



REGULAR MEETING AGENDA

Date: 4/29/2024
Time: 7:00 p.m.
Location: Zoom.us/join – ID# 858 7073 1001 and
City Council Chambers
751 Laurel St., Menlo Park, CA 94025

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
- Access the meeting real-time online at:
zoom.us/join – Meeting ID# 858 7073 1001
- Access the meeting real-time via telephone (listen only mode) at:
(669) 900-6833
Regular Meeting ID # 858 7073 1001
Press *9 to raise hand to speak
- Submit a written comment online up to 1-hour before the meeting start time:
planning.commission@menlopark.gov*
Please include the agenda item number related to your comment.

*Written comments are accepted up to 1 hour before the meeting start time. Written messages are provided to the Planning Commission at the appropriate time in their meeting.

Subject to change: The format of this meeting may be altered or the meeting may be canceled. You may check on the status of the meeting by visiting the city website menlopark.gov. 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).

Regular Meeting

A. Call To Order

B. Roll Call

C. Reports and Announcements

D. Public Comment

Under “Public Comment,” the public may address the Commission on any subject not listed on the agenda. Each speaker may address the Commission once under public comment for a limit of three minutes. You are not required to provide your name or City of residence, but it is helpful. The Commission cannot act on items not listed on the agenda and, therefore, the Commission cannot respond to non-agenda issues brought up under Public Comment other than to provide general information.

E. Consent Calendar

None

F. Public Hearing

- F1. Use Permit/Bheem Bhatia/219 Durham Street:
Consider and adopt a use permit to demolish an existing single-story, single-family residence and detached accessory building and construct a new two-story, single-family residence on a substandard lot with regard to minimum lot width in the R-1-U (Single Family Urban Residential) zoning district; determine this action is categorically exempt under CEQA Guidelines Section 15303's Class 3 exemption for new construction or conversion of small structures. The proposed project includes an attached Accessory Dwelling Unit (ADU), which is a permitted use and not subject to discretionary review. ([Staff Report #24-021-PC](#))

F2 and F3 are related items with the same staff report

- F2. Development Agreement Annual Review/Meta Platforms, Inc./1 Hacker Way and 1 Meta Way:
Consider and adopt a resolution to determine Meta Platforms, Inc. (Meta) has demonstrated good faith compliance with the terms of the Development Agreements for the 2021, 2022, and 2023 annual review periods for their East Campus, West Campus, and Meta Campus Expansion projects. ([Staff Report #24-022-PC](#))
- F3. Development Agreement Annual Review/Peninsula Innovation Partners, LLC/1350-1390 Willow Road, 925-1098 Hamilton Avenue, 1005-1275 Hamilton Court:
Consider and adopt a resolution to determine Peninsula Innovation partners, LLC has demonstrated good faith compliance with the terms of the Development Agreement for the 2023 annual review period for the Willow Village mixed-use masterplan project. ([Staff Report #24-022-PC](#))

G. Informational Items

- G1. Future Planning Commission Meeting Schedule – The upcoming Planning Commission meetings

are listed here, for reference. No action will be taken on the meeting schedule, although individual Commissioners may notify staff of planned absences.

- Regular Meeting: May 6, 2024
- Regular Meeting: May 20, 2024

H. Adjournment

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

At every special meeting of the Planning Commission, members of the public have the right to directly address the Planning Commission on any item listed on the agenda at a time designated by the chair, either before or during consideration of the item. For appeal hearings, appellant and applicant shall each have 10 minutes for presentations.

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

Any writing that is distributed to a majority of the Planning Commission by any person in connection with an agenda item is a public record (subject to any exemption under the Public Records Act) and is available by request by emailing the city clerk at jaherren@menlopark.gov. Persons with disabilities, who require auxiliary aids or services in attending or participating in Planning Commission meetings, may call the City Clerk's Office at 650-330-6620.

Agendas are posted in accordance with Cal. Gov. Code §54954.2(a) or §54956. Members of the public can view electronic agendas and staff reports by accessing the city website at menlopark.gov/agendas and can receive email notifications of agenda postings by subscribing at menlopark.gov/subscribe. Agendas and staff reports may also be obtained by contacting City Clerk at 650-330-6620. (Posted: 4/24/2024)



STAFF REPORT

Planning Commission

Meeting Date:

4/29/2024

Staff Report Number:

24-021-PC

Public Hearing:

Consider and adopt a resolution to approve a use permit to demolish an existing single-story, single-family residence and detached accessory building and construct a new two-story, single-family residence on a substandard lot with regard to minimum lot width in the R-1-U (Single Family Urban Residential) zoning district at 219 Durham Street and determine this action is categorically exempt under CEQA Guidelines Section 15303's Class 3 exemption for new construction or conversion of small structures. The proposal includes an attached Accessory Dwelling Unit (ADU), which is a permitted use and not subject to discretionary review.

Recommendation

Staff recommends that the Planning Commission adopt a resolution approving a use permit to construct a new two-story, single-family residence on a substandard lot with regard to minimum lot width in the R-1-U (Single Family Urban Residential) zoning district. The draft resolution, including the recommended actions and conditions of approval, is included as Attachment A.

Policy Issues

Each use permit request is considered individually. The Planning Commission should consider whether the required use permit findings can be made for the proposed project.

Background

Site Location

The project site is located at 219 Durham Street, on the south side of Durham Street between Laurel Avenue and Central Avenue in the Willows neighborhood. The parcel is surrounded by a mix of one- and two-story single-family residences, all of which are also zoned R-1-U. The area contains residences featuring a variety of architectural styles, although ranch and bungalow designs are the most common. The subject parcel is substandard, with a lot width of 50 feet where 65 feet is required. A location map is included as Attachment B.

Analysis

Project description

The project site is currently occupied by a 1,491-square-foot, single-story, single-family main residence and a 476-square-foot accessory structure built in approximately 1950. The proposed project would be a 2,800-square-foot two-story, single-family main residence, which would include three bedrooms, three and one-half bathrooms, and an attached single car garage. Additionally, the proposed project would include an attached 800-square-foot ADU as an extension of the right rear side of the main residence and would contain an additional bedroom and bathroom.

The proposed residence would meet all Zoning Ordinance requirements for setbacks, lot coverage, floor area limit (FAL), daylight plane, height, and parking. Of particular note with regard to Zoning Ordinance requirements:

- The total proposed FAL would be 3,600 square feet, including an attached ADU and attached one-car garage, which exceeds the maximum floor area limit of 2,800 square feet for the site.
 - An exception for 800 square feet of FAL is permitted in order to construct the ADU.
- The total proposed building coverage would be 2,449 square feet, or approximately 35 percent of the lot, where 2,450 square feet (35 percent) is permitted.
- The main residence would have a front setback of 24 feet where a minimum of 20 feet is required.
- The main residence would have a rear setback of 62.6 feet where a minimum of 20 feet is required.
 - The ADU would have a rear setback of 10.9 feet where a minimum of 4 feet is required.
- The main residence would have a left side setback of 5 feet where a minimum of 5 feet is required.
- The main residence would have a right side setback of 5 feet where a minimum of 5 feet is required.
 - The ADU would have a right side setback of 4 feet where a minimum of 4 feet is required.
- The residence would meet the requirement for one covered and one uncovered off-street parking space by providing one covered space in the attached garage and one uncovered space at the front of the main residence outside of the required front setback.
- An additional off-street space for the ADU is provided in tandem with the covered garage space for the main residence as permitted by Section 16.79.080(a) of the Menlo Park Municipal Code (MPMC).

The project plans and the applicant's project description letter are included as Attachment A, Exhibits A and B respectively. A data table summarizing parcel and project attributes is included as Attachment C.

Design and materials

As described in the project description letter, the proposed residence would be designed in a contemporary style with a flat roof on the first level and a hip roof on the second level. The exterior materials would vary with smooth painted cement plaster, horizontal architectural control joints, stone tile veneer, dark window and door trims, and a standing seam metal roof. Windows are proposed to be clear glass with no dividing lites.

The proposed architectural style would be typical of many modern California homes, where an emphasis is placed on indoor-outdoor living. Sill heights for the second floor windows along the left side of the residence are proposed to be five feet in order to maximize privacy for neighbors. Lower sill heights of two feet, six inches are proposed for windows on the right side of the second floor, but are kept to a minimum and have a greater side setback of 7.7 feet at the front of the property above the garage, increasing to 14.4 feet toward the middle of the property. Additionally, a mature coast live oak, located along the right interior side property line would provide some screening.

Trees and landscaping

The applicant submitted an arborist report (Attachment D), detailing the species, size, and conditions of on-site and nearby trees. A total of three trees were assessed, all of which are considered heritage trees. At the time the arborist report was initially written, Tree #2 was measured to be 9.5 inches at 54 inches above grade and not considered a heritage tree. Upon inspection by the city arborist as part of the initial site inspection, Tree #2 was measured to be 10 inches at 54 inches above grade. This measurement changed the determination of the tree from non-heritage to heritage as all coast live oak trees measuring at least 10 inches at 54 inches above grade are considered heritage trees. Table 1 below summarizes the trees identified in the arborist report and their disposition.

Table 1: Tree summary and disposition				
Tree number	Species	Size (DBH, in inches)	Disposition	Notes
1	Coast live oak	20.5	Retain	Heritage
2	Coast live oak	10	Remove	Heritage
3	Japanese loquat	20 @ 6'	Retain	Heritage

A heritage tree removal permit was filed by the applicant for the proposed removal of Tree #2 on January 10, 2024 and was approved by the city arborist on January 25, 2024; however, the approval was appealed by an adjoining property owner.

As required for a development-based heritage tree removal permit, the applicant submitted two alternative designs to construct the proposed residence while preserving the heritage oak:

- Installing drilled piers would be less impactful to the tree; however this alternative option costs 500 percent more than the appraised value of the tree. According to the City’s administrative guidelines an alternative design cost of 140 percent or more (of the tree appraisal value) is deemed financially infeasible.
- Moving the garage back by approximately 5 feet would save the tree; however this option would compromise the health of a much larger heritage oak (Tree #1, which is not proposed for removal).

Heritage tree removal permit appeals are heard by the Environmental Quality Commission (EQC), which is made up of seven commissioners. The EQC is charged primarily with advising the City Council on matters involving climate change, environmental protection, and sustainability. One area of their responsibility includes the urban canopy where they leverage best practices to advise/recommend on the preservation of heritage trees, city trees and expansion of the urban canopy; and make determinations on appeals of heritage tree removal permits.

At the time that the appeal was heard by the EQC, one seat was and remains vacant. At the March 27, 2024 EQC meeting, a motion to uphold staff’s recommendation to grant the tree removal permit failed 3-3-0, meaning no action was taken and the city arborist’s approval of the heritage tree removal permit was upheld.

The appellant has an additional opportunity to appeal the tree removal per MPMC Section 13.24.060(c)(4)(A), which states “Once the planning commission makes a final decision on the overall development project that includes the heritage tree removal, any party to the environmental quality commission

appeal may appeal the heritage tree removal decision to the city council.” Any appeal must be filed within 15 days of the Planning Commission’s decision.

As part of the development-based heritage tree removal permit, the applicant is required to replace the value of the removed tree, of which they have several options: plant a single tree of the same or greater value, plant several trees which add up to the same or greater value, pay an in-lieu fee to the city, or a combination of these options. The applicant has proposed to plant two new trees: a 24-inch box Coast live oak at the rear of the property and a 36-inch box Marina strawberry tree at the front of the property. Additionally, the applicant is proposing to plant a number of screening trees along the right interior side property line to ameliorate the loss of the coast live oak.

To protect the heritage trees on site, the arborist report has identified such measures as tree protective fencing, root buffers, mulch, and irrigation (except for coast live oak trees). If trenching would be required through a tree protection zone, the arborist report requires excavation by hand or trenching under roots. All recommended tree protection measures identified in the arborist report would be implemented and ensured as part of condition 1h.

Flood zone

The subject property is located within the “AE” zone established by FEMA. Within this zone, flood proofing techniques are required for new construction and substantial improvements of existing structures. Stated in general terms, the finished floor must be at least one foot above the base flood elevation. The Public Works Department has reviewed and tentatively approved the proposal for compliance with FEMA regulations. The elevations and sections (Plan Sheets A3.1-A4.3 in Attachment A, Exhibit A) show the base flood elevation (28.4 feet) in relation to the existing average natural grade (approximately 27.3 feet) and the finished floor elevation (29.5 feet).

Correspondence

As described in the project description letter, the applicant conducted neighborhood outreach to eight of their neighboring properties. A few of the neighbors responded with questions and concerns regarding loss of light arising from the proposed taller structure, construction impacts and loss of privacy due to the proposed removal of Tree #2, but were generally supportive of the proposal.

In response to concerns about loss of privacy arising from the proposed removal of Tree #2, the applicant has proposed to plant a number of screening trees along the right interior side property line which separates the subject property from the concerned neighbor’s property. At maturity, the proposed *Pittosporum tenuifolium* trees can reach 30 feet in height.

Neighbor communications were provided as part of the project description letter and are included as Attachment A, Exhibit B. As of the writing of this report, staff has not received any direct correspondence on the project.

Conclusion

Staff believes that the design, scale, and materials of the proposal are generally compatible with the surrounding neighborhood. The proposed residence and attached ADU have been designed in a contemporary California architectural style which is typical for many new homes in the area. The architectural style would be generally attractive and well-proportioned, and the additional second floor setback along the right side, window sill heights, and landscaping would help minimize privacy concerns. Staff recommends that the Planning Commission approve the proposed project.

Impact on City Resources

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

Environmental Review

The project is categorically exempt under Class 3 (Section 15303, "New construction or conversion of small structures") of the current California Environmental Quality Act (CEQA) Guidelines.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting. Public notification also consisted of publishing a notice in the local newspaper and notification by mail of owners and occupants within a 300-foot radius of the subject property.

Appeal Period

The Planning Commission action will be effective after 15 days unless the action is appealed to the City Council, in which case the outcome of the application shall be determined by the City Council.

Attachments

- A. Draft Planning Commission Resolution approving the use permit
 - Exhibits to Attachment A
 - A. Project Plans
 - B. Project Description Letter
 - C. Conditions of Approval
 - B. Location Map
 - C. Data Table
 - D. Arborist Report

Report prepared by:
Connor Hochleutner, Assistant Planner

Report reviewed by:
Corinna Sandmeier, Principal Planner

PLANNING COMMISSION RESOLUTION NO. 2024- XXX

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MENLO PARK APPROVING A USE PERMIT TO DEMOLISH AN EXISTING SINGLE-STORY, SINGLE-FAMILY RESIDENCE AND DETACHED ACCESSORY BUILDING AND CONSTRUCT A NEW TWO-STORY, SINGLE-FAMILY RESIDENCE ON A SUBSTANDARD LOT WITH REGARD TO MINIMUM LOT WIDTH IN THE R-1-U (SINGLE FAMILY URBAN RESIDENTIAL) ZONING DISTRICT.

WHEREAS, the City of Menlo Park (“City”) received an application requesting a use permit to demolish an existing single-story, single-family residence and detached accessory building and construct a new two-story, single-family residence on a substandard lot with regard to minimum lot width in the R-1-U (Single Family Urban Residential) zoning district (collectively, the “Project”) from Bhai Oreizy (“Applicant”) on behalf of Bheem Bhatia (“Owner”) located at 219 Durham Street (APN 062-233-100) (“Property”). The Project use permit is depicted in and subject to the development plans and project description letter, which are attached hereto as Exhibit A and Exhibit B, respectively, and incorporated herein by this reference; and

WHEREAS, the Property is located in the Single Family Urban Residential (R-1-U) district. The R-1-U district supports single-family residential uses; and

WHEREAS, the proposed project would comply with all objective standards of the R-1-U district; and

WHEREAS, the proposed Project was reviewed by the Engineering and Building Divisions and found to be in compliance with City standards; and

WHEREAS, the Applicant submitted an arborist report prepared by Kurt Fouts Arborist Consultant, which was reviewed by the City Arborist and found to be in compliance with the Heritage Tree Ordinance, and proposes mitigation measures to adequately protect heritage trees in the vicinity of the project; and

WHEREAS, the Applicant was granted a Heritage Tree Removal permit (“HTR permit”) to remove a heritage coast live oak tree from the property for development; and

WHEREAS, the HTR permit was appealed to the Environmental Quality Commission which took no action thus upholding the City Arborist’s decision to approve the removal; and

WHEREAS, the Applicant is required to replace the value of the heritage trees as a condition of approval of the HTR permit and has submitted plans with proposed plantings which comply with this requirement; and

WHEREAS, the Project, requires discretionary actions by the City as summarized above, and therefore the California Environmental Quality Act (“CEQA,” Public Resources Code Section §21000 et seq.) and CEQA Guidelines (Cal. Code of Regulations, Title 14, §15000 et seq.) require analysis and a determination regarding the Project’s environmental impacts; and

WHEREAS, the City is the lead agency, as defined by CEQA and the CEQA Guidelines, and is therefore responsible for the preparation, consideration, certification, and approval of environmental documents for the Project; and

WHEREAS, the Project is categorically exempt from environmental review pursuant to Cal. Code of Regulations, Title 14, §15303 et seq. (New construction or conversion of small structures); and

WHEREAS, all required public notices and public hearings were duly given and held according to law; and

WHEREAS, at a duly and properly noticed public hearing held on April 29, 2024, the Planning Commission fully reviewed, considered, and evaluated the whole of the record including all public and written comments, pertinent information, documents and plans, prior to taking action regarding the Project.

NOW, THEREFORE, THE MENLO PARK PLANNING COMMISSION HEREBY RESOLVES AS FOLLOWS:

Section 1. Recitals. The Planning Commission has considered the full record before it, which may include but is not limited to such things as the staff report, public testimony, and other materials and evidence submitted or provided, and the Planning Commission finds the foregoing recitals are true and correct, and they are hereby incorporated by reference into this Resolution.

Section 2. Conditional Use Permit Findings. The Planning Commission of the City of Menlo Park does hereby make the following Findings:

The approval of the use permit for the construction of a new two-story, single-family residence on a substandard lot with regard to minimum lot depth, is granted based on the following findings, which are made pursuant to Menlo Park Municipal Code Section 16.82.030:

1. That the establishment, maintenance, or operation of the use applied for will, under the circumstance of the particular case, not be detrimental to the health, safety, morals, comfort and general welfare of the persons residing in the neighborhood of such proposed use, or injurious or detrimental to property and improvements in the neighborhood or the general welfare of the city because:

- a. Consideration and due regard were given to the nature and condition of all adjacent uses and structures, and to general plans for the area in question and surrounding areas, and impact of the application hereon; in that, the proposed use permit is consistent with the R-1-U zoning district and the General Plan because two-story residences are allowed to be constructed on substandard lots subject to issuance of a use permit and the project conforms to applicable zoning standards, including, but not limited to, maximum floor area limit and maximum building coverage.
- b. The proposed residence would include a conforming number of off-street parking spaces because one covered and one uncovered parking space outside the front setback would be required at a minimum, and one covered and one uncovered parking space are provided.
- c. The proposed Project is designed to meet all the applicable codes and ordinances of the City of Menlo Park Municipal Code and the Commission concludes that the Project would not be detrimental to the health, safety, and welfare of the surrounding community as the proposed residence would be located in a single-family neighborhood and has been designed in a way to lessen privacy concerns by minimizing second-story windows, raising the minimum sill heights, and utilizing landscape screening along the interior side property lines.

Section 3. Conditional Use Permit. The Planning Commission approves Use Permit No. PLN2023-00043, which use permit is depicted in and subject to the development plans and project description letter, which are attached hereto and incorporated herein by this reference as Exhibit A and Exhibit B, respectively. The Use Permit is conditioned in conformance with the conditions attached hereto and incorporated herein by this reference as Exhibit C.

Section 4. ENVIRONMENTAL REVIEW. The Planning Commission makes the following findings, based on its independent judgment after considering the Project, and having reviewed and taken into consideration all written and oral information submitted in this matter:

1. The Project is categorically exempt from environmental review pursuant to Cal. Code of Regulations, Title 14, §15303 et seq. (New construction or conversion of small structures).

Section 5. SEVERABILITY

If any term, provision, or portion of these findings or the application of these findings to a particular situation is held by a court to be invalid, void or unenforceable, the remaining provisions of these findings, or their application to other actions related to the Project, shall continue in full force and effect unless amended or modified by the City.

I, Kyle Perata, Assistant Community Development Director of the City of Menlo Park, do hereby certify that the above and foregoing Planning Commission Resolution was duly and regularly passed and adopted at a meeting by said Planning Commission on April 29, 2024, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS THEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this _____ day of May, 2024.

PC Liaison Signature

Kyle Perata
Assistant Community Development Director
City of Menlo Park

Exhibits

- A. Project plans
- B. Project description letter
- C. Conditions of approval

PLANNING REVIEW APPLICATION

TWO STORY NEW HOUSE

BHATIA RESIDENCE

219 DURHAM STREET, MENLO PARK, CA 94025

360 design studio
ARCHITECTURE

1491 BEN ROE DRIVE
LOS ALTOS, CA 94024
phone 650.360.2905
info@360designstudio.net

Bhatia Residence
219 Durham St
Menlo Park, CA 94025



PROJECT CONSISTS OF REMOVAL OF AN EXISTING HOUSE + ACCESSORY STRUCTURE , AND A NEW TWO STORY HOUSE + ATTACHED ACCESSORY DWELLING UNIT

PROJECT DESCRIPTION 5

BASE FLOOD ELEVATION (BFE) ±28.4'
DESIGN FLOOD ELEVATION (DFE) ±29.4'

THE PROJECT IS BUILT IN COMPLIANCE WITH THE CITY'S FLOOD DAMAGE PREVENTION ORDINANCE, CHAPTER 12, SECTION 42.

ALL MATERIALS BELOW DFE SHALL BE RESISTANT TO FLOOD DAMAGE (I.E., CONCRETE, REDWOOD OR PRESSURE TREATED DOUGLAS FIR)

THE BOTTOM ELEVATION OF ALL APPLIANCES AND UTILITIES (METERS, AIR CONDITIONING UNITS, ETC.) SHALL BE AT OR ABOVE DFE.

STORM RUNOFF RESULTING FROM THE PROJECTS GRADING AND DRAINAGE ACTIVITIES SHALL NOT ENCR OACH ONTO ANY NEIGHBORING LOT, RUNOFF MUST BE CONTAINED ON-SITE.

NO BASEMENTS OR ANY HABITABLE ENCLOSURE BELOW THE DFE ARE ALLOWED FOR PROJECTS IN THE FLOOD ZONE

FLOOD VENTS SHALL BE INSTALLED FOR ALL NON-HABITABLE ENCLOSURES BELOW THE DFE (I.E. CRAWLSPACE, GARAGE, ETC.) AT A RATE OF 1 SQUARE INCH OF NET OPENING TO 1 SQUARE FOOT OF ENCLOSURE.

FEMA SUMMARY 6

1. ANY FRONTAGE IMPROVEMENTS WHICH ARE DAMAGED AS A RESULT OF CONSTRUCTION WILL BE REQUIRED TO BE REPLACED, ALL FRONTAGE IMPROVEMENT WORK SHALL BE IN ACCORDANCE WITH THE LATEST VERSION OF THE CITY STANDARD DETAILS

2. AN ENCROACHMENT PERMIT FROM THE ENGINEERING DIVISION IS REQUIRED PRIOR TO ANY CONSTRUCTION ACTIVITIES, INCLUDING UTILITY LATERALS, IN THE PUBLIC RIGHT-OF-WAY.

FRONTAGE IMPROVEMENTS 8



VICINITY MAP 7

OWNERS:
BHEEM BHATIA
219 DURHAM STREET
MENLO PARK, CA 94025
bbheem@gmail.com
510-378-9398

ARCHITECT/APPLICANT:
360 DESIGN STUDIO
KAREN ATKEN & ASSOCIATES
BAHI OREIZY
1491 BEN ROE DRIVE
LOS ALTOS, CA 94024
info@360designstudio.net
650-360-2905 office

CIVIL SURVEYOR:
NRR ENGINEERING SERVICES CO.
DARYL LYDELL BOND
535 WEYBRODGE DRIVE
SAN JOSE, CA 95123
nrrnengineering@yahoo.com
408-348-7813

LANDSCAPE ARCHITECT:
KAREN ATKEN & ASSOCIATES
LANDSCAPE ARCHITECTURE
KAREN ATKEN
8252 RANCHO REAL
GILROY, CA 95020
karen@kaa_design
408-857-6275

PROJECT DIRECTORY 1

- A0,1 COVER SHEET
- EC1 AREA MAP & EXISTING SITE PLAN
- EC2 EXISTING CONDITION PHOTOS
- A1.1 PROPOSED SITE PLAN
- A1.2 AREA CALCULATION DIAGRAM
- A2.1 GROUND FLOOR PLAN
- A2.2 SECOND FLOOR PLAN
- A2.3 ROOF PLAN
- A3.1 FRONT AND REAR ELEVATIONS
- A3.2 SIDE ELEVATIONS
- A4.1 SECTIONS
- A4.2 SECTIONS
- A4.3 SECTIONS
- A5.1 3D VIEWS
- A5.2 3D VIEWS

- L1 PLANTING PLAN
- C-0 CIVIL SURVEY

SHEET INDEX 2

219 DURHAM STREET
MENLO PARK, CA 94025

PROPOSED FLOOR AREA

APN: 062-233-100	GROUND FLOOR AREA: 1,281 SF
ZONE: R-1-J	SECOND FLOOR AREA: 1,204 SF
LOT SIZE: 7,000 SF	GARAGE: 315 SF
OCCUPANCY GROUP: GROUP R DIVISION 3	COVERED PORCH: 93 SF
GARAGE OCCUPANCY: U	ATTACHED ADU: 800 SF
CONSTRUCTION TYPE: VB	
FLOOD ZONE: AE	
(E) MAIN HOUSE TO BE REMOVED: 1,491 SF	
(E) GUEST HOUSE TO BE REMOVED: 476 SF	

PROJECT INFORMATION 3

ZONING COMPLIANCE			
	Existing	Proposed	Allowed/Required
MAIN HOUSE			
Lot Coverage:	2,219 SF (32%)	1,649 SF (24%)	2,450 SF (35%)
Floor Area:	1,967 SF	2,800 SF	2,800 SF
Setbacks:			
Front (Durham St)	24'-11"	24'-0"	20'-0"
Read	58'-8"	62'-7"	20'-0"
Right (West)	7'-9"	5'-0"	5'-0"
Left (East)	7'-0"	5'-0"	5'-0"
Height:			
		28'-1"	28 FT
ADU Area:			
	-	800 SF	800 SF
ADU Side (West)			
	-	4'-0"	4'-0"
ADU Rear			
	-	10'-11"	4'-0"
Height:			
		12'-1"	28 FT
SQUARE FOOTAGE BREAKDOWN (MAIN HOUSE + ADU)			
	Existing	Change in	Total Proposed
Habitable Living Area	1,567 SF	+1,718 SF	3,285 SF
Non-Habitable Floor area	400 SF	-95 SF	315 SF
LOT CALCULATIONS			
Net Lot Area:	7,000 SF		
Landscaping breakdown	Total Hardscape area (existing and proposed): 4,131 SF		
	Existing Softscape (undisturbed) area: 0 SF		
	New Softscape area: 2,869 SF		
	Sum of all three equals the sites net lot area: 7,000 SF		

PROJECT SUMMARY TABLE 4

PLANNING REVIEW SUBMITTAL - REVISION 3 - NOT FOR CONSTRUCTION

Date: 11/13/23
Rev: 3 PLANNING REVIEW REV3 3/28/24
2 PLANNING REVIEW REV2 03/1/24
1 PLANNING REVIEW REV1 1/30/24

Sheet Title
Cover Sheet

Sheet No.
A0.1



DURHAM STREET SCAPE 3



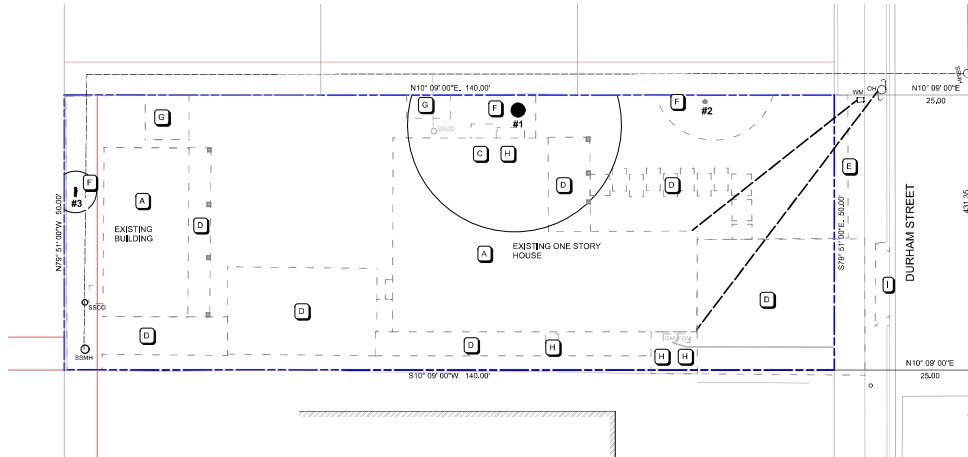
AERIAL MAP 1

- DEMO SHEET NOTES**
Scale: 3/32" = 1'-0"
- REMOVE ENTIRE EXISTING HOUSE, GARAGE AND ROOF, REFER TO PROPOSE FLOOR PLAN.
 - REMOVE ENTIRE EXISTING STRUCTURE AND CRAWL SPACE, REFER TO PROPOSED SITE PLAN AND FLOOR PLAN FOR NEW HOUSE LOCATION.
 - REMOVE EXISTING SHED
 - ALL PAVED OUTDOORS CONCRETE PATH, SURFACES, ENTRY PATH, GRAVEL PATH AND DRIVEWAY ARE TO BE REMOVED.
 - EXISTING FENCE TO BE REMOVED.
 - TREE #1 & #3 TO REMAIN, ALL OTHER EXISTING TREES ARE PROPOSED TO BE REMOVED, SEE TREE SCHEDULE.
 - REMOVE EXISTING PLANTER.
 - REMOVE EXISTING FIRE PLACE, AC UNIT, GAS METER & ELECTRICAL METER.
 - REMOVE EXISTING CURB CUT

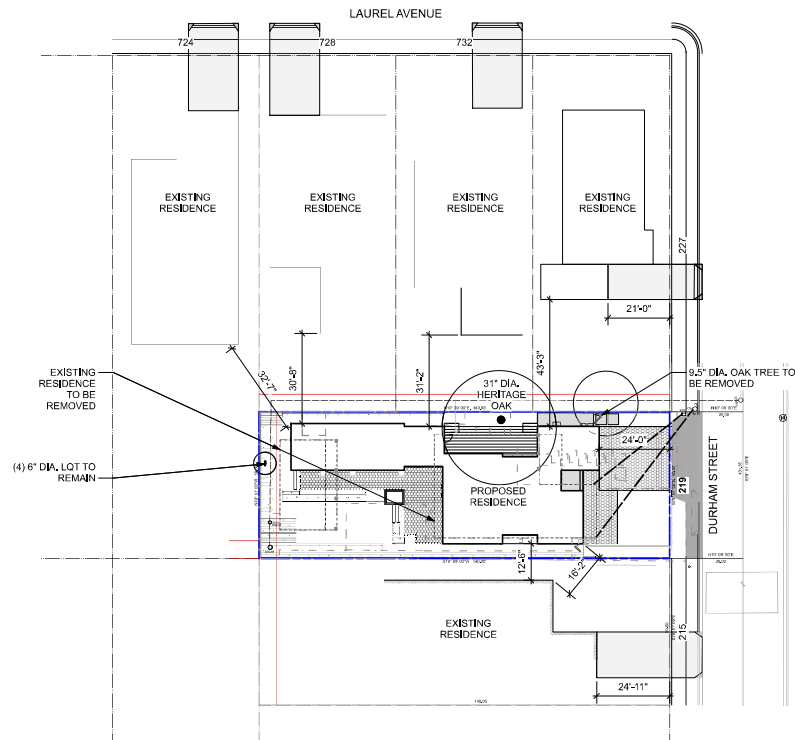
DEMO SHEET NOTES 5

- GENERAL NOTES**
Scale: 3/32" = 1'-0"
- CONTRACTOR SHALL COORDINATE DEMOLITION WORK WITH NEW CONSTRUCTION DRAWINGS TO DETERMINE DIMENSIONS AND TO ENSURE THAT NO SERVICES WHICH ARE TO REMAIN ARE DISTURBED.
 - THE CONTRACTOR SHALL VERIFY ALL EXISTING CONSTRUCTION, CONDITIONS PRIOR TO COMMENCEMENT OF DEMOLITION OPERATIONS.
 - THE SCOPE OF WORK SHALL INCLUDE ALL REMOVALS AS REQUIRED BY THE DRAWINGS AS WELL AS ALL REMOVALS NOT SPECIALLY INDICATED ON DRAWINGS BUT NECESSARY FOR THE COMPLETION OF THE WORK.
 - UPON COMPLETION OF THE DEMOLITION WORK, THE CONTRACTOR SHALL LEAVE AREAS BROOM CLEAN.
 - TREE #1, #3 - CREATE TREE PROTECTIVE FENCE AROUND EXISTING TREE TO REMAIN AS REQUIRED.

