



## REGULAR MEETING AGENDA

**Date:** 5/24/2022  
**Time:** 6:00 p.m.  
**Location:** [Zoom.us/join](https://zoom.us/join) – ID# 831 3316 9409

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

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

#### How to participate in the meeting

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

\*Written public comments are accepted up to 1-hour before the meeting start time.

- Watch meeting:
  - Cable television subscriber in Menlo Park, East Palo Alto, Atherton, and Palo Alto:  
Channel 26

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

Subject to Change: Given the current public health emergency and the rapidly evolving federal, state, county and local orders, the format of this meeting may be altered or the meeting may be canceled. You may check on the status of the meeting by visiting the City's website [www.menlopark.org](http://www.menlopark.org). The instructions for logging on to the webinar and/or the access code is subject to change. If you have difficulty accessing the webinar, please check the latest online edition of the posted agenda for updated information ([menlopark.org/agenda](http://menlopark.org/agenda)).

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

**Regular Session ([Zoom.us/join](https://zoom.us/join) – ID# 831 3316 9409)**

**A. Call To Order**

**B. Roll Call**

**C. Agenda Review**

**D. Presentations and Proclamations**

- D1. Proclamation: Recognizing Public Works Week ([Attachment](#))

**E. Public Comment**

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

**F. Study Session**

- F1. Review and consider applicant’s community amenities proposal for the Willow Village master plan project ([Staff Report #22-093-CC](#))

**G. Consent Calendar**

- G1. Accept the City Council meeting minutes for April 19 and May 10, 2022 ([Attachment](#))
- G2. Adopt a resolution to continue conducting the City’s Council and advisory body meetings remotely due to health and safety concerns for the public and to authorize the use of hybrid meetings ([Staff Report #22-103-CC](#))
- G3. Adopt a resolution amending City Council Policy CC-22-004 Commissions/Committees Policies and Procedures, Roles and Responsibilities to update the Complete Streets Commission membership ([Staff Report #22-094-CC](#))
- G4. Authorize the city manager to enter into an agreement with EOA, Inc. to perform business inspections per the City’s stormwater municipal regional permit ([Staff Report #22-096-CC](#))
- G5. Adopt a resolution of preliminary approval of the engineer’s report for the Menlo Park Landscaping Assessment District and adopt a resolution of intention to order the levy and collection of assessments for the Landscaping Assessment District for fiscal year 2022-23 ([Staff Report #22-098-CC](#))
- G6. Adopt a resolution approving the list of projects eligible for fiscal year 2022-23 funds from Senate Bill 1: The Road Repair and Accountability Act of 2017 ([Staff Report #22-096-CC](#))
- G7. Adopt a resolution determining that the final map and public improvement agreement for the Menlo Uptown project located at 180-186 Constitution Drive and 141 Jefferson Drive conform to Menlo

Park Municipal Code 15.24 and the Subdivision Map Act; approve said final map and public improvement agreement; authorize the city clerk to sign the final map; authorize the city manager to sign the public improvement agreement; and accept dedication of public access easements for site access purposes and an emergency vehicle access easement for fire access purposes ([Staff Report #22-100-CC](#))

- G8. Adopt a resolution authorizing staff to submit an application to the San Mateo County Transportation Authority for Measure A Alternative Congestion Relief and Measure W Transportation Demand Management Program Funding ([Staff Report #22-102-CC](#))

## H. Regular Business

- H1. Adopt a resolution to ratify a successor agreement between the City of Menlo Park and Menlo Park Police Sergeants' Association expiring June 30, 2025 ([Staff Report #22-092-CC](#)) ([Presentation](#))
- H2. Adopt a resolution approving a Water Conservation Plan pursuant to Menlo Park Municipal Code Chapter 7.35 imposing Stage 2 Drought Measures of the City's 2020 Water Shortage Contingency Plan and the State Water Resources Control Board's proposed emergency regulations regarding turf irrigation ([Staff Report #22-097-CC](#))
- H3. Direction on drafting an ordinance preserving park land ([Staff Report #22-107-CC](#))

## I. Informational Items

- I1. City Council agenda topics: May 31, 2022 – June 2022 ([Staff Report #22-105-CC](#))
- I2. General Obligation Bonds – cost of issuance ([Staff Report #22-095-CC](#))
- I3. Menlo Park Community Campus operational planning updates: Subcommittee report; updated operational plan milestones; draft program survey ([Staff Report #22-101-CC](#))
- I4. Bayfront area pedestrian circulation plan update ([Staff Report #22-104-CC](#))
- I5. Police department quarterly update – Q2 September 2021 – December 2021 and Q3 January 2022 – March 2022 ([Staff Report #22-106-CC](#))

## J. City Manager's Report

## K. City Councilmember Reports

## L. Adjournment

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

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

If you challenge any of the items listed on this agenda in court, you may be limited to raising only those issues you or

someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Menlo Park at, or prior to, the public hearing.

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

Agendas are posted in accordance with Government Code Section 54954.2(a) or Section 54956. Members of the public can view electronic agendas and staff reports by accessing the City website at [menlopark.org/agenda](http://menlopark.org/agenda) and can receive email notification of agenda and staff report postings by subscribing to the "Notify Me" service at [menlopark.org/notifyme](http://menlopark.org/notifyme). Agendas and staff reports may also be obtained by contacting City Clerk at 650-330-6620. (Posted: 05/19/2022)



## NATIONAL PUBLIC WORKS WEEK

**WHEREAS**, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the City of Menlo Park; and,

**WHEREAS**, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

**WHEREAS**, it is in the public interest for the citizens, civic leaders and children in the City of Menlo Park to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

**WHEREAS**, the year 2022 marks the 62nd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.

**NOW THEREFORE, BE IT PROCLAIMED** I, Betsy Nash, Mayor of the City of Menlo Park, on behalf of the City Council, do hereby designate the week May 15 - 21, 2022 as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

DocuSigned by:

*Betsy Nash*

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Betsy Nash, Mayor  
May 24, 2022



**STAFF REPORT**

**City Council Meeting Date:** 5/24/2022  
**Staff Report Number:** 22-093-CC

**Study Session:** Review and consider applicant's community amenities proposal for the Willow Village master plan project

**Recommendation**

Staff recommends that the City Council review the applicant's community amenities proposal (Attachment A) which sets forth the proposed community amenities to be provided in exchange for bonus level development for the proposed Willow Village master plan project pursuant to Menlo Park Municipal Code Chapters (MPPC) 16.43.060 and 16.45.070 and General Plan Policy LU-4.4 and Program LU-4.C. The City Council should use this study session to ask clarifying questions and evaluate the applicant's proposed community amenities including:

1. whether the proposed amenities satisfy the criteria and need for community amenities pursuant to MPMC 16.43.060 and 16.45.070, General Plan Policy LU-4.4 and Program LU-4.C, and City policies and priorities;
2. whether the applicant and/or City have adequately valued the proposed community amenities pursuant to MPMC 16.43.060 and 16.45.070; and
3. whether the proposed amenities are consistent with the current City Council-adopted community amenities list (Attachment B.)

No action is needed by the City Council as part of this study session, and feedback on the proposed amenities is considered preliminary to help the applicant and staff continue to evaluate the proposed project and bring forward a compliant community amenities package for future consideration by the City Council.

**Policy Issues**

The City Council's review and feedback on the appropriateness of the applicant's proposed community amenities will inform staff and the applicant's continued work on the proposed project, including but not limited to the development agreement (DA) negotiation and preparation, the conditional development permit (CDP), and the ongoing environmental review. The Planning Commission and the City Council will ultimately be required to consider the merits of the proposed project, including its consistency with the City's General Plan and Zoning Ordinance, along with the municipal code, and other adopted policies and programs of the city such as the below market rate (BMR) housing program and the provision of community amenities in exchange for bonus level development, which this study session is intended to inform. The proposed project would also require the Planning Commission and City Council to determine the appropriateness of Circulation Element and Zoning Map amendments to modify the on-site circulation network. Pursuant to the California Environmental Quality Act (CEQA), the proposed project requires an environmental impact report (EIR), which was released for public review and comment April 8, 2022. The comment period ends May 23, 2022. The City Council will be the final decision-making body on the certification of the EIR, General Plan amendment, rezoning, CDP, major subdivision (including the

realignment of Hamilton Avenue), and DA. The Planning Commission will be the final decision making body on the architectural control permits for each of the 21 individual buildings within the main project site.

## **Background**

### Community amenities overview

#### *ConnectMenlo general plan update*

As a part of the approval of the ConnectMenlo general plan update, the City approved the following new zoning districts: Office (O), Life Sciences (LS) and Residential Mixed-use (R-MU.) Regulations for bonus level development and community amenities were established in these zoning districts. In exchange for bonus level development (increased floor area ratio, density (dwelling units per acre) and/or height), an applicant is required to contribute to community amenities in the area between Highway 101 and the San Francisco Bay. The community amenities were identified and prioritized through public outreach and input, but the ordinance allows the adopted community amenities list to be updated to reflect evolving community needs and priorities.

The method for determining the required value of the community amenities begins with an appraisal. The applicant provides, at their expense, an appraisal performed by a licensed appraisal firm consistent with the City's appraisal instructions. The Zoning Ordinance requires the form and content of the appraisal to be approved by the community development director. To provide the community development director with sufficient information to determine if the form and content is adequate, the city commissions a peer review or peer appraisal at the applicant's cost. Once the community development director approves the appraisal based on the peer review or peer appraisal identifying the required community amenity value, the applicant will then provide the City with a proposal identifying the proposed community amenity and providing an explanation of the amenity value. More details on the appraisal process can be found in the City's Appraisal Instructions (Attachment C.)

The required community amenity value is 50 percent of the increase in value of the bonus level development above the base level of the Zoning Ordinance.

Following determination of community amenities value, the applicant submits an initial community amenities proposal and associated valuation that add up to the minimum required value for City review. When an applicant is proposing physical amenities on or off-site, the City typically obtains a consultant to evaluate the value of the amenities proposal. This is typically based on the cost to the applicant to deliver the amenities. For physical amenities, the cost is based on an incremental cost approach (when contained within a larger building/site.) The City also evaluates additional costs incurred by the applicant to deliver the proposed amenities (e.g., rent subsidies and operations and maintenance.)

The preferred approach to implementation of community amenities, at the time of adoption, was the establishment of an amenities list and process versus a case-by-case review, to provide greater consistency and predictability. The payment of a fee was also identified as a potential means to comply with the community amenities requirement, although there was a desire to see immediate tangible results delivered by applicants. Therefore, the construction of the amenity was preferable to the payment of a fee, as noted in the applicable community amenities sections in the Zoning Ordinance.

On April 20, 2021, the City Council conducted a study session on community amenities for the Bayfront Area. The City Council subcommittee presented its recommendations, including:

1. adopt a revised community amenities list,
2. adopt an in-lieu fee,

3. adopt a “gatekeeper” application process, and
4. establish a community amenities working group.

The City Council provided direction to staff to amend the Zoning Ordinance to establish the in-lieu fee and to allow for negotiated community amenities not identified on the community amenities list through a DA. The City Council adopted the ordinance establishing an in-lie fee at its meeting June 22, 2021. Work on a potential updated community amenity list (Item 1) and the development of a gatekeeper (or screening) process for community amenities (Item 3) is ongoing. However, this study session is intended to provide a comparable community amenities screening process for the proposed project while staff works on developing the formal screening process.

#### *Willow Village City Council subcommittee*

The City Council’s subcommittee for the proposed Willow Village project consists of Mayor Nash and City Councilmember Taylor. The subcommittee has been reviewing the proposed community amenities and meeting with staff and the applicant to discuss the proposal. The subcommittee will continue to work with staff on the DA and community amenities proposal throughout the duration of the entitlement review for the proposed project.

#### Project site location

The project includes a main project site, the realignment of Hamilton Avenue and the associated parcels on the north and south sides of Hamilton Avenue, and the tunnel access on the Meta (formerly Facebook) West Campus adjacent to Building 20 along Willow Road. Each component is discussed below for reference. The main project site is zoned O-B and R-MU-B, allowing for bonus level development on the main project site. The Hamilton Avenue Parcels are zoned C-2-S (Neighborhood Commercial District, Special.) Attachment D identifies the project site location.

#### *Main project site*

The approximately 59-acre main project site is generally located along Willow Road between Hamilton Avenue and Ivy Drive, previously referred to as the ProLogis Menlo Science and Technology Park. The project site currently contains 20 buildings with approximately 1 million square feet of gross floor area. Meta Building 20 is located to the northwest and multifamily and neighborhood commercial uses are to the west, across Willow Road. The main project site is generally bordered by the San Francisco Public Utilities Commission (SFPUC) Hetch Hetchy right of way and Mid-Peninsula High School to the south, the Dumbarton Corridor to the north, and properties within the Menlo Park Labs (formerly Menlo Business Park) to the east.

#### *Hamilton Avenue parcels*

The proposed project includes the realignment of Hamilton Avenue west of Willow Road, and the environmental review for the proposed project studies potential redevelopment of the Chevron station on the parcel to the south of Hamilton Avenue (referred to as Hamilton Avenue Parcel South) and the potential expansion of retail uses on the parcels north of Hamilton Avenue (referred to as Hamilton Avenue Parcel North.) Hamilton Avenue Parcel North is bounded by Willow Road to the east, Hamilton Avenue to the south, and the Dumbarton Rail Corridor to the north. Multifamily dwelling units at the 777 Hamilton Avenue property are located to the west. Hamilton Avenue Parcel South is bounded by Hamilton Avenue to the north, Willow Road to the east, and Carlton Avenue to the west. To the south of the site is a 140-unit multifamily BMR residential project that is currently under construction.

#### *Willow Road undercrossing and overcrossing*

The main project site would be connected to the Meta West Campus by an undercrossing and an elevated

parkway would connect the main project site with the Hamilton Avenue parcel north. Both the undercrossing and elevated park would include public access for pedestrians and bicyclists.

Proposed project

The applicant, Signature Development Group (SDG) on behalf of Peninsula Innovation Partners, Inc., is proposing to redevelop the project site through the masterplan process, as provided for in the Zoning Ordinance, by utilizing a CDP and entering into a DA, to secure vested rights, with the City. These provisions allow a project to aggregate development potential across the entire site, including square footage, open space requirements, parking, etc. As stated in the site location, the proposed project includes a main project site and off-site components along Hamilton Avenue. The summary below is intended to provide an overview of the proposed project for the City Council.

*Main project site*

The proposed project would redevelop the main project site with a town square district, a residential/shopping district, and a campus district. The campus district is intended to be occupied by Meta. The proposed site plan is included in Attachment E and a hyperlink to the project plans is included in Attachment F. The proposed project would result in a total of approximately 1.8 million square feet of nonresidential uses (office and commercial/retail) at the main project site. In addition, the proposed project would include multifamily housing units, a hotel, publicly accessible open space (i.e., elevated linear park, town square, dog park and 3.5 acre publicly accessible park.) The proposed hotel would include 193 rooms and be approximately 172,000 square feet in size. The following table summarizes proposed development at the project site.

Table 1: Main project site project data		
	Proposed project (CDP standards)	Zoning Ordinance bonus level standards (maximums)*
Residential dwelling units	1,730 units**	1,730 units
Residential square footage	1,695,975 s.f.	1,695,975 s.f.
Residential floor area ratio	225%	225%
Commercial Retail square footage	200,000 s.f.	396,578 s.f.
Commercial Retail floor area ratio	12.6%	25%
Office square footage	1,600,000 s.f.*	1,774,755 s.f.
Office floor area ratio	113%	125%

\*up to 1.25 million square feet of office space, with the balance [e.g., space for accessory uses, including meeting and collaboration space totaling 350,000 square feet if the office square footage is maximized] in multiple buildings; the total square feet includes the 25% non-residential FAR permitted in the R-MU portion of the project site.

\*\*The total units would include a minimum of 15 percent of the residential units as BMR units to satisfy the City's inclusionary requirements. The current BMR proposal also incorporates additional BMR units to comply with the commercial development requirement.

The proposed project would also include a minimum of approximately 19.6 acres of open space, including a minimum of approximately 8.2 acres of publicly accessible open space, both of which exceed the minimum required acreage set by the Zoning Ordinance. The proposed building heights would range from

approximately 15 feet to approximately 117 feet for the glass dome enclosing the meeting and collaboration space. The proposed project includes modification requests for various design standards enumerated by the Zoning Ordinance and an increase in height above the maximum height for the mixed-use building identified as Residential Parcel 3. The proposed project would comply with the height (average) for all buildings within each respective zoning district.

*Hamilton Avenue Parcels and Willow Road grade separated crossings*

The proposed project includes off-site improvements (e.g., the realignment of Hamilton Avenue and the Willow Road undercrossing and elevated park.) The realignment of Hamilton Avenue would result in the demolition and potential reconstruction of the existing Chevron station (Hamilton Avenue Parcel South) and the potential future expansion of retail uses at the existing Belle Haven neighborhood shopping center (Hamilton Avenue Parcel North.)

The realignment of Hamilton Avenue and resulting demolition of the Chevron station are components of the proposed project. However, the potential improvements on Hamilton Avenue Parcels North and South that could occur as a result of the realignment of Hamilton Avenue would be enabled through separate permitting processes.

The table below summarizes the potential development on the two Hamilton Avenue Parcels and the maximum permitted by the underlying zoning district (C-2-S district.) The potential future projects on each parcel are listed below and studied for environmental clearance in the project EIR; however, subsequent permitting would be required for each parcel individually, including use permits and architectural control permits. Specific designs for developments on each parcel have not been submitted at this time.

Table 2: Hamilton Avenue parcels north and south project data		
Project site	Potential future projects	Zoning Ordinance maximums*
Hamilton Avenue Parcel North	22,400 s.f.	48,134 s.f./(FAR 0.5)
Hamilton Avenue Parcel South	5,700 s.f.	21,126 s.f./(FAR 0.5)

\*Zoning Ordinance maximums represent maximum development potential after realignment of Hamilton Avenue, which includes re-subdividing the parcel to reduce the size of Hamilton Avenue Parcel South and increase the size of Hamilton Avenue Parcel North.

**Analysis**

Bonus level development appraised value

To determine the minimum required value of the community amenities, the applicant submitted an appraisal for bonus level development to the City. The applicant’s initial appraisal for the proposed project concluded that the community amenities value would be approximately \$101.6 million.

As with previous projects that have proposed community amenities in exchange for bonus level development, the City commissioned Fabbro, Moore & Associates, Inc. to perform an independent professional peer-appraisal of the applicant’s proposed project. That appraisal determined that the project’s community amenities obligation would be \$133.3 million, which the City’s community development director is reviewing and is anticipated to approve (hyperlink Attachment G) pursuant to the municipal code provisions requiring community development director approval of bonus level appraisals (See MPMC 16.43.070(3), 16.45.070(3.)) The appraisal may be subject to further refinements (e.g., cost for PG&E substation upgrades to deliver a predominantly all electric buildings) as the proposed project review



continues and before approval by the community development director.

### *Community amenities proposal*

The applicant submitted a community amenities proposal, which is included in Attachment A. The proposed community amenities include items that are identified on the current community amenities list as well as community amenities that could be approved through the approval of a DA. City staff reviewed the proposal to ensure that standard requirements from the municipal code were not included in the community amenities proposal (e.g., minimum acreage of publicly accessible open space, minimum number of BMR units, and typical bicycle/pedestrian and transportation improvements.) While these components could provide benefits to the broader community, these are already required of the applicant pursuant to existing laws and regulations. The list below identifies the general categories of amenities proposed by the applicant:

- Full-service grocery store and associated rent subsidy
- Pharmacy services
- Bank/credit union with ATM
- Workforce/teacher housing
- Restaurants/cafes
- Bicycle/pedestrian trails, paths and lanes
- Job training
- Dog park
- Community entertainment offerings
- Food stability/mobile market
- Elevated park
- Town square
- Additional publicly accessible open space and maintenance obligation

Some of the items on the above list (e.g., town square, elevated park, bicycle/pedestrian paths, and additional open space) include components of the item that the applicant considers above and beyond the minimum requirement from the City's municipal code. For instance, the open space contained within the elevated park and town square would be required by the Zoning Ordinance, but the design of the elevated park could be considered above and beyond the minimum requirements. The current estimate does not remove the cost of designing an equivalent at-grade park with comparable landscaping/site features (i.e., does not include an incremental cost approach to the valuation.) The City Council may wish to provide guidance to staff on whether the full cost of the elevated park could be considered an amenity or if the cost to construct an equivalent at grade open space should be excluded from the value (an equivalent at-grade open space is estimated to cost approximately \$11 million.)

For the town square, the City's independent estimate was prepared to assess only the costs of the outdoor plaza and horizontal open spaces, excluding the costs to construct the pavilion buildings with retail space, the underground shared commercial parking garage, and the elevator access to the underground shared commercial parking garage. These specific components are excluded from BAE's assessment of the value of the town square because they would primarily serve other private commercial uses on the site. Similar to the elevated park, the City Council could provide guidance on whether some of the more typical costs for developing publicly accessible open spaces should be removed from the cost/valuation of the town square.

Further, the applicant is proposing publicly accessible open space throughout the site above the code required minimum, which is valued as an amenity in the applicant's proposal.

### *Community amenities proposal evaluation*

The applicant's community amenities proposal includes a valuation of each of the proposed community amenities. The applicant's valuation was conducted by multiple firms; the supporting calculations by amenity with reference to the firm valuing the amenity are included in the community amenities proposal exhibits (Attachment H.) In total, the applicant values all of its proposed community amenities at a sum of \$295.5 million. This amount exceeds the minimum required community amenity valuation of \$133.3 million.

The City also conducted a valuation of each of the proposed community amenities. The City's valuations were conducted by BAE Urban Economics. BAE and its subconsultant, Leland Saylor and Associates, evaluated the construction cost calculations, ongoing maintenance/operations costs, and subsidy/financial contributions for each proposed amenity. BAE's independent evaluation of the community amenities value identified a total amenities valuation of approximately \$267.1 million. Table 3 below identifies the specific amenity, the applicant's valuation, BAE's valuation, and the delta between the two valuations and staff's initial evaluation of whether the amenity is on the current adopted amenities list or could be considered through the DA. As stated earlier in the report, community amenities can be provided through 1) provision of an amenity on the City Council-adopted list, 2) provision of an amenity not on the adopted list through a DA, and 3) payment of in-lieu fees or any combination. The City's evaluation, prepared by BAE, of the applicant's community amenities proposal is included in Attachment I.



**Table 3: Summary of community amenity proposal valuation**

Amenity	Applicant valuation	BAE (City's) valuation	Delta	Amenity on City Council adopted list	Possible amenity provided through DA
Grocery store space	\$33,276,808	\$30,450,935	(\$4,104,123)	X	
Grocer space rent subsidy	\$2,014,800	\$1,972,630	(\$42,170)	X	
Pharmacy	\$1,405,346	\$992,340	(\$413,006)	X	
Dining options	\$10,064,499	\$10,316,257	\$251,758	X	
Community entertainment offerings	\$11,768,423	\$12,247,793	\$479,370		X
Bank or credit union	\$1,504,156	\$1,557,964	\$53,808	X	
Willow Road tunnel bike and pedestrian paths	\$35,467,818	\$22,250,919	(\$13,216,899)	X	
Elevated park improvement costs	\$135,321,486	\$133,668,672	(\$1,652,814)		X
Town square Improvement Costs	\$17,623,908	\$15,517,431	(\$2,106,477)		X
Dog park improvements	\$1,197,682	\$1,058,510	(\$139,172)	X	
Teacher housing rent subsidies	\$1,906,772	\$1,745,319	(\$161,453)		X
Excess public open space	\$24,115,309	\$18,078,137	(\$6,037,172)		X
Open space operations & maintenance costs	\$7,133,693	\$4,656,361	(\$2,477,332)		X
Funding for job training programs	\$8,363,395	\$8,304,907	(\$58,488)	X	
Community mobile market funding	\$4,400,000	\$4,299,571	(\$100,429)		X
<b>Total</b>	<b>\$295,564,095</b>	<b>\$267,117,746</b>	<b>(\$28,896,349)</b>		

The above values may be further refined as the proposed project continues to be reviewed by staff. The values should be considered in evaluating whether the final community amenity proposal meets the applicant's minimum obligation based on the bonus level development appraisal. The applicant's proposed Community Amenities are described below.

***Grocery store and rent subsidy***

The applicant is proposing to incorporate a grocery store into the ground level of the building located at Willow Road and Hamilton Avenue (commonly referred to as Parcel 2.) The grocery store would be located at a prominent entrance to the main project site. The grocery store is proposed to be approximately 39,600 square feet. In addition to the physical space, the applicant is proposing a two year rent subsidy to enable the grocery store to be frontloaded into an early phase of the proposed project; the subsidy would allow the grocery store to be open while the site is still under construction. A grocery store is listed on the adopted

community amenities list. The valuation in table 3 for this amenity does not include any long term operating guarantee or penalty if the grocery store ceases operations in the future. If a penalty is included, the potential cost of such a penalty would be added to the valuation of the amenity, even if the penalty is never triggered.

#### *Pharmacy services*

The applicant is proposing approximately 2,500 square feet of pharmacy services. The pharmacy services may be located on the Hamilton Avenue Parcel North (in either an existing tenant space or potential building expansion), within the non-office retail square footage on the main project site as a standalone business, or inboard of another commercial space (e.g., the grocery store.) The exact location of the pharmacy services has not been determined at this time; however, the approximate square footage to deliver the pharmacy services regardless of location within the main project site or the Hamilton Avenue Parcel North has been identified by the applicant and evaluated by the City.

#### *Other commercial space (bank, retail, dining and entertainment offerings)*

The applicant is proposing approximately 2,660 square feet for a bank/credit union, 18,000 square feet for dining options, and 21,690 square feet for entertainment offerings. The collective non-office retail square footage that the applicant is proposing for community amenities (not including the grocery store) would be a total of approximately 42,350 square feet. The bank/credit union and restaurants are on the adopted community amenities list. Entertainment offerings are not on the adopted list but could be incorporated into the community amenities for the project through the DA. The applicant's proposal identifies that these types of uses may include a bowling alley, cinema or theater. The specialty uses are not typical of retail spaces and could be considered amenities that might benefit the broader community, while helping to make the proposed project successful.

#### *Workforce/teacher housing*

As part of its DA for 301-309 Constitution Drive, Facebook committed up to \$430,000 per year for five years (\$2,150,000 total) to operate a workforce housing pilot program at 777 Hamilton Avenue to subsidize the rents for 22 units of workforce housing for community-serving professions such as teachers. Through the community amenities proposal, the applicant is proposing to extend this pilot program for a period of 26 months, beginning in February 2022. These units would not be deed restricted BMR housing units. The applicant has negotiated with the property owner to secure these 22 units for teacher housing for the next 26 months. This extension intended to provide a gap period until another Meta supported affordable housing community is completed where these residents could then reside. While the adopted community amenities list includes "High-Quality Affordable Housing," since these units are not deed restricted and may not meet the income criteria of the City's BMR ordinance, this proposed community amenity would need to be considered through the DA. It should be noted that the proposed project would comply with the minimum required inclusionary BMR housing requirement (15 percent.) The current BMR proposal incorporates the commercial linkage fee units within the project, increasing the total BMR units to 308 units (or 17.8 percent of the total proposed units.) The total 308 BMR units include 260 inclusionary units and 48 commercial linkage fee units. The teacher housing subsidy at 777 Hamilton Avenue would be provided in addition to the minimum required BMR units on the main project site.

#### *Bicycle/pedestrian trails, paths and lanes*

The City's Zoning Ordinance includes various requirements for bicycle and pedestrian infrastructure through frontage improvement requirements along right-of-ways within and adjacent to the main project site. In addition, the Zoning Map and Circulation Element include multiple paseos (publicly accessible pathways) throughout the site. In addition to meeting the Zoning Ordinance requirements, the proposed project includes a below-grade tunnel connecting the main project site with the Meta West Campus and the existing

tunnel between the West and East Campuses. With the connection to the existing tunnel below Bayfront Expressway, the Willow Road tunnel would provide a connection from the main project site to the Bay Trail. The City's adopted Zoning Map and Circulation Element did not identify this connection between campuses and the Bay Trail. However, the adopted community amenities list identifies "Bike trails, paths and lanes" and specifically references connecting new lanes and paths to the existing facilities and the Bay Trail. The proposed Willow Road tunnel would provide an additional connection from the main project site and the broader community to the Bay Trail, increasing recreational opportunities for bicyclists and pedestrians. The tunnel would provide access to the multi-use path along north loop road and the eastern edge of the main project site, providing a link to O'Brien Drive and the broader life sciences area of Menlo Park. The valuation of the tunnel includes the percentage of the tunnel that would be publicly accessible to pedestrians and bicyclists (approximately 35.7 percent of the width.)

#### *Job training*

The applicant's proposal includes financial contributions to two non-profit organizations, Year Up and JobTrain, to support local job training programs. In addition to the applicant's financial contribution to the organizations, the applicant's proposal also states that the applicant will fully subsidize all rental costs and operating expenses for the existing Community Hub, located at 1010 O'Brien Drive, for a period of three years. For the financial contribution to JobTrain, the proposal states that it would cover activities such as trades training, the annual breakfast of champions fundraiser, new building construction, training program expansion and development, and career centers in Menlo Park and East Palo Alto over a two-year period. For Year Up, the applicant states its financial contributions would go to partnership fees and host fees to support up to 86 externs over a three-year period. The financial contributions to Year Up and JobTrain, and the subsidy for the Community Hub generally are within the various amenities listed under "Jobs and Training at M-2 Area Companies" of the adopted community amenities list. As staff continues to review the proposal, components of this item may be considered through the DA, specifically the Community Hub component.

#### *Dog park improvements*

The proposed project includes a dog park. The dog park would be located between the proposed senior BMR building and Main Street along the southern boundary of the site, close to the site access point at Main Street and O'Brien Drive. The proposed dog park would be publicly accessible to residents of the project site and the broader community. The adopted community amenity list included a dog park, but the proposed location across Willow Road does not make it easily accessible to Belle Haven residents.

#### *Food stability/mobile market*

Since 2017, Facebook has sponsored a weekly community mobile market in the Belle Haven neighborhood and East Palo Alto. The weekly mobile market program sells organic produce and other fresh food products at a discounted rate to local residents. The program is a partnership between Facebook and Good Roots Farmers Markets and Events, which acts as the market vendor. The applicant is proposing to continue funding the Community Mobile Market program for a period of two years starting in 2022 as part of the applicant's community amenities proposal for the proposed project. This proposed amenity is not on the adopted community amenities list, and can be considered through the DA.

#### *Elevated park*

The applicant is proposing a linear elevated park that would extend from the northeastern corner of the main project site to the Belle Haven Parcel North. The elevated park would provide a grade separated connection for bicyclists and pedestrians from the west side of Willow Road (and the Belle Haven neighborhood) to the main project site. The elevated park would provide publicly accessible open space in a unique linear parkway that would be elevated above the town square and Campus Districts. It would provide

direct access to the hotel, the Hamilton Avenue Parcel North, the town square and the multi-use pathways along the northern and eastern edges of the main project site. The applicant's community amenities proposal includes the unique construction cost for the elevated park improvements and not necessarily the square footage of the publicly accessible open space of the elevated park. The applicant included additional acreage of publicly accessible open space above the Zoning Ordinance minimum requirements in its community amenities proposal, and that proposed amenity is analyzed separately. For this amenity, the applicant is requesting the value of the unique design/improvement be included in the amenities proposal. This specific improvement is not listed on the adopted amenities list; however, it can be considered to be in the spirit of "Bike Trails, Paths or Lanes" since it links to existing and new infrastructure within the vicinity of the proposed project. Staff believes this proposed amenity could be considered through the DA.

### *Town square improvements*

The town square would provide a central plaza and gathering space adjacent to the elevated park, meeting and collaboration space (part of the secure Campus District), the hotel, and various retail and entertainment uses. The applicant is proposing that the plaza and other horizontal improvement costs be included in the community amenities proposal. Similar to the elevated park, the applicant states that these publicly accessible open space improvements are not typical of other publicly accessible open space and that additional value is provided through the creation of these spaces. Any excess publicly accessible open space within the main project site is evaluated separately. The enhanced improvements within the Town Square can be considered as a community amenity by the City Council through the DA.

### *Additional publicly accessible open space and maintenance obligation*

The proposed plan for the project includes publicly accessible open space that would exceed the amount of publicly accessible open space required by the Zoning Ordinance for the main project site. The applicant has proposed a minimum amount of publicly accessible open space that would be required for the project through the CDP. This amount exceeds the minimum required publicly accessible open space by approximately 75,000 square feet (or 1.72 acres.) While the applicant's illustrative plans currently identify additional acreage of publicly accessible open space, the CDP sets the minimum that the applicant and developers of individual parcels/buildings within the main project site would be required to provide. The additional publicly accessible open space is not specifically identified on the adopted community amenities list; however, the list includes a category for "Park and Open Space Improvements." The additional publicly accessible open space could be enabled through the DA.

### City Council review and input

This overview and agenda item provides an opportunity for the City Council to review the applicant's current proposal, receive public comment on the community amenity proposal, ask clarifying questions of the applicant and staff, provide feedback on the appropriateness of the amenities, and identify additional details that may be needed for the City Council to consider in its future review of the community amenities proposal as part of the CDP, DA, and other entitlements for the proposed project. The draft bonus level development appraisal and the City's valuation of each community amenity are provided in this report for background information. In reviewing the community amenities proposal, key topics for the City Council to consider are listed below. The City Council is not limited to this list and may identify other topics for discussion.

- Consideration of community amenities not on the City's adopted community amenities list
- Location of proposed amenities within the community or on the project site
- Open space improvement design (e.g., town square and elevated park)
- Credit for actual built out open space versus CDP minimum requirement
- Operational requirements for specific uses (e.g., grocery store, pharmacy, dining, entertainment)

- Variety of proposed community amenities
- Other amenities for consideration

### Correspondence

Staff has not received any correspondence specifically on the proposed community amenities.

### **Impact on City Resources**

The applicant is required to pay planning, building and public works permit fees, based on the City's master fee schedule, to fully cover the cost of staff time spent on the review of the proposed project. The applicant is also required to fully cover the cost of work by consultants performing environmental review and additional analyses to evaluate potential impacts of the project.

### **Environmental Review**

A project level Draft EIR was released April 8, 2022, beginning the 45-day public review and comment period (ending at 5 p.m. Monday, May 23, 2022.) The Planning Commission held a Draft EIR public hearing at its meeting April 25, 2022.

The Project Site is within the General Plan and M-2 Area Zoning Update (ConnectMenlo) study area. ConnectMenlo, which updated the City's General Plan Land Use and Circulation Elements and rezoned land in the M-2 Area (now referred to as the Bayfront Area), was approved November 29, 2016. Because the City's General Plan is a long-range planning document, the ConnectMenlo Final EIR was prepared as a program EIR, pursuant to CEQA Guidelines Section 15168. Section 15168(d) of the CEQA Guidelines provides information for simplifying the preparation of subsequent environmental documents by incorporating by reference analyses and discussions. CEQA Guidelines Section 15162(d) states that where an EIR has been prepared and certified for a program or plan, the environmental review for a later activity consistent with the program or plan should be limited to effects that were not analyzed as significant in the prior EIR or susceptible to substantial reduction or avoidance. The Draft EIR was prepared under the terms of the settlement agreement between the cities of Menlo Park and East Palo Alto, which allows for simplification in accordance with CEQA Guidelines Section 15168 for all topic areas, except housing and transportation. The analysis provided in the Draft EIR tiers from the ConnectMenlo Final EIR, as appropriate.

The Draft EIR finds that impacts related to air quality and noise would be significant and unavoidable. The proposed project would result in potentially significant impacts related to transportation, air quality, energy, greenhouse gas emissions, noise, cultural and tribal cultural resources, biological resources, geology and soils, hydrology and water quality, and hazards and hazardous materials, but these impacts would be reduced to a less-than-significant level with implementation of identified mitigation measures. Impacts related to land use, aesthetics, population and housing, public services and recreation, and utilities and service systems would be less than significant.

More information on the Draft EIR, including how to comment on the Draft EIR, is available in the notice of availability in Attachment J.

### **Public Notice**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72

hours prior to the meeting.

## Attachments

- A. Applicant community amenities proposal
- B. Hyperlink – City Council adopted community amenities list:  
[menlopark.org/DocumentCenter/View/15009/6360---Community-Amenities?bidId](https://menlopark.org/DocumentCenter/View/15009/6360---Community-Amenities?bidId)
- C. Hyperlink – Community amenities appraisal instructions:  
[menlopark.org/files/sharedassets/public/community-development/documents/appraisal-instructions\\_1-10-19.pdf](https://menlopark.org/files/sharedassets/public/community-development/documents/appraisal-instructions_1-10-19.pdf)
- D. Location map
- E. Illustrative site plan
- F. Hyperlink – masterplan project plans: [menlopark.org/files/sharedassets/public/community-development/documents/projects/under-review/willow-village/december-2021/masterplan-plan-set-december-2021.pdf](https://menlopark.org/files/sharedassets/public/community-development/documents/projects/under-review/willow-village/december-2021/masterplan-plan-set-december-2021.pdf)
- G. Hyperlink – Bonus level development appraisal (City peer appraisal):  
[menlopark.org/files/sharedassets/public/community-development/documents/projects/under-review/willow-village/draft-willow-village-community-amenities-appraisal.pdf](https://menlopark.org/files/sharedassets/public/community-development/documents/projects/under-review/willow-village/draft-willow-village-community-amenities-appraisal.pdf)
- H. Willow Village master plan community amenities proposal supporting exhibits
- I. Community amenities valuation, prepared by BAE Urban Economics
- J. Hyperlink – Notice of availability: [menlopark.org/files/sharedassets/public/community-development/documents/projects/under-review/willow-village/draft-eir/20220408-notice-of-availability-willow-village-draft-environmental-impact-report.pdf](https://menlopark.org/files/sharedassets/public/community-development/documents/projects/under-review/willow-village/draft-eir/20220408-notice-of-availability-willow-village-draft-environmental-impact-report.pdf)

Report prepared by:  
Kyle Perata, Acting Planning Manager

Report reviewed by:  
Deanna Chow, Assistant Community Development Director  
Nira Doherty, City Attorney





WILLOW  
VILLAGE

# Community Amenities & Benefits

APRIL 2022





# Contents

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- 4 Willow Village Community Outreach & Engagement
- 6 Community Voices: What We Heard
- 8 Willow Village Plan Revisions Based on Community Feedback
- 12 Community Amenities & Benefits



## Executive Summary

Peninsula Innovation Partners, LLC is pleased to present to the City of Menlo Park a range of community amenities and benefits incorporated into Willow Village that directly respond to input, feedback and requests we have received from over four years of community outreach and engagement. Our community engagement and community amenities and benefits proposed for Willow Village are consistent with Meta's decade long partnership with and commitment to the Belle Haven neighborhood of the City of Menlo Park and the broader Menlo Park community.

Meta's existing commitment to its neighbors has resulted in tens of millions of dollars in direct investment in Belle Haven including the commitment to fund and build a new \$40M Menlo Park Community Campus (new community center, youth center, library, senior center) at 100 Terminal Avenue; provide support for small business in Belle Haven and citywide; fund local education and environmental initiatives; rent support for teachers and small business organizations; food subsidy programs; home rehabilitations for low income residents; deliver neighborhood improvements; fund and build local traffic improvements; sponsor community festivals; provide direct financial support of Menlo Park community organizations; and most recently host Covid-19 vaccine clinics for Belle Haven residents.

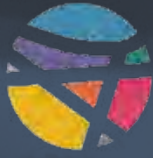
The current community amenities and benefits proposed for Willow Village not only meet the requirements of the ConnectMenlo community amenities ordinance, but also make Willow Village a one-of-a-kind place that connects the existing Belle Haven neighborhood with a new town square environment to include new retail, neighborhood services, housing, parks, trails, open spaces, and employment opportunities. It will create a place to enjoy, while promoting community and connection.

These amenities and benefits are in addition to more than \$100M in one-time traffic improvements and fees, electrical grid improvements to support all-electric buildings and mitigation measures provided by Willow Village. Willow Village will also provide millions of dollars in ongoing annual revenue to Menlo Park, schools, the fire district and other special districts from the increase in property tax, sales tax from retail and transient occupancy tax from the planned hotel.

We look forward to continued coordination and collaboration with the City on the Community Amenities and Benefits Proposal as we work together as partners to make Willow Village a special place for Belle Haven and Menlo Park for generations to come.

**While we are required by the ordinance to deliver community amenities valued at approximately \$133M, we have included community amenities and benefits valued at approximately \$295M including:**

- **Full-Service Grocery Store**
- **Full-Service Grocery Store Rent Subsidy**
- **Pharmacy Services**
- **ATM/Banking Services**
- **Restaurants/Cafes**
- **Community Entertainment Retail**
- **Publicly Accessible Open Space**
- **Bike & Pedestrian Trails, Paths and Lanes**
- **Dog Park**
- **Job Training & Internships for Local Residents**
- **Rent Support for Local Teachers**
- **Funding for Food Stability-Mobile Market**



CONNECTMENLO

# ConnectMenlo Community Amenities Overview



WILLOW VILLAGE  
PROVIDES  
MORE THAN  
**200%**  
OF THE REQUIRED  
AMENITIES VALUE

The City of Menlo Park adopted the ConnectMenlo General Plan Land Use and Circulation Elements and M-2 Area Zoning Update (“ConnectMenlo”) on December 6, 2016. An outgrowth of extensive community outreach during the ConnectMenlo process, the City’s General Plan establishes that significant new development should provide community amenities, “including jobs, housing, schools, libraries, neighborhood retail, childcare, public open space, telecommunications access, and transportation choices.” As implemented through the City’s Zoning Ordinance, the bonus level development program requires applicants for development at the “bonus” level established in the ordinance to provide community amenities equivalent in value to 50 percent of the value of the additional gross floor area of the bonus level development.

As part of the City process, community amenities provided must (i) be selected from a “Community Amenities” list adopted by the City Council as part of the Connect Menlo process, (ii) be provided through payment of an in-lieu fee, or, (iii) for community amenities that are not on the list, be implemented through a Development Agreement. The Zoning Ordinance provides that construction of the amenities is preferable to payment of a fee.

**Based on this policy, Willow Village is required to provide community amenities valued at approximately \$133M, or 50 percent of the value of the proposed Willow Village bonus level development as determined by an independent third party appraisal commissioned by the City of Menlo Park in accordance with the City’s appraisal standards. While the Willow Village obligation is \$133M in amenity value, we have incorporated \$295M in community amenities and benefits value, more than 200% of the requirement.**



# Willow Village Community Outreach & Engagement

**Community Meeting**

After more than three years of conversations with neighbors, local community organizations and civic leaders, we have recently submitted refined plans for Willow Village to the City of Memphis.

Input from our Belle Haven neighbors has been critical to this evolution and has led to important changes, like prioritizing the grocery store in the first phase and safe, convenient access across Willow Road on an elevated park.

**Please join us for a special virtual meeting for the Belle Haven community**  
**Thursday, February 4 at 6:00pm**

**Community Meeting**

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Input from our Belle Haven neighbors has been critical to this evolution, and has led to important changes, like prioritizing the grocery store in the first phase and safe, convenient access across Willow Road on an elevated park.

**Please join us for a special virtual meeting for the Belle Haven community**  
**Thursday, February 4 at 6:00pm**

**Your ideas. Your vision. Your words...**

**"Balancing jobs and housing"**

**"A full-service grocery store"**

**"Reduced traffic impacts"**

**"Provide a safe connection with Belle Haven"**

**"Affordable housing, especially for seniors"**

**"Sustainability"**

**Your ideas are building great things. Tell us more.**

**Your ideas are building great things. Tell us more.**

Sign me up for the following meetings:  
 Thursday, February 25, 6:00 pm  
 Wednesday, March 10, 6:00 pm  
 Thursday, April 8, 6:00 pm

Yes! I support Willow Village  
 I would like to receive updates via email





The Willow Village team has engaged in an extensive and unprecedented community outreach effort over four years, with special focus, attention, and feedback from our Belle Haven neighbors to help create, shape, and refine Willow Village.

Over that period of time the Willow Village team has:

- Met personally with thousands of neighbors from Belle Haven, nearby neighborhoods, and throughout Menlo Park, as well as community stakeholder groups
- Hosted more than 100 small group and one-on-one stakeholder meetings
- Convened 10 large group community meetings with more than 500 residents participating
- Facilitated live polling sessions at community meetings to learn more about community amenity, park programming, and retail preferences from neighbors
- Received more than 1,000 online survey responses about Willow Village
- Hand delivered bi-lingual flyers to Belle Haven households to encourage participation in community meetings and feedback
- Sent dozens of Willow Village update emails and invitations to Belle Haven neighbors and other Menlo Park residents to encourage input and feedback on plans
- Provided ongoing multi-year social media advertising to encourage Menlo Park residents to learn more about Willow Village, take surveys, participate in community meetings and provide input and feedback on the plans
- Met with and received endorsements and support from more than a dozen stakeholder groups including Belle Haven residents and other Menlo Park neighbors, local and regional environmentalists, business organizations, housing advocacy groups and labor organizations

We have focused our efforts in good faith with our neighbors and the City, beginning with the City's 2016 ConnectMenlo Amenities List and adding thousands of direct conversations with the community for over four years to plan key elements of Willow Village. In 2021 alone, we held four additional community meetings with hundreds of residents, wherein we polled residents on their desired amenities, many of which match directly the 2016 ConnectMenlo list and our plan.



