the redevelopment of the approximately 59-acre industrial site (the "Main Project Site") plus three parcels (within two sites) west of Willow Road (the "Hamilton Parcels" and collectively, with the Main Project Site, the "Project Site"). On December 6, 2022, by Resolution No. 6790, the City Council certified the EIR, made certain findings, and adopted a Mitigation Monitoring and Reporting Plan, which Resolution together with the EIR are incorporated herein by reference. The City Council finds that the Development Agreement is within the scope of the EIR.

SECTION 3.

As required by Resolution No. 4159, the Planning Commission reviewed the Development Agreement at a duly and properly noticed public hearing held on October 24, 2022 and continued to November 3, 2022 and recommended that the City Council adopt this ordinance. As part of its recommendation to the City Council, the Planning Commission determined that the Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan; is compatible with the uses authorized in and the regulations prescribed for the land use district in which the Project Site is located; is in conformity with public convenience, general welfare and good land use practice; will not be detrimental to the health, safety and general welfare of the City or the region surrounding the City; and will not adversely affect the orderly development of property or the preservation of property values within the City.

SECTION 4.

The City Council held a duly and properly noticed public hearing on the Development Agreement on November 15, 2022, continued to November 30, 2022 and continued to December 6, 2022. The City Council finds that the following are the relevant facts concerning the Development Agreement:

1. The General Plan designates the Main Project Site for Office and Mixed-Use Residential land uses and Hamilton Parcels for Retail/Commercial land uses. The Main Project Site is zoned O-B-X and R-MU-B-X, and the Hamilton Parcels are zoned C-2-S.
2. The Applicant proposes a unified development on the Main Project Site consisting of approximately 59 acres.

3. The Applicant proposes to demolish the existing buildings on the Main Project Site and redevelop the Project Site with the subsequent construction of a mixed-use development consisting of up to 1.6 million square feet of office and accessory uses (a maximum of 1,250,000 square feet for offices and the balance for accessory uses), up to 1,730 multifamily dwelling units, up to 200,000 square feet of retail uses, an up to 193-room hotel, and associated open space and infrastructure (the "Project").
4. The Applicant proposes to provide numerous community amenities, some of which are on the list of community amenities adopted by the City Council and some of which have been agreed upon by City and the Applicant in the Development Agreement, as specified in further detail in the Development Agreement. The Development Agreement's requirement for the Applicant to implement community amenities allow the Applicant to develop the Main Project Site with an increased floor area ratio, density, and height in the R-MU-B-X district and increased floor area ratio and height in the O-B-X district. The Applicant submitted an application identifying the amount of bonus development sought, an appraisal of the fair market value of the gross floor area of the bonus level of development compared to the fair market value of the base level development, and the projected value of the proposed community amenities. The City's economic consultant conducted a peer review analyzing and revising the values. Based upon such City-determined values, the value of the community amenities set forth in the Development Agreement will equal or exceed half the difference between the value of the base and bonus level development scenarios.

SECTION 5.

As required by Section 302 of Resolution No. 4159 and based on an analysis of the facts set forth above, the staff report to the City Council, the presentation to the Council, supporting documents, and public testimony, the City Council hereby adopts the following as its findings:

1. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan because the Project will create a live/work/play environment that will place office, residential and commercial uses in close proximity to one another. As described in the EIR, the Project will be consistent with the land use designations and the goals and polices of the General Plan.
2. The Development Agreement is compatible with the uses authorized in and the regulations prescribed for the O-B-X, R-MU-B-X, and C-2-S districts in which the Project Site is located because the Project includes office buildings, mixed use residential and retail buildings providing high density residential housing to serve both the office buildings and existing community housing needs and neighborhood-serving retail, and open space. As described in the EIR, the Project will be consistent with the development regulations of the applicable zoning districts, including the use of bonus level development and a master-planned project to provide creative designs, orderly development, and optimal use of open space while maintaining and achieving the City General Plan vision for the Bayfront Area.
3. The Development Agreement is in conformity with public convenience, general welfare and good land use practices because the Project is consistent with the General Plan and zoning designations for the Project Site and appropriate utilities and services can be provided for the Project.
4. The Development Agreement will not be detrimental to the health, safety and general welfare of the City or the region surrounding the City.
5. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values within the City.
6. The Development Agreement will promote and encourage the development of the Project by providing a greater degree of certainty with respect thereto by establishing the regulations concerning land use development, timing and sequencing of Project development and the payment of fees.

7. The Development Agreement will result in the provision of public benefits by the Applicant, including, but not limited to, payments to the City to offset lost revenue from the hotel in the event of construction delays (i.e. gap payment); financial commitments to ongoing job training and career experience programs; and stakeholder support for Dumbarton Rail Corridor Project and Dumbarton Forward.
8. The community amenities proposed in the Development Agreement have a value of at least fifty percent (50%) of the fair market value of the additional gross floor area of the bonus level development in accordance with Menlo Park Municipal Code Sections 16.43.070 and 16.45.070, and include, but are not limited to, additional funding for affordable housing, workforce housing, grocery, pharmacy services and banking uses, dining and entertainment uses, a shuttle to transport Bayfront residents to the Project Site, funding for air quality and noise monitors in the Belle Haven neighborhood, and community use of open space within the Project, including the elevated park and town square.

SECTION 6.

Based upon the above findings of fact, the Development Agreement for the Project is hereby approved, subject to such minor, conforming and clarifying changes consistent with the terms thereof as may be approved by the City Manager in consultation with the City Attorney. The City Council hereby authorizes the Mayor to execute the Development Agreement and all documents required to implement the Development Agreement on behalf of the City.

SECTION 7.

No later than ten days after this ordinance is effective and has been executed by all parties, the City Clerk shall record with the San Mateo County Recorder a copy of the Development Agreement, as required by Government Code Section 65868.5.

SECTION 8.

If any section of this ordinance, or part hereof, is held by a court of competent jurisdiction in a final judicial action to be void, voidable or enforceable, such section, or part hereof, shall be deemed severable from the remaining sections of this ordinance and shall in no way affect the validity of the remaining sections hereof.

SECTION 9.

This ordinance shall become effective thirty (30) days after the date of its adoption. Within fifteen (15) days of its adoption, the ordinance shall be posted in three (3) public places within the City of Menlo Park, and the ordinance, or a summary of the ordinance prepared by the City Attorney, shall be published in a local newspaper used to publish official notices for the City of Menlo Park prior to the effective date.

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INTRODUCED on the sixth day of December, 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 December, 2022, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Betsy Nash, Mayor

ATTEST:

Judi A. Herren, City Clerk

Exhibits:

- A. Form of development agreement for the Willow Village project by and between the City and Peninsula Innovation Partners, LLC

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

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

Exempt from recording fee per
Govt. Code §6103 and 27383

Space Above This Line Reserved for Recorder's Use

DEVELOPMENT AGREEMENT

by and between the

CITY OF MENLO PARK,
a California municipal corporation

and

PENINSULA INNOVATION PARTNERS, LLC
a Delaware limited liability company

regarding the
Willow Village Master Plan Project

Dated: _____, 2022

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LIST OF EXHIBITS

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<u>Exhibit A-1-2</u>	Hamilton Parcels Map
<u>Exhibit A-2-1</u>	Main Project Site Legal Description
<u>Exhibit A-2-2</u>	Hamilton Parcels Legal Description
<u>Exhibit B</u>	LLBG Consent
<u>Exhibit C</u>	Impact Fees
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<u>Exhibit E-1</u>	Conceptual Site Plan
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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) dated for reference purposes as of _____, 2022, is entered into by and between PENINSULA INNOVATION PARTNERS, LLC, a Delaware limited liability company (“**Developer**”), a subsidiary of Meta Platforms, Inc., a Delaware corporation (“**Meta**”), and the CITY OF MENLO PARK, a California municipal corporation (“**City**”). Developer and City are sometimes referred to individually herein as a “**Party**” and collectively as “**Parties**.”

R E C I T A L S

The following recitals are a substantive part of this Agreement; capitalized terms used herein and not otherwise defined are defined in Section 1.1 of this Agreement.

A. In order to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic costs and risk of development, the Legislature of the State of California enacted Section 65864 *et seq.* of the Government Code (“**Development Agreement Statute**”) which authorizes a city and a developer having a legal or equitable interest in real property to enter into a binding, long-term development agreement, establishing certain development rights in the subject property.

B. As authorized by the Development Agreement Statute, the City has adopted Resolution No. 4159 adopting regulations establishing procedures and requirements for consideration of development agreements within the City of Menlo Park (“**Development Agreement Regulations**”). The provisions of the Development Agreement Statute and City’s Development Agreement Regulations are collectively referred to herein as the “**Development Agreement Law**.” This Agreement has been drafted and processed pursuant to the Development Agreement Law.

C. This Agreement concerns that certain real property measuring approximately sixty-two (62) acres located in the Bayfront Area of the City, as depicted in Exhibit A-1, and more fully described in Exhibit A-2, both attached hereto and incorporated herein by this reference (“**Property**”). The Property comprises approximately 59 acres intended as the primary development location (“**Main Project Site**”) (depicted on Exhibit A-1-1 and described in Exhibit A-2-1), of which Developer is the owner and two parcels totaling approximately 3 acres west of Willow Road to accommodate realignment of Hamilton Avenue, of which LLBG Properties LLC, a Delaware limited liability company, is the owner (“**Hamilton Parcels**”) (depicted on Exhibit A-1-2 and described in Exhibit A-2-2). Meta controls both Developer and LLBG Properties LLC, a Delaware limited liability company, and therefore Developer has an equitable interest in the Hamilton Parcels. Further, LLBG Properties LLC, a Delaware limited liability company, has consented to the terms of this Agreement as shown in Exhibit B.

D. Developer has submitted applications to the City to redevelop, or cause redevelopment of, the Property by demolishing approximately one million square feet of existing nonresidential buildings on the Main Project Site and developing a mixed-use project on the Property that at full buildout would consist of up to approximately 1.6 million square feet of

office and accessory space (of which up to 1.25 million square feet may be for office uses), 200,000 square feet of commercial/retail space, 1,730 multi-family residential units, a 193-room hotel (“**Hotel**”) and 20 acres of open space including approximately 8 acres of publicly accessible parks and pathways, constructing a new north-south street and realigning other public rights-of-way, and creating a new Residential/Shopping District, Town Square District, and Campus District, all in two Phases as described in more detail in the Willow Village CDP (collectively, the “**Project**”).

E. This Agreement between City and Developer sets forth, among other things, the applicable fees, policies and zoning requirements that apply to Developer’s development of the Project and provides Developer with a vested right to develop the Project should Developer elect to develop the Project.

F. Pursuant to the California Environmental Quality Act and its associated regulations (Public Resources Code section 21000 *et seq.* and the CEQA Guidelines at California Code of Regulations, Title 14, section 15000 *et seq.*) (together and as they may be amended, “**CEQA**”), City previously prepared the Final Program Environmental Impact Report for the ConnectMenlo General Plan and Zoning Update (State Clearinghouse No. 2015062054), certified by the City Council of City on November 29, 2016 by Resolution No. 6356 (“**ConnectMenlo EIR**”).

G. Pursuant to CEQA, City conducted environmental review of the Willow Village Master Plan Project, prepared and duly processed an Environmental Impact Report (State Clearinghouse No. 2019090428), tiering from the ConnectMenlo EIR as authorized by CEQA (“**Project EIR**”), and adopted a Mitigation Monitoring and Reporting Program for implementation of mitigation measures specified in the Project EIR and (as applicable to the Project) in the ConnectMenlo EIR as approved by the City (“**Project MMRP**”).

H. Prior to or concurrently with approval of this Agreement, City has taken the following actions in connection with development of the Project on the Property (the “**Existing Approvals**”).

1. Certification of the Project EIR as adequate under CEQA and adoption of the Project MMRP, by Resolution No. _____, adopted by the City Council on _____, 2022.

2. Approval of amendments to the Menlo Park General Plan Circulation Map to allow changes to streets and other public rights-of-way proposed for the Project, by Ordinance No. _____, adopted by the City Council on _____, 2022.

3. Approval of amendments to the Menlo Park Zoning Map by Ordinance No. _____, adopted by the City Council on _____, 2022 to:

- a. allow changes to streets proposed for the Project; and
- b. revise zoning designations for the Property to add a conditional development (“**X**”) combining district.

4. Approval of Conditional Development Permit No. _____ to authorize a master-planned project with bonus-level development and allow other aspects of the Project, by Ordinance No. _____, adopted by the City Council on _____, 2022 (“**Willow Village CDP**”).

5. Approval of Vesting Tentative Map No. ____ for the Main Project Site to merge and re-subdivide existing parcels on the Property, approve abandonment and dedication of public rights-of-way and easements, and allow filing of multiple final maps for the Project, by Resolution No. _____, adopted by the City Council on _____, 2022 (“**Main Project VTM**”), together with associated conditions of approval (“**Main VTM Conditions**”).

6. Approval of Vesting Tentative Map No. ____ for the Hamilton Parcels to merge and re-subdivide existing parcels on the Property, approve abandonment and dedication of public rights-of-way and easements, and allow filing of multiple final maps for the Project, by Resolution No. _____, adopted by the City Council on _____, 2022 (“**Hamilton VTM**”), together with associated conditions of approval (“**Hamilton VTM Conditions**”).

7. Approval of Below-Market Rate Housing Agreements specifying terms for Developer to provide onsite reduced-cost housing units, by Resolution No. _____, adopted by the City Council on _____, 2022 (collectively, the “**BMR Agreements**”).

8. Approval of tree removal permits to remove 276 heritage trees on the Property, approved by the City Arborist on June 28, 2022 (“**Tree Permits**”), and not appealed to the Environmental Quality Commission, which approvals were conditioned on Developer receiving the other Existing Approvals listed in this Recital H.

9. Approval of this Agreement by Ordinance No. _____, adopted by the City Council on _____, 2022 (“**Enacting Ordinance**”).

I. City has determined that by entering into this Agreement, City will further the purposes set forth in the Development Agreement Law and City will benefit from the increased range of housing options, employment opportunities, retail establishments, circulation improvements, and open space created by the Project for residents of City.

J. For the reasons recited herein, City and Developer have determined that the Project is a development for which this Agreement is appropriate. This Agreement will eliminate uncertainty regarding Existing Approvals and Subsequent Project Approvals, thereby encouraging planning for, investment in, and commitment to use and development of the Property. Continued use and development of the Property will in turn provide substantial employment, tax, and other public benefits to City, and will contribute to redevelopment of the Bayfront Area and provide for Menlo Park residents expanded housing opportunities affordable to varying household income levels, which is a critical City need, thereby achieving the goals and purposes for which the Development Agreement Law was enacted.

K. The terms and conditions of this Agreement have undergone review by City staff, the Planning Commission and the City Council at publicly noticed meetings and have been found to be fair, just and reasonable and in conformance with the Development Agreement Law and the

goals, policies, standards and land use designations specified in the City’s General Plan and, further, the City Council finds that the economic interests of City’s citizens and the public health, safety and welfare will be best served by entering into this Agreement.

L. On November 3, 2022, the Planning Commission, the initial hearing body for purposes of development agreement review, recommended approval of this Agreement to the City Council. Following a duly noticed public hearing, on _____, 2022, the City Council introduced the Enacting Ordinance and on _____, 2022 the City Council adopted that Enacting Ordinance.

A G R E E M E N T

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1 Definitions.

“**Administrative Amendment**” is defined in Section 8.5.

“**Affordable Housing Contribution**” is defined in Section 5.1D.

“**Agreement**” means this Agreement.

“**Agreement Date**” means the date of the second reading of the Enacting Ordinance.

“**Air Quality and Noise Monitoring Equipment**” is defined in Section 5.1E.

“**Applicable City Regulations**” means the permitted uses of the Property, the maximum density and/or total number of residential units, the intensity of use, the maximum height and size of the proposed buildings, provisions for reservation or dedication of land for public purposes, the conditions, terms, restrictions, and requirements for subsequent discretionary actions, the provisions for public improvements, and other terms and conditions of development applicable to the Property as set forth in the General Plan of the City on the Effective Date, the Existing Approvals, the Municipal Code of the City on the Effective Date, and the other ordinances, policies, rules, regulations, standards and specifications of the City in effect on the Effective Date.

“**Applicable Law**” means (a) all State and Federal laws and regulations applicable to the Property and the Project as enacted, adopted and amended from time to time and (b) the Applicable City Regulations.

“**Bank**” is defined in Section 5.1J.

“**Bayfront Shuttle**” is defined Section 5.1I.

“**BMR Agreement**” is defined in Recital H.

“**BMR Fee Holding Period**” is defined Section 5.7.

“**BMR Housing True Up Payment**” is defined Section 5.7.

“**BMR Units**” is defined Section 5.7.

“**CEQA**” is defined in Recital F.

“**CFDs**” is defined in Section ~~4.4A~~4.4.

“**CFD Bonds**” is defined in Section 4.4C.

“**CFD Facilities**” is defined in Section 4.4B.

“**Changes in the Law**” is defined in Section 3.8.

“**Chevron Parcel**” is defined in Section 8.7.

“**City**” means the City of Menlo Park, a California municipal corporation.

“**City Parties**” means City and its elected and appointed officials, officers, agents, employees, contractors and representatives.

“**City Council**” means the City Council of the City of Menlo Park.

“**Claims**” means liabilities, obligations, orders, claims, damages, fines, penalties and expenses, including reasonable attorneys’ fees and costs.

“**Commence Construction**” or “**Commencement of Construction**” means the issuance of a building permit for vertical construction (including the Elevated Park), mobilization of construction equipment and workers on-site, and the beginning of physical construction activities under such permit.

“**Community Entertainment**” is defined in Section 5.1L.

“**Complete Construction**” or “**Completion of Construction**” means the completion of a final inspection by the City of the specified portion of the specified work or Improvement.

“**Conceptual**” or “**Conceptually**” means plans intended to convey the general vision and design intent of the Willow Village CDP, while allowing flexibility in interpretation and implementation. Conceptual plans serve as guidelines for general orientation and organization of land uses and transportation and open space networks, general scale and massing of development, and overall architectural themes.

“**Connection Fees**” means those fees duly adopted in accordance with applicable law and charged by City or by a utility provider to utility users as a cost for connecting to water, sanitary sewer and other applicable utilities.

“**ConnectMenlo EIR**” is defined in Recital F.

“**CPI**” means Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor or its successors, San Francisco-Oakland-Hayward, All Items (1982-84 = 100), or any successor index thereto designated by the Bureau of Labor Statistics or its successor.

“**CPI Adjustment**” means an adjustment of each dollar amount that is subject to CPI Adjustment under this Agreement and is made by multiplying the dollar amount being adjusted by the sum of (a) one hundred percent, plus (b) the CPI Increase.

“**CPI Increase**” means the percentage increase, if any (but not decrease, if any) between the CPI for the calendar month that is three months prior to the effective date of adjustment and the CPI for the calendar month that is fifteen months prior to the effective date of adjustment.

“**Default**” is defined in Section 11.1.

“**Developer**” means Peninsula Innovation Partners, LLC, a Delaware limited liability company, and its permitted assignees and successors-in-interest under this Agreement.

“**Development Agreement Law**” is defined in Recital B.

“**Development Agreement Regulations**” is defined in Recital B.

“**Development Agreement Statute**” is defined in Recital A.

“**Dining Venues**” is defined in Section 5.1K.

“**Dumbarton Forward**” is defined in Section 5.3D.

“**Dumbarton Rail Corridor Project**” is defined in Section 5.3C.

“**Effective Date**” is defined in Section 2.1.

“**Elevated Park**” is defined in Section 5.1A.

“**Elevated Park Segment Over Willow Road**” is defined in Section 5.1A.

“**Enacting Ordinance**” is defined in Recital H.

“**Exactions**” means exactions imposed by City as a condition of developing the Project, including requirements for acquisition, dedication or reservation of land; and obligations to construct on-site or off-site public and private infrastructure improvements such as roadways, utilities or other improvements necessary to support the Project, whether such exactions

constitute subdivision improvements, mitigation measures in connection with CEQA review of the Project, or impositions made under Applicable City Regulations. For purposes of this Agreement, Exactions do not include Impact Fees.

“**Excess Publicly Accessible Open Space**” is defined in Section 5.1O.

“**Existing Approvals**” is defined in Recital H.

“**Extension**” is defined in Section 2.2A(2).

“**Extension Conditions**” is defined in Section 2.2A(4).

“**Extension Request**” is defined in Section 2.2A(4).

“**Fee Credits**” is defined in Section 4.2.

“**Fee Paid BMR Units**” is defined in Section 5.7.

“**First Phase Community Entertainment**” is defined in Section 5.1L.

“**First Phase Dining Venues**” is defined in Section 5.1K.

“**Fiscal Year**” means the period from July 1- June 30.

“**Force Majeure Delay**” is defined in Section 2.2C.

“**Gap Payment**” is defined in Section 5.3G.

“**Gap Payment Commencement Date**” is defined in Section 5.3G(1).

“**Gap Payment Period**” is defined in Section 5.3G(1).

“**Gap Payment Termination Date**” is defined in Section 5.3G(1).

“**General Plan**” means the General Plan of the City of Menlo Park in effect as of the Agreement Date, as modified by the Existing Approvals.

“**Government Offices**” is defined in Section 2.2C.

“**Grocery Store**” is defined in Section 5.1B.

“**Grocery Store Performance Standard**” is defined in Section 5.1C.

“**Grocery Store Rent Subsidy**” is defined in Section 5.1C.

“**Hamilton Lessee Approvals**” is defined in Section 5.1A.

“**Hamilton Parcels**” is defined in Recital C.

“**Hamilton ROW Parcel**” is defined in Section 8.7.

“**Hamilton VTM**” is defined in Recital H.

“**Hamilton VTM Conditions**” is defined in Recital H.

“**Home Price Index**” is defined in Section 2.2C.

“**Hotel**” is defined in Recital D.

“**Impact Fee Limitation Period**” is defined in Section 4.1A.

“**Impact Fees**” means those fees set forth in Exhibit C, all of which are monetary fees and impositions, other than taxes and assessments, charged by City in connection with a development project for the purpose of defraying all or a portion of the cost of mitigating the impacts of a development project or development of the public facilities and services related to a development project and any “fee” as that term is defined by Government Code section 66000(b). For purposes of this Agreement, a monetary fee or imposition that meets both the definition of an Impact Fee and the definition of an Exaction will be considered an Impact Fee.

“**Improvement**” means all physical improvements required or permitted to be made under the Existing Approvals or Subsequent Project Approvals.

“**Improvement Plans**” is defined in Section 3.3B.

“**Inclusionary Units**” is defined in Section 5.7.

“**Initial Deposit**” is defined in Section 9.3C(1).

“**Initial Term**” is defined in Section 2.2A(1).

“**Job Training Funding and Community Hub**” is defined in Section 5.1G.

“**Linkage Equivalent Units**” is defined in Section 5.7.

“**Litigation Challenge**” is defined in Section 9.6B.

“**Local CFD Policies**” is defined in Section 4.4A.

“**Main Project Site**” is defined in Recital C.

“**Main Project VTM**” is defined in Recital H.

“**Main VTM Conditions**” is defined in Recital H.

“**MCS**” means Meeting and Collaboration Space, which shall consist of buildings and private gardens, as well as a Meta visitor’s center and an event building south of the Elevated Park.

“**MCS Community Events**” is defined in Section 5.3I.

“**Memorandum of Extension**” is defined in Section 2.2A(6).

“**Meta**” is defined in the introductory paragraph preceding the Recitals of this Agreement.

“**Mortgage**” is defined in Section 7.1.

“**Mortgagee**” is defined in Section 7.1.

“**Municipal Code**” means the Municipal Code of the City of Menlo Park in effect as of the Agreement Date as amended by the Existing Approvals.

“**New City Laws**” means and includes any ordinances, resolutions, orders, rules, official policies, standards, specifications, guidelines or other regulations, which are promulgated or adopted by the City (including but not limited to any City agency, body, department, officer or employee) or its electorate (through the power of initiative or otherwise) after the Agreement Date.

“**Non-Intended Prevailing Wage Requirement**” is defined in Section 4.6D.

“**Notice**” is defined in Section 12.5.

“**Other Agency Fees**” is defined in Section 4.1D.

“**Other Agency Subsequent Project Approvals**” means Subsequent Project Approvals to be obtained from entities other than City.

“**Operating Memoranda**” is defined in Section 8.6.

“**Operating Memorandum**” is defined in Section 8.6.

“**Party/Parties**” is defined in the introductory paragraph preceding the Recitals of this Agreement.

“**Pause of Construction**” is defined in Section 5.7.

“**Pharmacy**” is defined in Section 5.1M.

“**PILOT Agreement**” is defined in Section 10.3.

“**Planning Commission**” means the Planning Commission of the City of Menlo Park.

“**Prevailing Wage Components**” is defined in Section 4.6A.

“**Prevailing Wage Laws**” is defined in Section 4.6A.

“Processing Fees” means all fees charged on a City-wide basis to cover the cost of City processing of development project applications, including any required supplemental or other further CEQA review, plan checking (time and materials) and inspection and monitoring for land use approvals, design review, grading and building permits, and other permits and entitlements required to implement the Project, which are in effect at the time those permits, approvals or entitlements are applied for, and which fees are intended to cover the City’s actual and reasonable costs of processing the foregoing.

“Project” is defined in Recital D.

“Project Approvals” means the Existing Approvals and, when and as approved in accordance with the terms of this Agreement, the Subsequent Project Approvals.

“Project EIR” is defined in Recital G.

“Project Manager” is defined in Section 9.3C.

“Project MMRP” is defined in Recital G.

“Property” is defined in Recital C.

“Proportionate Required BMR Units” is defined in Section 5.7.

“Publicly Accessible Open Space” is defined in Section 5.3F.

“Resumption of Construction” is defined in Section 5.7.

“Second Phase Community Entertainment” is defined in Section 5.1L.

“Second Phase Dining Venues” is defined in Section 5.1K.

“Severe Economic Recession” is defined in Section 2.2C.

“Special Tax” is defined in Section 4.4D.

“Specified Materials” is defined in Section 5.6.

“Subsequent Project Approvals” is defined in Section 9.1.

“Supplemental Gap Payment” is defined in Section 5.3G(3).

“Teacher Housing Rent Subsidies” is defined in Section 5.1H.

“Term” is defined in Section 2.2.

“Third Office COO Issuance” is defined in Section 5.3G.

“Town Square” is defined in Section 5.1N.

“**Transfer**” is defined in Section 10.1.

“**Tree Permits**” is defined in Recital H.

“**Willow Road Feasibility Study Funding**” is defined in Section 5.1F.

“**Willow Road Tunnel**” is defined in Section 5.3H.

“**Willow Village CDP**” is defined in Recital H.

“**Willow Village Open Space Rules**” is defined in Section 5.3F.

“**Willow Village Phasing Plan**” is defined in Section 3.7.

“**Willow Village Community Amenities**” is defined in Section 5.1.

ARTICLE 2 EFFECTIVE DATE AND TERM

Section 2.1 Effective Date. This Agreement shall become effective upon the date that the Enacting Ordinance becomes effective (“**Effective Date**”).

Section 2.2 Term.

A. Term of Agreement. Except as to those obligations that expressly extend beyond the stated Term of this Agreement, the “**Term**” of this Agreement shall commence as of the Effective Date and shall continue for the Initial Term as defined in subsection Section 2.2A(1) below, plus the duration of any City-approved extension as provided in subsection (1) below, or until earlier terminated by mutual consent of the Parties or as otherwise provided by this Agreement.