GENERAL NOTES 4



DEMO SHEET NOTES 5



AREA PLAN 2

Bhatia Residence

219 Durham St
Menlo Park, CA 94025



PLANNING REVIEW SUBMITTAL REVISION 3 - NOT FOR CONSTRUCTION

Date: 11/13/23
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1 PLANNING REVIEW REV1 1/30/24

Sheet Title
Area Map & Existing Site Plan

Sheet No.
EC-1



FRONT ELEVATIONS 1



GUEST HOUSE ELEVATION 3



REAR ELEVATION 2



SIDE ELEVATION (RIGHT) 5



SIDE ELEVATION (LEFT) 4



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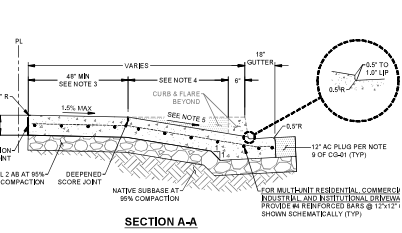
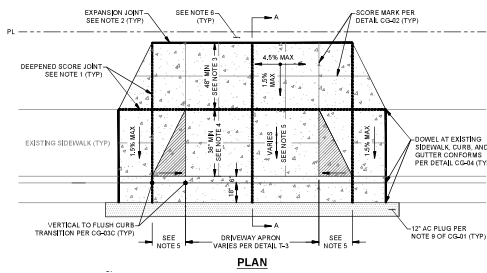


PLANNING REVIEW SUBMITTAL_REVISION 3 - NOT FOR CONSTRUCTION

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2 PLANNING REVIEW REV2 03/1/24
1 PLANNING REVIEW REV1 1/30/24

Sheet Title
**Exiting
Condition
Photos**

Sheet No.
EC-2



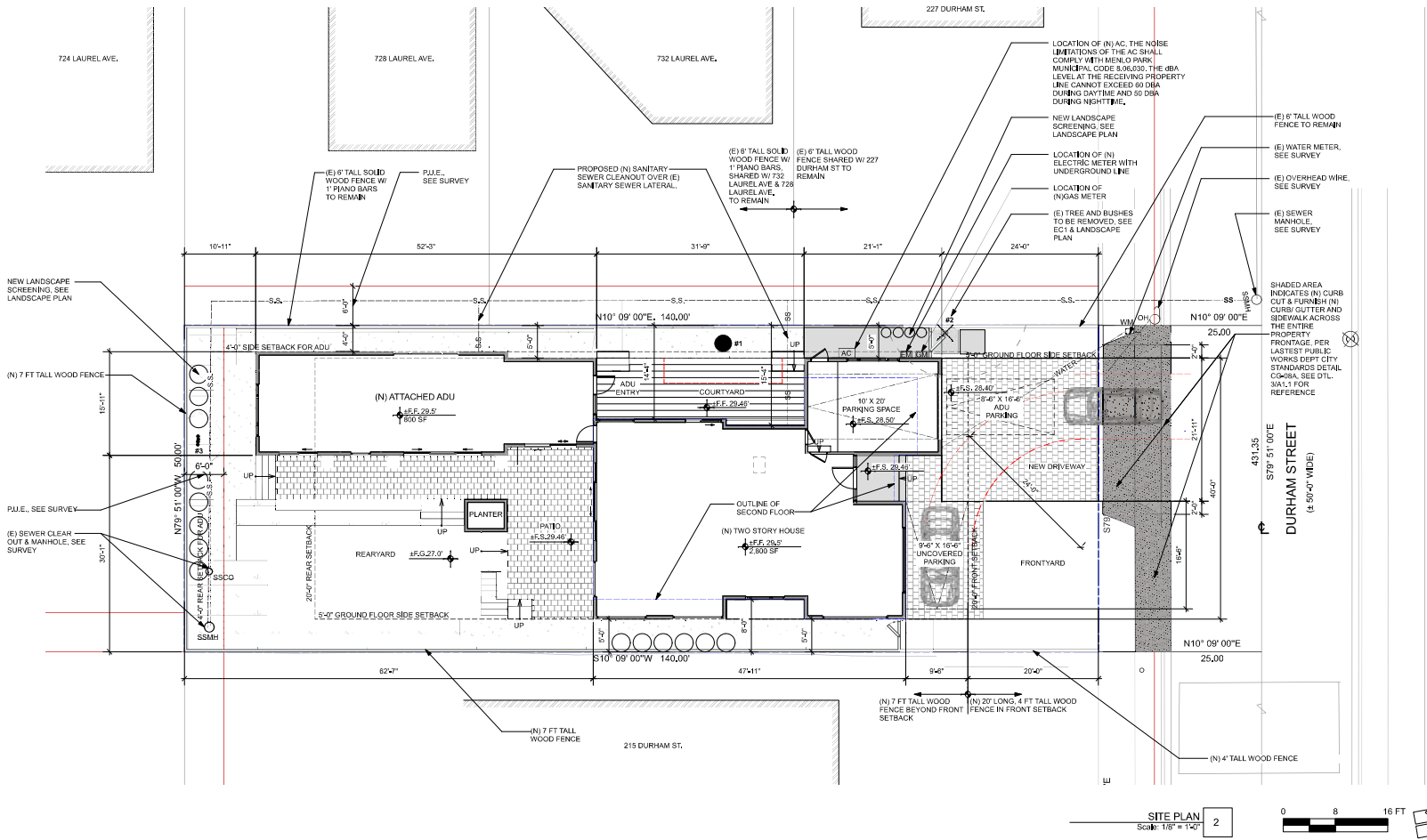
NOTES:
 1. INSTALL DEEPENED SCORE JOINTS AT THE DRIVEWAY CENTER, EDGE/TOP OF FLARE, AND EVERY 10' PER CG-02.
 2. INSTALL EXPANSION JOINTS EVERY 20' PER CG-02 AND AT BACK OF WALK WHERE ADJUTING EXISTING CONCRETE DRIVEWAYS UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER/DESIGNER.
 3. SIDEWALKS AT DRIVEWAYS SHALL BE NO LESS THAN 48" WIDE IN ALL DIRECTIONS.
 4. PRIOR TO WORK, CONTACT THE CITY ENGINEER OR DESIGNER FOR INSTRUCTIONS IF CONSTRAINTS PRECLUDE A 30" MINIMUM APRONS LESS THAN 30" ARE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER OR DESIGNER.
 5. DRIVEWAY FLARES SHALL BE 2" MINIMUM UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER AND/OR DESIGNER. SLOPES SHALL FACILITATE A SMOOTH VERTICAL TO FLUSH CURB TRANSITION PER DETAIL CG-03C.
 6. MATERIAL BETWEEN THE BACK OF DRIVEWAY AND ROW VARIES PER PROJECT AND SHALL BE STRUCTURALLY SUFFICIENT TO HANDLE VEHICULAR LOADS SUBJECT TO THE CITY'S APPROVAL. THE CITY IS AUTHORIZED TO REJECT ANY MATERIALS WHICH DOES NOT MEET ITS SATISFACTION.

ID	LATIN NAME	COMMON NAME	DBH	TPZ	HERITAGE	NOTES
1	Quercus agrifolia	Coast Live Oak	3"		Yes	to remain
2	Quercus agrifolia	Coast Live Oak	10"		NO	proposed to be removed
3		LOG	6"		NO	to remain

SEE LANDSCAPE DRAWINGS FOR EXISTING AND PROPOSED PAVING & HARDSCAPE CALCULATIONS
 SEE ARBORIST REPORT & LANDSCAPE PLAN FOR TREE IDENTIFICATION AND PROTECTION INFORMATION

DRIVEWAY WITH MONOLITHIC SIDEWALK- STD. DETAIL CG-08A
 Scale: N.T.S. 3

DRIVEWAY WITH MONOLITHIC SIDEWALK- STD. DETAIL CG-08A
 Scale: 1/8" = 1'-0" 3



SITE PLAN
 Scale: 1/8" = 1'-0" 2



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 info@360designstudio.net

Bhatia Residence
 219 Durham St.
 Menlo Park, CA 94025



Date: 11/13/23
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 2 PLANNING REVIEW REV 2 3/01/24
 1 PLANNING REVIEW REV 1 1/09/24

Sheet Title
Proposed Site Plan

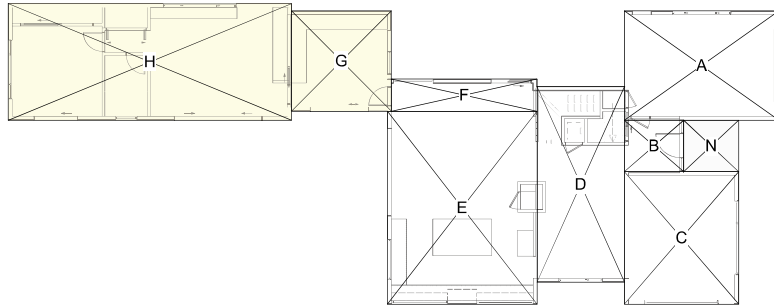
Sheet No.
A1.1

Bhatia Residence

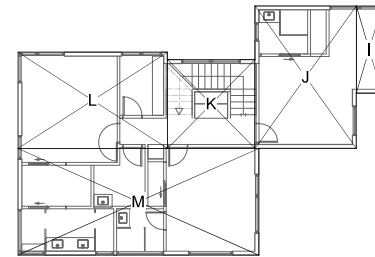
219 Durham St.
Menlo Park, CA 94025



Summary Table		
Section	Dimensions	Area (SF)
GROUND FLOOR		
GARAGE - A		
	21'-1" X 14'-11"	315
	B 8'-1" X 7'-0"	57
	C 15'-7" X 18'-1"	282
	D 11'-11" X 26'-8"	318
	E 20'-5" X 26'-4"	537
	F 19'-10" X 4'-5"	87
GROUND FLOOR AREA		1596
SECOND FLOOR		
	I 3'-8" X 11'-11"	42
	J 13'-10" X 19'-6"	270
	K 11'-11" X 12'-2"	145
	L 20'-5" X 13'-2"	269
	M 32'-10" X 14'-7"	478
SECOND FLOOR AREA		1204
TOTAL FLOOR AREA		2800
COVERED PORCH		
	N 7'-6" X 7'-0"	53
TOTAL COVERED PORCH AREA		53
ATTACHED ADU - G		
	13'-8" X 13'-8"	186
	H 36'-7" X 15'-11"	614
TOTAL ATTACHED ADU AREA		800
GRAND TOTAL PROPOSED =		3600



Area Calculations Ground Floor
Scale: 1/8" = 1'-0" 2



Area Calculations Second Floor
Scale: 1/8" = 1'-0" 1

PLANNING REVIEW SUBMITTAL_REVISION 3 -NOT FOR CONSTRUCTION

Date:	11/13/23
Rev:	3 PLANNING REVIEW REV3 3/28/24
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	1 PLANNING REVIEW REV1 1/09/24

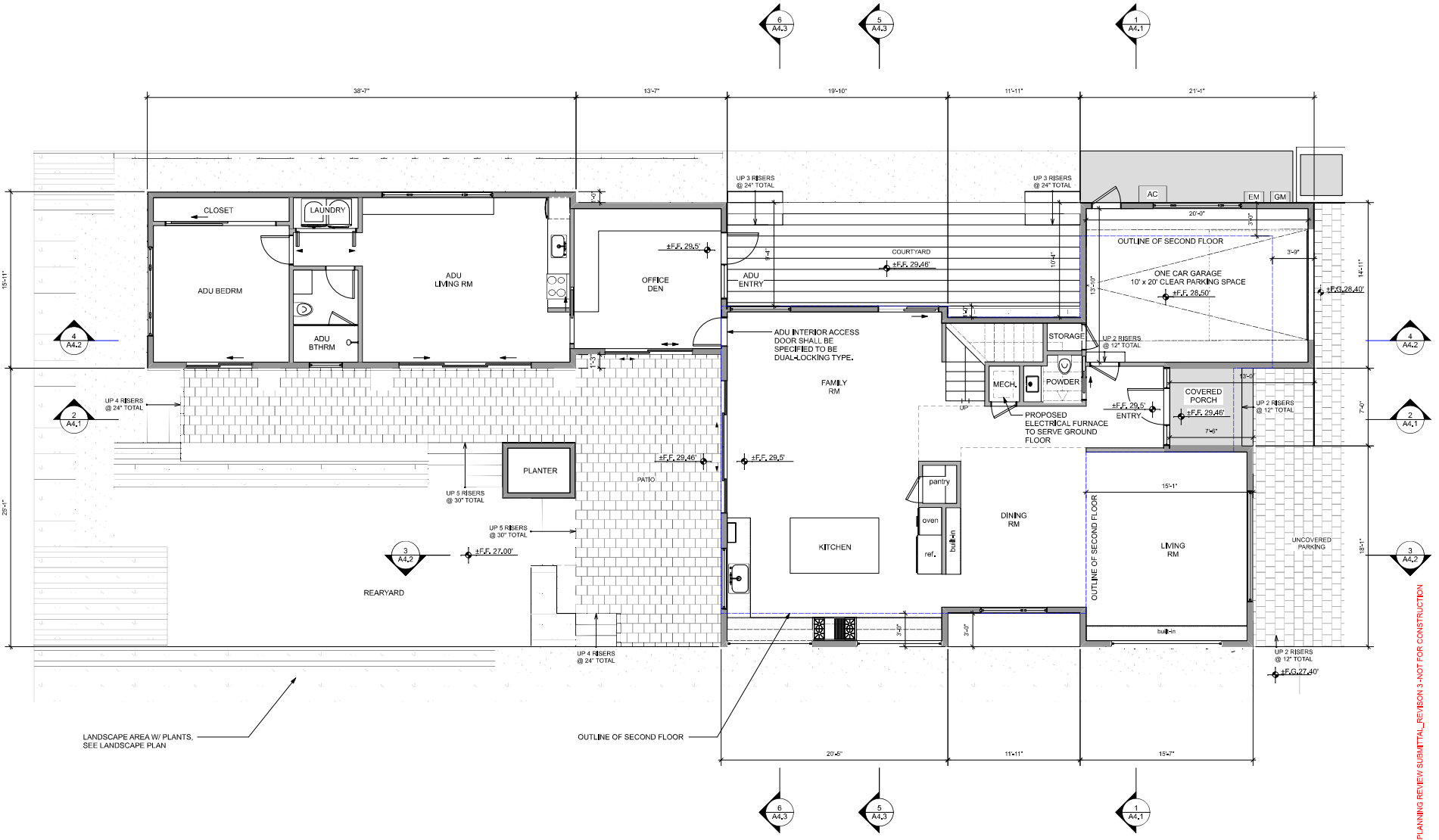
Sheet Title
**Area Calcs
Diagram**

Sheet No.
A1.2



Date: 11/13/23
Rev: 3 PLANNING REVIEW REV3 3/28/24
2 PLANNING REVIEW REV2 3/01/24
1 PLANNING REVIEW REV1 1/09/24

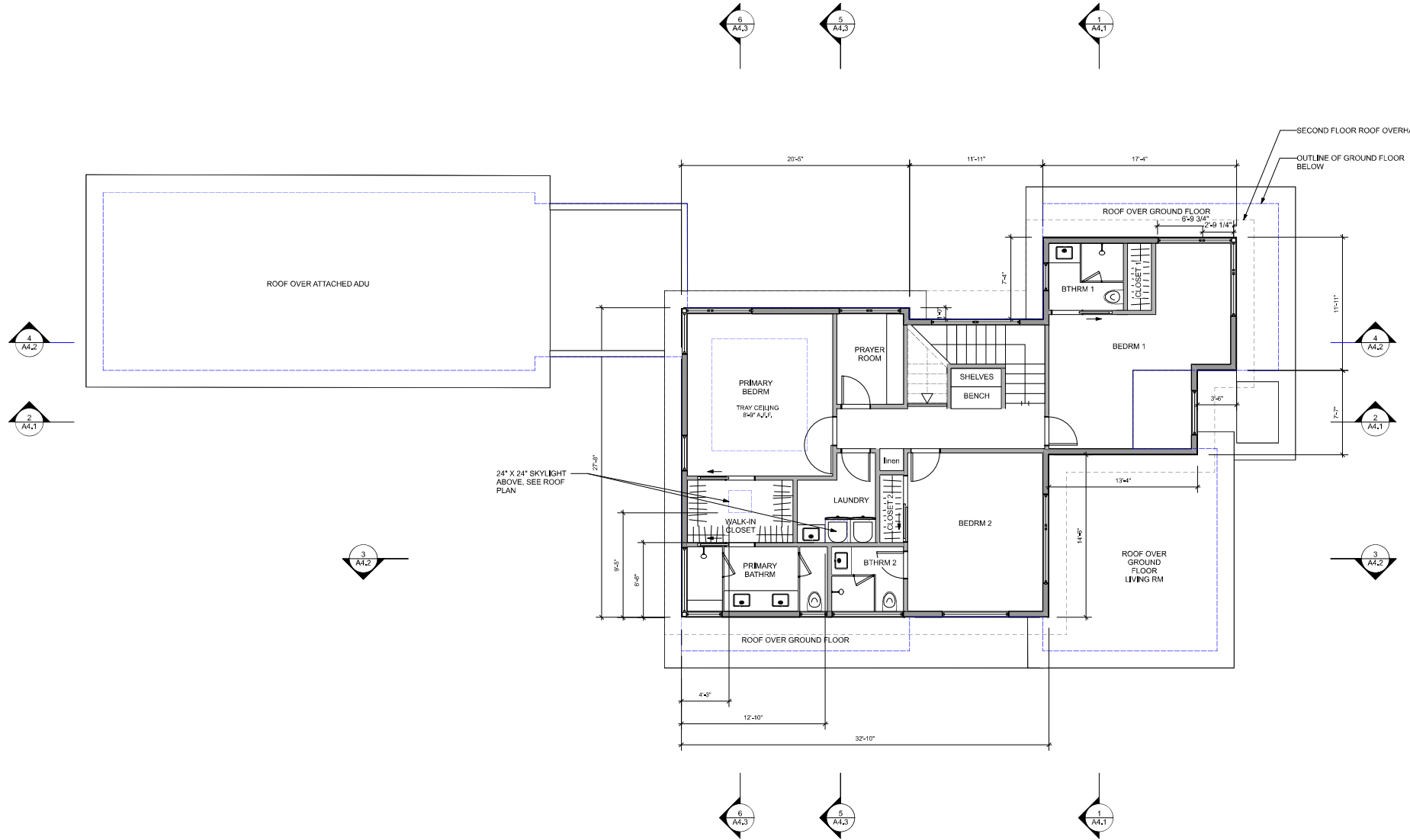
Sheet Title
Ground Floor Plan
Sheet No.
A2.1



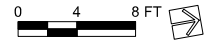
PLANNING REVIEW SUBMITTAL_REVISION 3 - NOT FOR CONSTRUCTION



Proposed Ground Floor Plan
Scale: 1/4" = 1'-0"



PLANNING REVIEW SUBMITTAL REVISION 3 - NOT FOR CONSTRUCTION



Proposed Second Floor Plan
Scale: 1/4" = 1'-0"

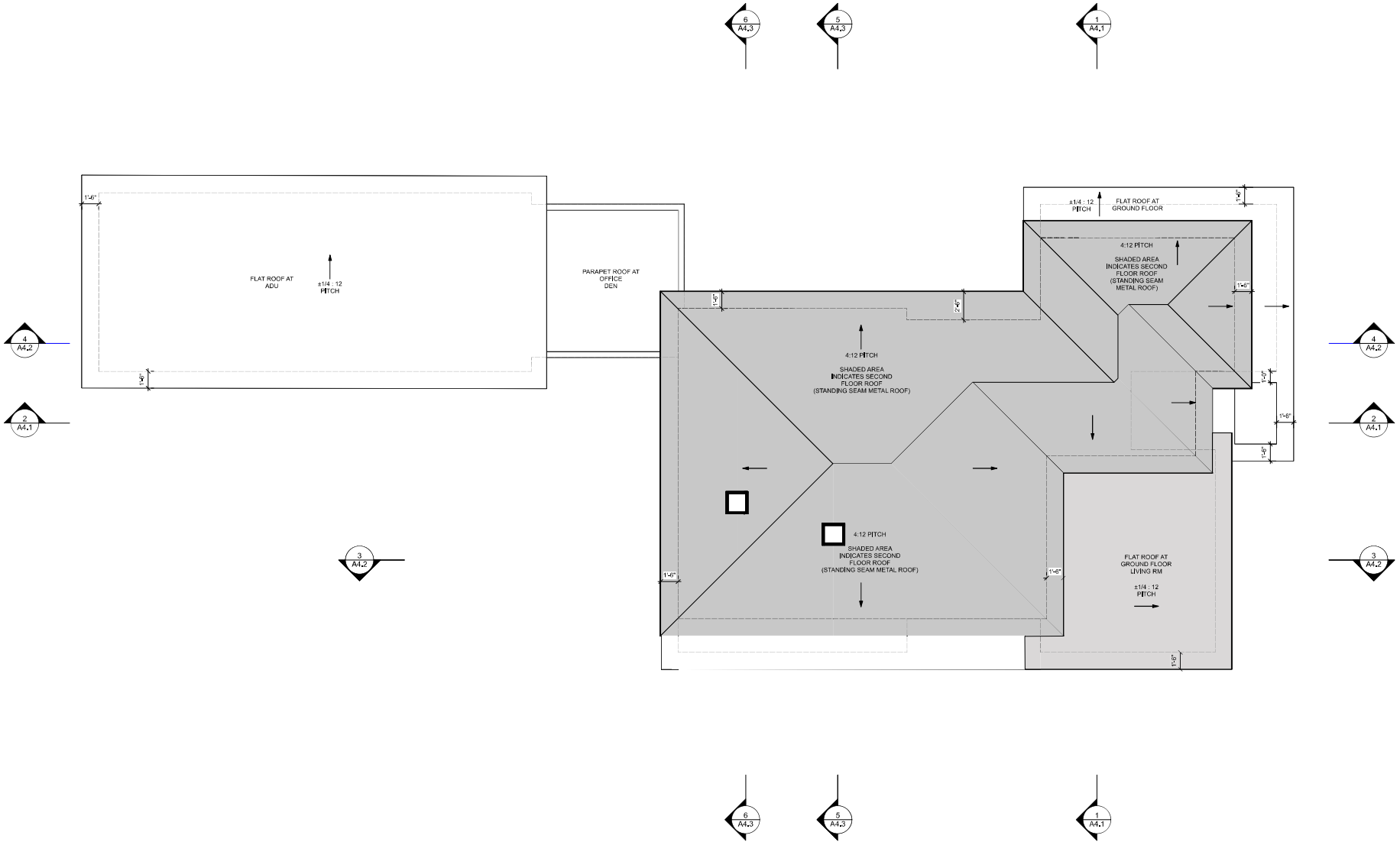
2

Date:	11/13/23
Rev:	3 PLANNING REVIEW REV3 3/28/24
	2 PLANNING REVIEW REV2 3/01/24
	1 PLANNING REVIEW REV1 1/30/24

Sheet Title	Second Floor Plan
Sheet No.	A2.2

Bhatia Residence

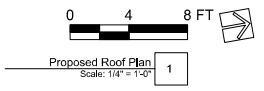
219 Durham St.
Menlo Park, CA 94025



PLANNING REVIEW SUBMITTAL_REVISION 3 -NOT FOR CONSTRUCTION

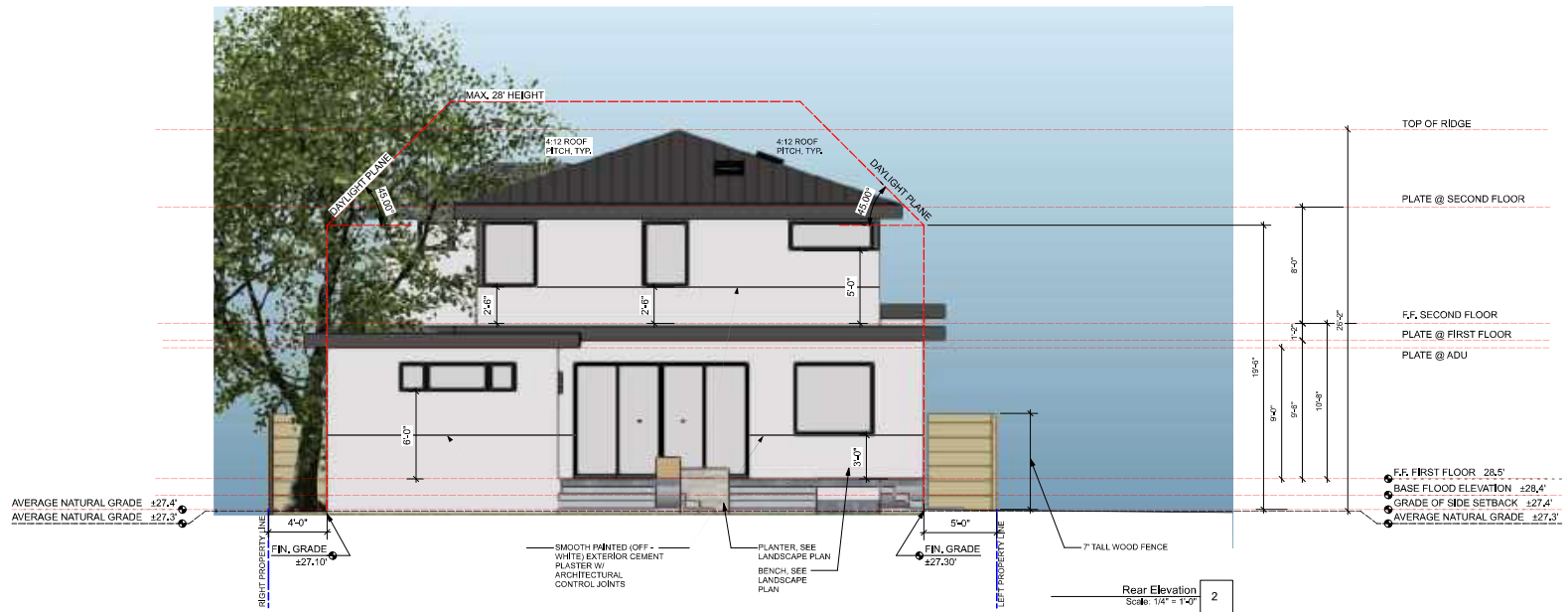
Date:	11/13/23
Rev:	3 PLANNING REVIEW REV3 3/28/24
	2 PLANNING REVIEW REV2 3/01/24
	1 PLANNING REVIEW REV1 1/09/24

Sheet Title	Roof Plan
Sheet No.	A2.3



Bhatia Residence

219 Durham St.
Menlo Park, CA 94025

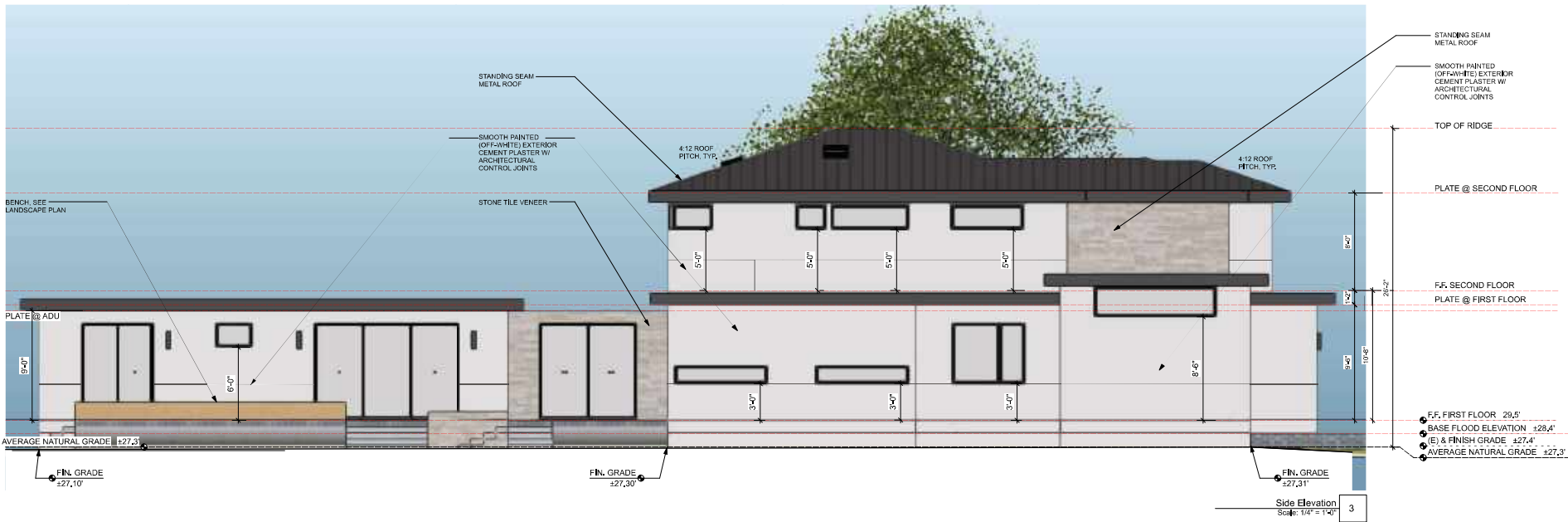


PLANNING REVIEW SUBMITTAL REVISION 3 - NOT FOR CONSTRUCTION

Date:	11/13/23
Rev:	3 PLANNING REVIEW REV3 3/28/24 2 PLANNING REVIEW REV2 3/01/24 1 PLANNING REVIEW REV1 1/09/24

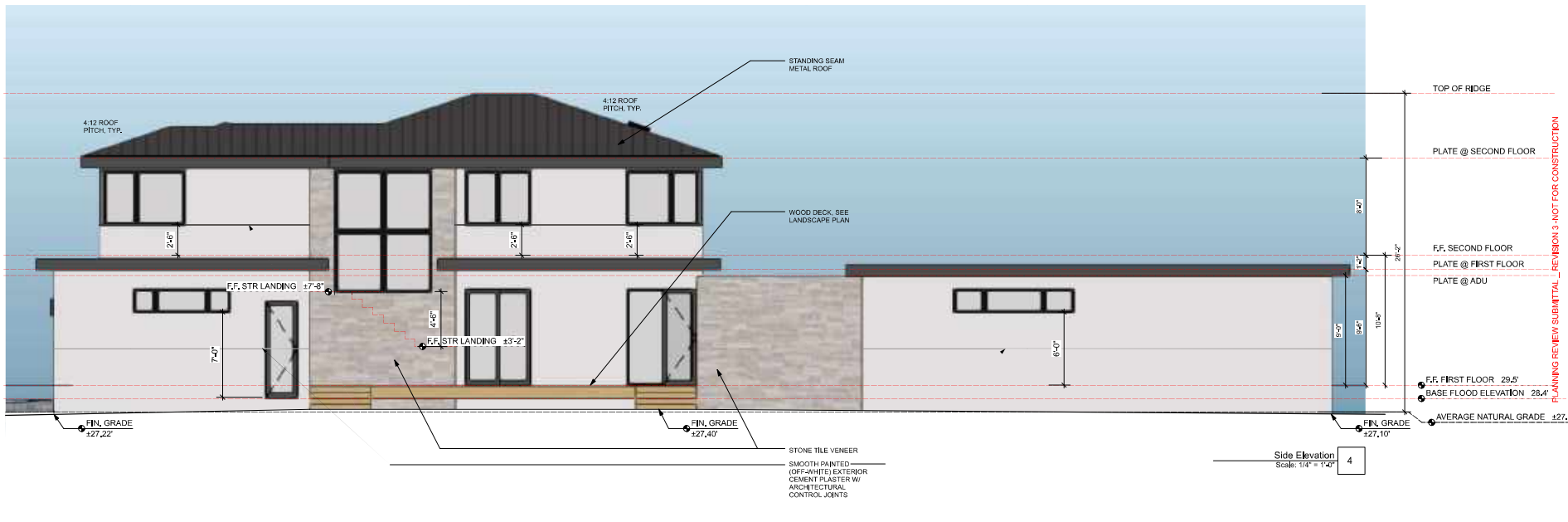
Sheet Title:	Front and Rear Elevations
Sheet No.:	A3.1

Bhatia Residence
219 Durham St.
Menlo Park, CA 94025



Side Elevation
Scale: 1/4" = 1'-0"

3



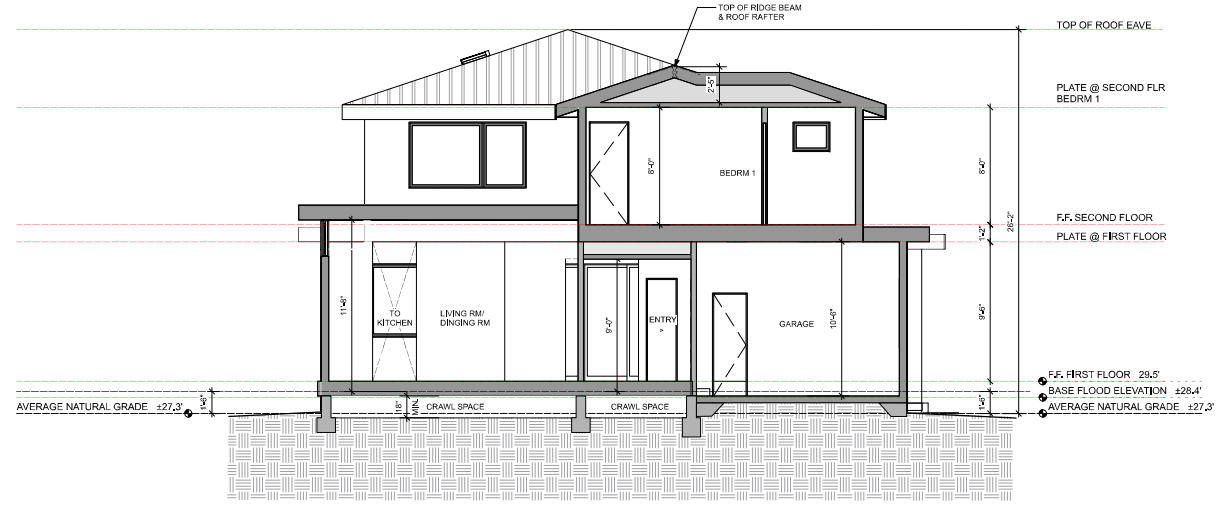
Side Elevation
Scale: 1/4" = 1'-0"

4

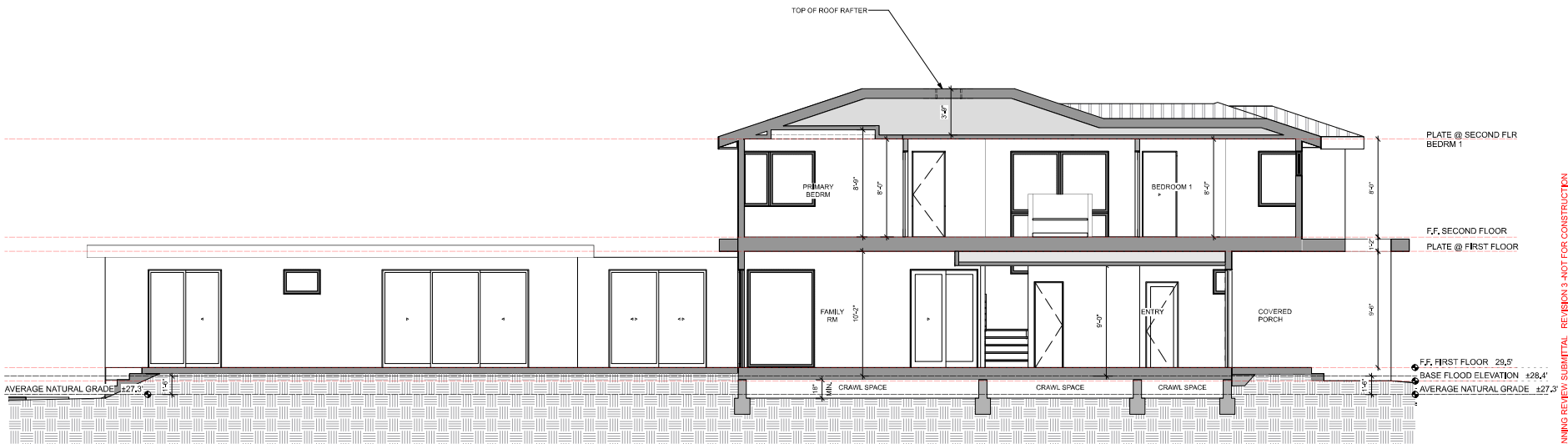
PLANNING REVIEW SUBMITTAL - REVISION 3 - NOT FOR CONSTRUCTION

Date:	11/13/23
Rev:	3 PLANNING REVIEW REV3 3/28/24
	2 PLANNING REVIEW REV2 3/01/24
	1 PLANNING REVIEW REV1 1/09/24

Sheet Title	Side Elevations
Sheet No.	A3.2



Section Thru Garage & Living Rm
Scale: 1/4" = 1'-0"