# Community Voices: What We Heard

Top 5 elements considered most important, ranked by the majority of survey respondents:

- 1) Full-service grocery store**
- 2) Affordable housing**
- 3) A balance in new jobs and new housing units**
- 4) New Town Square**
- 5) Publicly Accessible Open Space**

Top Preferred Uses, Retail, ranked by community meeting attendees:

- 1) Grocery store**
- 2) Restaurants/cafes**
- 3) Bakery/coffee houses/ice cream**
- 4) Family entertainment (bowling/cinema/live theater)**
- 5) Pharmacy**

Top Preferred Uses, Parks/Open Space, ranked by community meeting attendees:

- 1) Seating areas/benches/picnic areas**
- 2) Grass for landscaped areas for relaxing**
- 3) Community/cultural events/farmer's markets/food trucks**
- 4) Live music/event venue (i.e. amphitheater)**
- 5) Play structures/games areas**



**“Build something for the community first”**

---

**“Do something about the traffic in the area”**

---

**“Collaboration is key”**

---

**“Think about the need of the very low income families of the area. We need more affordable housing”**

**“Facebook should make sure a grocery store, pharmacy and parks are built for the Belle Haven area”**

**“Just be sure to work toward carbon neutral”**



# Willow Village Plan Revisions Based on Community Feedback

SILICON VALLEY  
BUSINESS JOURNAL

**Smaller footprint, greater focus on community amenities in Facebook's Willow Village update**

**San Jose Mercury News**

**Facebook proposes focused revamp of Willow Village in Menlo Park**



An aerial architectural rendering of a city development project, showing various buildings, streets, and green spaces. A prominent green vertical bar is on the left side of the image, containing the title. The background is a detailed, semi-transparent architectural plan of a city block, showing building footprints, streets, and landscaping.

## BALANCED JOBS AND HOUSING

As a result of close coordination with our Belle Haven neighbors and Menlo Park stakeholders as a whole, we have revised and improved the Willow Village proposal many times over the years in several ways, directly responding to community feedback with the following refinements.

- Addressed the need for grocery, pharmacy services, restaurants, entertainment, banking and shopping services
- Accelerated major community amenities (grocery store, Town Square, elevated park, retail) to start in Phase I instead of Phase III
- Improved connections to the Belle Haven neighborhood
- Added housing to improve the job/housing balance
- Provided more on-site affordable housing and deeper levels of affordability
- Reduced office space and employment capacity by 30%
- Reduced traffic impacts
- Created exciting new open spaces, parks and trails



# Community Amenities & Benefits



**Sustainable LEED Gold design featuring timber construction materials, on-site renewable energy, all electric buildings, and a district recycled water system.**



WILLOW VILLAGE  
PROVIDES  
**\$295M**  
IN COMMUNITY  
AMENITIES  
& BENEFITS

The Willow Village Community Amenities & Benefits proposal provides \$295M in community amenities and benefits. This package of amenities exceeds our requirements under ConnectMenlo for bonus level development and represents more than 2 times the \$133M community amenity value required by the Zoning Ordinance.

These community amenities and benefits are in addition to:

- Over \$100M in traffic improvements and fees and electrical grid improvements to the area to enable all-electric buildings as well as mitigations required for Willow Village
- More than 300 affordable homes planned at Willow Village, including 120 for seniors
- Millions of dollars in ongoing annual revenue to Menlo Park the fire district and other special districts, from Willow Village, including:
  - Increased property tax revenue
  - Additional sales tax from retail purchases
  - Additional transient occupancy tax from hotel

**In response to community input and feedback and in compliance with the Community Amenities Ordinance and City Council Resolution No. 6360, Community Amenities List Page 5 - Exhibit A, Willow Village has incorporated the following community amenities and benefits into the project and/or will fund various programs identified below. We propose that amenities and benefits in this proposal in excess of the community amenities requirement be considered as public benefits under a Development Agreement. A summary of the amenities and values are included for reference. The detailed breakdown of quantities, as well as construction, operations, and maintenance costs and other value metrics are provided under separate cover.**

## Community Amenities & Benefits



### **Full-Service Grocery Store**

Willow Village will fund and construct a full-service grocery store providing a range of goods, including fresh fruits, vegetables and meat and dairy products as a central element of Willow Village. Value: \$33,276,808



### **Full-Service Grocery Store – Rent Subsidy**

Due to expedited phasing of the Grocery Store, we anticipate funding two years of rent subsidy for the full service grocery store referenced above. Value: \$1,972,630



### **Pharmacy Services**

Pharmacy services to fill prescriptions and offer convenience goods will be included as part of the project. Value: \$1,405,346



### **Bank/Credit Union Branch with ATM**

A bank or credit union branch with an ATM will be included in the project. Value: \$1,504,156



### **High Quality Affordable Housing**

In addition to more than 300 affordable homes located onsite at Willow Village (including 120 affordable homes for seniors), we have made the commitment to subsidize rent for 22 teachers currently living at 777 Hamilton Apartments in Belle Haven, from 2022-2024, when the current subsidy program expires and prior to Meta's completion of new affordable housing where teachers could then reside in the new location off site. Value: \$1,906,772





### **Restaurants/Cafes**

A range of dining options, from cafes to sit-down restaurants, serving residents and local employees will be included in the project (six for the purpose of Community Amenities value). Value: \$10,064,499



### **New Bike/Pedestrian Trails, Paths and Lanes**

Willow Village will fund and construct new bike lanes and pedestrian paths and connect them to existing facilities and the Bay Trail, including the Willow Road bicycle and pedestrian tunnel. These new bike and pedestrian trails associated with the Willow Village bicycle and pedestrian tunnel are over and above standard city requirements. Value: \$35,467,818



### **Job Training + Community Hub**

Willow Village will fund career pathway training and development programs in partnership with local non-profits YearUp and JobTrain, and funding and management of a Community Hub to prepare local residents with jobs skills and fund internships for Belle Haven/Menlo Park residents for three years. Value: \$8,363,395



### **Dog Park**

The construction of improvements of a dedicated enclosed place where dogs can run is incorporated into Willow Village. Value: \$1,197,682



### **Community Entertainment Offerings**

Willow Village proposes to incorporate community entertainment offerings such as a cinema, live music, bowling or similar use in direct response to community input about the desire for community entertainment retail amenities. Value: \$11,768,423



### **Food Stability/Mobile Market**

Willow Village will fund the Mobile Market program to support food stability efforts in the community. The program will provide fresh, quality produce at a subsidized cost to local residents for two years. Value: \$4,400,000



### **Elevated Park**

We have incorporated an approximately 2-acre Elevated Park to create direct and convenient access between Belle Haven and Willow Village for our neighbors. The park will feature bike and pedestrian paths, gathering spaces, plazas and a variety of landscaped areas, as well as Town Square and Bay overlook plazas. Value: \$135,321,486



### **Town Square**

The Town Square is provided as a place for our neighbors to enjoy and promote community and connection. Town Square will include areas for community gatherings, festivals and farmers markets all surrounded by retail, cafes and restaurants with easy access to the Elevated Park and other retail and community amenities. Value: \$17,623,908



### **Publicly Accessible Open Space**

Willow Village proposes acres of publicly accessible open space improvements, and ongoing land, park and open space improvements and ongoing operating and maintenance costs for these areas, in excess of what is required by City code. Value:

- Publicly accessible open space provided in excess of City requirement: \$24,115,309
- Publicly accessible open space operating and maintenance cost: \$7,133,693





WILLOW  
VILLAGE

The Willow Village plan is consistent with the community planning vision of ConnectMenlo, Menlo Park’s General Plan, and more than four years of conversations with neighbors and civic leaders.









# CITY OF MENLO PARK

## LOCATION MAP

### WILLOW VILLAGE



CITY OF  
MENLO PARK

Scale: 1:5,000 | Drawn By: THR | Checked By: KTP | Date: 5/17/2022





LEGEND	
1	Town Square
2	Grocery Store on Ground Level
3	Publicly Accessible Park
4	Publicly Accessible Dog Park
5	Elevated Park Access (Elevator and Stairs)
6	Elevated Park
7	Hotel
8	Mixed-Use Block
9	Residential Block
10a	Office Campus
10b	Meeting & Collaboration Space
11	Parking Garage with Transit Hub on Ground Level
12	Proposed Multi-use Pathway
13	Willow Road Tunnel
14	Realigned Hamilton Avenue
15	Hamilton Avenue Parcel North
16	Hamilton Avenue Parcel South

### Willow Village Community Amenities Valuation Summary

Amenity	Value	Exhibit Reference
A full-service grocery store providing a range of goods, including fresh fruits, vegetables and meat and dairy products	\$33,276,808	Exhibit A
Grocery Subsidy	\$2,014,800	Exhibit B
Pharmacy services that provide prescriptions and offer convenience goods	\$1,405,346	Exhibit C
A bank or credit union branch with an ATM	\$1,504,156	Exhibit D
A range of dining options, from cafes to sit-down restaurants, serving residents and local employees	\$10,064,499	Exhibit D
Install new bike lanes and pedestrian paths within the Tunnel and connect them to existing facilities and Bay Trail	\$35,467,818	Exhibit E
Provide residents with job training programs and Community Hub that prepare them with jobs skills	\$8,363,395	Exhibit F
High Quality Affordable Housing in Belle Haven (Subsidies for teacher housing)	\$1,906,772	Exhibit G
Provide a dedicated enclosed place where dogs can run (improvement costs)	\$1,197,682	Exhibit H
Community Entertainment Offerings (ie Cinema, Live Musci, Bowling, etc.)	\$11,768,423	Exhibit D
Publicly Accessible Open Space Acreage in Excess of Obligation (greater than what is required under ordinance)	\$24,115,309	Exhibit I
Elevated Park Improvement Costs	\$135,321,486	Exhibit J
Town Square Improvement Costs	\$17,623,908	Exhibit K
Publicly Accessible Open Space Operations & Maintenance Costs	\$7,133,693	Exhibit L
Food Subsidies - Mobile Market	\$4,400,000	Exhibit M
<b>TOTAL</b>	<b>\$295,564,095</b>	

## EXHIBIT A GROCERY COST BACKUP

Grocery Line Item	Cost	Backup
Grocery Parking	\$6,142,967	Parking at 3.3/1,000
Grocery Cold Shell	\$9,312,014	Exhibit 1
Grocery Warm Shell	\$6,732,392	Exhibit 6
Grocery landlord TI	\$5,543,300	\$140/sf
Sub-total Grocery Bldg	\$27,730,673	
Soft Costs	\$5,546,135	20% of hard costs
<b>TOTAL Grocery Cost</b>	<b>\$33,276,808</b>	

Total cost of grocer parking		\$ 29,806,649
3.3/thousand	131	21%
add'l retail spaces	151	24%
<u>resi spaces</u>	<u>352</u>	56%
TOTAL parking spaces	634	
	39,595 SF of retail	
	131 spaces at 3.3/thousand	



# EXHIBIT B

## Grocery Subsidy

$\$2.30/\text{mo.} \times 24 \text{ mo.} \times 36,500 \text{ sf} = \mathbf{\$2,014,800}$



Matthew Holmes  
Retail West, Inc.  
767 Bridgeway, Suite 3C  
Sausalito, CA 94965

June 22, 2021

Paul Nieto  
Signature Development Group  
2335 Broadway, Suite 200  
Oakland, CA 94612

### **Willow Village Project**

Paul,

In response to community demands and a growing residential population in the Bayfront Expressway area, we have targeted a grocery store as a critical component to the retail component at the proposed Willow Village project. In order to induce a grocer to the Willow Village project in the first phase (prior to all construction being completed and all residents having moved-in) the rent subsidies will be needed in an amount that approximates 60 months of rent in order for the store's operations to stabilize. We are expecting a store of the size proposed for Willow Village would have a starting rent that caps out at a monthly rent rate in the range of \$2.25 - \$2.50 per square foot triple net.

Given the importance of fresh local foods to the immediate community and the strong draw a grocer provides to a project with daily needs shoppers, we are viewing this as a critical first step to creating a dynamic project.

A handwritten signature in black ink, appearing to be "Matthew Holmes".

**EXHIBIT C**  
**PHARMACY SERVICES COST BACKUP**

	<b>Cost/SF*</b>	<b>SF</b>	<b>Soft Costs (20%)</b>	<b>TOTAL</b>
Pharmacy Services	\$ 468	2,500	234,224	1,405,346

*\*Based on BAE cost/SF for bank/credit union*

**EXHIBIT D**  
**BANK/CREDIT UNION, DINING, ENTERTAINMENT COST BACKUP**

	<b>Cost/SF*</b>	<b>SF</b>	<b>Soft Costs (20%)</b>	<b>TOTAL</b>
Bank/Credit Union	\$ 471	2,660	250,693	1,504,156
Dining	\$ 466	18,000	1,677,417	10,064,499
Entertainment	\$ 452	21,690	1,961,404	11,768,423

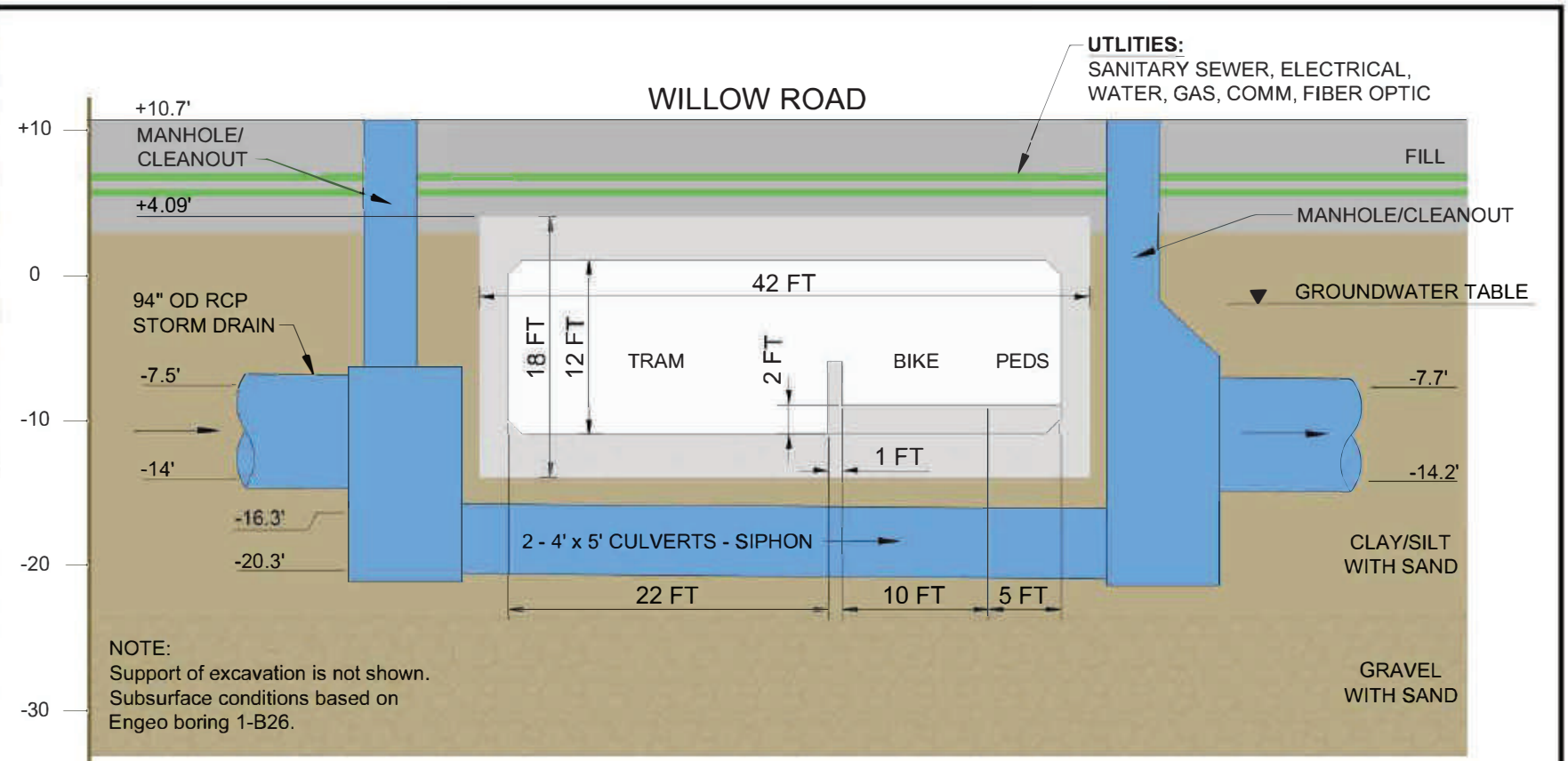
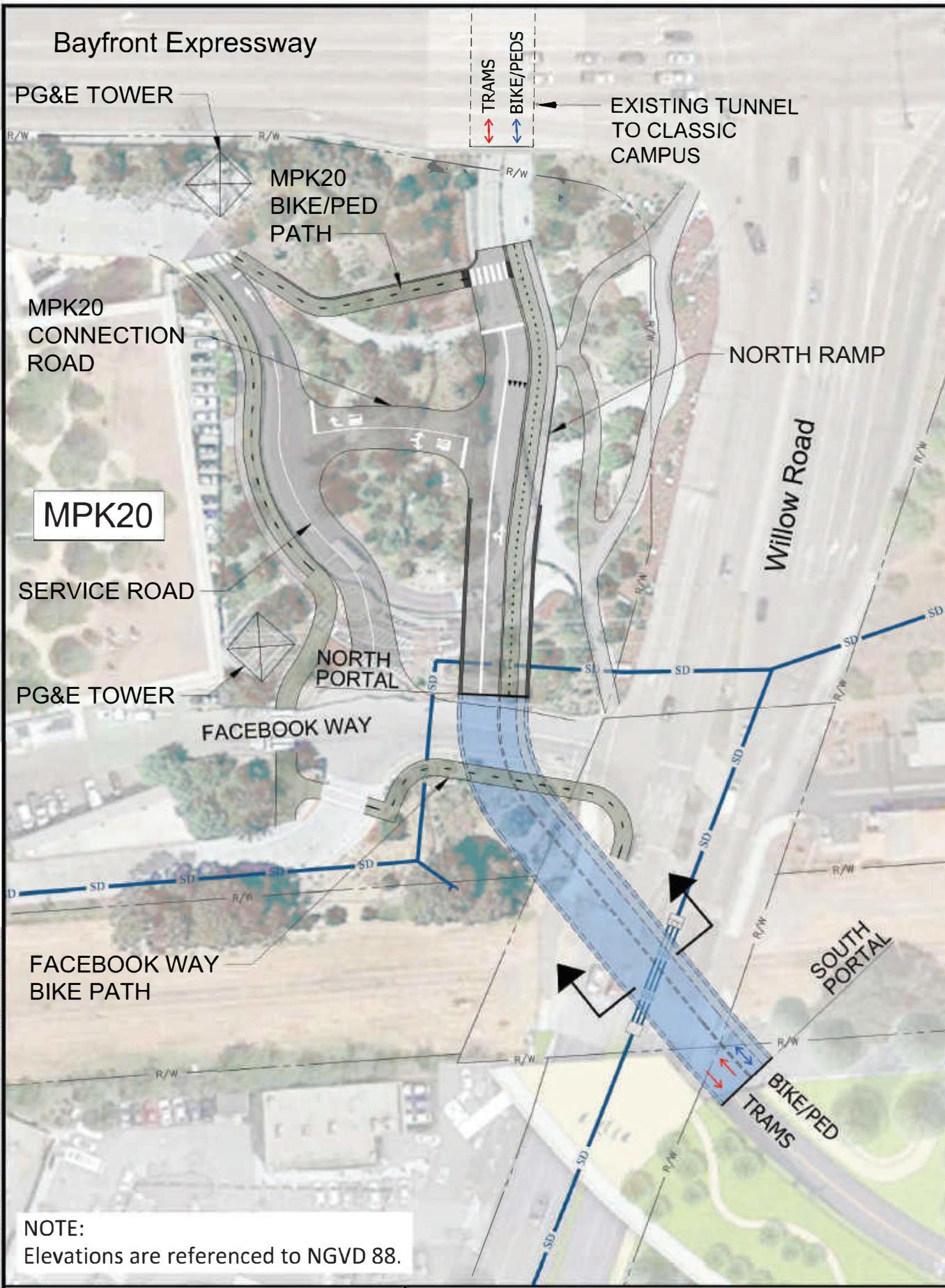
\* Based on BAE costs



# **EXHIBIT E**

## **Willow Road Tunnel Bike and Pedestrian Access**





Section for Tunnel and Storm Drain Siphon

WILLOW ROAD TUNNEL		
<b>PERCENT OF TUNNEL PEDESTRIAN/BIKE USE</b>		
<b>15 FT (PED-BIKE USE)/42 FT TOTAL WIDTH = 0.357 (36%)</b>		
<b>HARD COST</b>		<b>\$ 70,441,000</b>
<b>GENERAL REQUIREMENTS (5%)</b>	5%	<b>\$ 3,522,050</b>
<b>DESIGN (7%)</b>	7%	<b>\$ 4,930,870</b>
<b>DESIGN CONTINGENCY (15%)</b>	15%	<b>\$ 10,566,150</b>
<b>GENERAL CONDITIONS (6%)</b>	6%	<b>\$ 4,226,460</b>
<b>BONDS &amp; INSURANCE (2%)</b>	2%	<b>\$ 1,408,820</b>
<b>OVERHEAD &amp; PROFIT (6%)</b>	6%	<b>\$ 4,226,460</b>
<b>TOTAL BUDGET WILLOW TUNNEL</b>		<b>\$ 99,321,810</b>
<b>35.71 PERCENT IS PEDESTRIAN/BIKE USE</b>		<b>\$ 35,467,818</b>

NOTE:  
Elevations are referenced to NGVD 88.



**EXHIBIT F**  
**JOB TRAINING PROGRAM**

## JOB TRAINING COSTS

<b>Year Up On-site Training (see image)*</b>		<b>Years</b>
Partnership Fees - Fee Paid to Year Up	\$ 1,500,000	'22-24
Host Fees to host 86 externs - Helps provide stipends, financial support for transportation, and legal support for participants	\$ 4,189,817	'22-24
<b>Community Hub Expenses</b> - includes cleaning expenses, professional services, utilities, repairs and maintenance, building services and supplies, rent credit	\$ 1,477,578	'22-24
<b>Job Train **</b>	\$ 1,196,000	'22-23
Trades Training		
Annual Breakfast of Champions Fundraiser		
New Building Construction		
Training Program Expansion & Development		
Career Centers MPK/EPA		
<b>TOTAL</b>	<b>\$ 8,363,395</b>	

\* 60% historical participation from Belle Haven/Menlo Park areas

\*\* yearly costs are subject to change - these estimates are based on historical information





**EXHIBIT G**  
**SUBSIDIES FOR TEACHER HOUSING**  
**(777 HAMILTON PROGRAM)**

<b>Type</b>	<b># Units</b>	<b>2021 Rent</b>	<b>Monthly Total</b>	<b>Notes</b>
1 Bedroom	15	\$ 4,132.72	\$ 61,990.82	market rent for unit
2 Bedroom	7	\$ 4,983.58	\$ 34,885.03	market rent for unit
		Monthly Total	\$ 96,875.85	
		Average collections from tenants	\$25,000	reflects 30% of teacher's pay towards rent
		Monthly FB Due	\$ 71,875.85	FB subsidy payment
		<b>Number of Months in extension period</b>	<b>26</b>	February 2022 - March 2024
		<b>Estimated Cost of Extension</b>	<b>\$ 1,868,772.05</b>	
		Management Cost	\$38,000	
		<b>Total Cost including admin</b>	<b>\$1,906,772.05</b>	

**EXHIBIT H**  
**Dog Park Improvement Costs**

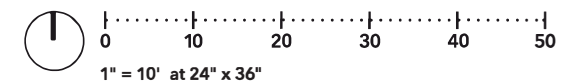
## DOG PARK WITH FENCING (~0.25 AC)

<b>HARD COST</b>	<b>10,890 SF X \$78</b>	<b>\$</b>	<b>849,420</b>
<b>GENERAL REQUIREMENTS (5%)</b>	<b>5%</b>	<b>\$</b>	<b>42,471</b>
<b>DESIGN (7%)</b>	<b>7%</b>	<b>\$</b>	<b>59,459</b>
<b>DESIGN CONTINGENCY (15%)</b>	<b>15%</b>	<b>\$</b>	<b>127,413</b>
<b>GENERAL CONDITIONS (6%)</b>	<b>6%</b>	<b>\$</b>	<b>50,965</b>
<b>BONDS &amp; INSURANCE (2%)</b>	<b>2%</b>	<b>\$</b>	<b>16,988</b>
<b>OVERHEAD &amp; PROFIT (6%)</b>	<b>6%</b>	<b>\$</b>	<b>50,965</b>
<b>TOTAL IMPROVEMENT BUDGET</b>			<b>\$ 1,197,682</b>
<b>DOG PARK</b>			



**PLAN ENLARGEMENT**

NOTE: SEE SHEET L2.00 FOR MATERIAL SCHEDULE.



PENINSULA INNOVATION PARTNERS

WILLOW VILLAGE  
100% Schematic Design Package - Public Realm  
Menlo Park, CA

SCALE:  
NOTE: THIS DRAWING IS NOT TO SCALE UNLESS SPECIFICALLY NOTED OTHERWISE. ALL DIMENSIONS SHALL BE CLARIFIED BY ARCHITECT FOR DIMENSIONS THAT ARE NOT SPECIFIED.

MILESTONES	
DATE	ISSUE
15 JAN 2021	100% SD SET

REVISIONS		
NO.	DATE	ISSUE

DRAWING TITLE:  
Conceptual Publicly Accessible  
Dog Park

DRAWING NO.:



# **EXHIBIT I**

## **Excess Open Space Land Value Calculations**

## Willow Village – Open Space Land Value Calculations April 7, 2022

Land Use	Required Publicly Accessible	Proposed Publicly Accessible	Publicly Accessible Open Space Breakdown
<b>R-MU</b>	47,110.43 sf (1.08 ac)	175,047 sf (4.02 ac)	<ul style="list-style-type: none"> <li>• Park (entire parcel including parking, frontage) = 149,017 sf (3.42 ac)</li> <li>• Dog Park = 13,235 sf (0.30 ac)</li> <li>• P3 retail = 12,795 sf (0.29 ac)</li> <li>• Town Square = 54,461 sf (1.25 ac)</li> <li>• Multi-use path = 77,278 sf (1.77ac)</li> <li>• Elevated Park (include segment over Willow, outside property) = 78,241 sf (1.80 ac)</li> </ul>
<b>O</b>	237,946,94 sf (5.46 ac)	Include Elevated Park within Willow property = 209,980 sf (4.82 ac)	
<b>Total</b>	285,057.37 sf (6.54 ac)	Include Elevated Park within Willow property = 385,027 sf (8.84 ac)	

Publicly Accessible Open Space	SF	Acres	Required Open Space - SF	Acres
Community Park	149,017	3.42	<b>285,057</b>	<b>6.54</b>
Town Square	54,461	1.25		
Multi-Use Path	77,278	1.77		
Sub-total	280,756	6.45		
Elevated Park	78,241	1.80		
Dog Park	13,235	0.30		
P3 Retail	12,795	0.29		
Subtotal	104,271	2.39		
			<b>Open Space in Excess of Required</b>	
Grand Total	385,027.00	8.84	<b>99,970</b>	<b>2.29</b>

Willow Village size	59.4 ac
Appraisal Value	\$623,700,000
Bonus Development	
<b>Value per Acre</b>	<b>\$10,507,820</b>

### Value of Proposed Excess Open Space Acreage

**\$24,115,309**



# **EXHIBIT J**

## **Elevated Park Improvement Costs**

**SUMMARY - ELEVATED PARK**

Element	Subtotal	Total	Cost / SF	Cost / SF
<b>A) Shell (1-5)</b>		<b>\$83,191,477</b>		<b>\$899.81</b>
1 Foundations	\$20,798,684		\$224.96	
2 Vertical Structure				
3 Floor & Roof Structures	\$38,208,347		\$413.27	
4 Exterior Cladding	\$21,965,550		\$237.58	
5 Roofing and Waterproofing	\$2,218,896		\$24.00	
<b>B) Interiors (6-7)</b>				
6 Interior Partitions, Doors and Glazing				
7 Floor, Wall and Ceiling Finishes				
<b>C) Equipment and Vertical Transportation (8-9)</b>		<b>\$5,750,000</b>		<b>\$62.19</b>
8 Function Equipment and Specialties				
9 Stairs and Vertical Transportation	\$5,750,000		\$62.19	
<b>D) Mechanical and Electrical (10-13)</b>		<b>\$6,097,716</b>		<b>\$65.95</b>
10 Plumbing Systems	\$1,109,448		\$12.00	
11 Heating, Ventilation and Air Conditioning				
12 Electrical Lighting, Power and Communications	\$4,063,728		\$43.95	
13 Fire Protection Systems	\$924,540		\$10.00	
<b>E) Site Construction (14-16)</b>		<b>\$15,317,505</b>		<b>\$165.68</b>
14 Site Preparation and Demolition				
15 Site Paving, Structures & Landscaping	\$15,317,505		\$165.68	
16 Utilities on Site				
Subtotal		<u>\$110,356,698</u>		<u>\$1,193.64</u>
General Conditions	4.96%	\$5,473,692		\$59.20
Subtotal		<u>\$115,830,390</u>		<u>\$1,252.84</u>
General Requirements	3.27%	\$3,787,654		\$40.97
Subtotal		<u>\$119,618,044</u>		<u>\$1,293.81</u>
Precon GC's	0.30%	\$358,854		\$3.88
Subtotal		<u>\$119,976,898</u>		<u>\$1,297.69</u>
Builder's Risk on Direct Cost Only	0.65%	\$717,319		\$7.76
Subtotal		<u>\$120,694,216</u>		<u>\$1,305.45</u>
SDI		<i>Included</i>		<i>Included</i>
Subtotal		<u>\$120,694,216</u>		<u>\$1,305.45</u>
P&P	0.80%	\$965,554		\$10.44
Subtotal		<u>\$121,659,770</u>		<u>\$1,315.90</u>
Contractor's Fee	2.75%	\$3,345,644		\$36.19
Subtotal		<u>\$125,005,414</u>		<u>\$1,352.08</u>
Design / Construction Contingency	7.50%	\$9,375,406		\$101.41
Subtotal		<u>\$134,380,820</u>		<u>\$1,453.49</u>
Liability Insurance	0.70%	\$940,666		\$10.17
Total		<u>\$135,321,486</u>		<u>\$1,463.66</u>

**TOTAL ESTIMATED CONSTRUCTION COST** \$135,321,486 \$1,463.66



# **EXHIBIT K**

## **Town Square Improvement Costs**

**SUMMARY - TOWN SQUARE**

Element		Total	Cost / SF
1 Site Paving, Structures & Landscaping		\$11,987,561	\$171.25
2 Utilities on Site		\$2,385,000	\$34.07
Subtotal		<u>\$14,372,561</u>	<u>\$205.32</u>
General Conditions	4.96%	\$712,879	\$10.18
Subtotal		<u>\$15,085,440</u>	<u>\$215.51</u>
General Requirements	3.27%	\$493,294	\$7.05
Subtotal		<u>\$15,578,734</u>	<u>\$222.55</u>
Precon GC's	0.30%	\$46,736	\$0.67
Subtotal		<u>\$15,625,470</u>	<u>\$223.22</u>
Builder's Risk on Direct Cost Only	0.65%	\$93,422	\$1.33
Subtotal		<u>\$15,718,892</u>	<u>\$224.56</u>
SDI		<i>Included</i>	<i>Included</i>
Subtotal		<u>\$15,718,892</u>	<u>\$224.56</u>
P&P	0.80%	\$125,751	\$1.80
Subtotal		<u>\$15,844,643</u>	<u>\$226.35</u>
Contractor's Fee	2.75%	\$435,728	\$6.22
Subtotal		<u>\$16,280,370</u>	<u>\$232.58</u>
Design / Construction Contingency	7.50%	\$1,221,028	\$17.44
Subtotal		<u>\$17,501,398</u>	<u>\$250.02</u>
Liability Insurance	0.70%	\$122,510	\$1.75
Subtotal		<u>\$17,623,908</u>	<u>\$251.77</u>
Escalation to MOC, 07/31/24	12.89%	\$2,271,359	\$32.45
<b>TOTAL ESTIMATED CONSTRUCTION COST</b>		<b>\$19,895,267</b>	<b>\$284.22</b>

TOTAL AREA: 70,000 SF

## **EXHIBIT L**

# **Publicly Accessible Open Space Operations & Maintenance Costs**



### Town Square Plaza

This budget is for Town Square Plaza and includes Maintenance and Reserve elements. This is a stand alone budget and the Willow Village budget includes components and budget numbers for this park, which will

#### Maintenance

Area	Item	Units	Total Monthly	Total Annually	Standard
Town Square Plaza	Electricity	1	708.00	8,496.00	Utility
Town Square Plaza	Water	1	243.75	2,925.00	Utility
Town Square Plaza	Janitorial Maintenance	1	83.33	1,000.00	Industry Standard
Town Square Plaza	Janitorial Supplies	1	50.00	600.00	Industry Standard
Town Square Plaza	Landscape Area	7500	375.00	4,500.00	Estimated Quantity
Town Square Plaza	Landscape & Irrigation Supply	1	93.75	1,125.00	DRE
Town Square Plaza	Tree Maintenance	80	266.67	3,200.00	Industry Standard
Town Square Plaza	Minor Repairs	1	250.00	3,000.00	Industry Standard
Town Square Plaza	Refuse	10	150.00	1,800.00	DRE
Town Square Plaza	Pest Control	1	125.00	1,500.00	DRE
Town Square Plaza	Pet Waste Station Supplies	0	0.00	0.00	Industry Standard
Town Square Plaza	Lighting Maint. & Supply	50	0.00	0.00	Estimated Quantity
Town Square Plaza	Elevator Maintenance	0	0.00	0.00	Industry Standard
Town Square Plaza	Backflow Device Maintenance	1	33.33	400.00	Industry Standard
Town Square Plaza	Vandalism/Contingency	1	118.94	1,427.30	Industry Standard
<b>TOTAL MAINTENANCE</b>			<b>2,497.78</b>	<b>29,973.30</b>	

#### Reserves

Area	Item	Units	Unit Cost	Remain. Life	Total Monthly	Total Annually	Standard
General	Concrete Pavers	69,500	0.08	0	463.33	5,560.00	DRE
General	Concrete Seat Wall - LF	600	0.05	0	2.50	30.00	DRE
General	Entry Monument	0	0.00	20	0.00	0.00	Industry Standard
Amenities	Plaza Furniture	8	20,000.00	8	1,666.67	20,000.00	Industry Standard
Amenities	Pet Waste Station	0	2,250.00	10	0.00	0.00	Industry Standard
Amenities	Trash Receptacles	10	500.00	10	0.00	0.00	Estimated Quantity
Amenities	Tubular Steel Fence - LF	0	1.00	0	0.00	0.00	Industry Standard
Amenities	Tubular Steel Fence - SF	0	3.00	0	0.00	0.00	Industry Standard
Amenities	Railing - LF	0	3.00	0	0.00	0.00	Industry Standard
Amenities	Lighting - Pedestrian Poles	50	100.00	0	416.67	5,000.00	Estimated Quantity
Amenities	Drinking Fountains	0	1,500.00	10	0.00	0.00	See Willow Village Budget
Amenities	Elevators	0	4,000.00	8	0.00	0.00	DRE
Landscape	Irrigation Controllers	1	4,000.00	1	333.33	4,000.00	Industry Standard
Landscape	Tree Replacement - 3%	2	300.00	1	60.00	720.00	Industry Standard
Landscape	Landscape	7,500	0.05	0	31.25	375.00	Estimated Quantity
Landscape	Landscape - Synthetic Turf	0	0.05	0	0.00	0.00	Industry Standard
<b>TOTAL RESERVES</b>					<b>2,973.75</b>	<b>35,685.00</b>	
<b>TOTAL BUDGETED AMOUNT</b>					<b>5,471.53</b>	<b>65,658.30</b>	

**Public Access Park**

This budget is for Public Access Park and includes Maintenance and Reserve elements. This is a stand alone budget and the Willow Village budget includes components and budget numbers for this park, which will

**Maintenance**

Area	Item	Units	Total Monthly	Total Annually	Standard
Public Access Park	Electricity	1	159.00	1,908.00	Utility
Public Access Park	Water	1	2,470.90	29,650.80	Utility
Public Access Park	Janitorial Maintenance	1	83.33	1,000.00	Industry Standard
Public Access Park	Janitorial Supplies	1	50.00	600.00	Industry Standard
Public Access Park	Landscape Area	134,600	6,730.00	80,760.00	DRE
Public Access Park	Landscape & Irrigation Supply	1	1,682.50	20,190.00	DRE
Public Access Park	Tree Maintenance	0	0.00	0.00	See Willow Village Budget
Public Access Park	Minor Repairs	1	250.00	3,000.00	Industry Standard
Public Access Park	Playground Inspections	1	41.67	500.00	Industry Standard
Public Access Park	Pest Control	1	125.00	1,500.00	DRE
Public Access Park	Lighting Maint. & Supply	0	0.00	0.00	See Willow Village Budget
Public Access Park	Backflow Device Maintenance	1	33.33	400.00	Industry Standard
Public Access Park	Vandalism/Contingency	1	208.33	2,500.00	Industry Standard
<b>TOTAL MAINTENANCE</b>			<b>11,834.07</b>	<b>142,008.80</b>	

**Reserves**

Area	Item	Units	Unit Cost	Remain. Life	Total Monthly	Total Annually	Standard
General	Paint	0	0.16	0	0.00	0.00	See Willow Village Budget
General	CIP Concrete	670	0.05	0	2.79	33.50	DRE
General	Asphalt - Parking Lot	13,600	0.20	0	226.67	2,720.00	See Willow Village Budget
General	Entry Monument	1	10,000.00	20	41.67	500.00	Industry Standard
General	Playground Area, Equip, Fencing	1	1,000,000.00	15	5,555.56	66,666.67	Industry Standard
Amenities	Benches	8	1,200.00	15	53.33	640.00	Industry Standard
Amenities	Bike Racks	0	1,000.00	10	0.00	0.00	See Willow Village Budget
Amenities	Trash Receptacles	0	500.00	10	0.00	0.00	See Willow Village Budget
Amenities	Signage	0	5,000.00	0	0.00	0.00	See Willow Village Budget
Amenities	Drinking Fountains	0	1,500.00	10	0.00	0.00	See Willow Village Budget
Amenities	Restroom Fixtures	1	15,000.00	12	104.17	1,250.00	Industry Standard
Landscape	Irrigation Controllers	1	4,000.00	12	27.78	333.33	Industry Standard
Landscape	Tree Replacement	0	300.00	0	0.00	0.00	See Willow Village Budget
Landscape	Landscape	134,600	0.05	0	560.83	6,730.00	DRE
<b>TOTAL RESERVES</b>					<b>6,572.79</b>	<b>78,873.50</b>	
<b>TOTAL BUDGETED AMOUNT</b>					<b>18,406.86</b>	<b>220,882.30</b>	





### Elevated Park

This budget is for Elevated Park and includes Maintenance and Reserve elements. This is a stand alone budget and the Willow Village budget includes components and budget numbers for this park, which will

#### Maintenance

Area	Item	Units	Total Monthly	Total Annually	Standard
Elevated Park	Electricity	1	2,357.00	28,284.00	Utility
Elevated Park	Water	1	1,543.13	18,517.50	Utility
Elevated Park	Janitorial Maintenance	1	83.33	1,000.00	Industry Standard
Elevated Park	Janitorial Supplies	1	50.00	600.00	Industry Standard
Elevated Park	Landscape Area	86,250	4,312.50	51,750.00	DRE
Elevated Park	Landscape & Irrigation Supply	1	1,078.13	12,937.50	DRE
Elevated Park	Tree Maintenance	150	500.00	6,000.00	Estimated Quantity
Elevated Park	Minor Repairs	1	500.00	6,000.00	Industry Standard
Public Access Park	Playground Inspections	1	83.33	1,000.00	Industry Standard
Elevated Park	Pest Control	1	125.00	1,500.00	DRE
Elevated Park	Pet Waste Station Supplies	0	0.00	0.00	Industry Standard
Elevated Park	Lighting Maint. & Supply	24	60.00	720.00	Industry Standard
Elevated Park	Elevator Maintenance	4	1,166.67	14,000.00	Industry Standard
Elevated Park	Backflow Device Maintenance	1	33.33	400.00	Industry Standard
Elevated Park	Vandalism/Contingency	1	250.00	3,000.00	Industry Standard
<b>TOTAL MAINTENANCE</b>			<b>12,142.42</b>	<b>145,709.00</b>	

#### Reserves

Area	Item	Units	Unit Cost	Remain. Life	Total Monthly	Total Annually	Standard
General	CIP Concrete	1,370	0.05	0	5.71	68.50	DRE
General	Entry Monument	1	10,000.00	20	41.67	500.00	Industry Standard
General	Public Art	1	100,000.00	30	277.78	3,333.33	Industry Standard
General	Play Plaza Equipment	1	50,000.00	15	277.78	3,333.33	Industry Standard
General	Play Structure	1	75,000.00	15	416.67	5,000.00	Industry Standard
General	Picnic Plaza	1	30,000.00	15	166.67	2,000.00	Industry Standard
General	Plaza Kiosk	1	25,000.00	15	138.89	1,666.67	Industry Standard
Amenities	Concrete Seats	8	2,500.00	15	111.11	1,333.33	Industry Standard
Amenities	Benches	8	1,200.00	15	53.33	640.00	Industry Standard
Amenities	Pet Waste Station	4	2,250.00	10	75.00	900.00	Industry Standard
Amenities	Trash Receptacles	0	500.00	10	0.00	0.00	See Willow Village Budget
Amenities	Tubular Steel Fence - LF	500	1.00	0	41.67	500.00	Estimated Quantity
Amenities	Tubular Steel Fence - SF	6,000	3.00	0	1,500.00	18,000.00	Estimated Quantity
Amenities	Railing - LF	1,520	3.00	0	380.00	4,560.00	Estimated Quantity
Amenities	Lighting - Pedestrian Poles	24	100.00	0	200.00	2,400.00	Industry Standard
Amenities	Drinking Fountains	0	1,500.00	10	0.00	0.00	See Willow Village Budget
Amenities	Elevators - Cab Refurbishment	4	5,000.00	10	166.67	2,000.00	DRE
Landscape	Irrigation Controllers	1	4,000.00	1	333.33	4,000.00	Industry Standard
Landscape	Tree Replacement - 3%	5	300.00	1	112.50	1,350.00	Industry Standard
Landscape	Landscape	86,250	0.05	0	359.38	4,312.50	DRE
Landscape	Landscape - Synthetic Turf	0	0.20	1	0.00	0.00	See Willow Village Budget
<b>TOTAL RESERVES</b>					<b>4,658.14</b>	<b>55,897.67</b>	
<b>TOTAL BUDGETED AMOUNT</b>					<b>16,800.56</b>	<b>201,606.67</b>	

Facility	Opex	Reserves	Total
Community Park	142,009	78,874	220,882
Dog Park	19,627	10,481	30,107
Elevated Park	145,709	55,898	201,607
Town Square	29,973	35,685	65,658
<b>Totals</b>	<b>337,318</b>	<b>180,937</b>	<b>518,255</b>

Annual Opex and Reserves 30 years 15,547,636  
 NPV of Opex and Reserves 6% Discount **7,133,693**

# **EXHIBIT M**

## **Food Subsidies - Mobile Market**

## COMMUNITY MOBILE MARKET

Description	Rate per unit	Qty	# Weeks	Annual Total	NOTES
<b>PRODUCT</b>					
<b>Community Mobile Market (MPK)</b>					
Meal Deal Bags (Classic & Veg)	\$29	400	42	\$493,500	Rate per unit =wholesale cost per bag; quantities are based on current sales numbers
Farm Boxes (Ag products)	\$24	375	42	\$376,945	Rate per unit =wholesale cost per bag; quantities are based on current sales numbers
Ala Carte Product – Dairy, Meat, Mini Meals, flowers, etc	\$90	100	42	\$378,000	Rate per unit =wholesale cost per all individual items combined; quantities are based on current sales numbers
<b>Subtotal</b>	<b>\$143</b>			<b>\$1,248,445</b>	

Description	Rate per unit	Qty	# Weeks	Annual Total	NOTES
<b>MANAGEMENT &amp; LOCAL LABOR</b>					
Local Labor	\$10,982.40		52	\$571,084.80	12 employees @ approx \$23/hour x 40 hours per week
Program Management	\$1,220.30		52	\$63,455.60	Flat rate for weekly program management x 52 weeks
<b>Subtotal</b>	<b>\$12,203</b>			<b>\$634,540</b>	

Description	Rate per unit	Qty	# Weeks	Annual Total	NOTES
<b>EQUIPMENT, RENT, SUPPLIES</b>					
All costs are shared between 3 programs that FB funds and operate year-round. "4" (as in 4 months out of 12) is used to divide up the costs evenly between the 3 programs.					
Vehicle costs, insurance & maintenance	\$35,800	4.0		\$143,200	*5 truck leased (see below photo)
Equipment (generators, fork lifts, fridge, all warehouse equipment costs)	\$9,105	4.0		\$36,420	
Supplies (Office, farm boxes, cleaning, misc warehouse supplies)	\$1,703	4.0		\$6,812	
Warehouse Rental	\$20,092	4.0		\$80,368	7,500 sq ft warehouse space leased for inventory needs
<b>Subtotal</b>	<b>\$66,700</b>	<b>16.0</b>		<b>\$266,800</b>	

<b>TOTAL PROJECT FEES</b>				<b>\$2,149,785</b>
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TOTAL ANNUAL MOBILE MARKET COSTS X 2 YEARS      \$4,299,570  
 CONTINGENCY      \$100,000  
 TOTAL MOBILE MARKET PROGRAM COSTS      \$4,399,570

**ROUNDED VALUE      \$4,400,000**

**Mobile Market Truck Fleet (4 of 5 pictured)**





## Draft Memorandum

**To:** Kyle Perata, Acting Planning Manager  
Deanna Chow, Assistant Community Development Director  
Justin Murphy, Deputy City Manager

**From:** Chelsea Guerrero, Vice President  
Stephanie Hagar, Associate Principal

**Date:** April 27, 2022

**Re:** Evaluation of Revised Willow Village Project Community Amenities Proposal

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### Purpose

This memorandum provides BAE's assessment of the value of the applicant's revised community amenities proposal for the proposed Willow Village project in Menlo Park. The City-approved appraisal for the project site identified a required amenity value of \$133.3 million, and the project applicant has submitted a community amenities proposal package that consists of several different components. The applicant has provided an assessment of the value of each component of the revised community amenities proposal and estimated the total value of the revised community amenities proposal package at approximately \$295.6 million. This memorandum does not assess whether the proposed amenities are appropriate, whether they fall within the current amenity list adopted by City Council resolution, or whether the same amenities have already been provided by another applicant. This memorandum evaluates the methodologies and key assumptions that the applicant used to determine the value of the revised community amenities proposal package and provides BAE's determination of the value of each component.