(1) Initial Term of Agreement. The “**Initial Term**” of this Agreement shall be ten (10) years, commencing on the Effective Date and expiring on the tenth (10th) anniversary thereof, unless this Agreement is otherwise terminated or extended in accordance with the provisions of this Agreement.

(2) 7-Year Extension. Subject to the terms and conditions in this Section 2.2, Developer shall have the right to extend the Initial Term for one additional seven (7)-year period (“**Extension**”). In order to obtain the Extension, Developer requesting the Extension must be in substantial compliance with all of its obligations set forth in this Agreement and Project Approvals with respect to the portion or portions of the Property for which Developer is seeking an Extension. If the Property is owned by more than one entity, a separate Extension may be sought for each portion of the Property that is in separate ownership; however, for the Extension to be granted, the conditions described in subsection (3) below must be satisfied.

(3) Extension Requirements. In addition to the conditions in subsection (1) above, in order to obtain the Extension, (a) certificates of occupancy must be issued for at least eight hundred and sixty-five (865) residential units, (b) the final certificate of

occupancy must be issued for the building in which the Grocery Store is located; and (c) the Grocery Store has received a final certificate of occupancy.

(4) Extension Request. If Developer desires to seek the Extension, Developer must submit a letter addressed to the City Manager requesting such Extension at least one hundred eighty (180) days prior to the date that the Initial Term otherwise would expire (the “**Extension Request**”). The Extension Request shall include documentation in a form reasonably acceptable to City demonstrating that the applicable conditions for an Extension described in subsections (1) and (3) above (“**Extension Conditions**”) have been satisfied, or will be satisfied prior to the date that the Initial Term otherwise would expire. If a letter of compliance has been issued in accordance with Section 6.1F within no more than ninety (90) days prior to the submission of Extension Request to the City and City has not issued a Notice of Default following such letter of compliance, then such letter of compliance shall be a conclusive determination that Developer is in substantial compliance with this Agreement.

(5) Extension Review. Within 45 days of receipt of an Extension Request and accompanying documentation, the City Manager shall determine whether the Extension Conditions have been satisfied, including whether Developer is in substantial compliance with this Agreement. Except as otherwise provided in this Section 2.2, the determination whether Developer is in substantial compliance with this Agreement shall be undertaken in a manner consistent with the annual review process described in Section 6.1 below. If the City Manager determines Developer is not in substantial compliance with the Agreement through such review process, Developer shall have the opportunity to cure such non-compliance prior to the last date that the Extension Request is to be decided. If City Manager concludes that the Extension Conditions have been satisfied, then he or she shall grant the Extension Request and provide a Memorandum of Extension, in a recordable form, as described in Section 2.2A(6) below, that the Agreement has been extended for the extension period, and the Initial Term shall be extended accordingly. If the City Manager determines the Extension Conditions have not been satisfied, including that Developer is not in substantial compliance with this Agreement, or if there is any dispute regarding the steps required to satisfy the Extension Conditions, then Developer shall have ten (10) business days to present to the City Manager a letter providing written notice of the Developer's appeal of the City Manager's determination to the City Council. The City Council shall hear such an appeal within 60 days of the City Manager's receipt of the letter providing written notice of the appeal, and the City Council shall decide such appeal no later than 30 days before the date upon which the Initial Term otherwise would expire. If the City Council determines Developer is in substantial compliance with this Agreement and all of the applicable Extension Conditions have been satisfied, then the City Council shall grant the Extension Request and direct the City Manager within five (5) business days to provide Developer the Memorandum of Extension and the Initial Term shall be extended accordingly. If the City Council determines Developer is not in substantial compliance with this Agreement or one or more of the other applicable Extension Conditions have not been satisfied, then the City Council shall document such findings in its action denying the Extension Request. The City Council's decision shall be final, subject to Developer's ability to pursue available remedies as provided in Section 11.3 below.

(6) Memorandum of Extension. Within ten days after the written request of either Party hereto, City and Developer agree to execute, acknowledge and record in

the Official Records of the County of San Mateo a memorandum evidencing any approved Extension of the Term pursuant to this Section 2.2 (“**Memorandum of Extension**”).

B. Effect of Termination. Upon the expiration of the Term, this Agreement shall be deemed terminated and of no further force and effect, subject, however, to the provisions set forth in Section 11.7 below

C. Enforced Delay; Extension of Times of Performance. Subject to the limitations set forth below, the Term of this Agreement and the Project Approvals and the time within which either Party shall be required to perform any act under this Agreement shall be extended by a period of time equal to the number of days during which performance of such act is delayed unavoidably and beyond the reasonable control of the Party seeking the delay by strikes, lock outs and other labor difficulties; Acts of God; unusually severe weather, but only to the extent that such weather or its effects (including, without limitation, dry out time) result in delays that cumulatively exceed twenty (20) days for any winter season occurring after commencement of construction of the Project; failure or inability to secure materials or labor by reason of priority or similar regulations or order of any governmental or regulatory body; any development moratorium or any action of other public agencies that regulate land use, development or the provision of services that prevents, prohibits or delays construction of the Project, including without limitation any extension authorized by Government Code Section 66463.5(d); acts of the public enemy; civil disturbances; wars; acts of terrorism; insurrection; riots; floods; earthquakes; fires; unavoidable casualties; epidemics; pandemics; quarantine restrictions; freight embargoes; government restrictions, or litigation; government mandated shutdowns or government closure (meaning any of the following events: (a) the governmental offices where any action required under this Agreement (collectively, “**Government Offices**”) are not open for business and any Government Offices’ systems are not operational such that such action cannot occur; (b) any other third-party is not open for business such that its services required as necessary for a Party to perform obligations under this Agreement cannot be performed; (c) overnight couriers are not operating such that any documents cannot be delivered to the extent such documents are required to be originals; or (d) financial institutions or wire transfer systems are not operating, such that consummation of financial transactions contemplated hereby cannot occur); a Severe Economic Recession, defined below; any other cause beyond the reasonable control of Developer which substantially interferes with carrying out the development of the Project; or litigation involving the Project Approvals (including this Agreement) or that enjoins construction or other work on the Project or any portion thereof or would cause a reasonably prudent developer either to forbear from commencing construction or other work on the Project or portion thereof or to suspend construction or other work (each a “**Force Majeure Delay**”). An extension of time for any such cause other than a Severe Economic Recession shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if Notice by the Party claiming such extension is sent to the other Party within sixty (60) days after the commencement of the cause. If Notice is sent after such sixty (60) day period, then the extension shall commence to run no sooner than sixty (60) days prior to the giving of such Notice. Notwithstanding the foregoing, in the case of Force Majeure Delay due to litigation, the Force Majeure Delay shall terminate three (3) months after a final settlement or non-appealable judgment is issued or affirmed. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the City Manager and Developer. Developer’s inability or failure to obtain financing shall not be deemed

to be a cause outside the reasonable control of the Developer and shall not be the basis for an excused delay. “**Severe Economic Recession**” means a significant decline in the residential real estate market, as measured by a decline of more than four percent (4%) in the Home Price Index during the preceding twelve (12) month period. Severe Economic Recession shall commence upon Developer's notification the City of the Severe Economic Recession (together with appropriate backup evidence). Severe Economic Recession shall continue prospectively on a quarterly basis and remain in effect until the Home Price Index increases for three (3) successive quarters; provided that the cumulative total Severe Economic Recession shall not exceed forty-eight (48) months. "**Home Price Index**" means the quarterly index published by the Federal Housing Finance Agency representing home price trends for the Metropolitan Statistical Area comprising San Francisco, San Mateo, Redwood City. If the Home Price Index is discontinued, Developer and the City shall approve a substitute index that tracks the residential market with as close a geography to the San Francisco, San Mateo, Redwood City Metropolitan Statistical Area as possible.

Section 2.3 City Representations and Warranties. City represents and warrants to Developer that:

- A. City is a municipal corporation and has all necessary powers under the laws of the State of California to enter into and perform the undertakings and obligations of City under this Agreement.
- B. The execution and delivery of this Agreement and the performance of the obligations of City hereunder have been duly authorized by all necessary City Council action and all necessary approvals have been obtained.
- C. This Agreement is a valid obligation of City and is enforceable in accordance with its terms.

The foregoing representations and warranties are made as of the Agreement Date. During the Term of this Agreement, City shall, upon learning of any fact or condition that would cause any of the warranties and representations in this Section 2.3 not to be true, immediately give written Notice of such fact or condition to Developer.

Section 2.4 Developer Representations and Warranties. Developer represents and warrants to City that:

- A. Developer is duly organized, validly existing and in good standing under the laws of the State of Delaware, is authorized to do business in the State of California and has all necessary powers under the laws of the State of California to own property interests and in all other respects enter into and perform the undertakings and obligations of Developer under this Agreement.
- B. The execution and delivery of this Agreement and the performance of the obligations of Developer hereunder have been duly authorized by all necessary corporate, partnership or company action and all necessary shareholder, member or partner approvals have been obtained.

C. This Agreement is a valid obligation of Developer and is enforceable in accordance with its terms.

D. Developer has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Developer's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Developer's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Developer's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

The foregoing representations and warranties are made as of the Agreement Date. During the Term of this Agreement, Developer shall, upon learning of any fact or condition that would cause any of the warranties and representations in this Section 2.4 not to be true, immediately give written Notice of such fact or condition to City.

ARTICLE 3 DEVELOPMENT OF PROPERTY

Section 3.1 Vested Rights. City hereby grants to Developer a vested right to develop and construct the Project on the Property, including all on-site and off-site improvements authorized by, and in accordance with, the Project Approvals. Except as otherwise provided in this Agreement, no New City Laws that conflict with this Agreement, the Applicable City Regulations, or the Project Approvals shall apply to the Project or the Property. For purposes of this Section 3.1 and Section 3.3 and Section 3.6, the word "conflict" means any modification that purports to: (i) limit the permitted uses of the Property, the maximum density and intensity of use (including but not limited to floor area ratios of buildings and the overall maximum size of allowed uses), or the maximum height and size of proposed buildings; (ii) impose requirements for reservation or dedication of land for public purposes or requirements for infrastructure, public improvements, or public utilities, other than as provided in the Project Approvals; (iii) impose conditions upon development of the Property other than as permitted by Applicable Law, Changes in the Law, and the Project Approvals; (iv) limit the timing, phasing, sequencing, or rate of development of the Property; (v) limit the location of building sites, grading or other improvements on the Property in a manner that is inconsistent with the Existing Approvals; (vi) limit or control the ability to obtain public utilities, services, infrastructure, or facilities (provided, however, with the exception of provisions under the Willow Village CDP relating to the implementation and timing for the installation of recycled water facilities and procedures for exceedances as provided therein, nothing herein shall be deemed to exempt the Project or the Property from any water use conservation or rationing requirements that may be imposed on a City-wide basis to all substantially similar types of development projects and project sites (i.e., to all multifamily residential projects, to all office projects, to all retail projects, to all hotel projects) from time to time in the future or be construed as a reservation of any existing sanitary sewer or potable water capacity); (vii) require the issuance of additional permits or approvals by the City other than those required by Applicable Law and the Existing Approvals; (viii) increase the permitted Impact Fees or add new Impact Fees, except as permitted by Section 4.1 of this Agreement; (ix) establish, enact, increase, or impose against the Project or the Property any special taxes or assessments other than those specifically permitted by this Agreement, including Section 4.7, (x) apply to the Project any New City Laws that are not uniformly applied on a City-

wide basis to all substantially similar types of development projects and project sites (i.e., to all multifamily residential projects, to all office projects, to all retail projects, to all hotel projects); (xi) impose against the Project any condition, dedication or other Exaction not specifically authorized by Applicable Law or the Existing Approvals; or (xii) impose against the Project any obligations regarding the construction of or provision of below market rate units not specifically required by the Existing Approvals. To the extent that New City Laws conflict with the vested rights granted pursuant to this Agreement, they shall not apply to the Property or the Project, except as provided in Section 3.3, below. Nothing in this Agreement is intended to supersede or limit vested rights provided through any vesting subdivision map or otherwise applicable state law, except for the payment of fees, which shall be governed by Section 4.1 of this Agreement notwithstanding any vesting of fees otherwise provided by any vesting subdivision map pursuant to the provisions of the Subdivision Map Act.

Section 3.2 Development and Design Standards. The Project shall be developed in conformance with the Existing Approvals and Applicable City Regulations and the Subsequent Project Approvals. The permitted uses, density and intensity of development, maximum height and size of proposed buildings and development standards shall all be in accordance with the Existing Approvals and Applicable City Regulations. Project design and materials will need to the urban design standards outlined in the Willow Village CDP. City’s review of applications for Subsequent Project Approvals shall be in accordance with the Existing Approvals and the Applicable City Regulations.

Section 3.3 Reservations of Authority. Notwithstanding any other provision of this Agreement to the contrary, the following regulations and provisions shall apply to the development of the Project:

A. Regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure then applicable in City at the time of permit application.

B. Regulations governing construction standards and specifications, including City’s building code, plumbing code, mechanical code, electrical code, fire code and grading code, and all other uniform construction codes then applicable in City at the time of building permit application. Local modifications to the Building Code that take effect after the submission for approval of plans, specifications and estimates for Project-serving improvements (both on- and off-site) for the Project (“**Improvement Plans**”) to the City shall not apply to such Improvement Plans unless required (i) by the then-current version of the California Building Code, (ii) to comply with State or Federal Law, or (iii) to avoid a specific, adverse impact upon the public health or safety. As used in this paragraph, a “specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the Improvement Plans were submitted to the City for approval.

C. New City Laws applicable to the Property or Project that do not conflict with this Agreement, including Developer’s vested rights under Section 3.1 above.

D. New City Laws that may be in conflict with this Agreement but that are necessary to protect persons or property from dangerous or hazardous conditions that create a specific, adverse impact upon public health or safety or create a physical risk to persons or property, based on findings by the City Council identifying the dangerous or hazardous conditions requiring such changes in the law, where there are no feasible alternatives to the imposition of such changes, and how such changes would alleviate the dangerous or hazardous condition. As used in this paragraph, a “specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the Improvement Plans were submitted to the City for approval.

E. Exactions permitted by Section 9.2 of this Agreement.

Section 3.4 Regulation by Other Public Agencies. Developer acknowledges and agrees that the State of California Department of Transportation, SamTrans, the California Public Utilities Commission, the San Francisco Public Utilities Commission, West Bay Sanitary District, and other public agencies not within the control of City possess authority to regulate aspects of the development of the Project separately from or jointly with City, and this Agreement does not limit the authority of such other public agencies. Developer shall use reasonable diligence in applying for all such other permits and approvals as may be required by other governmental or quasi-governmental entities in connection with the development of, or the provision of services to, the Project. Developer shall also pay all required fees when due to such public agencies. Developer acknowledges that City does not control the amount of any such fees. City shall reasonably cooperate with Developer in Developer’s effort to obtain such permits and approvals; provided, however, City shall have no obligation to incur any costs, without compensation or reimbursement by Developer, or to amend any policy, regulation or ordinance of City in connection therewith.

Section 3.5 Life of Project Approvals. The term of any and all Project Approvals shall automatically be extended for the longer of the Term of this Agreement or the term otherwise applicable to such Project Approvals. In the event that this Agreement is terminated prior to the expiration of the Term of the Agreement, the term of any subdivision or parcel map or any other Project Approval and the vesting period for any final subdivision map approved as a Project Approval shall be the term otherwise applicable to the approval, which shall commence to run on the date that the termination of this Agreement takes effect (including any extensions); provided, however, that the statutory vesting period for fees shall be calculated based upon the original date of approval of any Vesting Subdivision Map.

Section 3.6 Initiatives. Except as to those New City Laws described in Section 3.3D (which may be enacted or imposed by initiative or referendum), if any New City Law is enacted or imposed by an initiative or referendum, which New City Law would conflict with the Project Approvals or reduce the development rights or assurances provided by this Agreement, such New City Law shall not apply to the Property or Project; provided, however, the Parties acknowledge that City’s approval of this Agreement is a legislative action subject to referendum. Without limiting the generality of the foregoing, no moratorium or other limitation (whether relating to the rate, timing, phasing or sequencing of development, whether imposed by ordinance, initiative, resolution, policy, order or otherwise, and whether enacted by the City

Council, an agency of City, the electorate, or otherwise) affecting subdivision maps, use permits, building permits, occupancy permits, or other entitlements to use that are approved or to be approved, issued or granted by City shall apply to the Property or Project. Developer agrees and understands that City does not have authority or jurisdiction over any other public agency's ability to grant governmental approvals or permits or to impose a moratorium or other limitations that may affect the Project. City shall reasonably cooperate with Developer and, at Developer's expense, shall undertake such actions as may be necessary to ensure this Agreement remains in full force and effect. City, except to submit to vote of the electorate initiatives and referendums required by law to be placed on a ballot and fulfill any legal responsibility to defend a ballot measure passed by its voters, shall not support, adopt or enact any New City Law, or take any other action which would violate the express provisions or spirit and intent of this Agreement.

Section 3.7 Timing of Development. Nothing in this Agreement obligates Developer to undertake the Project. The timing of development of the Project Improvements shall be undertaken, if undertaken by Developer, in accordance with the Willow Village Phasing Plan, attached hereto as Exhibit D ("**Willow Village Phasing Plan**") and in accordance with Section 5.1 and the Willow Village Community Amenities Provisions, attached hereto as Exhibit F. The Willow Village Phasing Plan sets forth the order and timing of when certain Improvements will be constructed and/or occupied within the Project. Each Improvement identified in the Willow Village Phasing Plan shall be defined with reference to the Improvement with the same name as shown on the Site Plan attached as Exhibit E to this Agreement, in locations substantially consistent with the Site Plan. Modifications may be made to the timing set forth in the Willow Village Phasing Plan through an Operating Memorandum approved pursuant to Section 8.6 to this Agreement.

However, and not in limitation of any of the foregoing, since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984) that the failure of the parties therein to consider, and expressly provide for, the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the desire of the Parties hereto to avoid that result. Therefore, notwithstanding the adoption of an initiative after the Effective Date by City's electorate to the contrary, the Parties acknowledge that, except as otherwise provided for in the Existing Approvals and in this Agreement, Developer shall have the vested right (but not the obligation) to develop the Project in such order and at such rate and at such times as Developer deems appropriate in the exercise of its sole discretion and consistent with the terms of this Agreement.

Section 3.8 Changes in the Law. As provided in Section 65869.5 of the Development Agreement Law, this Agreement shall not preclude the applicability to the Project of changes in laws or regulations, to the extent that such changes are specifically mandated and required by changes in State or Federal laws ("**Changes in the Law**"). In the event Changes in the Law prevent or preclude compliance with one or more provisions of this Agreement, the Parties shall meet and confer in good faith in order to determine whether such provisions of this Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary to comply with Changes in the Law. Following the meeting between the Parties, the provisions of this Agreement may, to the extent feasible, and upon mutual agreement of the Parties, be modified or suspended, but only to the minimum extent necessary to comply with such Changes in the Law. In such event, this Agreement together with any required modifications shall continue in full

force and effect. In the event that the Changes in the Law operate to frustrate irremediably and materially the vesting of development rights to the Project as set forth in this Agreement, Developer may terminate this Agreement by Notice to City. Nothing in this Agreement shall preclude Developer from contesting by any available means (including administrative or judicial proceedings) such Changes in the Law or their applicability to the Project and, in the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect and times of performance extended in accordance with Section 2.2C, unless the Parties mutually agree otherwise.

Section 3.9 Expansion of Development Rights. If any New City Laws or Changes in Law expand, extend, enlarge or broaden Developer's rights to develop the Project, then, (a) if such law is mandatory, the provisions of this Agreement shall be modified as may be necessary to comply or conform with such new law, and (b) if such law is permissive, the provisions of this Agreement may be modified, upon the mutual agreement of Developer and City. Immediately after enactment of any such new law, upon Developer's request, the Parties shall meet and confer in good faith for a period not exceeding sixty (60) days (unless such period is extended by mutual written consent of the Parties) to prepare such modification in the case of a mandatory law or to discuss whether to prepare a proposed modification in the case of a permissive law. Developer shall have the right to challenge City's refusal to apply any new law mandating expansion of Developer's rights under this Agreement, and in the event such challenge is successful, this Agreement shall be modified to comply with, or conform to, the new law.

Section 3.10 No Reservation of Sanitary Sewer or Potable Water Capacity. City has found that there will be sufficient potable water and sanitary sewer capacity to serve future development contemplated by the General Plan, including the Project. However, as noted in Section 3.1 above, with the exception of provisions under the Willow Village CDP relating to the implementation and timing for the installation of recycled water facilities and procedures for exceedances as provided therein, nothing in this Agreement is intended to exempt the Project or the Property from any water use conservation or rationing requirements that may be imposed on a City-wide basis to all substantially similar types of development projects and project sites (i.e., to all multifamily residential projects, to all office projects, to all retail projects, to all hotel projects) from time to time in the future or be construed as a reservation of any existing sanitary sewer or potable water capacity. In the event Developer's lenders or financing partners request issuance of water and/or sanitary sewer "will serve" letters as a condition of providing debt or equity financing for the Project, City agrees to consider in good faith issuing such letters on terms reasonably acceptable to City.

Section 3.11 Project Approvals and Applicable City Regulations. Prior to the Effective Date, the Parties shall have prepared two (2) sets of the Existing Approvals and Applicable City Regulations, one (1) set for City and one (1) set for Developer, to which shall be added from time to time, Subsequent Project Approvals, so that if it becomes necessary in the future to refer to any of the Project Approvals or Applicable City Regulations, there will be a common set available to the Parties. Failure to include in the sets of Project Approvals and Applicable City Regulations any rule, regulation, policy, standard or specification that is within the Applicable City Regulations and Project Approvals as described in this Agreement shall not affect the applicability of such rule, regulation, policy, standard or specification.

Section 3.12 Written Verification of Sufficient Water Supply. Any and all tentative subdivision maps approved for the Project shall comply with Government Code Section 66473.7, if, and to the extent, required by Government Code Section 65867.5(c).

ARTICLE 4 OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

Section 4.1 Developer Fees.

A. Impact Fees. City understands that the limited assurances by City concerning Impact Fees set forth below were a material consideration for Developer agreeing to enter into this Agreement, to pay the Impact Fees set forth in this Agreement and the Existing Approvals, and to provide the public benefits as described in this Agreement. For the period commencing on the Effective Date and continuing until expiration of the Impact Fee Limitation Period (defined below), Developer shall pay when due all existing Impact Fees applicable to the Project in accordance with this Agreement in effect as of the Agreement Date at the lower of (i) the rates in effect as of the Agreement Date, including all existing fee escalation provisions in effect as of the Agreement Date, or (ii) the rates in effect when such existing Impact Fees are due and payable, and shall not be required to pay any escalations in such Impact Fees in excess of the fee escalation provisions in any Impact Fee in effect as of the Agreement Date or new Impact Fees enacted or established after the Agreement Date. As used herein, the term “**Impact Fee Limitation Period**” means the period commencing on the Effective Date and expiring on expiration of the Initial Term; provided, however, the Impact Fee Limitation Period will be automatically extended for the first three (3) years of any Extension Term Developer obtains pursuant to Section 2.2A. Following expiration of the Impact Fee Limitation Period, individual components and phases of the Project not yet undertaken, with no retroactive application to portions of the Project that have been completed or are then under construction, shall be subject to all Impact Fees in effect at the time such fees are due and payable. Except as otherwise provided in this Section 4.1A above, Developer agrees to pay, as and when due, any and all existing, new, increased or modified Impact Fees, at the rates then in effect at the time building permits are issued on any or all portions of the Project so long as any new fees or increases in existing fees from the amount existing as of the Agreement Date are uniformly applied by City to all substantially similar types of development projects and properties (i.e., all office projects, all multifamily residential projects, all retail projects, or all hotel projects) and are consistent with the provisions of applicable California law, including the provisions of Government Code Section 66000 *et seq.*, and all applicable nexus and rough proportionality tests and other legal requirements. Developer retains all rights to protest an imposition, fee, dedication, reservation, or other exaction, as set forth in California Government Code Section 66020.

B. Processing Fees. City may charge and Developer agrees to pay all Processing Fees that are in effect on a City-wide basis at the time applications are submitted for permits, approvals or entitlements for the Project.

C. Connection Fees. Developer shall pay connection fees assessed by utility providers and other agencies assessing such fees at the rates in effect from time to time.

D. Other Agency Fees. Nothing in this Agreement shall preclude City from collecting fees from Developer that are lawfully imposed on the Project by another agency

having jurisdiction over the Project, which the City is required to collect pursuant to Applicable Law (“**Other Agency Fees**”).

Section 4.2 Fee Credits. Developer shall receive credit for the payment of transportation Impact Fees in accordance with the provisions of Municipal Code Section 13.26.080 and this Section 4.2. “**Fee Credits**” shall be as set forth in the Willow Village CDP. In addition, in the event that the amount of transportation impact fee credits for eligible transportation improvements to be constructed by Developer pursuant to the Willow Village CDP exceeds the amount of the transportation Impact Fees due for the Project, then City shall reimburse Developer from transportation Impact Fee funds collected by the City from other sources subject to the transportation Impact Fee.

Section 4.3 Reimbursements from Other Developers. To the extent that Developer constructs public infrastructure that is not eligible for Fee Credits or reimbursement by the City, as provided above, in excess of Developer’s “fair share” cost of such public infrastructure improvements, then the City shall use its best efforts to condition projects to be constructed by other parties benefiting from such infrastructure to enter into infrastructure-item-specific reimbursement agreements for the portion of the cost of any dedications, public facilities and/or infrastructure the City may require the Developer to construct as conditions of the Project Approvals to the extent that they exceed the Project’s “fair share.” Where projects to be constructed by other parties have been conditioned to construct a portion of or pay a fair share fee for public improvements being constructed by Developer, then City shall use its best efforts to cause such third-party developers to reimburse Developer for the applicable third-party developer’s fair share of the improvement costs incurred by Developer, in an amount consistent with such third-party developer’s prior approvals.

Section 4.4 CFDs.

A. Local CFD Policies and CFD Formation. City agrees to consider adopting a local policy pursuant to Government Code Section 53312.7 (“**Local CFD Policies**”) to authorize the formation of Community Facilities Districts pursuant to the Mello-Roos Act (Government Code Section 53311 *et seq.*) (“**CFDs**”) to serve residential and mixed-use projects and the issuance of bonds to finance eligible public facilities and/or provide financing for eligible services. If Local CFD Policies are adopted and Developer files a petition requesting that City form a CFD to serve the Project, the Parties shall cooperate in good faith to establish a CFD to serve the Project. The boundaries of the CFD shall be coextensive with those of the Main Project Site, unless the Parties otherwise agree. Upon the filing of a petition by Developer pursuant to Government Code Section 53318(c), the City Council shall consider adoption of a resolution of intention to establish the CFD and, following adoption, City shall use good faith, diligent efforts, in compliance with Government Code Sections 53318 *et seq.*, to establish and implement the CFD pursuant to the terms of this Agreement, including scheduling of necessary public hearings and adoption of a resolution of formation. Developer shall cooperate with City in the formation of any CFD requested by Developer, including the timely submission of all petitions, waivers and consents. Developer shall prepare, and submit to the City no later than the date Developer files a petition for a CFD, a financial plan specifying the proposed total amount of debt or other financing for the CFD Facilities, including the projected costs of the CFD Facilities that support the proposed total amount of financing, to be financed by CFD Bonds, the

Special Tax, or a combination of CFD Bonds and Special Tax, which financial plan shall be subject to the approval of the City, which approval will not be unreasonably withheld, delayed, or conditioned.