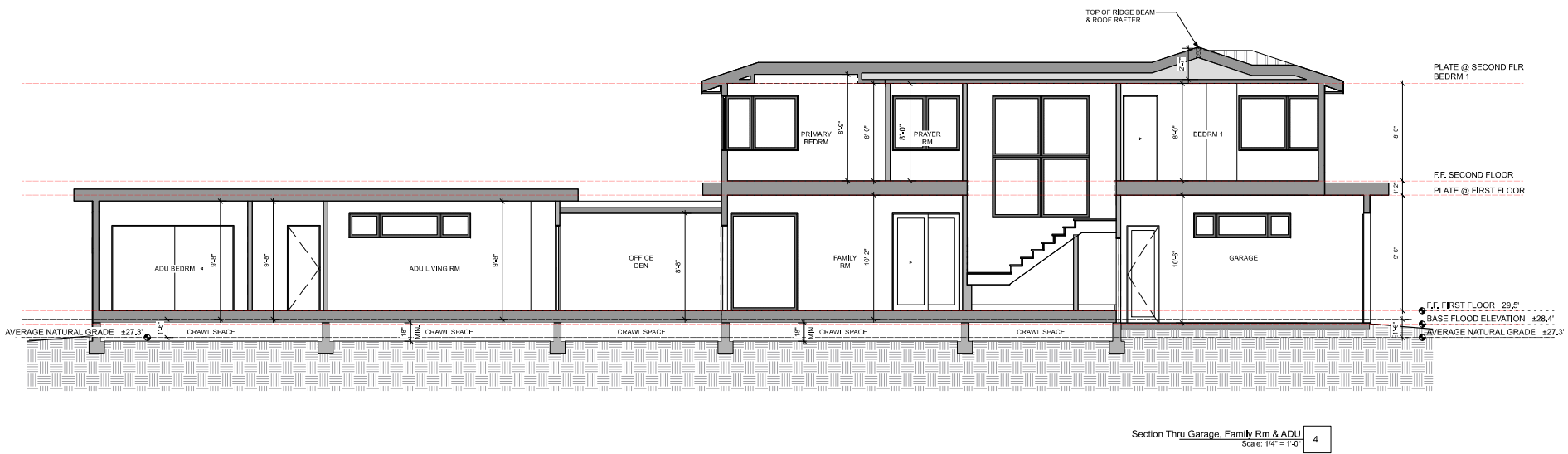
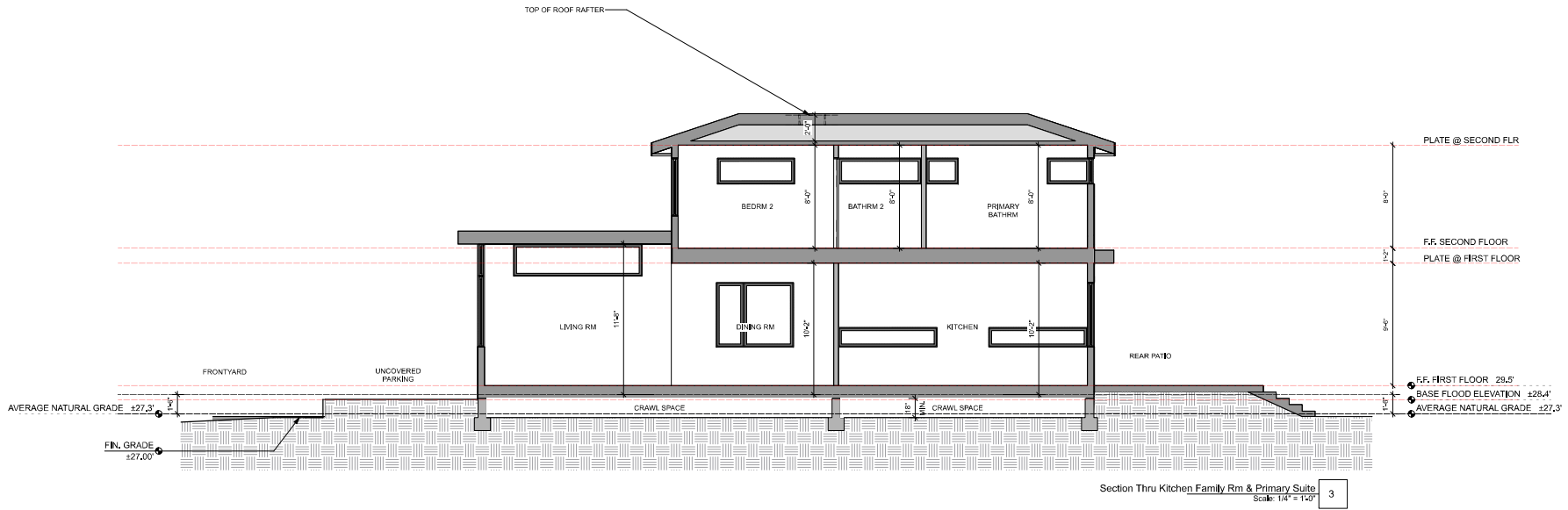


Section Thru Entry & Family Rm
Scale: 1/4" = 1'-0"

PLANNING REVIEW SUBMITTAL, REVISION 3 - NOT FOR CONSTRUCTION

Date:	11/13/23
Rev:	3 PLANNING REVIEW REV3 3/28/24
	2 PLANNING REVIEW REV2 3/01/24
	1 PLANNING REVIEW REV1 1/09/24

Sheet Title	Sections
Sheet No.	A4.1



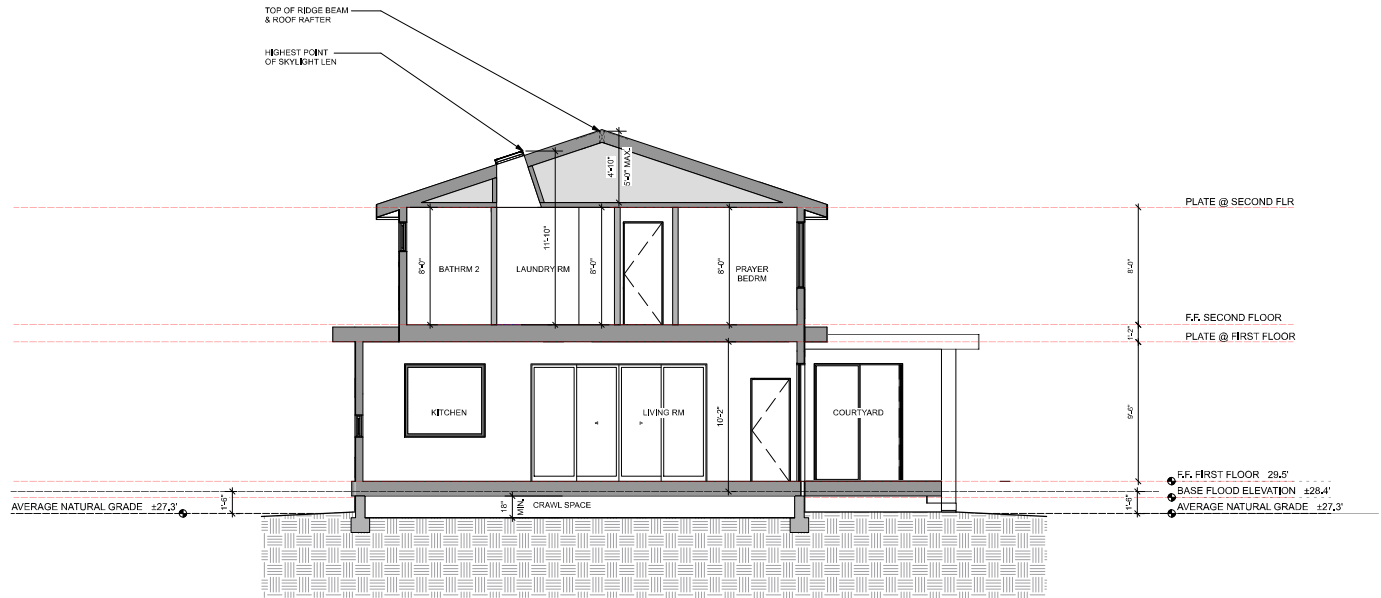
PLANNING REVIEW SUBMITTAL - REVISION 3 - NOT FOR CONSTRUCTION

Date:	11/13/23
Rev:	3 PLANNING REVIEW REV 3 3/28/24
	2 PLANNING REVIEW REV 2 3/01/24
	1 PLANNING REVIEW REV 1 1/09/24

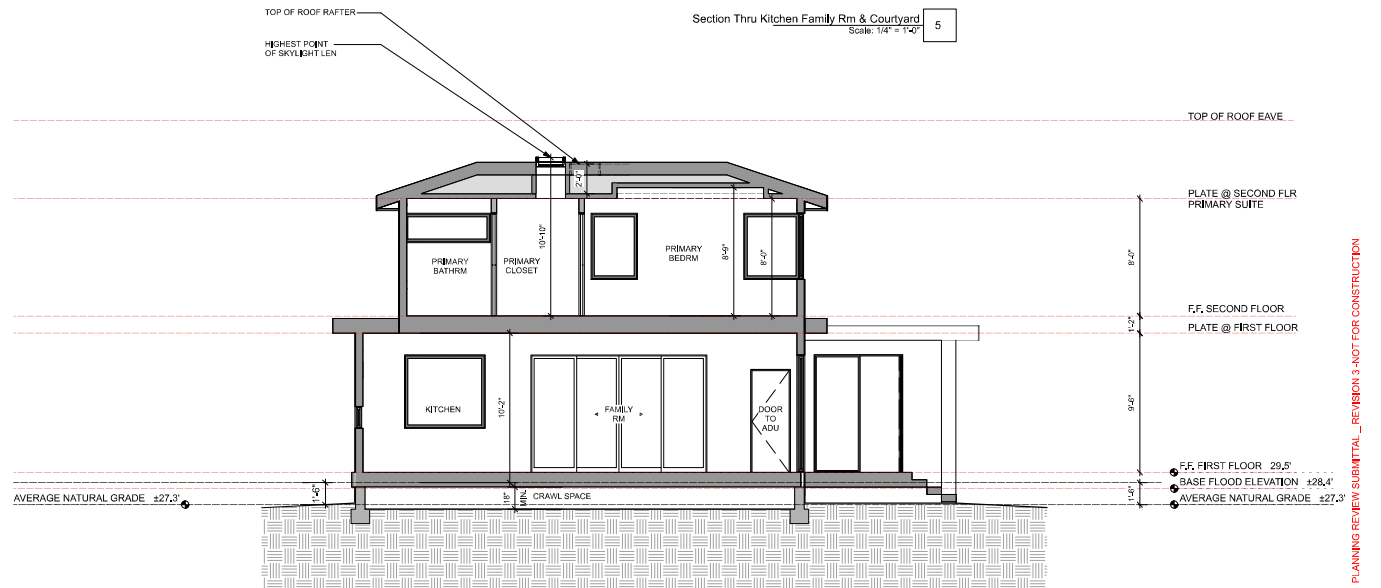
Sheet Title	Sections
Sheet No.	A4.2

Bhatia Residence

219 Durham St.
Menlo Park, CA 94025



Section Thru Kitchen Family Rm & Courtyard
Scale: 1/4" = 1'-0" 5



Section Thru Kitchen Family Rm & Primary Suite
Scale: 1/4" = 1'-0" 6

PLANNING REVIEW SUBMITTAL - REVISION 3 - NOT FOR CONSTRUCTION

Date:	11/13/23
Rev:	3 PLANNING REVIEW REV3 3/28/24
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	1 PLANNING REVIEW REV1 1/09/24

Sheet Title	Sections
Sheet No.	A4.3



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Bhatia Residence

219 Durham St.
Menlo Park, CA 94025



PLANNING APPROVAL SUBMITTA_REVISION 3L - NOT FOR CONSTRUCTION

Date:
11/13/23
Rev:
3 PLANNING REVIEW REV3 3/28/24
2 PLANNING REVIEW REV2 3/01/24
1 PLANNING REVIEW REV1 1/30/24

Sheet Title
3D Views

Sheet No.
A5.1



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info@360designstudio.net

Bhatia Residence

219 Durham St.
Menlo Park, CA 94025



PLANNING APPROVAL SUBMITTA_REVISION 3.-NOT FOR CONSTRUCTION

Date:	11/13/23
Rev:	3 PLANNING REVIEW REV3 3/28/24
	2 PLANNING REVIEW REV2 3/01/24
	1 PLANNING REVIEW REV1 1/30/24

Sheet Title
3D Views

Sheet No.
A5.2

REVISIONS	BY

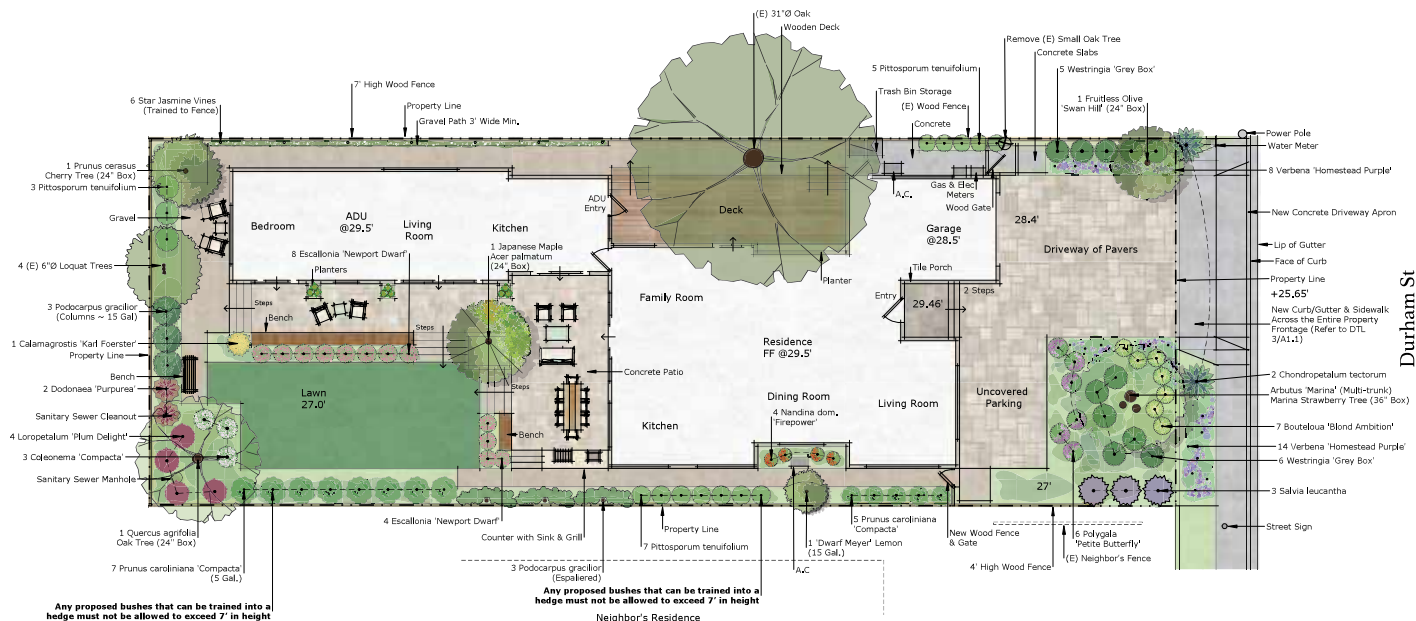
KAREN AITKEN & ASSOCIATES
LANDSCAPE ARCHITECTS
 8762 Rancho Real Gilroy Ca. 95020
 Calif. Reg.# 2239 (408) 842-0245
 karen@kaa.design

BHATIA RESIDENCE
 219 Durham St, Menlo Park, CA
LANDSCAPE PLAN



DATE 03-29-24
 SCALE 1/8"=1'-0"
 DRAWN PD-SL
 JOB BHATIA

L-1



Plant Photos

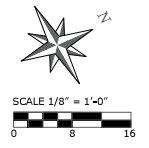


PLANT LEGEND						
BOTANICAL	COMMON	SIZE	ZONE	WATER	REMARKS	
Tree						
Arbutus Marina	Marina Strawberry Tree	36" Box	7	Low	Shrub-type	
Citrus Meyer Lemon	Meyer Lemon	15 Gal	7	Low		
Quercus agrifolia	Coast Live Oak	24" Box	7	Low		
Pittosporum tenuifolium	Blackstem Pittosporum	5 Gal	7	Low		
Podocarpus gracilior	Fern Pine	15 Gal	7	Low		
Arbutus Marina	Marina Strawberry Tree	36" Box	7	Low		
Prunus caroliniana	Dwarf Carolina Laurel Cherry	5 Gal	7	Low		
Salvia leucantha	Mexican Sage	5 Gal	7	Low		
Verbena 'Homestead Purple'	Homestead Purple Verbena	5 Gal	7	Low		
Westringia 'Grey Box'	Grey Box	5 Gal	7	Low		
Salvia leucantha	Mexican Sage	5 Gal	7	Low		
Prunus caroliniana	Dwarf Carolina Laurel Cherry	5 Gal	7	Low		

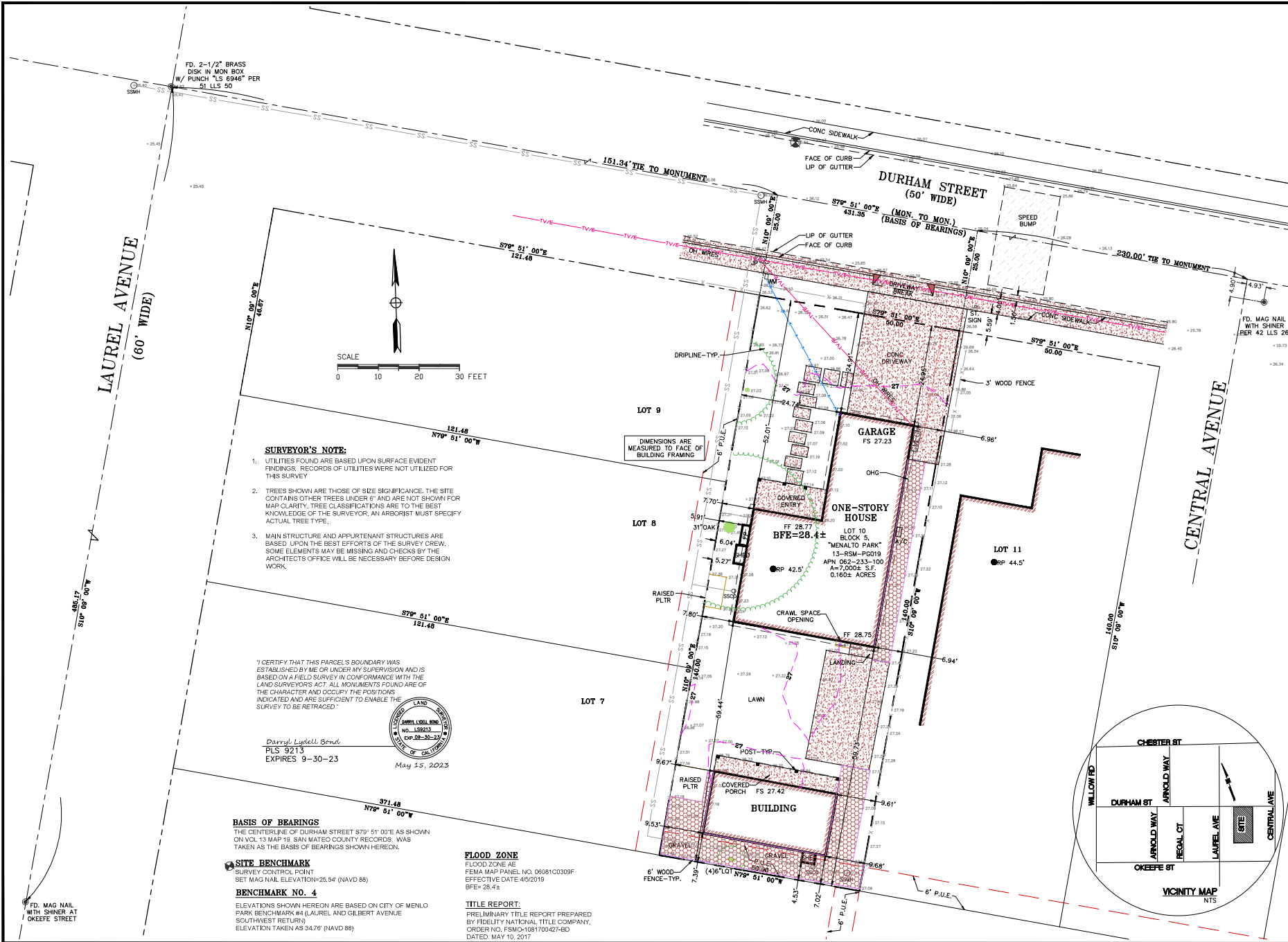
*** NOTES**
 Any proposed bushes that can be trained into a hedge must not be allowed to exceed 7' in height.

The fountain requires maximum of 12" excavation

(E) = Existing



Karen Aitken & Associates - These drawings are instruments of service, issued for a one-time single use by the owner. The entire contents of these drawings is copyright Karen Aitken & Associates, Landscape Architect retains all rights and title. No part may be reproduced in any fashion or medium without the express written approval of the landscape architect. The proper electronic transfer of data shall be the user's responsibility without liability to the landscape architect, Owner shall assume responsibility for compliance with all easements, setback requirements and property lines, Owner shall acquire all necessary permits required to perform work shown on plans, Base information has been provided by the owner, Karen Aitken & Associates assumes no liability for the accuracy of said property line boundaries, fence lines or property corners.



LAUREL AVENUE
(60' WIDE)

DURHAM STREET
(50' WIDE)
(BASIS OF BEARINGS)

CENTRAL AVENUE

SURVEYOR'S NOTE:

- UTILITIES FOUND ARE BASED UPON SURFACE EVIDENT FINDINGS. RECORDS OF UTILITIES WERE NOT UTILIZED FOR THIS SURVEY.
- TREES SHOWN ARE THOSE OF SIZE SIGNIFICANCE. THE SITE CONTAINS OTHER TREES UNDER 6" AND ARE NOT SHOWN FOR MAP CLARITY. TREE CLASSIFICATIONS ARE TO THE BEST KNOWLEDGE OF THE SURVEYOR. AN ARBORIST MUST SPECIFY ACTUAL TREE TYPE.
- MAIN STRUCTURE AND APPURTENANT STRUCTURES ARE BASED UPON THE BEST EFFORTS OF THE SURVEY CREW. SOME ELEMENTS MAY BE MISSING AND CHECKS BY THE ARCHITECT'S OFFICE WILL BE NECESSARY BEFORE DESIGN WORK.

I CERTIFY THAT THIS PARCEL'S BOUNDARY WAS ESTABLISHED BY ME OR UNDER MY SUPERVISION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE LAND SURVEYORS ACT. ALL MONUMENTS FOUND ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



Darrin Lyell Bond
PLS 9213
EXPIRES 9-30-23
May 15, 2023

BASIS OF BEARINGS
THE CENTERLINE OF DURHAM STREET S79° 51' 00" E AS SHOWN ON VOL 13 MAP 19, SAN MATEO COUNTY RECORDS, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN HEREON.

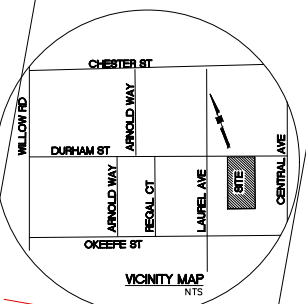
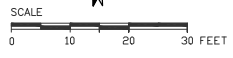
SITE BENCHMARK
SURVEY CONTROL POINT
SET MAG NAIL ELEVATION=25.54' (NAVD 88)

BENCHMARK NO. 4
ELEVATIONS SHOWN HEREON ARE BASED ON CITY OF MENLO PARK BENCHMARK #4 (LAUREL AND GILBERT AVENUE, SOUTHWEST RETURN)
ELEVATION TAKEN AS 34.78' (NAVD 88)

FLOOD ZONE
FLOOD ZONE AE
FEMA MAP PANEL NO. 06081C0309F
EFFECTIVE DATE: 4/5/2019
BFE= 28.4±

TITLE REPORT:
PRELIMINARY TITLE REPORT PREPARED BY FIDELITY NATIONAL TITLE COMPANY, ORDER NO. FSMC-1081700427-BD DATED: MAY 10, 2017.

DIMENSIONS ARE MEASURED TO FACE OF BUILDING FRAMING



TOPOGRAPHIC AND BOUNDARY SURVEY

219 DURHAM STREET
SAN MATEO COUNTY
MENLO PARK

CS1

DATE: 5-10-2023
SHEET NO.: 1
JOB NO.: 219 DURHAM STREET
CAO FILE:

NIN ENGINEERING SERVICES CO.
DARRIN LYLLE BOND PLS 9213
535 WETMORE AVE., SUITE 100, CA 94023
(415) 348-7813
ninengineering@niso.com

CALIFORNIA

360 Design Studio

Date: Jan 30, 2024

Project Description

Site location: 219 Durham St., Menlo Park, CA 94025

Purpose of the proposal

The main purpose of the proposal is to increase habitable living space square footage and to improve the quality of the livable space for a family of 4 and occasional in-law visits.

Scope of work

The scope includes demolishing the existing single-story, the attached 2-car garage, and the guest house to construct a new two-story, single-family residence with an attached one-car garage and an attached ADU.

Architectural style, materials, colors, and construction methods

The proposed house is designed in a contemporary style with a flat roof on the first level and a hip roof on the second level. The exterior materials would vary with smooth painted cement plaster, horizontal architectural control joints, stone tile veneer, dark gray window and door trims, and a standing seam metal roof. The overall color palette of the exterior walls will be an off-white warm tone. Both the first and second levels will have the same constant color tone. Driveway pavers will be light to medium gray tone. The construction method will be a typical wood framing construction.

Basis for site layout

Setback: The front setback of the house is 24' to provide a sufficient driveway and turning radius leading to the 9'-6" x 16'-6" uncovered parking space. Side setbacks are 5'-0" on both sides. Side setback of the attached ADU is 4'-0". Rear setback is 62'-7" for the main house and 10'-11" for the attached ADU.

Flood zone: This property is in flood zone AE. Per the survey, the base flood elevation (BFE) is 28.4'. The design flood elevation (DFE) is 29.4'. The proposed finish floor of the ground level is set at 29.5'.

Tree/Landscaping: Trees #1 and #3, see site plan 1/A1.1, are the two heritage trees proposed to remain at the site. Per the arborist report, the two heritage trees will have moderate impacts and can be incorporated into the project by providing mitigation measures by tree protection fencing, hand trenching, and supervised root pruning.

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Los Altos, Ca 94024
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bahi@360designstudio.net

Existing and proposed uses

Both existing and proposed uses are for residential use.

Outreach to neighboring properties

The owner has reached out to 8 neighbors by sending an outreach letter through emails. Please see the uploaded documents for related outreach documents, including notification letters of neighborhood outreach and email correspondence.

- 215 Durham Ave (shares east fence)- Approval attached
- 227 Durham St (shares west fence)-Communication attached
- 728 Laurel Ave (Shares west fence)- General support attached. Questions answered. Owner followed up for any further questions, but doesn't seem like the neighbor has any questions.
- 216 Durham St (across the street)-Approval attached
- 724 Laurel Ave (shares south fence)- Owner reached out, but no response.
- 220 Durham St (across the street)- Reached out and followed up, but no response
- 732 Laurel Ave (shares west fence)- Long-term rental. Not relevant.
- 804 Laurel Ave (across the street)- Reached out but no response

New Two Story house + ADU

12/20/23

219 Durham Street
Menlo Park 94025

Application #: PLN2023-00043

Dear Neighbor,

My name is Bheem Bhatia and I own the house on 219 Durham Street. We have retained 360 Design Studio as our architect to design a new house on our property.

We have been working closely with the city and have come up with a design that is very sensitive to the neighborhood and community. With the rich textures and materials and lots of beautiful landscaping, we think this house will add value to the neighborhood and will be a huge improvement over the house that is currently here.

We stopped by your house to share the Design Review package that we recently submitted to the city. The package has already been reviewed by the city staff and they're supportive of the proposal. Most likely, a public hearing will be scheduled in January or February 2024. If you're the homeowner, you'll be receiving notices a few weeks prior to that date.

While we've made every effort to come up with a design that is respectful of your privacy, we'd like you to review the package and let us know if we've been successful. We're eager to hear your questions or concerns and will do what we can to have your support.

The digital version of the full submittal package can be found here:



We'd be happy to schedule a time for a zoom call, or an in person meeting to show you the plans in person and hear your feedback. Please feel free to reach out by phone or email.

Last but not least, we've enclosed a self addressed, stamped envelope and a letter stating you've reviewed the plans and are supportive of the project. If this is the case, we'd appreciate it if you sign this document and mail it back at your earliest

convenience.

Please feel free to reach out to us or our architect at your convenience.

Looking forward to hearing from you.

Bheem and Sindhu Bhatia

Email:

Phone:

Bahi Oreizy, CA, license# 32375

Email: info@360designstudio.net

Phone: 650-360-2905

We have reviewed the set of drawings submitted to the city for the new house + ADU project on 219 Durham Street Menlo Park 94025. We are supportive of this project and have no objections.

Name: _____

Phone: _____

Email: _____

Address: _____

Signature: _____

Date: _____



Bheem Bhatia <bbheem@gmail.com>

New House Design (219 Durham - Application #: PLN2023-00043)

Losreeds <losreeds215@gmail.com>
To: Bheem Bhatia <bbheem@gmail.com>

Wed, Jan 17, 2024 at 3:54 PM

Hi Bheem,

Thanks for sending this over - sorry for the delay, it has nothing to do with our support of the reconstruction :)

We both are grateful that the design takes into consideration our privacy esp with the window placement on the side our houses share. Thanks! We both are impressed with the overall design of the home, ADU and landscaping and think it will be a very positive addition to the neighborhood.

However, with the proposed design, the second story mass, as designed, will block out much of the natural light that we enjoy today into the rooms where we live most of our time (dining/living room and study). I think we will be required to look into installing some type of skylights to provide natural light into the space post construction, however, these are not concerns that rise to the level of not being supportive of the plans.

Good luck and godspeed with the construction!

Jan & Mike Reed
215 Durham Street
Menlo Park, CA

On Tue, Jan 9, 2024 at 7:10 PM Bheem Bhatia <bbheem@gmail.com> wrote:

Hey both - Some neighbors had trouble accessing the QR code, so here's a link with the plans:
https://www.dropbox.com/scl/fi/khufcxmgcm0qck2g17bb2/219-Durham_Planning-Review-Submittal.pdf?rlkey=sxkdjyxq0hkfiahm5g5n7azsm&dl=0

On Sun, Jan 7, 2024 at 9:11 PM Bheem Bhatia <bbheem@gmail.com> wrote:

Hi Mike & Jan,

As I mentioned, we're planning on re-constructing our house. We have retained 360 Design Studio as our architect to design a new house on our property.

We have been working closely with the city and have come up with a design that is very sensitive to the neighborhood and community. We think this house will add value to the neighborhood and will be a huge improvement over the house that is currently here.

The package (QR code below) has already been reviewed by the city staff and they're supportive of the proposal. Most likely, a public hearing will be scheduled in January or February 2024. The city will likely send out notices in advance of the hearing.

While we've made every effort to come up with a design that is respectful of your privacy, we'd like you to review the package and let us know if we've been successful. We're eager to hear your questions or concerns and will do what we can to have your support.



The digital version of the full submittal package can be found here:

If you could respond indicating your support of the project, that would be great. We're also happy to hear your feedback or you could connect you with our architects as well.

Please feel free to reach out to us or our architect at your convenience.

Looking forward to hearing from you.

Bheem and Sindhu

Email: bbheem@gmail.com

Phone: 510-378-9398

Bahi Oreizy, CA, license# 32375

Email: info@360designstudio.net

Phone: 650-360-2905



Bheem Bhatia <bbheem@gmail.com>

New House Design (219 Durham - Application #: PLN2023-00043)

Kenneth Murray <ksmurray@sbcglobal.net>
To: Bheem Bhatia <bbheem@gmail.com>

Wed, Jan 10, 2024 at 9:59 PM

Thanks, Bheem. I appreciate your responses.

Do let us know if/how/when we can support you and your project.

On Jan 10, 2024, at 1:12 PM, Bheem Bhatia <bbheem@gmail.com> wrote:

Hi Ken - thanks for the support. Addressing your comments / questions in the order asked, below:

- The Office/Den is part of the ADU. The Office/Den is connected to the living room because we have an "Attached ADU". However, it has its own main entrance from the side yard on the right side of the property. Since the house becomes quite long in the back, we introduce a flat roof for the Office/Den to break up the volume for a more dynamic look.
- We think a two-story ADU can look imposing since this is a narrow lot. Also, one-story ADU fits all the functions we need for our in-laws to visit already. We want to see more sky in the backyard and keep it open. We also share the west part of our fence with three neighbors and one more on the south side, so we're kept their privacy in mind when designing
- The water feature will be moving and will keep away mosquitoes. It was put for aesthetic purposes. I got the idea from a house on central ave that has a fountain in their front yard and we quite liked the calming look that water feature gives
- The city wants to review the difference between the existing vs new footprint, not necessarily for property tax evaluation.
- Approx. 1 to 1.5 years. It also largely depends on the contractor, pg&e, weather, etc. Many factors could affect the schedule.
- Construction cost varies a lot depending on the finishes, appliances, contractor, etc. As we get further along with the construction permit (currently we're in the planning permit phase), and we decide on a contractor, I'm happy to share some rough numbers with you.