### Key Findings

Table 1 on the next page provides a summary of the value of each component of the applicant's revised community amenities proposal package. As shown, BAE found that the total value of the applicant's revised community amenities proposal package is \$267,117,746.

It should be noted that BAE's valuation of the applicant's community amenity proposal package is based on current development program components and preliminary design concepts that are subject to change as the project undergoes review and approval. Hence, some aspects of the valuation of the community amenities proposal may require adjustments

depending on the final project components and design approved by the City. Therefore, the City may wish to incorporate an audit provision in the development agreement with the developer for the purposes of verifying that community amenities are provided in a manner that is consistent with this evaluation.

**Table 1: Summary of Community Amenity Proposal Valuation for Proposed Willow Village Project**

<b>Amenity</b>	<b>Applicant Valuation</b>	<b>BAE Valuation</b>
Grocery Store Space	\$33,276,808	\$30,450,935
Grocer Space Rent Subsidy	\$2,014,800	\$1,972,630
Pharmacy	\$1,405,346	\$992,340
Dining Options	\$10,064,499	\$10,316,257
Community Entertainment Offerings	\$11,768,423	\$12,247,793
Bank or Credit Union	\$1,504,156	\$1,557,964
Willow Road Tunnel Bike and Pedestrian Paths	\$35,467,818	\$22,250,919
Elevated Park Improvement Costs	\$135,321,486	\$133,668,672
Town Square Improvement Costs	\$17,623,908	\$15,517,431
Dog Park Improvements	\$1,197,682	\$1,058,510
Teacher Housing Rent Subsidies	\$1,906,772	\$1,745,319
Excess Public Open Space	\$24,115,309	\$18,078,137
Open Space Operations & Maintenance Costs	\$7,133,693	\$4,656,361
Funding for Job Training Programs	\$8,363,395	\$8,304,907
Community Mobile Market Funding	\$4,400,000	\$4,299,571
<b>Total</b>	<b>\$295,564,095</b>	<b>\$267,117,746</b>

### **Project Description**

The proposed project, the Willow Village Master Plan, would consist of approximately up to 1,730 residential units, up to 200,000 square feet of non-office/commercial retail, approximately 1,600,000 square feet of office use (up to 1.25 million sf of office space, with the balance [e.g., space for accessory uses, including meeting and collaboration space totaling 350,000 sf if the square footage for office use is maximized] in multiple buildings), a hotel, publicly accessible park improvements, and open space. The project applicant is seeking approvals to construct the project at the bonus level density, floor area ratio (FAR), and height in exchange for community amenities, as defined in the Zoning Ordinance. The Zoning Ordinance allows a project to develop at a greater level of intensity with an increase in

density, floor area ratio, and/or height in exchange for providing community amenities, which are intended to address identified community needs that result from the effect of the increased development intensity on the surrounding community. Community amenities also enable the surrounding community to benefit from the substantial increase in project value that is attributable to the increase in density, floor area, and/or height enabled through the Zoning Ordinance. Full project details are available on the City of Menlo Park website (<https://www.menlopark.org/1251/Willow-Village>).

## **Community Amenities Proposal**

Because the proposed project would be built at the bonus level of development, the project applicant is required to provide community amenities in exchange for the additional development potential that is allowable under the bonus level density. In the case of the subject project, an appraisal commissioned by the City determined that the value of the required community amenity must equal a minimum of \$133.3 million. The project applicant has proposed a package of community amenities that includes a full-service grocery store with subsidized rent for two years, pharmacy services, a bank or credit union, dining options, entertainment offerings, teacher housing rent subsidies, park improvements, publicly accessible open space (above minimum required by Zoning Ordinance), open space operations and maintenance, and a community mobile market.

## **Valuation of Community Amenities Proposal**

This section describes the applicant's methodology for assigning a value to each component of the revised proposal package, presents BAE's methodology for assigning a value to each component, and provides BAE's independent determination of the value of each component. For evaluating and estimating community amenity construction costs, BAE engaged Leland Saylor and Associates (LSA), a highly qualified construction cost consultancy based in San Francisco and Los Angeles. LSA has over 30 years' experience in cost analysis and construction management focusing on education, civic and transit projects, as well as other publicly funded projects.

### ***Grocery Store Space***

The applicant plans to provide a grocery store on the ground floor of one of the residential buildings in the project along with shared parking spaces that would serve the grocery store. The applicant's valuation of the grocery store includes a value for the space itself as well as a value for a rent subsidy that the applicant would pay on behalf of the grocery store operator. This section addresses the valuation of the space itself. The valuation of the grocery store rent subsidy is addressed in a following subsection of this report.

The applicant's assessment of the value of the grocery store space is based on construction costs for the building shell, construction costs for the parking spaces allocated to the grocery store use, and a proposed additional financial contribution for tenant improvements. The applicant's proposal states that the applicant would provide an additional landlord tenant



improvement contribution to offset the grocery store operator's costs to build out the space. BAE's valuation of the applicant's proposal is also based on the cost to construct the grocery store space. However, BAE's cost estimate is based on an independent assessment of the incremental costs associated with constructing the commercial building shell and grocery store parking spaces. The independent cost estimate assesses the incremental costs associated with including the grocery store space and grocery store parking components within the project, net of all costs that the developer would incur regardless of whether the applicant included these components. Some costs associated with developing the project, such as construction costs for residential space, residential parking, demolition, landscaping, and some site work, would be incurred regardless and are not affected by the inclusion of the grocery store space and are therefore not included in the incremental cost associated with providing the grocery store space as a community amenity. The incremental construction cost approach values the commercial building shell and grocery store parking components based on the estimated added cost associated with including these components within the project. BAE's valuation also excludes the cost of a standard tenant improvement allowance for the grocery store space but does include an additional proposed tenant improvement allowance that exceeds the standard allowance. Because a standard tenant improvement allowance would typically be included in the base rent for the grocery store, the value of a standard tenant improvement allowance is incorporated into the value of the applicant's proposed rent subsidy for the grocery store. BAE's valuation excludes the \$35 per square foot tenant improvement allowance from the applicant's warm shell construction cost estimate on the basis that this allowance is already accounted for in the value of the base rent subsidy for the grocery store. BAE's valuation includes the additional \$140 per square foot landlord tenant improvement contribution amount on the basis that this contribution is above and beyond the standard tenant improvement allowance amount that would be covered in a typical commercial lease.

**Applicant's Valuation of Proposal for Grocery Store Space.** The applicant's valuation of the grocery store space is summarized in Table 2. As shown, the applicant's valuation of the proposed grocery store space totals \$33,276,808 and consists of five components: cold shell construction costs for a 37,563 square-foot grocery store (\$9,312,014), warm shell construction costs for the grocery store (\$6,732,392), estimated parking construction costs for the grocery store (\$6,142,967), a landlord contribution toward tenant improvements (\$5,543,300), and soft costs for all of the above (\$5,546,135). It should be noted that the proposed grocery store square footage has changed during the course of this analysis and that different square footages may be used for the exterior shell vs. interior improvements, and therefore the materials from the applicant show three slightly different square footage figures. The applicant's cold shell and warm shell construction cost estimates show a grocery store space measuring 37,563 square feet and 37,173 square feet, respectively. As of the writing of this memorandum, the proposed grocery store square footage totals 39,595, which is the figure that the applicant used to calculate an additional landlord contribution toward tenant

improvements as well as the number of parking spaces that are allocated to the grocery store for the purpose of calculating the grocery store parking construction cost.

**Table 2: Applicant Valuation of Proposal for Grocery Store Space**

	<b>Revised Applicant Valuation</b>
Grocery Cold Shell Construction Costs	\$9,312,014
Grocery Warm Shell Construction Costs	\$6,732,392
Estimated Parking Construction Costs for Grocery Store Use	\$6,142,967
Proposed Additional Landlord Tenant Improvement Contribution	<u>\$5,543,300</u>
<b>Subtotal, Grocery Store Hard Construction Costs</b>	<b>\$27,730,673</b>
Soft Costs	<u>\$5,546,135</u>
<b>Total Value of Grocery Store Space</b>	<b>\$33,276,808</b>
<b>Key Assumptions</b>	
Grocery Square Footage in Cold Shell Cost Estimate	37,563
Grocery Square Footage in Warm Shell Cost Estimate	37,173
Total Proposed Grocery Store Square Footage	39,595
Proposed Additional Tenant Improvement Contribution (\$ / proposed sf)	\$140
Total Parking Spaces on Parcel 2	634
Parking Spaces Allocated to Grocery Store (3.3 spaces / 1,000 proposed sf)	130.7
Other Commercial Parking Spaces on Parcel 2	151.3
Total Residential Parking Spaces on Parcel 2	352
Total Parcel 2 Parking Construction Costs	\$29,806,649
Grocery Parking Spaces as % of Total Parking Spaces	20.6%
Estimated Parking Construction Costs for Grocery Store Use	\$6,142,967
Soft Costs as a % of Hard Costs	20%

Sources: Signature Development Group; BAE, 2022.

The applicant provided detailed construction cost estimates to support the applicant's assessment of the value of the cold shell and warm shell construction costs for the grocery store space shown in Table 2. The applicant's assumption for the number of parking spaces associated with the grocery store use (130.7 spaces) is based on the maximum parking requirements allowable for retail uses under current zoning (3.3 spaces per 1,000 square feet), which City staff have confirmed is an appropriate parking ratio for the purpose of allocating parking construction costs to the grocery store. To estimate parking construction costs for the grocery store use, the applicant provided an estimate of the total parking costs for the entire parcel (\$29,806,649), inclusive of the residential parking spaces in the basement of the mixed-use building, and then allocated parking costs to the grocery store use based on the number of grocery store parking spaces as a share of the total parking spaces on the parcel (130.7 grocery store parking spaces ÷ 634 total parking spaces). As noted above, the applicant used the current proposed grocery store square footage of 39,595 square feet to allocate parking spaces to the grocery store use.

The project applicant's proposal for the grocery store space also includes an additional landlord tenant improvement contribution for the grocery store operator that occupies the space, equal to \$140 per proposed square foot (\$5,543,300 total additional tenant improvement contribution ÷ 39,595 proposed square feet). In a typical commercial space lease, the property owner provides new tenants with a tenant improvement allowance to cover a portion of the cost to build out the interior of the space to suit the tenant's needs. The total cost of tenant improvements often exceeds the tenant improvement allowance provided by the property owner, and the tenant bears the remainder of the cost. The applicant's warm shell construction cost estimate includes a base tenant improvement allowance reimbursement totaling \$1,301,055, equal to \$35 per square foot (using the 37,173-square-foot store size as noted above). According to the applicant, the proposed additional \$140 per square foot tenant improvement contribution would be in addition to, and entirely separate from, the base tenant improvement allowance that is included in the applicant's detailed warm shell cost estimate for the grocery store space. The applicant applied a 20-percent soft cost allowance to the \$140-per-square-foot allowance, effectively resulting in an assumed allowance equal to \$168 per square foot.

**BAE's Valuation of Proposal for Grocery Store Space.** BAE's valuation of the proposal for the grocery store space is based on the estimated construction cost associated with providing the space, similar to the methodology that the applicant used to value the space. However, BAE's valuation is based on an independent cost estimate prepared by LSA to assess the incremental costs to the developer associated with constructing the grocery store space and associated parking spaces that would serve the grocery store use. The purpose of the independent assessment was to estimate the costs that would be associated with constructing the grocery store space and grocery store parking spaces as separate components within the project, net of the costs that the developer would incur regardless of whether the applicant included these components. As stated above, certain costs associated with constructing the building where the grocery store would be located – such as construction costs for residential space, residential basement parking, demolition, landscaping, and some site work – would be incurred regardless and are not affected by the inclusion of the grocery store space. Therefore, these costs are not included in the incremental cost associated with providing the grocery store space as a community amenity. BAE's analysis applied a 20-percent soft cost assumption to the incremental construction cost estimate to value the grocery store space as a community amenity.

LSA's incremental construction cost estimate for the revised proposal is based on a 37,563-square foot grocery store space, which is consistent with the detailed cold shell cost estimate that was provided by the applicant. As mentioned above, the applicant has since updated the proposed grocery store square footage to total 39,595 square feet. LSA used the same parking ratio proposed by the applicant for the grocery store space (3.3 spaces per 1,000 square feet) to allocate parking spaces to the grocery store use. However, LSA's assumption for the total number of parking spaces allocated to the grocery store use (124 spaces) is lower



than the total number of grocery store parking spaces shown in the applicant's estimate (130.7 spaces) because LSA's incremental parking cost estimate is based on the applicant's prior proposal for a 37,563-square-foot grocery store space, rather than the current proposed 39,595-square-foot space. To estimate the incremental construction cost for the applicant's current grocery store proposal, BAE calculated the cost per gross grocery store square foot from LSA's February 2022 estimate and applied that figure to the current proposed grocery store square footage. As shown in Table 3, BAE's valuation applies a 20 percent soft cost assumption to the incremental construction cost estimate for the commercial building shell and grocery store parking spaces.

Unlike the applicant's construction cost estimate for the grocery store space, LSA's incremental cost estimate excludes all items that would normally be categorized as tenant improvements. A standard commercial lease typically includes a tenant improvement allowance, which is included as part of the tenant's base rent. As discussed in further detail in the following subsection of this memorandum, the proposed community amenity package includes a rent subsidy for the grocery store operator in addition to the construction of the grocery store space itself. Because a standard tenant improvement allowance would often be included in the base rent, the value of a standard tenant improvement allowance is incorporated into the value of the rent subsidy. Therefore, including the cost of a standard tenant improvement allowance into the value of constructing the store space would essentially double-count the value of the standard allowance – once in the construction cost estimate and again in the value of the rent subsidy. This is a somewhat conservative approach to avoid overvaluing the grocery store space, as tenant improvement allowances and lease rates are typically negotiated as part of the lease-up process, and therefore some grocery store leases do not include a tenant improvement allowance as part of the base rent. For example, a tenant might choose to forego a tenant improvement allowance in exchange for a lower rental rate.

Separate from a standard tenant improvement allowance, BAE's valuation of the grocery store space includes the applicant's proposed additional landlord tenant improvement contribution of \$140 per square foot as a distinct line item separate from the value of constructing the building shell. This additional contribution exceeds the standard allowance that would be included in the base rent for the space. In effect, BAE's approach excludes the \$35 per square foot tenant improvement allowance from the applicant's warm shell construction cost estimate on the basis that this allowance is included in the base rent subsidy but includes the additional \$140 per square foot landlord tenant improvement contribution on the basis that this contribution is above and beyond the amount that would be covered in a typical commercial lease. Unlike the applicant's valuation, BAE's assessment of the value of the additional landlord tenant improvement contribution does not include soft costs. The applicant's proposal does not explicitly commit to covering soft costs associated with the additional \$140 per square foot allowance, and therefore this analysis assumes that any

additional soft costs would be covered by the grocery store tenant and would not constitute a community amenity.

BAE's total valuation of the applicant's proposal for the grocery store space is \$30,450,935, which is \$2,825,873 less than the applicant's valuation. It should be noted that the grocery store, like much of the project proposal, is currently in a conceptual planning phase, and the factors that affect the value of the grocery store as a community amenity could change before the grocery store is complete and operational. As the grocery store proposal is further refined, any future changes to the square footage of the grocery store would affect the estimated value. In addition, the total cost of tenant improvements and the tenant improvement allowance that will be included in the base rent will ultimately depend on the specific grocer and the terms under which the property owner provides the space to the grocery store tenant. According to the applicant, there is no specific grocery store tenant identified at this time, nor is there an identified future owner for the space to act as the grocery store tenant's landlord. During the lease-up process, negotiations between the landlord and tenant could result in a tenant improvement allowance that is included in the base rent that differs from the \$35 per square foot figure provided by the project applicant, with potential implications for the base rent that is discussed in the following subsection of this report. The analysis provided in this memorandum provides a reasonable estimate of the value of the applicant's proposal to provide a grocery store as a community amenity based on the information that is currently available. However, the actual value may differ somewhat from this estimate as the grocery store is constructed, leased, and begins operations. The City may choose to review the final lease agreement between the property owner and the grocery store operator to ensure that the terms of the lease align with the terms that drive the valuation estimate provided in this analysis.

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**Table 3: BAE Valuation of Proposal for Grocery Store Space**

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	<b>Revised BAE Valuation</b>
Total Incremental Construction Costs (a)	<u>\$20,756,362</u>
Soft Costs for Building Shell and Parking	\$4,151,272
Total Proposed Financial Contribution for Tenant Improvement Costs	<u>\$5,543,300</u>
<b>Total Value of Grocery Store Space</b>	<b>\$30,450,935</b>

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**Key Assumptions**

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Proposed Grocery Store Square Footage	39,595
<b>Incremental Construction Cost Estimate Assumptions</b>	
Total Incremental Construction Cost (incl. grocery parking) (a)	\$19,691,154
Grocery Store Square Footage used for Incremental Const. Cost Estimate (a)	37,563
Est. Incremental Construction Cost per Square Foot (a)	\$524.22
Soft Costs as a % of Hard Costs	20%
Total Proposed Contribution for Tenant Improvement Costs	\$5,543,300
Proposed Additional Landlord Tenant Improvement Contribution (per sq. ft.)	\$140

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**Notes:**

(a) Incremental construction costs for the grocery store space and associated parking spaces are based on the February 2022 estimate prepared by Leland Saylor Associates (LSA). The project applicant has since revised the grocery store square footage. This analysis uses the cost per square foot from the February 2022 incremental construction cost estimate and applies that figure to the updated square footage. For more information on the February 2022 estimates, refer to the detailed estimate..

Sources: Leland Saylor Associates; BAE, 2022.

**Rent Subsidy for Grocery Store**

The applicant's community amenities proposal states that the applicant will subsidize rental costs for the grocery store space for a period of two years. The applicant has indicated that the mixed-use building with the grocery store will be subdivided, with the grocery store condominium space sold to an entity that will be separate from the owner of the residential portion of the building. However, the owner of the grocery store space may or may not be associated with the project applicant. According to the applicant, the applicant will likely form a special purpose entity to own and lease the space to the grocer and will likely sell the grocery store space or refinance after some period of time. Because the grocery store will rely in part on support from residents and workers that will occupy the development that will occur in subsequent phases of the project, the applicant anticipates that a free rent incentive or a direct rent subsidy will be necessary for the first two years of the grocery store's operation in order to bring a grocery store tenant into the space during the earlier phases. Both the applicant's valuation and BAE's valuation of the rent subsidy are based on the concept that the subsidy brings the grocery store to the area in the first phase of the project, when demand for a grocery store is more limited, rather than one of the later phases.

**Applicant's Valuation of Grocery Store Rent Subsidy.** The applicant's valuation of the rent subsidy is equal to the assumed monthly rent for the store multiplied by 24 months. The applicant assumes that the market-rate rent for the space is equal to \$2.30 per square foot per month, triple net (NNN), with no annual increase in the second year, resulting in an



estimated community amenity value of \$2,014,800 (\$2.30/mo. x 24 mo. x 36,500 sq. ft.). In a standard NNN lease, the tenant pays the NNN rent amount plus all other expenses (i.e., “triple net expenses”) for the property, including utilities, property taxes, building insurance, and maintenance. This is in contrast to a full-service lease, where the rental rate covers all expenses for the property. The applicant’s proposal does not assign any community amenity value for the triple net expenses for the grocery store space, which suggests that the tenant would be responsible for all triple net costs associated with renting the grocery store space and that the applicant’s subsidy would cover the rent only.

**BAE’s Valuation of Grocery Store Rent Subsidy.** BAE’s valuation of the grocery store rent subsidy is relatively similar to the applicant’s valuation, with some minor adjustments, including calculating the present value of the subsidy. BAE reviewed data from CoStar on supermarket rents in Menlo Park, East Palo Alto, Palo Alto, and Redwood City, and determined that the applicant’s NNN rent assumption of \$2.30 per square foot per month is reasonable. However, BAE applied a standard 3.0 percent rent escalation for the second year of the subsidy to calculate the total rent amount for the two-year period, then calculated the net present value of the rent subsidy. These calculations are shown in Table 4 below. As shown, this analysis results in a valuation of \$1,972,630 for the grocery store rent subsidy, \$42,170 less than the valuation provided by the applicant.

The value of the grocery store rent subsidy will ultimately depend on the terms under which the property owner provides the space to a grocery store operator. BAE’s valuation (\$1,972,630) is based on a scenario in which the applicant will construct the grocery store space and either:

- a) sell it to a third party that will rent the space to a grocery store tenant, with the applicant paying the rent for the space for the first two years, including rent escalation in year 2, either through direct payments to the owner or to the grocery store tenant; or
- b) retain ownership of the space and provide it to the grocery store tenant rent-free for a period of two years.

BAE’s analysis does not model a scenario in which the applicant would sell the space to a third party with the expectation that the third-party owner would offer free rent to a grocery store tenant, with no direct subsidy from the applicant. In this scenario, the two-year rent subsidy would result in the applicant receiving a lower sale price for the space compared to a scenario in which no rent subsidy is required. However, the magnitude of the financial impact to the applicant in this scenario may not be equivalent to the financial impact that BAE has modeled in this analysis.

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**Table 4: BAE Valuation of Grocery Store Rent Subsidy**

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<b>Year</b>	<b>0</b>	<b>1</b>
Space Rent Subsidy	\$1,007,400	\$1,037,622
Present Value	\$1,007,400	\$965,230
<b>NPV of Cash Flows</b>		<b>\$1,972,630</b>
<b>Assumptions</b>		
Year 0 Rent (NNN) (\$/sf/month)		\$2.30
Rentable Grocery Store Space (sf)		36,500
Annual Growth Rate		3.0%
Assumed Discount Factor		7.5%

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Sources: Signature Development Group; BAE, 2021.

### ***Pharmacy Services***

The applicant's community amenity proposal includes 2,500 square feet for pharmacy services, which could consist of a small stand-alone pharmacy or 2,500 square feet of pharmacy uses within another use, such as a pharmacy within the grocery store. The applicant has not yet proposed an exact location for the pharmacy services. The proposal to include 2,500 square feet of pharmacy services is a reduction from the applicant's initial proposal to provide a 12,000-square-foot, stand-alone pharmacy. The initial proposal consisted of a remodel of a portion of an existing building on the Hamilton Avenue Parcel North and the construction of an addition to the building to create the 12,000-square-foot space.<sup>1</sup> The applicant's valuation of the proposal for pharmacy services is based on LSA's incremental cost estimates for the bank or credit union commercial space, including commercial parking spaces, adjusted based on the proposed 2,500 square foot pharmacy space. BAE's estimate is based on LSA's estimate of the incremental cost of constructing a 2,500-square-foot building addition on Hamilton Avenue Parcel North, which LSA prepared in response to the applicant's initial proposal.

**Applicant's Valuation of Proposal for Pharmacy Services.** Although the applicant's proposal does not specify an exact location for the pharmacy space, the applicant proposes to value the pharmacy space amenity using an incremental cost for one of the other new commercial spaces proposed within the mixed-use building on parcel 3. Specifically, the applicant proposes to use LSA's November 2021 incremental cost per square foot estimate for the bank or credit union commercial space, which includes the incremental cost of constructing the new commercial space plus parking spaces allocated to the bank or credit union use. A summary of the applicant's proposed method for valuing the revised proposal for the pharmacy space is provided in Table 5 below.

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<sup>1</sup> According to the applicant, the change in the applicant's proposal for pharmacy services has been informed by discussions with individuals in the pharmacy industry and recent actions by major pharmacy chains to close and downsize thousands of pharmacies nationwide. The applicant has reduced the size of the pharmacy space to 2,500 square feet based on industry forecasts and feedback from users of pharmacy spaces.

**Table 5: Applicant’s Proposed Method for Valuing the Revised Proposal for the Pharmacy Space**

	<b>Applicant Valuation (Revised)</b>
Proposed Square Feet	2,500
Adjusted Incremental Cost per Sq. Ft. (a)	\$468.45
Total Incremental Hard Construction Costs	\$1,171,122
Soft Costs	<u>\$234,224</u>
<b>Total Value of Proposed Amenity</b>	<b>\$1,405,346</b>
<b>Key Assumptions</b>	
Soft Costs as a % of Hard Costs	20%

Note:

(a) The applicant adjusted LSA’s November 2021 incremental cost estimate for the bank or credit union on parcel 3 to re-allocate parking spaces to the commercial space based on the maximum allowable parking ratio for retail uses under current zoning. The applicant’s adjusted incremental cost estimate is slightly higher than the incremental cost shown in LSA’s November 2021 cost estimate.

Sources: Signature Development Group; BAE, 2022.

**BAE’s Valuation of Proposal for Pharmacy Services.** While BAE used an incremental construction cost approach to value the proposal for pharmacy services, BAE’s approach differs from the approach proposed by the applicant. The applicant’s proposed method for determining the value of the pharmacy space only applies to a scenario where the pharmacy space is provided on the ground floor of the mixed-use building on parcel 3. In this scenario, new shared commercial parking spaces within the mixed-use building would be allocated to the pharmacy use at the maximum ratio allowable under current zoning. The total incremental costs associated with constructing new commercial space and allocated parking spaces on parcel 3 would be much higher than the incremental costs associated with remodeling an existing space or constructing a building addition at the existing shopping center at Hamilton Avenue Parcel North.

Due to the uncertainty related to the future location and configuration of the pharmacy services, BAE’s valuation is based on a more conservative approach compared to the applicant’s valuation to avoid overestimating the applicant’s actual cost of constructing the pharmacy space and the potential value of the applicant’s revised proposal. However, BAE’s approach could still overestimate the value of the revised proposal, as the final configuration of the proposed pharmacy services is yet to be determined. BAE’s valuation of the revised proposal for pharmacy services is based on the incremental cost of constructing a 2,500-square-foot building addition on Hamilton Avenue Parcel North.

To estimate the incremental cost of constructing a 2,500-square-foot building addition for a pharmacy, BAE relied on the incremental construction cost estimates that LSA provided for the applicant’s initial proposal for a 12,000-square-foot pharmacy, as shown in Attachment 3. The



incremental cost estimate in the attachment shows the cost of constructing a building addition as a line item separate from the cost of remodeling the existing building space. As shown in Table 6, BAE used the estimated incremental cost of constructing the new building addition (\$330.78 per square foot) from LSA’s November 2021 incremental cost estimate for the pharmacy space on Hamilton Avenue Parcel North to determine the value of the applicant’s revised proposal for the pharmacy space as part of this evaluation. As shown, this analysis results in a valuation of \$992,340 for the pharmacy space, \$413,006 less than the valuation provided by the applicant.

However, it should be noted that the pharmacy proposal is still in the conceptual phases and will continue to evolve over time as the applicant finalizes the location and configuration of the space, which may result in a value for the pharmacy services that is higher or lower than the estimate provided in the table below. If the pharmacy is located within the grocery store or one of the other commercial spaces that are included in the applicant’s proposal, with no change in the overall square footage of the commercial space that includes the pharmacy, inclusion of the pharmacy would not affect the cost of the building core, shell, or parking for the grocery store or other commercial space. In this instance, the additional incremental construction cost associated with including the pharmacy in one of these commercial spaces, compared to the cost of building the commercial space without the pharmacy, would be zero. If the final proposal for pharmacy services consists of using a portion of one of the commercial spaces that are part of the overall community amenity package, the City could consider valuing the pharmacy space based on its share of the overall commercial space and reducing the value of the remaining commercial space by the same amount.

**Table 6: BAE Valuation of Revised Proposal for Pharmacy Space**

	<b>BAE Valuation (Revised)</b>
Proposed Commercial Square Feet	2,500
Number of Allocated Parking Spaces (a)	0
Estimated Incremental Cost per Sq. Ft. (b)	\$330.78
Total Incremental Hard Construction Costs	\$826,950
Soft Costs	<u>\$165,390</u>
<b>Total Value of Pharmacy Space</b>	<b>\$992,340</b>
<b>Key Assumptions</b>	
Soft Costs as a % of Hard Costs	20%

**Notes:**

(a) This analysis assumes that there is sufficient existing surface parking on the Hamilton parcel to serve a new 2,500-square-foot pharmacy space at the maximum parking ratio allowable under current zoning (3.3 spaces per 1,000 square feet).

(b) Incremental hard construction cost estimate for the new commercial building addition on the Hamilton parcel based on the November 2021 concept estimate prepared by Leland Saylor Associates (LSA). For more information, refer to the detailed estimate provided in Attachment 3.

Sources: Leland Saylor Associates; BAE, 2022.

**Other Commercial Space Amenities**

The applicant’s revised proposal includes new commercial space for a bank or credit union, dining options, and community entertainment offerings within the mixed-use building located on parcel 3. The applicant’s revised proposal also includes commercial parking spaces to accommodate the new commercial uses. The applicant’s valuations rely in part on incremental cost estimates that LSA prepared in November of 2021, which were based on a prior proposal that the applicant had previously submitted for the commercial spaces. The applicant adjusted LSA’s November 2021 incremental cost estimates to re-allocate parking spaces and associated incremental parking costs for each commercial space based on the maximum parking requirements for retail uses under current zoning. The applicant then applied the adjusted incremental cost estimates to the new proposed commercial square footages in the applicant’s revised proposal in order to determine the value of providing the commercial spaces and associated parking spaces under the applicant’s revised proposal. BAE’s valuation is based on a revised cost estimate prepared by LSA in March of 2022 that assesses the incremental costs of constructing the commercial spaces and allocated parking spaces as they are proposed in the applicant’s revised proposal.

**Applicant Valuation of Proposal for Other Commercial Spaces.** As mentioned above, the applicant’s valuations rely on incremental cost estimates that LSA prepared in November of 2021 for a prior proposal submitted for the commercial spaces within the mixed-use building located on parcel 3. LSA’s assumption for the number of parking spaces associated with each commercial space in the November 2021 incremental cost estimate was based on the minimum parking requirements allowable for retail uses under current zoning (2.5 spaces per 1,000 square feet). The applicant adjusted LSA’s November 2021 incremental cost estimates to re-allocate parking spaces for the commercial spaces based on the maximum allowable parking ratio for retail uses under current zoning to estimate the value of the proposed commercial spaces in the applicant’s revised proposal. This approach for allocating parking construction costs to the commercial uses was confirmed through discussions with City staff. These calculations are shown in Table 7.

**Table 7: Applicant Valuation of Proposal for Other Commercial Spaces**

<b>Applicant Valuation (Revised)</b>	<b>Bank/ Credit Union</b>	<b>Dining Options</b>	<b>Entertainment Offerings</b>
Proposed Commercial Square Feet	2,660	18,000	21,690
Number of Allocated Parking Spaces	9	59	72
Adjusted Incremental Cost per Sq. Ft. (a)	\$471.23	\$465.95	\$452.14
Total Incremental Hard Construction Costs	\$1,253,463	\$8,387,083	\$9,807,019
Soft Costs	<u>\$250,693</u>	<u>\$1,677,417</u>	<u>\$1,961,404</u>
<b>Total Value of Proposed Amenity</b>	<b>\$1,504,156</b>	<b>\$10,064,499</b>	<b>\$11,768,423</b>
<b>Key Assumptions</b>			
Commercial Parking Ratio (Spaces per 1,000 Commercial Sq. Ft.)			3.3
Soft Costs as a % of Hard Costs			20%

Note:

(a) The applicant adjusted LSA's November 2021 incremental cost estimates to re-allocate parking spaces to the commercial spaces based on the maximum allowable parking ratio for retail uses under current zoning. The applicant's adjusted incremental cost estimates are higher than the incremental cost estimates in LSA's November 2021 estimate.

Sources: Signature Development Group; BAE, 2022.

**BAE Valuation of Proposal for Other Commercial Spaces.** As mentioned above, BAE's valuations for the commercial spaces for a bank/credit union, dining options, and community entertainment are based on the incremental costs associated with constructing the commercial spaces and allocated parking spaces. BAE relied on the March 2022 incremental cost estimate prepared by LSA and provided in Attachment 4, rather than the November 2021 estimates, to estimate the incremental costs of constructing the commercial spaces and allocated parking spaces proposed in the applicant's revised proposal. Consistent with the applicant's revised proposal, parking spaces were allocated to each commercial space amenity based on the maximum parking requirements for retail uses under current zoning. BAE applied a 20 percent soft cost assumption to the incremental hard construction cost estimates shown in the attachment to determine the value of each commercial space amenity. These calculations are shown in Table 8.

**Table 8: BAE Valuation of Proposal for Other Commercial Spaces**

<b>BAE Valuations (Revised)</b>	<b>Bank/ Credit Union</b>	<b>Dining Options</b>	<b>Entertainment Offerings</b>
Proposed Commercial Square Feet	2,660	18,000	21,690
Number of Allocated Parking Spaces (a)	9	59	72
Estimated Incremental Cost per Sq. Ft. (b)	\$488.08	\$477.60	\$470.56
Total Incremental Hard Construction Costs	\$1,298,303	\$8,596,881	\$10,206,494
Soft Costs	\$259,661	\$1,719,376	\$2,041,299
<b>Total Value of Proposed Amenity</b>	<b>\$1,557,964</b>	<b>\$10,316,257</b>	<b>\$12,247,793</b>
<b>Key Assumptions</b>			
Commercial Parking Ratio (Spaces per 1,000 Commercial Sq. Ft.) (a)			3.3
Soft Costs as a % of Hard Costs			20%

Notes:

- (a) Parking spaces are allocated to each commercial use based on the maximum parking requirements for retail uses under current zoning.
- (b) Incremental hard construction costs for the commercial spaces and associated parking spaces are based on a March 2022 estimate prepared by Leland Saylor Associates (LSA). For more information, refer to the detailed estimates provided in Attachment 4.

Sources: Leland Saylor Associates; BAE, 2022.

**Willow Road Tunnel Bike and Pedestrian Paths**

The applicant plans to provide a grade-separated tunnel with dedicated paths for bikes and pedestrians under Willow Road as part of the project and is proposing to provide the bike and pedestrian path improvements as a community amenity. The applicant's valuation of the Willow Road Tunnel bike and pedestrian paths is based on improvement costs for the portion



of the tunnel that would serve pedestrians and bike uses. The applicant estimated the portion of the tunnel dedicated to the bike and pedestrian paths based on the width of the paths as a ratio of the total width of the tunnel. BAE used a similar approach to estimate the portion of the tunnel dedicated to the pedestrian and bike paths. However, BAE’s evaluation relies on the independent cost estimate prepared by LSA for the Willow Road tunnel provided in Attachment 6.

**Applicant’s Valuation of Willow Road Tunnel Bike and Pedestrian Paths.** The applicant’s valuation of the Willow Road Tunnel bike and pedestrian paths is based on the applicant’s construction budget for the Willow Road Tunnel, which is provided in Attachment 1 (applicant’s Exhibit D). To assign a value to the bike and pedestrian paths, the applicant first estimated the portion of the tunnel that would serve pedestrians and bike uses by dividing the width of the proposed bike and pedestrian paths by the total width of the tunnel (15 ft. ÷ 42 ft. = 0.3571). The applicant multiplied the total construction budget for the Willow Tunnel (\$99,321,810) by the portion of the tunnel dedicated to bike and pedestrian paths (0.3571) to estimate the value of the proposed bike and pedestrian paths. This analysis results in a valuation of \$35,467,818, as shown in Table 9.

**Table 9: Applicant’s Valuation of Willow Road Tunnel Bike and Pedestrian Paths**

	<b>Applicant Valuation (Revised)</b>
Total Willow Road Tunnel Construction Budget	\$99,321,810
Portion of Tunnel Dedicated to Bike/Pedestrian Uses	0.3571
<b>Total Value of Willow Rd Tunnel Bike &amp; Pedestrian Paths</b>	<b>\$35,467,818</b>
<b>Assumptions</b>	
Width of Bike and Pedestrian Paths (feet)	15
Width of Willow Road Tunnel (feet)	42
Portion (Quotient) of Tunnel Dedicated to Bike and Pedestrian Uses (Width of Paths / Width of Willow Road Tunnel)	0.3571

Sources: Signature Development Group; BAE, 2022.

**BAE’s Valuation of Willow Road Tunnel Bike and Pedestrian Paths.** BAE used a similar approach as the applicant to estimate the portion of the Willow Road Tunnel dedicated to the bike and pedestrian paths. However, BAE’s valuation is based on the independent cost estimate prepared by LSA for the tunnel, which estimated the total construction costs for the Willow Road tunnel at approximately \$62.3 million. Similar to the applicant, BAE multiplied the total cost for the Willow Road Tunnel by the quotient between the width of the bike and pedestrian paths and the total width of the tunnel (15 ft. ÷ 42 ft. = 0.3571). These calculations are shown in Table 10 below. As shown, this analysis results in a valuation of \$22,248,249 for the Willow Road Tunnel bike and pedestrian paths, \$13,219,569 less than the valuation provided by the applicant.

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**Table 10: BAE Valuation of Willow Tunnel Bike and Pedestrian Paths**

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	<b>BAE</b>
	<b>Valuation</b>
Total Hard Construction Costs (a)	\$62,302,573
Portion of Tunnel Dedicated to Bike/Pedestrian Uses	0.3571
<b>Total Value of Willow Road Tunnel Bike &amp; Pedestrian Paths</b>	<b>\$22,248,249</b>
<hr/> <b>Assumptions</b>	
Total Willow Road Tunnel Hard Construction Costs	\$62,302,573
Phase 1 (East Tunnel)	\$22,945,047
Phase 2 (West Tunnel + North Ramp)	\$39,357,526
Width of Bike and Pedestrian Paths (feet)	15
Width of Willow Road Tunnel (feet)	42
Portion (Quotient) of Tunnel Dedicated to Bike and Pedestrian Uses (Width of Paths / Width of Willow Road Tunnel)	0.3571

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Note:

(a) Construction costs are based on the March 2022 estimate prepared by Leland Saylor Associates (LSA). For more information, refer to the detailed estimates provided in Attachment 5.

Sources: Leland Saylor Associates; BAE, 2021.

### ***Elevated Park Improvements***

The applicant plans to provide an elevated park as part of the project and has proposed to provide the improvements for the elevated park as a community amenity. The applicant's assessment of the value of the elevated park (\$135,321,486) is based on the May 2021 cost estimate provided by the applicant in Attachment 1 (applicant's Exhibit G). BAE's valuation of the elevated park is based on LSA's independent cost estimate prepared for the elevated park, which is provided in Attachment 6. Based on LSA's estimate shown in the attachment, BAE's valuation of the elevated park is \$133,668,672, which is \$1,652,814 less than the applicant's valuation.

Although BAE is providing an assessment of the value of the elevated park improvements as part of this analysis, it is important to note that there is an expected level of uncertainty associated with any cost estimates for the elevated park at this point in time due to the low level of design and engineering detail currently available for this amenity. Because final design parameters for the elevated park have not yet been defined, LSA relied heavily on the concept-level information that was available in the September 2021 Architectural Control Package and the more detailed structural documents (dated May 2021) provided by the applicant to prepare the cost estimate for the elevated park.

### ***Town Square Improvement Costs***

The applicant plans to include a town square as part of the project and has proposed to provide the improvements for the town square as a community amenity. The applicant's valuation of the town square (\$17,623,908) is based on a May 2021 cost estimate provided by the applicant and shown in Attachment 1 (applicant's Exhibit H). BAE's valuation is based on an independent cost estimate prepared by LSA for this evaluation. Importantly, LSA's

estimate was prepared to assess only the costs of the outdoor plaza and horizontal open spaces, excluding the costs to construct the pavilion buildings with retail space, the underground shared commercial parking garage, and the elevator access to the underground shared commercial parking garage. These specific components are excluded from BAE's assessment of the value of the town square because they would primarily serve other private commercial uses on the site and are therefore not appropriate to include as a cost associated with providing the town square as a community amenity. Based on LSA's cost estimate provided in Attachment 7, BAE's valuation is equal to \$15,517,431, which is \$2,106,477 less than the valuation provided by the applicant.

### ***Dog Park Improvements***

The applicant plans to provide a dog park as part of the project and is proposing to provide the improvements for the dog park as a community amenity. The applicant's valuation of the dog park improvements (\$1,197,682) reflects the applicant's estimated construction budget for the dog park. BAE's methodology is consistent with the applicant's methodology in that it is based on total estimated construction costs for the dog park improvements. However, BAE relied on an independent cost estimate prepared by LSA, which estimates the costs of the dog park improvements at \$1,058,510. Based on LSA's cost estimate provided in Attachment 8, BAE's valuation is equal to \$1,058,510, which is \$139,172 less than the valuation provided by the applicant.

### ***Teacher Housing Subsidies (Extension of Facebook Workforce Housing Pilot Program)***

As part of its Development Agreement for 301-309 Constitution Drive, Facebook committed up to \$430,000 per year for five years (\$2,150,000 total) to operate a Workforce Housing Pilot Program at 777 Hamilton Avenue to subsidize the rents for 22 units of workforce housing for community-serving professions such as teachers. The applicant is proposing to extend this pilot program for a period of 26 months, beginning in February 2022, as part of the applicant's community amenities proposal. Attachment 1 provides an overview of the current program design, the methods used to calculate annual subsidy payments for the pilot program, and the applicant's calculations for the costs of extending the subsidy program. The applicant's valuation is based on the current contract rents for the 22 set-aside units and the applicant's estimate of the average monthly tenant collections over the 26-month extension period. BAE's initial valuation was based on equivalent market-rate rents for the same set-aside units and a revised estimate of average monthly tenant collections given current program participant household incomes. As detailed below, BAE's revised valuation assesses the applicant's actual costs of extending the program for a period of 26 months based on the applicant's current contract rents for the 22 set-aside units and BAE's estimate of average monthly tenant collections given the current average program participant household income.

**Applicant's Valuation of Proposal to Extend Workforce Housing Pilot Program.** Under the existing pilot program, the rents paid by program participants are set at 30 percent of monthly household income with Facebook paying the difference between the participant rents and the



contract rents. To calculate the value of Facebook's subsidy payments, the applicant assumes contract rents equal to \$4,132.72 per month for the one-bedroom apartments and \$4,983.58 per month for the two-bedroom apartments. These contract rents were established through an agreement between Facebook and the original owner of 777 Hamilton Avenue. The applicant's valuation assumes that the average participant household would contribute \$1,136.36 per month in rent ( $\$25,000$  average collections from tenants  $\div$  22 total units), with Meta providing an average monthly subsidy of \$3,267.08 per unit per month for 26 months, resulting in an estimated total subsidy value of \$1,868,772 ( $\$3,267.08/\text{mo.} \times 22 \text{ units} \times 26 \text{ mo.}$ ). The applicant's valuation includes an additional \$38,000 in management costs,<sup>2</sup> which results in a total valuation of \$1,906,772 (nominal dollars).