B. CFD Facilities and Services. Subject to caps on the total amount of net CFD Bond proceeds and the total tax and assessment rate set forth in subsection D below, the CFD shall finance the design and acquisition or construction of those facilities necessary for development of the Project (“**CFD Facilities**”) and services that may lawfully be financed or paid for under the Mello-Roos Act and other applicable law. Financing of the CFD Facilities, or portion thereof, with CFD Bonds shall be subject to approval of City.

C. Issuance of CFD Bonds. Upon successful formation of the CFD and approval of the Special Tax (as defined in subsection D below), and subject to the restrictions in subsection C below, bonds shall be issued (“**CFD Bonds**”), the proceeds of which shall be used to finance the CFD Facilities, to the extent the CFD Facilities, or portion thereof, legally and feasibly may be financed utilizing this method of financing. The amounts, timing and terms of the issuance and sale of the CFD Bonds shall be determined by City, in consultation with Developer and City’s bond counsel, financial advisors and/or underwriters.

D. Special Tax. The CFD shall be authorized to levy, and Developer shall approve (by affirmative vote or other legally acceptable method), a tax (“**Special Tax**”) in accordance with the rate and method of apportionment of such Special Tax approved in the completed proceedings for the CFD. The Special Tax so set shall be in an amount such that, at the time the rate and method of apportionment of the Special Tax is approved, the estimated maximum special tax within the CFD district shall not exceed \$750 per each dwelling (in 2022 dollars) for residential property and \$0.75 per square foot for non-residential property (in 2022 dollars).

E. City's Reservation of Discretion. It is expressly acknowledged, understood and agreed by the Parties that notwithstanding any of the foregoing obligations set forth in this section, (i) City reserves full and complete discretion in accordance with applicable law with respect to any adoption of Local CFD Policies and all legally required findings that must be made in connection with formation of a CFD, (ii) nothing in this Agreement is intended to or shall limit City's discretion in accordance with applicable law to adopt or refuse to adopt the Local CFD Policies or adopt legally required findings with respect to formation of the CFD, and (iii) nothing in this Agreement is intended to or shall prejudice or commit to City regarding the findings and determinations to be made with respect thereto.

F. Costs If No CFD Formed. In the event that City does not adopt the Local CFD Policies or is unable to make the legally required findings in connection with the formation of the CFD and the issuance of CFD Bonds for any reason, City shall not be liable for any resulting costs to Developer and Developer shall nonetheless be responsible for constructing all of the CFD Facilities and providing any services for which a CFD was sought at Developer’s expense.

G. Developer’s Consent. Subject to City adopting Local CFD Policies, and subject to and Developer requesting and City adopting a CFD for the Project and in accordance

with the caps on the total amount of net CFD Bond proceeds and the total tax and assessment rate set forth in subsection D above and Developer's approval of the rate and method of apportionment of the Special Tax, which approval shall not be unreasonably withheld, delayed or conditioned, Developer irrevocably consents to the formation of the CFD, the issuance of the CFD Bonds, the imposition of the Special Tax against the Property at rates and pursuant to a method of apportionment appropriate to fund the debt service on the CFD Bonds sold to finance the CFD Facilities, and agrees not to protest or object to formation of the CFD or levy of an appropriate Special Tax consistent herewith. Developer acknowledges and agrees that CFD Bonds shall not be issued to fund any on-site public improvements or any other infrastructure or fees other than the CFD Facilities, or portion thereof, which may lawfully be financed under the Mello-Roos Act and other applicable law.

H. Limited Liability of City. Notwithstanding any other provision of this Agreement, City shall not be liable for or obligated to pay any costs or expenses in connection with the CFD or the CFD Facilities except to the extent monies are available (from Advanced Costs, proceeds of CFD Bonds, or Special Taxes) and specifically authorized by law for payment of such costs or expenses.

Section 4.5 Public Infrastructure. City shall use good faith, diligent efforts to work with Developer to ensure that all public infrastructure required in connection with the Project is expeditiously reviewed and considered for acceptance by City on a phased basis as discrete components of the public infrastructure is completed. Developer may offer dedication of public infrastructure in phases and City shall not unreasonably withhold, condition or delay acceptance of such phased dedications or refuse phased releases of bonds or other security so long as all other conditions for acceptance have been satisfied. Developer's obligation to construct the public improvements shall be set forth in one or more public improvement agreements to be entered into by the Parties on or before approval of final subdivision maps for the Project. Upon acceptance of the public improvements, or components thereof, City shall release to Developer any bonds or other security posted in connection with performance thereof, other than warranty period security, as more fully provided in the applicable improvement agreements between City and Developer in accordance with the Subdivision Map Act. Except as to the Willow Road Tunnel and the Elevated Park Segment Over Willow Road as provided in Section 5.4 below, and in such improvement agreements with respect to Developer's warranty period obligations, Developer shall have no obligation to maintain any public infrastructure following City's acceptance thereof.

Section 4.6 Prevailing Wage Requirements.

A. To the extent applicable, Developer shall comply with, and require its contractors and subcontractors to comply with, all State Labor Code requirements and implementing regulations of the Department of Industrial Relations pertaining to "public works," including the payment of prevailing wages (collectively, "**Prevailing Wage Laws**"). Developer shall require the contractor(s) for all work that is subject to Prevailing Wage Laws ("**Prevailing Wage Components**") to submit, upon request by City, certified copies of payroll records to City at the Property or at another location within City, and to maintain and make records available to City and its designees for inspection and copying to ensure compliance with Prevailing Wage Laws. Developer shall also include in each of its contractor agreements, a provision in form

reasonably acceptable to City, obligating the contractor to require its contractors and/or subcontractors to comply with Prevailing Wage Laws in connection with the Prevailing Wage Components, and to submit, upon request by City, certified copies of payroll records to City and to maintain and make such payroll records available to City and its designees for inspection and copying during regular business hours at the contractor's or subcontractor's regular place of business. City and Developer each acknowledge and agree that it is a condition of approval of the Project that Developer construct public improvements to be dedicated to the City as part of the Project.

B. Developer shall defend (with counsel reasonably acceptable to the City), indemnify, assume all responsibility for, and hold harmless City Parties from and against any and all present and future Claims arising out of or in any way connected with Developer's or its contractors' or subcontractors' obligations to comply with all Prevailing Wage Laws, including all Claims that may be made by contractors, subcontractors or other third-party claimants pursuant to Labor Code sections 1726 and 1781.

C. Developer hereby waives and releases City Parties from any and all manner of Claims or other compensation whatsoever, in law or equity, of whatever kind or nature, whether known or unknown, direct or indirect, foreseeable or unforeseeable, absolute or contingent, now existing or which may in the future arise, including lost business opportunities or economic advantage, and special and consequential damages, arising out of, directly or indirectly, or in any way connected with Developer's obligation to comply with all Prevailing Wage Laws in conjunction with the Prevailing Wage Components. Developer is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

INITIALS: DEVELOPER _____

As such relates to this Section 4.6, Developer hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

D. Non-Intended Prevailing Wage Requirements. Nothing in this Agreement shall in any way require, or be construed to require, Developer to pay prevailing wages with respect to any work of construction or improvement within the Project (a “**Non-Intended Prevailing Wage Requirement**”). But for the understanding of the Parties as reflected in the immediately preceding sentence, the Parties would not have entered into this Agreement based upon the terms and conditions set forth herein. Developer and City have made every effort in reaching this Development Agreement to ensure that its terms and conditions will not result in a Non-Intended Prevailing Wage Requirement. These efforts have been conducted in the absence of any applicable existing judicial interpretation of the recent amendments to the California

prevailing wage law. If, despite such efforts, any provision of this Agreement shall be determined by any court of competent jurisdiction to result in a Non-Intended Prevailing Wage Requirement, such determination shall not invalidate or render unenforceable any provision hereof; provided, however, that the Parties hereby agree that, in such event, this Agreement shall be reformed such that each provision of this Agreement that results in the Non-Intended Prevailing Wage Requirement will be removed from this Agreement as though such provisions were never a part of the Agreement, and, in lieu of such provision(s), replacement provisions shall be added as a part of this Agreement as similar in terms to such removed provision(s) as may be possible and legal, valid and enforceable but without resulting in the Non-Intended Prevailing Wage Requirement.

Section 4.7 Taxes and Assessments. As of the Agreement Date, City is unaware of any pending efforts to initiate, or consider applications for new or increased special taxes or assessments covering the Property, or any portion thereof. City shall retain the ability to initiate or process applications for the formation of new assessment districts or imposition of new taxes covering all or any portion of the Property. City may impose new taxes and assessments, other than Impact Fees, on the Property in accordance with the then applicable laws and this Agreement, but only if such taxes or assessments are adopted by or after Citywide voter approval or approval by landowners subject to such taxes or assessments and are imposed on other land and projects of the same category (i.e., office, multifamily residential, retail, or hotel, as applicable) within the jurisdiction of City and, as to assessments, only if the impact thereof does not fall disproportionately on the Property as compared to the benefits accruing to the Property as indicated in the engineers report for such assessment district. Nothing herein shall be construed so as to limit Developer from exercising whatever rights it may otherwise have in connection with protesting or otherwise objecting to the imposition of taxes or assessments on the Property. In the event an assessment district is lawfully formed to provide funding for services, improvements, maintenance or facilities that are substantially the same as or duplicative of those services, improvements, maintenance or facilities being funded by the Impact Fees to be paid by Developer under the Project Approvals, such Impact Fees paid or to be paid by Developer shall be subject to reduction/credit in an amount equal to developer's new or increased assessment under the assessment district. Alternatively, the new assessment district shall reduce/credit Developer's new assessment in an amount equal to such Impact Fees paid or to be paid by Developer under the Project Approvals.

ARTICLE 5 COMMUNITY AMENITIES; PUBLIC BENEFITS; TERMS REGARDING MAINTENANCE AND COMPLETION OF PROJECT IMPROVEMENTS

In consideration of the rights and benefits conferred by City to Developer under this Agreement, if and to the extent that Developer commences construction of the Project, Developer shall perform and provide the obligations described in this ARTICLE 5 at the times and on the conditions specified herein and in Exhibit F. The Parties acknowledge and agree that some of the obligations described in this ARTICLE 5 exceed those dedications, conditions, and exactions that may be imposed under Applicable Law and would not otherwise be achievable without the express agreement of Developer. Notwithstanding anything to the contrary contained herein, Developer has no obligation to perform the obligations under this ARTICLE 5 unless and until Developer commences construction of the portion of the Project that requires such performance.

Section 5.1 Bonus Development Community Amenities. In order to obtain the right to bonus level development within the Residential Mixed Use District and the Office District, as defined in the Municipal Code, the Municipal Code requires that Developer implement community amenities with a valuation of fifty percent (50%) of the fair market value of the additional gross floor area of the bonus level development. The Municipal Code requires each community amenity to be either selected from a list of community amenities set forth in Resolution No. 6360 or agreed upon by Developer and City pursuant to a development agreement. This Agreement documents the requirements for and governs the delivery of all community amenities for the Project. If and to the extent that Developer commences construction of the Project, Developer shall implement the community amenities set forth in this Section 5.1 at the times and on the conditions specified herein and in Exhibit F, some of which are on the list of community amenities set forth in Resolution No. 6360 and some of which are additional and have been agreed upon by the Parties pursuant to this Agreement (collectively, “**Willow Village Community Amenities**”). The Willow Village Community Amenities shall be implemented at the times set forth in the Willow Village Community Amenities Timing Provisions attached hereto as Exhibit F, except to the extent that the obligations set forth in Exhibit F are modified in accordance with this Agreement. Undefined, capitalized terms in Exhibit F shall have the meanings ascribed to them in this Agreement. If and to the extent that Developer commences construction of the Project, Developer’s failure to provide any of the Willow Village Community Amenities as set forth in this Section 5.1 by the times set forth in Exhibit F shall be a Default.

A. Elevated Park. Developer shall construct an elevated park to provide direct and convenient access from Belle Haven to the Main Project Site, which will include bike and pedestrian paths, gathering spaces, plazas, and landscaped areas as depicted Conceptually on Exhibit E-1 and Exhibit E-2 (“**Elevated Park**”). If Developer obtains all necessary Other Agency Approvals and the consent of the commercial lessees in the shopping center located on one of the Hamilton Parcels (“**Hamilton Lessee Approvals**”), a portion of the Elevated Park shall include a bike and pedestrian overcrossing over Willow Road. This portion of the Elevated Park is within State of California Department of Transportation right of way and shall be referred to as the “**Elevated Park Segment Over Willow Road**.” Developer’s inability to secure such Other Agency Approvals and Hamilton Lessee Approvals for the Elevated Park Segment Over Willow Road shall not be a Force Majeure Delay. Developer shall make good faith efforts to obtain such Other Agency Approvals and Hamilton Lessee Approvals, but if Developer fails to secure such Other Agency Approvals and Hamilton Lessee Approvals prior to the development of Phase 2, as defined in the Willow Village CDP, Developer shall have no further obligation to construct the Elevated Park Segment Over Willow Road or the portion of the Elevated Park on the Hamilton Parcels and shall instead (1) pay a community amenity fee in the amount of Twenty Million Seven Hundred Thirty Eight Thousand Sixty-Two Dollars (\$20,738,062), which represents one hundred and twenty percent (120%) of one hundred percent (100%) of the cost to construct the Elevated Park Segment Over Willow Road and the portion of the Elevated Park on the Hamilton Parcels based on the square footage of such portions relative to the whole of the Elevated Park and (2) ensure that the vertical transportation system (i.e, elevators, stairs, etc.) at the westerly side of the Elevated Park is located reasonably proximate to the eastern side of Willow Road, taking into account Project design and utility considerations, as depicted Conceptually in Exhibit E-4, attached hereto.

B. Grocery Store. Developer shall construct a grocery store, which will be located on Parcel 2, which store shall be a full-service store providing a range of goods, including: fresh fruits, vegetables, meat and fish; dairy products; beer and wine; fresh baked goods; and a delicatessen or prepared foods (“**Grocery Store**”). The Grocery Store shall be leased to an operator or affiliate of an operator with at least five (5) years of experience or five (5) stores unless an operator with less experience or fewer stores is approved in writing by City’s Community Development Director.

C. Grocery Store Rent Subsidy. Developer shall provide a subsidy for two (2) years of rent in the amount of One Million Nine Hundred Seventy-Two Thousand Six Hundred and Thirty Dollars (\$1,972,630) to the Grocery Store tenant (“**Grocery Store Rent Subsidy**”). In addition, to assist the Grocery Store to remain in operation in the event that the Grocery Store tenant is not achieving sales of at least Fourteen Dollars (\$14) per square foot, excluding prescription drug sales, in weekly average sales on an annual look back (the “**Grocery Store Performance Standard**”) during the third (3rd) through fifth (5th) years of operation, with the first annual lookback occurring on the third (3rd) anniversary of the Grocery Store opening, Developer shall offer the Grocery Store tenant an additional rent subsidy in the amount of the delta between the Grocery Store tenant’s sales and the Grocery Store Performance Standard, not to exceed a total of One Million Dollars (\$1,000,000) over such three (3) year period. If Developer does not offer the maximum subsidy after the first annual look back, Developer shall conduct a second annual look back on the fourth (4th) anniversary of the Grocery Store opening. Developer shall also conduct a third annual look back on the fifth (5th) anniversary of the Grocery Store opening if One Million Dollars in total has not yet been provided. Developer shall report as part of the annual review pursuant to Section 6.1 whether any additional rent subsidy has been provided under this Section ~~5.1.C~~ 5.1C after each annual look back. Developer shall state whether the full amount of the subsidy was provided after each annual look back, but shall not otherwise be required to disclose the specific subsidy amounts paid after each annual look back. Nothing under this Section ~~5.1.C~~ 5.1C shall require Developer or the Grocery Store tenant to disclose any Grocery Stores sales information to the City.

D. Affordable Housing Contribution. Developer shall provide Six Million Dollars (\$6,000,000) in funding for affordable housing in the City, with priority for Belle Haven residents to the extent permitted by applicable law (the “**Affordable Housing Contribution**”).

E. Air Quality and Noise Monitoring Equipment Funding. Developer shall provide one time funding in the amount of Two Hundred Thousand Dollars (\$200,000) to the City for the City to procure and install at locations determined by the City in the Belle Haven neighborhood one (1) new high-quality air monitoring system that shall meet Bay Area Air Quality Management District sensor requirements and one (1) new high-quality noise monitoring system that is capable of at least an 80 dB dynamic range, such that if they are set to measure as low as 20 dB, then it is able to measure sound levels as high as 100 dB (“**Air Quality and Noise Monitoring Equipment**”). Developer shall reasonably cooperate with City and any City consultants regarding make and model or other similar technical questions that may arise regarding the Air Quality and Noise Monitoring Equipment.

F. Willow Road Feasibility Study Funding. Developer shall make a one-time payment of One Hundred Thousand Dollars (\$100,000) to City to support feasibility studies to

be undertaken by City related to Willow Road ownership (the “**Willow Road Feasibility Study Funding.**”)

G. Job Training Funding and Community Hub. Developer shall provide funding to the below specified entities in the aggregate total amount of Eight Million Three Hundred Four Thousand Nine Hundred and Seven Dollars (\$8,304,907) for the following from February 2022 through December 2024:

(1) Career pathway programs in partnership with local non-profit
YearUp;

(2) Career pathway programs in partnership with local non-profit
JobTrain;

(3) A facility to be managed by Developer that will prepare local residents with job skills and fund internships for Menlo Park residents, with priority for Belle Haven residents, to the extent permitted by law.

The obligations set forth in this Section 5.1G shall be referred to collectively as the “**Job Training Funding and Community Hub.**” The funding costs are intended to include all costs incurred by Developer in providing the Job Training Funding and Community Hub, including rent and staffing costs associated with the Job Training Funding and Community Hub.

H. Teacher Housing Rent Subsidies. Developer shall provide subsidized rent in the amount of One Million Seven Hundred Forty-Five Thousand Three Hundred Nineteen Dollars (\$1,745,319) for twenty-two (22) teachers currently living at 777 Hamilton Apartments in Belle Haven from February 2022 through March 2024 (“**Teacher Housing Rent Subsidies**”). The Teacher Housing Rent Subsidies shall be provided pursuant to Meta’s existing Workforce Housing Fund Pilot Program established pursuant to the Development Agreement between Hibiscus Properties, LLC, a Delaware limited liability company and City dated December 14, 2016, as amended by the Amendment to Development Agreement dated December 18, 2017.

I. Bayfront Shuttle. Provide a shuttle service for a period of seventeen (17) years to transport Bayfront residents to and from the Main Project Site (“**Bayfront Shuttle**”). Developer shall fund the Bayfront Shuttle through the formation of a Transportation Management Association (TMA) unless coordination with the City as described below results in an agreement between the Parties to provide the required shuttle service in an alternate manner. The shuttle shall use one hundred percent (100%) electric vehicles if feasible, which shall mean that a technology that can run a single shuttle for twelve (12) hours without recharging is commercially reasonably available. If Developer believes using one hundred percent (100%) electric vehicles is infeasible, Developer shall notify City and Developer and City shall meet and confer to determine the lowest emission technology that is commercially reasonable and mutually acceptable to Developer and City and Developer shall employ such technology. In connection with the Bayfront Shuttle, Developer shall:

(1) Coordinate outreach on shuttle routing, frequency, and design with the City’s outreach on shuttles to avoid duplicating service or inefficiency with transfers.

(2) Participate in the City’s shuttle study as a stakeholder.

(3) Prepare an annual report on shuttle ridership and other metrics such as timeliness of shuttle arrivals so that City can evaluate the shuttle service.

(4) Use commercially reasonable efforts to coordinate with other developers and property owners in the area regarding the provision of shuttle services, subject to cost constraints and maintaining anticipated headways.

At the end of the seventeen (17) year period of operation of the Bayfront Shuttle, Developer and the City shall meet and confer to determine if there is continued demand for shuttle services and, if so, an appropriate approach for continuing such services, on what schedule, and how such services would be funded.

J. Bank. Developer shall construct a bank or credit union branch that includes retail service as well as one or more Automatic Teller Machines (“**Bank**”).

K. Dining Venues. Developer shall construct 18,000 square feet of building space for by Eating Establishments and Drinking Establishments, as defined in the Applicable City Regulations (“**Dining Venues**”), which shall be constructed in two phases of 9,000 square feet each (“**First Phase Dining Venues**” and “**Second Phase Dining Venues**,” respectively). The Dining Venues shall consist of a range of dining options, from fast casual to sit-down restaurants, to serve residents and local employees.

L. Community Entertainment. Developer shall construct 25,000 square feet of building space for community entertainment offerings such as a cinema, live music, bowling, miniature golf, gaming, or similar use provided that gambling shall not be a permissible use (“**Community Entertainment**”), which shall be constructed in two phases of 12,500 square feet each (“**First Phase Community Entertainment**” and “**Second Phase Community Entertainment**,” respectively).

M. Pharmacy. Developer shall construct a space for pharmacy services to fill prescriptions and offer convenience goods (“**Pharmacy**”) in one of the four locations identified in Exhibit F.

N. Town Square. Developer shall construct as part of the Project a “**Town Square**” as depicted Conceptually on Exhibit E-1 and Exhibit E-2 that will include areas for community gatherings, festivals, and farmers markets.

O. Excess Publicly Accessible Open Space. Developer shall construct as part of the Project publicly accessible open space improvements in excess of what is required by City Code and provide ongoing maintenance for these areas, consisting of a minimum of 74,030 square feet (“**Excess Publicly Accessible Open Space**”). The Excess Publicly Accessible Open Space may be constructed within the areas of the Community Park and/or the Dog Park and/or Parcel 3, each of which is depicted Conceptually on Exhibit E-2, attached hereto.

Section 5.2 Leasing of Space for Bonus Development Community Amenities. Developer shall make good faith, reasonable efforts to lease the space identified for the Grocery

Store as a Grocery Store, the space identified for the Bank as a Bank, the space identified for the Pharmacy as a Pharmacy, the spaces identified for Dining Venues as Dining Venues, and the spaces identified for Community Entertainment as Community Entertainment. Developer shall provide a report to the City describing its good faith efforts to lease the Project components listed under this Section 5.2 in conjunction with the issuance of the first permits for vertical construction and an updated report in conjunction with each Annual Review thereafter. With regard to the Grocery Store, the Bank, and the Pharmacy, Developer shall notify the City as soon as reasonably possible following the execution of a lease with an operator of any such space that such lease has been executed and identifying the name of the operator; provided, however, that nothing contained within this Section 5.2 shall require Developer to breach any confidentiality provisions contained in any such lease. If despite Developer's good faith, reasonable efforts, Developer is unable to lease the space identified for the Grocery Store as a Grocery Store, the space identified for the Bank as a Bank, the space identified for the Pharmacy as a Pharmacy, any of the spaces identified for Dining Venues as Dining Venues, or any of the spaces identified for Community Entertainment as Community Entertainment, then within twelve (12) months of the deadline for a final certificate of occupancy for that space as set forth in Exhibit F the Parties shall meet and confer to discuss potential alternative uses for such spaces that would provide community amenities on the list of community amenities set forth in Resolution No. 6360 or as agreed upon by Developer and City and to be memorialized in an Operating Memorandum.

Section 5.3 Public Benefits. If and to the extent that Developer commences construction of the Project, Developer must provide the public benefit contributions set forth in this Section 5.3.

A. Ongoing Job Training. Developer shall cause Meta to, for a period of five (5) years from and after the Effective Date:

- (1) Work with a local training program to expand training services for residents of City and City of East Palo Alto;
- (2) Create an ongoing quarterly series of career development workshops focusing on resume writing, interviewing skills, and how to find a job;
- (3) Hold five (5) annual job fairs for residents of City and City of East Palo Alto. The program shall run annually for a period of five (5) years after the Effective Date, except for times of Meta hiring freezes, in which case the period shall be extended annually until five (5) job fairs have occurred;
- (4) Promote local volunteer opportunities to its employees; and
- (5) Host a local community organization fair.

B. Career Experience Program. Developer shall cause Meta to, for a period of five (5) years from and after the Effective Date, create a career experience program for high school students living in the City, East Palo Alto, or Redwood City. The program shall run for at least four (4) weeks each year and shall allow students to receive STEM career training and engage with Meta employees.

C. Dumbarton Rail. Developer shall provide stakeholder support (for example, sending support letters) for a rail transit project along the Dumbarton rail bridge, which would connect the Caltrain corridor at Redwood City to the East Bay (“**Dumbarton Rail Corridor Project**.”) Developer shall have no obligation to provide financial support for the Dumbarton Rail Corridor Project.

D. Dumbarton Forward. Developer shall provide stakeholder support (for example, sending support letters) for Metropolitan Transportation Commission’s strategies to improve efficiency and reduce delay on the State Route 84-Dumbarton Bridge-Bayfront Expressway corridor between Interstate 880 in Fremont and Marsh Road in Menlo Park (“**Dumbarton Forward**.”) Developer shall have no obligation to provide financial support for Dumbarton Forward.

E. Bus Access. Developer shall coordinate with City to ensure that publicly operated buses have access to the Main Project Site (e.g., Menlo Park Middy, commute.org, SamTrans buses) and provide bus stops at reasonable locations within the Main Project Site, to be reasonably approved by City in conjunction with approval of Improvement Plans, for public transit systems.

F. Community Use of Publicly Accessible Open Space. Community use of the “**Publicly Accessible Open Space**”, as depicted Conceptually in Exhibit E-2, shall be subject to compliance with the “**Willow Village Open Space Rules**,” which shall be approved by City prior to the first certificate of occupancy for the Project and shall include without limitation provisions: (a) permitting Developer or the owner’s association to be formed pursuant to Section 5.3 to reasonably restrict or prohibit public access and use as reasonably necessary to (i) ensure security of the Project Site and persons or property within or around the Project Site and (ii) preclude activities that unreasonably disrupt non-public uses in the Project; (b) providing exclusive use by Developer for a specified number of private events; and (c) providing terms of use for community use of the Publicly Accessible Open Space.

G. Gap Payment. Developer shall make an annual payment of Three Hundred Eighty-Nine Thousand Dollars (\$389,000), plus a CPI Adjustment each year (“**Gap Payment**”) as provided in this Section 5.3G.

(1) The obligation to make a Gap Payment, if any, shall commence on the first of the month following the date that the certificate of occupancy for the third office building is issued (“**Third Office COO Issuance**”) if a building permit for the Hotel has not been issued as of the Third Office COO Issuance (“**Gap Payment Commencement Date**”); provided, however, that the Gap Payment Commencement Date shall be the first of the month following the first anniversary of the Third Office COO Issuance if a building permit for the Hotel has been issued as of the Third Office COO Issuance. The first Gap Payment shall be prorated to reflect the months remaining in the Fiscal Year then in effect. Subsequent Gap Payments shall be due on July 1. Developer’s obligation to make the Gap Payment shall apply to the period commencing on the Gap Payment Commencement Date and continuing until the earlier of (i) the Hotel has received a certificate of occupancy or (ii) the time period provided in Section 11.7 following the expiration or earlier termination of this Agreement (the “**Gap Payment Termination Date**”) and there shall be no further obligation to make a Gap Payment

after the Gap Payment Termination Date, provided however that if the Hotel is not built but another use, as agreed below, is approved for and occupies the site, the Gap Payment shall be adjusted to be reduced by the amount of annual revenue projected by the City's economic consultant to result from the alternate use, and if the Gap Payment would thereby be reduced to zero then there shall be no further obligation to make a Gap Payment ("**Gap Payment Period**").

(2) If the Hotel has not received a certificate of occupancy within twenty-four (24) months after the date that the certificate of occupancy for the sixth office building is issued, Developer and City shall meet and confer to discuss a potential alternative productive and beneficial use for the parcel upon which the Hotel would have been constructed. The Parties understand and agree that such alternative productive and beneficial use may require further review under CEQA and may require Subsequent Project Approvals including Other Agency Subsequent Project Approvals.