Hope the above addresses your comments, but please let me know if you have any other questions or comments on the project. Always happy to chat in person as well!

Best,
-Bheem

On Tue, Jan 9, 2024 at 4:57 PM Kenneth Murray <ksmurray@sbcglobal.net> wrote:

Hi, Bheem

Wow !!

Response bottom line up front:

We both wish you and Sindhu nothing but the good luck with this project!

How can we help support you (personally as well as the house project; is there some kind of neighbor response card we can fill out and mail to the city)?

As news this is huge but not entirely surprising; you'd mentioned ambitions for building something very special with help from a select architect. Nice that it is happening so soon. We are very happy for you!

Not much in the way of comments yet; we've just glanced at it (after puzzling over how to open the QR code on our macbook, w/o using my phone camera).

Of course we support your efforts; of course, we are very inclined to do so because you and Sindhu are such wonderful neighbors (and people). That said we would mention anything we thought might be concerning to neighbors; not really seeing much that jumps out (to us) as concerning.

So far, it looks like amazing use of lot space; glad to see lawn remains in backyard (when Willow barks at you, if you listen very closely, you might hear the gratitude).

Only a few questions come to mind (and we support your project regardless of the answers; for some chatting in-person might be preferred):

Little confused about the Office/Den - this is part main house (entry via living room) or part of the ADU (noted as the primary entry to the ADU)? The ADU, including the office/den, has a flat roof? Is this an aesthetic preference or has functional benefits or required by state/city regulation?

Did you consider 2nd floor for ADU (including office/den)? Might doing so block light and sky you'll want to create a more open environment in the back, or might it create privacy issues for direct neighbors on Laurel Ave?

Regarding the outdoor (front) water features: do they have functional benefits beyond aesthetic preference? Would the water be sufficiently deep or be kept moving sufficiently (or have other protections) to prevent mosquito breeding?

The schematics reference "Existing Residence" (e.g., lower-right on page 2) - is this relevant to Prop 13?

What has been the biggest surprise to you so far during this project?

What is your schedule? (Some neighborhood reconstructions have taken multiple years to complete.)

We hear construction in bay area is \$300-\$500/sqft, does this accord with your experience? (we are not wanting to pry, so please feel very free to have no comment)

We are very happy for you and offer our very best wishes for having this go smoothly and soon result in a wonderful new home!

Sarah and Ken

On Jan 8, 2024, at 10:23 AM, Bheem Bhatia <bbheem@gmail.com> wrote:

Hi Ken,

Hope you are doing well and the new year is off to a good start.

We're planning on re-constructing our house. We have retained 360 Design Studio as our architect to design a new house on our property.

We have been working closely with the city and have come up with a design that is very sensitive to the neighborhood and community. We think this house will add value to the neighborhood and will be a huge improvement over the house that is currently here.

The package (QR code below) has already been reviewed by the city staff and they're supportive of the proposal. Most likely, a public hearing will be scheduled in January or February 2024. The city will likely send out notices in advance of the hearing.

While we've made every effort to come up with a design that is respectful of your privacy, we'd like you to review the package and let us know if we've been successful. We're eager to hear your questions or concerns and will do what we can to have your support.

The digital version of the full submittal package can be found here:



If you could respond indicating your support of the project, that would be great. We're also happy to hear your feedback or you could connect directly with our architect as well.

Please feel free to reach out to us or our architect at your convenience.

Looking forward to hearing from you.

Bheem and Sindhu

Email: bbheem@gmail.com

Phone: 510-378-9398

Bahi Oreizy, CA, license# 32375

Email: info@360designstudio.net

Phone: 650-360-2905



Bheem Bhatia <bbheem@gmail.com>

New House Design (219 Durham - Application #: PLN2023-00043)

Bheem Bhatia <bbheem@gmail.com>
To: Kathy Crane <Kathy@nativeplants.com>

Sun, Jan 14, 2024 at 9:35 AM

Hi Kathy, great that you were able to view the plans and thanks for reaching out to the architects.

Best,
-Bheem

On Sat, Jan 13, 2024 at 7:01 PM Kathy Crane <Kathy@nativeplants.com> wrote:

Hi Bheem,

I was able to open the file and looked at the plans, so no need to have you bring them over.

And, sent my notes to your architect about preserving the existing oak tree and its importance in giving me privacy from a 2nd story house.

Sincerely,

Kathy Crane
227 Durham St,
Menlo Park

On Jan 13, 2024, at 6:56 PM, Bheem Bhatia <bbheem@gmail.com> wrote:

Hi Kathy,

Following up on my response. Would you like to catch up in person to walk through the plans?

On Mon, Jan 8, 2024 at 2:41 PM Bheem Bhatia <bbheem@gmail.com> wrote:

Hi Kathy - Thanks for the response. Please let me know if you're around today evening, and I can stop by to show you the plans in person at a time that works for you. Addressing some of your comments below:

- Yes, the plan is to reside in the reconstructed house
- There are three trees on the property currently - two oak trees, and one loquat. We designed the house to preserve as much as we could, and have designed the house around the loquat tree and the more mature oak tree. Unfortunately, we were not able to carve more out to save the younger oak.
 - Note that we will be planting 5 new trees (currently considering a combination of japanese maple, fruitless olive tree, and fruit trees)
- The fence will be the highest we can legally build. We will check with the city. That said, we will have pittosporum planted along the fence to preserve privacy
- With regards to the time period during construction, we will be using professional contractors who have experience in Menlo Park, and will make sure your privacy is maintained as far as reasonably possible

Instead of the QR code, you can also [click this link](#) on your computer to take a look at the plans. The landscape plan is on page 14 of 15. Please let me know when you're available to discuss in person and I'll stop by.

Best,

A32

-Bheem

On Mon, Jan 8, 2024 at 7:00 AM Kathy Crane <Kathy@nativeplants.com> wrote:
Hi Bheem & Sindhu,

Will you be living in the reconstructed house? If so, I will be glad that you have a nicer house.

The removal of trees concerns me- these are two oak trees that provide privacy and habitat for wildlife. The trees also block the view of your house and give me privacy in my garden. If your new design looms over with the second story without trees blocking it, that would not be good.

The proximity shifting everything closer to the shared fence is also of concern. I presume you will be heightening the fence, and perhaps that should be done before the project even begins.

And, during construction, the noise, dirt/dust and parking of vehicles in front of my Durham Street hedge on a constant basis is not preferred. In the past, workers on your property threw cigarettes and smoked outside my hedge which smelled terrible, Their loud conversations during 'breaks' near my yard made me retreat into the house. I really love being outside in my yard with my dogs.

If you would like to show me the plans in person, that would be great. The pictures are easier for YOU to understand, but very small for me to see on my phone.

Sincerely,

Kathy Crane
227 Durham St.
Menlo Park, CA 94025

On Jan 7, 2024, at 9:32 PM, Bheem Bhatia <bbheem@gmail.com> wrote:

Hi Kathy,

Hope you are doing well and the new year is off to a good start.

We're planning on re-constructing our house. We have retained 360 Design Studio as our architect to design a new house on our property.

We have been working closely with the city and have come up with a design that is very sensitive to the neighborhood and community. We think this house will add value to the neighborhood and will be a huge improvement over the house that is currently here.

The package (QR code below) has already been reviewed by the city staff and they're supportive of the proposal. Most likely, a public hearing will be scheduled in January or February 2024. The city will likely send out notices in advance of the hearing.

While we've made every effort to come up with a design that is respectful of your privacy, we'd like you to review the package and let us know if we've been successful. We're eager to hear your questions or concerns and will do what we can to have your support.

The digital version of the full submittal package can be found here:



If you could respond indicating your support of the project, that would be great. We're also happy to hear your feedback or you could connect directly with our architect as well.

Please feel free to reach out to us or our architect at your convenience.

Looking forward to hearing from you.

Bheem and Sindhu

Email: bbheem@gmail.com

Phone: 510-378-9398

Bahi Oreizy, CA, license# 32375

Email: info@360designstudio.net

Phone: 650-360-2905



Bheem Bhatia <bbheem@gmail.com>

New House Design (219 Durham - Application #: PLN2023-00043)**Bheem Bhatia** <bbheem@gmail.com>
To: Christian Butzlaff <butzlaff@sbcglobal.net>

Sat, Jan 13, 2024 at 4:53 PM

Great, thanks - I'll email to both addresses. Did you have any questions / objection about my project that I can clarify?

Thanks!
-Bheem

On Sat, Jan 13, 2024 at 2:10 PM Christian Butzlaff <butzlaff@sbcglobal.net> wrote:

Sorry I mixed up the sides. 724 are Stefanie and Brian. The email we have is Stefanie's email is slrf2004@yahoo.com and fongrc@gmail.com

Best
Christian

On 1/13/2024 2:01 PM, Bheem Bhatia wrote:

Oh really? I thought that was only 732 laurel. Even 724 is being rented out?

On Sat, Jan 13, 2024 at 1:59 PM Christian Butzlaff <butzlaff@sbcglobal.net> wrote:

Hi Bheem,
I don't. It is getting rented out via an organization for longer stays. I think the name of the organization is Zeus.
Best
Christian

On 1/10/2024 9:15 PM, Bheem Bhatia wrote:

Hi Christian - do you happen to have the email / contact for the neighbor to your left (724 Laurel)? I share the south side fence with them so wanted to share my plans with them as well.

Best,
-Bheem

On Wed, Jan 10, 2024 at 1:02 PM Bheem Bhatia <bbheem@gmail.com> wrote:

Hi Christian,

Thanks for taking a look. We're currently in planning phase, then it will be time for construction permits. The timeline depends on the city approval process, but I'm hoping to start sometime in the middle of the year at the latest. With regards to your question on the ADU window:

The window can be open or fixed. We prefer it to be operable for ventilation. The sill height of the window is 6'-0", and average eye level is between 4' to 5'. Therefore, no one will be able to look through it. A special effort will need to be made to look through that window and since we're building the new house to reside in, there is no intention to look through the window. The main functions of the window is bringing in natural light and fresh air.

Please let me know if you have any other questions or concerns about the project.

Best,
-Bheem

On Tue, Jan 9, 2024 at 7:21 PM Christian Butzlaff <butzlaff@sbcglobal.net> wrote:

Thank you Bheem and Sindhu for sharing.
This looks like quite a project. Do you have an estimate when construction will start? It would be good to know, since we might want to plan for vacation to avoid some of the construction noise.

We are wondering about the window in the ADU unit facing our yard. Can that window be opened? How high is it from the floor? Would someone be able to look through it (without a ladder)?
We are wondering if you had thought about alternatives for that window by either leaving it out, replacing it by a roof window, having it a closed window only and/or using milky glass.
Any thoughts in that direction would help us keep privacy in our yard.

Thank you and good luck with your project
Christian and Sibylle

On 1/8/2024 6:43 PM, Bheem Bhatia wrote:

Oh sorry about that - can you try this link and let me know if it works?

https://www.dropbox.com/scl/fi/khufcxmgcm0qck2g17bb2/219-Durham_Planning-Review-Submittal.pdf?rlkey=sxkdjyxq0hkfiahm5g5n7azsm&dl=0

On Mon, Jan 8, 2024 at 6:41 PM Christian Butzlaff <butzlaff@sbcglobal.net> wrote:

Thanks Bheem for letting us know. I just tried to access the dropbox but need access approval.
Best Regards
Christian

On 1/7/2024 9:31 PM, Bheem Bhatia wrote:

Hi Christian,

Hope you are doing well and the new year is off to a good start.

We're planning on re-constructing our house. We have retained 360 Design Studio as our architect to design a new house on our property.

We have been working closely with the city and have come up with a design that is very sensitive to the neighborhood and community. We think this house will add value to the neighborhood and will be a huge improvement over the house that is currently here.

The package (QR code below) has already been reviewed by the city staff and they're supportive of the proposal. Most likely, a public hearing will be scheduled in January

or February 2024. The city will likely send out notices in advance of the hearing.

While we've made every effort to come up with a design that is respectful of your privacy, we'd like you to review the package and let us know if we've been successful. We're eager to hear your questions or concerns and will do what we can to have your support.

The digital version of the full submittal package can be found here:



If you could respond indicating your support of the project, that would be great. We're also happy to hear your feedback or you could connect directly with our architect as well.

Please feel free to reach out to us or our architect at your convenience.

Looking forward to hearing from you.

Bheem and Sindhu

Email: bbheem@gmail.com

Phone: 510-378-9398

Bahi Oreizy, CA, license# 32375

Email: info@360designstudio.net

Phone: 650-360-2905



Janice Chiu <janice@360designstudio.net>

Neighbor Outreach - 219 Durham St

Janice Chiu <janice@360designstudio.net>
To: vanessa.olsen@gmail.com, danolsen@pacbell.net

Wed, Jan 24, 2024 at 11:35 AM

Hi Vanessa and Dan,

We are the architect hired by your neighbor, Bheem, to design a new house on their property.

We have been working closely with the city and have come up with a design that is very sensitive to the neighborhood and community. We think this house will add value to the neighborhood and will be a huge improvement over the house that is currently here. The package (DB link below) has already been reviewed by the city staff and they're supportive of the proposal. Most likely, a public hearing will be scheduled in February 2024. The city will likely send out notices in advance of the hearing.

[DropBox link to Planning Review Drawing Package](#)

While we've made every effort to come up with a design that is respectful of your privacy, we'd like you to review the package and let us know if we've been successful. We're eager to hear your questions or concerns and will do what we can to have your support. Please feel free to reach out to us or our architect at your convenience.

Looking forward to hearing from you.

Regards,
Janice Chiu, Architect, AIA
360 Design Studio
650-360-2905
www.360designstudio.net

LOCATION: 219 Durham Street	PROJECT NUMBER: PLN2023-00043	APPLICANT: Bhai Oreizy	OWNER: Bheem Bhatia
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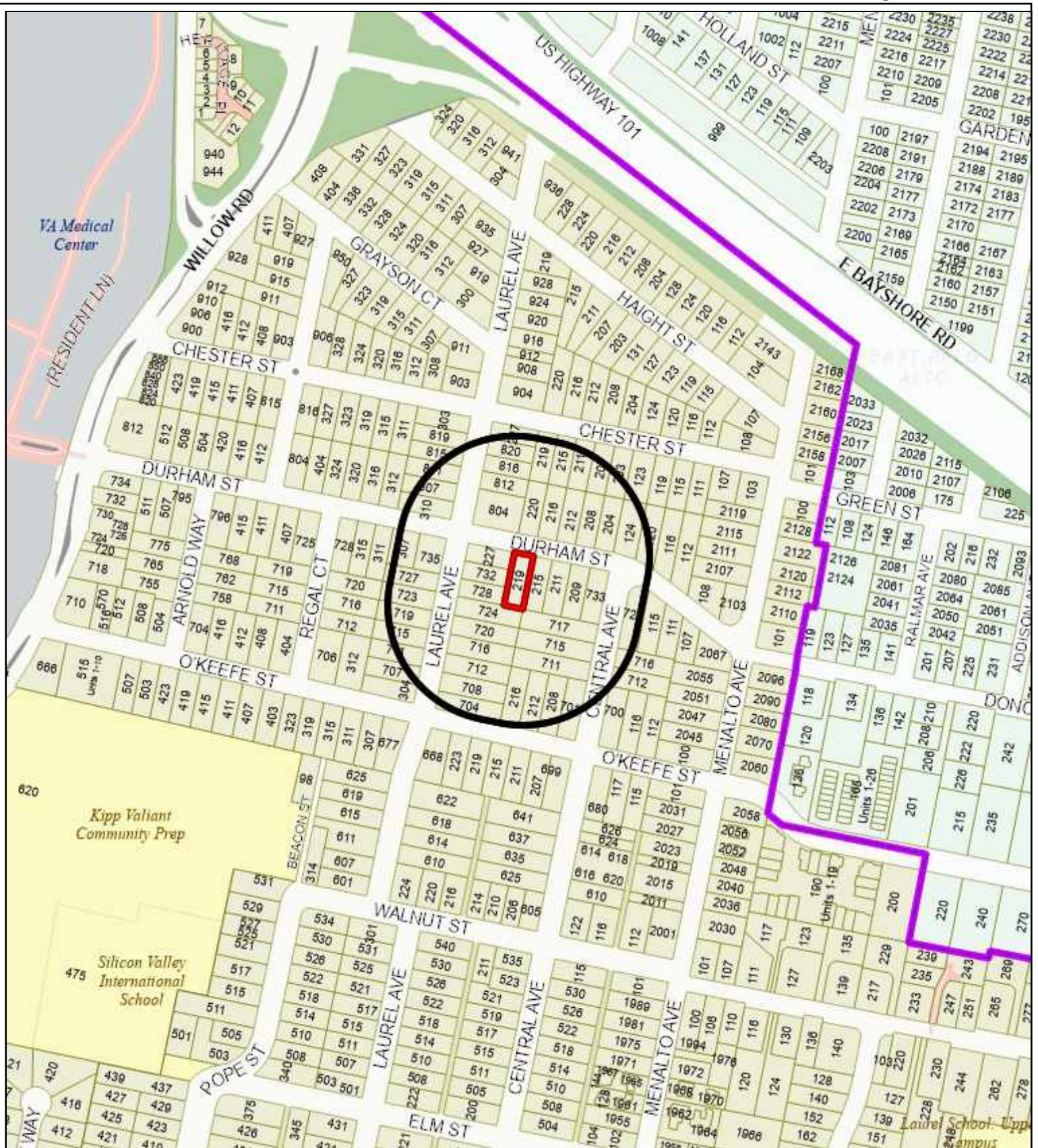
PROJECT CONDITIONS:

1. The use permit shall be subject to the following **standard** conditions:
 - a. The applicant shall be required to apply for a building permit within one year from the date of approval (by April 29, 2025) for the use permit to remain in effect.
 - b. Development of the project shall be substantially in conformance with the plans prepared by 360 Design Studio consisting of 16 plan sheets, dated received April 1, 2024 and approved by the Planning Commission on April 29, 2024, except as modified by the conditions contained herein, subject to review and approval of the Planning Division.
 - c. Prior to building permit issuance, the applicant shall comply with all Sanitary District, Menlo Park Fire Protection District, and utility companies' regulations that are directly applicable to the project.
 - d. Prior to building permit issuance, the applicant shall comply with all requirements of the Building Division, Engineering Division, and Transportation Division that are directly applicable to the project.
 - e. Prior to building permit issuance, the applicant shall submit a plan for any new utility installations or upgrades for review and approval by the Planning, Engineering and Building Divisions. All utility equipment that is installed outside of a building and that cannot be placed underground shall be properly screened by landscaping. The plan shall show exact locations of all meters, back flow prevention devices, transformers, junction boxes, relay boxes, and other equipment boxes.
 - f. Simultaneous with the submittal of a complete building permit application, the applicant shall submit plans indicating that the applicant shall remove and replace any damaged and significantly worn sections of frontage improvements. The plans shall be submitted for review and approval of the Engineering Division.
 - g. Simultaneous with the submittal of a complete building permit application, the applicant shall submit a Grading and Drainage Plan for review and approval of the Engineering Division. The Grading and Drainage Plan shall be approved prior to the issuance of grading, demolition or building permits.
 - h. Heritage trees in the vicinity of the construction project shall be protected pursuant to the Heritage Tree Ordinance and the arborist report prepared by Kurt Fouts Arborist Consultant, dated received November 20, 2023.
 - i. Prior to building permit issuance, the applicant shall pay all fees incurred through staff time spent reviewing the application.
 - j. 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 which action is brought within the time period provided for in any applicable statute; 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.

LOCATION: 219 Durham Street	PROJECT NUMBER: PLN2023-00043	APPLICANT: Bhai Oreizy	OWNER: Bheem Bhatia
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PROJECT CONDITIONS:

- k. Notice of Fees Protest – The applicant may protest any fees, dedications, reservations, or other exactions imposed by the City as part of the approval or as a condition of approval of this development. Per California Government Code 66020, this 90-day protest period has begun as of the date of the approval of this application.



City of Menlo Park
 Location Map
 219 Durham Street



	PROPOSED PROJECT		EXISTING PROJECT		ZONING ORDINANCE	
Lot area	7,000 sf		7,000 sf		7,000 sf min	
Lot width	50 ft		50 ft		65 ft min	
Lot depth	140 ft		140 ft		100 ft min	
Setbacks						
Front	24 ft		24.9 ft		20 ft min	
Rear	62.6 ft		59.4 ft		20 ft min	
Side (left)	5 ft		7.7 ft		10% of min. lot width not less than 5' or more than 10'	
Side (right)	5 ft		6.9 ft			
Building coverage	2,449 sf 35 %		1,967 sf 28 %		2,450 sf max 35 % max	
FAL (Floor Area Limit)*	3,600 sf		1,967 sf		2,800 sf max	
Square footage by floor	1,281 sf/1 st 1,204 sf/2 nd 800 ADU 315 sf/garage 53 sf/covered porch		1,491 sf/1 st 476 sf/garage			
Square footage of buildings	3,653 sf		1,967 sf			
Building height	26.1 ft		15 ft		28 ft max	
Parking	1 covered and 1 uncovered space		2 covered spaces		1 covered and 1 uncovered space	
Note: Areas shown highlighted indicate a nonconforming or substandard situation						
Trees	Heritage trees	3	Non-Heritage trees	0	New trees	2
	Heritage trees proposed for removal	1	Non-Heritage trees proposed for removal	0	Total Number of trees	4

*The project is permitted to exceed the floor area limit by 800 square feet to allow for the construction of the ADU.

ARBORIST REPORT-
Tree Survey & Impact Assessment

219 Durham Street
Menlo Park, CA
APN: 062-233-100
11/3/2023

Prepared for:

Mr. Bheem Bhatia
219 Durham Street
Menlo Park, CA 94025

Prepared by:



ISA Certified Arborist WE0681A
ISA Tree Risk Assessment Qualification

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Attachments: Appendix A - H

Appendix A – Tree Assessment Chart

Appendix B – Criteria for Tree Assessment Chart

Appendix C – Sheet T1 – Tree Location Map

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Appendix E – Glossary of Terms

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Appendix G - Tree Protection Guidelines & Restrictions

- Protecting Trees During Construction
- Project Arborist Duties & Inspection Schedule
- Tree Protection Fencing
- Tree Protection Signs
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- Tree Work Standards & Qualifications
- City of Menlo Park Protected Trees

Appendix H - Assumptions & Limiting Conditions

SUMMARY

This report provides the following information:

1. A summary of the health and structural condition of 3 trees.
 2. A preliminary evaluation of anticipated construction impacts to the trees.
 3. Recommendations for retention or removal of assessed trees based on their condition and anticipated construction impacts.
 4. Appraised value of protected trees impacted by the project, to determine a tree replacement value.
- An existing home will be demolished, and a new two-story single-family home and A.D.U. will be constructed at 219 Durham Street, Menlo Park
 - Three trees on the property, including two trees defined as *Heritage Trees*, by the City of Menlo Park, were surveyed.
 - The two *Heritage* trees are in good or fair condition and are suitable for preservation.
 - The *Heritage* trees will have moderate impacts, can be incorporated into the project, and will need mitigation methods to reduce construction impacts.
 - The *Tree Assessment Chart*, Appendix A is the condensed reference guide to inform all tree management decisions for the trees evaluated.

Data Summary

General	
Total Trees Inventoried	Count
Total	3
Species	2
Regulated Trees	
<i>Heritage Trees</i>	
All trees $\geq 15''$ trunk diameter, Native oaks $\geq 10''$	2
Tree Disposition Categories – All Trees	
R.I. – Remove due to construction impacts	1
R.C. – Remove due to condition (poor condition)	0
R.T., I.M. - Retain tree. Preservable, low or moderate impacts that can be mitigated.	2

Background

Plans will be submitted to the City of Menlo Park Planning Department, for a construction project at 219 Durham Street, Menlo Park. Mr. Bheem Bhatia has requested my services to assess the condition of three trees on or near the applicant's property, and the construction impacts that may affect them. Further, to provide a report with my findings and recommendations to meet City of Menlo Park planning requirements.

Assignment

Provide an arborist report that includes an assessment of the trees within the project area. The assessment is to include the species, size (trunk diameter, height and canopy spread), condition (health and structure), suitability for preservation ratings. Review preliminary development plans assess potential impacts to trees and provide recommendations for retention or removal.

Provide valuations of impacted trees to calculate a tree security deposit.

To complete this assignment, the following services were performed:

- **Tree Resource Evaluation:** Inventory, evaluate and assign suitability for preservation ratings for subject trees.
- **Plan Review: Reviewed provided plans including** Sheet A1.1, Site Plan, dated June 10/6/2023, & Sheet L-1 Landscape Plan, dated 10/25/2023.
- **Construction Impact Assessment:** Combine tree resource data with anticipated construction impacts, to provide recommendations for removal or retention of trees.
- **Mapping:** Tree locations were plotted onto: Sheet CS1, dated 5/15/2023, Topographic & Boundary Survey, and a Tree Location Map, Sheet T1, was created.

Limits of the Assignment

The information contained in this report covers only those items that were examined and reflects the condition of those items at the time of inspection on 6/5/2023.

The inspection is limited to visual examination of accessible items without climbing, dissection, excavation, probing, or coring. There is no warranty or guarantee, expressed or implied, that problems or deficiencies of the trees in question may not arise in the future.

Purpose and use of the report

The report is intended to identify all the trees within the plan area that could be affected by a project. The report is to be used by the developer, their agents, and the City of Menlo Park as a reference for existing tree conditions and to help satisfy the City of Menlo Park planning requirements.

Resources

All information within this report is based on site plans as of the date of this report. Resources are as follows:

- Sheet A1.1, Site Plan, dated June 10/6/2023, & Sheet L-1 Landscape Plan, dated 10/25/2023.
- Site Visit, Tree Inventory & Condition Evaluation at 219 Durham Street, Menlo Park on 6/5/2023.
- City of Menlo Park Municipal Code – Chapter 13.24. *Heritage Trees*.
- Guide for Plant Appraisal – 10th Edition
- Species Classification & Group Assignment, WCISA

OBSERVATIONS

The flat parcel is in a residential neighborhood. The landscape contained mostly mature trees that have been well maintained. I surveyed three trees 6-inches or greater in diameter. A diameter tape was used to record trunk diameters. Two trees surveyed are defined as *Heritage* trees according to the City of Menlo Park ordinance. A *Heritage Tree* includes any species 15 inches in diameter or larger, measured at 4.5 feet above grade. Native oak species are protected and designated as *Heritage Trees*, if their trunk is 10 inches or larger, at 4.5 feet above grade. The Heritage tree species included one coast live oak, (*Quercus agrifolia*), and one Japanese loquat, (*Eriobotrya japonica*).

One coast live oak, tree T1, grows in the side yard near the fence line, (Image #1).



Image #1 – Tree T1, coast live oak.

Tree T1, a 21-inch diameter oak has a dense full canopy. Because the tree grows close to the home, the lower branches have been pruned, and the branching structure is higher than occurs with an oak grown in an open area. However, the branches are well attached, and the tree is in good condition.

A Japanese loquat grows near the fence line at the rear of the property, (Image #2).



Image #2 – Tree T3, loquat, (circled).

The 20" diameter loquat grows between the cottage and the rear fence line. The loquat has one 8-inch trunk and three 6-inch trunks. The trunk attachment points are close together, and the attachment angles are steep. This type of trunk arrangement creates weak attachments and the height of this tree should be controlled to reduce stress on the trunk attachments and prevent trunk failure. The loquat canopy density is full and the tree is in good condition.

There is one non-heritage coast live oak growing in the front yard, (Image #3).



Image #3 – Tree T2, coast live oak

The 9.5-inch coast live oak grows near the fence line and is in good condition.

DISCUSSION

Species List

Table 2 – Heritage Trees

HERITAGE TREES		
Common Name	Botanical Name	Count
coast live oak	(<i>Quercus agrifolia</i>)	1
Japanese loquat	(<i>Eriobotrya japonica</i>)	1
Total Protected Tree Count		2

Table 3 – All Trees Inventoried

ALL TREES	
2 species – A complete list can be found in Appendix A – Tree Assessment Chart	
Total Tree Count	3

Tree Evaluation and Recording Methods

Site evaluations were made on 6/5/2023. *The inventory included all trees on the property within the project limits.* The health and structural **condition** of each tree was assessed and recorded. Based on the trees' health and structural condition, each tree's **suitability for preservation** was rated and recorded.

The recorded data is included in the *Tree Assessment Chart, Appendix A*, of this report. Tree numbers were plotted on the attached *Tree Protection Plan, sheet T1*. **To correlate the data in the Tree Assessment Chart to the tree's location on the site, refer to Appendix C, Sheet T1- Tree Location Map.**

Condition Rating (Heritage Trees)

A tree's condition is determined by an assessing both the **health** and **structure**, then combining the two factors to reach a *condition rating*. The tree's condition is rated as poor, fair or good. The quantity of trees assigned for each category (good, fair or poor), is indicated below:

Tree Condition Rating

- Good - 2
- Fair - 0
- Fair-Poor 0
- Poor - 0

Suitability for Preservation (Heritage Trees)

A tree's suitability for preservation is determined based on its health, structure, age, species characteristics and longevity using a scale of good, fair or poor. The quantity of trees assigned to each category (good, fair or poor), is listed below.

Suitability Rating

- Good - 2
- Fair - 0
- Poor - 0

Tree Protection Zone

The tree protection zone (TPZ) is a defined area (radius from trunk), within which certain activities are prohibited or restricted to minimize potential injury to designated trees during construction.

The size of the optimal TPZ can be determined by a formula based on 1) trunk diameter 2) species tolerance to construction impacts, and 3) tree age (Matheny, N. and Clark, J 1998). In some instances, tree drip line is used as the TPZ. Development constraints can also influence the final size of the tree protection zone.

Fencing is installed to delineate the (TPZ), and to protect tree roots, trunk, and scaffold branches from construction equipment. *The fenced protection area may be smaller than the optimal or designated TPZ area in some circumstances.* Tree protection may also involve the armoring of the tree trunk and/or scaffold limbs with barriers to prevent mechanical damage from construction equipment. *See Tree Protection Guidelines & Restrictions – Appendix E.*

Once the TPZ is delineated and fenced (prior to any site work, equipment and materials move in), construction activities are only to be permitted within the TPZ if allowed for and specified by the project arborist.

Where tree protection fencing cannot be used, or as an additional protection from heavy equipment, tree wrap may be used. Wooden slats at least one inch thick are to be bound securely, edge to edge, around the trunk. A single layer or more of orange plastic construction fencing is to be wrapped and secured around the outside of the wooden slats. Major scaffold limbs may require protection as determined by the City arborist or Project arborist. Straw wattle may also be used as a trunk wrap and secured with orange plastic fencing.

Data has been entered in the *Tree Assessment Chart – Appendix A*, which indicates the optimal Tree Protection Zone for each tree.

Additional general tree protection guidelines are included in *Tree Protection Guidelines & Restrictions – Appendix G*.

Critical Root Zone

The CRZ is the biological limit of a tree's capacity to recover from root loss. It is "the area of soil around a tree where the minimum number of roots that are biologically essential to the structural stability and health of the tree are located. There are no universally accepted methods to calculate the CRZ." (Clark, Metheny, Smiley, et al, *The Tree Protection Zone & the Critical Root Zone*, 12/2021). The methods utilized to determine the Critical Root Zone are varied and can be based on professional guidelines and/or industry standards. Criteria such as trunk diameter, tree age and vigor, species tolerance, tree architecture and existing site constraints are commonly used criteria.

Using this information, the arborist can find the distance from the trunk that should be protected per unit of trunk diameter. The CRZ does not always represent a radius around the tree. When necessary, the area can be offset or shaped in a manner that accepts tree canopy constraints or existing conditions.

Critical Root Zone, Continued:

For purposes of this report the CRZ is the minimum tolerable distance between the trunk, and excavation that requires root cutting. I have estimated it to be five times the trunk Diameter at Breast Height, (DBH is 4.5' above grade). For example, if a tree has a one-foot trunk diameter, the CRZ extends to five feet from the trunk.

If encroachment into the CRZ or TPZ is required to retain the tree during development, the arborist must provide alternative construction methods or preconstruction treatments to reduce impacts.

Root Disturbance Distance

No one can estimate and predict with absolute certainty what distance from a tree, a soil disturbance such as excavation for construction should be, to ensure it will not significantly affect tree stability or health. Or to what degree, (low, moderate or high), a tree might be impacted. There are simply too many variables involved that we cannot see or anticipate. However, three times the D.B.H. (diameter at breast height), is a widely accepted minimum used in the industry for root disturbance, *on one side of the trunk*, and is supported by several research studies including (Smiley, Fraedich & Hendrickson 2002, Bartlett Tree Research Laboratories). This distance is often used during the design and planning phases of a project in order to estimate root loss due to construction activities. This distance is a guideline only and should be increased for trees with significant leans, decay or other structural problems.

The ISA, International Society of Arboriculture- Root Management (2017) publication recommends, "cutting roots at a distance greater than six times the trunk diameter (DBH) minimizes the likelihood of affecting both health and stability. This recommendation is given further direction by the companion publication, A.N.S.I. (*American National Standard*) A300 (Part 8)- 2013 Root Management, when roots are cut in a *non-selective* manner, i.e. in a straight line on one side of a tree. It says, if the cutting is "within six times the trunk diameter (DBH), mitigation shall be recommended". Further, A.N.S.I. recommends the "minimum distance from the trunk for root cutting should be adjusted according to trunk diameter, species tolerance to root loss, tree age, health and site condition".

In general, root cutting that occurs at a distance less than ten times the diameter of a tree should be undertaken by hand digging and hand (or Sawzall), root pruning. These methods help mitigate root loss impacts.

Construction Impacts to *Heritage* Trees

The two *Heritage Trees* will have moderate impacts and can be incorporated into the project.

Tree T1, a 20.5-inch coast live oak is near a new sewer lateral and the home foundation, (Image #4).