The applicant's method for computing the total value of the subsidies provided over the extension period differs from the method that was used to calculate subsidy payments for the five-year pilot program. The applicant's estimated average monthly Facebook subsidy payment during the extension period (\$3,267 per unit per month) equates to an annual Facebook subsidy payment of approximately \$862,500, which is more than double the average annual subsidy amount paid by Facebook during the five-year pilot program period (up to \$430,000 per year).

**BAE's Initial Valuation of Proposal to Extend Workforce Housing Pilot Program.** As mentioned above, the applicant's valuation assumes contract rents equal to \$4,132.72 per month for the one-bedroom apartments and \$4,983.58 per month for the two-bedroom apartments during the extension period. These contract rents were established through an agreement between Facebook and the original owner of 777 Hamilton and are not based on current market rents for comparable units in the same property that are not part of the set-aside. BAE reviewed active listings for one-bedroom and two-bedroom units within the 777 Hamilton property during the fourth quarter of 2021 and determined that the applicant's proposed contract rents for the 26-month extension period were unusually high given recent asking rents for comparable units in the property. As of early December, asking rents were approximately \$3,150 per month for a one-bedroom unit and \$4,100 per month for a two-bedroom unit. Because the applicant's contractual arrangement to pay rents that currently exceed market rates do not represent an added benefit to the community relative to a scenario in which tenant participants rented comparable units at market value, BAE determined that it was not appropriate to include the higher contract rents in the determination of the community amenity value at the rates identified by the applicant. Instead, BAE's initial valuation was based on the costs to subsidize market-rate rents for units occupied by qualifying tenants over the course of the proposed 26-month extension period.

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<sup>2</sup> Facebook selected Hello Housing, a nonprofit organization, to administer the five-year pilot program. According to the applicant, the program will be managed by a different private management entity during the 26-month extension period.

BAE's initial valuation differed from the applicant's valuation in one other important respect. In accordance with the pilot program design and program guidelines, BAE revised the estimate of average monthly tenant collections for the extension period based on existing tenant participant household income information provided by the applicant. According to the applicant, all 22 set-aside units are currently occupied by qualifying program participants and the average annual participant household income is \$56,745. The rents paid by program participants are set at 30 percent of monthly household income, so monthly tenant collections should be equal to approximately \$31,210 based on the information provided by the applicant (\$4,728.75 monthly household income x 0.3 x 22 units). It is not clear why the applicant's estimate for monthly tenant collections is lower than the number calculated based on the program guidelines and current program participant household incomes.

BAE's initial valuation shown in Table 11 was based on the market-rate rents quoted above (\$3,150 per month for a one-bedroom unit and \$4,100 per month for a two-bedroom unit) and BAE's revised estimate of average monthly tenant collections (\$31,210) given current program participant household incomes. As shown, the nominal value of the applicant's total market rent subsidy payments during the extension period would be \$1,163,247 based on these assumptions, assuming there were no vacancies or changes in participant household incomes during the 26-month extension period. Similar to the applicant's valuation, BAE's valuation included an additional \$38,000 to cover management costs for the program, which results in a total valuation of \$1,201,247 (nominal dollars). This is \$705,526 less than the applicant's valuation.

**Table 11: BAE's Initial Valuation of Proposal to Extend Teacher Housing Subsidy Pilot Program**

	<b>BAE Valuation (a)</b>
Total Monthly Market Rents	\$75,950
Less: Avg. Monthly Tenant Collections	\$31,210
Average Monthly Rent Subsidy Payment	\$44,740
<b>Total Rent Subsidy Payments (b)</b>	<b>\$1,163,247</b>
Management Costs	<u>\$38,000</u>
<b>Total Value of Rent Subsidy Extension</b>	<b>\$1,201,247</b>
<b>Key Assumptions</b>	
Assumed Average Rents per Unit	
1 bedroom	\$3,150
2 bedroom	\$4,100
Assumed Avg. Participant Household Income	\$56,745

Notes:

(a) BAE's initial valuation was based on market-rate rents for the set-aside units and estimated average monthly tenant collections given the current average participant household income provided by the applicant (\$56,745). Market rate rents reflect the average asking rents for the same sized units at 777 Hamilton in December 2021.

(b) Equal to the average monthly rent subsidy payment multiplied by 26 months.

Sources: Signature Development Group; CoStar; BAE, 2021.

**BAE's Revised Valuation of Proposal to Extend Workforce Housing Pilot Program.** As stated above, BAE's revised valuation assesses the applicant's actual costs of extending the program for a period of 26 months. BAE's revised valuation assesses the applicant's costs of extending the program for a period of 26 months based on the current contract rents paid by the applicant for the 22 set-aside units and BAE's estimate of average monthly tenant collections given the current average program participant household income. Based on these assumptions, the nominal value of the applicant's total market rent subsidy payments during the extension period would be \$1,707,319 assuming no vacancies or changes in participant household incomes during the 26-month extension period. Similar to the applicant's valuation, BAE's valuation includes an additional \$38,000 for management costs for the program, which results in a total valuation of \$1,745,319 (nominal dollars), which is \$161,453 less than the applicant's valuation. These calculations are shown in Table 12. It should be noted that this valuation is based on the applicant's contractual commitment to ensure that the property owner receives a rent for these units that currently exceeds market rates for comparable units in this property. In effect, the difference between BAE's initial valuation of \$1,201,247 and the revised valuation of \$1,745,319 accrues to the owner of the 777 Hamilton property, who earns higher rents from the subsidized units compared to renting these units on the open market.

**Table 12: BAE's Revised Valuation of Proposal to Extend Teacher Housing Subsidy Pilot Program**

	<u>Applicant Valuation</u>	<u>BAE Valuation (Revised)</u>
Total Monthly Contract Rents Paid to Property Owner	\$96,876	\$96,876
Less: Average Monthly Tenant Collections (a)	\$25,000	\$31,210
Total Monthly Rent Subsidy Payment	\$71,876	\$65,666
<b>Monthly Rent Subsidy Payment x 26 Months</b>	<b>\$1,868,772</b>	<b>\$1,707,319</b>
Management Costs	<u>\$38,000</u>	<u>\$38,000</u>
<b>Total Nominal Value of Pilot Program Extension</b>	<b>\$1,906,772</b>	<b>\$1,745,319</b>
<b>Key Assumptions</b>		
<b>Set-Aside Units</b>		
1 bedroom (# units / contract rent per unit)	15	\$4,133
2 bedroom (# units / contract rent per unit)	7	\$4,984
	<u>Applicant</u>	<u>BAE</u>
Assumed Average Annual Tenant Household Income	\$45,455	\$56,745
Max. Monthly Rent Contribution per Tenant Participant (a)	\$1,136	\$1,419

Note:  
(a) Under the existing pilot program, the rents paid by program participants are set at 30 percent of monthly household income. BAE's valuation is based on the average tenant participant household income reported by the applicant in December 2021 (\$56,745).

Sources: Signature Development Group; BAE, 2022.

**Publicly Accessible Open Space Acreage in Excess of Obligation**

The proposed plan for the project includes publicly accessible open space that would exceed the amount of publicly accessible open space required based on the zoning standards for the site. The applicant’s valuation of the community amenities proposal includes a valuation of the publicly accessible open space acreage that exceeds the requirement, based on an estimated land value per acre and the amount of excess acreage. BAE generally used the same methodology as the applicant to assign a value to the excess open space. However, BAE’s valuation is based on the minimum publicly available open space amount proposed by the applicant in the current plan proposed for the Conditional Development Permit (CDP) for the project, while the applicant’s valuation is based on the amount of open space currently proposed for the project. The current plan proposed for the CDP identifies the minimum amount of open space that the applicant is definitively committing to provide as part of the development agreement for the site and is therefore the most appropriate source for determining the acreage of publicly accessible open space provided in the project at this time.

**Applicant’s Valuation of Publicly Accessible Open Space Acreage in Excess of Obligation.** The applicant’s valuation of the publicly accessible open space acreage in excess of the open space obligation is based on the applicant’s current proposal for open space acreage on the project site, which was most recently updated in February 2022 to align with the current plan proposed for the CDP for the project. As shown in Table 13, the total publicly accessible open space acreage currently being contemplated on the project site exceeds the open space obligation for the site by 2.29 acres. The applicant has valued this acreage based on the revised draft appraisal for the project site, which showed a land value of \$10,507,820 per acre at the bonus level development. This analysis results in a total value of \$24,115,309 for the excess publicly accessible open space acreage.

**Table 13: Applicant Valuation of Publicly Accessible Open Space Acreage in Excess of Obligation**

	<u>Revised Applicant Valuation</u>
Proposed Excess Publicly Accessible Open Space Acreage	2.29
<b>Value of Proposed Excess Open Space Acreage</b>	<b>\$24,115,309</b>
<b>Assumptions</b>	
Proposed (February 2022) Publicly Accessible Open Space (sf)	385,027
Minimum Publicly Accessible Open Space per Zoning (sf)	285,057
<b>Difference / Excess Publicly Accessible Open Space (sf)</b>	<b>99,970</b>
Willow Village Project Site (acres)	59.36
Appraisal Value (Bonus Development)	\$623,700,000
Appraisal Value per Acre	\$10,507,820

Sources: Fabbro, Moore, & Associates, Inc. Community Amenities Appraisal Report Review for Proposed Willow Village Development, September 17, 2021; Signature Development Group; BAE, 2022.



**BAE's Valuation of Publicly Accessible Open Space Acreage in Excess of Obligation.** BAE has valued the excess publicly available open space based on the minimum amount that would be required based on the current plan for the proposed CDP for the project, which is less than the acreage shown in the applicant's valuation. According to the current proposed plan set for the project, the CDP would include at least 360,000 square feet of publicly accessible open space, compared to 285,057 that would be required by zoning. This represents 74,943 square feet, or 1.72 acres, of publicly accessible open space in excess of the zoning requirements. BAE used this figure to calculate the value of open space in excess of the requirement because this represents the amount that the applicant would be committing to provide under the proposed plan for the CDP, with any additional proposed open space acreage subject to change. BAE has valued this acreage based on the revised draft appraisal for the project site, which showed a land value of \$10,507,820 per acre at the bonus level development, which is the same methodology that the applicant used to estimate a per-acre value for the excess open space. This results in a total value of \$18,078,137 for the publicly accessible open space that the applicant would commit to providing in excess of the requirement, as shown in Table 14.

**Table 14: BAE Valuation of Publicly Accessible Open Space Acreage in Excess of Obligation**

	<b>BAE Valuation</b>
Excess Publicly Accessible Open Space Acreage	1.72
<b>Value of Excess Open Space Acreage</b>	<b>\$18,078,137</b>
<b>Assumptions</b>	
Minimum Publicly Accessible Open Space - CDP Standards (sf)	360,000
Minimum Publicly Accessible Open Space per Zoning (sf)	285,057
<b>Difference / Excess Publicly Accessible Open Space (sf)</b>	<b>74,943</b>
Willow Village Project Site (acres)	59.36
Appraisal Value (Bonus Development)	\$623,700,000
Appraisal Value per Acre	\$10,507,820

Sources: Fabbro, Moore, & Associates, Inc. Community Amenities Appraisal Report Review for Proposed Willow Village Development, September 17, 2021; BAE, 2021.

***Publicly Accessible Open Space Operations and Maintenance***

The applicant's valuation of the community amenities proposal includes the cost of maintenance and reserves for the proposed community park, dog park, elevated park, and town square over a thirty-year period. The applicant's total valuation reflects the sum of the total budgeted annual costs of maintenance and reserves for these four parks over a thirty-year period, discounted to present value using a six percent discount rate. BAE's valuation includes the costs of maintenance and reserves for the town square, dog park, and elevated park only, since the applicant has not yet proposed a design concept for the community park and there is no design information available for this open space. Although BAE's valuation in this analysis excludes the costs of operations and maintenance for the community park, it may be appropriate to include these costs in the valuation of this community amenity in the future

once a design concept or a preliminary design for the community park has been established. Overall, BAE's approach to valuing operations and maintenance costs for the town square, the dog park and the elevated park is similar to the applicant's overall approach, with some exceptions. These exceptions are described in further detail below.

**Applicant's Valuation of Publicly Accessible Open Space Operations and Maintenance.** The applicant provided an estimate of annual operations and maintenance costs for the proposed community park, dog park, elevated park, and town square to support an estimated valuation of approximately \$7.1 million for operations and maintenance of publicly accessible open space. The applicant provided separate operating budgets with maintenance and reserve elements for each of the four open space areas, which are provided in Attachment 1 (applicant's Exhibit I). The applicant's total valuation reflects the sum of the total budgeted annual costs of maintenance and reserves for these four areas over a thirty-year period, discounted to present value using a six percent discount rate. The applicant assumed no escalation in operations and maintenance costs over the thirty-year period.

**BAE Valuation of Publicly Accessible Open Space Operations and Maintenance.** As mentioned above, BAE's valuation of the cost for operations and maintenance of publicly accessible open space includes only the costs of maintenance and reserves for the town square, the elevated park, and the dog park. BAE made adjustments to three line items in the annual operating budgets provided by the applicant. First, BAE removed the cost shown for the landscape line item in the reserve budget for the dog park, since the dog park is expected to include synthetic turf and gravel surfacing instead of landscaped area. Second, BAE increased the remaining life for the irrigation controllers line item in the reserve budget for the elevated park to 12 years based on industry standards for this item. BAE made the same change to the irrigation controllers line item in the reserve budget for the town square. This change decreased the annual reserve cost for the irrigation controllers line item from \$4,000 to \$333. As shown in Table 15 below, these three adjustments resulted in total annual maintenance and reserve costs equal to \$289,913 for the town square, the elevated park, and the dog park. To value the annual costs of operations and maintenance over the full thirty-year period, BAE applied a standard 3.0 percent annual cost escalation assumption to the total maintenance and reserve costs for the three open spaces and then discounted the annual costs to present value using a 7.5 percent discount rate, consistent with the approach used for other community amenity proposal evaluations. As shown, BAE's valuation of the operations and maintenance costs for the town square, dog park, and elevated park is equal to \$4,656,361, which is \$2,477,332 less than the applicant's valuation for all four open spaces combined.

It should be noted that BAE's valuation is heavily dependent on information provided in the applicant's annual budgets for the town square, elevated park, and the dog park. The annual budgets should be viewed as current estimates based on the stated design concepts for each space; these stated design concepts are subject to change. In addition, there is insufficient design information currently available to adequately assess and confirm some of the

applicant’s quantity estimates in the annual budgets provided for the town square, the elevated park, and the dog park. In particular, the annual reserve cost estimates for tubular steel fencing, railing, synthetic turf, and local decomposed granite (shown as the “Tunnel Access Boulders” line item in the dog park reserve budget) are all based on rough quantity estimates and are thus likely to change. Notably, the annual costs for the tubular steel fence and railing line items make up roughly 44 percent of the total annual reserve costs estimated for the elevated park, meaning that there may be significant uncertainty associated with the budgeted annual reserves for the elevated park shown below. Similarly, the annual costs for the synthetic turf and local decomposed granite line items in the budget for the dog park make up 48 percent of the total estimated annual reserve costs for the dog park space. BAE recommends that the City request that the applicant provide updated operations and maintenance budgets once the designs for the three spaces are finalized. Should the annual maintenance and reserve costs differ from the applicant’s current estimates, the City could adjust the amenity value as appropriate.

**Table 15: BAE Valuation of Publicly Accessible Open Space Operations and Maintenance**

<u>Town Square, Dog Park, and Elevated Park</u>	<b>BAE</b>		
	<b>Valuation</b>		
Total Annual Maintenance Costs in Year 1	\$195,309		
Total Annual Reserve Costs in Year 1	\$94,604		
Total Annual Maintenance and Reserve Costs in Year 1	\$289,913		
<b>NPV of Total Maintenance and Reserve Costs (30 years)</b>	<b>\$4,656,361</b>		
	<u>Tow n Square</u>	<u>Dog Park</u>	<u>Elevated Park</u>
Year 1 Annual Maintenance Budget	\$29,973	\$19,627	\$145,709
Year 1 Annual Reserves Budget	\$32,018	\$10,355	\$52,231
Year 1 Total Maint. and Reserves	\$61,991	\$29,982	\$197,940
<b>NPV of Total (30 years)</b>	<b>\$995,652</b>	<b>\$481,548</b>	<b>\$3,179,161</b>
<b>Assumptions</b>			
Assumed Cost Escalation Rate	3.0%		
Assumed Discount Factor	7.5%		

Sources: Signature Development Group; BAE, 2021.

**Funding for Job Training Programs**

The applicant’s proposal includes financial contributions to two non-profit organizations, Year Up and Job Train, to support local job training programs. The applicant’s financial contribution to Year Up includes \$1,500,000 for partnership fees and \$4,189,817 for host fees to support 86 externs over a three-year period. The applicant’s proposal also states that the applicant will fully subsidize all rental costs and operating expenses for the existing Community Hub for a period of three years. In addition, the applicant is proposing a direct financial contribution to Job Train totaling \$1,196,000. Although the applicant’s proposal does not specify how the

financial contribution to Job Train would be used, the proposal states that it would cover activities such as trades training, the annual breakfast of champions fundraiser, new building construction, training program expansion and development, and career centers in Menlo Park and East Palo Alto over a two-year period. Based on information provided by the applicant, the applicant's valuation of the proposed financial contribution to Job Train is considered an estimate based on historical information and is subject to change. BAE's valuation of the applicant's proposal is similar to the applicant's valuation, with some minor adjustments, including calculating the present value of the rental subsidy and operating expenses for the existing Community Hub.

**Applicant's Valuation of Proposal for Job Training Programs.** The applicant's assessment of the value of the proposal for job training programs is shown in Table 16 below. The applicant's valuation totals \$8,366,005 and includes the proposed direct financial contributions to Year Up for partnership fees and host fees, the proposed direct financial contribution to Job Train, and the applicant's assessment of the value of providing the commercial space for the Community Hub for a three-year period. To value the cost of providing the commercial space for the Community Hub, the applicant has provided an estimate of the total annual operating expenses for the Community Hub (\$493,396), which includes a proposed annual rent credit for the commercial space. The applicant's valuation of these expenses over the proposed funding period is equal to the assumed annual operating expenses for the Community Hub multiplied by three years. The applicant's proposed annual rent credit for the Community Hub (\$286,870) reflects a portion of the applicant's total costs of leasing the space from a third-party entity. According to the applicant, a NNN lease is in place between Meta and a third-party entity for an annual rental amount of \$478,116. Of the \$478,116, the applicant attributes 60 percent of the Community Hub's estimated use to Menlo Park residents, which results in the value of the annual rent credit of \$286,870.



**Table 16: Applicant's Valuation of Proposal for Job Training Programs**

	<b>Applicant Valuation (Revised)</b>	<b>Years</b>
<b>Year Up On-Site Training</b>	<b>\$7,170,005</b>	<b>2022-2024</b>
Partnership Fees (a)	\$1,500,000	(3 years)
Host Fees for 86 Externs (b)	\$4,189,817	
Hub Operating Expenses (c)	\$1,480,188	
<b>Job Train (d)</b>	<b>\$1,196,000</b>	<b>2022-2023</b> (2 years)
<b>Total Job Training Costs</b>	<b><u>\$8,366,005</u></b>	

**Notes:**

(a) Partnership fee paid to Year Up.

(b) Provides stipends, financial support for transportation, and legal support for participants.

(c) Annual Community Hub operating expenses for a period of three years. Annual Hub operating expenses include the following:

Professional services	\$74,200
Cleaning expenses	\$53,038
Utilities	\$15,895
Repairs and maintenance	\$25,993
Building services and supplies	\$37,400
Rent credit	<u>\$286,870</u>
Subtotal, Annual Hub Operating Expenses	\$493,396

(d) Although the applicant's proposal does not specify exactly how the financial contribution to Job Train would be used, the proposal states that it could potentially cover activities such as trades training, the annual breakfast of champions fundraiser, new building construction, training program expansion and development, and career centers in Menlo Park and East Palo Alto.

Sources: Signature Development Group; BAE, 2022.

**BAE's Valuation of Proposal for Job Training Programs.** BAE's valuation of the applicant's proposal for job training programs is similar to the applicant's valuation, with one exception. BAE calculated the present value of the Community Hub's operating expenses and the applicant's proposed rent credit, as shown in Table 17. BAE also applied a standard 3.0 percent escalation rate to the operating expenses and the proposed rent credit for the second and third years covered by the proposal. As shown in the table, this analysis results in a valuation of \$1,419,090 for the Community Hub operating expenses and rent credit line item over the proposed three-year period, which is \$61,098 less than the estimate for the same line item provided by the applicant (\$1,480,188).

**Table 17: BAE Valuation of Proposed Community Hub Rent Credit and Operating Expenses**

<b>Year</b>	<b>0</b>	<b>1</b>	<b>2</b>
Proposed Community Hub Rent Credit	\$286,870	\$295,476	\$304,340
Other Hub Operating Expenses	<u>\$206,526</u>	<u>\$212,722</u>	<u>\$219,103</u>
Total Community Hub Operating Expenses	\$493,396	\$508,197	\$523,443
Present Value	\$493,396	\$472,742	\$452,953
<b>NPV of Cash Flows</b>			<b>\$1,419,090</b>
<b>Assumptions</b>			
Year 0 Annual Rent (NNN) (\$/year)			\$478,116
Menlo Park Resident Use (%)			60%
Proposed Community Hub Rent Credit (Year 0)			\$286,870
Other Hub Operating Expenses (Year 0)			\$206,526
Annual Growth Rate			3.0%
Assumed Discount Factor			7.5%

Source: BAE, 2022.

BAE did not provide an assessment of the value of the applicant’s total direct financial contributions to the two organizations since the value is equal to the total dollar amount provided to the two organizations (see Table 18). However, BAE recommends that the City request additional information on the intended uses of the funds provided to each organization to determine if these uses are consistent with the goals of the community amenities program, particularly to ensure that funds will be spent on new or expanded local programs. In addition, BAE recommends that the City request verification of the project applicant’s actual contributions to each organization. Should the actual costs covered by the applicant differ from the applicant’s estimates, the City could adjust the direct financial contribution associated with each contribution as appropriate.

**Table 18: BAE Valuation of Applicant's Proposal for Job Training Programs**

	<b>BAE</b>
	<b>Valuation</b>
<b>Year Up On-Site Training</b>	<b>\$7,108,907</b>
Partnership Fees (a)	\$1,500,000
Host Fees for 86 Externs (b)	\$4,189,817
Community Hub Operating Expenses (c)	\$1,419,090
<b>Job Train (d)</b>	<b>\$1,196,000</b>
<b>Total Job Training Costs</b>	<b><u>\$8,304,907</u></b>

**Notes:**

- (a) Lump sum financial contribution to Year Up for partnership fees.
- (b) Lump sum financial contribution to Year Up for stipends, financial support for transportation, and legal support for participants.
- (c) Present value of the applicant's proposed rent credit and operating expenses for the Community Hub (3 years).
- (d) Lump sum financial contribution to Job Train. According to the applicant's proposal, the proposed financial contribution to Job Train is considered an estimate is subject to change.

Sources: Signature Development Group; BAE, 2022.

**Community Mobile Market**

Since 2017, Facebook has sponsored a weekly community mobile market in the communities of Belle Haven and East Palo Alto. The weekly mobile market program sells organic produce and other fresh food products at a discounted rate to local residents. The program is a partnership between Facebook and Good Roots Farmers Markets and Events, which acts as the market vendor. The applicant is proposing to continue funding the Community Mobile Market program for a period of two years starting in 2022 as part of the applicant's community amenities proposal for the Willow Village project.

**Applicant's Valuation of Proposal for Community Mobile Market.** The applicant's valuation represents the total estimated program costs for the mobile market during the two-year funding period, plus an additional \$100,000 for contingency. The applicant estimates the total annual program costs for the mobile market at \$2,149,785, which includes Facebook's estimated annual wholesale costs for food and products (\$1,248,445), the vendor's annual labor and program management costs (\$634,540), and the vendor's annual costs for equipment, supplies, and rent (\$266,800). The applicant's valuation includes the value of annual program costs for the mobile market for two years (\$2,149,785 x 2 years), plus an additional \$100,000 for contingency. Based on this estimate (\$4,399,570), the applicant assesses the value of the community mobile market at \$4.4 million (rounded). These calculations are shown in Table 19 below.

**Table 19: Applicant Valuation of Community Mobile Market**

<b>Description</b>	<b>Rate per Unit</b>	<b>Quantity</b>	<b># Weeks</b>	<b>Annual</b>
<b>Product</b>				
Meal Deal Bags	\$29	400	42	\$493,500
Farm Boxes	\$24	375	42	\$376,945
Ala Carte Products	\$90	100	42	\$378,000
<b>Subtotal</b>				<b>\$1,248,445</b>
<b>Management &amp; Local Labor</b>				
Local labor	\$10,982.40		52	\$571,084.80
Program management	\$1,220.30		52	\$63,455.60
<b>Subtotal</b>	<b>\$12,203</b>			<b>\$634,540</b>
<b>Equipment, Rent, Supplies (a)</b>				
Vehicle Costs (b)	\$35,800	4.0		\$143,200
Equipment (c)	\$9,105	4.0		\$36,420
Supplies (d)	\$1,703	4.0		\$6,812
Warehouse Rental	\$20,092	4.0		\$80,368
<b>Subtotal</b>	<b>\$66,700</b>	<b>16.0</b>		<b>\$266,800</b>
<b>Total Annual Costs</b>				<b>\$2,149,785</b>
<b>Applicant Valuation</b>				
Total Annual Mobile Market Costs x 2 Years				\$4,299,570
Contingency				<u>\$100,000</u>
Total Mobile Market Program Costs (2 Years)				\$4,399,570
<b>Rounded Value</b>				<b><u>\$4,400,000</u></b>

**Notes:**

(a) According to information provided by the applicant, Good Roots rents a warehouse and purchases and rents equipment and supplies for the mobile market and then charges Facebook for their use.

(b) Includes insurance and maintenance.

(c) Generators, forklifts, fridge, and warehouse equipment costs.

(d) Office supplies, farm boxes, cleaning supplies, and miscellaneous warehouse supplies.

Sources: Signature Development Group; BAE, 2021.

**BAE's Valuation of Proposal for Community Mobile Market.** BAE's valuation includes the estimated (unrounded) annual program costs for the community mobile market for the two-year funding period, as shown in Table 20 below. BAE did not include an amount for contingency in the assessment of the value of the community mobile market because it is not clear how the contingency amount would be used. The applicant has indicated that on average, approximately 10 percent of the mobile market's weekly inventory goes unsold and that these unsold products are regularly donated to local nonprofits. The applicant has also indicated that all of the annual customer sales from the mobile market are "rolled into a credit" for a Farm Box Donation program. The credits are then applied to the wholesale cost of farm boxes. According to the applicant, the Farm Box Donation program is separate from the Community Mobile Market program but is managed by the same vendor and services many organizations located in Menlo Park. It is not clear whether the funds generated from mobile market customer sales are also used to purchase mobile market food products such as the



Farm Boxes listed in Table 20 below. However, to the extent that funds from mobile market customer sales are used to pay for wholesale food and products for the mobile market, these offsetting amounts should be reflected in the value of the applicant's net contribution for the community mobile market over the two-year funding period. For context, the applicant's estimate of total annual mobile market customer sales is \$521,640, which is equal to roughly 42 percent of Facebook's total estimated annual wholesale food costs (\$1,248,445) for the community mobile market program. BAE recommends that the City request more information from the applicant regarding the specific purpose and use of the funds generated from mobile market customer sales. Depending on whether any of these funds are used to offset annual mobile market program costs, the City could then adjust the amenity value as appropriate, if desired.

**Table 20: BAE Valuation of Community Mobile Market**

<u>Description</u>	<u>Rate per Unit</u>	<u>Quantity</u>	<u># Weeks</u>	<u>Annual</u>
<b>Product</b>				
Meal Deal Bags	\$29.38	400	42	\$493,500.00
Farm Boxes	\$23.93	375	42	\$376,945.00
Ala Carte Products	\$90.00	100	42	\$378,000.00
<b>Subtotal</b>				<b>\$1,248,445.00</b>
<b>Management &amp; Local Labor</b>				
Local labor	\$10,982.40		52	\$571,084.80
Program management	\$1,220.30		52	\$63,455.60
<b>Subtotal</b>	<b>\$12,202.70</b>			<b>\$634,540.40</b>
<b>Equipment, Rent, Supplies (a)</b>				
Vehicle Costs (b)	\$35,800.00	4.0		\$143,200.00
Equipment (c)	\$9,105.00	4.0		\$36,420.00
Supplies (d)	\$1,703.00	4.0		\$6,812.00
Warehouse Rental	\$20,092.00	4.0		\$80,368.00
<b>Subtotal</b>	<b>\$66,700.00</b>	<b>16.0</b>		<b>\$266,800.00</b>
<b>Total Annual Costs</b>				<b>\$2,149,785.40</b>
<b>BAE Valuation</b>				
<b>Total Annual Mobile Market Costs x 2 Years</b>				<b>\$4,299,570.80</b>

Notes:

(a) According to information provided by the applicant, Good Roots rents a warehouse and purchases and rents equipment and supplies for the mobile market and then charges Facebook for their use.

(b) Includes insurance and maintenance.

(c) Generators, forklifts, fridge, and warehouse equipment costs.

(d) Office supplies, farm boxes, cleaning supplies, and miscellaneous warehouse supplies.

Sources: Signature Development Group; BAE, 2021.

## ATTACHMENTS

**ATTACHMENT #1:**

**ORIGINAL WILLOW VILLAGE COMMUNITY AMENITIES  
PROPOSAL EXHIBITS**

Willow Village Community Amenities Valuation Data		
Amenity	Value <sup>1</sup>	Notes and Descriptions
A full-service grocery store providing a range of goods, including fresh fruits, vegetables and meat and dairy products	\$35,609,557	See: EXHIBIT A - Retail Value & EXHIBIT B - Grocery Parking Improvement Costs
Grocery Subsidy	\$2,014,800	See: EXHIBIT C - Grocer Rent Value
A pharmacy that fills prescriptions and offers convenience goods	\$7,200,000	See: EXHIBIT A - Retail Value
A bank or credit union branch with an ATM	\$1,800,000	See: EXHIBIT A - Retail Value
A range of dining options, from cafes to sit-down restaurants, serving residents and local employees	\$10,800,000	See: EXHIBIT A - Retail Value
Install new bike lanes and pedestrian paths and connect them to existing facilities and Bay Trail (Main Street bike lane & Willow tunnel bike/ped path)	\$35,755,852	See: EXHIBIT D - Willow Road Tunnel
Provide residents with job training programs that prepare them with jobs skills	\$7,245,817	Funding for career pathway training and development programs in partnership with local non-profits Year Up and Job Train, to prepare local residents with jobs skills and fund internships for Belle Haven/Menlo Park residents for the next five years.
High Quality Affordable Housing in Belle Haven (Subsidies for teacher housing)	\$1,906,772	Commitment to subsidize rent for 22 teachers currently living at 777 Hamilton Apartments in Belle Haven, from 2022-2024, when the current subsidy program expires and prior to Facebook's completion of new affordable housing where teachers could then reside.
Provide a dedicated enclosed place where dogs can run (improvement costs)	\$1,197,682	See: EXHIBIT E - Dog Park Improvement Costs
Land for Dog Park	\$3,147,752	See EXHIBIT F - Excess Open Space Land Value Calculations
Plant trees along streets and parks in Belle Haven to increase tree canopy	\$150,000	Funding the design and planting of new trees in the Belle Haven neighborhood in partnership with Canopy, a local non-profit, to increase the tree canopy in the neighborhood. The planting of these trees is above and beyond city trees mitigation requirements for the project.
Community Entertainment Offerings (ie Cinema, Live Theatre, Bowling, etc...)	\$15,000,000	See: EXHIBIT A - Retail Value
Publicly Accessible Open Space Acreage in Excess of Obligation (greater than what is required under ordinance and excluding dog park)	\$27,805,146	See EXHIBIT F - Excess Open Space Land Value Calculations
Elevated Park Improvement Costs	\$135,321,486	See EXHIBIT G - Elevated Park Improvement Costs
Town Square Improvement Costs	\$17,623,908	See EXHIBIT H - Town Square Improvement Costs
Publicly Accessible Open Space Operations & Maintenance Costs	\$7,133,693	See EXHIBIT I - This value reflects the sum of the annual cost over 30 years discounted to present value at a 6% rate
Safe Routes to Schools Funding	\$300,000	Funding for a variety of Safe Routes to Schools projects including bike lane striping and crosswalk improvements.
Food Subsidies - Mobile Market	\$4,400,000	Funding the Community Mobile Market program to support food stability efforts in the community. The program will provide fresh, quality produce at a subsidized cost to local residents for two years.
<b>Total</b>	<b>\$314,412,465</b>	

Footnote

1. Improvements and Services are valued at cost, as conventional market values are not readily available. These include improvements such as: park improvements, bike lanes/pedestrian pathways, etc. and services such as: job training, food subsidies and maintenance.



**EXHIBIT A**  
**Retail Value**

## **MEMORANDUM**

To: Paul Nieto and Eric Harrison, Signature Development Group  
From: Economic & Planning Systems, Inc.  
Subject: Willow Village Retail Valuation Supplementary Research  
Date: May 26, 2021

*The Economics of Land Use*



Peninsula Innovation Partners, LLC (Project Sponsor) has retained Economic & Planning Systems, Inc. (EPS) to prepare a fiscal impact analysis of the Willow Village project in Menlo Park. The 59-acre site is currently occupied by the Menlo Science and Technology Park, and the Project Sponsor proposes to redevelop the site into a multi-phased 3.7-million-square-foot mixed-use project, including office, retail, hotel, and multifamily residential uses.

At the Project Sponsor's request, EPS has conducted supplementary retail market research to help establish a valuation for the project's retail program that is rooted in local market conditions. An interim step fiscal impact study, EPS prepared this memorandum to report out a preliminary assessment of local retail real estate market value trends. The analysis presented here is not an appraisal and does not analyze transactions or net operating income at comparable retail properties. EPS relies on aggregated market data from CoStar Group to establish a reasonable preliminary market valuation for Willow Village retail space.

The proposed Willow Village development program includes approximately 1.6 million square feet of office space, 193 hotel rooms, and 1,729 housing units, in addition to its 200,000 square foot retail program. The current retail tenancing strategy includes a grocery store anchor, a pharmacy, restaurants, and a mix of other retail offerings. The retail uses would be delivered with ample and convenient parking, much of which would be provided in structured parking facilities.

To establish a reasonable valuation for the retail uses at Willow Village, EPS collected retail market data and statistics for leased and owner-occupied retail buildings and centers proximate to the Willow Village project site. These data indicate significant variation in the retail uses nearby (e.g., store format, access, size, building age), though no recently-built projects of comparable scale were identified.

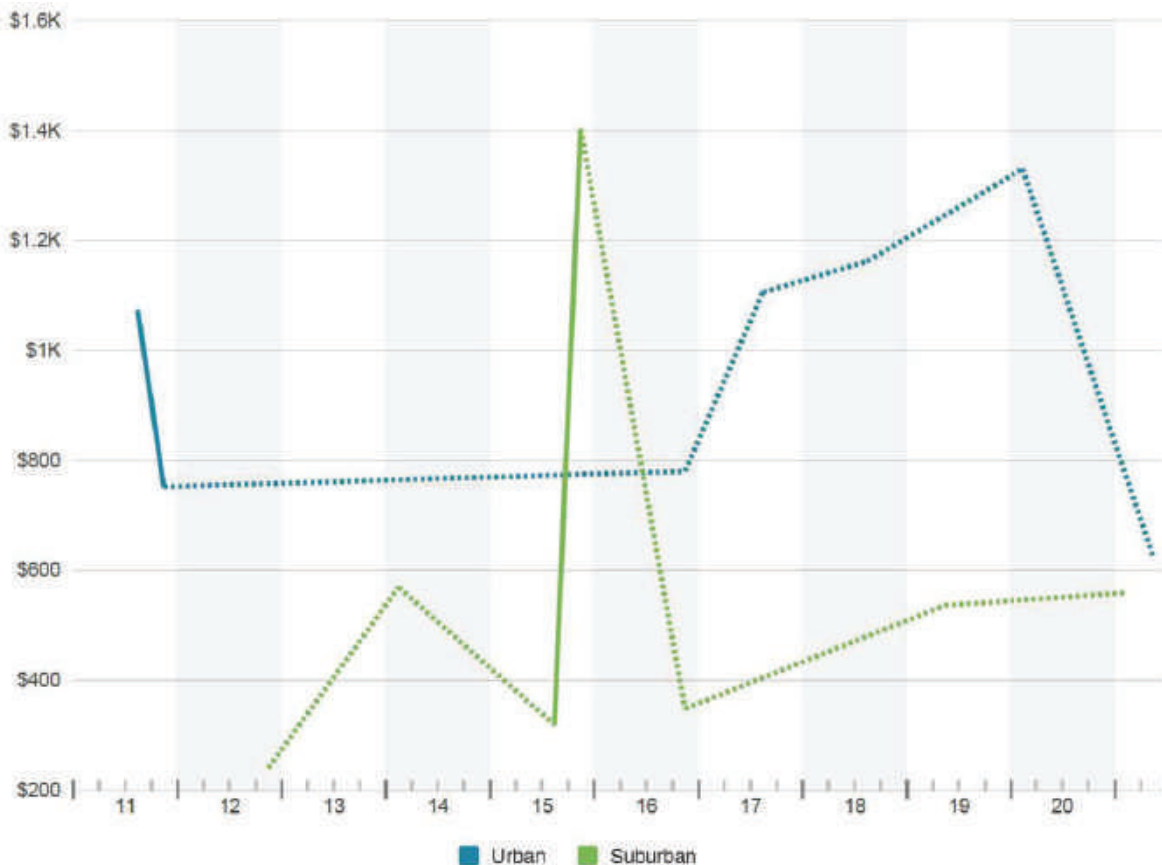
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Los Angeles*

[www.epsys.com](http://www.epsys.com)

The available retail market statistics from CoStar Group reveal that the average market value for retail real estate within five miles of the Willow Village site is in the range of \$600 per gross square foot. The data from CoStar reflect actual market transactions that occurred within the five-mile radius since 2011, as well as broader market data to interpolate market trends within the local study area. The data trend analysis reveals pricing that ranges from roughly \$200 to \$1,400 per square foot and distinguishes between “urban” and “suburban” retail locations. Despite the wide range in values observed and estimated, the valuation estimates for retail within the five-mile radius average about \$600 per square foot in 2021. **Figure 1** presents retail real estate sale price trends for the study area.

**Figure 1 Sale Price Per Square Foot by Location Type**



Source: CoStar Group and Economic & Planning Systems

Retail value determined through consideration of aggregated local market data and regional market trends provides a reasonable basis for establishing a preliminary valuation for retail at Willow Village. Since the Willow Village retail will be newly build and modern, and assuming the retail elements of the project are highly visible and readily accessible, with a well-curated mix of stores and restaurants, this initial valuation likely is conservative (i.e., below actual market potential). Asking prices for retail in the five-mile radius over the past year have averaged over \$700 per square foot. Furthermore, in prime retail locations nearby, such as downtown Palo Alto, high-quality and well-located retail space commonly transacts at sales prices that exceed \$1,000 per square foot.

# **EXHIBIT B**

## **Grocer Parking Improvement Costs**



# Suffolk

## WILLOW VILLAGE SCHEMATIC DESIGN

DATED: 04.23.2021

### UNIFORMAT LEVEL 2 - BUDGET DETAIL GROCERY PARKING AT P2

Foundations	2,501,156
Superstructure	4,148,808
Exterior Vertical Enclosure	871,488
Interior Construction	436,056
Interior Finishes	194,823
Conveying	89,572
Plumbing	190,938
HVAC	426,748
Fire Protection	452,366
Electrical	1,360,368
Equipment	226,416
Site Improvements	585,619
General Requirements	867,910
<b>Subtotal</b>	<b>12,352,268</b>
General Conditions	534,783
SCCI Construction Contingency (2.00%)	246,882
SCCI Subcontractor Default Insurance (1.25%)	154,302
SCCI DIC Insurance (0.90%)	111,097
SCCI City of Menlo Park Business Tax	1,621
SCCI Fee (2.75%)	308,603
<b>Total</b>	<b>13,709,557</b>

**EXHIBIT C**  
**Grocer Rent Value**



Matthew Holmes  
Retail West, Inc.  
767 Bridgeway, Suite 3C  
Sausalito, CA 94965

June 22, 2021

Paul Nieto  
Signature Development Group  
2335 Broadway, Suite 200  
Oakland, CA 94612

### **Willow Village Project**

Paul,

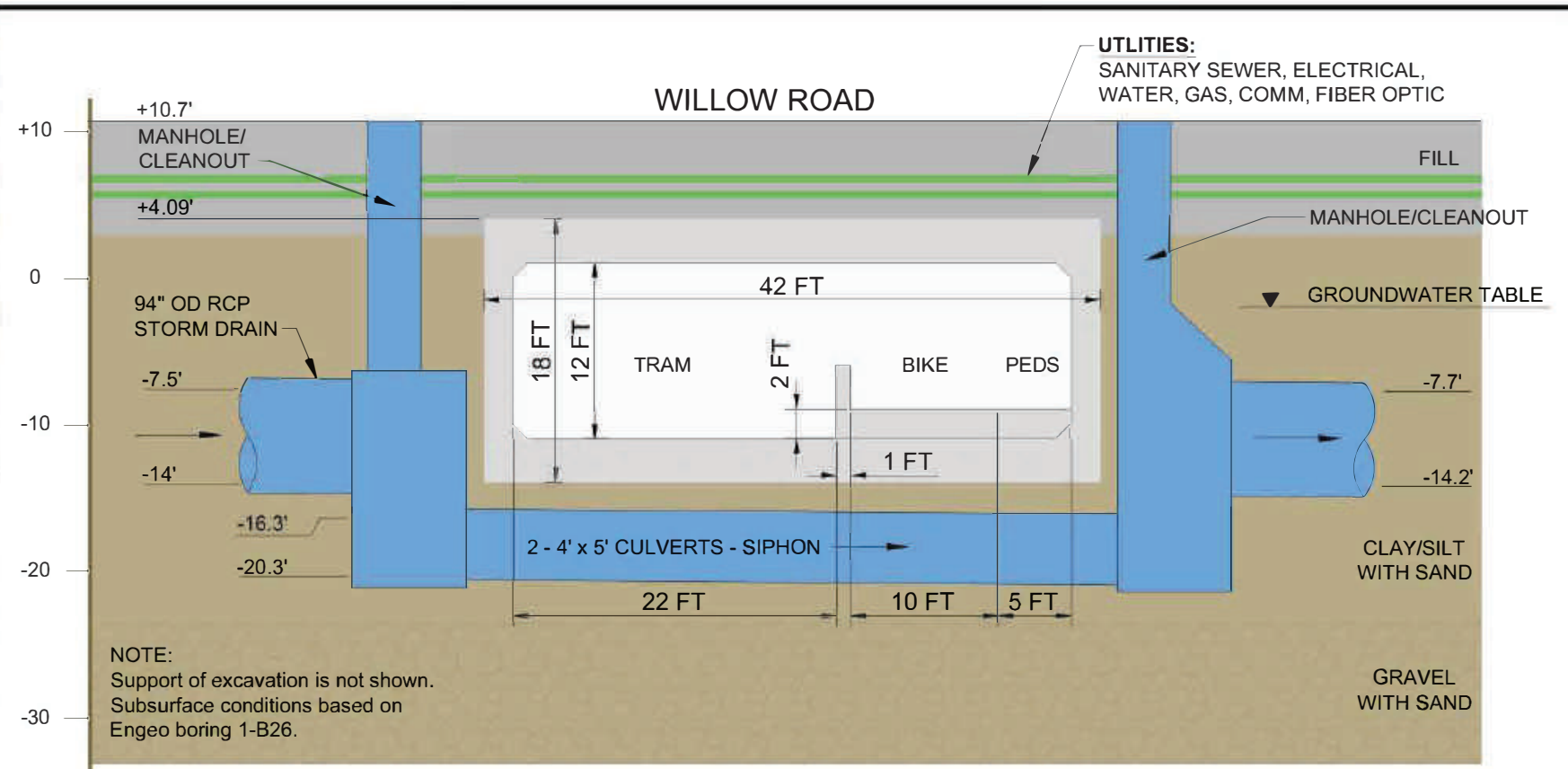
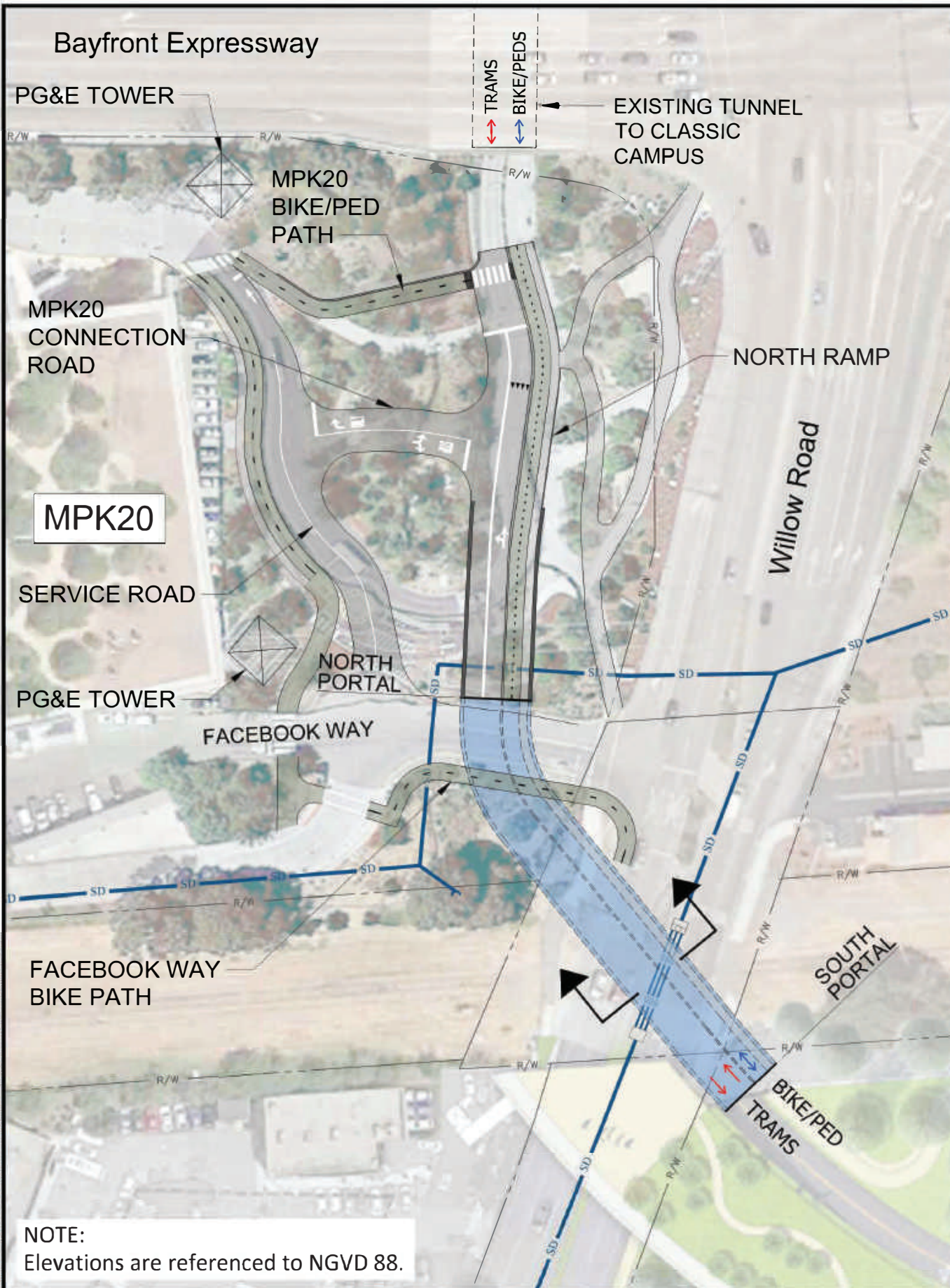
In response to community demands and a growing residential population in the Bayfront Expressway area, we have targeted a grocery store as a critical component to the retail component at the proposed Willow Village project. In order to induce a grocer to the Willow Village project in the first phase (prior to all construction being completed and all residents having moved-in) the rent subsidies will be needed in an amount that approximates 60 months of rent in order for the store's operations to stabilize. We are expecting a store of the size proposed for Willow Village would have a starting rent that caps out at a monthly rent rate in the range of \$2.25 - \$2.50 per square foot triple net.