(3) If at the Gap Payment Termination Date the Hotel has not received a certificate of occupancy, then Developer shall make a one-time net present value supplemental payment to the City (the "**Supplemental Gap Payment**"), which shall be calculated by applying the then in effect Gap Payment amount for a ten (10) year period at a three (3) percent escalation rate over such ten (10) year period and applying a net present value discount rate of seven and one-half percent (7.5%). Developer's obligation to make a Supplemental Gap Payment shall survive the termination of this Agreement until the obligation is satisfied, and the general survival time frame for public benefits set forth in Section 11.7 shall not apply to this obligation.

H. Willow Road Tunnel. Subject to receipt of all necessary Other Agency Approvals, Developer at its sole election may construct the new bike lanes and pedestrian paths, which would connect to existing facilities and the Bay Trail, as depicted Conceptually in Exhibit E-3 including the tunnel under Willow Road that would provide pedestrian and bicycle access to the Bayfront Area Meta Campuses ("**Willow Road Tunnel**"). Upon Developer's request, to the extent necessary to accommodate the Willow Road Tunnel portal and associated improvements, City shall cooperate with Developer in processing and approving a modification to the approved Conditional Development Permit for the Bayfront Expansion Campus in accordance with Section 6.1.1 – 6.1.3 thereof.

I. Community Use of MCS. Subject to Developer's security protocols and requirements and Developer's scheduling needs, exercised in good faith, and applicable deed restrictions imposed pursuant to Mitigation Measures in the Project EIR, Developer will provide access to the MCS to the City and/or non-profit or similar community organizations for up to six (6) community events per year ("**MCS Community Events**"). As part of the periodic review pursuant to Article 6.1, Developer will advise the City of the number of MCS Community Events that occurred in the prior year. Other than providing police services ordinarily provided by the City, City shall have no obligation to provide security or contribute to the cost of security for MCS Community Events pursuant to this Section 5.3I.

J. Generators. If, at the time that generators are purchased, there is commercially available generator technology that is environmentally cleaner than diesel, and commercial generators with that technology can achieve the Project electrical load requirements and work with the electrical and mechanical infrastructure/service of the Project without

redesign, then the Project will use that technology if (1) the capital cost is not more than five percent (5%) more expensive (for the generator including any system modifications to accommodate that technology) of the bid price of the diesel generator meeting the project specifications and (2) the annual operational cost will not be more than five percent (5%) more expensive. At least 30 days prior to purchasing, Developer shall provide City with (i) a bid for the generator and any system modifications to accommodate the environmentally cleaner technology and, for purposes of comparison, a bid for a diesel generator and (ii) documentation showing the annual operational costs of the environmentally cleaner technology and, for purposes of comparison, documentation showing the annual operational costs of diesel.

K. Reduction of Daily Office Trips. Prior to issuance of the first building permit for the Project, the Parties will meet and confer to determine potential incentives that could be provided to Developer if Developer were able to further reduce daily office trips by an additional 10-15% below the trip cap set forth in the Project Approvals.

Section 5.4 Maintenance of Publicly Accessible Open Space. Except as provided in Section 5.5 below, Developer or another entity controlled by Meta, or an owners' association to be formed by Developer, shall own, operate, maintain and repair the Publicly Accessible Open Space in good and workmanlike condition, and otherwise in accordance with all Applicable Laws and any Project Approvals, all at no cost to City.

Section 5.5 Maintenance of Elevated Park Segment Over Willow Road and Willow Road Tunnel. If constructed, City shall own and Developer shall maintain and insure the Elevated Park Segment Over Willow Road and the Willow Road Tunnel at its sole cost and expense pursuant to agreements to be executed prior to construction of the Elevated Park Segment Over Willow Road and the Willow Road Tunnel, respectively. City shall have no obligation to fund maintenance of the Elevated Park Segment Over Willow Road and the Willow Road Tunnel. City shall have no liability for any Claims relating to the construction, condition, or maintenance of the Elevated Park Segment Over Willow Road or the Willow Road Tunnel except to the extent resulting from the gross negligence or willful misconduct of City. At Developer's sole cost and expense, Developer shall remove or replace the Elevated Park Segment Over Willow Road and the Willow Road Tunnel at the end of their respective useful lives.

Section 5.6 Sales Tax Point of Sale Designation. Developer shall use commercially reasonable efforts to the extent allowed by law to require all persons and entities providing bulk lumber, concrete, structural steel and pre-fabricated building components, such as roof trusses, ("**Specified Materials**") to be used in connection with the initial construction and development of, or incorporated into, the Project (excluding (i) any subsequent remodeling or construction on the Property following final building permit sign off for each building to be constructed as part of the Project and (ii) furnishings, equipment, and personal property), to (a) obtain a use tax direct payment permit; and either (b) elect to obtain a subcontractor permit for the job site of a contract valued at Five Million Dollars (\$5,000,000) or more or (c) otherwise designate the Property as the place of use of the Specified Materials used in the construction of the Project in order to have the local portion of the sales and use tax distributed directly to City instead of through the county-wide pool. Developer shall instruct each of its subcontractors subject to this Section 5.6 to cooperate with City in its efforts to ensure the full local sales/use tax for the

Specified Materials is allocated to City. To assist City in its efforts to ensure that the full amount of such local sales/use tax is allocated to the City, Developer shall provide City with an annual spreadsheet, which includes a list of all subcontractors subject to this Section 5.6, a description of all applicable work, and the dollar value of such subcontracts. City may use said spreadsheet to contact each subcontractor who may qualify for local allocation of use taxes to the City.

Section 5.7 BMR Housing True Up Payment. If following Commencement of Construction, Developer has no active building permits or has not passed any of the inspections required in connection with the building permits issued to Developer for a period of three (3) years for reasons other than a Force Majeure Delay (“**Pause of Construction**”) and the number of “**BMR Units**” actually constructed at such point is less than the Proportionate Required BMR Units, as calculated below, then Developer shall pay a “**BMR Housing True Up Payment**” as provided in this Section 5.7. The BMR Housing True Up Payment shall be calculated as follows: (1) determine the then required number of BMR Units (the “**Proportionate Required BMR Units**”) by (a) multiplying the total number of residential units constructed to date by fifteen percent (15%) (the “**Inclusionary Units**”) and (b) adding the number of any required additional BMR Units correlated to commercial space constructed to date based on the value of the commercial in-lieu fee at the rate in effect as of the Effective Date using the same methodology that was used to determine the total number of BMR Units correlated to all commercial space in the Project at full buildout (the “**Linkage Equivalent Units**”) (the sum of the Inclusionary Units and Linkage Equivalent Units equals the Proportionate Required BMR Units); (2) subtract the number of BMR Units constructed to date from the Proportionate Required BMR Units (the resulting difference shall be referred to herein as the “**Fee Paid BMR Units**”); and (3) multiply the number of Fee Paid BMR Units by Five Hundred Thousand Dollars (\$500,000), subject to any annual escalator that is applied to the below market rate commercial linkage in-lieu fee in effect as of the Effective Date, with the resulting product being the amount of the BMR Housing True Up Payment. The BMR Housing True Up Payment shall be paid to the City and the City shall hold the BMR Housing True Up Payment in a segregated account and no portion of the BMR Housing True Up Payment shall be deposited into the City’s Below Market Rate Housing Fund. City shall not spend any portion of the BMR Housing True Up Payment for any purpose for a period of three (3) years following the City’s receipt of the BMR Housing True Up Payment (the “**BMR Fee Holding Period**”). If Developer secures an additional building permit and Commences Construction or passes an inspection required in connection with Developer’s building permits (“**Resumption of Construction**”) prior to the expiration of the BMR Fee Holding Period, then the City shall return the BMR Housing True Up Payment to Developer and Developer shall construct all future BMR Units to be constructed on site as described in the Project Approvals. In the event that a Resumption of Construction does not occur within the BMR Fee Holding Period, then the City may use the BMR Housing True Up Payment for affordable housing purposes as permitted under the City’s Below Market Rate Housing Program, and Developer shall have no further obligation to construct any of the Fee Paid BMR Units and Developer shall only be obligated to construct future required BMR Units on site (i.e., the proposed number of BMR Units in the project less the number of BMR Units constructed previously and the Fee Paid BMR Units). If there is a Resumption of Construction after the BMR Fee Holding Period, and the City Council and/or City Manager have not approved expenditure of the BMR Housing True Up Payment for a specific affordable housing project or program, then Developer may request that the BMR Housing True Up Payment be returned to Developer. Upon receipt of said request, Developer and City shall meet and confer regarding

any planned or proposed use by the City of the BMR Housing True Up Payment. Following said meet and confer, Developer may, in its sole discretion, confirm its request that the BMR Housing True Up Payment be returned to Developer, in which case the City shall return the BMR Housing True Up Payment to Developer and Developer shall construct all future BMR Units to be constructed on site as described in the Project Approvals. If there is another Pause of Construction after any Resumption of Construction, Developer shall be obligated to make another BMR Housing True Up Payment calculated pursuant to this Section 5.7.

Section 5.8 Hamilton Avenue Realignment. Subject to receipt of all necessary Other Agency Approvals, Developer shall realign Hamilton Avenue in accordance with the Project Approvals. Developer shall make good faith efforts to obtain such Other Agency Approvals for the realignment of Hamilton Avenue. In the event Developer does not receive such Other Agency Approvals, Developer shall provide written notice to City and Developer shall be permitted to construct the Project, as reconfigured in accordance with Sheet G4.08 of the Willow Village Master Plans.

ARTICLE 6 ANNUAL REVIEW

Section 6.1 Periodic Review.

A. As required by California Government Code Section 65865.1 and the Development Agreement Regulations, City and Developer shall review this Agreement and all actions taken pursuant to the terms of this Agreement with respect to the development of the Project every twelve (12) months to determine good faith compliance with this Agreement. Specifically, City's annual review shall be conducted for the purposes of determining good faith compliance by Developer with its obligations under this Agreement.

B. The annual review shall be conducted as provided in the Development Agreement Law and City's Development Agreement Regulations as follows:

(1) The Director of Community Development shall provide each Developer notice of an annual review hearing before the Planning Commission, which shall be scheduled at least thirty (30) days after the date of the notice. The notice shall, to the extent required by law, include a statement that any review may result in amendment or termination of this Agreement. At said hearing, each Developer must demonstrate, and shall bear the burden of proof of, good faith compliance with the terms of this Agreement. The Planning Commission shall determine upon the basis of substantial evidence whether or not a Developer has complied in good faith with the terms and conditions of this Agreement. The decision of the Planning Commission may be appealed to the City Council. Each Developer shall be responsible for its own Annual Review process; provided, however, that multiple Annual Reviews may occur at the same Planning Commission hearing. In accordance with Section 10.2, no default of one Developer shall have any effect on the compliance of a different Developer.

(2) If the Planning Commission (if its finding is not appealed) or City Council finds that Developer has not complied in good faith with the terms and conditions of this Agreement, the City shall commence proceedings under ARTICLE 11 by providing a written Notice of Default under Section 11.1 to such Developer describing: (a) such failure and that such

failure constitutes a Default; (b) the actions, if any, required by Developer to cure such Default; and (c) the time period within which such Default must be cured. In accordance with Section 11.1, if the Default can be cured, Developer shall have a minimum of thirty (30) days after the date of such notice to cure such Default, or in the event that such Default cannot be cured within such thirty (30) day period, if Developer shall commence within such thirty (30) day time period the actions necessary to cure such Default and shall be diligently proceeding to complete such actions necessary to cure such Default, Developer shall have such additional time period as may be required by Developer within which to cure such Default.

(3) If Developer fails to cure a Default within the time periods set forth above, the City Council may amend or terminate this Agreement as provided below.

C. If, upon a finding under Section 6.1, subsection B of this Agreement and the expiration of the cure period specified in Section 6.1, subsection B without Developer having cured a Default, the City determines to proceed with amendment or termination of this Agreement, the City shall give written notice to Developer of its intention so to do. The notice shall be given at least fifteen (15) days before the scheduled hearing and shall contain:

(1) The time and place of the hearing before the City Council;

(2) A statement that City proposes to amend or terminate the Agreement;

(3) Such other information as is reasonably necessary to inform Developer of the nature of the proceeding.

D. At the time and place set for the hearing on amendment or termination, Developer shall be given an opportunity to be heard, and Developer shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. If the City Council finds, based upon substantial evidence, that Developer has not complied in good faith with the terms or conditions of this Agreement, the City Council may terminate this Agreement pursuant to Section 11.2. The decision of the City Council shall be final, subject to judicial review pursuant to Section 1094.5 of the California Code of Civil Procedure.

E. Failure of City to conduct an annual review shall not constitute a waiver by the City of its rights to otherwise enforce the provisions of this Agreement nor shall Developer have or assert any defense to such enforcement by reason of any such failure to conduct an annual review.

F. If, after an annual review, City finds Developer has complied in good faith with this Agreement, City, promptly following Developer's request, shall issue to Developer a letter of compliance in recordable form certifying that Developer has so complied through the period of the applicable annual review.

ARTICLE 7 MORTGAGEE PROTECTION

Section 7.1 Mortgagee Protection. This Agreement shall not prevent or limit Developer in any manner, at Developer's sole discretion, from encumbering the Property or any

portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property (“**Mortgage**”). This Agreement shall be superior and senior to any lien placed upon the Property or any portion thereof after the date of recording the Agreement, including the lien of any Mortgage. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against and shall run to the benefit of any person or entity, including any deed of trust beneficiary or mortgagee (“**Mortgagee**”), who acquires title or possession to the Property, or any portion thereof, by foreclosure, trustee’s sale, deed in lieu of foreclosure or otherwise.

Section 7.2 Mortgagee Not Obligated. Notwithstanding the provisions of Section 7.1 above, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of the Project, or any portion thereof, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any use except in full compliance with the Project Approvals and this Agreement nor to construct any improvements thereon or institute any uses other than those uses and improvements provided for or authorized by this Agreement and the Project Approvals.

Section 7.3 Notice of Default to Mortgagee; Right to Cure. With respect to any Mortgage granted by Developer as provided herein, so long as any such Mortgage shall remain unsatisfied of record and Mortgagee has provided City with written notice requesting that City send Mortgagee notices of Default and specifying the address for service thereof, the following provisions shall apply:

A. City, upon serving Developer any notice of Default, shall also serve a copy of such notice upon any Mortgagee at the address provided to City, and no notice by City to Developer hereunder shall affect any rights of a Mortgagee unless and until a copy thereof has been so served on such Mortgagee; provided, however, that failure so to deliver any such notice shall in no way affect the validity of the notice sent to Developer as between Developer and City.

B. In the event of a Default by Developer, any Mortgagee shall have the right to remedy, or cause to be remedied, such Default within sixty (60) days following the later to occur of (i) the date of Mortgagee’s receipt of the notice referred to in Section 7.3A above, or (ii) the expiration of the period provided herein for Developer to remedy or cure such Default, and City shall accept such performance by or at the insistence of the Mortgagee as if the same had been timely made by Developer; provided, however, that (a) if such Default is not capable of being cured within the timeframes set forth in this Section 7.3B and Mortgagee commences to cure the Default within such timeframes, then Mortgagee shall have such additional time as is required to cure the Default so long as Mortgagee diligently prosecutes the cure to completion and (b) if possession of the Property (or portion thereof) is required to effectuate such cure or remedy, the Mortgagee shall be deemed to have timely cured or remedied if it commences the proceedings necessary to obtain possession thereof within sixty (60) days after receipt of the copy of the notice, diligently pursues such proceedings to completion, and, after obtaining possession, diligently completes such cure or remedy.

C. Any notice or other communication which City shall desire or is required to give to or serve upon the Mortgagee shall be in writing and shall be served in the manner set forth in Section 12.5, addressed to the Mortgagee at the address provided by Mortgagee to City. Any notice or other communication which Mortgagee shall give to or serve upon City shall be deemed to have been duly given or served if sent in the manner and at City's address as set forth in Section 12.5, or at such other address as shall be designated by City by notice in writing given to the Mortgagee in like manner.

Section 7.4 No Supersedure. Nothing in this Article 7 shall be deemed to supersede or release a Mortgagee or modify a Mortgagee's obligations under any subdivision or public improvement agreement or other obligation incurred with respect to the Project outside this Agreement, nor shall any provision of this Article 7 constitute an obligation of City to such Mortgagee, except as to the notice requirements of Section 7.3.

Section 7.5 Technical Amendments to this Article 7. City agrees to reasonably consider and approve interpretations and/or technical amendments to the provisions of this Agreement that are required by lenders for the acquisition and construction of the Project on the Property or any refinancing thereof and to otherwise cooperate in good faith, at Developer's expense, to facilitate Developer's negotiations with lenders.

ARTICLE 8 AMENDMENT OF AGREEMENT AND EXISTING APPROVALS

Section 8.1 Amendment of Agreement By Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the Parties hereto or their successors-in-interest or assigns, and then only in the manner provided for in the Development Agreement Statute and Development Agreement Regulations.

Section 8.2 Requirement for Writing. No modification, amendment or other change to this Agreement or any provision hereof shall be effective for any purpose unless specifically set forth in a writing that refers expressly to this Agreement and is signed by duly authorized representatives of both Parties or their successors. A copy of any change shall be provided to the City Council within thirty (30) days of its execution.

Section 8.3 Amendments to Development Agreement Statute. This Agreement has been entered into in reliance upon the provisions of the Development Agreement Statute as those provisions existed as of the Agreement Date. No amendment or addition to those provisions that would materially affect the interpretation or enforceability of this Agreement shall be applicable to this Agreement, unless such amendment or addition is specifically required by the California State Legislature or is mandated by a court of competent jurisdiction. In the event of the application of such a change in law, the Parties shall meet in good faith to determine the feasibility of any modification or suspension that may be necessary to comply with such new law or regulation and to determine the effect such modification or suspension would have on the purposes and intent of this Agreement. Following the meeting between the Parties, the provisions of this Agreement may, to the extent feasible, and upon mutual agreement of the Parties, be modified or suspended but only to the minimum extent necessary to comply with such new law or regulation. If such amendment or change is permissive (as opposed to mandatory), this Agreement shall not be affected by same unless the Parties mutually agree in writing to

amend this Agreement to permit such applicability. Developer and/or City shall have the right to challenge any new law or regulation preventing compliance with the terms of this Agreement, and in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

Section 8.4 Amendments to Project Approvals. Project Approvals (except for this Agreement, the amendment process for which is set forth in Section 8.1 through 8.2) may be amended or modified from time to time, but only at the written request of Developer or with the written consent of Developer at its sole discretion. All amendments to the Project Approvals shall automatically become part of the Project Approvals. The permitted uses of the Property or portion thereof, the maximum density and/or number of residential units, the intensity of use, the maximum height and size of the proposed buildings, provisions for reservation or dedication of land for public purposes, the conditions, terms, restrictions and requirements for subsequent discretionary actions, the provisions for public improvements and financing of public improvements, and the other terms and conditions of development as set forth in all such amendments shall be automatically vested pursuant to this Agreement, without requiring an amendment to this Agreement. Amendments to the Project Approvals shall be governed by the Project Approvals and the Applicable Law. City shall not request, process or consent to any amendment to the Project Approvals, or applicable portion thereof, without Developer's prior written consent in Developer's sole discretion.

Section 8.5 Administrative Amendments of Project Approvals. Upon the request of Developer for an amendment or modification of any of the Project Approvals (except for this Agreement, the amendment process for which is set forth in Section 8.1 through 8.2 herein, and the Willow Village CDP, the change or amendment process for which is set forth in Section 8 thereof), the City Manager or his/her designee shall determine: (a) whether the requested amendment or modification is minor when considered in light of the Project as a whole; and (b) whether the requested amendment or modification substantially conforms with the material terms of this Agreement and the Applicable Law and may be processed administratively. If the City Manager or his/her designee finds that the requested amendment or modification is both minor and substantially conforms with the material terms of this Agreement and the Applicable Law, the amendment or modification shall be determined to be an "**Administrative Amendment**," and the City Manager or his/her designee may approve the Administrative Amendment, without public notice or a public hearing. Without limiting the generality of the foregoing, lot line adjustments, minor reductions in the density, intensity, scale or scope of the Project, minor alterations in vehicle circulation patterns or vehicle access points, variations in the location of structures that do not substantially alter the design concepts of the Project, substitution of comparable landscaping for any landscaping shown on any development plan or landscape plan, variations in the location or installation of utilities and other infrastructure connections and facilities that do not substantially alter design concepts of the Project, and minor adjustments to a subdivision map or the Property legal description shall be deemed to be minor amendments or modifications. Any request of Developer for an amendment or modification to a Project Approval that is determined not to be an Administrative Amendment as set forth above shall be subject to review, consideration and action pursuant to the Applicable Law and this Agreement.

Section 8.6 Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between City and Developer and development of the Property hereunder

may demonstrate that refinements and clarifications are appropriate with respect to the details or timing of performance of City and Developer. If and when, from time to time, during the Term of this Agreement, City and Developer agree that such clarifications are necessary or appropriate, City and Developer may effectuate such clarifications through operating memoranda approved by City and Developer (each, individually an “**Operating Memorandum**” and collectively “**Operating Memoranda**”), which, after execution, shall be attached hereto as addenda and become a part hereof, and may be further clarified from time to time as necessary with future approval by City and Developer. No such Operating Memorandum shall constitute an amendment to this Agreement requiring public notice or hearing. The City Manager, in consultation with the City Attorney, shall make the determination on behalf of City whether a requested clarification may be effectuated pursuant to this Section 8.6 or whether the requested clarification is of such a character to constitute an amendment hereof pursuant to Section 8.1 above. The City Manager shall be authorized to execute any Operating Memorandum hereunder on behalf of City.

Section 8.7 Amendment to Incorporate Additional Property. Developer has an equitable reversionary interest in portions of Hamilton Avenue to be abandoned by the City (the “**Hamilton ROW Parcel**”) and an equitable interest in a portion of a parcel that is owned by Chevron USA (the “**Chevron Parcel**”) pursuant to an executed purchase and sale agreement between Developer and the owner of the Chevron Parcel. Upon Developer acquiring a fee interest in the Chevron Parcel or the Hamilton ROW Parcel, or both, City and Developer shall enter into an Operating Memorandum to subject the Chevron Parcel or the Hamilton ROW Parcel, or both, to this Agreement and amend the map of the Property attached hereto as Exhibits A-1-1 and A-1-2 and the legal description of the Property attached hereto as Exhibits A-2-1 and A-2-2 to add the Chevron Parcel or the Hamilton ROW Parcel, or both, to the legal description for this Agreement, which Operating Memorandum shall be recorded in the Official Records of San Mateo County.

Section 8.8 CEQA. In connection with its consideration and approval of the Existing Approvals, the City has prepared and certified the Project EIR, which evaluates the environmental effects of the Project, and has imposed all feasible mitigation measures to reduce the significant environmental effects of the Project. The Parties acknowledge that certain Subsequent Project Approvals may legally require additional analysis under CEQA. Nothing contained in this Agreement is intended to prevent or limit the City from complying with CEQA. In acting on Subsequent Project Approvals, City will rely on the Project EIR to the fullest extent permissible by CEQA. In the event supplemental or additional review is required for a Subsequent Project Approval, City shall limit such supplemental or additional review to the scope of analysis mandated by CEQA and shall not impose new mitigation measures except as legally required.

ARTICLE 9 COOPERATION AND IMPLEMENTATION

Section 9.1 Subsequent Project Approvals. Certain subsequent land use approvals, entitlements, and permits other than the Existing Approvals will be necessary or desirable for implementation of the Project (“**Subsequent Project Approvals**”). The Subsequent Project Approvals may include, without limitation, the following: grading permits, building permits, sewer and water connection permits, certificates of occupancy, lot line adjustments, site plans,

development plans, land use plans, building plans and specifications, final maps, parcel maps and/or subdivision maps, conditional use permits, variances, architectural control plans, demolition permits, improvement agreements, encroachment permits, and any modifications or amendments to any of the foregoing or any Existing Approvals. At such time as any Subsequent Project Approval applicable to the Property is approved by the City, then such Subsequent Project Approval shall become subject to all the terms and conditions of this Agreement applicable to Project Approvals and shall be treated as a “Project Approval” under this Agreement.

Section 9.2 Scope of Review of Subsequent Project Approvals. In exercising its discretion in connection with consideration of Subsequent Project Approvals, City agrees that City shall not revisit the fundamental policy decisions reflected by the Existing Approvals or impose any Exactions that would conflict with the Applicable City Regulations or the Existing Approvals as set forth in Section 3.1 herein or any Project Approvals unless expressly permitted by Sections 4.3A-D or 9.8.

Section 9.3 Processing Applications for Subsequent Project Approvals.

A. Developer acknowledges that City cannot begin processing applications for Subsequent Project Approvals until Developer submits applications and responses to City comments thereto on a timely basis. Developer acknowledges that for the City to process applications, Developer needs to (i) provide to City in a timely manner and in the manner required under Applicable Law any and all Processing Fees, documents, materials, applications, plans, and other information reasonably necessary for City to carry out its review and processing obligations; and (ii) cause Developer’s planners, engineers, and all other consultants to provide to City in a timely manner and in the manner required under Applicable Law all such documents, applications, plans, information, and other materials required under Applicable Law.

B. Upon submission by Developer of all appropriate applications and Processing Fees for any Subsequent Project Approval, City shall accept, review, and use reasonable efforts to expeditiously process Developer’s applications and requests for Subsequent Project Approvals in connection with the Project in good faith and in a manner that complies with and is consistent with Applicable Law and the Project Approvals and this Agreement. The City shall approve any application or request for any Subsequent Project Approval that substantially complies with and is substantially consistent with the Project Approvals. The Parties shall cooperate with each other and shall use diligent, good faith efforts to cause the expeditious review, processing, and action on the Subsequent Project Approvals. City shall, to the full extent allowed by Applicable Law, promptly and diligently, subject to City ordinances, policies and procedures regarding hiring and contracting, commence and complete all steps necessary to act on Developer’s currently pending Subsequent Project Approval applications including: (i) providing at Developer’s expense and subject to Developer’s request and prior approval, reasonable overtime staff assistance, additional staff and/or staff consultants for processing of Subsequent Project Approval applications as may be necessary to meet Developer’s reasonable schedule considerations; (ii) if legally required, providing notice and holding public hearings; and (iii) acting on any such pending Subsequent Project Approval application.

C. If City so requests in writing after submittal of an application for a demolition permit, or earlier if otherwise agreed by Developer in its reasonable discretion, Developer shall fund (i) a third party consultant or (ii) a member of City staff that is primarily dedicated to the Project Manager functions under this Section 9.3C (and any time spent on other functions shall not be billed to the Project under this Section), to be selected and retained by City and subject to Developer's reasonable approval, to assist City in managing the implementation of the Project Approvals and this Agreement as well as facilitating the processing of Subsequent Project Approvals; receive inquiries related to the Project and coordinate with Developer and City departments regarding appropriate responses thereto during development of the Project; and promote accessibility, predictability, and consistency across City departments (the "**Project Manager**"). Developer shall use commercially reasonable efforts to provide at least ninety (90) days advance written notice of its intent to submit a demolition permit.

(1) City shall determine, in City's reasonable discretion after consulting with Developer, the need for the Project Manager, the initial budget (including a reasonable initial deposit amount to cover initial hiring and reasonable compensation costs, which shall be consistent with market costs for similar services, associated with the Project Manager (the "**Initial Deposit**")), the scope of work, and the schedule of work for the Project Manager. Developer shall deposit the Initial Deposit within sixty (60) days of City's written request. City shall utilize the Initial Deposit to pay for the initial cost of the Project Manager and Developer shall pay future invoices as set forth in Section 9.3C(3) below. At such intervals as the Parties shall agree in writing, subsequent budgets, schedules, and scopes of work for the Project Manager shall be determined by the City in its reasonable discretion after consulting with Developer. City shall provide written notice to Developer prior to entering into any contract with a third party to provide the Project Manager services under this Section 9.3C.