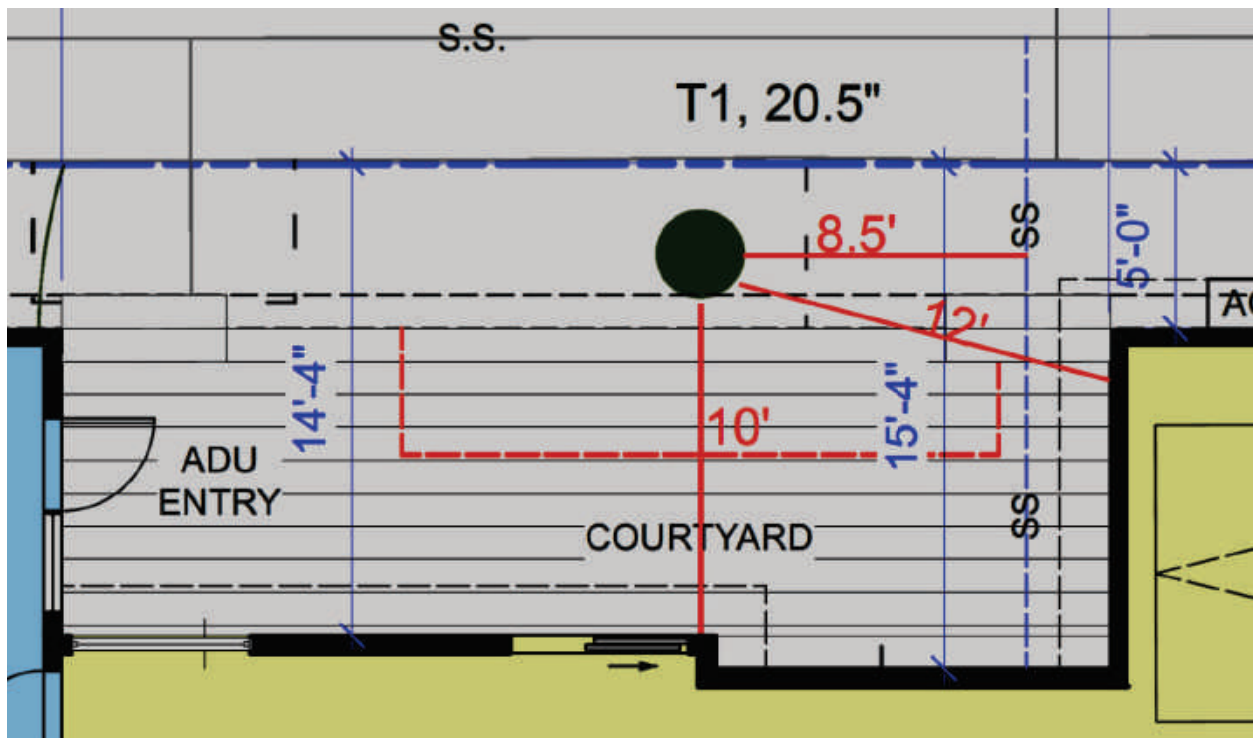


Image #4 – Tree T1 coast live oak. Distance to elements, (sewer line and foundation), impacting tree.

Tree T1 coast live oak, a 20.5" diameter tree is 8.5-feet from the sewer line, (Image #4). This is within the critical root zone, $8.5' \times 12" \div 20.5"$ trunk diameter = 5 X the trunk diameter. With mitigation, the oak will suffer moderate root loss and the impacts are within root loss tolerances.

The oak is 10 to 12 feet from the home foundation. Excavation for the home foundation will be outside the tree's critical root zone, and with mitigation, impacts to the tree are within root loss tolerances.

A wood deck will be built within the oak trees canopy dripline. If the deck piers are set in the ground (vs. On grade), some excavation will be necessary. With mitigation such as hand digging and adjustment of pier location to miss significant roots, the oak will suffer minor root loss which it can tolerate. If piers are set on grade, the oak will have minimal root loss.

Considering combined root loss from all construction elements, with mitigation, anticipated root loss will be moderate, the oak can be retained, and will need tree protection treatments to reduce root loss impacts.

The existing home is less than 4-feet from the oak, demolition of the existing home will need to be done in a manner that does not affect the roots or branch structure of the tree.

Construction Impacts to *Heritage* Trees, Continued:

The oak, tree T1, may also need minor, targeted, clearance pruning to allow construction of the new garage and to facilitate removal of the existing home.

Tree T3, a 20-inch Japanese loquat is near the ADU foundation, (Image #5).



Image #5 – Tree T3 loquat and distance to foundation.

Tree T3 loquat, a 20” diameter tree is 8.5-feet from the ADU foundation, (Image #5). This is within the critical root zone, $8.5' \times 12" \div 20" \text{ trunk diameter} = 5.1 \times$ the trunk diameter. With mitigation, the oak will suffer moderate root loss. The impacts are within root loss tolerances, the loquat can be retained, and it will need tree protection treatments to reduce root loss impacts.

Impact Level

Impact level rates the degree a tree may be impacted by construction activity and is primarily determined by how close the construction procedures occur to the tree. Construction impacts are rated as low, moderate, and high. The quantity of trees assigned for each category (low, moderate, high), is indicated below:

Impact Rating (Heritage Trees)

- Low - 0
- Moderate – 2
- High - 0

Mitigation Measures for Retained Trees

The trees retained on this project will require some or all of the following methods to protect them from the impacts described above and to minimize root loss during the construction phases.

- Tree Protection Fencing
- Hand trenching.
- Supervised root pruning.

A Tree Protection Plan Sheet, specifying mitigation measures to reduce impacts to retained trees, shall be included with the final submittal.

Tree Appraisal and Valuation

The City of Menlo Park requires valuation of all protected trees potentially affected by a construction project. The value of two trees has been appraised. Reference is, 1) *Guide for Plant Appraisal 10th Edition*, and 2) *Species Classification & Group Assignment, WCISA*

The total appraised value of the two *Heritage* trees is **\$10,250**. The criteria for appraisal are included in the attached spreadsheet, *Appendix D, Appraised Value of Heritage Trees – Reproduction Method – Trunk Formula Technique*.

Note: Any tree protected by the City Code, within the project limits, or with a canopy overhanging the project limits, will require replacement according to its appraised value, if it is damaged beyond repair as a result of construction activities.

Tree Removal & Replacement Trees

This report is a preliminary evaluation of construction impacts to trees. The final site plan and impacts to trees will depend on planning department review of the preliminary submittal and if any modifications to the plan are required.

One non-heritage tree, a 9.5-inch coast live oak is recommended for removal. Unless specified by the planning department replacement trees are not required for removal of non-heritage trees. The landscape plan includes six trees, and this can be considered compensation for the tree being removed.

Table 3 – Tree Disposition Categories – Heritage Trees

Tree Disposition Categories – Heritage Trees		
R.I. –	Remove due to construction impacts	0
R.C. –	Remove due to condition (poor condition)	0
R.T., I.M. -	Retain tree. Preservable, low or moderate impacts that can be mitigated.	2

Final Inspection A final inspection by the City Arborist is required. The inspection shall occur prior to removal of tree protection fencing and after all replacement trees have been installed.

Certificate of Performance

I, Kurt Fouts, certify:

That I have personally inspected the tree(s) and/or the property referred to in this report and have stated my findings accurately to the best of my professional judgement.

- That I have no current interest in the vegetation or the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- That the analysis, opinions and conclusions stated herein are my own, and were developed and prepared according to commonly accepted arboricultural practices.
- That my compensation is not contingent upon the reporting of a predetermined conclusion that favors the cause of the client or any other party, nor upon the results of the assessment, the attainment of stipulated results, or the occurrence of any subsequent events.
- That my analysis, opinions, and conclusions were developed, and this report has been prepared according to commonly accepted arboricultural practices.
- That no one provided significant professional assistance to the consultant, except as indicated within the report.

I further certify that I am an International Society of Arboriculture Certified Arborist and carry an International Society of Arboriculture Tree Risk Assessment Qualification. I have been involved in the practice of arboriculture and the care and study of trees for more than 20 years.

Signed: Kurt Fouts

Date: 11/3/2023

CONCLUSION

- An existing home will be demolished, and a new two-story single-family home and A.D.U. will be constructed at 219 Durham Street, Menlo Park
- Three trees on the property, including two trees defined as *Heritage Trees*, by the City of Menlo Park, were surveyed.
- The two *Heritage* trees, T1 coast live oak and T3, Japanese loquat, are in good or fair condition and are suitable for preservation.
- The *Heritage* trees will have moderate impacts, can be incorporated into the project, and will need mitigation methods to reduce construction impacts.
- The *Tree Assessment Chart*, Appendix A is the condensed reference guide to inform all tree management decisions for the trees evaluated.

RECOMMENDATIONS

1. Obtain all necessary permits prior to removing or significantly altering any trees on site.

Respectfully submitted,

Kurt Fouts

Kurt Fouts ISA Certified Arborist WE0681A
 ISA Tree Risk Assessment Qualification



219 Durham Street, Menlo Park

Tree Assessment Chart - Appendix A

Suitability for Preservation Ratings:

Good: Trees in good health and structural condition with potential for longevity on the site

Fair: Trees in fair health and/or with structural defects that may be reduced with treatment procedures

Poor: Trees in poor health and/or with poor structure that cannot be effectively abated with treatment

Tree Disposition Code:


RT: Retain Tree

RI: Remove Due to Construction Impacts

I.M. Impacts Can Be Mitigated With Pre-Construction Treatments

R.C. Remove Due to Condition

Protected Tree City of Menlo Park, Any tree 15 inches or greater in diameter measured at 4.5 feet above grade. Any native oak 10" inches or greater in diameter measured at 4.5 feet above grade.

Tree #	Species	Trunk Diameter @ 54 inches a.g.	Heritage Tree	Crown Height & Spread (diameter)	Health Rating	Structural Rating	Suitability for Preservation (Based Upon Condition)	Tree Protection Zone (in radius feet)	Construction Impacts (Rating & Description)	Retention or Removal Code	Comments	
T1	coast live oak (<i>Quercus agrifolia</i>)	20.5"	Yes	30'X50'	Good	Good	Good	20'	Moderate (Root loss-excavation)	R.T., I.M.	Near fence line.	
T2	coast live oak	9.5"	No	40'X25'	Good	Good	Good	20'	High (Within hardscape footprint)	R.I.	Maturing tree 6" from fence line.	
T3	Japanese loquat (<i>Eriobotrya japonica</i>)	20" (At 6' above grade)	Yes	25'X20'	Good	Fair	Fair	10'	Moderate (Root loss-excavation)	R.T., I.M.	Grows at fence line. 4 trunks (8",6",6",6" diameter), with steep attachment angles.	
 <p>826 Monterey Avenue Capitola, CA 95010 831-359-3607 kurtfouts1@outlook.com</p>							Page 1 of 1			11/3/2023		

APPENDIX B—CRITERIA FOR TREE ASSESSMENT CHART

Following is an explanation of the data used in the tree evaluations. The data is incorporated in the *Tree Assessment Chart, Appendix A*.

Trunk Diameter and Number of Trunks:

Trunk diameter as measured at 4.5 feet above grade. The number of trunks refers to a single or multiple trunked tree. Multiple trunks are measured at 4.5 feet above grade.

Health Ratings:

Good: A healthy, vigorous tree, reasonably free of signs and symptoms of disease

Fair: Moderate vigor, moderate twig and small branch dieback, crown may be thinning and leaf color may be poor

Poor: Tree in severe decline, dieback of scaffold branches and/or trunk, most of foliage from epicormics

Structure Ratings:

Good: No significant structural defects. Growth habit and form typical of the species

Fair: Moderate structural defects that might be mitigated with regular care

Poor: Extensive structural defects that cannot be abated.

Relative Age:

I estimated tree age as young, semi-mature, mature, or over-mature.

Suitability for Preservation Ratings:

Rating factors:

Tree Health: Healthy vigorous trees are more tolerant of construction impacts such as root loss, grading, and soil compaction, then are less vigorous specimens.

Structural integrity: Preserved trees should be structurally sound and absent of defects or have defects that can be effectively reduced, especially near structures or high use areas.

Tree Age: Over mature trees have a reduced ability to tolerate construction impacts, generate new tissue and adjust to an altered environment. Young to maturing specimens are better able to respond to change.

Species response: There is a wide variation in the tolerance of individual tree species to construction impacts.

Rating Scale:

Good: Trees in good health and structural condition with potential for longevity on the site

Fair: Trees in fair health and/or with structural defects that may be reduced with treatment procedures.

Poor: Trees in poor health and/or with poor structure that cannot be effectively abated with treatment. Trees can be expected to decline or fail regardless of construction impacts or management . The species or individual may possess characteristics that are incompatible or undesirable in landscape settings or unsuited for the intended use of the site.

Construction Impacts:

Rating Scale:

High: Development elements proposed that are located within the Tree Protection Zone that would severely impact the health and /or stability of the tree. The tree impacts cannot be mitigated without design changes. The tree may be located within the building footprint.

Moderate: Development elements proposed that are located within the Tree Protection Zone that will impact the health and/or stability of the tree and can be mitigated with tree protection treatments.

Low: Development elements proposed that are located within or near the Tree Protection Zone that will have a minor impact on the health of the tree and can be mitigated with tree protection treatments.

None: Development elements will have no impact on the health and stability of the Tree.

Tree Protection Zone (TPZ):

Defined area within which certain activities are prohibited or restricted to prevent or minimize potential injury to designated trees, particularly during construction or development.

Legend

- Protected Tree Location
- Non-Protected Tree Location
- Tree Protection Fencing
- Tree Canopy Elevation
- Hand Trimming & Root Pruning
- Remove Tree

219 Durham Street, Menlo Park
Tree Inventory (CMT) - Appendix A

Tree Inventory for Protective Support:

Small trees to be removed and replaced with grasses and groundcover.
 Medium trees to be removed and replaced with medium sized trees that are to be protected.
 Large trees to be removed and replaced with large trees that are to be protected.

Tree Observation Code:


0 = No observation
 1 = Observation
 2 = Observation
 3 = Observation
 4 = Observation
 5 = Observation
 6 = Observation
 7 = Observation
 8 = Observation
 9 = Observation
 10 = Observation
 11 = Observation
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ID	Species	DBH	Height	Health	Location	Notes
11	Japanese Quince	20"	12'	Good	Front	Remove
12	Japanese Quince	12"	8'	Good	Front	Remove
13	Japanese Quince	10"	7'	Good	Front	Remove
14	Japanese Quince	8"	6'	Good	Front	Remove
15	Japanese Quince	6"	5'	Good	Front	Remove
16	Japanese Quince	4"	4'	Good	Front	Remove
17	Japanese Quince	3"	3'	Good	Front	Remove
18	Japanese Quince	2"	2'	Good	Front	Remove
19	Japanese Quince	1"	1'	Good	Front	Remove
20	Japanese Quince	1"	1'	Good	Front	Remove
21	Japanese Quince	1"	1'	Good	Front	Remove
22	Japanese Quince	1"	1'	Good	Front	Remove
23	Japanese Quince	1"	1'	Good	Front	Remove
24	Japanese Quince	1"	1'	Good	Front	Remove
25	Japanese Quince	1"	1'	Good	Front	Remove
26	Japanese Quince	1"	1'	Good	Front	Remove
27	Japanese Quince	1"	1'	Good	Front	Remove
28	Japanese Quince	1"	1'	Good	Front	Remove
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32	Japanese Quince	1"	1'	Good	Front	Remove
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41	Japanese Quince	1"	1'	Good	Front	Remove
42	Japanese Quince	1"	1'	Good	Front	Remove
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45	Japanese Quince	1"	1'	Good	Front	Remove
46	Japanese Quince	1"	1'	Good	Front	Remove
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86	Japanese Quince	1"	1'	Good	Front	Remove
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88	Japanese Quince	1"	1'	Good	Front	Remove
89	Japanese Quince	1"	1'	Good	Front	Remove
90	Japanese Quince	1"	1'	Good	Front	Remove
91	Japanese Quince	1"	1'	Good	Front	Remove
92	Japanese Quince	1"	1'	Good	Front	Remove
93	Japanese Quince	1"	1'	Good	Front	Remove
94	Japanese Quince	1"	1'	Good	Front	Remove
95	Japanese Quince	1"	1'	Good	Front	Remove
96	Japanese Quince	1"	1'	Good	Front	Remove
97	Japanese Quince	1"	1'	Good	Front	Remove
98	Japanese Quince	1"	1'	Good	Front	Remove
99	Japanese Quince	1"	1'	Good	Front	Remove
100	Japanese Quince	1"	1'	Good	Front	Remove



219 Durham Street, Menlo Park

Appraised Value of *Heritage Trees* - Reproduction Method / Trunk Formula Technique

Tree #	Species	Trunk Diameter @ 4.5'	Basic Reproduction Cost	Health X Weighting	Structure X Weighting	Form X Weighting	Weighted Average Condition	Functional Limitations	External Limitations	Appraised Value
T1	coast live oak (<i>Quercus agrifolia</i>)	20.5"	\$15,002	75%X.30	61%X.30	50%X.40	61%	65%	100%	\$5,900
T2	Japanese loquat (<i>Eriobotrya japonica</i>)	20"	24,191	75%X.25	41%X.35	30%X.40	45%	40%	100%	\$4,350
Total Value of Appraised Trees										\$10,250
				Sheet 1 of 1				11/3/2023		

Glossary of Terms

Basal rot: decay of the lower trunk, trunk flare, or buttress roots.

Canker: Localized diseased area on stems, roots and branches. Often sunken and discolored.

Critical Root Zone (CRZ): Area of soil around a tree where a minimum number of roots considered critical to the structural stability or health of the tree are located. CRZ determination is sometimes based on the drip line or a multiple of the DBH, but because root growth can be asymmetric due to site conditions, on-site investigation may be required.

Codominant branches/stems: Forked branches (or trunks), nearly the same size in diameter, arising from a common junction and lacking a normal branch union, may have included bark.

Crown: Upper part of a tree, measured from the lowest branch, including all branches and foliage.

Defect: An imperfection, weakness, or lack of something necessary. In trees defects are injuries, growth patterns, decay, or other conditions that reduce the tree's structural strength.

Diameter at breast height (DBH): Measurement of trunk diameter at 4.5 feet above grade.

Frass: Fecal material and/or wood shavings produced by insects.

Included Bark Attachments (crotches): Branch/limb or limb /trunk, or codominant trunks originating at acute angles from each other. Bark remains between such crotches, preventing the development of axillary wood. The inherent weakness of such attachments increases with time, through the pressure of opposing growth and increasing weight of wood and foliage, often resulting in failure.

Live Crown Ratio (LCR): Ratio of the the crown length (live foliage), to total tree height.

Scaffold branches: Permanent or structural branches that form the scaffold architecture or structure of a tree.

Suppressed: Trees that have been overtopped and occupy an understory position within a group or grove of trees. Suppressed trees often have poor structure.

Tree Protection Zones (TPZ): Defined area within which certain activities are prohibited or restricted to prevent or minimize potential injury to designated trees, especially during construction or development.

Trunk flare: Transition zone from trunk to roots where the trunk expands into the buttress or structural roots.

This Glossary of Terms was adapted from the *Glossary of Arboricultural Terms* (ISA, 2015)

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Appendix G- TREE PROTECTION GUIDELINES AND RESTRICTIONS

Protecting Trees During Construction:

- 1) Before the start of site work, equipment or materials move in, clearing, excavation, construction, or other work on the site, every tree to be retained shall be securely fenced- off as delineated in approved plans. Such fences shall remain continuously in place for the duration of the work undertaken in connection with the development.
- 2) If the proposed development, including any site work, will encroach upon the tree protection zone, special measures shall be utilized, as approved by the project arborist, to allow the roots to obtain necessary oxygen, water, and nutrients.
- 3) Underground trenching shall avoid the major support and absorbing tree roots of protected trees. If avoidance is impractical, hand excavation undertaken under the supervision of the project arborist may be required. Trenches shall be consolidated to service as many units as possible. Boring/tunneling under roots should be considered as an alternative to trenching.
- 4) Concrete or asphalt paving shall not be placed over the root zones of protected trees, unless otherwise permitted by the project arborist.
- 5) Artificial irrigation shall not occur within the root zone of native oaks, unless deemed appropriate on a temporary basis by the project arborist to improve tree vigor or mitigate root loss.
- 6) Compaction of the soil within the tree protection zone shall be avoided.
- 7) Any excavation, cutting, or filling of the existing ground surface within the tree protection zone shall be minimized and subject to such conditions as the project arborist may impose. Retaining walls shall likewise be designed, sited, and constructed to minimize their impact on protected trees.
- 8) Burning or use of equipment with an open flame near or within the tree protection zone shall be avoided. All brush, earth, and other debris shall be removed in a manner that prevents injury to the tree.
- 9) Oil, gas, chemicals, paints, cement, stucco or other substances that may be harmful to trees shall not be stored or dumped within the tree protection zone of any protected tree, or at any other location on the site from which such substances might enter the tree protection zone of a protected tree.
- 10) Construction materials shall not be stored within the tree protection zone of a protected tree.

Project Arborist Duties and Inspection Schedule:

The project arborist is the person(s) responsible for carrying out technical tree inspections, assessment of tree health, structure and risk, arborist report preparation, consultation with designers and municipal planners, specifying tree protection measures, monitoring, progress reports and final inspection.

A qualified project arborist (or firm) should be designated and assigned to facilitate and insure tree preservation practices. He/she/they should perform the following inspections:

Inspection of site: Prior to equipment and materials move in, site work, demolition, landscape construction and tree removal: The project arborist will meet with the general contractor, architect / engineer, and owner or their representative to review tree preservation measures, designate tree removals, delineate the location of tree protection fencing, specify equipment access routes and materials storage areas, review the existing condition of trees and provide any necessary recommendations.

Inspection of site: During excavation or any activities that could affect trees: Inspect site during any activity within the Tree Protection Zones of preserved trees and any recommendations implemented. Assess any changes in the health of trees since last inspection.

Final Inspection of Site: Inspection of site following completion of construction. Inspect for tree health and make any necessary recommendations.

Kurt Fouts shall be the Project Arborist for this project. All scheduled inspections shall include a brief Tree Monitoring report, documenting activities and provided to the City Arborist.

Tree Protection Fencing

Tree Protection fencing shall be installed prior to the arrival of construction equipment or materials. Fence shall be comprised of six-foot chain link fence mounted on eight-foot tall, 1 and 7/8-inch diameter galvanized posts, driven 24 inches into the ground and spaced on a minimum of 10-foot centers. Once established, the fence must remain undisturbed and be maintained throughout the construction process until final inspection.

A final inspection by the City Arborist at the end of the project will be required prior to removing any tree protection fencing.

Tree Protection Signs

All sections of fencing should be clearly marked with signs stating that all areas within the fencing are Tree Protection Zones and that disturbance is prohibited.

Monitoring

Any trenching, construction or demolition that is expected to damage or encounter tree roots should be monitored by the project arborist or a qualified ISA Certified Arborist and should be documented.

The site should be evaluated by the project arborist or a qualified ISA Certified Arborist after construction is complete, and any necessary remedial work that needs to be performed should be noted.

Root Pruning

Root pruning shall be supervised by the project arborist. When roots over two inches in diameter are encountered they should be pruned by hand with loppers, handsaw, reciprocating saw, or chain saw rather than left crushed or torn. Roots should be cut beyond sinker roots or outside root branch junctions and be supervised by the project arborist. When completed, exposed roots should be kept moist with burlap or backfilled within one hour.

Tree Work Standards and Qualifications

All tree work, removal, pruning, planting, shall be performed using industry standards of workmanship as established in the Best Management Practices of the International Society of Arboriculture (ISA) and the American National Standards Institute series, *Safety Requirements in Arboriculture Operations* ANSI Z133-2017,

Contractor licensing and insurance coverage shall be verified.

During tree removal and clearance, sections of the Tree Protection Fencing may need to be temporarily dismantled to complete removal and pruning specifications. After each section is completed, the fencing is to be re-installed.

Trees to be removed shall be cut into smaller manageable pieces consistent with safe arboricultural practices, and carefully removed so as not to damage any surrounding trees or structures. The trees shall be cut down as close to grade as possible. Tree removal is to be performed by a qualified contractor with valid City Business/ State Licenses and General Liability and Workman's Compensation insurance.

Development Site Tree Health Care Measures

RECOMMENDED TO PROVIDE OPTIMUM GROWING CONDITIONS, PHYSIOLOGICAL INVIGORATION AND STAMINA, FOR PROTECTION AND RECOVERY FROM CONSTRUCTION IMPACT.

Establish and maintain TPZ fencing, trunk and scaffold limb barriers for protection from mechanical damage, and other tree protection requirements as specified in the arborist report.

Project arborist to specify site-specific soil surface coverings (wood chip mulch or other) for prevention of soil compaction and loss of root aeration capacity.

Soil, water and drainage management is to follow the ISA BMP for "Managing Trees During Construction" and the ANSI Standard A300(Part 2)- 2011 Soil Management (a. Modification, b. Fertilization, c. Drainage.)

Fertilizer / soil amendment product(s) amounts and method of application to be specified by certified arborist.

City of Menlo Park – Protected Trees

Chapter 13.24 HERITAGE TREES

13.24.020 Heritage tree defined.

As used in this chapter "heritage tree" means:

- (1) A tree or group of trees of historical significance, special character or community benefit specifically designated by resolution of the city council;
- (2) An oak tree (*Quercus*) which is native to California and has a trunk with a circumference of 31.4 inches (diameter of ten (10) inches) or more, measured at fifty-four (54) inches above natural grade. Trees with more than one trunk shall be measured at the point where the trunks divide, with the exception of trees that are under twelve (12) feet in height, which will be exempt from this section.
- (3) All trees other than oaks which have a trunk with a circumference of 47.1 inches (diameter of fifteen (15) inches) or more, measured fifty-four (54) inches above natural grade. Trees with more than one trunk shall be measured at the point where the trunks divide, with the exception of trees that are under twelve (12) feet in height, which will be exempt from this section. (Ord. 928 § 1 (part), 2004).

ASSUMPTIONS AND LIMITING CONDITIONS

1. Any legal description provided by the appraiser/consultant is assumed to be correct. No responsibility is assumed for matters legal in character nor is any opinion rendered as the quality of any title.
2. The appraiser/consultant can neither guarantee nor be responsible for accuracy of information provided by others.
3. The appraiser/consultant shall not be required to give testimony or to attend court by reason of this appraisal unless subsequent written arrangements are made, including payment of an additional fee for services.
4. Loss or removal of any part of this report invalidates the entire appraisal/evaluation.
5. Possession of this report or a copy thereof does not imply right of publication or use for any purpose by any other than the person(s) to whom it is addressed without written consent of this appraiser/consultant.
6. This report and the values expressed herein represent the opinion of the appraiser/consultant, and the appraiser/consultant's fee is in no way contingent upon the reporting of a specified value nor upon any finding to be reported.
7. Sketches. Diagrams. Graphs. Photos. Etc., in this report, being intended as visual aids, are not necessarily to scale and should not be construed as engineering reports or surveys.
8. This report has been made in conformity with acceptable appraisal/evaluation/diagnostic reporting techniques and procedures, as recommended by the International Society of Arboriculture.
9. When applying any pesticide, fungicide, or herbicide, always follow label instructions.
10. No tree described in this report was climbed, unless otherwise stated. We cannot take responsibility for any defects which could only have been discovered by climbing. A full root collar inspection, consisting of excavating around the tree to uncover the root collar and major buttress roots, was not performed, unless otherwise stated. We cannot take responsibility for any root defects which could only have been discovered by such an inspection.

CONSULTING ARBORIST DISCLOSURE STATEMENT

Arborists are tree specialists who use their education, knowledge, training, and experience to examine trees, recommend measures to enhance the beauty and health of trees, and attempt to reduce risk of living near trees, Clients may choose to accept or disregard the recommendations of the arborist, or to seek additional advice.

Arborists cannot detect every condition that could possibly lead to the structural failure of a tree. Trees are living organisms that fail in ways we do not fully understand. Conditions are often hidden within trees and below ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, or for a specified period of time. Likewise, remedial treatments, like medicine, cannot be guaranteed.

Trees can be managed, but they cannot be controlled. To live near trees is to accept some degree of risk. The only way to eliminate all risk associated with trees is to eliminate all trees.





STAFF REPORT

Planning Commission

Meeting Date:

4/29/2024

Staff Report Number:

24-022-PC

Public Hearing:

Consider and adopt a resolution to determine that Meta has demonstrated good faith compliance with the development agreements for its East Campus (1 Hacker Way), West Campus (1 Meta Way, Building 20) and the West Campus Expansion project (1 Meta Way, Buildings 21 and 22, and citizenM Hotel) for the 2021, 2022, and 2023 calendar years and consider and adopt a resolution to determine that Peninsula Innovation Partners LLC has demonstrated good faith compliance with the development agreement for the Willow Village masterplan project (1350 Willow Road) for the 2023 calendar year. Review of the development agreements does not qualify as a project under CEQA.

Recommendation

Staff recommends that the Planning Commission review the information provided and adopt a resolution that determines that Meta, over the course of the 2021, 2022, and 2023 calendar years, has demonstrated good faith compliance with the provisions of the development agreements (DA) for the East Campus, West Campus, and West Campus Expansion projects, which encompass the ninth, tenth, and eleventh year annual reviews for the East Campus, the eighth, ninth, and tenth annual reviews for the West Campus, and the fifth, sixth, and seventh annual reviews for the Campus Expansion project. The draft Planning Commission resolution is included as Attachment A.

Additionally, staff recommends that the Planning Commission review and adopt a resolution that determines that Peninsula Innovation Partners, LLC has demonstrated good faith compliance with the requirements of the DA for the Willow Village masterplan project. This is the first annual review of the Willow Village masterplan DA. The draft Planning Commission resolution is included in Attachment B.

Policy Issues

A DA is a legally binding agreement between the City of Menlo Park and an applicant that provides an applicant vested rights to develop the project in exchange for providing benefits to the City. A DA is commonly used for land use developments that will be implemented in phases over a period of time and “freezes” development regulations at the time of approval. DAs are enabled by California Government Code Sections 65864-65869.5.

The City Council adopted Resolution No. 4159 in January 1990, establishing the procedures and requirements for the consideration of DAs. Resolution No. 4159 calls for the Planning Commission to conduct a public hearing at which the property owner (or representative for the property owner) must

demonstrate good faith compliance with the terms of the agreement. The Planning Commission is to determine, upon the basis of substantial evidence, whether or not the property owner has, for the period under review, complied in good faith with the terms and conditions of the Agreement. The decision of the Planning Commission is final, unless it is appealed to the City Council. These provisions implement Government Code Section 65865.1 which requires the periodic review, at least once every 12 months, to determine compliance with the terms of the agreement.

Implementation of each DA is considered individually. The DA annual reviews are an opportunity for the community and the Planning Commission to review the progress that an applicant has made in implementing the requirements of a DA. The Planning Commission should consider whether or not Meta has demonstrated its good faith compliance with the provisions of the East Campus, West Campus, and West Campus Expansion Projects during the 2021, 2022, and 2023 review periods and whether or not Peninsula Innovation partners, LLC has demonstrated good faith compliance with the Willow Village masterplan DA for the 2023 calendar year.

Background

The East and West Meta campuses were entitled through three successive projects. The East Campus entitlement process was completed first, followed by the West Campus and then the Meta West Campus Expansion (Campus Expansion Project). An overview of the three projects is provided below. The three projects cover two areas (the East and West Campuses), and a location map identifying the Meta campuses discussed in this report is included in Attachment C. Together the West Campus and Campus Expansion Project comprise a single campus and encompasses both the West Campus and Campus Expansion Project DAs and is occupied by Buildings 20, 21, 22, 23, and the citizenM hotel (granted temporary occupancy in late 2023); however, the West Campus contains two development agreements, with an agreement covering the original West Campus (Building 20) and a separate agreement covering the Campus Expansion Project (Buildings 21, 22, 23, and the citizenM hotel).

The East Campus is the former Sun Microsystems/Oracle campus and includes Meta Buildings 10-19. A single DA governs development at the East Campus. The two campuses, east and west, are each governed by a conditional development permit (CDP). In late 2022 the City Council adopted land use entitlements, including a CDP and DA, for the Willow Village mixed-use masterplan, located at 1350 Willow Road.

A development agreement is typically reviewed annually based on the date of adoption of the DA. In 2020 the City switched to reviewing the East and West Campus DAs per calendar year (January through December) to allow for simplified annual reviews and reporting. The annual review will typically occur in the spring for the prior calendar year. The COVID-19 pandemic disruption and staff resources resulted in the delayed review for these DAs and the multi-year annual review. Staff intends to continue the DA reviews annually going forward. The East and West Campus development agreements terminate in February 2026, and the final annual review will include the 2025 calendar year and the first two months of 2026. That final annual review will occur in Spring 2026. The 2023 annual review is the first annual review of the Willow Village masterplan project. Since the DA was adopted in December 2022, staff also intends to review the Willow Village DA based on a calendar year.

East Campus (Buildings 10 through 19)

The 56.9-acre East Campus is located at 1 Hacker Way (previously addressed 1601 Willow Road). The East Campus is also referred to as the Classic Campus. The site is developed with nine buildings and contains approximately 1,035,840 square feet of office and ancillary use gross floor area (GFA). The project site was initially developed by Sun Microsystems through a CDP and DA in the early 1990s. The obligations

under the previous DA were fulfilled prior to Meta's occupancy of the project site. In 2011, Facebook, now Meta, submitted a request for a CDP amendment, DA, associated land use entitlements, and environmental review to convert the employee cap for the campus into a trip cap, allowing for an increase in employment at the project site. The City Council approved the project in June of 2012, subject to a DA and CDP. Subsequent Meta project approvals required that the DA and CDP be amended and restated and these documents now govern the East Campus. All of the buildings on the East Campus are occupied. This annual review evaluated compliance with the currently applicable amended and restated DA and CDP for the East Campus (Attachments D and E).

West Campus (Building 20)

The 22-acre West Campus is located at 1 Meta Way (formerly 1 Facebook Way). The 433,555 square-foot building is constructed over surface parking. Applicable entitlements and agreements for the Meta West Campus Project included a CDP and DA (Attachment F). The City Council approved the project in March 2013. The West Campus building is completed and occupied.

Campus Expansion Project (Buildings 21 and 22 and citizenM Hotel)

The Campus Expansion Project includes two office buildings and the citizenM hotel. The project also includes approximately two acres of publicly accessible open space and a bicycle/pedestrian bridge over Bayfront Expressway. The City Council approved this project on November 1, 2016. Applicable entitlements and agreements for the Campus Expansion Project included an amended and restated CDP and DA. As part of the Campus Expansion Project, the CDP governing Building 20 was incorporated into the Campus Expansion Project amended and restated CDP but the West Campus DA remained separate. The Campus Expansion Project DA and associated CDP were further amended in November 2017 as part of applicant-initiated revisions to the approved Campus Expansion Project. On February 11, 2020, the City Council approved the third amended and restated CDP (Attachment G) for applicant-initiated revisions to increase the number of hotel rooms for the previously approved hotel use from 200 to 240 and to reduce the number of required parking spaces. This CDP currently governs the project site. The DA for the project was not amended as part of the modifications to the hotel room count. The initial DA and amendment to the DA are included as Attachments H and I, respectively.