Given the importance of fresh local foods to the immediate community and the strong draw a grocer provides to a project with daily needs shoppers, we are viewing this as a critical first step to creating a dynamic project.

A handwritten signature in black ink, appearing to read "Matthew Holmes".

**EXHIBIT D**  
**Willow Road Tunnel**





Section for Tunnel and Storm Drain Siphon

WILLOW ROAD TUNNEL		
<b>PERCENT OF TUNNEL PEDESTRIAN/BIKE USE</b>		
<b>15 FT (PED-BIKE USE)/42 FT TOTAL WIDTH = 0.357 (36%)</b>		
<b>HARD COST</b>		<b>\$ 70,441,000</b>
<b>GENERAL REQUIREMENTS (5%)</b>	5%	<b>\$ 3,522,050</b>
<b>DESIGN (7%)</b>	7%	<b>\$ 4,930,870</b>
<b>DESIGN CONTINGENCY (15%)</b>	15%	<b>\$ 10,566,150</b>
<b>GENERAL CONDITIONS (6%)</b>	6%	<b>\$ 4,226,460</b>
<b>BONDS &amp; INSURANCE (2%)</b>	2%	<b>\$ 1,408,820</b>
<b>OVERHEAD &amp; PROFIT (6%)</b>	6%	<b>\$ 4,226,460</b>
<b>TOTAL BUDGET WILLOW TUNNEL</b>		<b>\$ 99,321,810</b>
<b>36 PERCENT IS PEDESTRIAN/BIKE USE</b>		<b>\$ 35,755,852</b>

NOTE:  
Elevations are referenced to NGVD 88.

## GENERAL LAYOUT WILLOW ROAD TUNNEL



**WSP USA, INC**  
425 Market Street, 17th Floor  
San Francisco, CA 94105  
wsp.com



# **EXHIBIT E**

## **Dog Park Improvement Costs**

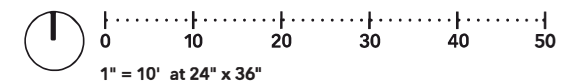
## DOG PARK WITH FENCING (~0.25 AC)

<b>HARD COST</b>	<b>10,890 SF X \$78</b>	<b>\$ 849,420</b>
<b>GENERAL REQUIREMENTS (5%)</b>	<b>5%</b>	<b>\$ 42,471</b>
<b>DESIGN (7%)</b>	<b>7%</b>	<b>\$ 59,459</b>
<b>DESIGN CONTINGENCY (15%)</b>	<b>15%</b>	<b>\$ 127,413</b>
<b>GENERAL CONDITIONS (6%)</b>	<b>6%</b>	<b>\$ 50,965</b>
<b>BONDS &amp; INSURANCE (2%)</b>	<b>2%</b>	<b>\$ 16,988</b>
<b>OVERHEAD &amp; PROFIT (6%)</b>	<b>6%</b>	<b>\$ 50,965</b>
<b>TOTAL IMPROVEMENT BUDGET</b>		<b>\$ 1,197,682</b>
<b>DOG PARK</b>		



**PLAN ENLARGEMENT**

NOTE: SEE SHEET L2.00 FOR MATERIAL SCHEDULE.



PENINSULA INNOVATION PARTNERS

WILLOW VILLAGE  
100% Schematic Design Package - Public Realm  
Menlo Park, CA

SCALE:  
NOTE: THIS DRAWING IS NOT TO SCALE UNLESS SPECIFICALLY NOTED OTHERWISE. ALL DIMENSIONS SHALL BE CLARIFIED BY ARCHITECT FOR REVISIONS THAT ARE NOT NOTED.

MILESTONES	
DATE	ISSUE
15 JAN 2021	100% SD SET

REVISIONS		
NO.	DATE	ISSUE

DRAWING TITLE:  
Conceptual Publicly Accessible  
Dog Park

DRAWING NO.:

# **EXHIBIT F**

## **Excess Open Space Land Value Calculations**



## Willow Village – Open Space Land Value Calculations May 14, 2021

Land Use	Required Publicly Accessible	Proposed Publicly Accessible	Publicly Accessible Open Space Breakdown
<b>R-MU</b>	47,117.85 sf (1.08 ac)	177,778 sf (4.08 ac)	<ul style="list-style-type: none"> <li>• Park (entire parcel including parking, frontage, pump station) = 154,883 sf (3.56 ac)</li> <li>• Dog Park = 13,235 sf (0.30 ac)</li> <li>• P3 retail = 9,660 sf (0.22 ac)</li> <li>• Town Square = 60,719 sf (1.39 ac)</li> <li>• Multi-use path = 84,623 sf (1.94 ac)</li> <li>• Elevated Park (include segment over Willow, outside property) = 90,675 sf (2.08 ac)</li> </ul>
<b>O</b>	237,984.39 sf (5.46 ac)	Include Elevated Park within Willow property = 228,700 sf (5.25 ac)	
<b>Total</b>	285,102.24 sf (6.54 ac)	Include Elevated Park within Willow property = 406,478 sf (9.33 ac)	

Publicly Accessible Open Space	SF	Acres	Required Open Space - SF	Acres
Community Park	154,883	3.56	<b>285,102</b>	<b>6.55</b>
Town Square	60,719	1.39		
Multi-Use Path	84,623	1.94		
Sub-total	300,225	6.9		
Elevated Park	90,675	2.08	<b>Open Space in Excess of Required</b>	<b>2.95</b>
<b>Dog Park</b>	13,235	<b>0.30</b>		
P3 Retail	9,660	0.22		
Subtotal	113,570	2.61		
Grand Total	413,795.00	9.50	<b>128,692.76</b>	

Willow Village size	59.4 ac
Appraisal Value	\$623,255,000
Bonus Development	
<b>Value per Acre</b>	<b>\$10,492,508</b>

# **EXHIBIT G**

## **Elevated Park Improvement Costs**

**SUMMARY - ELEVATED PARK**

Element	Subtotal	Total	Cost / SF	Cost / SF
<b>A) Shell (1-5)</b>		<b>\$83,191,477</b>		<b>\$899.81</b>
1 Foundations	\$20,798,684		\$224.96	
2 Vertical Structure				
3 Floor & Roof Structures	\$38,208,347		\$413.27	
4 Exterior Cladding	\$21,965,550		\$237.58	
5 Roofing and Waterproofing	\$2,218,896		\$24.00	
<b>B) Interiors (6-7)</b>				
6 Interior Partitions, Doors and Glazing				
7 Floor, Wall and Ceiling Finishes				
<b>C) Equipment and Vertical Transportation (8-9)</b>		<b>\$5,750,000</b>		<b>\$62.19</b>
8 Function Equipment and Specialties				
9 Stairs and Vertical Transportation	\$5,750,000		\$62.19	
<b>D) Mechanical and Electrical (10-13)</b>		<b>\$6,097,716</b>		<b>\$65.95</b>
10 Plumbing Systems	\$1,109,448		\$12.00	
11 Heating, Ventilation and Air Conditioning				
12 Electrical Lighting, Power and Communications	\$4,063,728		\$43.95	
13 Fire Protection Systems	\$924,540		\$10.00	
<b>E) Site Construction (14-16)</b>		<b>\$15,317,505</b>		<b>\$165.68</b>
14 Site Preparation and Demolition				
15 Site Paving, Structures & Landscaping	\$15,317,505		\$165.68	
16 Utilities on Site				
Subtotal		\$110,356,698		\$1,193.64
General Conditions	4.96%	\$5,473,692		\$59.20
Subtotal		\$115,830,390		\$1,252.84
General Requirements	3.27%	\$3,787,654		\$40.97
Subtotal		\$119,618,044		\$1,293.81
Precon GC's	0.30%	\$358,854		\$3.88
Subtotal		\$119,976,898		\$1,297.69
Builder's Risk on Direct Cost Only	0.65%	\$717,319		\$7.76
Subtotal		\$120,694,216		\$1,305.45
SDI		<i>Included</i>		<i>Included</i>
Subtotal		\$120,694,216		\$1,305.45
P&P	0.80%	\$965,554		\$10.44
Subtotal		\$121,659,770		\$1,315.90
Contractor's Fee	2.75%	\$3,345,644		\$36.19
Subtotal		\$125,005,414		\$1,352.08
Design / Construction Contingency	7.50%	\$9,375,406		\$101.41
Subtotal		\$134,380,820		\$1,453.49
Liability Insurance	0.70%	\$940,666		\$10.17
Total		\$135,321,486		\$1,463.66

**TOTAL ESTIMATED CONSTRUCTION COST** \$135,321,486 \$1,463.66

# **EXHIBIT H**

## **Town Square Improvement Costs**



**SUMMARY - TOWN SQUARE**

Element	Subtotal	Total	Cost / SF	Cost / SF
<b>A) Shell (1-5)</b>				
1 Foundations				
2 Vertical Structure				
3 Floor & Roof Structures				
4 Exterior Cladding				
5 Roofing and Waterproofing				
<b>B) Interiors (6-7)</b>				
6 Interior Partitions, Doors and Glazing				
7 Floor, Wall and Ceiling Finishes				
<b>C) Equipment and Vertical Transportation (8-9)</b>				
8 Function Equipment and Specialties				
9 Stairs and Vertical Transportation				
<b>D) Mechanical and Electrical (10-13)</b>				
10 Plumbing Systems				
11 Heating, Ventilation and Air Conditioning				
12 Electrical Lighting, Power and Communications				
13 Fire Protection Systems				
<b>E) Site Construction (14-16)</b>				
14 Site Preparation and Demolition				
15 Site Paving, Structures & Landscaping	\$11,987,561		\$171.25	
16 Utilities on Site	\$2,385,000		\$34.07	
Subtotal		<b>\$14,372,561</b>		<b>\$205.32</b>
General Conditions	4.96%	\$712,879		\$10.18
Subtotal		<b>\$15,085,440</b>		<b>\$215.51</b>
General Requirements	3.27%	\$493,294		\$7.05
Subtotal		<b>\$15,578,734</b>		<b>\$222.55</b>
Precon GC's	0.30%	\$46,736		\$0.67
Subtotal		<b>\$15,625,470</b>		<b>\$223.22</b>
Builder's Risk on Direct Cost Only	0.65%	\$93,422		\$1.33
Subtotal		<b>\$15,718,892</b>		<b>\$224.56</b>
SDI		<i>Included</i>		<i>Included</i>
Subtotal		<b>\$15,718,892</b>		<b>\$224.56</b>
P&P	0.80%	\$125,751		\$1.80
Subtotal		<b>\$15,844,643</b>		<b>\$226.35</b>
Contractor's Fee	2.75%	\$435,728		\$6.22
Subtotal		<b>\$16,280,370</b>		<b>\$232.58</b>
Design / Construction Contingency	7.50%	\$1,221,028		\$17.44
Subtotal		<b>\$17,501,398</b>		<b>\$250.02</b>
Liability Insurance	0.70%	\$122,510		\$1.75
Total		<b>\$17,623,908</b>		<b>\$251.77</b>

<b>TOTAL ESTIMATED CONSTRUCTION COST</b>	<b>\$17,623,908</b>	<b>\$251.77</b>
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# **EXHIBIT I**

## **Publicly Accessible Open Space Operations & Maintenance Costs**

### Town Square Plaza

This budget is for Town Square Plaza and includes Maintenance and Reserve elements. This is a stand alone budget and the Willow Village budget includes components and budget numbers for this park, which will

#### Maintenance

Area	Item	Units	Total Monthly	Total Annually	Standard
Town Square Plaza	Electricity	1	708.00	8,496.00	Utility
Town Square Plaza	Water	1	243.75	2,925.00	Utility
Town Square Plaza	Janitorial Maintenance	1	83.33	1,000.00	Industry Standard
Town Square Plaza	Janitorial Supplies	1	50.00	600.00	Industry Standard
Town Square Plaza	Landscape Area	7500	375.00	4,500.00	Estimated Quantity
Town Square Plaza	Landscape & Irrigation Supply	1	93.75	1,125.00	DRE
Town Square Plaza	Tree Maintenance	80	266.67	3,200.00	Industry Standard
Town Square Plaza	Minor Repairs	1	250.00	3,000.00	Industry Standard
Town Square Plaza	Refuse	10	150.00	1,800.00	DRE
Town Square Plaza	Pest Control	1	125.00	1,500.00	DRE
Town Square Plaza	Pet Waste Station Supplies	0	0.00	0.00	Industry Standard
Town Square Plaza	Lighting Maint. & Supply	50	0.00	0.00	Estimated Quantity
Town Square Plaza	Elevator Maintenance	0	0.00	0.00	Industry Standard
Town Square Plaza	Backflow Device Maintenance	1	33.33	400.00	Industry Standard
Town Square Plaza	Vandalism/Contingency	1	118.94	1,427.30	Industry Standard
<b>TOTAL MAINTENANCE</b>			<b>2,497.78</b>	<b>29,973.30</b>	

#### Reserves

Area	Item	Units	Unit Cost	Remain. Life	Total Monthly	Total Annually	Standard
General	Concrete Pavers	69,500	0.08	0	463.33	5,560.00	DRE
General	Concrete Seat Wall - LF	600	0.05	0	2.50	30.00	DRE
General	Entry Monument	0	0.00	20	0.00	0.00	Industry Standard
Amenities	Plaza Furniture	8	20,000.00	8	1,666.67	20,000.00	Industry Standard
Amenities	Pet Waste Station	0	2,250.00	10	0.00	0.00	Industry Standard
Amenities	Trash Receptacles	10	500.00	10	0.00	0.00	Estimated Quantity
Amenities	Tubular Steel Fence - LF	0	1.00	0	0.00	0.00	Industry Standard
Amenities	Tubular Steel Fence - SF	0	3.00	0	0.00	0.00	Industry Standard
Amenities	Railing - LF	0	3.00	0	0.00	0.00	Industry Standard
Amenities	Lighting - Pedestrian Poles	50	100.00	0	416.67	5,000.00	Estimated Quantity
Amenities	Drinking Fountains	0	1,500.00	10	0.00	0.00	See Willow Village Budget
Amenities	Elevators	0	4,000.00	8	0.00	0.00	DRE
Landscape	Irrigation Controllers	1	4,000.00	1	333.33	4,000.00	Industry Standard
Landscape	Tree Replacement - 3%	2	300.00	1	60.00	720.00	Industry Standard
Landscape	Landscape	7,500	0.05	0	31.25	375.00	Estimated Quantity
Landscape	Landscape - Synthetic Turf	0	0.05	0	0.00	0.00	Industry Standard
<b>TOTAL RESERVES</b>					<b>2,973.75</b>	<b>35,685.00</b>	

#### TOTAL BUDGETED AMOUNT

5,471.53      65,658.30

**Public Access Park**

This budget is for Public Access Park and includes Maintenance and Reserve elements. This is a stand alone budget and the Willow Village budget includes components and budget numbers for this park, which will

**Maintenance**

Area	Item	Units	Total Monthly	Total Annually	Standard
Public Access Park	Electricity	1	159.00	1,908.00	Utility
Public Access Park	Water	1	2,470.90	29,650.80	Utility
Public Access Park	Janitorial Maintenance	1	83.33	1,000.00	Industry Standard
Public Access Park	Janitorial Supplies	1	50.00	600.00	Industry Standard
Public Access Park	Landscape Area	134,600	6,730.00	80,760.00	DRE
Public Access Park	Landscape & Irrigation Supply	1	1,682.50	20,190.00	DRE
Public Access Park	Tree Maintenance	0	0.00	0.00	See Willow Village Budget
Public Access Park	Minor Repairs	1	250.00	3,000.00	Industry Standard
Public Access Park	Playground Inspections	1	41.67	500.00	Industry Standard
Public Access Park	Pest Control	1	125.00	1,500.00	DRE
Public Access Park	Lighting Maint. & Supply	0	0.00	0.00	See Willow Village Budget
Public Access Park	Backflow Device Maintenance	1	33.33	400.00	Industry Standard
Public Access Park	Vandalism/Contingency	1	208.33	2,500.00	Industry Standard
<b>TOTAL MAINTENANCE</b>			<b>11,834.07</b>	<b>142,008.80</b>	

**Reserves**

Area	Item	Units	Unit Cost	Remain. Life	Total Monthly	Total Annually	Standard
General	Paint	0	0.16	0	0.00	0.00	See Willow Village Budget
General	CIP Concrete	670	0.05	0	2.79	33.50	DRE
General	Asphalt - Parking Lot	13,600	0.20	0	226.67	2,720.00	See Willow Village Budget
General	Entry Monument	1	10,000.00	20	41.67	500.00	Industry Standard
General	Playground Area, Equip, Fencing	1	1,000,000.00	15	5,555.56	66,666.67	Industry Standard
Amenities	Benches	8	1,200.00	15	53.33	640.00	Industry Standard
Amenities	Bike Racks	0	1,000.00	10	0.00	0.00	See Willow Village Budget
Amenities	Trash Receptacles	0	500.00	10	0.00	0.00	See Willow Village Budget
Amenities	Signage	0	5,000.00	0	0.00	0.00	See Willow Village Budget
Amenities	Drinking Fountains	0	1,500.00	10	0.00	0.00	See Willow Village Budget
Amenities	Restroom Fixtures	1	15,000.00	12	104.17	1,250.00	Industry Standard
Landscape	Irrigation Controllers	1	4,000.00	12	27.78	333.33	Industry Standard
Landscape	Tree Replacement	0	300.00	0	0.00	0.00	See Willow Village Budget
Landscape	Landscape	134,600	0.05	0	560.83	6,730.00	DRE
<b>TOTAL RESERVES</b>					<b>6,572.79</b>	<b>78,873.50</b>	
<b>TOTAL BUDGETED AMOUNT</b>					<b>18,406.86</b>	<b>220,882.30</b>	





### Elevated Park

This budget is for Elevated Park and includes Maintenance and Reserve elements. This is a stand alone budget and the Willow Village budget includes components and budget numbers for this park, which will

#### Maintenance

Area	Item	Units	Total Monthly	Total Annually	Standard
Elevated Park	Electricity	1	2,357.00	28,284.00	Utility
Elevated Park	Water	1	1,543.13	18,517.50	Utility
Elevated Park	Janitorial Maintenance	1	83.33	1,000.00	Industry Standard
Elevated Park	Janitorial Supplies	1	50.00	600.00	Industry Standard
Elevated Park	Landscape Area	86,250	4,312.50	51,750.00	DRE
Elevated Park	Landscape & Irrigation Supply	1	1,078.13	12,937.50	DRE
Elevated Park	Tree Maintenance	150	500.00	6,000.00	Estimated Quantity
Elevated Park	Minor Repairs	1	500.00	6,000.00	Industry Standard
Public Access Park	Playground Inspections	1	83.33	1,000.00	Industry Standard
Elevated Park	Pest Control	1	125.00	1,500.00	DRE
Elevated Park	Pet Waste Station Supplies	0	0.00	0.00	Industry Standard
Elevated Park	Lighting Maint. & Supply	24	60.00	720.00	Industry Standard
Elevated Park	Elevator Maintenance	4	1,166.67	14,000.00	Industry Standard
Elevated Park	Backflow Device Maintenance	1	33.33	400.00	Industry Standard
Elevated Park	Vandalism/Contingency	1	250.00	3,000.00	Industry Standard
<b>TOTAL MAINTENANCE</b>			<b>12,142.42</b>	<b>145,709.00</b>	

#### Reserves

Area	Item	Units	Unit Cost	Remain. Life	Total Monthly	Total Annually	Standard
General	CIP Concrete	1,370	0.05	0	5.71	68.50	DRE
General	Entry Monument	1	10,000.00	20	41.67	500.00	Industry Standard
General	Public Art	1	100,000.00	30	277.78	3,333.33	Industry Standard
General	Play Plaza Equipment	1	50,000.00	15	277.78	3,333.33	Industry Standard
General	Play Structure	1	75,000.00	15	416.67	5,000.00	Industry Standard
General	Picnic Plaza	1	30,000.00	15	166.67	2,000.00	Industry Standard
General	Plaza Kiosk	1	25,000.00	15	138.89	1,666.67	Industry Standard
Amenities	Concrete Seats	8	2,500.00	15	111.11	1,333.33	Industry Standard
Amenities	Benches	8	1,200.00	15	53.33	640.00	Industry Standard
Amenities	Pet Waste Station	4	2,250.00	10	75.00	900.00	Industry Standard
Amenities	Trash Receptacles	0	500.00	10	0.00	0.00	See Willow Village Budget
Amenities	Tubular Steel Fence - LF	500	1.00	0	41.67	500.00	Estimated Quantity
Amenities	Tubular Steel Fence - SF	6,000	3.00	0	1,500.00	18,000.00	Estimated Quantity
Amenities	Railing - LF	1,520	3.00	0	380.00	4,560.00	Estimated Quantity
Amenities	Lighting - Pedestrian Poles	24	100.00	0	200.00	2,400.00	Industry Standard
Amenities	Drinking Fountains	0	1,500.00	10	0.00	0.00	See Willow Village Budget
Amenities	Elevators - Cab Refurbishment	4	5,000.00	10	166.67	2,000.00	DRE
Landscape	Irrigation Controllers	1	4,000.00	1	333.33	4,000.00	Industry Standard
Landscape	Tree Replacement - 3%	5	300.00	1	112.50	1,350.00	Industry Standard
Landscape	Landscape	86,250	0.05	0	359.38	4,312.50	DRE
Landscape	Landscape - Synthetic Turf	0	0.20	1	0.00	0.00	See Willow Village Budget
<b>TOTAL RESERVES</b>					<b>4,658.14</b>	<b>55,897.67</b>	
<b>TOTAL BUDGETED AMOUNT</b>					<b>16,800.56</b>	<b>201,606.67</b>	

Facility	Opex	Reserves	Total
Community Park	142,009	78,874	220,882
Dog Park	19,627	10,481	30,107
Elevated Park	145,709	55,898	201,607
Town Square	29,973	35,685	65,658
Totals	337,318	180,937	518,255

Annual Opex and Reserves 30 years 15,547,636  
 NPV of Opex and Reserves 6% Discount 7,133,693

## RESOLUTION NO. 6360

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING THE COMMUNITY AMENITIES LIST DEVELOPED THROUGH THE CONNECTMENLO PROCESS

**WHEREAS**, the City of Menlo Park recently updated the Housing, Open Space and Conservation, and Safety Elements of the General Plan; and

**WHEREAS**, the Land Use and Circulation Elements of the General Plan have not been updated since 1994 and the City desires to complete the next phase in its update of the General Plan; and

**WHEREAS**, in December 2014, the City Council adopted the guiding principles for the ConnectMenlo General Plan Update, which were crafted through a rigorous community outreach and engagement process; and

**WHEREAS**, subsequent to the adoption of the guiding principles, the City embarked on a multi-year process to update the Land Use and Circulation Elements of the General Plan known as ConnectMenlo; and

**WHEREAS**, the ConnectMenlo General Plan and M-2 Zoning Update included over 60 organized events including workshops and open houses, mobile tours of the City of Menlo Park and nearby communities, informational symposia, stakeholder interviews, focus groups, recommendations by a General Plan Advisory Committee composed of City commissioners, elected officials, and community members, and consideration by the Planning Commission and City Council at public meetings; and

**WHEREAS**, the Land Use Element includes a policy and program for bonus level development in exchange for the provision of community amenities; and

**WHEREAS**, the O (Office), L-S (Life Sciences), and R-MU (Residential, Mixed Use) districts also allow the potential for bonus level development within specific areas defined by the zoning map where denoted by B (Bonus), in exchange for sufficient community amenities provided by the developer; and

**WHEREAS**, bonus level development allows a project to develop at a greater level of intensity with an increased floor area ratio, density, and/or increased height. There is a reasonable relationship between the increased density and/or intensity of development and the increased effects on the surrounding community. The required community amenities are intended to address identified community needs that result from the effect of the increased development intensity on the surrounding community. The value of the community amenities is a generally applicable legislatively imposed formula; and

**WHEREAS**, the City developed the Community Amenities List, attached hereto as Exhibit A, through an extensive public outreach and input process that included community members, including residents, property owners, and key stakeholders through outreach meetings, public meetings, GPAC meetings, and public hearings; and



**WHEREAS**, the Community Amenities List reflects the community's priority of benefits within the M-2 Area as identified through the community outreach and engagement process; and

**WHEREAS**, the City Council may amend the Community Amenities List from time to time by resolution to reflect potential changes in the community's priorities and desired amenities; and

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

**WHEREAS**, an Environmental Impact Report was prepared for the project, which includes the bonus development potential and certified by the City Council on November 1, 2016, in accordance with the provisions of the California Environmental Quality Act and CEQA Guidelines. Findings and a statement of overriding considerations were adopted by the City Council on November 1, 2016 by Resolution No.; and

**WHEREAS**, after notice having been lawfully given, a public hearing was scheduled and held before the Planning Commission of the City of Menlo Park on October 19, 2016 and October 24, 2016 whereat all persons interested therein might appear and be heard; and

**WHEREAS**, the Planning Commission of the City of Menlo Park having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter voted affirmatively to recommend to the City Council of the City of Menlo Park to approve the Community Amenities List; and

**WHEREAS**, after notice having been lawfully given, a public hearing was scheduled and held before the City Council of the City of Menlo Park on November 15, 2016 and November 29, 2016 whereat all persons interested therein might appear and be heard; and

**WHEREAS**, the City Council of the City of Menlo Park having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter voted affirmatively to approve the Community Amenities List; and


**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Menlo Park hereby approves the Community amenities List, attached hereto as Exhibit A, incorporated herein by this reference.



I, Pamela Aguilar, City Clerk of Menlo Park, do hereby certify that the above and foregoing Council Resolution was duly and regularly passed and adopted at a meeting by said Council on the 29th day of November, 2016, by the following votes:

AYES: Carlton, Cline, Keith, Ohtaki  
NOES: Mueller  
ABSENT: None  
ABSTAIN: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this 28th day of May, 2019.

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





## REVIEW THE PROPOSED COMMUNITY AMENITIES

The amenities described below were identified during the Belle Haven Vision Plan and during the first year of the ConnectMenlo process. They were ranked in this order in a survey in March/April, 2015. Approximate cost estimates have been added for each amenity.

**Place a dot to the left of the amenities that you think are most important.**

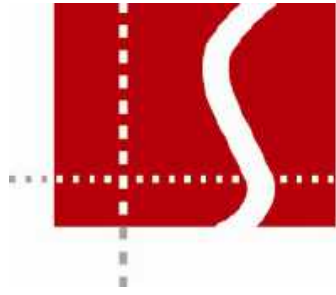
Transit and Transportation Improvements	Jobs and Training at M-2 Area Companies	Social Service Improvements	
A. Sidewalks, lighting, and landscaping – \$100 per linear foot <i>Enhance landscaping and lighting and fill gaps in sidewalk to improve the overall walkability</i>	A. Job opportunities for residents – \$10,000 in specialized training per employee <i>Local employers have a hiring preference for qualified residents</i>	A. Education improvements in Belle Haven – \$10,000 per student <i>Improvements to the quality of student education and experience in Belle Haven</i>	
B. Traffic-calming on neighborhood streets – \$100,000 per block/intersection <i>Address cut-through traffic with design features</i>	B. Education and enrichment programs for young adults – \$10,000 per participant <i>Provide programs that target students and young adults to be competitive in the job market, including existing tech jobs</i>	B. Medical center – \$5 million to construct (\$200 per square foot) <i>Medical center providing health care services and out-patient care</i>	
C. Bike trails, paths or lanes – \$100,000/mile <i>Install new bike lanes and pedestrian paths and connect them to existing facilities and BayTrail</i>	C. Job training programs and education center – \$10,000 per participant <i>Provide residents with job training programs that prepare them with job skills</i>	C. Library improvements at Belle Haven – \$300,000 <i>Expand library programs and activities, especially for children</i>	
D. Dumbarton Rail– \$175 million to construct and open to city <i>Utilize the right-of-way for new transit line between Redwood City and Menlo Park in the near term with stations and a new bike/pedestrian path</i>	D. Paid internships and scholarships for young adults – \$10,000 per participant <i>Provide internships at local companies and scholarships to local youth to become trained for tech jobs</i>	D. High-Quality Affordable Housing – \$440,000/unit less land <i>\$80,000 typical permit local gap financing needed for a tax-credit project Integrate quality affordable housing units into new development</i>	
E. Innovative transportation solutions (i.e. personal rapid transit) – Price/Varies <i>Invest in new technology like pod cars and transit that uses separate tracks</i>	<b>Energy, Technology, &amp; Utilities Infrastructure</b>		
F. Bus service and amenities – \$5,000 per rider seat <i>Increase the number of bus stops, bus frequency and shuttles, and bus shelters</i>	A. Underground power lines – \$200/foot min., \$50,000/project <i>Remove overhead power lines and install them underground along certain roads</i>	E. Senior service improvements – \$100,000 per year <i>Increase the senior services at the Senior Center to include more aides and programs</i>	
<b>Community-serving Retail</b>			
A. Grocery store – \$15 million to construct (\$200 per sq ft) plus 25% soft costs, financing, etc.; \$2.7 million for 2 years of subsidized rent <i>A full-service grocery store providing a range of goods, including fresh fruits, vegetables and meat and dairy products</i>	B. Incentives for private home energy upgrades, renewable energy, and water conservation – \$5,000 per home <i>Offer financial assistance or other incentives to help area residents pay for energy-efficient and water conserving home improvements</i>	F. Add restroom at Onetta Harris Community Center – \$100,000 <i>Additional restroom at the community center</i>	
B. Restaurants – \$1.3 million (3,000 sq ft at \$400 per sq ft plus 25% for soft costs, financing, etc.) <i>A range of dining options, from cafes to sit-down restaurants, serving residents and local employees</i>	C. Telecommunications investment – \$250 per linear foot <i>Improve the area's access to wifi, broadband, and other new technologies</i>	G. Pool House remodel in Belle Haven – \$300,000 <i>Remodel pool for year-round use with new heating and changing areas</i>	
C. Pharmacy – \$3.75 million (13,000 sq ft at \$200 per sq ft, plus 25% for soft costs, financing, etc.) <i>A full-service pharmacy that fills prescriptions and offers convenience goods</i>	D. Soundwalls adjacent to Highway 101 – \$300,000 (\$600/foot) <i>Construct soundwalls between Highway 101 and Kelly Park to reduce sound</i>	<b>Park and Open Space Improvements</b>	
D. Bank/ATM – \$1.88 million (2,000 sq ft at \$300 per sq ft plus 25% for soft costs, financing, etc.) <i>A bank or credit union branch with an ATM</i>		A. Tree planting – \$10,000 per acre <i>Plant trees along streets and parks to increase tree canopy</i>	
		B. Bedwell Bayfront Park improvements – \$300,000 <i>Improve access to the park and trails within it</i>	
		C. Community garden(s) – \$28,000 to construct – 0.3 acres, 25 beds, 2 picnic tables <i>Expand space for community to plant their own produce and flower gardens</i>	
		D. Dog park – \$200,000 for 0.5 acre (no land cost included) <i>Provide a dedicated, enclosed place where dogs can run</i>	



**ATTACHMENT #2:**

**FEBRUARY 2022 INCREMENTAL COST ESTIMATE – PARCEL 2  
(GROCERY STORE SPACE)**





**Leland Saylor  
Associates**  
A Certified DVBE

**CONCEPT ESTIMATE - PARCEL 2: reconciliation**

**DRAFT FOR REVIEW**

**MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES  
(FACEBOOK)  
MENLO PARK, CA**

LSA JOB NUMBER:  
**21-079AP2R2**

**February 24, 2022**

PREPARED FOR  
**BAY AREA ECONOMICS (BAE)**  
BY LELAND SAYLOR ASSOCIATES

1777 Oakland Blvd, Ste 103 | Walnut Creek | CA | 94596  
415-291-3200 | 415-291-3201 (f) | [www.lelandsaylor.com](http://www.lelandsaylor.com)



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)      JOB NUMBER: 21-079AP2R2  
LOCATION: MENLO PARK, CA      PREPARED BY: MP  
CLIENT: BAY AREA ECONOMICS (BAE)      BID DATE:  
DESCRIPTION: CONCEPT ESTIMATE - PARCEL 2: reconciliation      ESTIMATE DATE: 2/24/2022

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PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
LOCATION: MENLO PARK, CA  
CLIENT: BAY AREA ECONOMICS (BAE)  
DESCRIPTION: CONCEPT ESTIMATE - PARCEL 2: reconciliation

JOB NUMBER: 21-079AP2R2  
PREPARED BY: MP  
CHECKED BY: MP, BSS  
ESTIMATE DATE: 2/24/2022

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## SECTION I

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# PREFACE AND NOTES TO THE ESTIMATE



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PARCEL 2: reconciliation

JOB NUMBER: 21-079AP2R2  
 PREPARED BY: MP  
 BID DATE:  
 ESTIMATE DATE: 2/24/2022

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## PREFACE AND NOTES TO THE ESTIMATE

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### 1.0 PROJECT SYNOPSIS

#### 1.1 TYPE OF STUDY:

CONCEPT ESTIMATE - PARCEL 2: reconciliation  
 NOTE: CORE/SHELL ONLY

#### 1.2 PROJECT DESCRIPTION OF ELEMENTS:

Construction Type:	Partial concrete frame/structural studs
Foundation Type:	Standard
Exterior Wall Type:	Cement plaster, accents, punched windows
Roof Type:	Single ply system, plus waterproofing raised terraces
Stories Below Grade:	One plus pit (parking)
Stories Above Grade:	Six
Sitework:	Excluded from this study
Plumbing System:	Mixed use residential/retail main service supply only
Mechanical System:	Mixed use residential/retail warm shell service supply only
Fire Protection System:	Sprinkler
Electrical Service:	Mixed use residential/retail warm shell service supply only
Special Construction:	
Other Specialized Services:	

#### 1.3 GENERAL NOTES REGARDING PROJECT / BASIS OF ESTIMATE / EXECUTIVE SUMMARY:

This project is part of a much wider mixed use development. This study is for parcel 2 only and is prepared to allow reasonable cost allocation to specific project elements providing community amenities value, namely retail (grocery store) use. The estimate is incremental, and does not consider all systems, nor site work - refer to detail





PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
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 PREPARED BY: MP  
 BID DATE:  
 ESTIMATE DATE: 2/24/2022

## PREFACE AND NOTES TO THE ESTIMATE

### 1.4 CONTROL QUANTITIES:

Number of Stories above grade 6

Gross Areas:

Basement Parking Pit

Basement B01

L1

L2

L3

L4

L5

L6

Total Building

Total Basement

Footprint Area: Parking

Footprint Area: Building

Parapet

Gross Wall Area: Basement

Retail GSF

Community Amenities Retail

Entertainment

Bank/Credit Union

Dining

Total Parcel 3

Parking allocation @ factor

Dining - offsite @ Chevron

Pharmacy - offsite @ Hamilton

Grocery

Concrete Frame Support Area

Residential Suspended Floor

Gross Façade Area: L1-L6

Gross Façade Area: L1

Windows or Glazing Area: %

Windows or Glazing Area: SF

Parapet

Roof Equipment Screen

Roof Area - Total:

Waterproofed Terraces:

L1 Over Parking Waterproof

Interior Partition Ratio

Interior Partition SF

Parking:

Residential

Commercial

Total

Enclosed	Covered (50%)	Total
18,960	0	18,960
101,944	0	101,944
111,601	0	111,601
93,940	0	93,940
71,341	3839	73,261
75,180	0	75,180
71,725	0	71,725
59,038	0	59,038
482,825	3,839	484,745
120,904		120,904

Story Heights

Perimeter

7.25

966

10

1,520

16.167

1,735

12.25

1,918

12.33

3,282

11

3,282

11

3,200

10.33

3,100

90.327

4.17

6,796

31.98%

Basement

L1

L2

351

351

83

200

283

634



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PARCEL 2: reconciliation

JOB NUMBER: 21-079AP2R2  
 PREPARED BY: MP  
 BID DATE:  
 ESTIMATE DATE: 2/24/2022

## PREFACE AND NOTES TO THE ESTIMATE

### 2.0 DEFINITIONS

#### 2.1 ESTIMATE OF COST:

An Estimate of Cost is prepared from a survey of the quantities of work; items prepared from written or drawn information provided at the "PHASE", working drawing or bid-documents stage of the design. Historical costs, information provided by contractors and suppliers, plus judgmental evaluation by the Estimator are used as appropriate as the basis for pricing. Allowances as appropriate will be included for items of work which are not indicated on the design documents provided that the Estimator is made aware of them, or which, in the judgment of the Estimator, are required for completion of the work. We cannot, however, be responsible for items or work of an unusual nature of which we have not been informed.

#### 2.2 BID:

An offer to enter a contract to perform work for a fixed sum, to be completed within a limited period of time.

### 3.0 BIDS & CONTRACTS

#### 3.1 MARKET CONDITIONS:

In the current market conditions for construction, our experience shows the following results on competitive bids, as a differential from company final estimates:

Number of Bids	Percentage Differential
1	+25 to 100%
2 - 3	+10 to 25%
4 - 5	0 to +10%
6 - 7	0 to -10%
8 or more	-10 to -20%

Accordingly, it is extremely important to ensure that a minimum of 4 to 5 valid bids are received. Since we have no control over the bid process, there is no guarantee that proposals, bids or construction cost will not vary from our opinions or our estimates. Please see Competitive Bidding Statement in the estimate detail section for more information.



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
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## PREFACE AND NOTES TO THE ESTIMATE

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### 4.0 ESTIMATE DOCUMENTS

4.1 This Estimate has been compiled from the following documents and information supplied:

**DRAWINGS:**

Architectural Control Package - Parcel 2, dated 09/07/21

**SPECIFICATIONS / PROJECT MANUAL:**

None

**COSTS PROVIDED BY OTHERS:**

None

4.2 The user is cautioned that significant changes in the scope of the project, or alterations to the project documents after completion of the estimate level or job type can cause major cost changes.

### 5.0 GROSS SQUARE FEET

	GSF
BUILDING: CORE & WARM SHELL (INCLUDES BASEMENT)	605,649
GROCERY STORE WITH PARKING	37,563

### 6.0 WAGE RATES

6.1 **MARKET WAGE RATES:**

This Estimate is based on prevailing wage-rates and conditions currently applicable in Menlo Park, CA



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PARCEL 2: reconciliation

JOB NUMBER: 21-079AP2R2  
 PREPARED BY: MP  
 BID DATE:  
 ESTIMATE DATE: 2/24/2022

## PREFACE AND NOTES TO THE ESTIMATE

**7.0** **PRORATE ADDITIONS TO THE ESTIMATE**

**7.1** **GENERAL CONDITIONS / GENERAL REQUIREMENTS:** **8.50%**

An allowance based on 10% of the construction costs subtotal has been included for Contractor's General Conditions and General Requirements.

**7.2** **DESIGN CONTINGENCY:** **25.00%**

An allowance based on 25% of the construction costs subtotal has been included for Design Contingency.

NOTE: This allowance is intended to provide a Design Contingency sum only; for use during the design process. It is not intended to provide for a Construction Contingency sum.

**7.3** **ESCALATION: EXCLUDED** **-5.00%**

No forward escalation is included. A deductive allowance of 5% has been included in this estimate to align costs for reconciliation purposes only. (Applicant estimate dated April 2021).

<b>NONE ALLOWED</b>	
Construction start date:	
Construction period:	
Mid-point of construction:	
Annual escalation rate:	
Allowance for escalation:	-5.00%

No allowance has been made for Code Escalation or Technological Escalation.

**7.4** **REMOTE SITE FACTOR:** **0.00%**

No costs relating to project Remote Site are included in the price.





PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
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## PREFACE AND NOTES TO THE ESTIMATE

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**7.5 PHASING ALLOWANCE: 0.00%**

No costs relating to Phasing is included in the price.

**7.6 BONDS AND INSURANCE: 2.50%**

An allowance of 2.5% of the construction cost subtotal is included to provide for the cost of Payment and Performance Bonds, if required.

**7.7 CONTRACTOR'S FEE: 2.75%**

An allowance based on 4.5% of the construction cost subtotal is included for the Contractor's office Overhead and Profit. Office overhead of the contractor is always included with the fee.

All field overhead of the contractor is included in the General Conditions section of the estimate.