(2) In the event that Developer reasonably disputes any budget, scope, schedule, or selection of the Project Manager proposed by City, Developer shall provide written notice to City of its objections and the Parties shall cooperate in good faith to resolve the dispute pursuant to Section 11.6. If the Parties are unable to resolve the dispute, then the Parties shall participate in a mediation to be conducted at the Judicial Arbitration and Mediation Services (JAMS) in San Francisco, CA. The mediation shall be before a single mediator and, unless otherwise agreed by the Parties, shall not exceed two (2) days in length. The costs of any such mediation shall be borne equally by the Parties. If the dispute is not resolved at mediation, the disputed budget, scope, schedule, or selection of the Project Manager proposed by City shall stand and Developer shall have the right to seek mandamus or other equitable relief as may be available under applicable law.

(3) City shall provide Developer on a monthly or quarterly basis (as mutually agreed to by the Parties in writing) an invoice which shall include: the Project Manager's hourly rate, the number of hours the Project Manager worked on Project activities during the previous month or quarter (as mutually agreed to by the Parties in writing), and a brief, non-confidential description of the work the Project Manager performed on Project activities. Developer shall submit payment of any invoice within sixty (60) days of receipt of City's invoice.

(4) Further details regarding the process and timing for billing and

payment of the City's costs associated with the Project Manager shall be documented in an Operating Memorandum to be entered into within sixty (60) days of City's receipt of Developer's notice provided pursuant to the opening paragraph of Section 9.3C.

(5) Developer may, from time to time, but in no event more than once in any twelve (12)-month period, at Developer's sole cost and expense, request an audit of the City invoices described in this Section and non-confidential supporting documentation therefor, provided any such audit is initiated within one (1) year after Developer's receipt of the invoice. If an audit reveals that the actual costs were less than the amount of any City invoice provided in accordance with this Section, then within sixty (60) days following receipt of the invoice or audit results, Developer shall provide notice of the amount disputed and the reason for the dispute, and the Parties shall use good faith efforts to reconcile or resolve the dispute as soon as practicable.

(6) Developer's obligation to fund the costs of the Project Manager shall terminate upon Completion of Construction of the last Improvement for the Project. In addition, on thirty (30) days' prior written notice from Developer of an anticipated temporary suspension of at least ninety (90) days of the implementation of the Project Approvals and processing of Subsequent Project Approvals, Developer's obligation to fund the costs of the Project Manager shall be suspended until Developer resumes the implementation of the Project Approvals or processing of Subsequent Project Approvals, at which time Developer's obligation to fund the costs of the Project Manager shall resume. Developer shall provide City with at least sixty (60) days' written notice of its intent to resume implementation of the Project Approvals or processing of Subsequent Project Approvals. City will use good faith efforts in consultation with Developer to locate an alternate Project Manager within a reasonable period of time in the event that the Project Manager in place prior to the suspension (i) will not be used, as determined in City's reasonable discretion, or (ii) declines to act as Project Manager.

Section 9.4 Other Agency Subsequent Project Approvals; Authority of City. Other public agencies not within the control of City may possess authority to regulate aspects of the development of the Property separately from or jointly with City, and this Agreement does not limit the authority of such other public agencies. Nevertheless, City shall be bound by, and shall abide by, its covenants and obligations under this Agreement in all respects when dealing with any such agency regarding the Property. City shall cooperate with Developer, at Developer's expense, to the extent appropriate and as permitted by law, in Developer's efforts to obtain, as may be required, Other Agency Subsequent Project Approvals. Nothing in this Section 9.4 shall relieve Developer of its obligation to comply with the Project Approvals, notwithstanding any conflict between the Other Agency Subsequent Project Approvals and the Project Approvals.

Section 9.5 Implementation of Necessary Mitigation Measures. Developer shall, at its sole cost and expense, comply with the Project MMRP requirements as applicable to the Property and Project.

Section 9.6 Cooperation in the Event of Legal Challenge.

A. The filing of any third-party lawsuit(s) against City or Developer relating to this Agreement, the Project Approvals or construction of the Project shall not delay or stop the development, processing or construction of the Project or approval of any Subsequent Project

Approvals, unless a court order prevents the activity. City shall not stipulate to or cooperate in the issuance of any such order.

B. City and Developer shall cooperate in the defense of any court action or proceeding instituted by a third-party or other governmental entity or official challenging the validity of any of the Project Approvals (“**Litigation Challenge**”), and the Parties shall keep each other informed of all developments relating to such defense, subject only to confidentiality requirements that may prevent the communication of such information. To the extent Developer desires to contest or defend such Litigation Challenge, (i) Developer shall take the lead role defending such Litigation Challenge and may, in its sole discretion, elect to be represented by the legal counsel of its choice; (ii) City may, in its sole discretion, elect to be separately represented by the legal counsel of its choice, selected after consultation with Developer, in any action or proceeding, with the reasonable costs of such representation to be paid by Developer; (iii) Developer shall reimburse City, within forty-five (45) days following City’s written demand therefor, which may be made from time to time during the course of such litigation, all reasonable costs incurred by City in connection with the Litigation Challenge, including City’s reasonable administrative, legal, and court costs and City Attorney oversight expenses; and (iv) Developer shall indemnify, defend, and hold harmless City Parties from and against any damages, attorneys’ fees or cost awards, including attorneys’ fees awarded under Code of Civil Procedure section 1021.5, assessed or awarded against City by way of judgment, settlement, or stipulation. Upon request by Developer, City shall enter into a joint defense agreement in a form reasonably acceptable to the City Attorney and Developer to facilitate the sharing of materials and strategies related to the defense of such Litigation Challenge without waiver of attorney client privilege. Any proposed settlement of a Litigation Challenge by a Party shall be subject to the approval of the other Party, such approval not to be unreasonably withheld, conditioned or delayed; provided, however, that Developer may settle Litigation without consent of the City if the settlement does not require any changes to any Project Approvals or action by the City. If the terms of the proposed settlement would constitute an amendment or modification of any Project Approvals, the settlement shall require such amendment or modification to be approved by City in accordance with Applicable Law, and City reserves its full discretion in accordance with Applicable Law with respect thereto. If Developer opts not to contest or defend such Litigation Challenge, City shall have no obligation to do so, but shall have the right to do so at its own expense.

Section 9.7 Revision to Project. In the event of a court order issued as a result of a successful Litigation Challenge, City shall, to the extent permitted by law or court order, in good faith seek to comply with the court order in such a manner as will maintain the integrity of the Project Approvals and avoid or minimize to the greatest extent possible (i) any impact to the development of the Project as provided for in, and contemplated by, the Project Approvals, or (ii) any conflict with the Project Approvals or frustration of the intent or purpose of the Project Approvals.

Section 9.8 State, Federal or Case Law. Where any state, federal or case law allows City to exercise any discretion or take any act with respect to that law, City shall, in an expeditious and timely manner, at the earliest possible time, (i) exercise its discretion in such a way as to be consistent with, and carry out the terms of, this Agreement, and (ii) take such other actions as may be necessary to carry out in good faith the terms of this Agreement.

Section 9.9 Defense of Agreement. City, at Developer's expense, shall take all actions that are necessary or advisable to uphold the validity and enforceability of this Agreement. If this Agreement is adjudicated or determined to be invalid or unenforceable, City agrees, subject to all legal requirements, to consider modifications to this Agreement acceptable to Developer to render this Agreement valid and enforceable to the extent permitted by Applicable Law. In the event of a Litigation Challenge, Developer may terminate this Agreement and abandon the Project and, following such termination, Developer shall have no further obligation to pay for the costs of defense of this Agreement other than incurred by the City in seeking to have any such Litigation Challenge dismissed as moot.

ARTICLE 10 ASSIGNMENT AND PILOT AGREEMENT

Section 10.1 Transfers and Assignments. Developer shall have the right to sell, assign or transfer any portion of the Property without the consent of City; provided, however, in no event shall the rights, duties and obligations conferred or imposed upon Developer pursuant to this Agreement be at any time transferred in whole or part ("**Transfer**") except through a transfer of the Property or portion thereof and no such Transfer of this Agreement shall be made prior to substantial completion of the Project without the prior written consent of City Manager, not to be unreasonably withheld, conditioned, or delayed, in accordance with the provisions of this Article 10. Upon Developer's request, City, at Developer's expense, shall cooperate with Developer and any proposed transferee of any portion of the Property to allocate and Transfer rights, duties and obligations under this Agreement and the Project Approvals between the transferred Property and the retained Property.

Developer shall notify City of any proposed Transfer of this Agreement at least sixty (60) days prior to completing any Transfer. City shall approve or disapprove the requested Transfer of this Agreement with respect to any portion of the Property within thirty (30) days after receipt of a written request for approval from Developer, together with such financial information and other documentation that City determines is reasonably necessary to evaluate the proposed transaction and the proposed assignee's experience, reputation and qualifications. City shall not unreasonably withhold, condition or delay its approval of a proposed Transfer of this Agreement to a reputable assignee who has (i) at least ten (10) years' experience in the development, ownership, operation and management of similar-size or larger developments of the type to be undertaken on the transferred portion of the Property without any record of material violations of Applicable Laws, and (ii) the financial resources and wherewithal to develop and effectively manage the Project or pertinent component of the Project. The approved assignee shall be required to assume Developer's rights and obligations under this Agreement with respect to the transferred portion of the Property pursuant to an assignment and assumption agreement in substantially the same form attached hereto as Exhibit G. No later than ten (10) business days after the date the assignment becomes effective, Developer shall deliver to City a conformed copy of the fully executed and recorded assignment and assumption agreement.

Notwithstanding anything to the contrary provided herein, Mercy Housing is preapproved as a transferee of this Agreement with respect to the senior affordable housing component of the Project.

Section 10.2 Release upon Transfer. Upon the Transfer of all or any of Developer's rights and interests under this Agreement pursuant to this Article 10, Developer shall

automatically be released from its obligations and liabilities under this Agreement with respect to that portion of the Property transferred and the rights and/or obligations Transferred, and any subsequent default or breach with respect to the transferred rights and/or obligations shall not constitute a default or breach with respect to the retained rights and/or obligations under this Agreement, provided that (i) Developer has provided to City written Notice of such Transfer, and (ii) the transferee executes and delivers to City a written agreement in accordance with Section 10.1 above. Upon any Transfer of any portion of the Property and the express assumption of Developer's obligations under this Agreement by such transferee, City agrees to look solely to the transferee for compliance by such transferee with the provisions of this Agreement as such provisions relate to the portion of the Property acquired by such transferee. Except as otherwise provided in this Agreement, a default by any transferee shall only affect that portion of the Property owned by such transferee and shall not cancel or diminish in any way Developer's rights hereunder with respect to any portion of the Property not owned by such transferee. The transferor and the transferee shall each be solely responsible for the reporting and annual review requirements relating to the portion of the Property owned by such transferor/transferee and the rights and/or obligations under this Agreement assumed by such transferee, and any amendment to this Agreement between City and a transferor or a transferee shall only affect the portion of the Property owned by and the rights and/or obligations retained and/or assumed by such transferor or transferee. Failure to deliver a written assumption agreement hereunder shall not affect the running of any covenants herein with the land, as provided in Section 12.4 below, nor shall such failure negate, modify or otherwise affect the liability of any transferee pursuant to the provisions of this Agreement.

Section 10.3 PILOT. Prior to the issuance of the first building permit for the Project or any transfer of any portion of the Property, whichever is earlier, Developer and City shall enter into a Payment In Lieu of Taxes Agreement (“**PILOT Agreement**”) to be recorded in the Official Records of the County of San Mateo against the Main Project Site and Developer shall cause LLBG Properties, LLC to enter into a PILOT Agreement to be recorded in the Official Records of the County of San Mateo against the Hamilton Parcels. Each PILOT Agreement shall require that if any portion of the Property is sold or transferred to an entity that applies for and is granted a "welfare exemption" pursuant to Section 214 of the California Revenue and Taxation Code, or any successor provision, or any other exemption from the payment of real or personal property taxes of any nature, Developer or LLBG Properties, LLC or the proposed transferee, as applicable, must pay annually to the City, a payment in lieu of taxes in an amount equal to the portion of the real and personal property tax levy the City would have received but for the exemption as reasonably determined by the City and as increased annually by the amount permitted under the provisions of Article XIII A, Section 2, of the California Constitution. Notwithstanding the foregoing, nothing in this Section 10.3 shall apply to any transfer to a non-profit developer for the purpose of constructing the stand-alone senior affordable component of the project.

ARTICLE 11 DEFAULT; REMEDIES; TERMINATION

Section 11.1 Breach and Default. Subject to extensions of time under Section 2.2B or by mutual consent in writing, and subject to a Mortgagee's right to cure under Section 7.3, failure by a Party to perform any material action or covenant required by this Agreement (not including any failure by Developer to perform any term or provision of any other Project

Approval) within thirty (30) days following receipt of written Notice from the other Party specifying the failure shall constitute a “**Default**” under this Agreement; provided, however, that if the failure to perform cannot be reasonably cured within such thirty (30) day period, a Party shall be allowed additional time as is reasonably necessary to cure the failure so long as such Party commences to cure the failure within the thirty (30) day period and thereafter diligently prosecutes the cure to completion. Any Notice of Default given hereunder shall specify in detail the nature of the failures in performance that the noticing Party claims constitutes the Default, all facts constituting evidence of such failure, and the manner in which such failure may be satisfactorily cured in accordance with the terms and conditions of this Agreement. During the time periods herein specified for cure of a failure of performance, the Party charged therewith shall not be considered to be in Default for purposes of (a) termination of this Agreement, (b) institution of legal proceedings with respect thereto, or (c) issuance of any approval with respect to the Project. The waiver by either Party of any Default under this Agreement shall not operate as a waiver of any subsequent breach of the same or any other provision of this Agreement.

Section 11.2 Termination. In the event of a Default by a Party, the non-defaulting Party shall have the right to institute legal proceedings pursuant to Section 11.3 and/or terminate this Agreement effective immediately upon giving notice of intent to terminate. Termination of this Agreement shall be subject to the provisions of Section 11.7 hereof. In the event that this Agreement is terminated pursuant to Section 6.1 herein or this Section 11.2 and the validity of such termination is challenged in a legal proceeding that results in a final decision that such termination was improper, then this Agreement shall immediately be reinstated as though it had never been terminated.

Section 11.3 Legal Actions.

A. Institution of Legal Actions. In addition to any other rights or remedies, a Party may institute legal action to cure, correct or remedy any Default, to enforce any covenants or agreements herein, to enjoin any threatened or attempted violation thereof, or to obtain any other remedies consistent with the terms of this Agreement.

B. Acceptance of Service of Process. In the event that any legal action is commenced by Developer against City, service of process on City shall be made by personal service upon the City Clerk of City or in such other manner as may be provided by law. In the event that any legal action is commenced by City against Developer, service of process on Developer shall be made by personal service upon Developer’s registered agent for service of process, or in such other manner as may be provided by law.

Section 11.4 Rights and Remedies Are Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by a Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other Party, except as otherwise expressly provided herein.

Section 11.5 No Damages. In no event shall a Party, or its boards, commissions, officers, agents or employees, be liable in damages for any Default under this Agreement, it

being expressly understood and agreed that the sole legal remedy available to a Party for a breach or violation of this Agreement by the other Party shall be an action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement by the other Party, or to terminate this Agreement. This limitation on damages shall not preclude actions by a Party to enforce payments of monies or the performance of obligations requiring an obligation of money from the other Party under the terms of this Agreement, including, but not limited to, obligations to pay attorneys' fees and obligations to advance monies or reimburse monies. In connection with the foregoing provisions, each Party acknowledges, warrants and represents that it has been fully informed with respect to, and represented by counsel of such Party's choice in connection with, the rights and remedies of such Party hereunder and the waivers herein contained, and after such advice and consultation has presently and actually intended, with full knowledge of such Party's rights and remedies otherwise available at law or in equity, to waive and relinquish such rights and remedies to the extent specified herein, and to rely to the extent herein specified solely on the remedies provided for herein with respect to any breach of this Agreement by the other Party.

Section 11.6 Resolution of Disputes. With regard to any dispute involving the Project, the resolution of which is not provided for by this Agreement or Applicable Law, a Party shall, at the request of the other Party, meet with designated representatives of the requesting Party promptly following its request. The Parties to any such meetings shall attempt in good faith to resolve any such disputes. Nothing in this Section 11.6 shall in any way be interpreted as requiring that Developer and City reach agreement with regard to those matters being addressed, nor shall the outcome of these meetings be binding in any way on City or Developer unless expressly agreed to in writing by the Parties to such meetings. Nothing in this Section 11.6 shall prohibit either Party from pursuing any available remedies, including injunction relief, during the period of such discussions.

Section 11.7 Surviving Provisions. In the event this Agreement expires or is terminated, neither Party shall have any further rights or obligations hereunder, except for those obligations of Developer set forth in Section 3.5 (Life of Project Approvals), Section 4.6 (Prevailing Wage Requirements), Section 5.3 (Public Benefits) (provided, however, Public Benefits under Section 5.3 shall survive for seventeen (17) years following the Effective Date or such earlier or later date as such obligations terminate pursuant to Section 5.3), Section 5.7 (BMR Housing True Up Payment), Section 9.6 (Cooperation in the Event of Legal Challenge; provided, however, Developer shall have no obligation to defend any litigation if this Agreement has been terminated), or expressly set forth herein as surviving the expiration or termination of this Agreement. The termination or expiration of this Agreement shall not affect the validity of the Project Approvals (other than this Agreement).

Section 11.8 Effects of Litigation. In the event litigation is timely instituted, and a final judgment is obtained, which invalidates in its entirety this Agreement, neither Party shall have any obligations whatsoever under this Agreement, except for those obligations which by their terms survive termination hereof.

Section 11.9 California Claims Act. Compliance with the procedures set forth this ARTICLE 11 shall be deemed full compliance with the requirements of the California Claims Act (Government Code Section 900 *et seq.*) including, but not limited to, the notice of an event

of default hereunder constituting full compliance with the requirements of Government Code Section 910.

ARTICLE 12 MISCELLANEOUS PROVISIONS

Section 12.1 Incorporation of Recitals, Exhibits and Introductory Paragraph. The Recitals contained in this Agreement, the introductory paragraph preceding the Recitals and the Exhibits attached hereto are hereby incorporated into this Agreement as if fully set forth herein.

Section 12.2 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual written agreement of the Parties.

Section 12.3 Construction. Each reference herein to this Agreement or any of the Existing Approvals or Subsequent Project Approvals shall be deemed to refer to the Agreement, Existing Approval or Subsequent Project Approval as it may be amended from time to time in accordance with the terms of this Agreement, whether or not the particular reference refers to such possible amendment. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions of this Agreement. This Agreement has been reviewed and revised by legal counsel for City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement. Unless the context clearly requires otherwise, (i) the plural and singular numbers shall each be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall each be deemed to include the others; (iii) “shall,” “will,” or “agrees” are mandatory, and “may” is permissive; (iv) “or” is not exclusive; (v) “include,” “includes” and “including” are not limiting and shall be construed as if followed by the words “without limitation;” (vi) “days” means calendar days unless specifically provided otherwise; and (vii) references to Sections shall be deemed to refer to Sections in this Agreement unless specifically provided otherwise.

Section 12.4 Covenants Running with the Land. Except as otherwise more specifically provided in this Agreement, this Agreement and all of its provisions, rights, powers, standards, terms, covenants and obligations, shall be binding upon the Parties and their respective successors (by merger, consolidation, or otherwise) and assigns, and all other persons or entities acquiring the Property, or any interest therein or portion thereof, and shall inure to the benefit of the Parties and their respective successors and assigns, as provided in Government Code section 65868.5.

Section 12.5 Notices. Any notice or communication required hereunder between City and Developer (“**Notice**”) must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express or other similar courier promising overnight delivery. If personally delivered, a Notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by registered or certified mail, such Notice shall be deemed to have been given and received on the first to occur of

(i) actual receipt by any of the addressees designated below as the Party to whom Notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such Notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a Notice shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written Notice to the other Party hereto, designate any other address in substitution of the address to which such Notice shall be given. Such Notices shall be given to the Parties at their respective addresses set forth below.

To City: City of Menlo Park
Community Development
701 Laurel Street
Menlo Park, CA 94025
Attn: Community Development Director

and

City of Menlo Park
Community Development
701 Laurel Street
Menlo Park, CA 94025
Attn: City Manager

With a copy to: Burke, Williams & Sorensen, LLP
181 Third Street
Suite 200
San Rafael, CA 94901-6587
Attn: Nira Doherty

To Developer: c/o Meta Platforms, Inc.
1 Hacker Way
Menlo Park, CA 94025
Attention: Facilities, Real Estate Development

With a copy to: c/o Meta Platforms, Inc.
1 Hacker Way
Menlo Park, CA 94025
Attention: Real Estate Counsel

Section 12.6 Counterparts and Exhibits; Entire Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original. This Agreement, together with the Project Approvals and attached Exhibits, constitutes the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements of the Parties with respect to all or any part of the subject matter hereof.

Section 12.7 Recordation of Agreement. Pursuant to California Government Code Section 65868.5, no later than ten (10) days after the Effective Date, the City Clerk shall record

an executed copy of this Agreement in the Official Records of the County of San Mateo. Thereafter, if this Agreement is terminated, modified or amended, the City Clerk shall record notice of such action in the Official Records of the County of San Mateo.

Section 12.8 No Joint Venture or Partnership. It is specifically understood and agreed to by and between the Parties hereto that: (i) the subject development is a private development; (ii) City has no interest or responsibilities for, or duty to, third parties concerning any public improvements constructed by Developer as part of the Project until such time, and only until such time, that City accepts the same pursuant to the provisions of this Agreement or in connection with the various Existing Approvals or Subsequent Project Approvals; (iii) Developer shall have full power over and exclusive control of the Project herein described, subject only to the limitations and obligations of Developer under this Agreement, Existing Approvals, Subsequent Project Approvals, and Applicable Law; and (iv) City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership between City and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Developer.

Section 12.9 Waivers. Notwithstanding any other provision in this Agreement, any failures or delays by any Party in asserting any of its rights and remedies under this Agreement shall not operate as a waiver of any such rights or remedies or deprive any such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. A Party may specifically and expressly waive in writing any condition or breach of this Agreement by the other Party, but no such waiver shall constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other provision. Consent by one Party to any act by the other Party shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or similar acts in the future.

Section 12.10 California Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions. The exclusive venue for any disputes or legal actions shall be the Superior Court of California in and for the County of San Mateo, except for actions that include claims in which the Federal District Court for the Northern District of the State of California has original jurisdiction, in which case the Northern District of the State of California shall be the proper venue.

Section 12.11 City Approvals and Actions. Whenever reference is made herein to an action or approval to be undertaken by City, the City Manager or his or her designee is authorized to act on behalf of City, unless specifically provided otherwise or the context requires otherwise. Wherever this Agreement permits the City Manager to exercise his/her discretion with respect to any of the terms and provisions herein, including but not limited to approval of an Extension Request, modifications to the timing set forth in Exhibit D and Exhibit F, Administrative Amendments, operating memoranda, and approval of a Transfer, as otherwise permitted in this Agreement, the City Manager shall advise the City Council of such exercise of discretion and where practical shall consult with the Mayor and/or the City Council prior to exercising such discretion. Notwithstanding such requirement to inform and consult with the

City Council, Developer may rely on any writing evidencing the exercise of discretion by the City Manager.

Section 12.12 City Funding for Affordable Housing. Notwithstanding anything to the contrary in this Agreement, City shall have no obligation to contribute any monies from its Below Market Rate Housing Fund to finance affordable housing for the Project. Notwithstanding the foregoing, in the event that Developer provides any funding to the City for the senior affordable parcel to qualify for the County of San Mateo Affordable Housing Fund, or similar program that requires local matching funds, then such funds shall not be deposited into the City's Below Market Rate Housing Fund and shall be used in accordance with the local matching fund requirement to advance affordable housing development associated with the Project.

Section 12.13 Estoppel Certificates. A Party may, at any time during the Term of this Agreement, and from time to time, deliver written Notice to the other Party requesting such Party to certify in writing that, to the knowledge of the certifying Party, (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended or modified either orally or in writing, or if amended, identifying the amendments; (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults; and (iv) any other information reasonably requested. The requesting Party shall be responsible for all reasonable costs incurred by the Party from whom such certification is requested and shall reimburse such costs within thirty (30) days of receiving the certifying Party's request for reimbursement. The Party receiving a request hereunder shall execute and return such certificate or give a written, detailed response explaining why it will not do so, within twenty (20) days following the receipt of Notice requesting such certificate. The failure of either Party to provide the requested certificate within such twenty (20) day period shall constitute a confirmation that this Agreement is in full force and effect and no modification or default exists. The City Manager shall have the right to execute any certificate requested by Developer hereunder. City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

Section 12.14 No Third-Party Beneficiaries. City and Developer hereby renounce the existence of any third-party beneficiary to this Agreement and agree that nothing contained herein shall be construed as giving any other person or entity third-party beneficiary status.

Section 12.15 Signatures. Each Party represents that the individuals executing this Agreement on behalf of such Party have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Developer and City and that all necessary board of directors', shareholders', partners', city councils' or other approvals have been obtained.

Section 12.16 Further Actions and Instruments. Each Party to this Agreement shall cooperate with and provide reasonable assistance to the other Party and take all actions necessary to ensure that the Parties receive the benefits of this Agreement, subject to satisfaction of the conditions of this Agreement. Upon the request of any Party, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement.

Section 12.17 Limitation on Liability. In no event shall: (a) any partner, officer, director, member, shareholder, employee, affiliate, manager, representative, or agent of Developer or any general partner of Developer or its general partners be personally liable for any breach of this Agreement by Developer, or for any amount which may become due to City under the terms of this Agreement; or (b) any member, officer, agent or employee of City be personally liable for any breach of this Agreement by City or for any amount which may become due to Developer under the terms of this Agreement.

[Remainder of page left intentionally blank – signature page follows]

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and City as of the day and year first above written.