Willow Village Project

The masterplan project will redevelop approximately 59 acres of existing office and warehouse development owned and operated by Peninsula Innovation Partners, LLC (on behalf of Meta). The approximately 59-acre main project site is generally located along Willow Road between Hamilton Avenue and Ivy Drive. The CDP approved the development of up to 1,600,000 square feet of office (with 1.25 million square feet for typical office uses and the balance for accessory uses including meeting and collaboration space), 1,730 housing units, 200,000 square feet of retail, a hotel with up to 193 rooms, and associated open space (e.g. elevated linear park, town square, dog park, and 3.5 acre publicly accessible park) and infrastructure.

On December 6 and 13, 2022, the City Council took the initial and final actions on the proposed masterplan project. During 2023, the Planning Commission reviewed the architectural control plans for the individual buildings and site improvements. At this time, the City is reviewing the on-site infrastructure plans, the final map for the main project site, and the parcel map for the Hamilton Avenue parcels (inclusive of the realignment of Hamilton Avenue). As a separate project, the City is also reviewing the use permit and architectural control to demolish and reconstruct the Chevron fueling station to accommodate the realignment of Hamilton Avenue. Meta has not identified a timeline for when construction could occur; however, the infrastructure, final/parcel maps, and Chevron station redevelopment are necessary to allow for the masterplan development to move forward. The Willow Village development agreement and conditional development permit are included in Attachments J and K, respectively. More information on the masterplan, including current status is available on the city-maintained project page (Attachment L).

Analysis

The adopted development agreements include a provision requiring the City to review the Owner's good faith compliance with the terms of each Agreement pursuant to Government Code Section 65865.1 and Resolution No. 4159. Notice of such annual review shall be provided by the City's Community Development Director to Meta and Owner not less than 30 days prior to the date of the hearing by the Planning Commission on Meta's and Owner's good faith compliance with each Agreement and shall to the extent required by law include the statement that any review may result in amendment or termination of this Agreement. A finding by the City of good faith compliance with the terms of this Agreement shall conclusively determine the issue up to and including the date of such review." The West Campus DA requires that review of the West Campus DA coincide with the annual review of the East Campus DA. For convenience, staff brings the annual compliance reviews for all Meta-related DAs concurrently.

To evaluate Meta's progress at implementing the DAs, staff developed a classification system to describe how the specific requirements are being implemented using four categories. Three of these categories are consistent with the principle of good faith compliance with the terms of the agreements and are as follows:

- **Completed:** A One-time Action was completed or an Ongoing Activity occurred during the DA review year.
- **In Progress:** A One-time Action is underway (acceptable progress).
- **Conditional, No Action Required:** The triggering event, condition, or requirement to undertake an item has not occurred during the annual review year and no action is necessary at this time.

The fourth category, described as Unacceptable Progress, implies that, at least potentially, good faith compliance for that item may not have occurred. However, a determination that substantial and persistent non-implementation of a DA item would have to occur before a lack of good faith compliance could truly be determined.

To ensure that the City is aware of the status of their compliance and any challenges they may be having with achieving compliance, Meta provides staff with periodic updates on the status of all applicable requirements. These updates, as well as supporting correspondence and written documentation have been used to develop the DA Implementation tables attached to this staff report.

East Campus development agreement

The East Campus DA includes 37 requirements that are associated with the annual DA tracking. These requirements fall into two categories, One-Time Actions and Ongoing Activities. All East Campus requirements have been completed or were not applicable during the 2021-2023 annual review periods. A detailed description of the requirements of the DA for the East Campus are contained in Attachments M and N, respectively. The summary of the implementation status of the 37 DA requirements is provided in the following table.

Table 1: East Campus development agreement		
Implementation status (2021-2023 review periods)	One-Time Actions (Attachment M)	Ongoing Activities (Attachment N)
Completed	16	16
In Progress/Ongoing (Acceptable Progress)	0	0
Conditional / No Action Required	1	4
Unacceptable Progress/No Information Provided	0	0

Trip cap compliance

Meta and the City continue to monitor compliance with the trip cap requirements. According to the Trip Cap Policy, Meta is allowed to exceed its trip cap on twelve special event days in a 12-month period and on three non-event days in a 180-day period (at which time Meta must be in compliance with the trip cap for 180 days before utilizing any additional non-event exclusions). The Trip Cap Policy defines special events as those that are not typical of the operating conditions at the campus and would be likely to involve more than Meta employees. For reference, the trip cap allows for event exclusions on a rolling 12-month basis (not calendar year).

Under the trip cap, a trip is considered a vehicle whose occupant(s)' final destination is the East Campus or a vehicle whose origin is the East Campus. In accordance with the trip cap, the trip log includes a reliability (sensitivity) factor that is reviewed annually, specifically with regard to the accuracy of the trip count equipment sensors. The reliability factor is reviewed annually to determine if adjustments to the reliability factor are needed. The reliability factor takes into account rideshare (Uber/Lyft) trips whose occupants' final destination is the East Campus, even if those vehicles drop their riders at other Meta campuses in the vicinity. Due to the Covid-19 pandemic, the City and Meta determined not to adjust the reliability factor in 2020 through 2023. Meta is preparing to conduct a sensitivity analysis to determine if the reliability factor needs to be updated now that employees have returned to the campuses on a regular basis.

Based on the trip count log, there was a single exceedance during the 2021-2023 monitoring period (during 2023), which was associated with a valid exclusion per the trip cap policy and no penalties were assessed during the three annual reporting periods. Staff recommends that the Planning Commission find that Meta has made a good faith compliance effort for the East Campus DA, including the trip cap component.

West Campus development agreement

The West Campus DA (Building 20) includes 11 requirements that are associated with the annual DA tracking. These requirements fall into two categories, One-Time Requirements and Ongoing Activities. Requirements that apply only to project construction (e.g. 7.3.1 and 7.3.2) are also classified as One-Time Actions since once construction is completed the obligation no longer applies. The summary of the implementation status of the 11 West Campus DA requirements is provided below:

Table 2: West Campus development agreement		
Implementation status (2021-2023 review periods)	One-Time Actions (Attachment O)	Ongoing Activities (Attachment P)
Completed	5	4
In Progress/Ongoing (Acceptable Progress)	0	0
Conditional / No Action Required	0	2
Unacceptable Progress/No Information Provided	0	0

There have been no changes to the compliance status of the One-Time Actions and Ongoing Activities for the West Campus DA. The triggers for the conditional items have not been met during the 2021-2023 annual review period. The summaries of the One-Time Actions are in Attachment O and the summaries of the Ongoing Activities are in Attachment P.

Campus Expansion Project development agreement

The Meta Campus Expansion Project DA (for Meta’s Buildings 21 and 22, and the citizenM hotel) includes 39 requirements that are associated with the annual DA tracking. These requirements also fall into two categories, One-Time Actions and Ongoing Activities. Requirements that apply only to project construction are also classified as One-Time Actions since once construction is completed the obligation no longer applies. All of the Ongoing Activities are required to be implemented after the Campus Expansion Project has been constructed and occupied. Construction of Buildings 21 and 22 is complete and the citizenM hotel received temporary occupancy in late 2023. Final inspection on the hotel is anticipated in the near future.

Some items were out of Meta’s control and were identified as conditional during this annual review. These include an increase of one basis point in the tax rate for the hotel TOT, which staff determined requires a ballot measure. Additionally, the hotel recently received temporary occupancy and the City has not received updated tax assessment information from the San Mateo County tax assessor. If an Ongoing Activity was completed during the 2021-2023 annual review periods, it has been identified as completed in the attached table. A detailed description of the requirements of the DA for the Campus Expansion Project for the One-Time Actions and Ongoing Activities are contained in Attachments Q and R, respectively. The summary of the implementation status of the 39 requirements is provided below including updates since the last annual review.

Table 3: Campus Expansion development agreement		
Implementation Status (2021-2023 review periods)	One-Time Actions (Attachment Q)	Ongoing Activities (Attachment R)
Completed	16	13
In Progress/Ongoing (Acceptable Progress)	5	3
Conditional / No Action Required	0	1
Unacceptable Progress/No Information Provided	1	0

Meta has made a good faith effort to comply with the terms of the DA for the Campus Expansion Project, including the terms of the Amendment to the DA (adopted in November 2017).

The timelines to deliver some items in the DA were previously extended but staff believes Meta has generally made a good faith effort to comply with the terms of the DA. The Chilco Street Frontage Improvements were anticipated to be constructed in phases and Meta worked to accommodate modifications to project phasing and design in good faith with the City. All phases were completed by the end of 2021. Additionally, due to the COVID-19 pandemic, commissioning for the recycled water system for Buildings 21 and 22 could not be completed. Meta indicates that the occupancy of the buildings is now sufficient for commissioning and it is in the process of obtaining all permits and approvals to restart commissioning. While the system is not operating currently, staff believes that the “In Progress” designation for Item 9.2.7A of the DA demonstrates good faith compliance.

The Campus Expansion DA included four items related to the Samtrans Dumbarton Corridor project (Items 7.1.1, 7.1.2, 7.1.3, and 7.1.5). The 2020 annual review reported out on these efforts in detail. Meta ended its participation in the Dumbarton Corridor in 2021 and indicates it exceeded funding obligations through its involvement in the Dumbarton Corridor project. Meta met its obligation under these DA terms and any future involvement with the Dumbarton Corridor project would be at Meta’s sole discretion. The Willow Village DA includes a non-monetary commitment from Meta to support future projects on the Dumbarton Corridor.

Following the completion of the Housing Inventory and Local Supply Study (Item 8.1.1), the Housing Innovation Fund (Item 8.1.2) was created to implement near-term actions from the Housing Inventory and Local Supply Study. In 2021, the eight member advisory board distributed funding for affordable housing preservation (e.g. community land trusts) and accessory dwelling unit creation (e.g. prefabricated units, streamlining, supporting materials, etc.). The fund was set up to disperse \$1,500,000 in funds via grants. According to Philanthropic Ventures Fund (fund administrator), the grants made from the Housing Innovation Fund focus on finding creative ways to help support the building of accessory dwelling units (ADUs) and on supporting the expansion of community land trusts (CLTs). The grants are meant to be seed grants to spark and launch innovative ideas in these two specific areas. The following organizations received grants from the Housing Innovation Fund:

- PAHALI Community Land trust (\$520k)
- United Hope Builders (\$250k)
- City Systems (\$250k)

- SOUP (\$290k)
- Symbium (240k)

Meta supported a total of \$1.55 million in grants and has demonstrated good faith compliance with the terms of the DA for Item 8.1.2 (Housing Innovation Fund) during the 2021-2023 review period.

Another key update since the 2020 DA annual review period is the Affordable Housing Preservation Pilot Program (Item 8.1.3). Meta partnered with Local Initiatives Support Coalition (LISC) to implement the program, upon authorization of the City. The first payment of \$500,000 to LISC was made in August 2019 (reported during the 2020 annual review) and in 2021 Meta provided \$125,000 to HIP Housing to help preserve 14 units in Menlo Park. Meta has been working with LISC to distribute the remaining approximately \$375,000 (for a total contribution of \$1,000,000). Meta reached out to the City to discuss contributing the remaining funds to expand the Habitat for Humanity project that will fund rehabilitation projects in the Belle Haven neighborhood. The City authorized \$1.2M to support projects at approximately 20 homes, which began in 2023. City staff is generally supportive of an expansion of this program with the additional funds from Meta, and is evaluating alternatives before committing the funds to the Habitat program. Staff intends to provide guidance to Meta by the end of the 2023-24 fiscal year.

The Campus Expansion project includes an approximately 2-acre publicly accessible open space and a publicly accessible bicycle and pedestrian bridge over Bayfront Expressway. The full publicly accessible park and the bicycle and pedestrian bridge were opened to the community in early 2022. With the completion of the bicycle and pedestrian bridge, Meta has been discussing funding a seasonal docent (up to \$25,000 commitment) with the refuge. This item is In Progress and while the timeline for delivery has been extended, staff believes Meta is working in good faith to address its obligation to fund a seasonal docent.

citizenM Hotel

Since the hotel recently received initial occupancy, LEED certification is currently in progress and documentation with the temporary certificate of occupancy indicated that citizenM would submit to USGBC concurrent with temporary occupancy. Final inspection may occur before LEED certification and citizenM and staff are outlining a timeline for certification. The DA includes a Revenue Benchmark Guarantee for the hotel that includes transient occupancy tax (TOT) and sales tax generated by the hotel. The guarantee commencement date is equivalent to the date of issuance for the first building permit for Building 22, which was issued on September 8, 2018, making the guarantee effective on July 1, 2021. The Revenue Benchmark Guarantee is \$1,250,000 with payment due at the end of the fiscal year to allow for sales tax and TOT to be credited toward the benchmark guarantee. Payments for the 2021 and 2022 review periods were made. Since the hotel began operating in late 2023 and the Revenue Benchmark is calculated at the end of the fiscal year, the 2023-2024 fiscal year guarantee calculation and potential payment has not been calculated. Sales tax and TOT generated by the hotel will be credited against the Revenue Benchmark and a payment would be required for the delta between the actual revenue and the guarantee if the revenue is below the guarantee.

The DA included a requirement that during construction of Buildings 21, 22, and the hotel, all construction contracts for \$5,000,000 or more include a provision to record a sub-permit from CA State Board of Equalization to book and record construction materials purchases/sales as sales originating in the City throughout duration of construction through occupancy. This is intended to maximize revenue from sales and use taxes in favor of the City. Meta is in the process of confirming with citizenM whether any contracts met this criteria and if applicable, whether citizenM implemented this requirement in those contracts. At this time, staff has identified compliance as “Unacceptable Progress/No information Provided” for the hotel.

Meta previously complied with this requirement for the construction of Building 21 and 22. Staff does not believe that this instance represents a lack of good faith compliance with the terms of the DA.

Trip cap compliance

The West Campus also has a trip cap requirement. The system is counting properly. The City continues to monitor compliance with the trip cap requirements. Meta is in compliance with the trip cap specified in the CDP. The reliability factor, discussed previously for the East Campus, applies to the West Campus as well. The trip cap for the West Campus is combined with the Campus Expansion Project trip cap and the site is in compliance with the trip cap.

Willow Village development agreement

The Willow Village DA includes 30 requirements that are associated with the annual DA tracking. This is the first review for the Willow Village DA. These requirements fall into two categories, One-Time Actions (Attachment S) and Ongoing Activities (Attachment T). In 2023 the Planning Commission reviewed the detailed architectural control plans for the buildings and site improvements (including publicly accessible open space). At this time, the City is reviewing the on-site improvement plans for the backbone infrastructure, the final map for the main project site, the parcel map for the Hamilton Avenue parcels (including the realignment of Hamilton Avenue), and also reviewing the Chevron Station reconstruction (required to enable the realignment of Hamilton Avenue). Therefore, most DA items are not applicable at this time. The summary of the implementation status of the 30 Willow Village DA requirements is provided below:

Table 4: Willow Village masterplan development agreement		
Implementation Status (2023 annual review period)	One-Time Actions (Attachment S)	Ongoing Activities (Attachment T)
Completed	0	4
In Progress/Ongoing (Acceptable Progress)	1	3
Conditional / No Action Required	13	9
Unacceptable Progress/No Information Provided	0	0

The Willow Village masterplan DA identified two items to be implemented during the improvement plans phase (i.e. Hamilton Avenue realignment, bus access), which are currently under review by the City as part of the improvement plans phase. The DA included ongoing actions that started in 2022 (i.e. Job training funding and community hub funding, and teacher housing rent subsidies), which have been completed through the 2023 review year. Additionally, Meta implemented DA item 5.3.A (Ongoing job Training) in advance of the timing of this obligation. Once applicable, this item will be a continuation of a previous DA item and compliance has been documented for the Campus Expansion Project and the Willow Village masterplan development agreements at this time. Lastly, the requirements to support Dumbarton Rail and Dumbarton Forward are considered “In Progress;” however, there are no reportable actions for the 2023 review year. Meta has acted in good faith toward compliance with its obligations from the Willow Village masterplan DA.

Conclusion

Staff believes that Meta has demonstrated a good faith compliance with the terms of the East Campus, West Campus, and Campus Expansion development agreements for the 2021, 2022, and 2023 annual review periods. Through the DA annual review evaluation staff determined that a single item (sales and use tax during construction for citizenM hotel) may not have been implemented and Meta is in the process of confirming with citizenM. However, all other obligations of these three development agreements have been met or are in progress and staff believes that Meta has generally made a good faith effort to comply with the terms of the development agreements. The applicable terms of the Willow Village masterplan DA have also been implemented during the first annual review during the 2023 calendar year and staff believes that Peninsula Innovation Partners, LLC has made a good faith effort to comply with the terms of the Willow Village development agreement.

Impact on City Resources

Meta is required to pay all costs associated with this review to fully cover the cost of staff time spent on the review of these projects.

Environmental Review

The California Environmental Quality Act (CEQA) requires that activities which meet the definition of a Project be evaluated for their potential impacts on the environment. The Annual Review of the Development Agreements has no potential to result in an impact to the environment and does not meet the definition of a Project under CEQA; as a result, no environmental review or determination is needed. The environmental impacts of the original East and West Campus projects and their associated development agreements were evaluated and considered at the time projects were initially approved by the City in 2012, 2013, 2016, 2017, and 2020 respectively. The environmental analysis for the Willow Village masterplan considered its development agreement in 2022.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting. Public notification also consisted of publishing a notice in the local newspaper

Attachments

- A. Draft Planning Commission Resolution for East Campus, West Campus, and Campus Expansion Project development agreement
- B. Draft Planning Commission Resolution for the Willow Village masterplan development agreement
- C. Location Map
- D. East Campus Amended and Restated Development Agreement – hyperlink:
https://menlopark.gov/files/sharedassets/public/v/1/community-development/documents/projects/completed/facebook-campus-expansion/amended-and-restated-da_1601-willow-rd.pdf
- E. East Campus Amended and Restated Conditional Development Permit – hyperlink:
<https://menlopark.gov/files/sharedassets/public/v/1/community-development/documents/projects/completed/facebook-campus-expansion/east-campus-cdp.pdf>
- F. West Campus Development Agreement – hyperlink:

https://menlopark.gov/files/sharedassets/public/v/1/community-development/documents/projects/completed/facebook-campus-expansion/recorded_fb-wc-da_conformed_5_2_13-fb-west-campus.pdf

- G. Campus Expansion Third Amended and Restated Conditional Development Permit – hyperlink:
https://menlopark.gov/files/sharedassets/public/v/1/community-development/documents/6540-third-amend-cdp-300-309-constitution-and-1-facebook-for-hotel-citizenm_202012141212203349.pdf
- H. Campus Expansion Project Development Agreement – hyperlink:
https://menlopark.gov/files/sharedassets/public/v/1/community-development/documents/projects/completed/facebook-campus-expansion/301-309-constitution_da-2016.pdf
- I. Campus Expansion Project Development Agreement Amendment – hyperlink:
<https://menlopark.gov/files/sharedassets/public/v/1/community-development/documents/projects/completed/facebook-campus-expansion/301-309-constitution-drive-da-amendment-2017.pdf>
- J. Willow Village Masterplan Development Agreement – hyperlink:
<https://menlopark.gov/files/sharedassets/public/v/1/community-development/documents/projects/under-review/willow-village/1095-willow-village-development-agreement.pdf>
- K. Willow Village Masterplan Conditional Development Permit – hyperlink:
<https://menlopark.gov/files/sharedassets/public/v/1/community-development/documents/projects/under-review/willow-village/notice-of-terms-and-conditions-of-conditional-development-permit.pdf>
- L. Willow Village City-maintained Project page – hyperlink:
<https://menlopark.gov/Government/Departments/Community-Development/Projects/Approved-projects/Willow-Village>
- M. East Campus Development Agreement One-Time Action Status
- N. East Campus Development Agreement Ongoing Activities Status
- O. West Campus Development Agreement One-Time Action Status
- P. West Campus Development Agreement Ongoing Activities Status
- Q. Expansion Campus Development Agreement One-Time Action Status
- R. Expansion Campus Development Agreement Ongoing Activities Status
- S. Willow Village masterplan development agreement One-Time Action Status
- T. Willow Village Masterplan Development Agreement Ongoing Activities Status

Report prepared by:
Kyle Perata, Assistant Community Development Director

PLANNING COMMISSION RESOLUTION NO. 2024-0XX**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MENLO PARK FINDING META PLATFORMS, INC. (META) TO BE IN GOOD FAITH COMPLIANCE WITH THE TERMS OF THE EAST CAMPUS (1 HACKER WAY), WEST CAMPUS (1 META WAY BUILDING 20), CAMPUS EXPANSION PROJECT (1 META WAY BUILDINGS 21, 22 AND 2 META WAY "HOTEL") DEVELOPMENT AGREEMENTS AND DEVELOPMENT AGREEMENT AMENDMENTS**

WHEREAS, on May 29, 2012 the City Council held a duly noticed public hearing, whereat the City Council adopted all land use entitlements for the Meta East Campus to eliminate the previous employee cap and implement a vehicle trip cap, and introduced an ordinance adopting the original East Campus Development Agreement; and

WHEREAS, on June 5, 2012, the City Council conducted a second reading and adopted the ordinance approving the original East Campus Development Agreement (Attached hereto as Exhibit A); and

WHEREAS, on March 19, 2013, the City Council at a duly noticed public hearing on the Meta West Campus entitlements adopted all land use entitlements for the construction of a 433,555 square foot office building, known as Building 20, and introduced an ordinance adopting the West Campus Development Agreement; and

WHEREAS, The City Council held a second reading and adopted the ordinance approving the West Campus Development Agreement on April 2, 2013 (Attached hereto as Exhibit B); and

WHEREAS, on November 1, 2016, the City Council held a duly noticed public hearing to consider the land use entitlements and the development agreement for the Campus Expansion Project to redevelop the remainder of the West Campus with two office buildings of approximately 962,400 square feet and a 200 room limited service hotel. At the meeting, the City Council adopted all land use entitlements and introduced an ordinance for the Campus Expansion Development Agreement; and

WHEREAS, on November 15, 2016 the City Council held a second reading and adopted the ordinance approving the Campus Expansion Project Development Agreement (attached hereto as Exhibit C); and

WHEREAS, on November 7, 2017, the City Council held a duly noticed public hearing to review revisions to the Campus Expansion Project to change the design of Building 22, increase the height of Building 22, add a multi-level parking structure, modify the open space, add an electric vehicle charging facility, and modify the timing of the delivery of publicly accessible open space. At the public hearing, the City Council adopted all land use entitlements including an amended and restated conditional development permit and a Campus Expansion Project Development Agreement Amendment (Exhibit D); and

WHEREAS, Section 10 of the Campus Expansion Development Agreement required modifications to the Original Agreement for the East Campus Project to eliminate Meta's right to reduce the Annual Payment (as defined in the original East Campus Development Agreement in Exhibit A) in exchange for a reduction in the allowed number of trips; provided, however, that Meta shall retain the right to suspend the density increase and comply with the

employee/density cap contained in the Sun Conditional Development Permit, in which case, Meta's obligations to make Annual Payments would likewise be suspended in its entirety; and

WHEREAS, On March 13, 2018, the City Council held a duly noticed public hearing on the modifications to the East Campus Development Agreement to implement changes required by the Campus Expansion Project Development Agreement and introduced an ordinance amending and restating the Development Agreement; and

WHEREAS, A second reading was conducted on March 27, 2018, at which the City Council adopted the ordinance Amending and Restating the East Campus Development Agreement (Exhibit E); and

WHEREAS, On February 11, 2020, the City Council held a public hearing and approved amendments to the conditional development permit for the Campus Expansion Project to increase the total number of hotel rooms to 240 with no modifications to the Campus Expansion Development Agreement and Development Agreement Amendment; and

WHEREAS, Meta has completed all obligations or has made substantial progress of completing the obligations of the East Campus Amended and Restated Development Agreement, the West Campus Development Agreement, the Campus Expansion Development Agreement and Development Agreement Amendment that were applicable during the 2021, 2022, and 2023 annual review periods, with the exception of Item 6.6.1C (Sales and Use Taxes, Hotel), for which the City has determined that unacceptable progress was made during the annual review periods based on lack of information provided; and

WHEREAS, Item 6.6.1C was required during construction of the citizenM hotel for all construction contracts of \$5,000,000 or more to include a provision to record a sub-permit from CA State Board of Equalization to book and record construction materials purchases/sales as sales originating in the City throughout duration of construction to maximize revenue from sales and use taxes in favor of the City; and

WHEREAS, the City has determined that a number of items are in progress and are anticipated to be completed in the near future and that the single development agreement item that has not been completely addressed does not result in a lack of a good faith effort to implement the obligations of the Development Agreements; and

WHEREAS, the City is the lead agency, as defined by CEQA and the CEQA Guidelines, and is therefore responsible for the preparation, consideration, certification, and approval of environmental documents for the project; and

WHEREAS, the environmental impacts of the multiple Meta campus projects and associated development agreements were evaluated and considered at the time each project or revised project and associated development agreement or development agreement amendment was initially approved by the City in 2012, 2013, 2016, 2017, and 2018; and

WHEREAS, the annual review of the development agreements has no potential to result in an impact to the environment and does not meet the definition of a project under CEQA, and as a result, no environmental review or determination is needed; and

WHEREAS, all required public notices and public hearings were duly given and held according to law; and

WHEREAS, at a duly and properly noticed public hearing held on April 29, 2024, the Planning Commission fully reviewed, considered, and evaluated the whole of the record including all public and written comments, pertinent information, documents and plans, prior to taking action.

NOW, THEREFORE, THE MENLO PARK PLANNING COMMISSION HEREBY RESOLVES AS FOLLOWS:

Section 1. Recitals. The Planning Commission has considered the full record before it, which may include but is not limited to such things as the staff report, public testimony, and other materials and evidence submitted or provided, and the Planning Commission finds the foregoing recitals are true and correct, and they are hereby incorporated by reference into this Resolution.

Section 2. Development Agreement Annual Review Findings. The Planning Commission of the City of Menlo Park does hereby make the following Findings:

1. Meta is in good faith compliance with the provisions of the approved Development Agreements for the East Campus, West Campus, and Campus Expansion Projects for the 2021, 2022, and 2023 annual review periods.

Section 3. SEVERABILITY

If any term, provision, or portion of these findings or the application of these findings to a particular situation is held by a court to be invalid, void or unenforceable, the remaining provisions of these findings, or their application to other actions related to the Project, shall continue in full force and effect unless amended or modified by the City.

I, Kyle Perata, Assistant Community Development Director of the City of Menlo Park, do hereby certify that the above and foregoing Planning Commission Resolution was duly and regularly passed and adopted at a meeting by said Planning Commission on April 29, 2024, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS THEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this ____ day of April, 2024

PC Liaison Signature

Kyle Perata
Assistant Community Development Director
City of Menlo Park

Exhibits

- A. Meta East Campus Development Agreement (Staff Report Attachment D)
- B. West Campus Development Agreement (Staff Report Attachment F)
- C. Campus Expansion Project Development Agreement (Staff Report Attachment H)
- D. Campus Expansion Project Development Agreement Amendment (Staff Report Attachment I)
- E. Amended and Restated East Campus Development Agreement (Staff Report Attachment E)

PLANNING COMMISSION RESOLUTION NO. 2024-0XX

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MENLO PARK FINDING PENINSULA INNOVATION PARTNERS, LLC TO BE IN GOOD FAITH COMPLIANCE WITH THE TERMS OF THE WILLOW VILLAGE MASTERPLAN PROJECT DEVELOPMENT AGREEMENT FOR THE 2023 ANNUAL REVIEW PERIOD

WHEREAS, on December 6, 2022 the City Council held a duly noticed public hearing, whereat the City Council adopted all land use entitlements for the Willow Village Masterplan project 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")

WHEREAS, on December 13, 2022, the City Council conducted a second reading and adopted the ordinance approving the Willow Village Masterplan Development Agreement (Attached hereto as Exhibit A); and

WHEREAS, Peninsula Innovation Partners, LLC has completed all applicable obligations of the development agreement for the 2023 annual review year or is making progress on its obligations in a timely manner; and

WHEREAS, a substantial number of items are not applicable during the first annual review year as construction has not begun and are therefore considered conditional and are future obligations; and

WHEREAS, the City is the lead agency, as defined by CEQA and the CEQA Guidelines, and is therefore responsible for the preparation, consideration, certification, and approval of environmental documents for the project; and

WHEREAS, the environmental impacts of the Willow Village Masterplan project were considered in the project-specific environmental impact report that the City Council certified on December 6, 2022; and

WHEREAS, the annual review of the development agreement has no potential to result in an impact to the environment and does not meet the definition of a project under CEQA, and as a result, no environmental review or determination is needed; and

WHEREAS, all required public notices and public hearings were duly given and held according to law; and

WHEREAS, at a duly and properly noticed public hearing held on April 29, 2024, the Planning Commission fully reviewed, considered, and evaluated the whole of the record including all public and written comments, pertinent information, documents and plans, prior to taking action.

NOW, THEREFORE, THE MENLO PARK PLANNING COMMISSION HEREBY RESOLVES AS FOLLOWS:

Section 1. Recitals. The Planning Commission has considered the full record before it, which may include but is not limited to such things as the staff report, public testimony, and other materials and evidence submitted or provided, and the Planning Commission finds the foregoing recitals are true and correct, and they are hereby incorporated by reference into this Resolution.

Section 2. Development Agreement Annual Review Findings. The Planning Commission of the City of Menlo Park does hereby make the following Findings:

1. Peninsula Innovation Partners, LLC is in good faith compliance with the provisions of the Willow Village Masterplan Development Agreement.

Section 3. SEVERABILITY

If any term, provision, or portion of these findings or the application of these findings to a particular situation is held by a court to be invalid, void or unenforceable, the remaining provisions of these findings, or their application to other actions related to the Project, shall continue in full force and effect unless amended or modified by the City.

I, Kyle Perata, Assistant Community Development Director of the City of Menlo Park, do hereby certify that the above and foregoing Planning Commission Resolution was duly and regularly passed and adopted at a meeting by said Planning Commission on April 29, 2024, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS THEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this ____ day of April, 2024

PC Liaison Signature

Kyle Perata
Assistant Community Development Director
City of Menlo Park

Exhibits

- A. Willow Village Masterplan Development Agreement (Staff Report Attachment J)

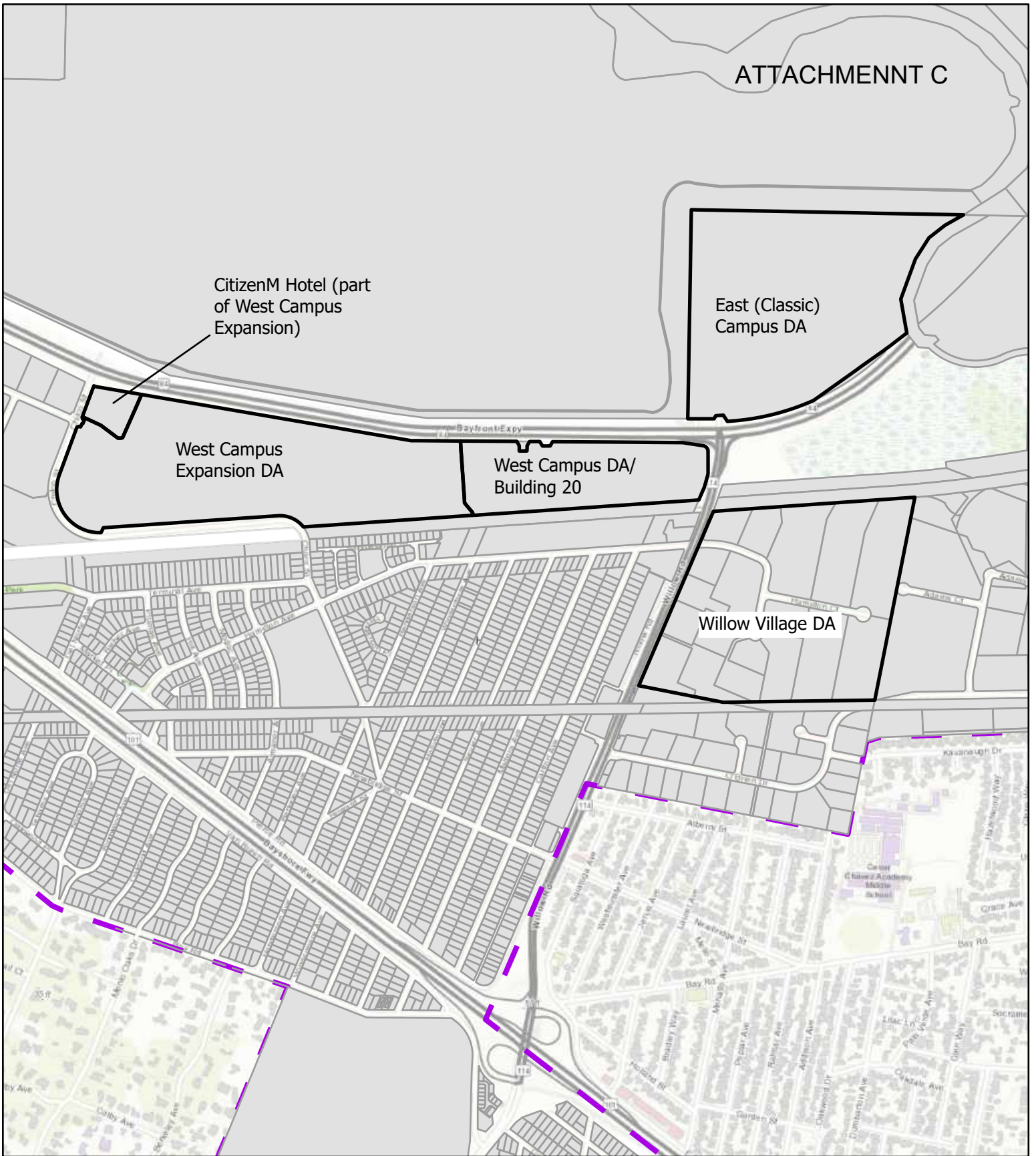
CitizenM Hotel (part of West Campus Expansion)

East (Classic) Campus DA

West Campus Expansion DA

West Campus DA/ Building 20

Willow Village DA



CITY OF MENLO PARK

LOCATION MAP

META DEVELOPMENT AGREEMENT ANNUAL REVIEW



**ATTACHMENT M
EAST CAMPUS DEVELOPMENT AGREEMENT
ONGOING ACTIVITIES
2021, 2022, and 2023 Annual Review Periods**

DA Term	Task/Requirement/Action*	Timeline	Status	Notes
5.	<p><u>Trip Cap</u>. Facebook shall adhere to the Trip Cap, details included in the Project Approvals, and incorporated herein by this reference (CDP Requirement 7).</p>	<p>Within 180 days of CDP Approval.</p>	<p>Completed</p>	<p>The City is receiving regular automated daily reports.</p> <p>The East Campus was compliant during the 2021, 2022, and 2023 annual review periods. In 2023 Meta exceeded its trip cap on a single date, which was associated with a valid event exclusion.</p>
8.	<p><u>Annual Payment</u>. During the term of this Agreement, Facebook and/or Owner shall make an annual payment (“Annual Payment”) to the City in lieu of sales tax or other revenue that might otherwise accrue to the City if the Property was occupied by a sales tax producer.</p> <p>Item 8.1.2 was in effect for the 2017-2021 payments which required that in each of the first five years beginning with the first payment on July 1, 2017, the amount of the Annual Payment shall be Nine Hundred Thousand (\$900,000).</p> <p>Item 8.1.3 is currently in effect for the 2022-2026 payments which increases the amount to One Million dollars (\$1,000,000).</p>	<p>\$900,000 due on July 1 of each year from 2017 to 2021.</p> <p>\$1,000,00 due on July 1 of each year from 2022 - 2026</p>	<p>Completed</p>	<p>City received all payments required through July 2023, including payments for the 2021, 2022, and 2023 annual review periods.</p>

*The DA requirements listed here may be summarized; the complete terms are found in the recorded DA. The DA refers to “Facebook” and for consistency Facebook is referenced in the DA summary; however, Meta is referred to in the compliance summary.