**8.0 SPECIAL NOTES PERTAINING TO THIS ESTIMATE**

**8.1 SPECIFIC INCLUSIONS:**

The following items are specifically included in this estimate:  
 Refer Detailed estimates

**8.2 SPECIFIC EXCLUSIONS:**

The following items are specifically excluded from this estimate:

- Design & soft Costs
- Program/Construction Management
- Owner Soft Costs
- Legal Fees
- Special Inspections
- Escalation - All costs are current \$
- Demolition/Site acquisition & Prep
- Site Development & Landscaping



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
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DESCRIPTION: CONCEPT ESTIMATE - PARCEL 2: reconciliation

JOB NUMBER: 21-079AP2R2  
PREPARED BY: MP  
CHECKED BY: MP, BSS  
ESTIMATE DATE: 2/24/2022

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## SECTION II

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# SUMMARY OF THE ESTIMATE

PROJECT:	MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)	LSA JOB NO:	21-079AP2R2
LOCATION:	MENLO PARK, CA	PREPARED BY:	MP
CLIENT:	BAY AREA ECONOMICS (BAE)	CHECKED BY:	MP, BSS
DESCRIPTION:	CONCEPT ESTIMATE - PARCEL 2: reconciliation	DATE:	2/24/2022
	SUMMARY OF THE ESTIMATE	ESTIMATE BASE DATE:	11/19/2021

**CONCEPT ESTIMATE - PARCEL 2: reconciliation**

DIV #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTALS
<b>SUMMARY OF THE ESTIMATE</b>					
1.0	<b>COST-MODEL CONSTRUCTION COSTS</b>				
	<b>GROCERY STORE WITH PARKING</b>	37,563	GSF	524.22	<b>\$ 19,691,154</b>
	<b>PRORATES ARE INCLUDED IN ABOVE FIGURES</b>				
	General Conditions	8.50%			
	Design Contingency	25.00%			
	Escalation EXCLUDED. Align back to APR 2021 for reconciliation purposes	-5.00%			
	Bonds / Insurance	2.50%			
	Contractors Fee (per SCCI)	2.75%			
	REFERENCE: PARCEL 2 BUILDING COST MODEL, CORE & WARM SHELL: (GSF INCL BASEMENT)	605,649	GSF	283.48	<b>\$171,689,042</b>

PROJECT:	<b>MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)</b>	LSA JOB NO:	<b>21-079AP2R2</b>
LOCATION:	<b>MENLO PARK, CA</b>	PREPARED BY:	<b>MP</b>
CLIENT:	<b>BAY AREA ECONOMICS (BAE)</b>	CHECKED BY:	<b>MP, BSS</b>
DESCRIPTION:	<b>CONCEPT ESTIMATE - PARCEL 2: reconciliation</b>	DATE:	<b>2/24/2022</b>
	<b>SUMMARY OF THE ESTIMATE</b>	ESTIMATE BASE DATE:	<b>11/19/2021</b>

**CONCEPT ESTIMATE - PARCEL 2: reconciliation**

DIV #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTALS
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**Competitive Bidding**

The prices in this Estimate are based on Competitive Bidding. Competitive Bidding is receiving responsive bids from at least five (5) or more General Contractors and three (3) or more responsive bids from Major Subcontractors or Trades. Major Subcontractors are Structural Steel, Plaster / EIFS Contractors, Mechanical, Plumbing and Electrical Subcontractors.

Without Competitive Bidding, Contractor bids can and have ranged from 25%-to 100% over the prices in this Estimate, depending on the size of the job.

We urge you to notify your client of the existing bidding climate, and work with them to ensure that the project is adequately publicized so that they can get the minimum number of bids for competitive bidding. Please contact us if you need ideas about how to publicize your project.



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
LOCATION: MENLO PARK, CA  
CLIENT: BAY AREA ECONOMICS (BAE)  
DESCRIPTION: CONCEPT ESTIMATE - PARCEL 2: reconciliation

JOB NUMBER: 21-079AP2R2  
PREPARED BY: MP  
CHECKED BY: MP, BSS  
ESTIMATE DATE: 2/24/2022

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## SECTION III

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### COMMUNITY AMENITIES

### GROCERY STORE WITH PARKING



PROJECT:	<b>MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)</b>	LSA JOB NO:	<b>21-079AP2R2</b>
LOCATION:	<b>MENLO PARK, CA</b>	PREPARED BY:	<b>MP</b>
CLIENT:	<b>BAY AREA ECONOMICS (BAE)</b>	CHECKED BY:	<b>MP, BSS</b>
DESCRIPTION:	<b>CONCEPT ESTIMATE - PARCEL 2: reconciliation</b>	DATE:	<b>2/24/2022</b>
	<b>GROCERY STORE WITH PARKING</b>	GSF	<b>37,563</b>
		%	<b>6.20%</b>

**CONCEPT ESTIMATE - PARCEL 2: reconciliation**

DIV #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTALS
<b>SUMMARY OF THE ESTIMATE</b>					
	<b>GROCERY STORE WITH PARKING</b>				
1.0	CORE/SHELL COST PARCEL 2	37,563	GSF	283.48	<b>\$ 10,648,347</b>
2.0	ADD FOR GLAZED ENTRY DOORS, DOUBLE	5	EA	40,573.88	<b>\$ 202,869</b>
3.0	ADD FOR ENTRY CANOPY FAÇADE	3,532	SF	270.49	<b>\$ 955,380</b>
4.0	ADD FOR STORY HEIGHT ALLOCATION	37,563	GSF	15.90	<b>\$ 597,144</b>
5.0	ADD FOR CURTAIN WALL L2	12,077	SF	96.09	<b>\$ 1,160,530</b>
6.0	ADD FOR INT. STOREFRONT AT PARKING L2	2,744	SF	128.48	<b>\$ 352,560</b>
7.0	DEDUCT FOR BASEMENT ADJUSTMENT				
	BASEMENT SERVES RESIDENTIAL PARKING ONLY	(37,563)	GSF	36.69	<b>\$ (1,378,090)</b>
8.0	ADD FOR PARKING ADJUSTMENT: GSF ALLOW 124 SPACES/283 PROVIDED, L1 AND L2, ADDED GSF BEYOND 6.2% GSF PORTION	43,880	GSF	111.06	<b>\$ 4,873,160</b>
9.0	ALLOW ENHANCED WARM SHELL BUILDOUT \$25+PRORATES	37,563	GSF	40.57	<b>\$ 1,524,076</b>
10.0	TI DEVELOPER CONTRIBUTION	37,563	GSF	75.00	<b>EXCLUDED</b>
11.0	PARKING SPACE FINISH, ALLOW	124	EA	2,028.69	<b>\$ 251,558</b>
12.0	BUILDING ELEVATORS SERVING RESIDENTIAL	(7)	EA	30,197.25	<b>\$ (211,381)</b>
13.0	ELEVATOR TO MEZZANINE	1	EA	215,000.00	<b>\$ 215,000</b>
14.0	ESCALATOR ALLOWANCE	1	EA	500,000.00	<b>\$ 500,000</b>
	<b>TOTAL CONSTRUCTION COSTS</b>				<b>\$ 19,691,154</b>
	<b>PRORATES ARE INCLUDED IN ABOVE FIGURES</b>				
	General Conditions	8.50%			
	Design Contingency	25.00%			
	for reconciliation purposes	-5.00%			
	Bonds / Insurance	2.50%			
	Contractors Fee (per SCCI)	2.75%			

PROJECT: **MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)**  
 LOCATION: **MENLO PARK, CA**  
 CLIENT: **BAY AREA ECONOMICS (BAE)**  
 DESCRIPTION: **CONCEPT ESTIMATE - PARCEL 2: reconciliation**  
**GROCERY STORE WITH PARKING**

LSA JOB NO: **21-079AP2R2**  
 PREPARED BY: **MP**  
 CHECKED BY: **MP, BSS**  
 DATE: **2/24/2022**  
 GSF **37,563**  
 % **6.20%**

### CONCEPT ESTIMATE - PARCEL 2: reconciliation

DIV #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTALS
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### Competitive Bidding

The prices in this Estimate are based on Competitive Bidding. Competitive Bidding is receiving responsive bids from at least five (5) or more General Contractors and three (3) or more responsive bids from Major Subcontractors or Trades. Major Subcontractors are Structural Steel, Plaster / EIFS Contractors, Mechanical, Plumbing and Electrical Subcontractors.

Without Competitive Bidding, Contractor bids can and have ranged from 25%-to 100% over the prices in this Estimate, depending on the size of the job.

We urge you to notify your client of the existing bidding climate, and work with them to ensure that the project is adequately publicized so that they can get the minimum number of bids for competitive bidding. Please contact us if you need ideas about how to publicize your project.



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
LOCATION: MENLO PARK, CA  
CLIENT: BAY AREA ECONOMICS (BAE)  
DESCRIPTION: CONCEPT ESTIMATE - PARCEL 2: reconciliation

JOB NUMBER: 21-079AP2R2  
PREPARED BY: MP  
CHECKED BY: MP, BSS  
ESTIMATE DATE: 2/24/2022

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## SECTION IV

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**BUILDING: CORE & WARM SHELL**

PROJECT: <b>MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)</b>	LSA JOB NO: <b>21-079AP2R2</b>
LOCATION: <b>MENLO PARK, CA</b>	PREPARED BY: <b>MP</b>
CLIENT: <b>BAY AREA ECONOMICS (BAE)</b>	CHECKED BY: <b>MP, BSS</b>
DESCRIPTION: <b>CONCEPT ESTIMATE - PARCEL 2: reconciliation</b>	ESTIMATE DATE: <b>2/24/2022</b>
<b>BUILDING: CORE &amp; WARM SHELL</b>	TOTAL GSF: <b>605,649</b>
	BASEMENT GSF: <b>120,904</b>
	BUILDING GSF: <b>484,745</b>

**CONCEPT ESTIMATE - PARCEL 2: reconciliation**

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
<b>A</b>	<b>SUBSTRUCTURE</b>				
<b>A10</b>	FOUNDATIONS			12.67	7,671,048
<b>A20</b>	BASEMENT CONSTRUCTION			5.95	3,605,540
	<b>SUBSTRUCTURE TOTAL</b>			<b>18.62</b>	<b>11,276,588</b>
<b>B</b>	<b>SHELL</b>				
<b>B10</b>	SUPERSTRUCTURE			64.82	39,259,584
<b>B20</b>	EXTERIOR ENCLOSURE			36.76	22,263,668
<b>B30</b>	ROOFING			7.48	4,527,703
	<b>SHELL TOTAL</b>			<b>109.06</b>	<b>66,050,955</b>
<b>C</b>	<b>INTERIORS</b>				
<b>C10</b>	INTERIOR CONSTRUCTION			3.41	2,067,215
<b>C20</b>	STAIRWAYS			2.77	1,680,000
<b>C30</b>	INTERIOR FINISHES			6.60	3,997,280
	<b>INTERIORS TOTAL</b>			<b>12.79</b>	<b>7,744,495</b>
<b>D</b>	<b>SERVICES</b>				
<b>D10</b>	CONVEYING SYSTEMS			4.16	2,520,000
<b>D20</b>	PLUMBING SYSTEMS			5.47	3,312,762
<b>D30</b>	HVAC SYSTEMS			27.18	16,462,782
<b>D40</b>	FIRE PROTECTION SYSTEMS			5.25	3,179,655
<b>D50</b>	ELECTRICAL SYSTEMS			27.08	16,398,273
	<b>SERVICES TOTAL</b>			<b>69.14</b>	<b>41,873,472</b>
<b>E</b>	<b>EQUIPMENT AND FURNISHINGS</b>				
<b>E10</b>	GROUP I EQUIPMENT			-	NONE
<b>E20</b>	FURNISHINGS (GROUP I CASEWORK)			-	NONE
	<b>EQUIPMENT AND FURNISHINGS TOTAL</b>			-	-
<b>F</b>	<b>SPECIAL CONSTRUCTION/DEMOLITION</b>				
<b>F10</b>	SPECIAL CONSTRUCTION			-	NONE
<b>F20</b>	SELECTIVE DEMOLITION			-	NONE
	<b>SPECIAL CONSTRUCTION/DEMOLITION TOTAL</b>			-	-
<b>G</b>	<b>SITWORK</b>				
<b>G10</b>	SITE PREPARATION			0.20	120,904
<b>G20</b>	SITE IMPROVEMENTS			-	NONE
<b>G30</b>	SITE CIVIL/MECHANICAL UTILITIES			0.91	550,000
<b>G40</b>	SITE ELECTRICAL UTILITIES			1.16	700,000
<b>G90</b>	OTHER SITWORK			0.83	500,000
	<b>SITWORK TOTAL</b>			<b>3.09</b>	<b>1,870,904</b>
	<b>TOTAL SITE &amp; BUILDING</b>	<b>605,649</b>	<b>GSF</b>	<b>209.60</b>	<b>126,945,510</b>

PROJECT:	<b>MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)</b>	LSA JOB NO:	<b>21-079AP2R2</b>
LOCATION:	<b>MENLO PARK, CA</b>	PREPARED BY:	<b>MP</b>
CLIENT:	<b>BAY AREA ECONOMICS (BAE)</b>	CHECKED BY:	<b>MP, BSS</b>
DESCRIPTION:	<b>CONCEPT ESTIMATE - PARCEL 2: reconciliation</b>	ESTIMATE DATE:	<b>2/24/2022</b>
	<b>BUILDING: CORE &amp; WARM SHELL</b>	TOTAL GSF:	<b>605,649</b>
		BASEMENT GSF:	<b>120,904</b>
		BUILDING GSF:	<b>484,745</b>

**CONCEPT ESTIMATE - PARCEL 2: reconciliation**

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
	<b>PRORATES</b>				
	General Conditions	8.50%			10,790,368
	Design Contingency	25.00%			31,736,378
	reconciliation purposes	-5.00%			(6,347,276)
	<b>SUBTOTAL</b>	<b>605,649</b>	<b>GSF</b>	<b>269.34</b>	<b>163,124,981</b>
	Bonds / Insurance	2.50%			4,078,125
	Contractors Fee (per SCCI)	2.75%			4,485,937
	<b>TOTAL CONSTRUCTION COSTS</b>	<b>605,649</b>	<b>GSF</b>	<b>283.48</b>	<b>171,689,042</b>



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PARCEL 2: reconciliation  
 BUILDING: CORE & WARM SHELL

LSA JOB NO: 21-079AP2R2  
 PREPARED BY: MP  
 CHECKED BY: MP, BSS  
 ESTIMATE DATE: 2/24/2022  
 TOTAL GSF: 605,649  
 BASEMENT GSF: 120,904  
 BUILDING GSF: 484,745

### CONCEPT ESTIMATE - PARCEL 2: reconciliation

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
<b>ESTIMATE DETAIL</b>					
A10	<b>FOUNDATIONS</b>				
A1010	<b>STANDARD FOUNDATIONS</b>				
	ALLOW STANDARD FOUNDATIONS, SPREAD FOOTINGS AND GRADE BEAMS AS NEEDED	120,904	SF	20.00	2,418,080
	ELEVATOR PITS	7	EA	25,000.00	175,000
	<b>SUBTOTAL A1010 - STANDARD FOUNDATIONS</b>			4.28	2,593,080
A1020	<b>SPECIAL FOUNDATIONS</b>				
	ALLOWANCE	120,904	SF	25.00	3,022,600
	<b>SUBTOTAL A1020 - SPECIAL FOUNDATIONS</b>			4.99	3,022,600
A1030	<b>SLAB ON GRADE</b>				
	SLAB ON GRADE AT P1/PIT	120,904	SF	17.00	2,055,368
	<b>SUBTOTAL A1030 - SLAB ON GRADE</b>			3.39	2,055,368
	<b>SUBTOTAL A10 - FOUNDATIONS</b>		SF	12.67	7,671,048
A20	<b>BASEMENT CONSTRUCTION</b>				
A2010	<b>BASEMENT EXCAVATION</b>				
	EXCAVATION, INCL OFF HAUL	27,745	CY	75.00	2,080,900
	<b>SUBTOTAL A2010 - BASEMENT EXCAVATION</b>			3.44	2,080,900
A2020	<b>BASEMENT WALLS</b>				
	REINFORCED CONCRETE WALLS	22,204	SF	44.67	991,756
	WATERPROOFING	22,204	SF	24.00	532,884
	<b>SUBTOTAL A2020 - BASEMENT WALLS</b>			2.52	1,524,640
	<b>SUBTOTAL A20 - BASEMENT CONSTRUCTION</b>		SF	5.95	3,605,540

PROJECT:	<b>MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)</b>	LSA JOB NO:	<b>21-079AP2R2</b>
LOCATION:	<b>MENLO PARK, CA</b>	PREPARED BY:	<b>MP</b>
CLIENT:	<b>BAY AREA ECONOMICS (BAE)</b>	CHECKED BY:	<b>MP, BSS</b>
DESCRIPTION:	<b>CONCEPT ESTIMATE - PARCEL 2: reconciliation</b>	ESTIMATE DATE:	<b>2/24/2022</b>
	<b>BUILDING: CORE &amp; WARM SHELL</b>	TOTAL GSF:	<b>605,649</b>
		BASEMENT GSF:	<b>120,904</b>
		BUILDING GSF:	<b>484,745</b>

### CONCEPT ESTIMATE - PARCEL 2: reconciliation

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
<b>B10</b>	<b>SUPERSTRUCTURE</b>				
<b>B1010</b>	<b>FLOOR CONSTRUCTION</b>				
	CONCRETE FRAME, AREA SUPPORTING, COLUMNS, BEAMS, SHEAR WALLS, ALLOW	286,185	SF	65.00	<b>18,602,025</b>
	SUSPENDED CONCRETE FLOOR, L1	111,601	SF	29.63	<b>3,306,696</b>
	SUSPENDED CONCRETE FLOOR, L2	93,940	SF	29.63	<b>2,783,407</b>
	SUSPENDED CONCRETE FLOOR, L3	73,261	SF	29.63	<b>2,170,681</b>
	VEHICLE RAMPS, ALLOW	6,000	SF	75.00	<b>450,000</b>
	STUD FRAMING INTERIOR SUPPORT WALLS	290,847	SF	16.00	<b>4,653,547</b>
	RESIDENTIAL SUSPENDED FLOOR SYSTEM, ALLOW	277,284	SF	14.00	<b>3,881,976</b>
	FLOOR INSULATION, ALLOW	556,086	SF	5.00	<b>2,780,428</b>
	<b>SUBTOTAL B1010 - FLOOR CONSTRUCTION</b>			<b>63.78</b>	<b>38,628,761</b>
<b>B1020</b>	<b>ROOF CONSTRUCTION</b>				
	STUD FRAMING INTERIOR SUPPORT WALLS	45,059	SF	14.00	<b>630,823</b>
	<b>SUBTOTAL B1020 - ROOF CONSTRUCTION</b>			<b>1.04</b>	<b>630,823</b>
	<b>SUBTOTAL B10 - SUPERSTRUCTURE</b>		<b>SF</b>	<b>64.82</b>	<b>39,259,584</b>
<b>B20</b>	<b>EXTERIOR ENCLOSURE</b>				
<b>B2010</b>	<b>EXTERIOR WALLS</b>				
	CEMENT PLASTER WALLS, INCL FRAMING, SHEATHING, WRAP, INSULATION, GYPBOARD, NO INTERIOR FINISH	78,135	SF	65.00	<b>5,078,770</b>
	ENHANCEMENTS ALLOWANCE (BRICK, SIDING, ETC)	20.00%	%		<b>1,015,754</b>
	PARAPETS	2,637	LF	225.00	<b>593,325</b>
	ROOFTOP EQUIPMENT SCREENS	1,676	LF	280.00	<b>469,280</b>
	GLAZED GUARDRAILS	385	LF	550.00	<b>211,750</b>
	<b>SUBTOTAL B2010 - EXTERIOR WALLS</b>			<b>12.17</b>	<b>7,368,879</b>

PROJECT:	MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)	LSA JOB NO:	21-079AP2R2
LOCATION:	MENLO PARK, CA	PREPARED BY:	MP
CLIENT:	BAY AREA ECONOMICS (BAE)	CHECKED BY:	MP, BSS
DESCRIPTION:	CONCEPT ESTIMATE - PARCEL 2: reconciliation	ESTIMATE DATE:	2/24/2022
	BUILDING: CORE & WARM SHELL	TOTAL GSF:	605,649
		BASEMENT GSF:	120,904
		BUILDING GSF:	484,745

### CONCEPT ESTIMATE - PARCEL 2: reconciliation

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
B2020	<b>EXTERIOR WINDOWS</b>				
	GLAZING % USED:	60.00%			
	GLAZING, PUNCHED WINDOWS, 75%	87,902	SF	115.00	10,108,706
	GLAZING, STOREFRONT, 25%	29,301	SF	140.00	4,102,083
	<b>SUBTOTAL B2020 - EXTERIOR WINDOWS</b>			<b>23.46</b>	<b>14,210,789</b>
B2030	<b>EXTERIOR DOORS</b>				
	BUILDING ENTRY	20	EA	3,500.00	70,000
	L1 RESIDENTIAL ENTRY	10	EA	2,800.00	28,000
	BALCONY DOORS (RESIDENTIAL), ALLOW	120	EA	2,800.00	336,000
	RETAIL, GLAZED, DOUBLE	50	EA	18,000.00	EXCLUDED
	VEHICULAR ACCESS/LOADING	1	LS	#####	250,000
	<b>SUBTOTAL B2030 - EXTERIOR DOORS</b>			<b>1.13</b>	<b>684,000</b>
	<b>SUBTOTAL B20 - EXTERIOR ENCLOSURE</b>		<b>SF</b>	<b>36.76</b>	<b>22,263,668</b>
B30	<b>ROOFING</b>				
B3010	<b>ROOF COVERINGS</b>				
	ROOF AREAS, SINGLE PLY SYSTEM, INCL INSULATION	75,098	SF	32.00	2,403,136
	RAISED TERRACE WATERPROOFING & INSULATION	48,044	SF	22.00	1,056,968
	RAISED TERRACE PAVING	22,599	SF	25.00	564,975
	RAISED DECK	16,142	SF	22.00	355,124
	WALKWAY PADS, ALLOW	1,500	SF	15.00	22,500
	<b>SUBTOTAL B3010 - ROOF COVERINGS</b>			<b>7.27</b>	<b>4,402,703</b>
B3020	<b>ROOF OPENINGS</b>				
	SKYLIGHTS, ALLOW	500	SF	250.00	125,000
	<b>SUBTOTAL B3020 - ROOF OPENINGS</b>			<b>0.21</b>	<b>125,000</b>
	<b>SUBTOTAL B30 - ROOFING</b>		<b>SF</b>	<b>7.48</b>	<b>4,527,703</b>

PROJECT:	MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)	LSA JOB NO:	21-079AP2R2
LOCATION:	MENLO PARK, CA	PREPARED BY:	MP
CLIENT:	BAY AREA ECONOMICS (BAE)	CHECKED BY:	MP, BSS
DESCRIPTION:	CONCEPT ESTIMATE - PARCEL 2: reconciliation	ESTIMATE DATE:	2/24/2022
	BUILDING: CORE & WARM SHELL	TOTAL GSF:	605,649
		BASEMENT GSF:	120,904
		BUILDING GSF:	484,745

**CONCEPT ESTIMATE - PARCEL 2: reconciliation**

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
C10	INTERIOR CONSTRUCTION				
C1010	PARTITIONS				
	CORE/SHELL INTERIOR WALLS, ALLOW	109,068	SF	18.00	1,963,215
	<b>SUBTOTAL C1010 - PARTITIONS</b>			3.24	1,963,215
C1020	INTERIOR DOORS				
	CORE/SHELL INTERIOR DOORS, ALLOW	40	EA	2,600.00	104,000
	<b>SUBTOTAL C1020 - INTERIOR DOORS</b>			0.17	104,000
C1030	SPECIALTIES				
	EXCLUDED: TI BUDGET				
	<b>SUBTOTAL C1030 - SPECIALTIES</b>			-	-
	<b>SUBTOTAL C10 - INTERIOR CONSTRUCTION</b>		SF	3.41	2,067,215
C20	STAIRWAYS				
C2010	STAIR CONSTRUCTION				
	ALLOW 6 FLIGHTS X 7 LEVELS	42	FLT	40,000.00	1,680,000
	<b>SUBTOTAL C2010 - STAIR CONSTRUCTION</b>			2.77	1,680,000
C2020	STAIR FINISHES				
	EXCLUDED: TI BUDGET				
	<b>SUBTOTAL C2020 - STAIR FINISHES</b>			-	-
	<b>SUBTOTAL C20 - STAIRWAYS</b>		SF	2.77	1,680,000

PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PARCEL 2: reconciliation  
 BUILDING: CORE & WARM SHELL

LSA JOB NO: 21-079AP2R2  
 PREPARED BY: MP  
 CHECKED BY: MP, BSS  
 ESTIMATE DATE: 2/24/2022  
 TOTAL GSF: 605,649  
 BASEMENT GSF: 120,904  
 BUILDING GSF: 484,745

### CONCEPT ESTIMATE - PARCEL 2: reconciliation

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
C30	INTERIOR FINISHES				
C3010	WALL FINISHES				
	CORE/SHELL AREAS ONLY, ALLOW 20%	181,695	SF	2.00	363,389
	<b>SUBTOTAL C3010 - WALL FINISHES</b>			<b>0.60</b>	<b>363,389</b>
C3020	FLOOR FINISHES				
	CORE/SHELL AREAS ONLY, ALLOW 20%	121,130	SF	12.00	1,453,556
	<b>SUBTOTAL C3020 - FLOOR FINISHES</b>			<b>2.40</b>	<b>1,453,556</b>
C3030	CEILING FINISHES				
	CORE/SHELL AREAS ONLY, ALLOW 20%	121,130	SF	18.00	2,180,335
	<b>SUBTOTAL C3030 - CEILING FINISHES</b>			<b>3.60</b>	<b>2,180,335</b>
	<b>SUBTOTAL C30 - INTERIOR FINISHES</b>		<b>SF</b>	<b>6.60</b>	<b>3,997,280</b>
D10	CONVEYING SYSTEMS				
D1010	ELEVATORS AND LIFTS				
	ELEVATORS, 7 STOP	7	EA	#####	2,520,000
	<b>SUBTOTAL D1010 - ELEVATORS AND LIFTS</b>			<b>4.16</b>	<b>2,520,000</b>
D1020	ESCALATORS AND MOVING WALKS				
	NONE ANTICIPATED				
	<b>SUBTOTAL D1020 - ESCALATORS AND MOVING WALKS</b>			<b>-</b>	<b>-</b>



PROJECT:	MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)	LSA JOB NO:	21-079AP2R2
LOCATION:	MENLO PARK, CA	PREPARED BY:	MP
CLIENT:	BAY AREA ECONOMICS (BAE)	CHECKED BY:	MP, BSS
DESCRIPTION:	CONCEPT ESTIMATE - PARCEL 2: reconciliation	ESTIMATE DATE:	2/24/2022
	BUILDING: CORE & WARM SHELL	TOTAL GSF:	605,649
		BASEMENT GSF:	120,904
		BUILDING GSF:	484,745

### CONCEPT ESTIMATE - PARCEL 2: reconciliation

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
D1090	OTHER CONVEYING SYSTEMS  NONE ANTICIPATED				
	<b>SUBTOTAL D1090 - OTHER CONVEYING SYSTEMS</b>			-	-
	<b>SUBTOTAL D10 - CONVEYING SYSTEMS</b>		SF	4.16	2,520,000
D20	PLUMBING SYSTEMS				
D2010	PLUMBING FIXTURES  NON TI FIXTURES ALLOWANCE	1	LS	25,000.00	25,000
	<b>SUBTOTAL D2010 - PLUMBING FIXTURES</b>			0.04	25,000
D2020	DOMESTIC WATER DISTRIBUTION  SERVICE PIPING TO CORE POC'S, ALLOW	605,649	GSF	1.25	757,061
	<b>SUBTOTAL D2020 - DOMESTIC WATER DISTRIBUTION</b>			1.25	757,061
D2030	SANITARY WASTE  SANITARY PIPING TO CORE POC'S, ALLOW	605,649	GSF	1.55	938,755
	<b>SUBTOTAL D2030 - SANITARY WASTE</b>			1.55	938,755
D2040	RAIN WATER DRAINAGE  RAINWATER DRAINAGE/ PER SF ROOF & TERRACES LEADERS AND OUTFLOWS	113,839 1,807	SF LF	10.00 85.00	1,138,390 153,556
	<b>SUBTOTAL D2040 - RAIN WATER DRAINAGE</b>			2.13	1,291,946
D2090	OTHER PLUMBING SYSTEMS  HOT WATER GENERATION	1	LS	#####	300,000
	<b>SUBTOTAL D2090 - OTHER PLUMBING SYSTEMS</b>			0.50	300,000
	<b>SUBTOTAL D20 - PLUMBING SYSTEMS</b>		SF	5.47	3,312,762

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DESCRIPTION:	CONCEPT ESTIMATE - PARCEL 2: reconciliation	ESTIMATE DATE:	2/24/2022
	BUILDING: CORE & WARM SHELL	TOTAL GSF:	605,649
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### CONCEPT ESTIMATE - PARCEL 2: reconciliation

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
D30	HVAC SYSTEMS				
D3010	ENERGY SUPPLY				
	SEE BELOW				
	<b>SUBTOTAL D3010 - ENERGY SUPPLY</b>			-	-
D3020	HEAT GENERATING SYSTEMS				
	ELECTRIFIED HEATING SYSTEM, ALLOW	484,745	GSF	5.00	2,423,723
	<b>SUBTOTAL D3020 - HEAT GENERATING SYSTEMS</b>			4.00	2,423,723
D3030	COOLING GENERATING SYSTEMS				
	AIR COOLED CHILLER & EQUIPMENT	484,745	GSF	4.00	1,938,978
	<b>SUBTOTAL D3030 - COOLING GENERATING SYSTEMS</b>			3.20	1,938,978
D3040	DISTRIBUTION SYSTEMS				
	CORE/SHELL AND STUBS				
	WET SIDE DISTRIBUTION	484,745	GSF	4.00	1,938,978
	DUCTWORK	484,745	GSF	7.00	3,393,212
	<b>SUBTOTAL D3040 - DISTRIBUTION SYSTEMS</b>			8.80	5,332,190
D3050	TERMINAL AND PACKAGE UNITS				
	AIR HANDLING	484,745	GSF	7.50	3,635,584
	VAV (CORE/SHELL)	484,745	GSF	0.70	339,321
	EXHAUST, ALLOW	484,745	GSF	0.20	96,949
	EXHAUST, ALLOW, BASEMENT	120,904	GSF	1.25	151,130
	<b>SUBTOTAL D3050 - TERMINAL AND PACKAGE UNITS</b>			6.97	4,222,984
D3060	CONTROL & INSTRUMENTATION				
	CORE SHELL DISTRIBUTION CONTROLS	484,745	GSF	2.00	969,489
	<b>SUBTOTAL D3060 - CONTROL &amp; INSTRUMENTATION</b>			1.60	969,489

PROJECT:	<b>MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)</b>	LSA JOB NO:	<b>21-079AP2R2</b>
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CLIENT:	<b>BAY AREA ECONOMICS (BAE)</b>	CHECKED BY:	<b>MP, BSS</b>
DESCRIPTION:	<b>CONCEPT ESTIMATE - PARCEL 2: reconciliation</b>	ESTIMATE DATE:	<b>2/24/2022</b>
	<b>BUILDING: CORE &amp; WARM SHELL</b>	TOTAL GSF:	<b>605,649</b>
		BASEMENT GSF:	<b>120,904</b>
		BUILDING GSF:	<b>484,745</b>

### CONCEPT ESTIMATE - PARCEL 2: reconciliation

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
D3070	<b>SYSTEMS TESTING &amp; BALANCING</b>				
	BALANCE & TEST	484,745	GSF	0.25	121,186
	<b>SUBTOTAL D3070 - SYSTEMS TESTING &amp; BALANCING</b>			<b>0.20</b>	<b>121,186</b>
D3090	<b>OTHER HVAC SYSTEMS &amp; EQUIPMENT</b>				
	SEISMIC/ISOLATION/HOISTING/RIGGING/CORING & SLEEVING/DOCUMENTATION, SAFETY, TRADE COSTS, ALLOW	484,745	GSF	3.00	1,454,234
	<b>SUBTOTAL D3090 - OTHER HVAC SYSTEMS &amp; EQUIPMENT</b>			<b>2.40</b>	<b>1,454,234</b>
	<b>SUBTOTAL D30 - HVAC SYSTEMS</b>		<b>SF</b>	<b>27.18</b>	<b>16,462,782</b>
D40	<b>FIRE PROTECTION SYSTEMS</b>				
D4010	<b>SPRINKLERS</b>				
	SPRINKLER - ALLOW FULL SYSTEM SERVICE & GRID, FINAL DISTRIBUTION & HEADS IN TI	605,649	GSF	5.25	3,179,655
	<b>SUBTOTAL D4010 - SPRINKLERS</b>			<b>5.25</b>	<b>3,179,655</b>
	<b>SUBTOTAL D40 - FIRE PROTECTION SYSTEMS</b>		<b>SF</b>	<b>5.25</b>	<b>3,179,655</b>
D50	<b>ELECTRICAL SYSTEMS</b>				
D5010	<b>ELECTRICAL SERVICE AND DISTRIBUTION</b>				
	SWITCHBOARD, FEEDERS, TRANSFORMERS, PANELBOARDS, GROUNDING, ETC	605,649	GSF	12.00	7,267,782
	EQUIPMENT CONNECTIONS - ELEVATORS, HVAC, MISC	605,649	GSF	4.50	2,725,418
	USER CONVENIENCE POWER (CORE/SHELL ONLY)	605,649	GSF	2.00	1,211,297
	FIRE ALARM (CORE/SHELL)	605,649	GSF	3.00	1,816,946
	<b>SUBTOTAL D5010 - ELECTRICAL SERVICE AND DISTRIBUTION</b>			<b>21.50</b>	<b>13,021,443</b>

PROJECT:	MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)	LSA JOB NO:	21-079AP2R2
LOCATION:	MENLO PARK, CA	PREPARED BY:	MP
CLIENT:	BAY AREA ECONOMICS (BAE)	CHECKED BY:	MP, BSS
DESCRIPTION:	CONCEPT ESTIMATE - PARCEL 2: reconciliation	ESTIMATE DATE:	2/24/2022
	BUILDING: CORE & WARM SHELL	TOTAL GSF:	605,649
		BASEMENT GSF:	120,904
		BUILDING GSF:	484,745

**CONCEPT ESTIMATE - PARCEL 2: reconciliation**

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
D5020	LIGHTING				
	LIGHT FIXTURES, WIRING, CONTROLS, CORE/SHELL ONLY	605,649	GSF	3.25	1,968,358
	<b>SUBTOTAL D5020 - LIGHTING</b>			<b>3.25</b>	<b>1,968,358</b>
D5030	COMMUNICATION & SECURITY				
	SERVICE PROVISION, ALLOW	605,649	GSF	1.50	908,473
	<b>SUBTOTAL D5030 - COMMUNICATION &amp; SECURITY</b>			<b>1.50</b>	<b>908,473</b>
D5090	OTHER ELECTRICAL SERVICES				
	TESTING/SEISMIC BRACING/COORDINATION, DOCUMENTATION	1	LS	#####	500,000
	<b>SUBTOTAL D5090 - OTHER ELECTRICAL SERVICES</b>			<b>0.83</b>	<b>500,000</b>
	<b>SUBTOTAL D50 - ELECTRICAL SYSTEMS</b>		<b>SF</b>	<b>27.08</b>	<b>16,398,273</b>
E10	GROUP I EQUIPMENT				
E1010	COMMERCIAL EQUIPMENT				
	EXCLUDED				
	<b>SUBTOTAL E1010 - COMMERCIAL EQUIPMENT</b>			<b>-</b>	<b>-</b>
	<b>SUBTOTAL E10 - GROUP I EQUIPMENT</b>		<b>SF</b>	<b>-</b>	<b>NONE</b>
E20	FURNISHINGS (GROUP I CASEWORK)				
E2010	FIXED FURNISHINGS				
	EXCLUDED				
	<b>SUBTOTAL E2010 - FIXED FURNISHINGS</b>			<b>-</b>	<b>-</b>

PROJECT:	MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)	LSA JOB NO:	21-079AP2R2
LOCATION:	MENLO PARK, CA	PREPARED BY:	MP
CLIENT:	BAY AREA ECONOMICS (BAE)	CHECKED BY:	MP, BSS
DESCRIPTION:	CONCEPT ESTIMATE - PARCEL 2: reconciliation	ESTIMATE DATE:	2/24/2022
	BUILDING: CORE & WARM SHELL	TOTAL GSF:	605,649
		BASEMENT GSF:	120,904
		BUILDING GSF:	484,745

**CONCEPT ESTIMATE - PARCEL 2: reconciliation**

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
E2020	MOVEABLE FURNISHINGS				
	EXCLUDED				
	<b>SUBTOTAL E2020 - MOVEABLE FURNISHINGS</b>			-	-
	<b>SUBTOTAL E20 - FURNISHINGS (GROUP I CASEWORK)</b>		SF	-	NONE
F10	SPECIAL CONSTRUCTION				
F1010	SPECIAL STRUCTURES				
	NONE ANTICIPATED				
	<b>SUBTOTAL F1010 - SPECIAL STRUCTURES</b>			-	-
	<b>SUBTOTAL F10 - SPECIAL CONSTRUCTION</b>		SF	-	NONE
F20	SELECTIVE DEMOLITION				
F2010	BUILDING ELEMENTS DEMOLITION				
	EXCLUDED				
	<b>SUBTOTAL F2010 - BUILDING ELEMENTS DEMOLITION</b>			-	-
F2020	HAZARDOUS COMPONENTS ABATEMENT				
	EXCLUDED				
	<b>SUBTOTAL F2020 - HAZARDOUS COMPONENTS ABATEMENT</b>			-	-
	<b>SUBTOTAL F20 - SELECTIVE DEMOLITION</b>		SF	-	NONE
G10	SITE PREPARATION				
G1010	SITE CLEARING				
	EXCLUDED				
	<b>SUBTOTAL G1010 - SITE CLEARING</b>			-	-



PROJECT:	MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)	LSA JOB NO:	21-079AP2R2
LOCATION:	MENLO PARK, CA	PREPARED BY:	MP
CLIENT:	BAY AREA ECONOMICS (BAE)	CHECKED BY:	MP, BSS
DESCRIPTION:	CONCEPT ESTIMATE - PARCEL 2: reconciliation	ESTIMATE DATE:	2/24/2022
	BUILDING: CORE & WARM SHELL	TOTAL GSF:	605,649
		BASEMENT GSF:	120,904
		BUILDING GSF:	484,745

### CONCEPT ESTIMATE - PARCEL 2: reconciliation

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
G1020	SITE DEMOLITION AND RELOCATIONS  EXCLUDED				
	<b>SUBTOTAL G1020 - SITE DEMOLITION AND RELOCATIONS</b>			-	-
G1030	SITE EARTHWORK  CUT/FILL, COVERED IN BASEMENT EXC ROUGH & FINE GRADING	26,868 120,904	CY SF	65.00 1.00	120,904
	<b>SUBTOTAL G1030 - SITE EARTHWORK</b>			0.20	120,904
G1040	HAZARDOUS WASTE REMEDIATION  EXCLUDED				
	<b>SUBTOTAL G1040 - HAZARDOUS WASTE REMEDIATION</b>			-	-
	<b>SUBTOTAL G10 - SITE PREPARATION</b>			0.20	120,904
G20	SITE IMPROVEMENTS				
G2010	ROADWAYS  EXCLUDED				
	<b>SUBTOTAL G2010 - ROADWAYS</b>			-	-
G2020	PARKING LOTS  BASEMENT PARKING: RESIDENTIAL P1 & PIT COMMERCIAL L1 & L2  PARKING COSTS CONSIDERED SEPARATELY	351 283	STALLS STALLS		EXCL EXCL
	<b>SUBTOTAL G2020 - PARKING LOTS</b>			-	-
G2030	PEDESTRIAN PAVING  EXCLUDED				
	<b>SUBTOTAL G2030 - PEDESTRIAN PAVING</b>			-	-

PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PARCEL 2: reconciliation  
 BUILDING: CORE & WARM SHELL

LSA JOB NO: 21-079AP2R2  
 PREPARED BY: MP  
 CHECKED BY: MP, BSS  
 ESTIMATE DATE: 2/24/2022  
 TOTAL GSF: 605,649  
 BASEMENT GSF: 120,904  
 BUILDING GSF: 484,745

### CONCEPT ESTIMATE - PARCEL 2: reconciliation

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
G2040	SITE DEVELOPMENT EXCLUDED				
	<b>SUBTOTAL G2040 - SITE DEVELOPMENT</b>			-	-
G2050	LANDSCAPING EXCLUDED				
	<b>SUBTOTAL G2050 - LANDSCAPING</b>			-	-
	<b>SUBTOTAL G20 - SITE IMPROVEMENTS</b>			-	NONE
G30	SITE CIVIL/MECHANICAL UTILITIES				
G3010	WATER SUPPLY WATER AND FIRE WATER, INCLUDING CONNECTIONS AND METERING, ALLOW	1	LS	#####	200,000
	<b>SUBTOTAL G3010 - WATER SUPPLY</b>			0.33	200,000
G3020	SANITARY SEWER SITE RUNS & CONNECTIONS, ALLOW	1	LS	#####	150,000
	<b>SUBTOTAL G3020 - SANITARY SEWER</b>			0.25	150,000
G3030	STORM SEWER SITE RUNS & CONNECTIONS, ALLOW	1	LS	#####	200,000
	<b>SUBTOTAL G3030 - STORM SEWER</b>			0.33	200,000
G3040	HEATING DISTRIBUTION EXCLUDED				
	<b>SUBTOTAL G3040 - HEATING DISTRIBUTION</b>			-	-
G3050	COOLING DISTRIBUTION EXCLUDED				
	<b>SUBTOTAL G3050 - COOLING DISTRIBUTION</b>			-	-

PROJECT:	MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)	LSA JOB NO:	21-079AP2R2
LOCATION:	MENLO PARK, CA	PREPARED BY:	MP
CLIENT:	BAY AREA ECONOMICS (BAE)	CHECKED BY:	MP, BSS
DESCRIPTION:	CONCEPT ESTIMATE - PARCEL 2: reconciliation	ESTIMATE DATE:	2/24/2022
	BUILDING: CORE & WARM SHELL	TOTAL GSF:	605,649
		BASEMENT GSF:	120,904
		BUILDING GSF:	484,745

### CONCEPT ESTIMATE - PARCEL 2: reconciliation

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
G3060	FUEL DISTRIBUTION EXCLUDED				
	<b>SUBTOTAL G3060 - FUEL DISTRIBUTION</b>			-	-
G3070	OTHER SITE MECHANICAL UTILITIES EXCLUDED				
	<b>SUBTOTAL G3070 - OTHER SITE MECHANICAL UTILITIES</b>			-	-
	<b>SUBTOTAL G30 - SITE CIVIL/MECHANICAL UTILITIES</b>			0.91	550,000
G40	SITE ELECTRICAL UTILITES				
G4010	ELECTRICAL DISTRIBUTION TRANSFORMER, DUCT BANK, CONDUCTORS, ALLOW	1	LS	#####	300,000
	<b>SUBTOTAL G4010 - ELECTRICAL DISTRIBUTION</b>			0.50	300,000
G4020	SITE LIGHTING NON TI LIGHTING, EMERGENCY LIGHTING, ALLOW	1	LS	#####	250,000
	<b>SUBTOTAL G4020 - SITE LIGHTING</b>			0.41	250,000
G4030	SITE COMMUNICATIONS & SECURITY INCOMING SERVICES, DUCT BANKS, SECURITY, ALLOW	1	LS	#####	150,000
	<b>SUBTOTAL G4030 - SITE COMMUNICATIONS &amp; SECURITY</b>			0.25	150,000
G4090	OTHER SITE ELECTRICAL UTILITIES EXCLUDED				
	<b>SUBTOTAL G4090 - OTHER SITE ELECTRICAL UTILITIES</b>			-	-
	<b>SUBTOTAL G40 - SITE ELECTRICAL UTILITES</b>			1.16	700,000

PROJECT:	MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)	LSA JOB NO:	21-079AP2R2
LOCATION:	MENLO PARK, CA	PREPARED BY:	MP
CLIENT:	BAY AREA ECONOMICS (BAE)	CHECKED BY:	MP, BSS
DESCRIPTION:	CONCEPT ESTIMATE - PARCEL 2: reconciliation	ESTIMATE DATE:	2/24/2022
	BUILDING: CORE & WARM SHELL	TOTAL GSF:	605,649
		BASEMENT GSF:	120,904
		BUILDING GSF:	484,745

### CONCEPT ESTIMATE - PARCEL 2: reconciliation

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
G90	OTHER SITEWORK				
G9010	SERVICE AND PEDESTRIAN TUNNELS EXCLUDED				
	<b>SUBTOTAL G9010 - SERVICE AND PEDESTRIAN TUNNELS</b>			-	-
G9090	OTHER SITE SYSTEMS GENERAL REQUIREMENTS, ALLOW	1	LS	#####	500,000
	<b>SUBTOTAL G9090 - OTHER SITE SYSTEMS</b>			0.83	500,000
	<b>SUBTOTAL G90 - OTHER SITEWORK</b>			0.83	500,000



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
LOCATION: MENLO PARK, CA  
CLIENT: BAY AREA ECONOMICS (BAE)  
DESCRIPTION: CONCEPT ESTIMATE - PARCEL 2: reconciliation