CITY:

CITY OF MENLO PARK, a California
municipal corporation

By: _____
Justin Murphy, City Manager
[signature must be notarized]

APPROVED AS TO FORM:

By: _____
Nira Doherty, City Attorney

ATTEST:

By: _____
_____, City Clerk

DEVELOPER:

PENINSULA INNOVATION PARTNERS,
LLC, a Delaware limited liability company

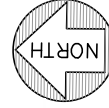
By: _____
Name: _____
Title: _____
[signature must be notarized]

By: _____
Name: _____
Title: _____
[signature must be notarized]

EXHIBIT A-1-1
MAIN PROJECT SITE MAP
(ATTACHED)

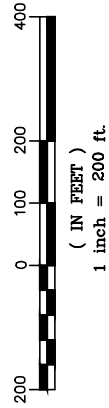
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L2	143.14	N24° 45' 44"E
L3	864.41	N22° 05' 00"E
L4	144.98	N19° 19' 09"E
L5	71.06	N22° 05' 00"E
L6	1324.41	N84° 59' 41"E
L7	1612.25	S10° 08' 21"W
L8	1182.95	S88° 08' 54"W
L9	668.96	N79° 51' 49"W
L10	2.12	N25° 35' 47"E
L11	1324.41	N84° 59' 45"E
L12	1612.25	S10° 07' 20"W
L13	1182.46	S88° 07' 50"W
L14	669.55	N79° 55' 00"W

Curve Table			
Curve #	Length	Radius	Delta
C1	251.79	11509.17	1°15'13"
C2	74.34	1536.52	2°46'19"
C3	55.72	1032.50	3°05'31"



NOTES
(L11) RECORD DATA FROM
99 M 82-83

GRAPHIC SCALE



DATE	DESCRIPTION

FEYER LAUREL INC.
 CIVIL ENGINEERS • SURVEYORS • CONSTRUCTION MANAGERS
 1501 S. GARDEN AVENUE, SUITE 1000 • CARLSBAD, CA 92008
 (415) 524-7070 • www.feyerlaurel.com

DATE:	9/26/2022
SCALE:	AS SHOWN
DESIGNED:	RUL
CHECKED:	DCF
DATE ENR:	

SHEET	1
OF 1 SHEETS	
JOB NO.	300001

PROJECT SITE PLAT
WILLOW VILLAGE
MENLO PARK, CALIFORNIA

EXHIBIT A-1-2
HAMILTON PARCELS MAP
(ATTACHED)

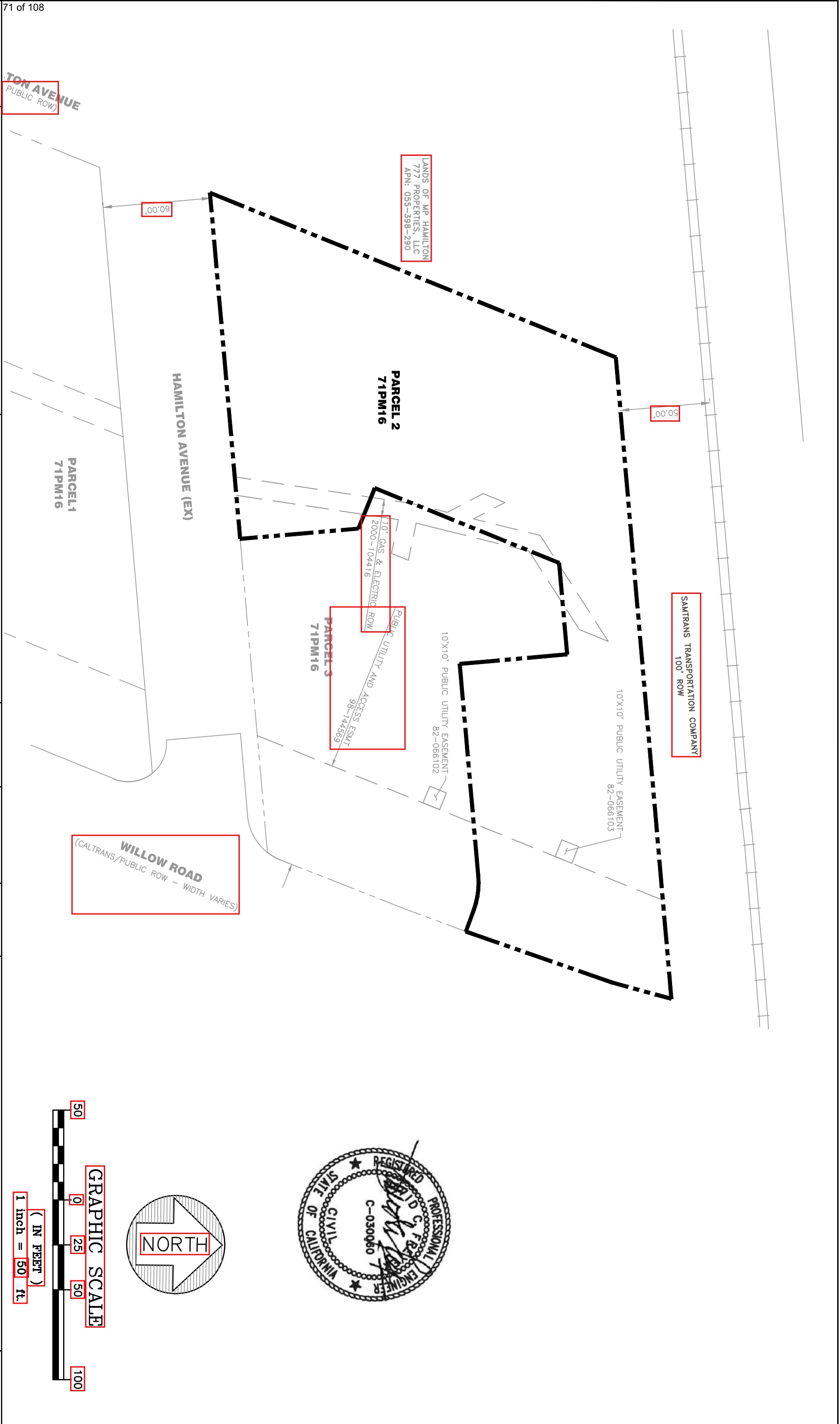
DATE: 10/19/2022
 SCALE: AS SHOWN
 DESIGNED: RIL
 DRAWN: RIL
 CHECKED: DJF
 PROJ. ENGR:

FT FREYER & LAURETA, INC.
 CIVIL ENGINEERS • SURVEYORS • CONSTRUCTION MANAGERS
 150 Executive Blvd • Suite 4200 • San Francisco, CA 94134
 (415)534-7070 • www.ftfreyerlaureta.com

DESCRIPTION	DATE

PARCEL 2
WILLOW VILLAGE
MENLO PARK, CALIFORNIA

SHEET 1 OF 1 SHEETS
 JOB NO. **300001**



DATE: 10/19/2022
 SCALE: AS SHOWN
 DESIGNED: RJJ
 DRAWN: RJJ
 CHECKED: DJF
 PROJ. ENGR:

FT FREYER & LAURETA, INC.
 CIVIL ENGINEERS • SURVEYORS • CONSTRUCTION MANAGERS
 150 Executive Blvd • Suite 4200 • San Francisco, CA 94134
 (415)534-7070 • www.ftfreyerlaureta.com

DESCRIPTION	DATE

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PARCEL 3
WILLOW VILLAGE
MENLO PARK, CALIFORNIA

SHEET 1 OF 1 SHEETS
 JOB NO. **300001**

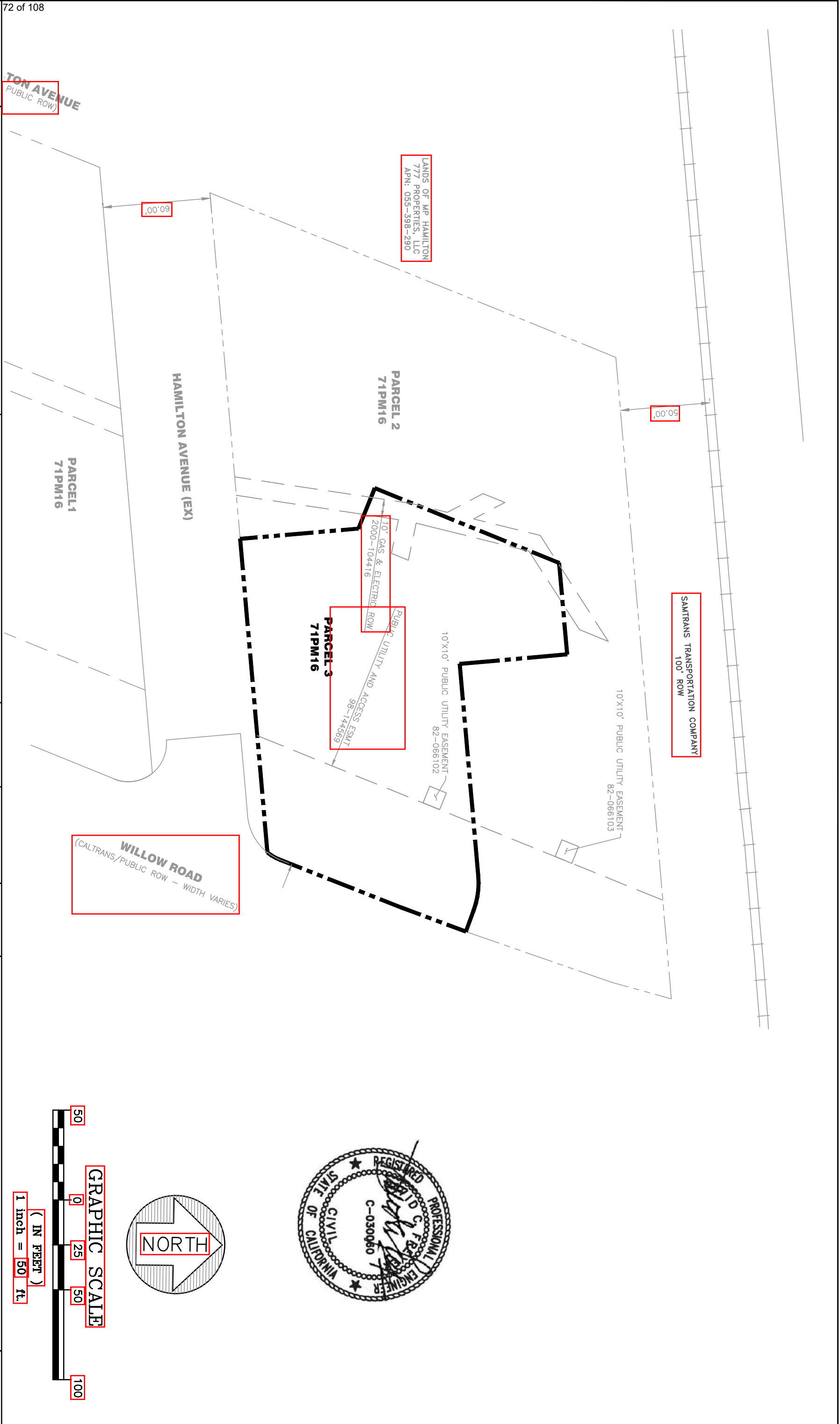


EXHIBIT A-2-1
MAIN PROJECT SITE LEGAL DESCRIPTION
(ATTACHED)

**LEGAL DESCRIPTION
WILLOW VILLAGE SITE
MENLO PARK, CALIFORNIA**

The land referred to is situated in the City of Menlo Park, County of San Mateo, State of California and is described as follows:

BEGINNING at the southwesterly corner of Parcel S; as shown on that certain map entitled "Menlo Industrial Center, City of Menlo Park, San Mateo County, California" filed in the office of the County Recorder of San Mateo County, State of California, on October 1, 1979, in Volume 99 of Maps at Pages 81-83, thence,

North 22°05'00" East, 120.17 feet; thence,

North 24°45'44" East, 143.14 feet; thence,

Along a tangent curve to the left, having a radius of 1,536.52 feet, length of 74.34 feet, and a delta angle of 02°46'19"; thence,

North 22°05'00" East, 864.41 feet; thence,

Along a tangent curve to the left, having a radius of 1,032.50 feet, length of 55.72 feet, and a delta angle of 03°05'31"; thence,

North 25°35'47" East, 2.12 feet; thence,

North 19°19'09" East, 144.98 feet; thence,

North 22°05'00" East, 71.06 feet; thence,

North 84°59'41" East, 1,324.41 feet; thence,

Along a tangent curve to the left, having a radius of 11,509.17 feet, length of 251.79 feet, and a delta angle of 01°15'13"; thence,

South 10°08'21" West, 1,612.25 feet; thence,

South 88°08'54" West, 1,182.95 feet; thence,

North 79°51'49" West, 668.96 feet to the **POINT OF BEGINNING**.

Containing 2,577,434.20 square feet (59.17 acres), more or less.



September 30, 2022

EXHIBIT A-2-2

HAMILTON PARCELS LEGAL DESCRIPTION

(ATTACHED)

**LEGAL DESCRIPTION
PARCEL 2
PARCEL MAP FOR BELLE HAVEN RETAIL CENTER
MENLO PARK, CALIFORNIA**

Parcel 2 as shown on that Map titled “Parcel Map for Belle Haven Retail Center”, which map was filed in the Office of the Recorder of San Mateo County, on December 31st in Book 71 of Maps, pages 15-16.

Containing 51,011 square feet, more or less.

October 19, 2022



**LEGAL DESCRIPTION
PARCEL 3
PARCEL MAP FOR BELLE HAVEN RETAIL CENTER
MENLO PARK, CALIFORNIA**

Parcel 3 as shown on that Map titled “Parcel Map for Belle Haven Retail Center”, which map was filed in the Office of the Recorder of San Mateo County, on December 31st in Book 71 of Maps, pages 15-16.

Containing 28,191 square feet, more or less.

October 19, 2022



EXHIBIT B

LLBG PROPERTIES, LLC CONSENT

LLBG Properties, LLC, a Delaware limited liability company, (“**LLBG Properties**”) has reviewed the terms and conditions of that certain Development Agreement dated as of on or about _____, 2022, by and between Peninsula Innovation Partners, LLC, a Delaware limited liability company, and the City of Menlo Park, a California municipal corporation, (the “**Development Agreement**”) and hereby consents to the terms and conditions of the Development Agreement and the recordation of the Agreement against the property owned by LLBG Properties described in Exhibit A-2-2 to the Development Agreement.

LLBG PROPERTIES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT C

IMPACT FEES

1. Transportation Impact Fee (Municipal Code Chapter 13.26)
2. Building Construction Street Impact Fee
3. Below Market Rate Housing Program (Municipal Code Chapter 16.96) [Note – being satisfied through provision of on-site affordable housing in accordance with Project affordable housing agreements and this Agreement rather than through payment of fee]
4. Residential Subdivision Recreation in Lieu Fees (Municipal Code Section 15.16.020) [Note – fee not applicable to current Project due to lack of for-sale residential units]

EXHIBIT D

WILLOW VILLAGE PHASING PLAN

Project Component	Timing/Milestones ¹	Required Minimum Number of Residential and BMR Units associated with such Phase of Construction ²
1. Demolition, Grading, and Infrastructure Installation	1. Commence construction following approval of all applicable Improvement Plans for the area of construction.	
2. Elevated Park and Meeting and Collaboration Space (“MCS”)	2. Commence construction concurrently with or after completion of demolition, grading and infrastructure for the area of construction.	

¹ The milestones set forth in this exhibit are based upon Developer’s plan to construct six (6) office buildings as reflected in the Willow Village CDP. In the event that office building square footages shift considerably in the reasonable judgment of the City Manager (e.g., increase by more than twenty-five percent (25%) as to any office building or buildings that trigger(s) a milestone) or combine, the obligations set forth in this exhibit shall shift in a correlative manner through a meet and confer process between the Parties, with resulting changes to this exhibit being documented in writing by the Parties through an Operating Memorandum pursuant to Section 8.7 of this Agreement. Nothing in this Footnote authorizes an increase in the total office building square footage for the Project above the amount approved in the Project Approvals.

² Final distribution of residential units, including BMR units, to be determined at building permit for each building containing residential units. Reduction from required minimum number of units by up to five percent (5%) within phases is permitted. Reduction from required number of units by more than five percent (5%) but less than up to ten percent (10%) within phases requires approval through an Operating Memorandum pursuant to Section 8.7 of this Agreement. Reduction from the required number of units by more than 10 percent (10%) within phases requires approval through amendment of this Agreement pursuant to Section 8.1 of this Agreement. A reduction in the aggregate total number of units of up to one percent (1%) at full build out (e.g. 1730 units) is permitted where such reduction is due to unexpected design or construction requirements, and a reduction of between one percent (1%) and five percent (5%) shall be permitted upon approval by the City Manager, but such a request shall not be denied where the City Manager determines that unexpected design or construction requirements necessitate such a reduction.

Project Component	Timing/Milestones ¹	Required Minimum Number of Residential and BMR Units associated with such Phase of Construction ²
3. First, Second and Third Office buildings ³	<p>3. Commence construction concurrently with or after commencement of Elevated Park and MCS.</p> <p>Complete Structural Podium of the mixed-use building on Parcel 2 (“<u>RS2</u>”) and the residential building on Parcel 6 (“<u>RS6</u>”) prior to final Certificate of Occupancy (“<u>COO</u>”) for first office building, but if a temporary COO has been issued, no later than 120 days from the issuance of a temporary COO for the first office building.</p> <p>Complete roof framing of RS2 and RS6 prior to final COO for the second office building, but if a temporary COO has been issued, no later than 120 days from the issuance of a temporary COO for the second office building.</p>	
4. Residential buildings RS2 and RS6	<p>4. Commence construction of RS2 on or before commencement of construction of first office building.</p> <p>Commence construction of RS6 within 90 days after commencement of construction of first office building.</p>	RS2 and RS6 have a combined total of 505 units, including 54 BMR units.

³ Office buildings as used in this Exhibit D excludes the MCS.

Project Component	Timing/Milestones ¹	Required Minimum Number of Residential and BMR Units associated with such Phase of Construction ²
5. Fourth Office building	<p>5. Commence construction of RS2 and RS6 prior to issuance of building permits for the fourth office building.</p> <p>Issue final COO for RS2 and RS6 prior to final COO for the fourth office building, but, if a temporary COO has been issued, no later than 120 days from the issuance of a temporary COO for the fourth office building.</p>	
6. Sixth Office building	<p>6. Complete construction of podium of the mixed-use building on Parcel 3 (“RS3”) and the residential building on Parcel 7 (“RS7”) prior to issuance of building permits for the sixth office building.</p> <p>Issue final COO for RS7 prior to final COO for the sixth office building, but, if a temporary COO has been issued, no later than 120 days from the issuance of a temporary COO for the sixth office building.</p> <p>Commence construction of the residential building on Parcel 4 (“RS4”) and the residential building on Parcel 5 (“RS5”) prior to final COO for the sixth office building, but, if a temporary COO has been issued, no later than 120 days after the issuance of a temporary COO for the sixth office building.</p>	<p>RS3 and RS7 (senior building) have a combined total of 539 units, including 162 BMR units.</p> <p>RS4 and RS5 have a combined total of 686 units, including 96 BMR units.</p>

EXHIBIT E-1
CONCEPTUAL SITE PLAN
(ATTACHED)



WILLOW VILLAGE

Menlo Park, CA

EXHIBIT E-2

CONCEPTUAL PUBLICLY ACCESSIBLE OPEN SPACE SITE PLAN

(ATTACHED)



WILLOW VILLAGE

Menlo Park, CA

Publicly Accessible Open Space

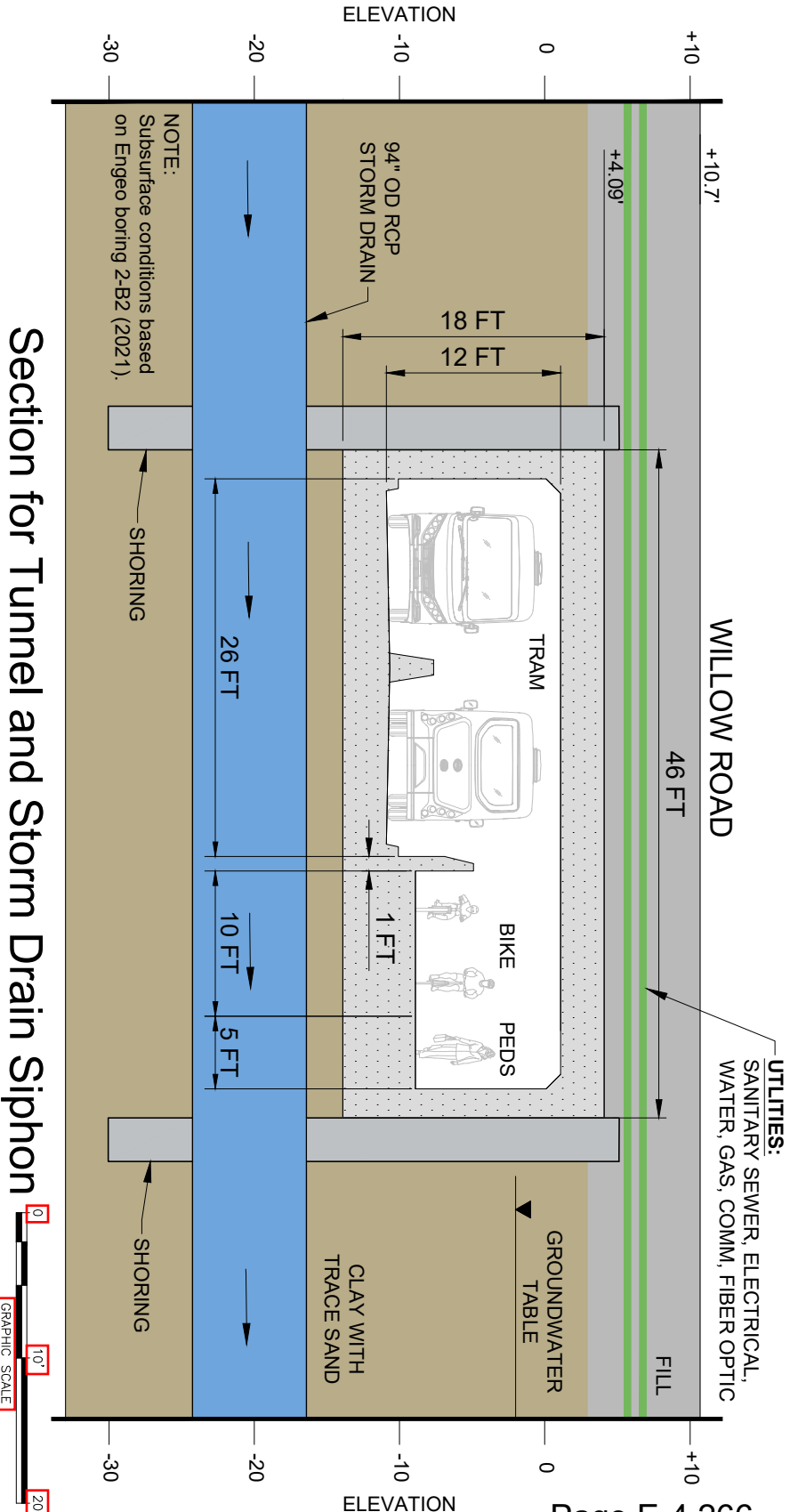
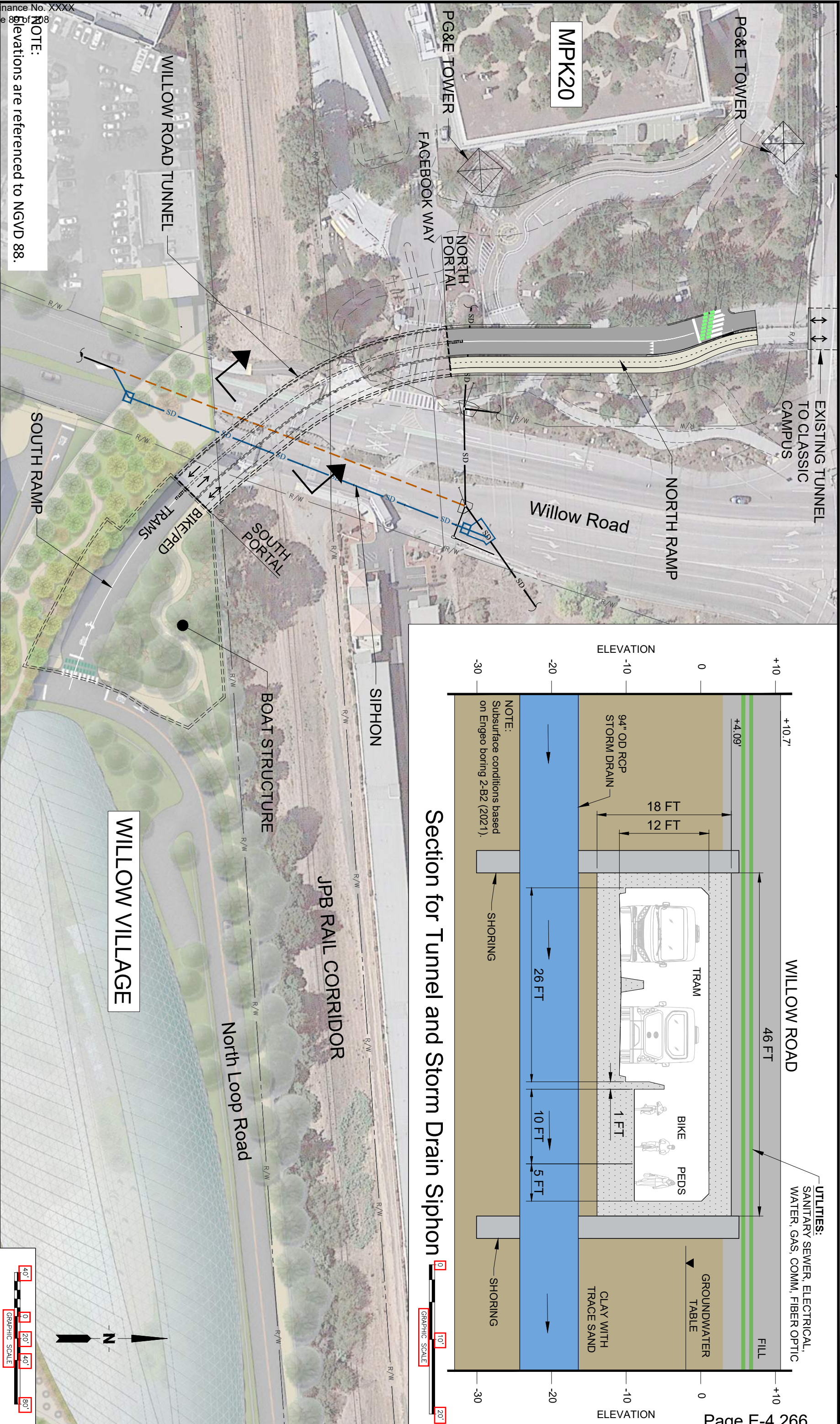
October 12, 2022

EXHIBIT E-3
CONCEPTUAL WILLOW ROAD TUNNEL
(ATTACHED)

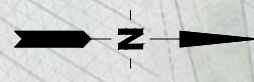
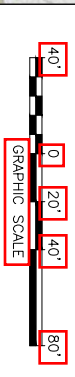


WSP USA, INC
425 Market Street, 17th Floor
San Francisco, CA 94105
wsp.com

NOTE:
Elevations are referenced to NGVD 88.