10.	<u>Local Community Fund.</u> Facebook shall create a Local Community Fund (“LCF”) in partnership with a non-profit partner to manage and administer the LCF and Facebook shall contribute Five Hundred Thousand Dollars (\$500,000) to the LCF. The purpose of the LCF will be to provide support for local community needs.	Within one year of the satisfaction of the Conditions Precedent (10/3/13)	Completed	See continuing local community Fund payment under West Campus DA Term 8.
13.1	<u>Internship Program.</u> Facebook will create a summer intern program for residents of the Ravenswood Elementary School District. The summer intern program will commence with an initial, pilot program, and then later, if successful, may be expanded, in Facebook’s sole and absolute discretion, to include more participants and/or subject areas.	No later than summer 2013	Completed	<p>The Tenth Annual Facebook (now Meta) Academy Summer Internship was completed on July 30, 2021 and was held virtually again due to the Covid-19 pandemic. Nineteen (19) high school students graduated from the six-week program.</p> <p>The Eleventh Annual Meta (rebranded) Academy Summer Internship was completed on July 28, 2022 and was held in person for the first time since 2019. Twenty-five (25) high school students graduated from the six-week program.</p> <p>The Twelfth Annual Meta Academy Summer Internship was completed on July 27, 2023. Twenty-five (25) high school students graduated from the six-week program.</p> <p>Over the 2021, 2022, and 2023 internships, students</p>

*The DA requirements listed here may be summarized; the complete terms are found in the recorded DA. The DA refers to “Facebook” and for consistency Facebook is referenced in the DA summary; however, Meta is referred to in the compliance summary.

				<p>represented the following schools:</p> <ul style="list-style-type: none"> • Woodside High School • Menlo Atherton High School • Everest High School • Sequoia High School • Eastside College Preparatory School • Castilleja School • Menlo School • Carmont High School • TIDE Academy • Sacred Heart High School • Mid-Peninsula High School • Palo Alto High School • Summit Preparatory Charter High School • Henry M. Gunn High School • Archbishop Riordan High School • East Palo Alto Academy <p>At least 10 students located within the boundaries of the Ravenswood City Elementary School District attended the annual academy each year.</p>
13.2	<p><u>Encourage Local Jobs.</u> Facebook will work with a local training program to expand training services for residents of the City and the City of East Palo Alto. Facebook will also create an ongoing quarterly series of career development workshops to commence within one year of the satisfaction of the Conditions Precedent. The workshops will focus on topics such as resume writing,</p>	<p>Within one year of the satisfaction of the Conditions Precedent* (10/3/13)</p>	Completed	<p>During the 2021 annual review year, Meta sponsored the following:</p> <ul style="list-style-type: none"> • Executive Coaching leadership seminar - 3 part series.

*The DA requirements listed here may be summarized; the complete terms are found in the recorded DA. The DA refers to "Facebook" and for consistency Facebook is referenced in the DA summary; however, Meta is referred to in the compliance summary.

	<p>interviewing skills and how to find a job via social media, including Facebook. These workshops will take place in local community centers and/or other neighborhood sites. In addition, within one year of the satisfaction of the Conditions Precedent, Facebook will host a session, promoted in the Belle Haven neighborhood and East Palo Alto, on how to become a Facebook employee and to encourage contractors to hire City residents and residents of the City of East Palo Alto, Facebook will require future vendors to use reasonable efforts to notify residents of the City and the City of East Palo Alto when they are hiring new people to work at the Property in the facilities, culinary and construction trades. Vendors with existing contracts will be encouraged to use reasonable efforts to promote local hiring as openings become available. Facebook will also encourage campus vendors to host sessions on how to become an employee of their organization.</p>			<ul style="list-style-type: none"> • Virtual Workforce 10 day workshop. 2-week career bootcamp with virtual coaching. • Meta led recruiting resume review session. • Community education sessions. • Job Train - Workforce Training Program: 61 enrollments with a 93% completion. • Year-Up program. <p>In 2022, Meta continued to partner with JobTrain on regular workshops:</p> <ul style="list-style-type: none"> • Building a profile on LinkedIn • Interviewing 101 • Tips for Job Seekers over 50 • Resume Building <p>In 2023 annual review year, Meta also partnered with JobTrain on regular workshops:</p> <ul style="list-style-type: none"> • Building a profile on LinkedIn • Interviewing 101 • Tips for Job Seekers over 50 Resume Building
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*The DA requirements listed here may be summarized; the complete terms are found in the recorded DA. The DA refers to “Facebook” and for consistency Facebook is referenced in the DA summary; however, Meta is referred to in the compliance summary.

			<p>743 members attended these workshops in 2023.</p> <p>During the entire 2021-2023 annual review period, Meta supported two JobTrain programs:</p> <ul style="list-style-type: none"> • Building Trades training programs; • Project Build: Carpentry Pre-Apprenticeship and Building Maintenance Technician & HVAC. <p>These programs allow JobTrain to continue to offer 8 cohorts of training each year.</p> <p>Some of the employers who hired Project Build graduates include, the City of Menlo Park, Grace Construction, Devcon Construction, Adrian Figeroa Construction, Rodan Construction, Optimum Property Solutions, Gabs Construction, Shimmick Construction, Koios Engineering, Harrell Remodeling, JC Pro Builders and CDI Contractor Services.</p>
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				<p>Other employers who hired JobTrain graduates include Rosenberg Plumbing, We Hope Homeless Connect, Sequoia High School, Mid Pen Housing, Barison Construction, Air Communications, and Meta.</p> <p>Meta also indicated it led virtual coaching seminars, career bootcamps, and community education sessions during the 2021-2023 annual review periods.</p> <p>For the 2021-2023 annual review periods, Meta continued to require all vendors and contractors to use all reasonable efforts to promote local hiring, including canvassing local union halls, posting jobs in local sources, etc.</p>
15.	<p><u>Adopt-a-Highway</u>. Facebook will adopt a roadway segment in the vicinity of the Property pursuant to Caltrans' Adopt-A-Highway Program. This commitment will be for a period of five years. If there are no segments available for adoption in the vicinity of the Property, Facebook's obligation shall be deferred until a segment</p>	<p>Within 180 days of the satisfaction of the Conditions Precedent* (4/1/13).</p>	Completed	<p>Bike trail along Highway 84. Litter removal conducted monthly and vegetation control done every three months</p>

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	becomes available. (Moved from One-Time to Ongoing activity in 2018 Annual Review.)			
16.1	<u>Environmental Education</u> . When performing work that might impact the San Francisco Bay, Facebook will hire an environmental consultant knowledgeable about the San Francisco Bay and associated marsh habitats to ensure that endangered species, particularly the Salt Marsh Harvest Mouse and Clapper Rail, are not harmed.	Prior to February 6, 2026.	Completed	Meta has retained HT Harvey & Associates to ensure compliance with this requirement as needed. WRA Environmental Consultants hired for bike/ped bridge project (requirement of Campus Expansion DA).
16.2	<u>Environmental Education</u> . Facebook will cooperate with the Don Edwards San Francisco Bay National Wildlife Refuge (“Refuge”) team and related nonprofit groups on habitat protection and restoration adjacent to the Property. Facebook will establish an ongoing, in-house point of contact for the Refuge, nonprofit groups and related agencies to ensure collaborative success.	Prior to February 6, 2026.	Completed	Solon Stewart-Rose is current point of contact, Meta meets periodically with the various stakeholders (Audubon, Citizens Committee to Complete the Refuge, US Fish & Wildlife/ SFBNW Refuge, South Bay Salt Pond Restoration project, etc.) to discuss Meta activities/projects.
16.3	<u>Environmental Education</u> . Facebook will educate employees and visitors about the unique species next to the Property and their habitat requirements. Such education may include installing interpretive signage and/or hosting educational programs.	Prior to February 6, 2026.	Completed	Starting in 2020, these opportunities went virtual and have remained virtual. In 2021, 2022, and 2023 Meta employees received opportunities to learn about local organizations through messaging on internal platforms about the following organizations: <ul style="list-style-type: none"> • Audubon Society

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				<ul style="list-style-type: none"> • San Francisco Bay Bird Observatory • Save The Bay • Green Foothills • Peninsula Open Space Trust • Bill "The Fox Guy" Leikam - Gray Fox education <p>Informational signage is installed on the East Campus providing education opportunities for employees and campus visitors about the local flora and fauna, including signage along the levy path (Bay Trail).</p>
16.4	<p><u>Environmental Education.</u> Facebook will engage in "wildlife-friendly" behavior, such as: (a) adopting policies requiring the trapping and removal of feral cats and the leashing of dogs when using trails located on the Property, (b) employing wildlife-safe rodent control measures, and (c) encouraging beneficial species.</p>	Prior to February 6, 2026.	Completed	<ol style="list-style-type: none"> 1. Feral Cat Trapping on the Levee Trail occurs quarterly in three locations. (No cats were trapped in 2021, 2022, or 2023.) 2. Meta encourages leash use on site. 3. Meta is using the least toxic approaches to rodent control, and do not trap for rodents near the Bay Trail. 4. Meta is planting beneficial plant species on the Bay Trail and conducts hand weeding to avoid removal of native plants.

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17.1	<u>On-going Environmental Commitments</u> . When performing landscape improvements, Facebook and/or Owner will minimize (or require the minimization of) potential stormwater runoff through the use of appropriate techniques, such as grassy swales, rain gardens and other Low Impact Development (LID) measures.	Prior to February 6, 2026.	Conditional	Meta has not initiated any landscape improvements which would trigger this requirement.
17.2	<u>On-going Environmental Commitments</u> . If Facebook and/or Owner installs at the Property new windows or new window treatments on windows facing the parking lot or the San Francisco Bay, Facebook and/or Owner will select (or require the selection of) windows and window treatments that minimize impacts of light pollution and risk of collision to birds. If Facebook and/or Owner installs new lighting in the parking lot at the Property, Facebook and/or Owner will use (or require the use of) then available best practices to design and shield that new lighting so as to confine direct rays to the Property and not out into the adjacent areas of the San Francisco Bay.	Prior to February 6, 2026.	Conditional	Meta has not initiated the replacement of any new windows which would trigger this requirement.
17.3	<u>On-going Environmental Commitments</u> . Except for the existing basketball court, Facebook and/or Owner will not create (or permit the creation of) any lighted playing field on the perimeter of the site that abuts the San Francisco Bay. Facebook and/or Owner will require the lights on the existing basketball court to be controlled so that the court is dark except when in use.	Prior to February 6, 2026.	Conditional	Meta has not initiated any lighting improvements which would trigger this requirement.
17.4	<u>On-going Environmental Commitments</u> . If Facebook and/or Owner installs new building roofs, window ledges, parking lot light poles or landscaping changes, Facebook and/or Owner will use (or require use of) then available best practices to ensure that the new building roofs, window ledges, parking lot light poles or landscaping changes do not create sites for predatory bird species to roost or nest.	Prior to February 6, 2026.	Conditional	Meta has not initiated any improvements which would trigger this requirement.

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17.5	<u>On-going Environmental Commitments.</u> When performing landscape improvements to those portions of the Property that abut the San Francisco Bay, Facebook and/or the Owner will consult with (or require consultation with) a qualified environmental consultant familiar with California native plant communities and select (or require the selection of) suitable native plants for landscaping.	Prior to February 6, 2026.	Completed	Meta continues to utilize landscape architects and wildlife biologists from HT Harvey & Associates on all exterior landscape renovations.
18.2	<u>Local Purchasing.</u> When purchasing goods that can be sourced locally, Facebook shall endeavor to purchase goods from vendors located in the City if the quality, price, terms and conditions are competitive.	Prior to February 6, 2026.	Completed	Meta utilized 40+ local businesses in 2021. Meta utilized 20+ local businesses in 2022. Meta utilized 10+ local businesses in 2023. Most businesses were local food/beverage, but the list also included non-food/beverage businesses: Cheeky Monkey (toys for a holiday drive), Kepler's Books, Lazy Californian's/Russian Hill Project (musicians).
18.3	<u>Local Purchasing.</u> When engaging vendors to provide on-site services to employees (e.g., chiropractic services), Facebook shall endeavor to engage vendors that are located in the City if their services satisfy Facebook's needs and the quality, price, terms and conditions are competitive.	Prior to February 6, 2026.	Completed	Meta indicates that they continue to evaluate all local vendors and hire locally when feasible. Many are smaller vendors that have difficulty managing Meta's large scale projects.
18.4	<u>Local Purchasing.</u> If the Menlo Gateway project is developed, Facebook will consider adding the hotel built as part of that project to its list of preferred hotels for visitors.	Prior to February 6, 2026.	Completed	Business travel restarted in 2021. The hotel in the Menlo Gateway Project is identified as a "Preferred Hotel" for business guests and employee

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				travel. Meta has also designated the citizenM hotel (located on the West Campus) as a preferred hotel.
19.	<u>Transportation Demand Management Information Sharing</u> . To help mitigate regional traffic, Facebook agrees to share its Transportation Demand Management best practices with other interested Silicon Valley companies that request such information from Facebook.	Ongoing through to February 6, 2026.	Completed	Meta indicates its Transportation Team regularly shares information through the Bay Area Council or Silicon Valley Leadership Group. At other times, they share directly with their TDM peers at other companies. They continue to partner with Silicon Valley Bicycle Coalition.
20.	<u>Volunteerism</u> . Facebook will actively promote local volunteer opportunities in the City and the City of East Palo Alto to all its employees. Such promotion shall include the creation of an internal Facebook page for the posting of volunteer opportunities. Facebook will host a "Local Community (Non-Profit) Organization Fair" on the Property.	Annually through February 6, 2026.	Completed	Meta held a Local Community Organization (Volunteer) Fair virtually for employees for a week in December 2021, 2022, 2023; In 2021, 34 local non-profits attended. In 2022, 24 local non-profits attended. In 2023, 27 local non-profits attended. Meta indicated that the themes highlighted in the fairs included: hunger, housing, youth mentorship, education, economic development, seniors, environment and sustainability.

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Conditions Precedent. Facebook’s and Owner’s obligations are expressly conditioned on the resolution of all legal challenges, if any, to the EIR, the Project Approvals and the Project. If no litigation or referendum is commenced challenging the EIR, the Project Approvals and/or the Project, Facebook’s and Owner’s obligations will vest 90 days after the Effective Date, with the **effective date being July 5, 2012 and 90 days post that being October 3, 2012.** If litigation or a referendum is commenced challenging the EIR, the Project Approvals and/or the Project, then Facebook’s and Owner’s obligations will vest on the date of final, non-appealable resolution of all litigation in a manner that is reasonably acceptable to Facebook and Owner or resolution of the referendum in a manner that is reasonably acceptable to Facebook and Owner. The conditions described in this Section 6 shall, collectively, be referred to as the “Conditions Precedent”.

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ATTACHMENT N EAST CAMPUS DEVELOPMENT AGREEMENT ONE TIME ACTIONS OR IMPROVEMENTS 2021, 2022, and 2023 Annual Review Periods				
DA Term	Task/Requirement/Action*	Timeline	Status	Notes
7.1	<u>Capital Improvement</u> . Facebook shall make a one-time payment of One Million, One Hundred Thousand Dollars (\$1,100,000) to the City for the City's unrestricted use toward capital improvement projects.	Within 45 days of the satisfaction of the Conditions Precedent* (11/2/12).	Completed	
7.2.1	<u>Bicycle/Pedestrian</u> . Facebook shall perform one-time improvements to the Undercrossing above and beyond those described in the Project; including to the extent appropriate, preserving existing art and/or providing wall surfaces for invited artists to create mural art with the intent to create an "art gallery" experience for the pedestrians/bicyclists using the undercrossing. (See also East Campus CDP, Section 9)	Within 240 days of the satisfaction of the Conditions Precedent* (5/31/13).	Completed	
7.2.2	<u>Bicycle/Pedestrian</u> . Facebook shall perform restriping improvements for bicycle lanes to the following streets on a one-time basis: (a) Willow Road and Middlefield Road intersection.	Within 240 days of the satisfaction of the Conditions Precedent* (5/31/13).	Completed	
	(b) Willow Road and U.S. 101 bridge – Green Lane Bicycle Striping.		Completed	Caltrans did not approve this improvement or support these improvements. No further actions are possible; obligation satisfied.
	(c) Willow Road between Hamilton Avenue and Bayfront Expressway.		Completed	

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**ATTACHMENT N
EAST CAMPUS DEVELOPMENT AGREEMENT
ONE TIME ACTIONS OR IMPROVEMENTS
2021, 2022, and 2023 Annual Review Periods**

DA Term	Task/Requirement/Action*	Timeline	Status	Notes
	(d) Willow Road between Newbridge Street and Ivy Drive.		Completed	
	(e) Willow Road between O'Keefe Street and U.S. 101 (shared lane markings).		Completed	Shared lane markings were completed in 2013.
7.2.3	<u>Bicycle/Pedestrian</u> . Facebook shall have a one-time obligation to investigate the possibility of making crosswalk improvements to the pedestrian crossings at the US 101 and Willow Road interchange.	Within 240 days of the satisfaction of the Conditions Precedent* (5/31/13).	Completed	Caltrans did not allow the proposed improvements. No additional action by Meta is required.
7.2.4	<u>Bicycle/Pedestrian</u> . Facebook shall perform one-time improvements to publicly accessible walking paths, trails and levees in the immediate vicinity of the Property, subject to approval by the San Francisco Bay Conservation and Development Commission ("BCDC").	Within 240 days of the satisfaction of the Conditions Precedent* (5/31/13).	Completed	
7.3	<u>Business District</u> . Facebook will have a one-time obligation to investigate the possibility of creating a business improvement district in the Willow Road corridor between US 101 and Bayfront Expressway that includes the Property. If the business improvement district is feasible and the adjacent property owners are likewise interested in creating the business improvement district, Facebook shall initiate the process for creating the business improvement district.	Within three years of the satisfaction of the Conditions Precedent* (10/3/15).	Completed	Meta conducted contacts with potentially affected business owners, there was no interest in establishing a business improvement district. Meta completed its obligation.

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**ATTACHMENT N
EAST CAMPUS DEVELOPMENT AGREEMENT
ONE TIME ACTIONS OR IMPROVEMENTS
2021, 2022, and 2023 Annual Review Periods**

DA Term	Task/Requirement/Action*	Timeline	Status	Notes
9.1	<u>Housing</u> . Facebook will explore opportunities to invest in low income tax credits for affordable housing projects in the City and the City of East Palo Alto, including partnering with a local non-profit housing developer(s) or contributing funds toward the creation of low, very-low or extremely-low income housing. Facebook shall report the results of its explorations to the City’s Community Development Director upon the City’s Community Development Director’s written request. The decision of whether to make any investments will be in Facebook’s sole and absolute discretion.	Prior to February 6, 2026.	Completed	
9.2	<u>Housing</u> . Facebook will contact a local real estate developer or local real estate developers interested in building housing projects in the City. Facebook in concert with the real estate developer(s) will explore ways to support housing projects, including, but not limited to investing capital, committing to leasing units or offering marketing opportunities to Facebook employees. Facebook shall report the conclusions from this collaborative effort to the City’s Community Development Director upon the City’s Community Development Director’s written request. The decision of whether to provide any support will be in Facebook’s sole and absolute discretion.	Prior to February 6, 2026.	Completed	Meta has collaborated with the St Anton's Housing Project and provided funding for Below Market Rate housing units.

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**ATTACHMENT N
EAST CAMPUS DEVELOPMENT AGREEMENT
ONE TIME ACTIONS OR IMPROVEMENTS
2021, 2022, and 2023 Annual Review Periods**

DA Term	Task/Requirement/Action*	Timeline	Status	Notes
11.	<u>Bay Trail Gap</u> . Facebook will work with Bay Trail stakeholders, including, but not limited to Mid-peninsula Regional Open Space District, Association of Bay Area Governments (ABAG), the City of East Palo Alto and the City and County of San Francisco and appropriate members of the business community to close the Bay Trail Gap, commonly known as Gap No. 2092, which terminates at the railroad right-of-way on University Avenue.	Prior to February 6, 2026.	Completed	Meta previously wrote a letter to support the project and Measure A funds. Funds were received by ABAG. Meta also committed to providing additional funding, as needed. In April 2019, Meta made a donation for the completion of the 0.6 mile segment in East Palo Alto. Construction began on the project in the fall of 2019 and was completed in August 2020. This segment of the Bay Trail is now open.
12.	<u>Utility Undergrounding</u> . Facebook agrees to cooperate with the City in the City's efforts to underground existing electric transmission lines located in the vicinity of the property. However, neither the City nor Facebook will be obligated to provide funding for utility undergrounding.	Prior to February 6, 2026.	Conditional	No undergrounding project was initiated during this annual review period.
18.1	<u>Local Purchasing</u> . Facebook shall adopt a program to incentivize Facebook employees to frequent local businesses and continue such program for three years from the Effective Date.	July 5, 2015: Three year duration required from effective date.	Completed	The program operated for the required three year period. (This activity was previously listed as an ongoing action.)

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**ATTACHMENT N
EAST CAMPUS DEVELOPMENT AGREEMENT
ONE TIME ACTIONS OR IMPROVEMENTS
2021, 2022, and 2023 Annual Review Periods**

DA Term	Task/Requirement/Action*	Timeline	Status	Notes
22.1	<u>Sanitary Sewer System Upgrades</u> . Facebook shall purchase a third wastewater pump to be placed into reserve in case of pump failure at the Hamilton Henderson Pump Station. Within 120 days of the Effective Date of this Agreement, Facebook shall purchase a 3-Phase pump as approved by West Bay Sanitary District (WBSD).	Facebook shall post a bond equal to 120 percent of the cost of the wastewater pump within 30 days of the satisfaction of the Conditions Precedent* (11/2/12).	Completed	
22.2	<u>Sanitary Sewer System Upgrades</u> . Facebook shall upsize 114 feet of the existing 12-inch diameter pipeline that runs north along Hamilton Avenue, beginning at the Hamilton/Willow Road intersection, to a 15-inch diameter pipe and apply for a Class 3 permit from WBSD. Facebook shall post a bond equal to 200 percent of the estimated cost of the work within 30 days of the satisfaction of the Conditions Precedent.	Within 90 days of the Effective Date of this Agreement (10/3/12)	Completed	

Conditions Precedent. Facebook’s and Owner’s obligations are expressly conditioned on the resolution of all legal challenges, if any, to the EIR, the Project Approvals and the Project. If no litigation or referendum is commenced challenging the EIR, the Project Approvals and/or the Project, Facebook’s and Owner’s obligations will vest 90 days after the Effective Date, with the **effective date being July 5, 2012 and 90 days post that being October 3, 2012**. If litigation or a referendum is commenced challenging the EIR, the Project Approvals and/or the Project, then Facebook’s and Owner’s obligations will vest on the date of final, non-appealable resolution of all litigation in a manner that is reasonably acceptable to Facebook and Owner or resolution of the referendum in a manner that is reasonably acceptable to Facebook and Owner. The conditions described in this Section 6 shall, collectively, be referred to as the “Conditions Precedent.”

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ATTACHMENT O WEST CAMPUS DEVELOPMENT AGREEMENT ONGOING ACTIVITIES 2021, 2022, and 2023 Annual Review Periods				
DA Term	Task/Requirement/Action*	Timeline	Status	Notes
7.1	<u>Recurring Public Benefits Payment</u> . \$150,000/year	Payments are due on July 1 beginning after building occupancy is approved and continue for 10 years.	Completed	City received all payments required through July 2023, including payments for the 2021, 2022, and 2023 annual review periods.
7.2	<u>Property Tax Guarantee</u> . Facebook shall pay the City the positive difference between the projected assessed value and property tax collected.	Payment due the first tax fiscal year following the initial reassessment of the property and shall continue for 10 years.	Completed	According to the County Assessor, the assessed value of the Building 20 site and building exceeds the \$230 million assessed value threshold. No additional payment is required.
9.	<u>Recycling</u> . Facebook agrees to use the City's franchisee for all trash and recycling services, provided the price is the same as that charged to other commercial users in the City.	For lifetime of development agreement (February 6, 2026).	Completed	Recology provides trash and recycling services to the West Campus.
11.	<u>Public Access</u> . Public access shall be permitted on the landscaped area adjacent to the undercrossing (in addition to the dedicated access easement).	For lifetime of development agreement (February 6, 2026).	Completed	The undercrossing and connecting pathways remain open for public use.
12.	<u>Future Pedestrian/Bike Access</u> . If a public transit agency provides service proximate to the West Campus, and locates a stop near Willow Road and the rail spur and there is not a convenient alternative to service adjacent properties, owner will work with City to explore a bike/pedestrian route on the West Campus.	For lifetime of development agreement (February 6, 2026).	Conditional	Additional transit service in proximity to the West Campus has not been established. No action required.
13.	<u>Facebook East Campus Benefits</u> . If some of the commitments under the East Campus DA terminate, they shall be required under the West Campus Development Agreement.	Until the earlier of (i) Owner and Meta vacate West Campus, or (ii) February 6, 2026.	Conditional	East Campus Development Agreement still in effect, this requirement is not applicable for the 2021-23 period.

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ATTACHMENT P WEST CAMPUS DEVELOPMENT AGREEMENT ONE TIME ACTIONS OR IMPROVEMENTS 2021, 2022, and 2023 Annual Review Periods				
DA Term	Task/Requirement/Action*	Timeline	Status	Notes
6.	<u>Capital Improvements</u> . Within 60 days of the later of (a) City sign off on final building permits allowing occupancy of the West Campus by Owner and (b) Owner's receipt of City's request for payment, Owner shall make a one-time payment of \$100,000 to the City for the City's unrestricted use toward capital improvement projects that benefit the adjacent Belle Haven neighborhood.	Payable within 60 days of Certificate of Occupancy.	Completed	Paid on June 22, 2015.
7.3.1	<u>Sales and Use Taxes</u> . For all construction work performed on the project, should include a provision in all construction contracts for \$5 million or more to record a sub-permit from CA State Board of Equalization to book and record construction materials purchases/sales as sales originating in the City.	Throughout duration of construction through occupancy (not applicable to future remodeling or construction).	Completed	
7.3.2	<u>Sales and Use Taxes</u> . From the purchase of furnishings, equipment and personal property for initial occupancy of the building, owner shall maximize sales and use taxes to be received by the City.	Applicable throughout the duration of construction and initial occupancy (not applicable to future remodeling or construction).	Completed	Meta previously documented it paid over \$277,000 through the Second Quarter of 2015, aligning with occupancy of Building 20.
8.	<u>Local Community Fund</u> . Facebook shall contribute an additional \$100,000 to the Local Community Fund within one year of occupancy. However, if the fund is depleted at the time the owner receives a core and shell permit, owner shall make a payment within 6 months of conditions precedent.	Within one year of final building permit sign-off, or sooner if the fund is depleted at the time the owner receives a core and shell permit.	Completed	Additional contribution and continuation of the East Campus DA item. Completed in 2015. Additional annual funding of \$100,000 incorporated into Campus Expansion Project DA.

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**ATTACHMENT P
WEST CAMPUS DEVELOPMENT AGREEMENT
ONE TIME ACTIONS OR IMPROVEMENTS
2021, 2022, and 2023 Annual Review Periods**

DA Term	Task/Requirement/Action*	Timeline	Status	Notes
10.	<p><u>Design and Environment.</u></p> <p>Use of Gehry Partners as Architect of record.</p> <p>The green roof shall be designed consistent with project approvals.</p> <p>Owner will design building to be LEED Gold equivalency.</p>	Prior to approval of the building plans for the West Campus.	Completed	<p>Gehry Partners is the architect of record on the project.</p> <p>Core and shell permit approved in 2014 incorporated roof landscaping designs consistent with original approval.</p> <p>LEED Report indicated the building achieved LEED Gold under Building Design and Construction (BD+C) v2009</p> <p>Building 20 (West Campus) is certified LEED Gold.</p>

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ATTACHMENT Q WEST EXPANSION CAMPUS DEVELOPMENT AGREEMENT ONE TIME ACTIONS OR IMPROVEMENTS 2021, 2022, and 2023 Annual Review Periods				
DA Term	Task/Requirement/Action*	Timeline	Status	Notes
6.6.1A	<u>Sales and Use Taxes, Building 21.</u> For all construction work performed on the project, should include a provision in all construction contracts for \$5,000,000 or more to record a sub-permit from CA State Board of Equalization to book and record construction materials purchases/sales as sales originating in the City throughout duration of construction through occupancy. ¹	Applicable throughout duration of construction through occupancy (not applicable to future remodeling or construction).	Completed	Meta worked with the City’s consultant (Municipal Revenue Services) to ensure maximum possible use tax was collected from construction materials.
6.6.1B	<u>Sales and Use Taxes, Building 22.</u> For all construction work performed on the project, should include a provision in all construction contracts for \$5,000,000 or more to record a sub-permit from CA State Board of Equalization to book and record construction materials purchases/sales as sales originating in the City throughout duration of construction through occupancy. ¹	Applicable throughout the duration of construction and initial occupancy (not applicable to future remodeling or construction).	Completed	Meta worked with the City’s consultant to ensure maximum possible use tax is collected from construction materials.

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**ATTACHMENT Q
WEST EXPANSION CAMPUS DEVELOPMENT AGREEMENT
ONE TIME ACTIONS OR IMPROVEMENTS
2021, 2022, and 2023 Annual Review Periods**

DA Term	Task/Requirement/Action*	Timeline	Status	Notes
6.6.1C	<u>Sales and Use Taxes, Hotel.</u> For all construction work performed on the project, should include a provision in all construction contracts for \$5,000,000 or more to record a sub-permit from CA State Board of Equalization to book and record construction materials purchases/sales as sales originating in the City throughout duration of construction through occupancy. ¹	Applicable throughout duration of construction through occupancy (not applicable to future remodeling or construction or to future sales or transient occupancy taxes).	Unacceptable Progress/No Information Provided	<p>The hotel operator, citizenM, managed construction of the hotel. Meta is confirming with citizenM whether any contracts met this criteria, and if applicable whether the item was complied with.</p> <p>The hotel received temporary occupancy in December 2023 and has begun revenue service. Final inspection is anticipated in the near future.</p> <p>Meta continues to seek a tenant for the food and beverage space. The hotel lobby contains a bar/coffee shop that is open to the general public.</p>
7.1.1	<u>Dumbarton Transportation Corridor Study.</u> Facebook committed \$1,000,000 in funding to SamTrans to conduct the Dumbarton Transportation Corridor Study. The purpose of the study is to evaluate ways to improve the existing rail line as a multi-modal transit corridor.	Completed in December 2017	Completed	

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**ATTACHMENT Q
WEST EXPANSION CAMPUS DEVELOPMENT AGREEMENT
ONE TIME ACTIONS OR IMPROVEMENTS
2021, 2022, and 2023 Annual Review Periods**

DA Term	Task/Requirement/Action*	Timeline	Status	Notes
7.1.2	<p><u>Funding Recommendations from Dumbarton Transportation Corridor Study.</u> Facebook agrees to fund future recommendations arising from the Dumbarton Transportation Corridor Study in the amount of up to \$1,000,000. Facebook shall evaluate the recommendations contained in the Dumbarton Transportation Corridor Study and provide a written proposal identifying recommendations for how the Dumbarton Corridor Funding should be allocated for review by the City Manager or his or her designee.</p>	<p>Within 90 days after SamTrans publishes the final version of the Dumbarton Transportation Corridor Study, submit proposal for review of City Manager. Within 60 days of occupancy of Building 21 or City’s approval make funding available</p>	Completed	<p>Meta has provided funding for CEQA/NEPA evaluations of the preferred alternative from the Dumbarton Corridor Study. Environmental review began in 2018 and was put on pause during the Covid-19 pandemic. Meta put its involvement with the Dumbarton Transportation Corridor on hold in April 2020.</p> <p>Pre-environmental documentation began again in 2021 and Meta restarted outreach efforts in 2021. Meta is no longer actively involved with the Dumbarton Corridor project.</p> <p>Meta has met its obligation under this DA term.</p>
7.1.3	<p><u>Dumbarton Rail Trail Study.</u> Facebook committed \$700,000 in funding to SamTrans for the pre-design and environmental clearance of a pedestrian/bicycle path between East Palo Alto and the Redwood City Caltrain Station.</p>		Completed	

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**ATTACHMENT Q
WEST EXPANSION CAMPUS DEVELOPMENT AGREEMENT
ONE TIME ACTIONS OR IMPROVEMENTS
2021, 2022, and 2023 Annual Review Periods**

DA Term	Task/Requirement/Action*	Timeline	Status	Notes
7.1.4	<u>Transportation Management Association Feasibility and Implementation Strategy</u> . Facebook agrees to make a one-time payment in the amount of \$100,000 to the City to be set aside in a special fund and earmarked for the development of a Transportation Management Association Feasibility and Implementation Strategy study (“TMA Study”).	Such payment shall be required within sixty days of the City’s request for payment.	Completed	Meta made payment to the City in November 2017 at the request of the City to begin the TMA feasibility study process. The City completed the TMA feasibility study and provided the findings to the City Council in September 2021. The City is a partner to commute.org and continues to evaluate TMA and other TDM opportunities.