JOB NUMBER: 21-079AP2R2  
PREPARED BY: MP  
CHECKED BY: MP, BSS  
ESTIMATE DATE: 2/24/2022

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## SECTION V

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# BASEMENT BREAKOUT



LELAND SAYLOR ASSOCIATES

PROJECT: <b>MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)</b> LOCATION: <b>MENLO PARK, CA</b> CLIENT: <b>BAY AREA ECONOMICS (BAE)</b> DESCRIPTION: <b>CONCEPT ESTIMATE - PARCEL 2: reconciliation BASEMENT BREAKOUT</b>	JOB NO: <b>21-079AP2R2</b> PREPARED BY: <b>MP</b> CHECKED BY: <b>MP, BSS</b> DATE: <b>2/24/2022</b>
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**BASEMENT BREAKOUT**

DIV #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTALS
<b>SUMMARY OF THE ESTIMATE: \$ROM PRICING</b>					
	<b>BASEMENT BREAKOUT</b>			36.69	\$ 22,219,682
	<b>TOTAL JOB DIRECT COSTS</b>				<b>\$ 22,219,682</b>
	<b>PRORATES</b>				
	General Conditions	8.50%			
	Design Contingency	25.00%			
	Escalation EXCLUDED. Align back to APR 2021 for	-5.00%			
	<b>SUB-TOTAL</b>				<b>\$ 22,219,682</b>
	Bonds / Insurance	2.50%			
	Contractors Fee (per SCCI)	2.75%			
	<b>TOTAL PROJECT CONSTRUCTION COSTS</b>				<b>\$ 22,219,682</b>

LELAND SAYLOR ASSOCIATES

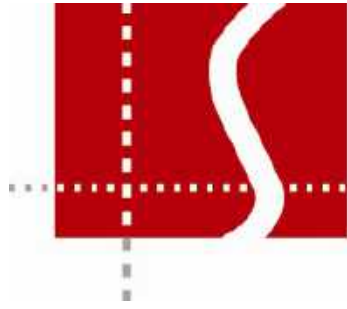
PROJECT:	MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)	JOB NO:	21-079AP2R2
LOCATION:	MENLO PARK, CA	PREPARED BY:	MP
CLIENT:	BAY AREA ECONOMICS (BAE)	CHECKED BY:	MP, BSS
DESCRIPTION:	CONCEPT ESTIMATE - PARCEL 2: reconciliation BASEMENT BREAKOUT	DATE:	2/24/2022

**BASEMENT BREAKOUT**

DIV #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTALS
<b>ESTIMATE DETAIL</b>					
	<b>BASEMENT BREAKOUT</b>				
A20	BASEMENT CONSTRUCTION				3,605,540
B10	SUPERSTRUCTURE				
	CONCRETE FRAME, AREA SUPPORTING, COLUMNS, BEAMS, SHEAR WALLS, ALLOW	111,601	SF	65.00	7,254,065
	SUSPENDED CONCRETE FLOOR, L1	111,601	SF	29.63	3,306,696
	VEHICLE RAMPS, ALLOW	6,000	SF	75.00	450,000
ALL	\$/GSF LINE ITEMS				
C30	C3010 WALL FINISHES (20%)			0.60	
C30	C3020 FLOOR FINISHES (20%)			2.40	
C30	C3030 CEILING FINISHES (20%)			3.60	
D20	D2020 SERVICE PIPING			1.25	
D20	D2030 SANITARY PIPING			1.55	
D30	D3050 BASEMENT EXHAUST			1.25	
D40	D4010 FIRE SPRINKLERS			5.25	
D50	D50 ELECTRICAL, ALLOW 50%			13.54	
	TOTAL	120,904	GSF	29.44	3,559,145
G10	G1030 CUT/FILL CREDIT	(26,868)	CY	65.00	(1,746,391)
	<b>PRORATES</b>	<b>35%</b>			<b>5,790,626</b>
<b>TOTAL BASEMENT BREAKOUT</b>				<b>36.69</b>	<b>\$ 22,219,682</b>

**ATTACHMENT #3:**

**NOVEMBER 2021 CONCEPT ESTIMATE – HAMILTON AVENUE  
NORTH PARCEL (ORIGINAL PROPOSAL FOR PHARMACY SPACE)**



**Leland Saylor  
Associates**  
A Certified DVBE

**CONCEPT ESTIMATE - PHARMACY**

**DRAFT FOR REVIEW**

**MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES  
(FACEBOOK)  
MENLO PARK, CA**

LSA JOB NUMBER:  
**21-079APh**

**November 19, 2021**

PREPARED FOR  
**BAY AREA ECONOMICS (BAE)**  
BY LELAND SAYLOR ASSOCIATES

1777 Oakland Blvd, Ste 103 | Walnut Creek | CA | 94596  
415-291-3200 | 415-291-3201 (f) | [www.lelandsaylor.com](http://www.lelandsaylor.com)



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)      JOB NUMBER: 21-079APh  
LOCATION: MENLO PARK, CA      PREPARED BY: MP  
CLIENT: BAY AREA ECONOMICS (BAE)      BID DATE:  
DESCRIPTION: CONCEPT ESTIMATE - PHARMACY      ESTIMATE DATE: 11/19/2021

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## CONTENTS

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II	SUMMARY OF THE ESTIMATE	10
III	EXISTING BUILDING: REMODEL (CORE/SHELL)	13
IV	EXISTING BUILDING: ADDITION (CORE/SHELL)	25





PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
LOCATION: MENLO PARK, CA  
CLIENT: BAY AREA ECONOMICS (BAE)  
DESCRIPTION: CONCEPT ESTIMATE - PHARMACY

JOB NUMBER: 21-079Aph  
PREPARED BY: MP  
CHECKED BY: MP, BSS  
ESTIMATE DATE: 11/19/2021

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## SECTION I

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# PREFACE AND NOTES TO THE ESTIMATE



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PHARMACY

JOB NUMBER: 21-079Aph  
 PREPARED BY: MP  
 BID DATE:  
 ESTIMATE DATE: 11/19/2021

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## PREFACE AND NOTES TO THE ESTIMATE

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### 1.0 PROJECT SYNOPSIS

#### 1.1 TYPE OF STUDY:

CONCEPT ESTIMATE - PHARMACY

NOTE: CORE/SHELL ONLY FOR 6,700 GSF ADDITION. REMODEL ON (E.) 5,300 GSF OF 8,844 GSF

#### 1.2 PROJECT DESCRIPTION OF ELEMENTS:

Construction Type:	(E.) not known. Assumptions for addition: Steel frame
Foundation Type:	Standard
Exterior Wall Type:	Cement plaster, accents, punched windows
Roof Type:	Standing seam metal
Stories Below Grade:	None
Stories Above Grade:	One
Sitework:	Repairs only
Plumbing System:	Connect to existing, minimal fixtures
Mechanical System:	Upgrade (E.), additions and connections
Fire Protection System:	Assume no sprinkler system
Electrical Service:	Upgrade (E.), additions and connections
Special Construction:	
Other Specialized Services:	

#### 1.3 GENERAL NOTES REGARDING PROJECT / BASIS OF ESTIMATE / EXECUTIVE SUMMARY:

This project is part of a much wider mixed use development. This study is for the pharmacy amenity only, assumed located at Hamilton Ave. The estimate is incremental, and does not consider all systems, nor site work - refer to detail



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PHARMACY

JOB NUMBER: 21-079Aph  
 PREPARED BY: MP  
 BID DATE:  
 ESTIMATE DATE: 11/19/2021

## PREFACE AND NOTES TO THE ESTIMATE

### 1.4 CONTROL QUANTITIES:

Number of Stories above grade	1			Story Heights
Gross Areas:	Existing	Addition	Total	
L1	5,300	6700	12,000	12
Total Building	5,300	6,700	12,000	12
Footprint Area: Building	5,300	6700		
Parapet				4
Retail GSF	12,000			
Community Amenities Retail				
Entertainment	25,000	- offsite parcel 3		
Bank/Credit Union	3,000	- offsite parcel 3		
Dining	18,000	- offsite parcel 3		
Total Parcel 3	46,000			
Parking allocation @ factor	30	2.5		
Dining - offsite @ Chevron	0	- offsite parcel 3		
Pharmacy @ Hamilton	12,000			
Grocery	36,500	- offsite parcel 2		
Gross Façade Area for Demo LF	140			
Gross Façade Area New LF	285			
Windows or Glazing Area: %	40.00%			
Windows or Glazing Area: SF	114			
Parapet LF	285			
Roof Equipment Screen	0			
Roof Area - New:	6,700			
Interior Partition Ratio	0.20			
Interior Partition SF	2,400			
Parking: Assume existing				
Required	30			



PROJECT:	MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)	JOB NUMBER:	21-079Aph
LOCATION:	MENLO PARK, CA	PREPARED BY:	MP
CLIENT:	BAY AREA ECONOMICS (BAE)	BID DATE:	
DESCRIPTION:	CONCEPT ESTIMATE - PHARMACY	ESTIMATE DATE:	11/19/2021

## PREFACE AND NOTES TO THE ESTIMATE

### 2.0 DEFINITIONS

#### 2.1 ESTIMATE OF COST:

An Estimate of Cost is prepared from a survey of the quantities of work; items prepared from written or drawn information provided at the "PHASE", working drawing or bid-documents stage of the design. Historical costs, information provided by contractors and suppliers, plus judgmental evaluation by the Estimator are used as appropriate as the basis for pricing. Allowances as appropriate will be included for items of work which are not indicated on the design documents provided that the Estimator is made aware of them, or which, in the judgment of the Estimator, are required for completion of the work. We cannot, however, be responsible for items or work of an unusual nature of which we have not been informed.

#### 2.2 BID:

An offer to enter a contract to perform work for a fixed sum, to be completed within a limited period of time.

### 3.0 BIDS & CONTRACTS

#### 3.1 MARKET CONDITIONS:

In the current market conditions for construction, our experience shows the following results on competitive bids, as a differential from company final estimates:

Number of Bids	Percentage Differential
1 .....	+25 to 100%
2 - 3 .....	+10 to 25%
4 - 5 .....	0 to +10%
6 - 7 .....	0 to -10%
8 or more .....	-10 to -20%

Accordingly, it is extremely important to ensure that a minimum of 4 to 5 valid bids are received. Since we have no control over the bid process, there is no guarantee that proposals, bids or construction cost will not vary from our opinions or our estimates. Please see Competitive Bidding Statement in the estimate detail section for more information.



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PHARMACY

JOB NUMBER: 21-079Aph  
 PREPARED BY: MP  
 BID DATE:  
 ESTIMATE DATE: 11/19/2021

## PREFACE AND NOTES TO THE ESTIMATE

### 4.0 ESTIMATE DOCUMENTS

4.1 This Estimate has been compiled from the following documents and information supplied:

**DRAWINGS:**

None - information taken from Masterplan 05/26/2021, Appendix 7

**SPECIFICATIONS / PROJECT MANUAL:**

None

**COSTS PROVIDED BY OTHERS:**

None

4.2 The user is cautioned that significant changes in the scope of the project, or alterations to the project documents after completion of the estimate level or job type can cause major cost changes.

### 5.0 GROSS SQUARE FEET

	GSF
EXISTING BUILDING: REMODEL (CORE/SHELL)	5,300
EXISTING BUILDING: ADDITION (CORE/SHELL)	6,700
<b>TOTAL:</b>	<b>12,000</b>

### 6.0 WAGE RATES

6.1 **MARKET WAGE RATES:**

This Estimate is based on prevailing wage-rates and conditions currently applicable in Menlo Park, CA





PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PHARMACY

JOB NUMBER: 21-079Aph  
 PREPARED BY: MP  
 BID DATE:  
 ESTIMATE DATE: 11/19/2021

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## PREFACE AND NOTES TO THE ESTIMATE

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### 7.0 PRORATE ADDITIONS TO THE ESTIMATE

#### 7.1 GENERAL CONDITIONS / GENERAL REQUIREMENTS: 10.00%

An allowance based on 10% of the construction costs subtotal has been included for Contractor's General Conditions and General Requirements.

#### 7.2 DESIGN CONTINGENCY: 25.00%

An allowance based on 25% of the construction costs subtotal has been included for Design Contingency.

NOTE: This allowance is intended to provide a Design Contingency sum only; for use during the design process. It is not intended to provide for a Construction Contingency sum.

#### 7.3 ESCALATION: EXCLUDED 0.00%

An allowance of 0% has been included in this estimate for construction material & labor cost escalation up to the anticipated mid-point of construction, based on the following assumptions:

<b>NONE ALLOWED</b>	
Construction start date:	
Construction period:	
Mid-point of construction:	
Annual escalation rate:	
Allowance for escalation:	0.00%

No allowance has been made for Code Escalation or Technological Escalation.

#### 7.4 REMOTE SITE FACTOR: 0.00%

No costs relating to project Remote Site are included in the price.



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PHARMACY

JOB NUMBER: 21-079APh  
 PREPARED BY: MP  
 BID DATE:  
 ESTIMATE DATE: 11/19/2021

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## PREFACE AND NOTES TO THE ESTIMATE

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**7.5 PHASING ALLOWANCE: 0.00%**

No costs relating to Phasing is included in the price.

**7.6 BONDS AND INSURANCE: 2.50%**

An allowance of 2.5% of the construction cost subtotal is included to provide for the cost of Payment and Performance Bonds, if required.

**7.7 CONTRACTOR'S FEE: 4.50%**

An allowance based on 4.5% of the construction cost subtotal is included for the Contractor's office Overhead and Profit. Office overhead of the contractor is always included with the fee.

All field overhead of the contractor is included in the General Conditions section of the estimate.

**8.0 SPECIAL NOTES PERTAINING TO THIS ESTIMATE**

**8.1 SPECIFIC INCLUSIONS:**

The following items are specifically included in this estimate:  
 Refer Detailed estimates

**8.2 SPECIFIC EXCLUSIONS:**

The following items are specifically excluded from this estimate:  
 Design & soft Costs  
 Program/Construction Management  
 Owner Soft Costs  
 Legal Fees  
 Special Inspections  
 Escalation - All costs are current \$  
 Site acquisition & Prep, except where itemized  
 Site Development & Landscaping



PROJECT: **MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)**  
LOCATION: **MENLO PARK, CA**  
CLIENT: **BAY AREA ECONOMICS (BAE)**  
DESCRIPTION: **CONCEPT ESTIMATE - PHARMACY**

JOB NUMBER: **21-079Aph**  
PREPARED BY: **MP**  
CHECKED BY: **MP, BSS**  
ESTIMATE DATE: **11/19/2021**

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## SECTION II

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# SUMMARY OF THE ESTIMATE

PROJECT:	MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)	LSA JOB NO:	21-079Aph
LOCATION:	MENLO PARK, CA	PREPARED BY:	MP
CLIENT:	BAY AREA ECONOMICS (BAE)	CHECKED BY:	MP, BSS
DESCRIPTION:	CONCEPT ESTIMATE - PHARMACY	DATE:	11/19/2021
	SUMMARY OF THE ESTIMATE	SITE AREA:	

**CONCEPT ESTIMATE - PHARMACY**

DIV #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTALS
<b>SUMMARY OF THE ESTIMATE</b>					
	<b>COST-MODEL CONSTRUCTION COSTS</b>				
1.0	EXISTING BUILDING: REMODEL (CORE/SHELL)	5,300	GSF	99.41	\$ 526,874
2.0	EXISTING BUILDING: ADDITION (CORE/SHELL)	6,700	GSF	330.78	\$ 2,216,259
	<b>TOTAL CONSTRUCTION COSTS</b>	12,000	GSF	228.59	\$ 2,743,133
	<b>PRORATES ARE INCLUDED IN ABOVE FIGURES</b>				
	General Conditions	10.00%			
	Design Contingency	25.00%			
	Escalation EXCLUDED				
	Bonds / Insurance	2.50%			
	Contractors Fee	4.50%			

PROJECT: **MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)**  
 LOCATION: **MENLO PARK, CA**  
 CLIENT: **BAY AREA ECONOMICS (BAE)**  
 DESCRIPTION: **CONCEPT ESTIMATE - PHARMACY**  
**SUMMARY OF THE ESTIMATE**

LSA JOB NO: **21-079APh**  
 PREPARED BY: **MP**  
 CHECKED BY: **MP, BSS**  
 DATE: **11/19/2021**  
 SITE AREA:

**CONCEPT ESTIMATE - PHARMACY**

DIV #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTALS
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**Competitive Bidding**

The prices in this Estimate are based on Competitive Bidding. Competitive Bidding is receiving responsive bids from at least five (5) or more General Contractors and three (3) or more responsive bids from Major Subcontractors or Trades. Major Subcontractors are Structural Steel, Plaster / EIFS Contractors, Mechanical, Plumbing and Electrical Subcontractors.

Without Competitive Bidding, Contractor bids can and have ranged from 25%-to 100% over the prices in this Estimate, depending on the size of the job.

We urge you to notify your client of the existing bidding climate, and work with them to ensure that the project is adequately publicized so that they can get the minimum number of bids for competitive bidding. Please contact us if you need ideas about how to publicize your project.





PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
LOCATION: MENLO PARK, CA  
CLIENT: BAY AREA ECONOMICS (BAE)  
DESCRIPTION: CONCEPT ESTIMATE - PHARMACY

JOB NUMBER: 21-079Aph  
PREPARED BY: MP  
CHECKED BY: MP, BSS  
ESTIMATE DATE: 11/19/2021

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## SECTION III

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### EXISTING BUILDING: REMODEL (CORE/SHELL)

PROJECT: **MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)**  
LOCATION: **MENLO PARK, CA**  
CLIENT: **BAY AREA ECONOMICS (BAE)**  
DESCRIPTION: **CONCEPT ESTIMATE - PHARMACY**  
**EXISTING BUILDING: REMODEL (CORE/SHELL)**

LSA JOB NO: **21-079Aph**  
PREPARED BY: **MP**  
CHECKED BY: **MP, BSS**  
ESTIMATE DATE: **11/19/2021**  
TOTAL GSF: **5,300**

### CONCEPT ESTIMATE - PHARMACY

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
<b>A</b>	<b>SUBSTRUCTURE</b>				
A10	FOUNDATIONS			1.89	10,000
A20	BASEMENT CONSTRUCTION			-	NONE
	<b>SUBSTRUCTURE TOTAL</b>			<b>1.89</b>	<b>10,000</b>
<b>B</b>	<b>SHELL</b>				
B10	SUPERSTRUCTURE			2.83	15,000
B20	EXTERIOR ENCLOSURE			1.89	10,000
B30	ROOFING			1.42	7,500
	<b>SHELL TOTAL</b>			<b>6.13</b>	<b>32,500</b>
<b>C</b>	<b>INTERIORS</b>				
C10	INTERIOR CONSTRUCTION			2.72	14,400
C20	STAIRWAYS			-	NONE
C30	INTERIOR FINISHES			2.83	15,000
	<b>INTERIORS TOTAL</b>			<b>5.55</b>	<b>29,400</b>
<b>D</b>	<b>SERVICES</b>				
D10	CONVEYING SYSTEMS			-	NONE
D20	PLUMBING SYSTEMS			2.83	15,000
D30	HVAC SYSTEMS			23.73	125,750
D40	FIRE PROTECTION SYSTEMS			-	NONE
D50	ELECTRICAL SYSTEMS			13.14	69,625
	<b>SERVICES TOTAL</b>			<b>39.69</b>	<b>210,375</b>
<b>E</b>	<b>EQUIPMENT AND FURNISHINGS</b>				
E10	GROUP I EQUIPMENT			-	NONE
E20	FURNISHINGS (GROUP I CASEWORK)			-	NONE
	<b>EQUIPMENT AND FURNISHINGS TOTAL</b>			<b>-</b>	<b>-</b>
<b>F</b>	<b>SPECIAL CONSTRUCTION/DEMOLITION</b>				
F10	SPECIAL CONSTRUCTION			-	NONE
F20	SELECTIVE DEMOLITION			15.56	82,470
	<b>SPECIAL CONSTRUCTION/DEMOLITION TOTAL</b>			<b>15.56</b>	<b>82,470</b>
<b>G</b>	<b>SITWORK</b>				
	NONE IN THIS SCOPE - SEE ADDITION				
	<b>SITWORK TOTAL</b>			<b>-</b>	<b>-</b>
<b>TOTAL SITE &amp; BUILDING</b>		<b>5,300</b>	<b>GSF</b>	<b>68.82</b>	<b>364,745</b>

PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PHARMACY  
 EXISTING BUILDING: REMODEL (CORE/SHELL)

LSA JOB NO: 21-079Aph  
 PREPARED BY: MP  
 CHECKED BY: MP, BSS  
 ESTIMATE DATE: 11/19/2021  
 TOTAL GSF: 5,300

**CONCEPT ESTIMATE - PHARMACY**

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
	<b>PRORATES</b>				
	General Conditions	10.00%			36,475
	Design Contingency	25.00%			91,186
	Escalation EXCLUDED	0.00%			-
	<b>SUBTOTAL</b>	<b>5,300</b>	<b>GSF</b>	<b>92.91</b>	<b>492,406</b>
	Bonds / Insurance	2.50%			12,310
	Contractors Fee	4.50%			22,158
	<b>TOTAL CONSTRUCTION COSTS</b>	<b>5,300</b>	<b>GSF</b>	<b>99.41</b>	<b>526,874</b>

PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PHARMACY  
 EXISTING BUILDING: REMODEL (CORE/SHELL)

LSA JOB NO: 21-079Aph  
 PREPARED BY: MP  
 CHECKED BY: MP, BSS  
 ESTIMATE DATE: 11/19/2021  
 TOTAL GSF: 5,300

### CONCEPT ESTIMATE - PHARMACY

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
ESTIMATE DETAIL					
A10	FOUNDATIONS				
A1010	STANDARD FOUNDATIONS  NONE ANTICIPATED				
	SUBTOTAL A1010 - STANDARD FOUNDATIONS				-
A1020	SPECIAL FOUNDATIONS  NONE ANTICIPATED				
	SUBTOTAL A1020 - SPECIAL FOUNDATIONS				-
A1030	SLAB ON GRADE  REPAIRS ALLOWANCE	1	LS	10,000.00	10,000
	SUBTOTAL A1030 - SLAB ON GRADE			1.89	10,000
	SUBTOTAL A10 - FOUNDATIONS		SF	1.89	10,000
A20	BASEMENT CONSTRUCTION  NOT APPLICABLE				
	SUBTOTAL A20 - BASEMENT CONSTRUCTION		SF	-	-
B10	SUPERSTRUCTURE				
B1010	FLOOR CONSTRUCTION  NO SUPPORTED FLOORS				
	SUBTOTAL B1010 - FLOOR CONSTRUCTION			-	-
B1020	ROOF CONSTRUCTION  ADAPTATION FOR ADDITION, ALLOW	1	LS	15,000.00	15,000
	SUBTOTAL B1020 - ROOF CONSTRUCTION			2.83	15,000

PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PHARMACY  
 EXISTING BUILDING: REMODEL (CORE/SHELL)

LSA JOB NO: 21-079Aph  
 PREPARED BY: MP  
 CHECKED BY: MP, BSS  
 ESTIMATE DATE: 11/19/2021  
 TOTAL GSF: 5,300

### CONCEPT ESTIMATE - PHARMACY

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
	<b>SUBTOTAL B10 - SUPERSTRUCTURE</b>		SF	2.83	15,000
B20	EXTERIOR ENCLOSURE				
B2010	EXTERIOR WALLS				
	REPAIRS ALLOWANCE AT DEMO AND ADDITION ALIGNMENTS	1	LS	10,000.00	10,000
	<b>SUBTOTAL B2010 - EXTERIOR WALLS</b>			1.89	10,000
B2020	EXTERIOR WINDOWS				
	ASSUME EXISTING REMAIN				
	<b>SUBTOTAL B2020 - EXTERIOR WINDOWS</b>			-	-
B2030	EXTERIOR DOORS				
	ASSUME NO UPGRADES (WILL BE IN NEW ADDITION)				
	<b>SUBTOTAL B2030 - EXTERIOR DOORS</b>			-	-
	<b>SUBTOTAL B20 - EXTERIOR ENCLOSURE</b>		SF	1.89	10,000
B30	ROOFING				
B3010	ROOF COVERINGS				
	ASSUME EXISTING REMAINS, REPAIRS ALLOWANCE	1	LS	7,500.00	7,500
	<b>SUBTOTAL B3010 - ROOF COVERINGS</b>			1.42	7,500
B3020	ROOF OPENINGS				
	NONE ANTICIPATED				
	<b>SUBTOTAL B3020 - ROOF OPENINGS</b>			-	-
	<b>SUBTOTAL B30 - ROOFING</b>		SF	1.42	7,500

PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PHARMACY  
 EXISTING BUILDING: REMODEL (CORE/SHELL)

LSA JOB NO: 21-079APh  
 PREPARED BY: MP  
 CHECKED BY: MP, BSS  
 ESTIMATE DATE: 11/19/2021  
 TOTAL GSF: 5,300

### CONCEPT ESTIMATE - PHARMACY

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
C10	INTERIOR CONSTRUCTION				
C1010	PARTITIONS				
	ALLOW NEW DEMISING WALL	600	SF	24.00	14,400
	SUBTOTAL C1010 - PARTITIONS			2.72	14,400
C1020	INTERIOR DOORS				
	WILL BE TI SCOPE				
	SUBTOTAL C1020 - INTERIOR DOORS			-	-
C1030	SPECIALTIES				
	EXCLUDED: TI BUDGET				
	SUBTOTAL C1030 - SPECIALTIES			-	-
	SUBTOTAL C10 - INTERIOR CONSTRUCTION		SF	2.72	14,400
C20	STAIRWAYS				
C2010	STAIR CONSTRUCTION				
	NONE				
	SUBTOTAL C2010 - STAIR CONSTRUCTION			-	-
C2020	STAIR FINISHES				
	NOT APPLICABLE				
	SUBTOTAL C2020 - STAIR FINISHES			-	-
	SUBTOTAL C20 - STAIRWAYS		SF	-	NONE



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PHARMACY  
 EXISTING BUILDING: REMODEL (CORE/SHELL)

LSA JOB NO: 21-079Aph  
 PREPARED BY: MP  
 CHECKED BY: MP, BSS  
 ESTIMATE DATE: 11/19/2021  
 TOTAL GSF: 5,300

### CONCEPT ESTIMATE - PHARMACY

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
C30	INTERIOR FINISHES				
C3010	WALL FINISHES				
	REPAIRS ALLOWANCE	1	LS	5,000.00	5,000
	<b>SUBTOTAL C3010 - WALL FINISHES</b>			<b>0.94</b>	<b>5,000</b>
C3020	FLOOR FINISHES				
	REPAIRS ALLOWANCE	1	LS	5,000.00	5,000
	<b>SUBTOTAL C3020 - FLOOR FINISHES</b>			<b>0.94</b>	<b>5,000</b>
C3030	CEILING FINISHES				
	REPAIRS ALLOWANCE	1	LS	5,000.00	5,000
	<b>SUBTOTAL C3030 - CEILING FINISHES</b>			<b>0.94</b>	<b>5,000</b>
	<b>SUBTOTAL C30 - INTERIOR FINISHES</b>		<b>SF</b>	<b>2.83</b>	<b>15,000</b>
D10	CONVEYING SYSTEMS				
D1010	ELEVATORS AND LIFTS				
	NOT APPLICABLE				
	<b>SUBTOTAL D1010 - ELEVATORS AND LIFTS</b>			<b>-</b>	<b>-</b>
D1020	ESCALATORS AND MOVING WALKS				
	NOT APPLICABLE				
	<b>SUBTOTAL D1020 - ESCALATORS AND MOVING WALKS</b>			<b>-</b>	<b>-</b>

PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PHARMACY  
 EXISTING BUILDING: REMODEL (CORE/SHELL)

LSA JOB NO: 21-079APh  
 PREPARED BY: MP  
 CHECKED BY: MP, BSS  
 ESTIMATE DATE: 11/19/2021  
 TOTAL GSF: 5,300

### CONCEPT ESTIMATE - PHARMACY

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
D1090	OTHER CONVEYING SYSTEMS  NOT APPLICABLE				
	<b>SUBTOTAL D1090 - OTHER CONVEYING SYSTEMS</b>			-	-
	<b>SUBTOTAL D10 - CONVEYING SYSTEMS</b>		SF	-	NONE
D20	PLUMBING SYSTEMS				
D2010	PLUMBING FIXTURES  NON TI FIXTURES ALLOWANCE	1	LS	10,000.00	10,000
	<b>SUBTOTAL D2010 - PLUMBING FIXTURES</b>			1.89	10,000
D2020	DOMESTIC WATER DISTRIBUTION  ASSUME (E.) TO REMAIN				
	<b>SUBTOTAL D2020 - DOMESTIC WATER DISTRIBUTION</b>			-	-
D2030	SANITARY WASTE  ASSUME (E.) TO REMAIN				
	<b>SUBTOTAL D2030 - SANITARY WASTE</b>			-	-
D2040	RAIN WATER DRAINAGE  ADAPTATIONS AT ADDITION, ALLOW	1	LS	5,000.00	5,000
	<b>SUBTOTAL D2040 - RAIN WATER DRAINAGE</b>			0.94	5,000
D2090	OTHER PLUMBING SYSTEMS  ASSUME (E.) TO REMAIN				
	<b>SUBTOTAL D2090 - OTHER PLUMBING SYSTEMS</b>			-	-
	<b>SUBTOTAL D20 - PLUMBING SYSTEMS</b>		SF	2.83	15,000

PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PHARMACY  
 EXISTING BUILDING: REMODEL (CORE/SHELL)

LSA JOB NO: 21-079Aph  
 PREPARED BY: MP  
 CHECKED BY: MP, BSS  
 ESTIMATE DATE: 11/19/2021  
 TOTAL GSF: 5,300

### CONCEPT ESTIMATE - PHARMACY

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
D30	HVAC SYSTEMS				
D3010	ENERGY SUPPLY  SEE BELOW				
	<b>SUBTOTAL D3010 - ENERGY SUPPLY</b>			-	-
D3020	HEAT GENERATING SYSTEMS  ELECTRIFIED HEATING SYSTEM, ALLOW	5,300	GSF	5.00	26,500
	<b>SUBTOTAL D3020 - HEAT GENERATING SYSTEMS</b>			5.00	26,500
D3030	COOLING GENERATING SYSTEMS  AIR COOLED CHILLER & EQUIPMENT	5,300	GSF	3.00	15,900
	<b>SUBTOTAL D3030 - COOLING GENERATING SYSTEMS</b>			3.00	15,900
D3040	DISTRIBUTION SYSTEMS  WET SIDE DISTRIBUTION CLEAN, ALLOW ADAPTATIONS TO CONNECT ADDITION, ALLOW	5,300 5,300 1	GSF GSF LS	4.00 1.00 6,500.00	21,200 5,300 6,500
	<b>SUBTOTAL D3040 - DISTRIBUTION SYSTEMS</b>			6.23	33,000
D3050	TERMINAL AND PACKAGE UNITS  AIR HANDLING VAV (TI) ASSUME (E.) TO REMAIN	5,300	GSF	4.00	21,200
	<b>SUBTOTAL D3050 - TERMINAL AND PACKAGE UNITS</b>			4.00	21,200
D3060	CONTROL & INSTRUMENTATION  DISTRIBUTION CONTROLS UPGRADE	5,300	GSF	2.00	10,600
	<b>SUBTOTAL D3060 - CONTROL &amp; INSTRUMENTATION</b>			2.00	10,600

PROJECT:	<b>MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)</b>	LSA JOB NO:	<b>21-079Aph</b>		
LOCATION:	<b>MENLO PARK, CA</b>	PREPARED BY:	<b>MP</b>		
CLIENT:	<b>BAY AREA ECONOMICS (BAE)</b>	CHECKED BY:	<b>MP, BSS</b>		
DESCRIPTION:	<b>CONCEPT ESTIMATE - PHARMACY</b>	ESTIMATE DATE:	<b>11/19/2021</b>		
	<b>EXISTING BUILDING: REMODEL (CORE/SHELL)</b>	TOTAL GSF:	<b>5,300</b>		
<b>CONCEPT ESTIMATE - PHARMACY</b>					
ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
D3070	<b>SYSTEMS TESTING &amp; BALANCING</b>				
	BALANCE & TEST	5,300	GSF	0.25	1,325
	<b>SUBTOTAL D3070 - SYSTEMS TESTING &amp; BALANCING</b>			<b>0.25</b>	<b>1,325</b>
D3090	<b>OTHER HVAC SYSTEMS &amp; EQUIPMENT</b>				
	SEISMIC/ISOLATION/HOISTING/RIGGING/CORING & SLEEVING/DOCUMENTATION, SAFETY, TRADE COSTS, ALLOW	5,300	GSF	3.25	17,225
	<b>SUBTOTAL D3090 - OTHER HVAC SYSTEMS &amp; EQUIPMENT</b>			<b>3.25</b>	<b>17,225</b>
	<b>SUBTOTAL D30 - HVAC SYSTEMS</b>		<b>SF</b>	<b>23.73</b>	<b>125,750</b>
D40	<b>FIRE PROTECTION SYSTEMS</b>				
D4010	<b>SPRINKLERS</b>				
	ASSUME NOT REQUIRED				
	<b>SUBTOTAL D4010 - SPRINKLERS</b>			<b>-</b>	<b>-</b>
	<b>SUBTOTAL D40 - FIRE PROTECTION SYSTEMS</b>		<b>SF</b>	<b>-</b>	<b>NONE</b>
D50	<b>ELECTRICAL SYSTEMS</b>				
D5010	<b>ELECTRICAL SERVICE AND DISTRIBUTION</b>				
	SWITCHBOARD, FEEDERS, TRANSFORMERS, PANELBOARDS, GROUNDING, ETC ASSUME EXISTING REMAINS	5,300	GSF	5.00	26,500
	UPGRADES TO ACCOMMODATE NEW ADDITION				
	FIRE ALARM - UPGRADE FOR NEW ADDITION	1	LS	10,000.00	10,000
	<b>SUBTOTAL D5010 - ELECTRICAL SERVICE AND DISTRIBUTION</b>			<b>6.89</b>	<b>36,500</b>

PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PHARMACY  
 EXISTING BUILDING: REMODEL (CORE/SHELL)

LSA JOB NO: 21-079Aph  
 PREPARED BY: MP  
 CHECKED BY: MP, BSS  
 ESTIMATE DATE: 11/19/2021  
 TOTAL GSF: 5,300

**CONCEPT ESTIMATE - PHARMACY**

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
D5020	LIGHTING  LIGHT FIXTURES, WIRING, CONTROLS, REPLACE, ASSUME MOSTLY TI, ALLOW 20%	5,300	GSF	4.25	22,525
SUBTOTAL D5020 - LIGHTING				4.25	22,525
D5030	COMMUNICATION & SECURITY  UPGRADE FOR NEW ADDITION	5,300	GSF	1.00	5,300
SUBTOTAL D5030 - COMMUNICATION & SECURITY				1.00	5,300
D5090	OTHER ELECTRICAL SERVICES  TESTING/SEISMIC BRACING/COORDINATION, DOCUMENTATION	5,300	SF	1.00	5,300
SUBTOTAL D5090 - OTHER ELECTRICAL SERVICES				1.00	5,300
SUBTOTAL D50 - ELECTRICAL SYSTEMS			SF	13.14	69,625
E10	GROUP I EQUIPMENT				
E1010	COMMERCIAL EQUIPMENT  EXCLUDED				
SUBTOTAL E1010 - COMMERCIAL EQUIPMENT				-	-
SUBTOTAL E10 - GROUP I EQUIPMENT			SF	-	NONE
E20	FURNISHINGS (GROUP I CASEWORK)				
E2010	FIXED FURNISHINGS  EXCLUDED				
SUBTOTAL E2010 - FIXED FURNISHINGS				-	-

PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PHARMACY  
 EXISTING BUILDING: REMODEL (CORE/SHELL)

LSA JOB NO: 21-079Aph  
 PREPARED BY: MP  
 CHECKED BY: MP, BSS  
 ESTIMATE DATE: 11/19/2021  
 TOTAL GSF: 5,300

### CONCEPT ESTIMATE - PHARMACY

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
E2020	MOVEABLE FURNISHINGS  EXCLUDED				
	<b>SUBTOTAL E2020 - MOVEABLE FURNISHINGS</b>			-	-
	<b>SUBTOTAL E20 - FURNISHINGS (GROUP I CASEWORK)</b>		SF	-	NONE
F10	SPECIAL CONSTRUCTION				
F1010	SPECIAL STRUCTURES  NONE ANTICIPATED				
	<b>SUBTOTAL F1010 - SPECIAL STRUCTURES</b>			-	-
	<b>SUBTOTAL F10 - SPECIAL CONSTRUCTION</b>		SF	-	NONE
F20	SELECTIVE DEMOLITION				
F2010	BUILDING ELEMENTS DEMOLITION  INTERIOR DEMO/STRIP BACK TO CORE DEMO EXTERIOR FACADE WHERE NEW ADDITION JOINS  TEMPORARY SUPPORTS/PROPPING, ALLOW PROTECTION OFFHAUL	5,300 1,680 1 1,680 1	SF SF LS SF LS	7.50 10.00 5,000.00 6.50 10,000.00	39,750 16,800 5,000 10,920 10,000
	<b>SUBTOTAL F2010 - BUILDING ELEMENTS DEMOLITION</b>			15.56	82,470
F2020	HAZARDOUS COMPONENTS ABATEMENT  NONE ANTICIPATED				
	<b>SUBTOTAL F2020 - HAZARDOUS COMPONENTS ABATEMENT</b>			-	-
	<b>SUBTOTAL F20 - SELECTIVE DEMOLITION</b>		SF	15.56	82,470





PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
LOCATION: MENLO PARK, CA  
CLIENT: BAY AREA ECONOMICS (BAE)  
DESCRIPTION: CONCEPT ESTIMATE - PHARMACY

JOB NUMBER: 21-079Aph  
PREPARED BY: MP  
CHECKED BY: MP, BSS  
ESTIMATE DATE: 11/19/2021

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## SECTION V

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### EXISTING BUILDING: ADDITION (CORE/SHELL)

PROJECT: **MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)**  
 LOCATION: **MENLO PARK, CA**  
 CLIENT: **BAY AREA ECONOMICS (BAE)**  
 DESCRIPTION: **CONCEPT ESTIMATE - PHARMACY**  
**EXISTING BUILDING: ADDITION (CORE/SHELL)**

LSA JOB NO: **21-079Aph**  
 PREPARED BY: **MP**  
 CHECKED BY: **MP, BSS**  
 ESTIMATE DATE: **11/19/2021**  
 TOTAL GSF: **6,700**

### CONCEPT ESTIMATE - PHARMACY

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
<b>A</b>	<b>SUBSTRUCTURE</b>				
A10	FOUNDATIONS			31.50	211,050
A20	BASEMENT CONSTRUCTION			-	NONE
	<b>SUBSTRUCTURE TOTAL</b>			<b>31.50</b>	<b>211,050</b>
<b>B</b>	<b>SHELL</b>				
B10	SUPERSTRUCTURE			72.00	482,400
B20	EXTERIOR ENCLOSURE			67.55	452,604
B30	ROOFING			32.00	214,400
	<b>SHELL TOTAL</b>			<b>171.55</b>	<b>1,149,404</b>
<b>C</b>	<b>INTERIORS</b>				
C10	INTERIOR CONSTRUCTION			-	NONE
C20	STAIRWAYS			-	NONE
C30	INTERIOR FINISHES			5.00	33,500
	<b>INTERIORS TOTAL</b>			<b>5.00</b>	<b>33,500</b>
<b>D</b>	<b>SERVICES</b>				
D10	CONVEYING SYSTEMS			-	NONE
D20	PLUMBING SYSTEMS			3.43	23,000
D30	HVAC SYSTEMS			3.71	24,875
D40	FIRE PROTECTION SYSTEMS			-	NONE
D50	ELECTRICAL SYSTEMS			5.47	36,645
	<b>SERVICES TOTAL</b>			<b>12.61</b>	<b>84,520</b>
<b>E</b>	<b>EQUIPMENT AND FURNISHINGS</b>				
E10	GROUP I EQUIPMENT			-	NONE
E20	FURNISHINGS (GROUP I CASEWORK)			-	NONE
	<b>EQUIPMENT AND FURNISHINGS TOTAL</b>			<b>-</b>	<b>-</b>
<b>F</b>	<b>SPECIAL CONSTRUCTION/DEMOLITION</b>				
F10	SPECIAL CONSTRUCTION			-	NONE
F20	SELECTIVE DEMOLITION			-	NONE
	<b>SPECIAL CONSTRUCTION/DEMOLITION TOTAL</b>			<b>-</b>	<b>-</b>
<b>G</b>	<b>SITWORK</b>				
G10	SITE PREPARATION				26,800
G20	SITE IMPROVEMENTS				9,000
G30	SITE CIVIL/MECHANICAL UTILITIES				NONE
G40	SITE ELECTRICAL UTILITES				7,500
G90	OTHER SITWORK				12,500
	<b>SITWORK TOTAL</b>			<b>8.33</b>	<b>55,800</b>
<b>TOTAL SITE &amp; BUILDING</b>		<b>6,700</b>	<b>GSF</b>	<b>229.00</b>	<b>1,534,274</b>

PROJECT: **MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)**  
LOCATION: **MENLO PARK, CA**  
CLIENT: **BAY AREA ECONOMICS (BAE)**  
DESCRIPTION: **CONCEPT ESTIMATE - PHARMACY**  
EXISTING BUILDING: **ADDITION (CORE/SHELL)**

LSA JOB NO: **21-079Aph**  
PREPARED BY: **MP**  
CHECKED BY: **MP, BSS**  
ESTIMATE DATE: **11/19/2021**  
TOTAL GSF: **6,700**

### CONCEPT ESTIMATE - PHARMACY

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
	<b>PRORATES</b>				
	General Conditions	10.00%			153,427
	Design Contingency	25.00%			383,569
	Escalation EXCLUDED	0.00%			-
	<b>SUBTOTAL</b>	<b>6,700</b>	<b>GSF</b>	<b>309.14</b>	<b>2,071,270</b>
	Bonds / Insurance	2.50%			51,782
	Contractors Fee	4.50%			93,207
	<b>TOTAL CONSTRUCTION COSTS</b>	<b>6,700</b>	<b>GSF</b>	<b>330.78</b>	<b>2,216,259</b>

PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PHARMACY  
 EXISTING BUILDING: ADDITION (CORE/SHELL)

LSA JOB NO: 21-079Aph  
 PREPARED BY: MP  
 CHECKED BY: MP, BSS  
 ESTIMATE DATE: 11/19/2021  
 TOTAL GSF: 6,700

### CONCEPT ESTIMATE - PHARMACY

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
ESTIMATE DETAIL					
A10	FOUNDATIONS				
A1010	STANDARD FOUNDATIONS SPREAD FOOTINGS, GRADE BEAMS	6,700	GSF	18.00	120,600
SUBTOTAL A1010 - STANDARD FOUNDATIONS					-
A1020	SPECIAL FOUNDATIONS NONE ANTICIPATED				
SUBTOTAL A1020 - SPECIAL FOUNDATIONS					-
A1030	SLAB ON GRADE SLAB ON GRADE, INCL BASE ROCK, SAND, WATERPROOF, CONCRETE, REBAR, FORMWORK	6,700	SF	22.50	150,750
SUBTOTAL A1030 - SLAB ON GRADE				22.50	150,750
SUBTOTAL A10 - FOUNDATIONS			SF	31.50	211,050
A20	BASEMENT CONSTRUCTION NOT APPLICABLE				
SUBTOTAL A20 - BASEMENT CONSTRUCTION			SF	-	-
B10	SUPERSTRUCTURE				
B1010	FLOOR CONSTRUCTION NO SUPPORTED FLOORS				
SUBTOTAL B1010 - FLOOR CONSTRUCTION				-	-
B1020	ROOF CONSTRUCTION STEEL FRAME, WITH FIRE PROTECTION	6,700	SF	72.00	482,400
SUBTOTAL B1020 - ROOF CONSTRUCTION				72.00	482,400

PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PHARMACY  
 EXISTING BUILDING: ADDITION (CORE/SHELL)