GENERAL LAYOUT
WILLOW ROAD TUNNEL AND NORTH & SOUTH RAMP



META WILLOW ROAD CROSSING

TUNNEL SCHEMATIC DESIGN
CUT AND COVER

TSD-1

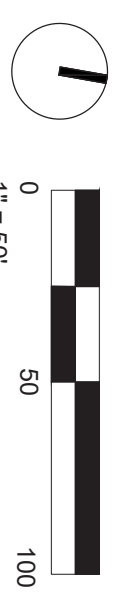
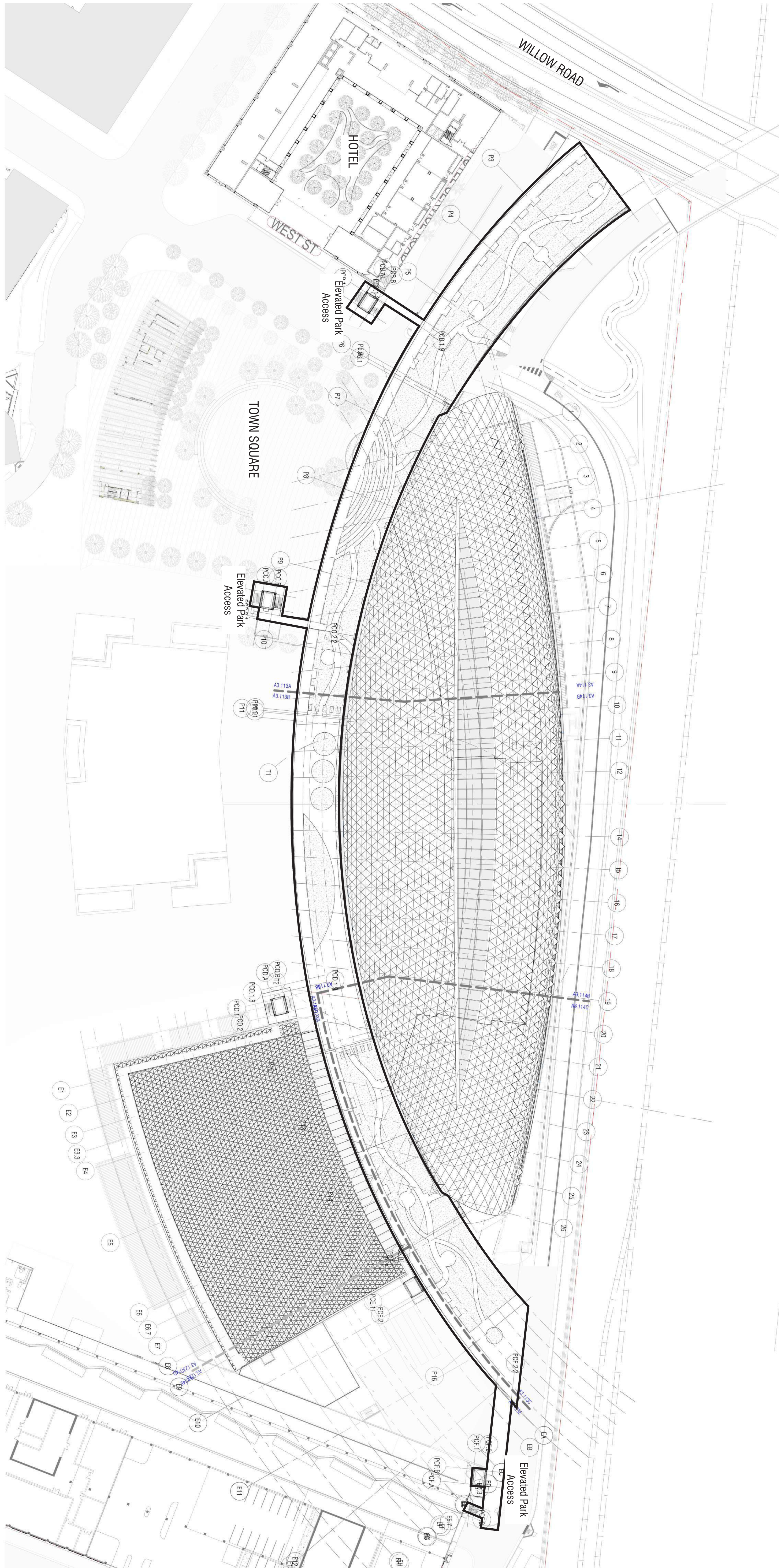
1 OF 12

DATE: 1/2/2023

EXHIBIT E-4

**CONCEPTUAL ALTERNATIVE DESIGN FOR ELEVATED
PARK VERTICAL TRANSPORTATION SYSTEM**

(ATTACHED)



DRAWING NO: A2.05	DRAWING TITLE: ROOF PLAN	WILLOW VILLAGE Architectural Control Package - Parcel 1 Menlo Park, CA	PENINSULA INNOVATION PARTNERS										
	SCALE: 1"=50'-0" <small>NOTE: THIS DRAWING IS FOR INFORMATION ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS ON THE GROUND. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.</small>												
REVISIONS <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>ISSUE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		NO.	DATE	ISSUE				MILESTONES <table border="1"> <thead> <tr> <th>DATE</th> <th>ISSUE</th> </tr> </thead> <tbody> <tr> <td>10/26/2022</td> <td>ACP Submittal</td> </tr> </tbody> </table>		DATE	ISSUE	10/26/2022	ACP Submittal
NO.	DATE	ISSUE											
DATE	ISSUE												
10/26/2022	ACP Submittal												

EXHIBIT F

**WILLOW VILLAGE COMMUNITY AMENITIES
TIMING PROVISIONS**

<u>Building Related Amenities</u>	<u>Timing/Milestones/Valuations</u>
1. Elevated Park/MCS	1. First Vertical Improvements to be constructed.
2. Grocery Store and Rent Subsidies	2. Grocery store located in RS2 (first residential building); ⁴ final COO for Grocery Store tenant improvements to be issued within 12 months after final COO for RS2, but, if a temporary COO has been issued, no later than 16 months from the issuance of a temporary COO for RS2. <u>In addition, final COO for the Grocery Store tenant improvements to be issued prior to final COO for the sixth office building, but, if a temporary COO has been issued, no later than 120 days from the issuance of a temporary COO for the sixth office building.</u>
<u>Offsite Amenity</u>	
1. Affordable Housing Contribution	1. Total contribution of \$6 Million to City, with an initial payment of \$3 Million upon issuance of first building permit for vertical construction and a second payment of \$3 Million on the first anniversary of such issuance.
2. Air Quality and Noise Monitoring Equipment Funding	2. Prior to issuance of the first demolition permit.
3. Willow Road Feasibility Study funding or for other use as determined by City	3. \$100,000 prior to issuance of first building permit for vertical construction.
4. Funding for Job Training Programs	4. Ongoing funding of \$8,304,907 total for: a) Year-up and Hub from February 2022- December 2024. b) Job Train from January 2022- December 2023.

⁴ RS2 is the residential building located on Parcel 2.

<u>Building Related Amenities</u>	Timing/Milestones/Valuations
5. Teacher Housing Rent Subsidies	5. Ongoing funding of \$1,745,319 total for February 2022- March 2024.
<u>Vertical Buildout Amenities</u>	
1. Bayfront Shuttle	1. Bayfront Shuttle to be operational at the earlier of the opening of the Grocery Store or the completion of the Elevated Park.
2. Bank/Credit Union	2. Complete Construction and secure final COO within 12 months after final COO for RS3, but, if a temporary COO has been issued, no later than 22 months after the issuance of a temporary COO for RS3.
3. First Phase Dining (9,000 SF of restaurants/cafes)	3. Complete Construction and secure final COO within 9 months after final COO for RS3, but, if a temporary COO has been issued, no later than 13 months after the issuance of a temporary COO for RS3.
4. Second Phase Dining (2 nd 9,000 SF of restaurants/cafes)	4. Complete Construction and secure final COO within 18 months after final COO for RS3, but, if a temporary COO has been issued, no later than 22 months after the issuance of a temporary COO for RS3.
5. First Phase Community Entertainment (12,500 SF of Community Entertainment)	5. Complete Construction and secure final COO within 18 months after final COO for RS3, but, if a temporary COO has been issued, no later than 22 months after the issuance of a temporary COO for RS3.
6. Second Phase Community Entertainment (2 nd 12,500 SF of Community Entertainment)	6. Complete Construction and secure final COO within 24 months after final COO for RS3, but, if a temporary COO has been issued, no later than 28 months after the issuance of a temporary COO for RS3.

<u>Building Related Amenities</u>	<u>Timing/Milestones/Valuations</u>
7. Pharmacy Services	<p>7. Timing is dependent on location; Complete Construction and secure final COO:</p> <p>a) if within Willow Hamilton retail center, then 12 months after completion of the Elevated Park elevator tower at the Hamilton center;</p> <p>b) if within Willow Village in RS3, then within 12 months after final COO for RS3, but, if a temporary COO has been issued, no later than 22 months after the issuance of a temporary COO for RS3;</p> <p>c) if within Willow Village in Office Building O2 Retail (east side of Main), then within 12 months after later of (i) final COO for RS3 to correspond with retail on the west side of Main (but, if a temporary COO has been issued, no later than 22 months after the issuance of a temporary COO for RS3) or (ii) final COO for O2 (but, if a temporary COO has been issued, no later than 22 months after the issuance of a temporary COO for O2); or</p> <p>d) if within Willow Village Parcel 2 in conjunction with the grocery store, then within 12 months after final COO for RS2, but, if a temporary COO has been issued, no later than 16 months from the issuance of a temporary COO for RS2</p>
<u>Publicly Accessible Open Space Amenities</u>	
1. Town Square Open Space	2. Complete Construction of Town Square improvements east of West Street, up to O4, within 12 months after completion of Town Square garage structural podium regardless of hotel status; commence construction of remainder within 6 months after final COO for hotel and complete within 18 months after final COO for hotel; maintain improvements following completion.
2. Elevated Park	5. Commence construction after issuance of first building permit for Elevated Park, and diligently prosecute to Completion of Construction
3. Excess Publicly Accessible Open Space	6. Construct concurrent with Completion of Construction of Elevated Park

EXHIBIT G
**FORM OF PARTIAL ASSIGNMENT AND
ASSUMPTION AGREEMENT**
(ATTACHED)

Recording Requested by and
When Recorded Return to:

SPACE ABOVE THIS LINE FOR RECORDER’S USE

**ASSIGNMENT AND ASSUMPTION AGREEMENT -
DEVELOPMENT AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (“**Agreement**”) is made and entered into as of _____, 20__, by and between _____, a _____ company (“**Assignor**”), and _____, a _____ company (“**Assignee**”).

RECITALS

A. Assignor owns that real property located in the City of Menlo Park (“**City**”), County of San Mateo, State of California, and more particularly described in Exhibit A attached hereto (the “**Property**”).

B. On the date hereof, Assignee is acquiring approximately __ acres of the Property as more particularly described in Exhibit B attached hereto (the “**Assigned Property**”).

C. The City and Peninsula Innovation Partners, LLC, a Delaware limited liability company, entered into that certain Development Agreement dated as of _____, 202_ and recorded against the Property on _____, 202_ as Instrument No. _____ in the San Mateo County Recorder’s Office (the “**Development Agreement**”).

D. Assignor desires to assign to Assignee all of Assignor’s rights, duties and obligations under the Development Agreement with respect to the Assigned Property only (excluding, however, Assignor’s obligations with respect to the construction of and/or payment for certain infrastructure and other project-wide items specified in Exhibit C, attached hereto (the “**Assignor Retained Obligations**”), for which Assignor remains responsible) (the “**Assigned Rights and Obligations**”), and Assignee desires to accept and assume Assignor’s rights and obligations under the Development Agreement with respect to the Assigned Property only (the “**Assumed Rights and Obligations**”), such assignment and assumption to be effective on the Effective Date (as defined in Section 1.3 below). The Assigned Rights and Obligations and the Assumed Rights and Obligations are referred to collectively herein as the “**Assigned Property Rights and Obligations**”.

NOW THEREFORE, in consideration of these promises, and of the agreements, covenants and conditions contained in this Agreement and other good and valuable consideration, the parties agree as follows:

ARTICLE 1.

ASSIGNMENT AND ASSUMPTION OF THE ASSIGNED PROPERTY RIGHTS AND OBLIGATIONS

1.1. Assignment. Assignor assigns to Assignee, as of the Effective Date (as defined in Section 1.3 below), all of Assignor's rights, title and interest in and to the Assigned Property Rights and Obligations.

1.2. Assumption. As of the Effective Date, Assignee accepts Assignor's assignment of the Assigned Rights and Obligations and assumes the Assumed Rights and Obligations. From and after the Effective Date, Assignee shall keep and perform all covenants, conditions and provisions of the Development Agreement relating to the Assigned Property._

1.3. Effective Date. For purposes of this Agreement, the "Effective Date" shall be the later to occur of (1) the date on which the deed from Assignor to Assignee for the Assigned Property is recorded in the Office of the Recorder of the County of San Mateo; or (2) the date of the execution of this Agreement by all parties; provided, however, that this Agreement shall have no force and effect without the written approval of the City, as evidenced by the full execution by the City's representatives of the form entitled City of Menlo Park's Consent, attached hereto as Exhibit D.

1.4. Phasing. Nothing in this Agreement shall be deemed to relieve any party of the timing obligations established in Exhibits D and F to the Development Agreement.

ARTICLE 2.

RIGHTS AND REMEDIES

2.1. Assignor's Release; No Assignor Liability or Default for Assignee Breach. Pursuant to Section 10.2 of the Development Agreement, Assignor shall be released from the Development Agreement with respect to the Assigned Property and the Assumed Rights and Obligations as of the Effective Date. Any default or breach by Assignee under the Development Agreement following the Effective Date with respect to the Assigned Property or the Assumed Rights and Obligations ("**Assignee Breach**") shall not constitute a breach or default by Assignor under the Development Agreement and shall not result in (a) any remedies imposed against Assignor, or (b) modification or termination of the Development Agreement with respect to that portion of the Property retained by Assignor after the conveyance of the Assigned Property, if any (the "**Assignor Property**").

2.2. No Assignee Liability or Default for Assignor Breach. As of the Effective Date, any default or breach by Assignor under the Development Agreement prior to or after the Effective Date ("**Assignor Breach**"), shall not constitute a breach or default by Assignee under the Development Agreement, and shall not result in (a) any remedies imposed against Assignee, including without limitation any remedies authorized in the Development Agreement, or (b) modification or termination of the Development Agreement with respect to the Assigned Property.

ARTICLE 3.

PERIODIC REVIEW OF COMPLIANCE

3.1. Assignor Responsibilities. Assignor shall participate in the annual review of the Development Agreement conducted pursuant to Section 65865.1 of the California Government Code with respect to the Assignor Property, and Assignee shall have no responsibility therefor.

3.2. Assignee Responsibilities. Assignee shall participate in the annual review of the Development Agreement conducted pursuant to Section 65865.1 of the California Government Code with respect to the Assigned Property, and Assignor shall have no responsibility therefor.

ARTICLE 4.

AMENDMENT OF THE DEVELOPMENT AGREEMENT

4.1. Assignor. Assignor shall not request, process or consent to any amendment to the Development Agreement that would affect the Assigned Property or the Assigned Property Rights and Obligations without Assignee's prior written consent, which consent shall not be withheld unreasonably. The foregoing notwithstanding, Assignor may process any amendment that does not affect the Assigned Property, and, if necessary, Assignee shall consent thereto and execute all documents necessary to accomplish said amendment, provided that said amendment does not adversely affect the Assigned Property or any of Assignee's Assigned Property Rights and Obligations pursuant to the Development Agreement.

4.2. Assignee. Assignee shall not request, process or consent to any amendment to the Development Agreement that would affect the Assignor Property or the Assignor's remaining rights and obligations pursuant to the Development Agreement without Assignor's prior written consent, which consent shall not be withheld unreasonably. The foregoing notwithstanding, Assignee may process any amendment that does not affect the Assignor Property or any of Assignor's remaining rights and obligations pursuant to the Development Agreement, and, if necessary, Assignor shall consent thereto and execute all documents necessary to accomplish said amendment.

ARTICLE 5.

GENERAL PROVISIONS

5.1. Notices. All notices, invoices and other communications required or permitted under this Agreement shall be made in writing, and shall be delivered either personally (including by private courier) or by nationally recognized overnight courier service to the following addresses, or to such other addresses as the parties may designate in writing from time to time:

If to Assignee:

with copies to:

If to Assignor:

with a copies to:

Notices personally delivered shall be deemed received upon delivery. Notices delivered by courier service as provided above shall be deemed received twenty-four (24) hours after the date of deposit. From and after the Effective Date and until further written notice from Assignee to the City pursuant to the terms of the Development Agreement, Assignee hereby designates as its notice address for notices sent by the City pursuant to Section 12.5 of the Development Agreement, the notice address set forth above.

5.2. Estoppel Certificates. Within ten (10) days after receipt of a written request from time to time, either party shall execute and deliver to the other, or to an auditor or prospective lender or purchaser, a written statement certifying to that party's actual knowledge: (a) that the Development Agreement is unmodified and in full force and effect (or, if there have been modifications, that the Development Agreement is in full force and effect, and stating the date and nature of such modifications); (b) that there are no current defaults under the Development Agreement by the City and either Assignor or Assignee, as the case may be (or, if defaults are asserted, so describing with reasonable specificity) and that there are no conditions which, with the passage of time or the giving of notice, or both, would constitute a default; (c) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that this Agreement is in full force and effect, and stating the date and nature of such modifications); and (d) such other matters as may be reasonably requested.

5.3. Attorneys' Fees. In the event of any legal or equitable proceeding in connection with this Agreement, the prevailing party in such proceeding shall be entitled to recover its reasonable costs and expenses, including without limitation reasonable attorneys' fees, costs and disbursements paid or incurred in good faith at the arbitration, pre-trial, trial and appellate levels, and in enforcing any award or judgment granted pursuant thereto.

5.4. No Waiver. No delay or omission by either party in exercising any right, remedy, election or option accruing upon the noncompliance or failure of performance by the other party under the provisions of this Agreement shall constitute an impairment or waiver of any such right, remedy, election or option. No alleged waiver shall be valid or effective unless it is set forth in a writing executed by the party against whom the waiver is claimed. A waiver by either party of any of the covenants, conditions or obligations to be performed by the other party shall

not be construed as a waiver of any subsequent breach of the same or any other covenants, conditions or obligations.

5.5. Amendment. This Agreement may be amended only by a written agreement signed by both Assignor and Assignee, and subject to obtaining the City's consent.

5.6. Successors and Assigns. This Agreement runs with the land and shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

5.7. No Joint Venture. Nothing contained herein shall be construed as creating a joint venture, agency, or any other relationship between the parties hereto other than that of assignor and assignee.

5.8. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the full extent permitted by law; provided that, if the invalidation or unenforceability would deprive either Assignor or Assignee of material benefits derived from this Agreement or make performance under this Agreement unreasonably difficult, then Assignor and Assignee shall meet and confer and shall make good faith efforts to modify this Agreement in a manner that is acceptable to Assignor, Assignee and the City.

5.9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

5.10. Third-Party Beneficiaries. Assignor and Assignee acknowledge that the City is a third-party beneficiary of the terms and conditions of this Agreement to the extent necessary for City to enforce the terms and conditions of the Development Agreement. This Agreement shall not be deemed or construed to confer any rights, title or interest, including without limitation any third-party beneficiary status or right to enforce any provision of this Agreement, upon any person or entity other than Assignor, Assignee and the City.

5.11. Time of the Essence. Time is of the essence in the performance by each party of its obligations under this Agreement.

5.12. Authority. Each party represents that the individuals executing this Agreement on behalf of such Party have the authority to bind his or her respective party to the performance of its obligations hereunder and that all necessary board of directors', shareholders', partners' and other approvals have been obtained.

5.13. Term. The term of this Agreement shall commence on the Effective Date and shall expire upon the expiration or earlier termination of the Development Agreement, subject to any obligations under the Development Agreement that expressly survive the expiration or termination of the Development Agreement. Upon the expiration or earlier termination of this Agreement, the parties shall have no further rights or obligations hereunder, except with respect to any obligation to have been performed prior to such expiration or termination or with respect

to any default in the performance of the provisions of this Agreement which occurred prior to such expiration or termination or with respect to any obligations which are specifically set forth as surviving this Agreement or the Development Agreement.

5.14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

5.15. Default. Any failure by either party to perform any material term or provision of this Agreement shall constitute a default (a) if such defaulting party does not cure such failure within thirty (30) days following written notice of default from the other party, where such failure is of a nature that can be cured within such thirty (30) day period, or (b) if such default is not of a nature that can be cured within such thirty (30) day period, if the defaulting party does not within such thirty (30) day period commence substantial efforts to cure such failure, or thereafter does not within a reasonable time prosecute to completion with diligence the curing of such failure. Any notice of default given hereunder shall be given in the same manner as provided in Section 5.1 hereof and shall specify in detail the nature of the failures in performance that the noticing party claims and the manner in which such failure can be satisfactorily cured.

[remainder of page left intentionally blank – signature pages follow]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement by proper persons thereunto duly authorized, to be effective as of the Effective Date.

“Assignor”

_____,
a _____ company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

“Assignee”

_____,
a _____ company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 20__ before me, _____
Notary Public (insert name and title of the officer),

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

[Seal]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 20__ before me, _____
Notary Public (insert name and title of the officer),

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

[Seal]

EXHIBIT A
Description of the Property
(Attached)

EXHIBIT B
Description of the Assigned Property
(Attached)

EXHIBIT C
List of Assignor Retained Obligations
(Attached)

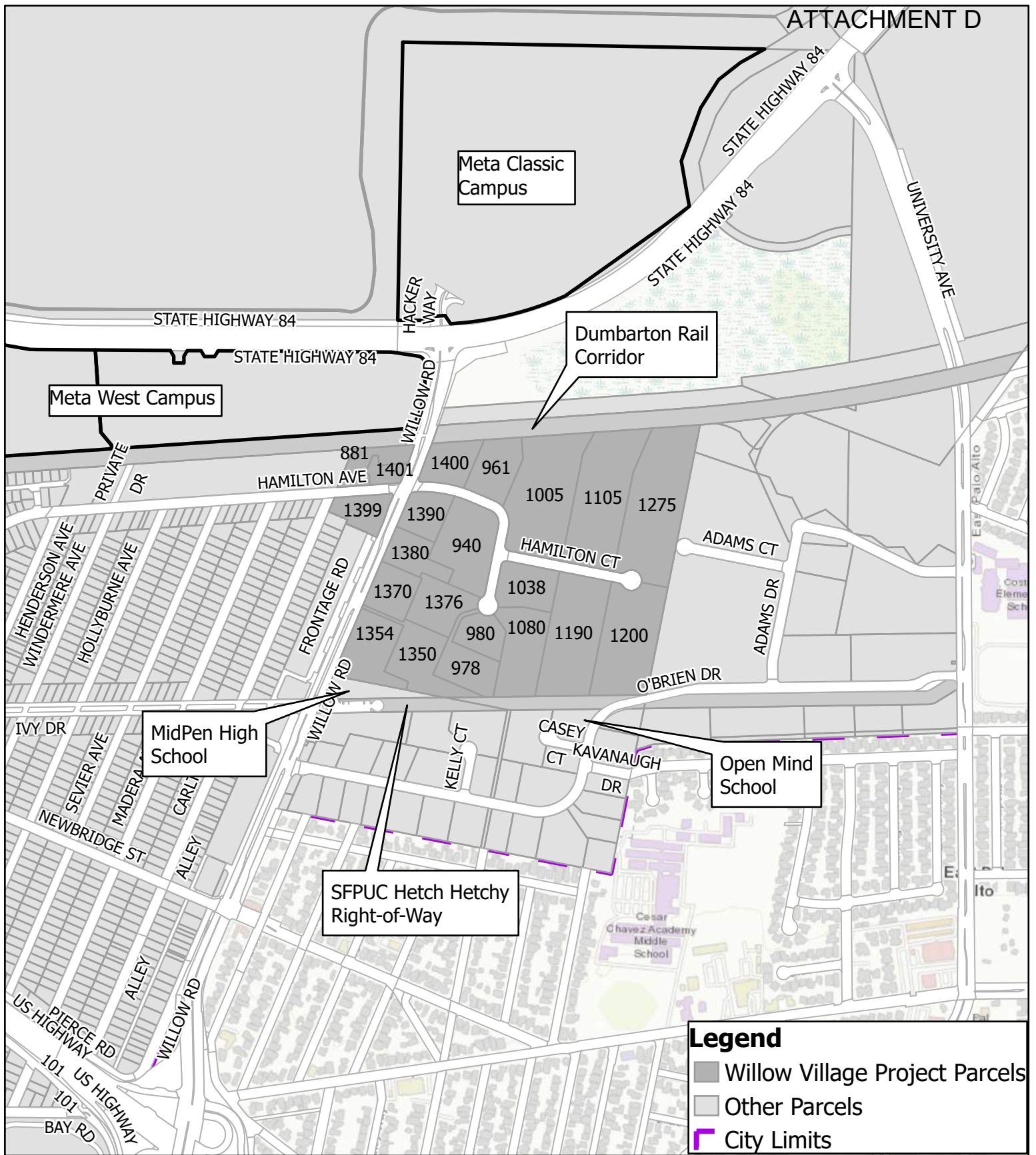
EXHIBIT D

CONSENT OF CITY OF MENLO PARK

The City of Menlo Park hereby consents to the assignment and assumption of the Assigned Property Rights and Obligations as set forth in this Agreement and agrees to the terms and conditions set forth herein.

CITY OF MENLO PARK,
a California Municipal corporation

By: _____



CITY OF MENLO PARK

LOCATION MAP

WILLOW VILLAGE



CITY OF
MENLO PARK

Scale: 1:9,000

Drawn By: KTP

Checked By: CDS

Date: 10/24/2022 Page 5 of 4.28





STAFF REPORT

City Council

Meeting Date: 12/13/2022

Staff Report Number: 22-242-CC

Regular Business: Selection of Mayor and Vice Mayor

Recommendation

Staff recommends the City Council select a Mayor and Vice Mayor for calendar year 2023.

Policy Issues

The proposed action conforms to current practice and in accordance with City Council Policy CC-16-0001-Selection of Mayor (Attachment A.)

Background

The Menlo Park Municipal Code, Section 2.04.120, states that the City Council shall meet in December of each year and choose one of its members as Mayor and one as Vice Mayor.

Staff recommends the following process for the selection of the Mayor and Vice Mayor:

- The current Mayor turns the meeting over to the city clerk
- The city clerk will ask each City Councilmember the name of the City Councilmember they wish to serve as Mayor
- The City Councilmember receiving the majority of nominations will be appointed, by acclamation, as Mayor
- The same process will be repeated for the appointment of Vice Mayor
- The city clerk will return the meeting to the new Mayor

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 a minor 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. City Council Policy CC-16-0001-Selection of Mayor

Report prepared by:
Judi A. Herren, Assistant to the City Manager/City Clerk

SELECTION OF MAYOR

City Council Procedure #CC-16-0001

Effective 2/23/2016

Ordinance No. 1016

ATTACHMENT A



Purpose		
To establish a procedure for the annual selection of the Mayor.		
Policies and procedures		
City Council policy shall be to rotate the mayor annually. The City Council shall select as mayor an elected member of the City Council who has served a minimum of one year and who has not served as mayor. If all eligible members have served as mayor, then the member with the longest elapsed time since serving as mayor shall be selected as mayor. In the event there are two or more eligible members having equal seniority, the City Council may select any eligible member as mayor.		
Procedure history		
Action	Date	Notes
Proposed and approved by City Council	February 23, 2016	Ordinance No. 1016



STAFF REPORT

City Council

Meeting Date: 12/13/2022

Staff Report Number: 22-241-CC

Regular Business: Provide direction to the City's voting delegate regarding regional vacancies for the next City Selection Committee meeting December 16, 2022

Recommendation

Staff recommends that the City Council provide direction to the City's voting delegate regarding vacancies on various regional boards to be voted on at the next City Selection Committee meeting December 16, 2022.

Policy Issues

The proposed action conforms to current practice.

Background

The San Mateo County Council of Cities is an association of all 20 cities in San Mateo County. The City Selection Committee is required to appoint city representatives to board, commissions, and agencies as required by law. (California Government Code §50270.) City Selection Committee is comprised of Mayors of all 20 incorporated cities/towns in San Mateo County. The City Selection Committee meeting will take place at the Colma Fire House, 50 Reiner Street, Colma CA, 94014 at 6:15 p.m., December 16, 2022. According to the Council of Cities bylaws, the Mayor is designated as the voting member for each city. Following past practice, this item is on the agenda in order to provide input to the Mayor or alternate for voting purposes. The 2023 City Selection Committee proxy designee form can be found as Attachment B.