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7.1.5	<p><u>Regional Transportation Forum</u>. Facebook shall sponsor a forum in partnership with officials from the City, East Palo Alto, San Mateo County, and Santa Clara County to consider and evaluate innovative ways that the recommendations of the Dumbarton Transportation Corridor Study may be executed with minimal delays. Meta shall commit \$1,000,000 in funding to sponsor this forum.</p>	<p>Commence the process of facilitating this forum within six months of the date the final version of Dumbarton Corridor Study and convene the forum within two years of starting the process.</p>	<p>Completed</p>	<p>As part of its commitment under Item 7.1.2, Meta kicked off outreach on the next steps of the Dumbarton Corridor Project in January 2019. Outreach was to general public and key stakeholders. The Dumbarton Corridor Project included two advisory groups: Stakeholder Advisory Group (SAG) and Technical Advisory Group (TAG). Menlo Park staff participated on the TAG and members of the community participated on the SAG.</p> <p>In April 2020 Meta put its work with the Dumbarton Corridor on hold due to the Covid-19 pandemic. Work with SamTrans and the Dumbarton Corridor began again in October 2020 including public outreach with public sector stakeholders (San Mateo County and TAG member cities/agencies), engagement with community stakeholders (SAG members), and community meetings in 2021.</p>
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**ATTACHMENT Q
WEST EXPANSION CAMPUS DEVELOPMENT AGREEMENT
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DA Term	Task/Requirement/Action*	Timeline	Status	Notes
				While Meta is no longer an active participant in the Dumbarton Corridor project, Meta met its obligation under this DA item.
7.1.6	<p><u>Chilco Streetscape Improvements (Phases 3 and 4).</u> Facebook shall complete certain capital improvements associated with Phases 3 through 4 of the Chilco Streetscape Improvements at its sole cost. Meta shall coordinate the design of the Chilco Streetscape Improvements with the City and shall provide detailed plans and specifications for construction of the improvements to the City for final review and approval. Meta shall pay for and cause the construction of the Improvements:</p> <p>(1) Complete the Phase 3a and 3b improvements; and</p> <p>(2) Complete the Phase 4A and 4B improvements.</p>	<p>Prior to the City's final building inspection of Building 21</p> <p>Prior to the date of the City's final building inspection of Building 22</p>	Completed	Phase 3a, 3b, and 4a were completed in 2021.

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DA Term	Task/Requirement/Action*	Timeline	Status	Notes
7.1.7	<p><u>Chilco Streetscape Improvements (Phases 5 and 6).</u> Facebook shall also complete certain capital improvements associated with Phases 5 and 6 of the Chilco Streetscape Improvements, at its sole cost. Meta shall be entitled to a credit against any construction road impact fees imposed on the Project in an amount equal to the actual costs of constructing Phases 5 through 6. Subject to the City Manager’s approval of the design for Phases 5 and 6 of the Chilco Streetscape Improvements. If permits or approvals are required from outside agencies and such permits or approvals delay issuance of permits or completion of construction, or if construction is delayed for reasons beyond Meta’s reasonable control, then Meta shall have such additional time to complete such capital improvements as may be reasonably necessary resulting from such delays beyond Meta’s reasonable control.</p>	Schedule was mutually agreed upon by Meta and the City.	Completed	Completed in July 2020.

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**ATTACHMENT Q
WEST EXPANSION CAMPUS DEVELOPMENT AGREEMENT
ONE TIME ACTIONS OR IMPROVEMENTS
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DA Term	Task/Requirement/Action*	Timeline	Status	Notes
8.1.1	<u>Housing Inventory and Local Supply Study</u> . Facebook agrees to collaborate with officials and local stakeholders in the City and East Palo Alto to conduct a Housing Inventory and Local Supply Study to assess the conditions, occupancy, and resident profiles of residents living in the immediate vicinity of the Property (including, but not limited to Belle Haven, Fair Oaks and the City of East Palo Alto). Meta agrees to fund up to \$350,000 for the study and shall be responsible for selecting a qualified consultant to undertake the study.	Within thirty days of satisfaction of the Conditions Precedent, and shall use diligent good faith efforts to complete the study within eighteen months from commencement. Within thirty days of completion of the study, Meta shall provide a copy of the study to the City Manager of the City of Menlo Park and the City Manager of the City of East Palo Alto.	Completed	Meta partnered with UC Berkeley Center for Cities & Schools and YPLAN. UC Berkeley engaged local students to conduct research within their communities. The Community based approach extended the timeline. The Y Plan group presented to the Menlo Park City Council in April 2019 and again in August 2020; The City received the final report. UC Berkeley Center for Cities and Schools and YPLAN also presented at Meta in August 2019 and participated in a panel discussion with former Mayor Mueller.

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**ATTACHMENT Q
WEST EXPANSION CAMPUS DEVELOPMENT AGREEMENT
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DA Term	Task/Requirement/Action*	Timeline	Status	Notes
8.1.2	<p><u>Housing Innovation Fund.</u> Facebook shall establish a Housing Innovation Fund to identify near-term actions that may be taken within the local community (including Belle Haven and East Palo Alto) as a direct outcome of the Housing Inventory and Local Supply Study. Meta shall commit \$1,500,000 to establish the Housing Innovation Fund and provide seed funding for near-term implementation actions.</p>	<p>Prior to completion of the Housing Inventory and Local Supply Study described in Section 8.1.1.</p>	<p>Completed</p>	<p>The Housing Innovation Fund was created in the fall of 2020 and issued a request for proposals for potential projects to fund in late 2020.</p> <p>In 2021 the Housing Innovation Fund distributed \$1.55M in funding (exceeding the minimum required) to the following organizations for affordable housing preservation and ADU creation in Menlo Park and East Palo Alto:</p> <ul style="list-style-type: none"> • PAHALI Community Land trust (\$520k) • United Hope Builders (\$250k) • City Systems (\$250k) • SOUP (\$290k) • Symbium (240k)

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8.1.3	<p><u>Affordable Housing Preservation Pilot Program.</u> Facebook shall work in partnership with a reputable non-profit affordable housing partner to create and/or provide funding for a Housing Preservation pilot project. Within one year of satisfaction of the Conditions Precedent, Meta shall identify an appropriate non-profit affordable housing partner and contribute \$1,000,000 towards a suitable Housing Preservation pilot project, to be determined by Meta at Meta’s sole and absolute discretion.</p>	<p>Within one year of satisfaction of the Conditions Precedent.</p>	<p>In Progress</p>	<p>After evaluating potential projects, Meta partnered with LISC to implement the Pilot Program, with City Authorization. The first payment of more than \$500,000 was made in August 2019 toward preservation of rental units and creation of a community land trust. In 2021, Meta partnered with HIP Housing to provide \$125,000 to help preserve 14 units in Menlo Park.</p> <p>Meta is working with LISC to distribute the remaining approximately \$375,000 and is interested in providing additional funding for Habitat for Humanity’s project to provide housing rehabilitation loans to long-time, low-income homeowners in Belle Haven. The project received \$1.2M from the City already and City staff are generally supportive of additional funding from Meta through this DA item. Staff are evaluating alternatives before finalizing a decision and intend to provide guidance to</p>
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**ATTACHMENT Q
WEST EXPANSION CAMPUS DEVELOPMENT AGREEMENT
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DA Term	Task/Requirement/Action*	Timeline	Status	Notes
				Meta by the end of the 2023-24 fiscal year.
8.1.5	<u>Use of BMR Housing Fees.</u> Facebook will be entering into a Below Market Rate (“BMR”) Housing Agreement with the City to satisfy the requirements under Chapter 16.96 of the City’s Municipal Code. As part of the implementation of the BMR Housing Agreement, Meta shall use diligent good faith efforts to identify opportunities to partner with a non-profit housing organization in order to leverage the use of BMR housing fees payable in connection with the Project to develop the maximum number of units.	Concurrent with the recordation of the Development Agreement and BMR Agreement.	In Progress	First payment or delivery of units due within two years of date City issues first building permit for each building. Meta and the City evaluated procuring the units at an off-site locations for Building 21 and 22, but none were available. Meta paid fee for Building 21 in late 2019 and Building 22 fee is currently due with payment anticipated in fiscal year 2023-2024. The fee for the citizenM hotel was paid in 2022.
8.1.6	<u>Commitment to Design Housing Units Pending Completion of General Plan Update.</u> Subject to completion and approval of the pending ConnectMenlo process. Facebook shall commit to the planning and design of at least 1,500 housing units on the approximately 56-acre site known as the Menlo Science & Technology Park. Facebook further agrees that any future application to develop residential units will include a commitment to include no less than 15% BMR units and/or workforce housing units.	Subject to completion and approval of the ConnectMenlo General Plan Update	Completed	Willow Campus Masterplan submitted on July 6, 2017 with 1,500 housing units proposed; Subsequently, project updated to incorporate 1,730 housing units in 2020; City Council adopted all land use entitlements for the Willow Village project in late 2022.

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WEST EXPANSION CAMPUS DEVELOPMENT AGREEMENT
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DA Term	Task/Requirement/Action*	Timeline	Status	Notes
9.1.4	<u>Bedwell Bayfront Park Maintenance.</u> Facebook shall contribute \$1,000,000 to the Bedwell Bayfront Park Maintenance Fund for maintenance and operation.	Within one year of satisfaction of the Conditions Precedent	Completed	Paid 4/10/18.
9.32	<u>Design and Environmental Commitments.</u> Owner will design building to be LEED Gold equivalency or better. Enhanced soil remediation/cleanup measures consistent with the Soil Management Plan for the Property.	Prior to final sign-off on building permit for the Project	In Progress	Building 21 certified LEED Platinum Building 22 certified LEED Platinum Meta Park certified LEED Platinum Site cleanup completed to residential standards. citizenM is tracking for LEED Gold certification and indicated to the City it submitted to USGBC concurrent with temporary occupancy of the hotel. Prior to final inspection of the hotel, Staff and citizenM will outline the timeline for certification.
9.2.1	When performing work that might affect the baylands, Facebook will hire environmental consultant to ensure that endangered species are not harmed	Concurrent to and during construction of Project	Completed	FB continues to collaborate with wildlife biologists at HT Harvey & Associates and the SF Bay National Wildlife

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**ATTACHMENT Q
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ONE TIME ACTIONS OR IMPROVEMENTS
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DA Term	Task/Requirement/Action*	Timeline	Status	Notes
				<p>Refuge, and to implement wildlife-friendly behavior.</p> <p>Prior to bridge construction Meta consulted with HT Harvey to prepare a biological resources assessment of bridge construction to document impacts and identify measure to reduce potential impacts.</p>
9.2.5	Meta will use best practices to ensure building elements do not create sites for predatory bird species to roost or nest.	Concurrent to and during construction of Project/Ongoing	Completed	Bird perching deterrents installed per biologist recommendation on the bridge and buildings.
9.2.6	Fund seasonal docent for two year for the Don Edwards National Wildlife Refuge	Within 90 days of completion of the bridge improvements	In Progress	<p>Bridge construction completed in 2022 and Meta working with Fish and Wildlife to set up and fund a seasonal ranger for the refuge.</p> <p>Expected to start in 2024.</p>
9.2.7A	<u>Recycled Water System.</u> Contributions to Future District-Wide Recycled Water Systems. Facebook agrees to use diligent good faith efforts to install a recycled water system on the Property to serve Buildings 21 and 22. (If Meta is unable to obtain all permits necessary to construct and operate an on-site	Concurrent with construction of Building 21	In Progress	System was completed for Building 21 but commissioning was put on hold due to Covid-19 pandemic and shelter in place order.

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**ATTACHMENT Q
WEST EXPANSION CAMPUS DEVELOPMENT AGREEMENT
ONE TIME ACTIONS OR IMPROVEMENTS
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DA Term	Task/Requirement/Action*	Timeline	Status	Notes
	<p>recycled water system Meta agrees to: (a) connect the office buildings to any future recycled water system for landscaping and non-potable uses for Buildings 21 and 22, (b) offer to provide the Recycled Water Purveyor with initial funding not to exceed \$1,500,000 to finance the development and construction of a recycled water system capable of serving the Project in exchange for a credit against future capital expense charges, and (c) if the Recycled Water Purveyor's does not accept Meta's offer to provide initial financing Meta shall pay reasonable proportionate share of Recycled Water Purveyor's costs of developing and/or implementing the system.)</p> <p>If the Recycled Water Purveyor develops an area-wide recycled water system serving multiple properties in the Bayfront Area, Meta agrees that any applications submitted by Meta or its affiliates to develop buildings (other than the buildings proposed as part of the Project) in the Bayfront Area will include a commitment to pay a reasonable proportionate share of the Recycled Water Purveyor's costs of developing and/or implementing the system in a manner consistent with conditions imposed on other similarly situated projects in the Bayfront Area.</p>			<p>Building 22 has been connected to system in Building 22.</p> <p>During the 2021 and 2022 annual review years the buildings were not at sufficient capacity for commissioning.</p> <p>In 2023, buildings are at necessary capacity and Meta is in the process of obtaining necessary approvals and permits to commission the system. Meta has received approval from the State Water Board and is working with West Bay Sanitary District to obtain approval to discharge effluent to its system.</p>
9.2.7B	Facebook agrees to contribute \$25,000 in seed funding to the City to conduct feasibility studies for a Bayfront Area-wide recycled water system.	Within sixty days of the occupancy of Building 21.	Completed	Payment made on 3/27/19.

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1. This requirement was originally described as ongoing since it applied to three buildings. But because each building is a discrete construction event, these items have been classified as one-time actions for the purpose of this evaluation.

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ATTACHMENT R WEST CAMPUS EXPANSION DEVELOPMENT AGREEMENT ONGOING ACTIVITIES 2021, 2022, and 2023 Annual Review Periods				
DA Term	Task/Requirement/Action*	Timeline	Status	Notes
6.1	<u>Recurring Public Benefit Payment.</u> Within sixty days of the later of: (a) City sign off on final building permits allowing occupancy of Building 21 by Facebook or (b) Facebook’s receipt of City’s request for payment, Facebook will commence making an annual payment of \$300,000 per year to the City.	Payments are due on July 1 beginning after building occupancy is approved and continue for 20 years.	Completed	Annual payments made for 2021-2023 review periods.
6.2	<u>Interim In-Lieu Sales Tax Payment.</u> Within sixty days of the later of: (a) City sign off on final building permits allowing occupancy of Building 21 by Facebook or (b) Facebook’s receipt of City’s request for payment, Facebook will commence making an annual payment of \$336,000 per year to the City. Facebook shall continue to make annual Interim In-Lieu Sales Tax Payment until the Guarantee Commencement Date, defined in Section 6.3.1.	Payments are due on July 1 beginning after building occupancy is approved For Building 21 and until the Guarantee Commencement Date years	Completed	Converted to Revenue Benchmark Guarantee in July 2021 with the Guarantee Commencement Date. No longer applicable.
6.3	<u>Hotel Revenue Benchmark Guarantee Payments.</u> Beginning on the Guarantee Commencement Date and throughout the Guarantee Payment Period, Facebook shall guarantee TOT and sales tax payments to the City in the amount of the Revenue Benchmark (\$1.25 million) and shall pay to the City the Guarantee Payments to the extent required under, and on the terms and conditions contained in, this Section 6.3. Facebook shall receive a credit against the Revenue Benchmark for Hotel Revenue received by the City during the Guarantee Payment Period, as defined in Section 6.3.1. (The negative difference, if any, between the Revenue Benchmark and the Hotel Revenue is the “TOT Guarantee Payment.”)	Payment due on July 1 following the second full fiscal year from Guarantee Commencement Date and shall continue for 39 years.	Completed	The Guarantee Commencement Date is 9/20/2018. First payment (if applicable) due beginning 7/1/2021 for the 2021-2022 fiscal year (second full fiscal year after permit issuance). Payment was made for 2021 (FY 21-22) and 2022 (FY 22-23) annual review periods. Payment for 2023 annual review period (FY 23-24) anticipated in fall 2024 after close of FY to account for

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				sales and transient occupancy tax reporting. Payment, if applicable, will be the delta between the Revenue Benchmark and total sales and transient occupancy taxes paid.
6.3.7	<u>Transient Occupancy Tax.</u> Applicable tax rate for the hotel shall be set one basis point higher than the applicable TOT rate for the City.	Concurrent with the commencement of operations for the hotel	Conditional/ Not Applicable	City determined that a ballot measure would be required to increase the TOT rate for the hotel above the adopted TOT rate. Not applicable during 2021-2023 review period.
6.4.1	<u>Property Tax Guaranty.</u> Facebook agrees to provide an independent property tax guaranty with respect to Building 21 such that the value of the Property, improvements only, following completion of the Project will be at least \$325,000,000. ¹	Payment due the first tax fiscal year following the initial reassessment of the property and shall continue for 39 years.	Completed	Building 21 assessed at \$678,000,000.
6.4.2	<u>Property Tax Guaranty.</u> Facebook agrees to provide an independent property tax guaranty with respect to Building 22 such that the value of the Property, improvements only, following completion of the Project will be at least \$305,000,000. ¹	Payment due the first tax fiscal year following the initial reassessment of the property and shall continue for 39 years.	Completed	Building 22 assessed at \$550,000,000.
6.4.3	<u>Property Tax Guaranty.</u> Facebook agrees to provide an independent property tax guaranty with respect to Hotel such that the value of the Property, improvements only, following completion of the Project will be at least \$70,000,000. ¹	Payment due the first tax fiscal year following the initial reassessment of the property and shall continue for 39 years.	Conditional	The hotel has been constructed and received temporary certificate of occupancy; however, the site improvements have not been reassessed.
6.5	<u>Utility User's Tax Cap.</u> Facebook agrees to pay the City all Utility User's Taxes for the Property, including Building 20.	January 1, 2017 (earlier for January 1 or July 1 following the Effective Date.	Completed	The Utility User's Tax was previously paid. The City no longer collects utility user's tax and this obligation is not applicable currently.
8.1.4	<u>Workforce Housing Fund Pilot Program.</u> Facebook agrees to commit up to \$430,000 per year for five years (up to a total of \$2,150,000) for the program, which	Within one year of satisfaction of the Conditions Precedent.	Completed	Meta met this obligation during the fifth and final year (2021 annual review). As part of the

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	represents an average subsidy of \$1,628 per unit per month.			Willow Village DA, Meta agreed to continue this subsidy through 2023. See compliance documentation in the Willow Village DA.
9.1.1	<u>Belle Haven Community Pool Maintenance and Operations.</u> Facebook shall contribute an initial \$60,000 to the City to be applied exclusively for operating and maintenance costs for the community pool at the Onetta Harris Community Center, and shall make an additional contribution of \$60,000 on July 1 of each of the following four calendar years to the City for the same purpose.	Within one year of satisfaction of the Conditions Precedent.	Completed	Yearly commitment of \$60,000. 2021 payment (final payment) made in July 2021.
9.1.2	<u>Local Scholarship Program.</u> Facebook shall establish, or shall partner with an appropriate organization to establish, an educational scholarship program to provide financial assistance for young residents of the City and East Palo Alto for ten years, and shall contribute \$100,000 per year for ten years in scholarship funds.	Within one year of satisfaction of the Conditions Precedent.	Completed	Fifth, sixth, and seventh annual payments made in 2021, 2022, and 2023.
9.1.3	<u>Local Community Fund.</u> Facebook shall contribute an additional \$100,000 to the Local Community Fund (“LCF”) previously established and funded by Facebook, and shall continue to contribute \$100,000 per year to the LCF for a total period of ten years. After the ten (10) year period is complete, Facebook will consider whether to provide additional funding for the LCF.	Within one year of satisfaction of the Conditions Precedent.	Completed	Fifth, sixth, and seventh funding payments made in 2021, 2022, and 2023. Programs funded address food insecurity, mental health, homeless services, distance learning resources (to help during Covid-19) In 2021, Meta states that funding increased to \$210k with grants to 20+ nonprofits In 2022, Meta increased funding to \$105k and supported 24 nonprofits

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				In 2023, funding returned to the minimum required \$100k and supported 28 nonprofits
9.1.5	<p><u>Public Open Space; Multi-Use Bridge Facility; Public Access.</u> Facebook shall construct, operate, and maintain a new two-acre publicly accessible open space and safe multi-use pedestrian/bicyclist bridge across the Bayfront Expressway as shown on the approved plans and in the Project Approvals for public use as provided for in the CDP.</p> <p>Construct, operate and maintain the multi-use pedestrian/ bicyclist bridge. At the end of the useful life of the multi-use pedestrian/bicyclist bridge, Facebook shall have the right to demolish the bridge improvements and shall have no obligation to replace or reconstruct the improvements.</p> <p>Construct, operate and maintain the two-acre publicly accessible open space Facebook. The public access right to the open space will be a right to pass by permission and Facebook will have the right to implement reasonable rules and regulations governing such access.</p>	<p>Following the issuance of building permits for Building 21.</p> <p>Following the issuance of building permits for Building 22</p>	Completed	Construction of the publicly accessible open space and bridge were completed and open to the public in early 2022.
9.1.6	<p><u>City Services.</u> Within one year of satisfaction of the Conditions Precedent, Facebook shall contribute \$11,250,000 to the City’s general fund to be spent in the sole discretion of the City on services that benefit the community. [Modification to the original Development Agreement.]</p>	Payment shall be required on July 1 of each fiscal year beginning in 2018	Completed	Fourth and fifth payments made in 2021 and 2022. Obligation is complete and not applicable in 2023 annual review period.
9.2.2	Facebook will cooperate with Don Edwards Refuge team and nonprofits on habitat protection and restoration adjacent to the Project Site.	Ongoing	In Progress	Meta designated Solon Stewart-Rose as main point of contact with the refuge team and other non-governmental organizations.

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9.2.3	Facebook will educate employees and visitors about species next to the Property	Ongoing	In Progress	Bicycle and pedestrian bridge included interpretative signage. Interpretative signage also included in the publicly accessible open space (Meta Park).
9.2.4	Facebook will engage in wildlife-friendly behavior	Ongoing	Completed	Meta continues to collaborate with wildlife biologists at HT Harvey & Associates and the SF Bay NW Refuge, and to implement wildlife-friendly behavior.

1.

It is expected that the site will be merged and that the merged site will be assessed as a single tax parcel. When this occurs it will be necessary for the parties to agree upon a methodology for determining the assessed value of Building 21, Building 22 and the Hotel (as applicable). As Building 21, Building 22, and the Hotel are completed, the parties shall confer in good faith and attempt to develop a means for equitably determining the assessed value of those improvements.

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ATTACHMENT S WILLOW VILLAGE DEVELOPMENT AGREEMENT ONE TIME ACTIONS OR IMPROVEMENTS 2023 Annual Review				
DA Term	Task/Requirement/Action*	Timeline	Status	Notes
5.1.A	<u>Elevated Park.</u> 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. Developer shall construct overcrossing from Main Project Site to Hamilton Avenue Parcel North over Willow Road if obtain all necessary other agency approvals.	<p>Begin construction with or after completion of demolition, grading, and infrastructure for the area of construction and complete as part of first vertical improvements to be constructed.</p> <p>If Developer unable to obtain all necessary other agency approvals for the portion of the Elevated Park across Willow Road, the Developer shall pay the City \$20,738,062 in lieu of constructing the Elevated Park.</p>	Conditional	
5.1.B	<u>Grocery Store.</u> Construct a full-service grocery store, which will be located on Parcel 2, 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.	Receive temporary occupancy or final certificate of occupancy for Grocery Store tenant improvements prior to any temporary certificate of occupancy for sixth office building. Receive final occupancy for Grocery Store tenant improvements prior to	Conditional	

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**ATTACHMENT S
WILLOW VILLAGE DEVELOPMENT AGREEMENT
ONE TIME ACTIONS OR IMPROVEMENTS
2023 Annual Review**

DA Term	Task/Requirement/Action*	Timeline	Status	Notes
		final occupancy for sixth office building or no later than 120 days from issuance of temporary occupancy for the Grocery Store tenant improvements.		
5.1.D	<u>Affordable Housing Contribution.</u> Provide \$6,000,000 in funding for affordable housing in the City, with priority for Belle Haven residents.	Initial payment of \$3 million upon issuance of first building permit for vertical construction. Second payment of \$3 million on the first anniversary of such permit issuance.	Conditional	
5.1.E	<u>Air Quality and Noise Monitoring Equipment Funding.</u> Provide one time funding in the amount of \$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.	Prior to issuance of the first demolition permit.	Conditional	
5.1.F	<u>Willow Road Feasibility Study Funding.</u> One-time payment of \$100,000 to City to support feasibility studies to be undertaken by City related to Willow Road ownership.	Prior to issuance of first building permit for vertical construction.	Conditional	

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**ATTACHMENT S
WILLOW VILLAGE DEVELOPMENT AGREEMENT
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DA Term	Task/Requirement/Action*	Timeline	Status	Notes
5.1.J	<u>Bank.</u> Construct a bank or credit union branch that includes retail service as well as one or more Automatic Teller Machines.	Complete construction and secure final occupancy within 12 months of final occupancy for RS3 or no later than 13 months after issuance of temporary occupancy for RS3. Building RS3 is located within Parcel 3 and will include residential and retail/entertainment uses.	Conditional	

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DA Term	Task/Requirement/Action*	Timeline	Status	Notes
5.1.K	<u>Dining Venues.</u> Construct 18,000 square feet of building space for Eating Establishments and Drinking Establishments, constructed in two phases (9,000 square feet each).	<p>First phase: Receive final occupancy within 9 months after final occupancy for RS3, but no later than 13 months after temporary occupancy for RS3.</p> <p>Second phase: Receive final occupancy within 18 months after final occupancy for RS3, but no later than 22 months after temporary occupancy for RS3.</p> <p>Dining Venues shall consist of a range of dining options, from fast casual to sit-down restaurants, to serve residents and local employees.</p>	Conditional	

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DA Term	Task/Requirement/Action*	Timeline	Status	Notes
5.1.L	<u>Community Entertainment.</u> 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, within two phases of 12,500 square feet each.	<p>First phase: Receive final occupancy within 18 months of final occupancy for RS3 but no later than 22 months from temporary occupancy for RS3.</p> <p>Second phase: Receive final occupancy within 24 months of final occupancy for RS3 but no later than 28 months from temporary occupancy for RS3.</p> <p>Gambling shall not be a permissible use.</p>	Conditional	
5.1.M	<u>Pharmacy.</u> Construct a space for pharmacy services to fill prescriptions and offer convenience goods	<p>Dependent upon location and outlined in detail in Exhibit F, but tied to construction milestone based on site/building.</p> <p>Exhibit F of the development agreement identifies four potential locations for the pharmacy services.</p>	Conditional	

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DA Term	Task/Requirement/Action*	Timeline	Status	Notes
5.1.N	<u>Town Square</u> . Construct town square open space that will include areas for community gatherings, festivals, and farmers markets.	<p>First phase: complete within 12 months of completion of the garage structure to be located below the town square.</p> <p>Phase 2: begin construction within 6 months of final occupancy for the hotel and complete within 18 months of final occupancy of hotel.</p>	Conditional	
5.1.O	<u>Excess Publicly Accessible Open Space</u> . 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	<p>Construct concurrent with completion of Elevated Park</p> <p>Excess Publicly Accessible Open Space may be constructed within the areas of the Community Park and/or the Dog Park and/or Parcel 3</p>	Conditional	
5.7	<u>BMR Housing True Up Payment</u> . If construction stops for a period of three years and the number of BMR units constructed is less than the proportionate required BMR units of the completed market-rate units, Developer shall pay a true up payment and the City shall hold for a period of three years before dispersing.	Only if specific criteria are met and construction stops for a period of three years	Conditional	

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DA Term	Task/Requirement/Action*	Timeline	Status	Notes
5.8	<u>Hamilton Avenue Realignment</u> . Make good faith effort obtain all approvals for the realignment of Hamilton Avenue.	Prior to issuance of improvement plans	In Progress	City staff are reviewing entitlements for Chevron Station reconstruction at 1399 Willow Road to accommodate realignment; The applicant submitted the parcel map for the Hamilton Avenue realignment in January 2024 and the Final Map for the main project site in July 2023. The on-site improvement plans were submitted for review in February 2023.
10.3	<u>PILOT</u> . Developer and City shall enter into a Payment In Lieu of Taxes Agreement (PILOT Agreement) to ensure that if the property is transferred to an entity exempt from taxes that the City is provided the amount of anticipated taxes.	Prior to issuance of first building permit or transfer of portion of property.	Conditional	

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ATTACHMENT T WILLOW VILLAGE DEVELOPMENT AGREEMENT ONGOING ACTIVITIES 2023 Annual Review				
DA Term	Task/Requirement/Action*	Timeline	Status	Notes
5.1.C	<u>Grocery Store Rent Subsidy.</u> Provide a subsidy for two (2) years of rent in the amount of \$1,972,630; 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 \$1,000,000 in years three to five.	Commences upon occupancy of the space by Grocery Store tenant and runs for two (2) to five (5) years. The Grocery Store Performance Standard is sales of \$14 per square foot, including pharmacy sales.	Conditional	
5.1.G	<u>Job Training Funding and Community Hub.</u> Provide funding to specified entities in the aggregate total amount of \$8,304,907 from February 2022 through December 2024: a) Year-up and Hub from February 2022- December 2024. b) Job Train from January 2022- December 2023. c) 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.	February 2022 – December 2024	Completed	Payments made and expenses/costs were incurred in 2022 and 2023 for Year-up, Community Hub, and JobTrain in an amount of \$9,856,468, which exceeds the minimum obligation. Meta will continue obligation in 2024, which will complete its obligation.

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DA Term	Task/Requirement/Action*	Timeline	Status	Notes
5.1.H	<u>Teacher Housing Rent Subsidies</u> . Provide subsidized rent in the amount of \$1,745,319 for twenty-two (22) teachers currently living at 777 Hamilton Apartments in Belle Haven from February 2022 through March 2024	February 2022 - March 2024	Completed	Continuation of Meta's existing Workforce Housing Fund Pilot Program. Meta continued the teacher housing program in 2022 and 2023. Meta indicates that it continued the program through March 2024, which will be reported again in the 2024 annual review.
5.1.I	<u>Bayfront Shuttle</u> . Provide a shuttle service for a period of seventeen (17) years to transport Bayfront residents to and from the Main Project Site. Shuttle shall use one hundred percent (100%) electric vehicles if feasible.	Shuttle operation shall begin at the earlier of the opening of the Grocery Store or the completion of the Elevated Park.	Conditional	
5.2	<u>Leasing of Space for Bonus Development Community Amenities</u> . 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 report to the City its efforts upon issuance of first permit for vertical construction and annually thereafter.	Conditional	
5.3.A	<u>Ongoing Job Training</u> . Developer shall cause Meta to, for a period of five (5) years from and after the Effective Date to:	If developer commences construction of the project.	Completed	Meta also met this obligation by complying with the requirements of the Campus Expansion DA.

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DA Term	Task/Requirement/Action*	Timeline	Status	Notes
	<ol style="list-style-type: none"> 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. 			<p><u>Ongoing Job Training.</u></p> <p>Class implemented in 2023. In coordination with Meta, Year Up worked with SAMCEDA and San Mateo County Chamber to place participants.</p> <p><u>Quarterly Series Of Career Development Workshops (Meta Access Program)</u></p> <p>Meta exceeded four workshops per year with the quarterly workshops below:</p> <ol style="list-style-type: none"> 1. Resume Building 2. Building Your LinkedIn Profile 3. Resume Building 4. Building You LinkedIn Profile 5. Networking & Building Personal Brand 6. Networking & Building Personal Brand <p><u>Hold five (5) annual job fairs for residents of City and City of East Palo Alto.</u></p>

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DA Term	Task/Requirement/Action*	Timeline	Status	Notes
				<p>Meta was under a hiring freeze in 2023 but still proactively collaborated with CitizenM, a hotel located on its site, to hold a local job fair in coordination with JobTrain on September 17, 2023 to fulfill the obligation.</p> <p><u>Promote local volunteer opportunities to its employees;</u></p> <p>Meta (Developer) promoted six events with employee participation totaling more than 100 Meta volunteers.</p> <p><u>Host A Local Community Organization Fair.</u></p> <p>Meta Hosted A Virtual Volunteer Fair December 12-15, 2023.</p>
5.3.B	<u>Career Experience Program.</u> 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	For five years beginning on the Effective Date	Completed	The Career Experience program currently in progress and this obligation is also reported on through the

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	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.	Effective Date: January 13, 2023		Campus Expansion DA through the Internship Program requirement (Item 13.1). Application phase completed in spring 2023 and Program commenced in June 2023 and completed in July 2023.
5.3.C	<u>Dumbarton Rail</u> . Provide stakeholder support for a rail transit project along the Dumbarton rail bridge, which would connect the Caltrain corridor at Redwood City to the East Bay	Beginning on the Effective Date (for duration of DA)	In Progress	No reportable action for 2023.
5.3.D	<u>Dumbarton Forward</u> . Provide stakeholder support 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	Beginning on the Effective Date (for duration of DA)	In Progress	No reportable action for 2023.
5.3.E	<u>Bus Access</u> . Coordinate with City to ensure that publicly operated buses have access to the Main Project Site (e.g., Menlo Park Midday, 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.	Concurrent with submittal of improvement plans	In Progress	Applicant submitted improvements plans and staff currently reviewing.
5.3.F	<u>Community Use of Publicly Accessible Open Space</u> . Provide public access in compliance with the Willow Village Open Space Rules.	Prior to first certificate of occupancy	Conditional	

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5.3.G	<u>Gap Payment.</u> Annual payment of Three Hundred Eighty-Nine Thousand Dollars (\$389,000), plus a CPI Adjustment each year until the Gap Payment Termination Date or Hotel is constructed.	One month from certificate of occupancy of third office building if hotel building permit has not been issued; and one year from anniversary of certificate of occupancy for third office building if building permit for hotel was issued by third office building occupancy.	Conditional	
5.3.I	<u>Community Use of MCS.</u> 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	Beginning at occupancy of MCS building. Subject to security protocols of developer/operator and scheduling needs of operator/developer.	Conditional	
5.3.J	<u>Generators.</u> Use environmentally cleaner generators than diesel if available at time of purchase that can meet electrical load requirements without redesign and if capital cost is not more than 5% of a diesel generator and annual cost will not be more than 5%.	Prior to purchase of diesel generators	Conditional	
5.3.K	<u>Reduction of Daily Office Trips.</u> Meet and confer with the City on potential incentives that could be provided to the Developer (from the City) if Developer could reduce daily office trips by additional 10-15% below trip cap.	Prior to issuance of first building permit	Conditional	

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DA Term	Task/Requirement/Action*	Timeline	Status	Notes
5.6	<u>Sales Tax Point of Sale Designation.</u> Use commercially reasonable efforts to book purchases of initial construction materials in such a way that Menlo Park receives sales and use taxes directly instead of via the county-wide pool.	Prior to issuance of first building permit. Ongoing during initial construction phases.	Conditional	

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