Several regional seats will become vacant through the San Mateo County Council of Cities. Under consideration are the following (Attachment A):

California Identification System (CAL-ID)

- Selection of one (1) City Councilmember to serve on CAL-ID representing all Cities within San Mateo County or a term of three (3) years beginning January 1, 2023 through December 31, 2025
 - Daly City Councilmember Glenn Sylvester is seeking reappointment
 - Foster City Vice Mayor Jon Froomin is seeking appointment

San Mateo County Transportation Authority (SMCTA)

- Selection of one (1) City Councilmember to serve on the SMCTA representing all Central Judicial Cities (Eligible cities: Belmont, Burlingame, Foster City, Half Moon Bay, Hillsborough, Millbrae and San Mateo) for a term of two (2) years beginning January 1, 2023 through December 31, 2024

- Belmont Mayor Julia Mates, is seeking reappointment
- Selection of one (1) City Councilmember to serve on the SMCTA representing all Southern Judicial Cities (Eligible cities: Atherton, East Palo Alto, Menlo Park, Portola Valley, Redwood City, San Carlos and Woodside) for a term of two (2) years beginning January 1, 2023 through December 31, 2026
 - East Palo Alto City Councilmember Carlos Romero is seeking reappointment

San Mateo County Transit District (SamTrans)

- Selection of one (1) City Councilmember to serve on SamTrans representing all Central Judicial Cities (Eligible cities: Belmont, Burlingame, Foster City, Half Moon Bay, Hillsborough, Millbrae and San Mateo) for a term of four (4) years beginning January 1, 2023 through December 31, 2026
 - Half Moon Bay Vice Mayor Deborah Penrose, is seeking appointment
 - Hillsborough City Councilmember Marie Chuang, is seeking appointment
- Selection of one (1) City Councilmember to serve on SamTrans representing all Northern Judicial Cities (Eligible cities: Brisbane, Colma, Daly City, Pacifica, San Bruno and South San Francisco) for a term of four (4) years beginning January 1, 2023 through December 31, 2026
 - San Bruno Mayor Rico E. Medina is seeking reappointment

City Selection Committee for 2023

- Election of a Chairperson to the City Selection Committee for 2023
(Note: Candidates must be a current mayor or city councilmember)
 - San Bruno Mayor Rico E. Medina, is seeking reappointment
- Election of a Vice Chairperson to the City Selection Committee for 2023
(Note: Candidates must be a current mayor or city councilmember)
 - South San Francisco City Councilmember Eddie Flores, is seeking reappointment

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 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. December 16, 2022, City Selection Committee agenda
- B. 2022 City Selection Committee proxy designee form

Staff Report #: 22-241-CC

Report prepared by:
Judi A. Herren, Assistant to the City Manager/City Clerk

SAN MATEO COUNTY

CITY SELECTION COMMITTEE

Rico E. Medina, Chairperson
Eddie Flores, Vice Chairperson

Sukhmani S. Purewal, Secretary
400 County Center
Redwood City, 94063
650-363-1802

TO: MAYORS OF SAN MATEO COUNTY
FROM: SUKHMANI S. PUREWAL, SECRETARY
SUBJECT: **MEETING OF THE CITY SELECTION COMMITTEE**

Mayor Rico E. Medina, Chairperson of the San Mateo County City Selection Committee called for a **Regular** meeting of the Committee at **6:15 p.m.** on **Friday, December 16, 2022**, at Colma Fire House, 50 Reiner Street, Colma, CA 94014.

AGENDA

- 1) Roll Call
- 2) Selection of one (1) Councilmember to serve on the California Identification System (**CAL-ID**) representing **Cities** (*All Cities eligible*) for a term of three (3) years beginning January 1, 2023, through December 31, 2025
 - i. *Daly City Councilmember Glenn Sylvester, is seeking reappointment*
 - ii. *Foster City Vice Mayor Jon Froomin, is seeking appointment*
- 3) Selection of one (1) Councilmember to serve on the San Mateo County Transportation Authority (**SMCTA**) representing **Central Cities** (*Eligible cities: Belmont, Burlingame, Foster City, Half Moon Bay, Hillsborough, Millbrae and San Mateo*) for a term of two (2) years beginning January 1, 2023, through December 31, 2024
 - i. *Belmont Mayor Julia Mates, is seeking reappointment*
- 4) Selection of one (1) Councilmember to serve on the San Mateo County Transportation Authority (**SMCTA**) representing **Southern Cities** (*Eligible cities: Atherton, East Palo Alto, Menlo Park, Portola Valley, Redwood City, San Carlos and Woodside*) for a term of two (2) years beginning January 1, 2023, through December 31, 2024
 - i. *East Palo Alto Councilmember Carlos Romero, is seeking reappointment*
- 5) Selection of one (1) Councilmember to serve on the San Mateo County Transit District (**SamTrans**) representing **Central Cities** (*Eligible cities: Belmont, Burlingame, Foster City, Half Moon Bay, Hillsborough, Millbrae, and San Mateo*) for a term of 4 years beginning January 1, 2023, through December 31, 2026
 - i. *Half Moon Bay Vice Mayor Deborah Penrose, is seeking appointment*
 - ii. *Hillsborough Councilmember Marie Chuang, is seeking appointment*

6) Selection of one (1) Council Member to serve on the San Mateo County Transit District **(SamTrans)** representing **Northern Cities** (Eligible cities: Brisbane, Colma, Daly City, Pacifica, San Bruno, and South San Francisco) for a term of 4 years beginning January 1, 2023, through December 31, 2026

i. San Bruno Mayor Rico E. Medina, is seeking reappointment

7) Election of a Chairperson to the City Selection Committee for 2023
(Note: Candidates must be a current Mayor or Council Member)

i. San Bruno Mayor Rico E. Medina, is seeking reappointment

8) Election of a Vice Chairperson to the City Selection Committee for 2023
(Note: Candidates must be a current Mayor or Council Member)

i. South San Francisco Councilmember Eddie Flores, is seeking reappointment

9) Oral Communications and Announcements

i. Public Comment – Opportunity for the public to address the San Mateo County City Selection Committee.

ii. Any subject not on the agenda may be presented at this time by members of the City Selection Committee. These topics cannot be acted upon or discussed, but may be agendaized for a later meeting date.

If you have any questions or require additional information, contact Sukhmani S. Purewal at (650) 363-1802.

CITY COUNCIL

RAYMOND A. BUENAVENTURA
RODERICK DAUS-MAGBUAL
PAMELA DIGIOVANNI
JUSLYN C.MANALO
GLENN R. SYLVESTER



**OFFICE OF THE CITY COUNCIL
CITY OF DALY CITY
333 – 90TH STREET
DALY CITY, CA 94015-1895**

THOMADS J. PICCOLOTTI
INTERIM-CITY MANAGER

K. ANNETTE HIPONA
CITY CLERK

DANCA M. HALVORSON
CITY TREASURER

PHONE (650) 991-8008

11/23/2022

Esteemed Colleagues,

It has been a pleasure to serve as your representative for the California Identification System -Random Access Network. California Identification System (CAL-ID) is the automated system maintained by the Department of Justice for retaining fingerprint files and identifying latent fingerprints.

It assists in the quick search and retrieval of fingerprints mostly for known assailants that have committed crimes. In cases where an officer on the field cannot or has difficulty identifying someone a search, of the system (if having a prior arrest record) has proven this to be a valuable resource. The system is maintained by the State Department of Justice and is available for all law enforcement agencies throughout California.

As retired Police Officer assigned to the Crime Scenes Investigation unit for one of the largest metropolitan cities in California for over 15 years specifically , my duties included the collection of various types of evidence to include blood, breath, urine, and latent fingerprints to name a few. The latter includes a system since it's 1985 inception under the name of AFIS (Automated Fingerprint Identification System).

It is my desire to continue to serve on this Committee along with other Chiefs of Police, Sheriff of San Mateo County, and a City Manager. We work very well together and as a political appointee, I understand the need, technological advancements, and can think like Law Enforcement, with the Community and Political needs in mind always, which can be a delicate balancing act.

I would appreciate your continued support.

Sincerely,

Glenn R. Sylvester
Councilmember, City of Daly City

San Mateo County
City Selection Committee
RE: Cal-ID Board Consideration

City Selection Committee Members:

I am expressing my interest in serving on the San Mateo County CAL-ID Board as the representative from local government. As a retired law enforcement professional, I am familiar with the California Identification System and its importance in accurately identifying people, solving crimes, and giving closure to crime victims. Maintaining a robust and easily accessible and dependable system in various law enforcement environments (jail, police departments, in-field) is critical to the value of the program.

I have a strong background in budgeting and problem solving, which may be of value to this board. In my inquiry about this position, I learned of budget concerns and interests in potentially rolling out more in-field identification tools. It appears that our local Cal-ID is approaching a crossroads, needing to consider long term solvency solutions. I believe my skills will be helpful in this endeavor.

I have not previously served on a regionally selected board and would appreciate the support of the selection committee. Since joining the City Council in Foster City, I have served on the South Bayside Waste Management Authority Board and the Emergency Services Council JPA. I believe I have been an active and engaged member of these regional collaborations and will do the same while representing all of our communities on the San Mateo County California Identification Board.

Thank you for your consideration,

Jon Froomin, Vice Mayor
City of Foster City

CITY OF BELMONT

One Twin Pines Lane
Belmont, CA 94002

November 22, 2022

Dear Honorable Mayors and City Councilmembers:

Thank you all for your continued work in service to your communities and beyond. It is a pleasure and honor to serve as the Central Judicial Cities representative and I am writing to seek your support for a second term appointment to the San Mateo County Transportation Authority (“TA”) Board of Directors (“the Board”) Central Judicial Cities’ seat.

I am deeply grateful to serve our communities on the TA. One of the accomplishments I am most proud of during my service is initiating quarterly updates to increase communication and outreach to councilmembers, mayors, vice-mayors, and city staff. My intent for these updates is to highlight key decisions, issues, or opportunities important for city councils and policy makers to be aware of, rather than providing a recap of the agenda items of these meetings. I became acutely aware of the need for these updates after speaking with many of you about the TA and your suggestions for improvement.

The initial updates I prepared for you resulted in such positive feedback from my council colleagues in neighboring cities that the Transit District board and staff thought it would be beneficial to do quarterly updates on the activities and actions of the entire District. Now, District-wide quarterly updates are being prepared and disseminated and I serve as the TA board liaison to staff to identify those important topics of likely interest to councilmembers.

The TA plays a vital role in providing critical transit funding for expressly local investment supporting both capital and operational needs through Measures A and W. While we experienced unforeseen setbacks in the world of transportation due to the pandemic and have not yet reached pre-pandemic levels, I was gratified to perform the work of ensuring the sales tax revenue of Measures A and W were allocated appropriately and that the TA was able to continue to invest in efforts such as the Pedestrian and Bicycle Program for almost \$18 million this year.

I am asking for your support so that I can continue to work with staff and my colleagues to find solutions to challenges the TA will face and take advantage of the opportunities it encounters. I will continue to ensure that equity is a consideration in awarding funding and, as always, as a board member, my “door” will always be open, and your thoughtful input will always play a role in my decision-making.

I would be honored to have your continued support for this position.

If I can provide any additional information that would help you in making your decision or answer any questions at all, please do not hesitate to contact me at jmates@belmont.gov or my personal cell number, 650-533-3996.

Thank you for your consideration.

Sincerely,



Julia Mates



CITY OF EAST PALO ALTO

Mayor Rubén Abrica
Vice Mayor Lisa Gauthier

Council Members
Antonio Lopez
Carlos Romero
Regina Wallace-Jones

December 1, 2022

Re: San Mateo County Transportation Authority City Seat- Southern Judicial Cities Re-Appointment

Honorable Mayors and Council Members:

I write to seek your support for re-appointment to the San Mateo County Transportation Authority (SMCTA) Southern Judicial Cities seat. As immediate past Mayor of East Palo Alto, former vice-chair of CCAG, board member of Commute.org, and an active participant in Council of Cities meetings, I have engaged many of you in transportation discussions. It is vitally important we listen to one another and collectively arrive at decisions that affect our cities. As a diverse county we must cooperate and reach reasoned transportation solutions that address our urban and rural growth challenges.

While on the SMCTA I have played a meaningful role in developing our newest strategic plan that sets forth a comprehensive blueprint for funding our transit, roadways, and non-motorized forms of transportation cost effectively, efficiently and equitably. I have also brought to bear a deep experience in finance and financial oversight gained from my professional work as a developer and affordable housing consultant.

The SMCTA will play a pivotal role in prioritizing and leveraging our local monies to allow our cities to guarantee the flow of funds for transit, bike/ped, road and highway improvement projects. Among the many projects and priorities that must be balanced are the implementation of complete streets, shuttles, the Highway 101 Managed Lanes Project, much needed grade separations, and TDM, to cite only a few. My nine years on ABAG's Regional Planning Committee and my studies in urban economics, urban planning, real estate finance, and transportation at Stanford and Harvard have been essential in allowing me to understand the complicated finances and activities of the SMCTA.

I am always mindful of our cities' numerous needs, and sometimes divergent concerns. I will always engage in reasoned discourse, respectful of all positions, that seeks collaborative and truly effective solutions that maintain and improve our transportation options sustainably.

I humbly ask for your support. Please contact me should you have any questions concerning my re-appointment. I may be reached at (650) 283-2852 or by email: cromero_ezln@yahoo.com.

Sincerely,

Carlos Romero



December 2, 2022

Sukhmani Purewal
Secretary of the City Selection Committee
Assistant Clerk of the Board of Supervisors
Via email to spurewal@smcgov.org

Re: Letter of Interest for Appointment to San Mateo County Transit District

Dear Sukhmani Purewal:

I'm writing to express my strong interest in being appointed to the San Mateo County Transit District (SamTrans), representing Central Judicial Cities. I respectfully request your support and appointment. My experience, leadership, skills set, and record of action on the Half Moon Bay City Council and in my roles elsewhere, illustrate my commitment and dedication to serving the community and San Mateo County.

I have served the community of Half Moon Bay on its City Council since 2014, including terms as Vice-Mayor (2017, 2022) and Mayor (2018), and was just re-elected to the Council. My other public service experience includes serving on the C/CAG Congestion Management and Environmental Quality Committee (CMEQ); and as a board member of Commute.org and Sewer Authority Mid-Coastside. In addition, I currently serve on Half Moon Bay's Mobility Subcommittee.

As part of that subcommittee, I'm deeply involved with guiding the City's efforts around a variety of mobility-related issues. These include our long-term transportation capital projects, local traffic calming and safety projects, Highway 1 Safety and Operational Improvements programs, and multi-jurisdictional efforts such as the Midcoastside Transportation Demand Management Plan (with San Mateo County).

Transportation is a key issue among my constituents, and throughout the County. Transportation is also an environmental issue, and as an active member of the Coastside community, I've had a strong focus on sustainability and environmental protection. Additionally, through the City Council I've been involved in coordination with a variety of inter-governmental jurisdictions including the Coastal Commission, the Coastside Fire Protection District Caltrans, the Highway Patrol, state-level elected officials, State Parks, and other agencies.

The common thread in my experience is my strong desire to serve the community in areas which I find of great importance to the quality of life of my constituents of today, as well as for the generations of the future. Our

actions as policymakers today must help ensure the well-being of those future generations. I believe this perspective can greatly contribute to the efforts of SamTrans.

Thank you for your consideration of giving me the opportunity serve on SamTrans. Please feel free to contact me at dpenrose@hmbcity.com if you have any questions or need additional information.

Sincerely,

deborah penrose

Deborah Penrose
Vice Mayor, City Council of Half Moon Bay

cc:

Half Moon Bay City Council
Matthew Chidester, Half Moon Bay City Manager



TOWN OF HILLSBOROUGH
California

November 21, 2022

c/o Sukhmani Purewal
Secretary of City Selection Committee and Assistant Clerk of the Board of Supervisors
County of San Mateo
400 County Center
Redwood City, CA 94063

Via e-mail to: spurewal@smcgov.org

Re: San Mateo County Transit District (SamTrans) – Central Judicial Cities Seat

Dear Honorable Mayors and City Councilmembers:

I am writing to seek your support for appointment to the San Mateo County Transit District (SamTrans) Board of Directors Central Judicial Cities seat.

SamTrans provides a vital service to all of the communities we represent including bus service, shuttles and paratransit and continues to serve as the managing agency for Caltrain.

For eight years, I have served as a representative and chair (2020-22) of the San Mateo County City & County Association of Governments (C/CAG). As you are likely aware, C/CAG, among its many oversight duties, serves at the Transportation Congestion Management Agency (CMA) for San Mateo County, which is charged with the responsibility of distributing state and federal transportation funding and planning with the objective of improving mobility and the environment.

The CMA functions include coordinating and operating shuttles in collaboration with SamTrans, supporting the work of Commute.org to promote transit, active transit and to reduce single-occupancy vehicle use.

C/CAG is also charged with implementing the San Mateo County Smart Corridor project which is designed to improve mobility on local streets by installing Intelligent Transportation System (ITS) equipment, such as an interconnected traffic signal system, closed-circuit television (CCTV) cameras, dynamic message signs and vehicle detection systems on predefined designated local streets and state routes. Again, much of this work is being done in coordination with SamTrans to improve bus service and coordinate with other transit agencies.

At present, SamTrans is undergoing significant changes with the launch of Reimagine SamTrans – a comprehensive realignment of service to best meet the needs of riders in San Mateo County, the appointment of a new general manager, and the increasing necessity to more formally integrate service regionally.

I am committed to utilizing my expertise and experience in transit planning and coordination that are yielding significant improvements for the entire county and our communities which will be particularly valuable during this period of change. Serving on the SamTrans Board will enable me to help address transportation issues on a

November 21, 2022

Page 2

large-scale and at a regional level. I would be honored to have your support for this position.

If I can provide any additional information that would help you in making your decision or answer any questions at all, please do not hesitate to contact me at mchuang@hillsborough.net or (650) 477-6523.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Marie Chuang". The signature is written in a cursive, flowing style.

Marie Chuang
Councilmember, Town of Hillsborough



CITY OF SAN BRUNO

Rico E. Medina
Mayor

December 1, 2022

Dear Honorable Mayors and City Council Members in San Mateo County,

This letter is to serve as confirmation of my interest to reapply for the Northern Judicial Cities appointment to the SamTrans Board of Directors. I am currently serving out the vacancy created when Karyl Matsumoto who retired from the South San Francisco City Council at the end of 2020.

At that time, I sought the appointment because I believed my experience serving on the Transportation Authority and the 101 Managed Express Lane JPA would allow me to hit the ground running.

I believe I have been an effective and solutions oriented SamTrans Board Member from day one focused on ensuring the cities, towns and county that make up the SamTrans service area are provided excellent services and programs.

Working with my fellow Board Members, SamTrans professional staff, and many of you since my swearing in on February 3, 2021, has been an honor. Collectively we have dealt with challenges, launched new programs, and laid the foundation for many exciting things to come, including:

- SamTrans never shut its doors during COVID-19 and continued getting people to work and important places without interruption. Free rides for appointments were offered.
- SamTrans Recovered by 80% of pre-COVID riders, based on statistics we have the highest pre pandemic ridership of other transit agencies.
- Free Student passes for those who qualify for the free lunch program.
- Piloting with other agencies for regional transit passes for some schools, universities, and affordable housing communities.
- Taking delivery of zero emission buses and planning the transition to total zero emission buses prior to the madidate by the state.
- Participated in negotiating for Caltrain governance changes with Santa Clara and San Francisco counties and maintaining SamTrans as still the managing agency; and negotiated to be repaid \$35 million dollars for prior investments made for preserving the Caltrain right-of- way.
- Comprehensive bus network analysis (Reimagine SamTrans) which resulted in the biggest changes to our bus system in 20 years, which increased ridership while focusing on equity priority areas who are most in need of the bus services.
- Successfully negotiated with four bargaining units for a 3-year contact with no work stoppages.

- Selected a new General Manager who is the first woman to lead the San Mateo County Transit District.

I believe that in my 22 months of serving in this role I have added to the team, attended every meeting, and fulfilled my commitment to making a difference including currently serving as the Chair of the Transportation Authority and the 101 Managed Express Lane JPA. I am seeking a full term to continue the work that is before us and provide the essential service to our customers, retain quality staff, and serve the County of San Mateo.

If you have any questions, please feel free to email or contact me.

Thank you for your consideration.

Respectfully,

Rico E. Medina
Mayor



CITY OF SAN BRUNO

Rico E. Medina
Mayor

December 1, 2022

To The Honorable Mayors and City Council Members in San Mateo County,

This letter is to express my interest in applying for the Chair of the Council of Cities and Selection Committee for 2023.

As you know, I am currently the Chair of the Council of Cities and Selection Committee. I have found this position informative, inspiring, and rewarding and would like to continue as chair for 2023.

I believe that the Council of Cities provides a great opportunity to showcase various communities, exchange ideas, build camaraderie and celebrate the County of San Mateo, which we are all a part of, contribute to and are proud to call home.

If you have any questions or would like to discuss further, please email or give me a call.

Respectfully,

Rico E. Medina
Mayor

CITY COUNCIL 2022

MARK NAGALES, MAYOR (DIST. 2)
FLOR NICOLAS, VICE MAYOR
MARK ADDIEGO, MEMBER
JAMES COLEMAN, MEMBER (DIST. 4)
EDDIE FLORES, MEMBER

MIKE FUTRELL, CITY MANAGER



OFFICE OF THE CITY COUNCIL

November 29, 2022

City Selection Committee
Clo Sukhmani Purewal
Secretary of City Selection Committee/Assistant Clerk of the Board of Supervisors
Via email: spurewal@smcgov.org

RE: Letter of Interest – City Selection Committee Vice Chairperson 2023

Dear Honorable Mayors and Councilmembers,

I am writing to express my interest and seek your support to continue my role as Vice Chairperson to the City Selection Committee for 2023. Our regional body representatives are essential to ensuring the best investments possible to improve the lives of all residents in San Mateo County, and I welcome this opportunity to help lead active and thoughtful dialogue amongst our local elected leaders to ensure our communities remain well represented in each of our regional bodies.

I am only the second elected Latinx member in the history of the South San Francisco City Council. Prior to that, I was only the second Latinx member in the history of the South San Francisco Unified School District Board, where I had the honor of serving as Board President. Experiences like these have highlighted the value of representation and having a seat at the table, as well as the importance of effective communication, positive relationship building, and managing efficient and productive meetings. I fully appreciate the diversity of perspectives and collaboration that this collective group of leaders brings about. I am ready to serve and engage ALL city/town members and continue enhancing the level of participation in our monthly meetings.

I look forward to continuing to partner with you all and continue to make this Council and Selection Committee a productive and fun monthly convening and a safe space for sharing and brainstorming as we have done this year. My dedication to serve is enhanced by my experience serving currently in the role and regionally, serving as secretary of the Peninsula Division of the California League of Cities and representing South San Francisco on the Commute.Org Board of Directors; Caltrain Electric Modernization Local Policy Maker Group (LPMG); and the San Mateo Emergency Services Council, amongst others. My experience in serving my community and winning the trust of the voters is evidenced by my recent successful city council run, elected to represent District 5 in South San Francisco for the next four years.

In seeking this appointment, I will continue to engage all member cities in San Mateo County to share ideas, voice concerns, raise questions, and help set our group's priorities. I thank you for your consideration and I humbly ask for your support.

In service,

Eddie Flores
Councilmember, City of South San Francisco

SAN MATEO COUNTY

CITY SELECTION COMMITTEE

ATTACHMENT B
Rico E. Medina, Chairperson
Eddie Flores, Vice Chairperson

Sukhmani S. Purewal, City Selection Secretary
400 County Center
Redwood City, 94063
650-363-1802

TO: Sukhmani S. Purewal, Secretary
City Selection Committee

SUBJECT: Alternate to the City Selection Committee

I _____, Mayor of the City/Town of _____,
hereby appoint Councilmember _____, to serve as my
alternate to the City Selection Committee meeting(s).

In the absence of my appointee, I then appoint: **(Please choose one)**

- Councilmember _____ to represent me
- Vice-Mayor and each Councilmember in order of seniority

(You must check only ONE of the following options)

My alternate is to serve for the:

- _____ meeting only
Date
- duration of my term of office as Mayor
- I do not choose to appoint an alternate

Signature of Mayor

Date

Please return to:

Sukhmani S. Purewal, Secretary
County Executive's Office
Hall of Justice, 400 County Center, 1st Floor
Redwood City, CA 94063

Or email to spurewal@smcgov.org or bring to the meeting

If you should have any questions please do not hesitate to call me (650) 363-1802



STAFF REPORT

City Council

Meeting Date: 12/13/2022

Staff Report Number: 22-244-CC

Informational Item: City Council agenda topics: December 21, 2022 – January 2023

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 January 2023. 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: December 21, 2022 – January 2023

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	AB 1600 impact fees report	ASD	Consent	Receive and file
2	Approve purchase of network core switches as included in IT Maser Plan	ASD	Consent	Approve
3	Mid-year budget amendment	ASD	Regular	Approve
4	Personnel Activity Report	ASD	Informational	No action
5	Proposal for Office 365	ASD	Consent	Approve
6	Housing Element	CDD	Regular	Adoption
8	Provide direction regarding revisions to the City’s draft Housing Element in response to comments from the State Department of Housing and Community Development (HCD)	CDD	Study Session	Direction to staff
9	Update Menlo Uptown conditions of approval and public improvement agreement to remove requirements at Willow/Bay	CDD, PW	Regular	Approve
7	Outdoor dining and parklets	CMO	Informational	No action
10	Adopt a resolution approving the City Council Community Funding Subcommittee’s recommendations for 2022-23 community funding allocations	CMO	Regular	Adopt resolution
11	Adopt a resolution to continue conducting the City’s Council and advisory body meetings remotely due to health and safety concerns for the public	CMO	Consent	Adopt resolution
12	Appoint City Council representatives and alternates to various local and regional agencies and as liaisons and members to City Council advisory bodies	CMO	Regular	Decide
13	Appoint City Councilmembers to various standing and ad hoc subcommittees, and disband inactive ad hoc subcommittees	CMO	Regular	Decide
14	Interview and appoint City Councilmember to District 5 seat vacancy	CMO	Regular	Decide
15	Presentation: East Palo Alto Sanitary District	CMO	Proclamation	No action
16	Proclamation: National Human Trafficking Awareness Day	CMO	Proclamation	No action
17	Receive and file 2021 priorities, work plan quarterly report as of December 31, 2022 and advisory body work plan update	CMO	Consent	Receive and file
18	Recognition of outgoing City Councilmember	CMO	Regular	No action
19	Swearing in of new city councilmember D5	CMO	Regular	No action
20	Transmittal of city attorney billing	CMO	Informational	No action
21	Adopt a resolution authorizing the city manager to execute a Continued Funding Application with the California Department of Education for continued funding of the Belle Haven Child Development Center operational costs in fiscal year 2023-24	LCS	Consent	Adopt resolution
22	Adopt a resolution establishing City Council Policy CC-22-XXX Commemorative Park Amenities Policy	LCS	Consent	Adopt resolution
23	MPCC - furniture and non-fixed equipment procurement	LCS	Regular	Approve
24	MPCC - staffing considerations	LCS	Informational	No action
25	Provide direction for updating City Council Policy CC-86-001, “Naming and/or changing the name of facilities”	LCS	Regular	Direction to staff
26	Police department quarterly update – Q4 October 2022 - December 2022	PD	Informational	Receive and file
27	Adopt a resolution for Urban Community Drought Relief Grant	PW	Consent	Adopt resolution

Tentative City Council Agenda

#	Title	Department	Item type	City Council action
28	Adopt resolution to remove parking on Middle Avenue to implement complete streets project	PW	Regular	Adopt resolution
29	Consider an appeal of the Complete Streets Commission decision to remove two parking spaces on Roble Avenue	PW	Regular	Decide