LSA JOB NO: 21-079Aph  
 PREPARED BY: MP  
 CHECKED BY: MP, BSS  
 ESTIMATE DATE: 11/19/2021  
 TOTAL GSF: 6,700

### CONCEPT ESTIMATE - PHARMACY

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
	<b>SUBTOTAL B10 - SUPERSTRUCTURE</b>		SF	72.00	482,400
B20	<b>EXTERIOR ENCLOSURE</b>				
B2010	<b>EXTERIOR WALLS</b>				
	NEW WALLS, FRAMING, WRAP, INSULATION, INTERIOR FINISH, ALLOW CEMENT PLASTER ENHANCEMENTS ALLOWANCE 10% INTEGRATION WITH EXISTING, ALLOW PARAPET	60.00% 2,052 10.00% 1 1,140	SF % LS SF	70.00 143,640.00 15,000.00 60.00	143,640 14,364 15,000 68,400
	<b>SUBTOTAL B2010 - EXTERIOR WALLS</b>			36.03	241,404
B2020	<b>EXTERIOR WINDOWS</b>				
	STOREFRONT GLAZING SYSTEM	40.00% 1,368	SF	125.00	171,000
	<b>SUBTOTAL B2020 - EXTERIOR WINDOWS</b>			25.52	171,000
B2030	<b>EXTERIOR DOORS</b>				
	DOUBLE AUTO GLAZED DOORS GENERAL ENTRY, DOUBLE	2 1	EA EA	18,000.00 4,200.00	36,000 4,200
	<b>SUBTOTAL B2030 - EXTERIOR DOORS</b>			6.00	40,200
	<b>SUBTOTAL B20 - EXTERIOR ENCLOSURE</b>		SF	67.55	452,604
B30	<b>ROOFING</b>				
B3010	<b>ROOF COVERINGS</b>				
	ALLOW STANDING SEAM, INCL INSULATION	6,700	SF	32.00	214,400
	<b>SUBTOTAL B3010 - ROOF COVERINGS</b>			32.00	214,400

PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PHARMACY  
 EXISTING BUILDING: ADDITION (CORE/SHELL)

LSA JOB NO: 21-079Aph  
 PREPARED BY: MP  
 CHECKED BY: MP, BSS  
 ESTIMATE DATE: 11/19/2021  
 TOTAL GSF: 6,700

### CONCEPT ESTIMATE - PHARMACY

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
B3020	ROOF OPENINGS  NONE ANTICIPATED				
	SUBTOTAL B3020 - ROOF OPENINGS			-	-
	SUBTOTAL B30 - ROOFING		SF	32.00	214,400
C10	INTERIOR CONSTRUCTION				
C1010	PARTITIONS  ASSUME TI ONLY				-
	SUBTOTAL C1010 - PARTITIONS			-	-
C1020	INTERIOR DOORS  ASSUME TI ONLY				
	SUBTOTAL C1020 - INTERIOR DOORS			-	-
C1030	SPECIALTIES  EXCLUDED: TI BUDGET				
	SUBTOTAL C1030 - SPECIALTIES			-	-
	SUBTOTAL C10 - INTERIOR CONSTRUCTION		SF	-	NONE
C20	STAIRWAYS				
C2010	STAIR CONSTRUCTION  NONE				
	SUBTOTAL C2010 - STAIR CONSTRUCTION			-	-



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PHARMACY  
 EXISTING BUILDING: ADDITION (CORE/SHELL)

LSA JOB NO: 21-079APh  
 PREPARED BY: MP  
 CHECKED BY: MP, BSS  
 ESTIMATE DATE: 11/19/2021  
 TOTAL GSF: 6,700

### CONCEPT ESTIMATE - PHARMACY

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
C2020	STAIR FINISHES  NOT APPLICABLE				
	SUBTOTAL C2020 - STAIR FINISHES			-	-
	SUBTOTAL C20 - STAIRWAYS		SF	-	NONE
C30	INTERIOR FINISHES				
C3010	WALL FINISHES  EXCLUDED: TI BUDGET				
	SUBTOTAL C3010 - WALL FINISHES			-	-
C3020	FLOOR FINISHES  SEAL CONCRETE	6,700	SF	5.00	33,500
	SUBTOTAL C3020 - FLOOR FINISHES			5.00	33,500
C3030	CEILING FINISHES  EXCLUDED: TI BUDGET				
	SUBTOTAL C3030 - CEILING FINISHES			-	-
	SUBTOTAL C30 - INTERIOR FINISHES		SF	5.00	33,500
D10	CONVEYING SYSTEMS				
D1010	ELEVATORS AND LIFTS  NOT APPLICABLE				
	SUBTOTAL D1010 - ELEVATORS AND LIFTS			-	-

PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PHARMACY  
 EXISTING BUILDING: ADDITION (CORE/SHELL)

LSA JOB NO: 21-079Aph  
 PREPARED BY: MP  
 CHECKED BY: MP, BSS  
 ESTIMATE DATE: 11/19/2021  
 TOTAL GSF: 6,700

### CONCEPT ESTIMATE - PHARMACY

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
D1020	ESCALATORS AND MOVING WALKS  NOT APPLICABLE				
	<b>SUBTOTAL D1020 - ESCALATORS AND MOVING WALKS</b>			-	-
D1090	OTHER CONVEYING SYSTEMS  NOT APPLICABLE				
	<b>SUBTOTAL D1090 - OTHER CONVEYING SYSTEMS</b>			-	-
	<b>SUBTOTAL D10 - CONVEYING SYSTEMS</b>		SF	-	NONE
D20	PLUMBING SYSTEMS				
D2010	PLUMBING FIXTURES  STUBS, CONNECT TO EXISTING, ALLOW	1	LS	3,500.00	3,500
	<b>SUBTOTAL D2010 - PLUMBING FIXTURES</b>			0.52	3,500
D2020	DOMESTIC WATER DISTRIBUTION  STUBS, CONNECT TO EXISTING, ALLOW	1	LS	3,500.00	3,500
	<b>SUBTOTAL D2020 - DOMESTIC WATER DISTRIBUTION</b>			0.52	3,500
D2030	SANITARY WASTE  STUBS, CONNECT TO EXISTING, ALLOW	1	LS	3,500.00	3,500
	<b>SUBTOTAL D2030 - SANITARY WASTE</b>			0.52	3,500
D2040	RAIN WATER DRAINAGE  ROOF DRAINS AND DOWN SPOUTS, ALLOW	1	LS	12,500.00	12,500
	<b>SUBTOTAL D2040 - RAIN WATER DRAINAGE</b>			1.87	12,500

PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PHARMACY  
 EXISTING BUILDING: ADDITION (CORE/SHELL)

LSA JOB NO: 21-079Aph  
 PREPARED BY: MP  
 CHECKED BY: MP, BSS  
 ESTIMATE DATE: 11/19/2021  
 TOTAL GSF: 6,700

### CONCEPT ESTIMATE - PHARMACY

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
D2090	OTHER PLUMBING SYSTEMS  NONE ANTICIPATED				
	<b>SUBTOTAL D2090 - OTHER PLUMBING SYSTEMS</b>			-	-
	<b>SUBTOTAL D20 - PLUMBING SYSTEMS</b>		SF	3.43	23,000
D30	HVAC SYSTEMS				
D3010	ENERGY SUPPLY  SEE REMODEL				
	<b>SUBTOTAL D3010 - ENERGY SUPPLY</b>			-	-
D3020	HEAT GENERATING SYSTEMS  SEE REMODEL				
	<b>SUBTOTAL D3020 - HEAT GENERATING SYSTEMS</b>			-	-
D3030	COOLING GENERATING SYSTEMS  SEE REMODEL				
	<b>SUBTOTAL D3030 - COOLING GENERATING SYSTEMS</b>			-	-
D3040	DISTRIBUTION SYSTEMS  WET SIDE DISTRIBUTION STUB CONNECTIONS DUCTWORK STUBS	1 1	LS LS	5,000.00 7,500.00	5,000 7,500
	<b>SUBTOTAL D3040 - DISTRIBUTION SYSTEMS</b>			1.87	12,500
D3050	TERMINAL AND PACKAGE UNITS  SEE REMODEL VAV (TI)				
	<b>SUBTOTAL D3050 - TERMINAL AND PACKAGE UNITS</b>			-	-

PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PHARMACY  
 EXISTING BUILDING: ADDITION (CORE/SHELL)

LSA JOB NO: 21-079Aph  
 PREPARED BY: MP  
 CHECKED BY: MP, BSS  
 ESTIMATE DATE: 11/19/2021  
 TOTAL GSF: 6,700

**CONCEPT ESTIMATE - PHARMACY**

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
D3060	CONTROL & INSTRUMENTATION  DISTRIBUTION CONTROLS @ STUBS	1	LS	4,000.00	4,000
<b>SUBTOTAL D3060 - CONTROL &amp; INSTRUMENTATION</b>				<b>0.60</b>	<b>4,000</b>
D3070	SYSTEMS TESTING & BALANCING  BALANCE & TEST	6,700	GSF	0.25	1,675
<b>SUBTOTAL D3070 - SYSTEMS TESTING &amp; BALANCING</b>				<b>0.25</b>	<b>1,675</b>
D3090	OTHER HVAC SYSTEMS & EQUIPMENT  SEISMIC/ISOLATION/HOISTING/RIGGING/CORING & SLEEVING/DOCUMENTATION, SAFETY, TRADE COSTS, ALLOW	6,700	GSF	1.00	6,700
<b>SUBTOTAL D3090 - OTHER HVAC SYSTEMS &amp; EQUIPMENT</b>				<b>1.00</b>	<b>6,700</b>
<b>SUBTOTAL D30 - HVAC SYSTEMS</b>			<b>SF</b>	<b>3.71</b>	<b>24,875</b>
D40	FIRE PROTECTION SYSTEMS				
D4010	SPRINKLERS  ASSUME NOT REQUIRED				
<b>SUBTOTAL D4010 - SPRINKLERS</b>				<b>-</b>	<b>-</b>
<b>SUBTOTAL D40 - FIRE PROTECTION SYSTEMS</b>			<b>SF</b>	<b>-</b>	<b>NONE</b>
D50	ELECTRICAL SYSTEMS				
D5010	ELECTRICAL SERVICE AND DISTRIBUTION  FIRE ALARM - SHELL PROVISION	1	LS	7,500.00	7,500
<b>SUBTOTAL D5010 - ELECTRICAL SERVICE AND DISTRIBUTION</b>				<b>1.12</b>	<b>7,500</b>

PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PHARMACY  
 EXISTING BUILDING: ADDITION (CORE/SHELL)

LSA JOB NO: 21-079Aph  
 PREPARED BY: MP  
 CHECKED BY: MP, BSS  
 ESTIMATE DATE: 11/19/2021  
 TOTAL GSF: 6,700

**CONCEPT ESTIMATE - PHARMACY**

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
D5020	LIGHTING  LIGHT FIXTURES, WIRING, CONTROLS, ASSUME MOSTLY TI, ALLOW 20%	6,700	GSF	4.00	26,800
SUBTOTAL D5020 - LIGHTING				4.00	26,800
D5030	COMMUNICATION & SECURITY  EXCLUDED: TI BUDGET				
SUBTOTAL D5030 - COMMUNICATION & SECURITY				-	-
D5090	OTHER ELECTRICAL SERVICES  TESTING/SEISMIC BRACING/COORDINATION, DOCUMENTATION	6,700	SF	0.35	2,345
SUBTOTAL D5090 - OTHER ELECTRICAL SERVICES				0.35	2,345
SUBTOTAL D50 - ELECTRICAL SYSTEMS			SF	5.47	36,645
E10	GROUP I EQUIPMENT				
E1010	COMMERCIAL EQUIPMENT  EXCLUDED				
SUBTOTAL E1010 - COMMERCIAL EQUIPMENT				-	-
SUBTOTAL E10 - GROUP I EQUIPMENT			SF	-	NONE
E20	FURNISHINGS (GROUP I CASEWORK)				
E2010	FIXED FURNISHINGS  EXCLUDED				
SUBTOTAL E2010 - FIXED FURNISHINGS				-	-

PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PHARMACY  
 EXISTING BUILDING: ADDITION (CORE/SHELL)

LSA JOB NO: 21-079Aph  
 PREPARED BY: MP  
 CHECKED BY: MP, BSS  
 ESTIMATE DATE: 11/19/2021  
 TOTAL GSF: 6,700

### CONCEPT ESTIMATE - PHARMACY

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
E2020	MOVEABLE FURNISHINGS  EXCLUDED				
	<b>SUBTOTAL E2020 - MOVEABLE FURNISHINGS</b>			-	-
	<b>SUBTOTAL E20 - FURNISHINGS (GROUP I CASEWORK)</b>		SF	-	NONE
F10	SPECIAL CONSTRUCTION				
F1010	SPECIAL STRUCTURES  NONE ANTICIPATED				
	<b>SUBTOTAL F1010 - SPECIAL STRUCTURES</b>			-	-
	<b>SUBTOTAL F10 - SPECIAL CONSTRUCTION</b>		SF	-	NONE
F20	SELECTIVE DEMOLITION				
F2010	BUILDING ELEMENTS DEMOLITION  SEE REMODEL				
	<b>SUBTOTAL F2010 - BUILDING ELEMENTS DEMOLITION</b>			-	-
F2020	HAZARDOUS COMPONENTS ABATEMENT  NONE ANTICIPATED				
	<b>SUBTOTAL F2020 - HAZARDOUS COMPONENTS ABATEMENT</b>			-	-
	<b>SUBTOTAL F20 - SELECTIVE DEMOLITION</b>		SF	-	NONE
G10	SITE PREPARATION				
G1010	SITE CLEARING  SITE CLEARANCE	6,700	SF	1.00	6,700
	<b>SUBTOTAL G1010 - SITE CLEARING</b>			1.00	6,700



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PHARMACY  
 EXISTING BUILDING: ADDITION (CORE/SHELL)

LSA JOB NO: 21-079Aph  
 PREPARED BY: MP  
 CHECKED BY: MP, BSS  
 ESTIMATE DATE: 11/19/2021  
 TOTAL GSF: 6,700

### CONCEPT ESTIMATE - PHARMACY

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
G1020	SITE DEMOLITION AND RELOCATIONS SAW CUT AND DEMO (E.) PARKING LOT FOR NEW PAD	6,700	SF	2.00	13,400
SUBTOTAL G1020 - SITE DEMOLITION AND RELOCATIONS				2.00	13,400
G1030	SITE EARTHWORK ROUGH & FINE GRADING	6,700	SF	1.00	6,700
SUBTOTAL G1030 - SITE EARTHWORK				1.00	6,700
G1040	HAZARDOUS WASTE REMEDIATION EXCLUDED				
SUBTOTAL G1040 - HAZARDOUS WASTE REMEDIATION				-	-
SUBTOTAL G10 - SITE PREPARATION				4.00	26,800
G20	SITE IMPROVEMENTS				
G2010	ROADWAYS EXCLUDED				
SUBTOTAL G2010 - ROADWAYS				-	-
G2020	PARKING LOTS COMMERCIAL PARKING ALLOCATION, 30 SPACES, ASSUME (E.) IN PLACE, ALLOW REPAIRS/ADJUSTMENTS ONLY	30	EA	300.00	9,000
SUBTOTAL G2020 - PARKING LOTS				1.34	9,000
G2030	PEDESTRIAN PAVING EXCLUDED				
SUBTOTAL G2030 - PEDESTRIAN PAVING				-	-

PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PHARMACY  
 EXISTING BUILDING: ADDITION (CORE/SHELL)

LSA JOB NO: 21-079Aph  
 PREPARED BY: MP  
 CHECKED BY: MP, BSS  
 ESTIMATE DATE: 11/19/2021  
 TOTAL GSF: 6,700

### CONCEPT ESTIMATE - PHARMACY

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
G2040	SITE DEVELOPMENT EXCLUDED				
	<b>SUBTOTAL G2040 - SITE DEVELOPMENT</b>			-	-
G2050	LANDSCAPING EXCLUDED				
	<b>SUBTOTAL G2050 - LANDSCAPING</b>			-	-
	<b>SUBTOTAL G20 - SITE IMPROVEMENTS</b>			1.34	9,000
G30	SITE CIVIL/MECHANICAL UTILITIES				
G3010	WATER SUPPLY ASSUME EXISTING IN PLACE				
	<b>SUBTOTAL G3010 - WATER SUPPLY</b>			-	-
G3020	SANITARY SEWER ASSUME EXISTING IN PLACE				
	<b>SUBTOTAL G3020 - SANITARY SEWER</b>			-	-
G3030	STORM SEWER ASSUME EXISTING IN PLACE				
	<b>SUBTOTAL G3030 - STORM SEWER</b>			-	-
G3040	HEATING DISTRIBUTION EXCLUDED				
	<b>SUBTOTAL G3040 - HEATING DISTRIBUTION</b>			-	-
G3050	COOLING DISTRIBUTION EXCLUDED				
	<b>SUBTOTAL G3050 - COOLING DISTRIBUTION</b>			-	-

PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PHARMACY  
 EXISTING BUILDING: ADDITION (CORE/SHELL)

LSA JOB NO: 21-079Aph  
 PREPARED BY: MP  
 CHECKED BY: MP, BSS  
 ESTIMATE DATE: 11/19/2021  
 TOTAL GSF: 6,700

### CONCEPT ESTIMATE - PHARMACY

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
G3060	FUEL DISTRIBUTION EXCLUDED				
	<b>SUBTOTAL G3060 - FUEL DISTRIBUTION</b>			-	-
G3070	OTHER SITE MECHANICAL UTILITIES EXCLUDED				
	<b>SUBTOTAL G3070 - OTHER SITE MECHANICAL UTILITIES</b>			-	-
	<b>SUBTOTAL G30 - SITE CIVIL/MECHANICAL UTILITIES</b>			-	NONE
G40	SITE ELECTRICAL UTILITES				
G4010	ELECTRICAL DISTRIBUTION ASSUME EXISTING IN PLACE				
	<b>SUBTOTAL G4010 - ELECTRICAL DISTRIBUTION</b>			-	-
G4020	SITE LIGHTING ADJUSTMENTS ARISING, ALLOW	1	LS	7,500.00	7,500
	<b>SUBTOTAL G4020 - SITE LIGHTING</b>			1.12	7,500
G4030	SITE COMMUNICATIONS & SECURITY ASSUME EXISTING IN PLACE				
	<b>SUBTOTAL G4030 - SITE COMMUNICATIONS &amp; SECURITY</b>			-	-
G4090	OTHER SITE ELECTRICAL UTILITIES EXCLUDED				
	<b>SUBTOTAL G4090 - OTHER SITE ELECTRICAL UTILITIES</b>			-	-
	<b>SUBTOTAL G40 - SITE ELECTRICAL UTILITES</b>			1.12	7,500

PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PHARMACY  
 EXISTING BUILDING: ADDITION (CORE/SHELL)

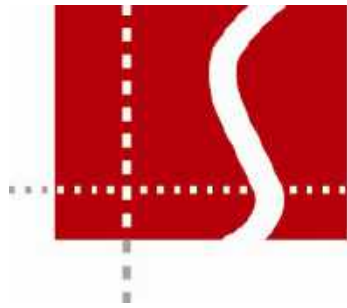
LSA JOB NO: 21-079Aph  
 PREPARED BY: MP  
 CHECKED BY: MP, BSS  
 ESTIMATE DATE: 11/19/2021  
 TOTAL GSF: 6,700

**CONCEPT ESTIMATE - PHARMACY**

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
G90	OTHER SITEWORK				
G9010	SERVICE AND PEDESTRIAN TUNNELS  EXCLUDED				
	<b>SUBTOTAL G9010 - SERVICE AND PEDESTRIAN TUNNELS</b>			-	-
G9090	OTHER SITE SYSTEMS  GENERAL REQUIREMENTS, INCL SITE FENCING, SAFETY, SIGNAGE, ETC. ALLOW	1	LS	12,500.00	12,500
	<b>SUBTOTAL G9090 - OTHER SITE SYSTEMS</b>			1.87	12,500
	<b>SUBTOTAL G90 - OTHER SITEWORK</b>			1.87	12,500

**ATTACHMENT #4:**

**MARCH 2022 INCREMENTAL COST ESTIMATE – PARCEL 3  
(COMMERCIAL SPACE FOR BANK/CREDIT UNION, DINING  
OPTIONS, AND COMMUNITY ENTERTAINMENT)**



**Leland Saylor  
Associates**  
A Certified DVBE

## CONCEPT ESTIMATE - PARCEL 3

**MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES  
(FACEBOOK)  
MENLO PARK, CA**

LSA JOB NUMBER:  
**21-079AP3R2**

**March 18, 2021**

PREPARED FOR  
**BAY AREA ECONOMICS (BAE)**  
BY LELAND SAYLOR ASSOCIATES

1777 Oakland Blvd, Ste 103 | Walnut Creek | CA | 94596  
415-291-3200 | 415-291-3201 (f) | [www.lelandsaylor.com](http://www.lelandsaylor.com)





PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)      JOB NUMBER: 21-079AP3R2  
LOCATION: MENLO PARK, CA      PREPARED BY: MP  
CLIENT: BAY AREA ECONOMICS (BAE)      BID DATE:  
DESCRIPTION: CONCEPT ESTIMATE - PARCEL 3      ESTIMATE DATE: 3/18/2021

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## CONTENTS

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III	COMMUNITY AMENITIES BANK/CREDIT UNION DINING ENTERTAINMENT	13
IV	BUILDING: CORE & WARM SHELL	20
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PROJECT: **MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)**  
LOCATION: **MENLO PARK, CA**  
CLIENT: **BAY AREA ECONOMICS (BAE)**  
DESCRIPTION: **CONCEPT ESTIMATE - PARCEL 3**

JOB NUMBER: **21-079AP3R2**  
PREPARED BY: **MP**  
CHECKED BY: **MP, BSS**  
ESTIMATE DATE: **3/18/2021**

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## SECTION I

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# PREFACE AND NOTES TO THE ESTIMATE



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PARCEL 3

JOB NUMBER: 21-079AP3R2  
 PREPARED BY: MP  
 BID DATE:  
 ESTIMATE DATE: 3/18/2021

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## PREFACE AND NOTES TO THE ESTIMATE

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### 1.0 PROJECT SYNOPSIS

#### 1.1 TYPE OF STUDY:

CONCEPT ESTIMATE - PARCEL 3  
 NOTE: CORE/SHELL ONLY

#### 1.2 PROJECT DESCRIPTION OF ELEMENTS:

Construction Type:	Partial concrete frame/structural studs
Foundation Type:	Standard
Exterior Wall Type:	Cement plaster, accents, punched windows
Roof Type:	Single ply system, plus waterproofing raised terraces
Stories Below Grade:	Two (parking)
Stories Above Grade:	Seven
Sitework:	Excluded from this study
Plumbing System:	Mixed use residential/retail main service supply only
Mechanical System:	Mixed use residential/retail warm shell service supply only
Fire Protection System:	Sprinkler
Electrical Service:	Mixed use residential/retail warm shell service supply only
Special Construction:	
Other Specialized Services:	

#### 1.3 GENERAL NOTES REGARDING PROJECT / BASIS OF ESTIMATE / EXECUTIVE SUMMARY:

This project is part of a much wider mixed use development. This study is for parcel 3 only and is prepared to allow reasonable cost allocation to specific project elements providing community amenities value, namely retail/entertainment uses. The estimate is incremental, and does not consider all systems, nor site work - refer to detail



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PARCEL 3

JOB NUMBER: 21-079AP3R2  
 PREPARED BY: MP  
 BID DATE:  
 ESTIMATE DATE: 3/18/2021

## PREFACE AND NOTES TO THE ESTIMATE

### 1.4 CONTROL QUANTITIES:

Number of Stories above grade 7

Gross Areas:	Enclosed	Covered (50%)	Total	Story Heights	Perimeter
Basement B02	114,734	0	114,734	15	1,473
Basement B01	114,721	0	114,721	12	1,477
L1	92,562	0	92,562	17	2,668
L2	69,261	47	69,285	10.33	2,333
L3	68,565	240	68,685	10.33	3,244
L4	68,500	0	68,500	10.33	3,244
L5	68,069	5387	70,763	10.33	3,244
L6	67,342	0	67,342	10.33	3,244
L7	66,953	0	66,953	10.33	3,244
Total Building	501,252	5,674	504,089	105.98	
Total Basement	229,455		229,455		
Footprint Area: Parking	114,734				
Footprint Area: Building	92,562				
Parapet				4.17	
Gross Wall Area: Basement	39,819				
Retail GSF	52,461				
Community Amenities Retail					
Entertainment	21,690	72			
Bank/Credit Union	2,660	9			
Dining	18,000	59			
Total Parcel 3	42,350				
Parking allocation @ factor	140	3.3			
Dining - offsite @ Chevron	0				
Pharmacy - offsite @ Hamilton	12,000				
Grocery - offsite at Parcel 2	36,500				
Concrete Frame Support Area	281,903				
Residential Suspended Floor	359,066				
Gross Façade Area: L1-L7	237,008				
Gross Façade Area: L1	45,356	17,796	64.57%		
Windows or Glazing Area: %	60.00%				
Windows or Glazing Area: SF	142,205				
Parapet	3,781				
Roof Equipment Screen	1,676				
Roof Area - Total:	63,811				
Waterproofed Terraces:	40,205				
L1 Over Parking Waterproof	22,172				
Interior Partition Ratio	2.00				
Interior Partition SF	1,008,178				
Parking:					
Residential	419				
Commercial	220				
Total	639				

Parking allocations per Applicant at 3.3 per 1,000

Parking allocations per Applicant at 3.3 per 1,000



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PARCEL 3

JOB NUMBER: 21-079AP3R2  
 PREPARED BY: MP  
 BID DATE:  
 ESTIMATE DATE: 3/18/2021

## PREFACE AND NOTES TO THE ESTIMATE

### 2.0 DEFINITIONS

#### 2.1 ESTIMATE OF COST:

An Estimate of Cost is prepared from a survey of the quantities of work; items prepared from written or drawn information provided at the "PHASE", working drawing or bid-documents stage of the design. Historical costs, information provided by contractors and suppliers, plus judgmental evaluation by the Estimator are used as appropriate as the basis for pricing. Allowances as appropriate will be included for items of work which are not indicated on the design documents provided that the Estimator is made aware of them, or which, in the judgment of the Estimator, are required for completion of the work. We cannot, however, be responsible for items or work of an unusual nature of which we have not been informed.

#### 2.2 BID:

An offer to enter a contract to perform work for a fixed sum, to be completed within a limited period of time.

### 3.0 BIDS & CONTRACTS

#### 3.1 MARKET CONDITIONS:

In the current market conditions for construction, our experience shows the following results on competitive bids, as a differential from company final estimates:

Number of Bids	Percentage Differential
1 .....	+25 to 100%
2 - 3 .....	+10 to 25%
4 - 5 .....	0 to +10%
6 - 7 .....	0 to -10%
8 or more .....	-10 to -20%

Accordingly, it is extremely important to ensure that a minimum of 4 to 5 valid bids are received. Since we have no control over the bid process, there is no guarantee that proposals, bids or construction cost will not vary from our opinions or our estimates. Please see Competitive Bidding Statement in the estimate detail section for more information.



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PARCEL 3

JOB NUMBER: 21-079AP3R2  
 PREPARED BY: MP  
 BID DATE:  
 ESTIMATE DATE: 3/18/2021

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## PREFACE AND NOTES TO THE ESTIMATE

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### 4.0 ESTIMATE DOCUMENTS

4.1 This Estimate has been compiled from the following documents and information supplied:

**DRAWINGS:**

Architectural Control Package - Parcel 3, dated 09/07/21

**SPECIFICATIONS / PROJECT MANUAL:**

None

**COSTS PROVIDED BY OTHERS:**

None

4.2 The user is cautioned that significant changes in the scope of the project, or alterations to the project documents after completion of the estimate level or job type can cause major cost changes.

### 5.0 GROSS SQUARE FEET

	GSF
BUILDING: CORE & WARM SHELL (INCLUDES BASEMENT)	733,544
BANK/CREDIT UNION	2,660
DINING	18,000
ENTERTAINMENT	21,690

### 6.0 WAGE RATES

#### 6.1 MARKET WAGE RATES:

This Estimate is based on prevailing wage-rates and conditions currently applicable in Menlo Park, CA





PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PARCEL 3

JOB NUMBER: 21-079AP3R2  
 PREPARED BY: MP  
 BID DATE:  
 ESTIMATE DATE: 3/18/2021

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## PREFACE AND NOTES TO THE ESTIMATE

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### 7.0 PRORATE ADDITIONS TO THE ESTIMATE

#### 7.1 GENERAL CONDITIONS / GENERAL REQUIREMENTS: 10.00%

An allowance based on 10% of the construction costs subtotal has been included for Contractor's General Conditions and General Requirements.

#### 7.2 DESIGN CONTINGENCY: 25.00%

An allowance based on 25% of the construction costs subtotal has been included for Design Contingency.

NOTE: This allowance is intended to provide a Design Contingency sum only; for use during the design process. It is not intended to provide for a Construction Contingency sum.

#### 7.3 ESCALATION: EXCLUDED 0.00%

An allowance of 0% has been included in this estimate for construction material & labor cost escalation up to the anticipated mid-point of construction, based on the following assumptions:

<b>NONE ALLOWED</b>	
Construction start date:	
Construction period:	
Mid-point of construction:	
Annual escalation rate:	
Allowance for escalation:	0.00%

No allowance has been made for Code Escalation or Technological Escalation.

#### 7.4 REMOTE SITE FACTOR: 0.00%

No costs relating to project Remote Site are included in the price.



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PARCEL 3

JOB NUMBER: 21-079AP3R2  
 PREPARED BY: MP  
 BID DATE:  
 ESTIMATE DATE: 3/18/2021

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## PREFACE AND NOTES TO THE ESTIMATE

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**7.5 PHASING ALLOWANCE: 0.00%**

No costs relating to Phasing is included in the price.

**7.6 BONDS AND INSURANCE: 2.50%**

An allowance of 2.5% of the construction cost subtotal is included to provide for the cost of Payment and Performance Bonds, if required.

**7.7 CONTRACTOR'S FEE: 4.50%**

An allowance based on 4.5% of the construction cost subtotal is included for the Contractor's office Overhead and Profit. Office overhead of the contractor is always included with the fee.

All field overhead of the contractor is included in the General Conditions section of the estimate.

**8.0 SPECIAL NOTES PERTAINING TO THIS ESTIMATE**

**8.1 SPECIFIC INCLUSIONS:**

The following items are specifically included in this estimate:  
 Refer Detailed estimates

**8.2 SPECIFIC EXCLUSIONS:**

The following items are specifically excluded from this estimate:  
 Design & soft Costs  
 Program/Construction Management  
 Owner Soft Costs  
 Legal Fees  
 Special Inspections  
 Escalation - All costs are current \$  
 Demolition/Site acquisition & Prep  
 Site Development & Landscaping



PROJECT: **MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)**  
LOCATION: **MENLO PARK, CA**  
CLIENT: **BAY AREA ECONOMICS (BAE)**  
DESCRIPTION: **CONCEPT ESTIMATE - PARCEL 3**

JOB NUMBER: **21-079AP3R2**  
PREPARED BY: **MP**  
CHECKED BY: **MP, BSS**  
ESTIMATE DATE: **3/18/2021**

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## SECTION II

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# SUMMARY OF THE ESTIMATE

PROJECT:	MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)	LSA JOB NO:	21-079AP3R2
LOCATION:	MENLO PARK, CA	PREPARED BY:	MP
CLIENT:	BAY AREA ECONOMICS (BAE)	CHECKED BY:	MP, BSS
DESCRIPTION:	CONCEPT ESTIMATE - PARCEL 3	DATE:	3/18/2021
	SUMMARY OF THE ESTIMATE	BASE DATE:	11/18/2021

**CONCEPT ESTIMATE - PARCEL 3**

DIV #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTALS
<b>SUMMARY OF THE ESTIMATE</b>					
	<b>COST-MODEL CONSTRUCTION COSTS</b>				
1.0	BANK/CREDIT UNION	2,660	GSF	488.08	\$ 1,298,303
2.0	DINING	18,000	GSF	477.60	\$ 8,596,881
3.0	ENTERTAINMENT	21,690	GSF	470.56	\$ 10,206,494
	<b>PRORATES ARE INCLUDED IN ABOVE FIGURES</b>				
	General Conditions	10.00%			
	Design Contingency	25.00%			
	Escalation EXCLUDED				
	Bonds / Insurance	2.50%			
	Contractors Fee	4.50%			
	REFERENCE: PARCEL 3 BUILDING COST MODEL, CORE & WARM SHELL: (GSF INCL BASEMENT)	733,544	GSF	289.50	\$212,358,877

PROJECT:	MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)	LSA JOB NO:	21-079AP3R2
LOCATION:	MENLO PARK, CA	PREPARED BY:	MP
CLIENT:	BAY AREA ECONOMICS (BAE)	CHECKED BY:	MP, BSS
DESCRIPTION:	CONCEPT ESTIMATE - PARCEL 3	DATE:	3/18/2021
	SUMMARY OF THE ESTIMATE	BASE DATE:	11/18/2021

**CONCEPT ESTIMATE - PARCEL 3**

DIV #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTALS
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**Competitive Bidding**

The prices in this Estimate are based on Competitive Bidding. Competitive Bidding is receiving responsive bids from at least five (5) or more General Contractors and three (3) or more responsive bids from Major Subcontractors or Trades. Major Subcontractors are Structural Steel, Plaster / EIFS Contractors, Mechanical, Plumbing and Electrical Subcontractors.

Without Competitive Bidding, Contractor bids can and have ranged from 25%-to 100% over the prices in this Estimate, depending on the size of the job.

We urge you to notify your client of the existing bidding climate, and work with them to ensure that the project is adequately publicized so that they can get the minimum number of bids for competitive bidding. Please contact us if you need ideas about how to publicize your project.



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
LOCATION: MENLO PARK, CA  
CLIENT: BAY AREA ECONOMICS (BAE)  
DESCRIPTION: CONCEPT ESTIMATE - PARCEL 3

JOB NUMBER: 21-079AP3R2  
PREPARED BY: MP  
CHECKED BY: MP, BSS  
ESTIMATE DATE: 3/18/2021

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## SECTION III

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# COMMUNITY AMENITIES

BANK/CREDIT UNION  
DINING  
ENTERTAINMENT



PROJECT:	<b>MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)</b>	LSA JOB NO:	<b>21-079A</b>
LOCATION:	<b>MENLO PARK, CA</b>	PREPARED BY:	<b>SJ, MP</b>
CLIENT:	<b>BAY AREA ECONOMICS (BAE)</b>	CHECKED BY:	<b>MP, BSS</b>
DESCRIPTION:	<b>CONCEPT ESTIMATE - PARCEL 3 BANK/CREDIT UNION</b>	DATE:	<b>10/25/2021</b>
		GSF	<b>2,660</b>
		%	<b>0.36%</b>

**CONCEPT ESTIMATE - PARCEL 3**

DIV #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTALS
<b>SUMMARY OF THE ESTIMATE</b>					
	<b>BANK/CREDIT UNION</b>				
1.0	CORE/SHELL COST PARCEL 3	2,660	GSF	289.50	\$ 770,062
2.0	ADD FOR GLAZED ENTRY DOORS, DOUBLE	3	EA	26,001.00	\$ 78,003
3.0	ADD FOR STORY HEIGHT ALLOCATION	2,660	GSF	33.70	\$ 89,647
4.0	ADD FOR BASEMENT ADJUSTMENT ALLOW 9 SPACES/220 PROVIDED, LEVEL B01, ADDED GSF BEYOND 3,000 GSF	2,033	GSF	73.27	\$ 148,971
5.0	ALLOW ENHANCED WARM SHELL BUILDOUT \$50+PRORATES	2,660	GSF	72.23	\$ 192,119
6.0	TI DEVELOPER CONTRIBUTION	2,660	GSF	75.00	EXCLUDED
7.0	PARKING SPACE FINISH, ALLOW	9	EA	2,166.75	\$ 19,501
	<b>TOTAL CONSTRUCTION COSTS</b>				<b>\$ 1,298,303</b>
	<b>PRORATES ARE INCLUDED IN ABOVE FIGURES</b>				
	General Conditions	10.00%			
	Design Contingency	25.00%			
	Escalation EXCLUDED				
	Bonds / Insurance	2.50%			
	Contractors Fee	4.50%			

PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PARCEL 3  
 BANK/CREDIT UNION

LSA JOB NO: 21-079A  
 PREPARED BY: SJ, MP  
 CHECKED BY: MP, BSS  
 DATE: 10/25/2021  
 GSF 2,660  
 % 0.36%

**CONCEPT ESTIMATE - PARCEL 3**

DIV #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTALS
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PROJECT:	<b>MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)</b>	LSA JOB NO:	<b>21-079A</b>
LOCATION:	<b>MENLO PARK, CA</b>	PREPARED BY:	<b>SJ, MP</b>
CLIENT:	<b>BAY AREA ECONOMICS (BAE)</b>	CHECKED BY:	<b>MP, BSS</b>
DESCRIPTION:	<b>CONCEPT ESTIMATE - PARCEL 3 DINING</b>	DATE:	<b>10/25/2021</b>
		GSF	<b>18,000</b>
		%	<b>2.45%</b>

**CONCEPT ESTIMATE - PARCEL 3**

DIV #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTALS
<b>SUMMARY OF THE ESTIMATE</b>					
	<b>DINING</b>				
1.0	CORE/SHELL COST PARCEL 3	18,000	GSF	289.50	\$ 5,210,948
2.0	ADD FOR GLAZED ENTRY DOORS, DOUBLE	16	EA	26,001.00	\$ 416,016
3.0	ADD FOR STORY HEIGHT ALLOCATION	18,000	GSF	33.70	\$ 606,636
4.0	ADD FOR BASEMENT ADJUSTMENT ALLOW 59 SPACES/220 PROVIDED, LEVEL B01, ADDED GSF BEYOND 18,000 GSF	12,766	GSF	73.27	\$ 935,393
5.0	ALLOW ENHANCED WARM SHELL BUILDOUT \$50+PRORATES	18,000	GSF	72.23	\$ 1,300,050
6.0	TI DEVELOPER CONTRIBUTION	18,000	GSF	75.00	EXCLUDED
7.0	PARKING SPACE FINISH, ALLOW	59	EA	2,166.75	\$ 127,838
	<b>TOTAL CONSTRUCTION COSTS</b>				<b>\$ 8,596,881</b>
	<b>PRORATES ARE INCLUDED IN ABOVE FIGURES</b>				
	General Conditions	10.00%			
	Design Contingency	25.00%			
	Escalation EXCLUDED				
	Bonds / Insurance	2.50%			
	Contractors Fee	4.50%			

PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PARCEL 3  
 DINING

LSA JOB NO: 21-079A  
 PREPARED BY: SJ, MP  
 CHECKED BY: MP, BSS  
 DATE: 10/25/2021  
 GSF 18,000  
 % 2.45%

**CONCEPT ESTIMATE - PARCEL 3**

DIV #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTALS
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**Competitive Bidding**

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PROJECT:	<b>MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)</b>	LSA JOB NO:	<b>21-079A</b>
LOCATION:	<b>MENLO PARK, CA</b>	PREPARED BY:	<b>SJ, MP</b>
CLIENT:	<b>BAY AREA ECONOMICS (BAE)</b>	CHECKED BY:	<b>MP, BSS</b>
DESCRIPTION:	<b>CONCEPT ESTIMATE - PARCEL 3 ENTERTAINMENT</b>	DATE:	<b>10/25/2021</b>
		GSF	<b>21,690</b>
		%	<b>2.96%</b>

**CONCEPT ESTIMATE - PARCEL 3**

DIV #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTALS
<b>SUMMARY OF THE ESTIMATE</b>					
	<b>ENTERTAINMENT</b>				
1.0	CORE/SHELL COST PARCEL 3	21,690	GSF	289.50	<b>\$ 6,279,193</b>
2.0	ADD FOR GLAZED ENTRY DOORS, DOUBLE	12	EA	26,001.00	<b>\$ 312,012</b>
3.0	ADD FOR STORY HEIGHT ALLOCATION	21,690	GSF	33.70	<b>\$ 730,997</b>
4.0	ADD FOR BASEMENT ADJUSTMENT ALLOW 72 SPACES/220 PROVIDED, LEVEL B01, ADDED GSF BEYOND 25,000 GSF	15,855	GSF	73.27	<b>\$ 1,161,727</b>
5.0	ALLOW ENHANCED WARM SHELL BUILDOUT \$50+PRORATES	21,690	GSF	72.23	<b>\$ 1,566,560</b>
6.0	TI DEVELOPER CONTRIBUTION	21,690	GSF	75.00	<b>EXCLUDED</b>
7.0	PARKING SPACE FINISH, ALLOW	72	EA	2,166.75	<b>\$ 156,006</b>
	<b>TOTAL CONSTRUCTION COSTS</b>				<b>\$ 10,206,494</b>
	<b>PRORATES ARE INCLUDED IN ABOVE FIGURES</b>				
	General Conditions	10.00%			
	Design Contingency	25.00%			
	Escalation EXCLUDED				
	Bonds / Insurance	2.50%			
	Contractors Fee	4.50%			

PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PARCEL 3  
 ENTERTAINMENT

LSA JOB NO: 21-079A  
 PREPARED BY: SJ, MP  
 CHECKED BY: MP, BSS  
 DATE: 10/25/2021  
 GSF 21,690  
 % 2.96%

**CONCEPT ESTIMATE - PARCEL 3**

DIV #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTALS
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**Competitive Bidding**

The prices in this Estimate are based on Competitive Bidding. Competitive Bidding is receiving responsive bids from at least five (5) or more General Contractors and three (3) or more responsive bids from Major Subcontractors or Trades. Major Subcontractors are Structural Steel, Plaster / EIFS Contractors, Mechanical, Plumbing and Electrical Subcontractors.

Without Competitive Bidding, Contractor bids can and have ranged from 25%-to 100% over the prices in this Estimate, depending on the size of the job.

We urge you to notify your client of the existing bidding climate, and work with them to ensure that the project is adequately publicized so that they can get the minimum number of bids for competitive bidding. Please contact us if you need ideas about how to publicize your project.



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
LOCATION: MENLO PARK, CA  
CLIENT: BAY AREA ECONOMICS (BAE)  
DESCRIPTION: CONCEPT ESTIMATE - PARCEL 3

JOB NUMBER: 21-079AP3R2  
PREPARED BY: MP  
CHECKED BY: MP, BSS  
ESTIMATE DATE: 3/18/2021

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## SECTION IV

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**BUILDING: CORE & WARM SHELL**



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PARCEL 3  
 BUILDING: CORE & WARM SHELL

LSA JOB NO: 21-079AP3R2  
 PREPARED BY: MP  
 CHECKED BY: MP, BSS  
 ESTIMATE DATE: 3/18/2021  
 TOTAL GSF: 733,544  
 BASEMENT GSF: 229,455  
 BUILDING GSF: 504,089

**CONCEPT ESTIMATE - PARCEL 3**

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
<b>A</b>	<b>SUBSTRUCTURE</b>				
A10	FOUNDATIONS			9.87	7,238,508
A20	BASEMENT CONSTRUCTION			13.22	9,696,656
				<b>SUBSTRUCTURE TOTAL</b>	<b>23.09</b>
					<b>16,935,164</b>
<b>B</b>	<b>SHELL</b>				
B10	SUPERSTRUCTURE			56.88	41,726,563
B20	EXTERIOR ENCLOSURE			36.13	26,505,681
B30	ROOFING			6.23	4,566,871
				<b>SHELL TOTAL</b>	<b>99.24</b>
					<b>72,799,115</b>
<b>C</b>	<b>INTERIORS</b>				
C10	INTERIOR CONSTRUCTION			3.85	2,826,081
C20	STAIRWAYS			2.94	2,160,000
C30	INTERIOR FINISHES			6.80	4,988,099
				<b>INTERIORS TOTAL</b>	<b>13.60</b>
					<b>9,974,180</b>
<b>D</b>	<b>SERVICES</b>				
D10	CONVEYING SYSTEMS			2.73	2,000,000
D20	PLUMBING SYSTEMS			4.91	3,599,249
D30	HVAC SYSTEMS			23.17	16,997,369
D40	FIRE PROTECTION SYSTEMS			5.25	3,851,106
D50	ELECTRICAL SYSTEMS			28.43	20,855,846
				<b>SERVICES TOTAL</b>	<b>64.49</b>
					<b>47,303,570</b>
<b>E</b>	<b>EQUIPMENT AND FURNISHINGS</b>				
E10	GROUP I EQUIPMENT			-	NONE
E20	FURNISHINGS (GROUP I CASEWORK)			-	NONE
				<b>EQUIPMENT AND FURNISHINGS TOTAL</b>	<b>-</b>
					<b>-</b>
<b>F</b>	<b>SPECIAL CONSTRUCTION/DEMOLITION</b>				
F10	SPECIAL CONSTRUCTION			-	NONE
F20	SELECTIVE DEMOLITION			-	NONE
				<b>SPECIAL CONSTRUCTION/DEMOLITION TOTAL</b>	<b>-</b>
					<b>-</b>
<b>G</b>	<b>SITWORK</b>				
G10	SITE PREPARATION			0.16	114,734
G20	SITE IMPROVEMENTS			-	NONE
G30	SITE CIVIL/MECHANICAL UTILITIES			0.75	550,000
G40	SITE ELECTRICAL UTILITES			0.95	700,000
G90	OTHER SITWORK			0.68	500,000
				<b>SITWORK TOTAL</b>	<b>2.54</b>
					<b>1,864,734</b>
<b>TOTAL SITE &amp; BUILDING</b>		<b>733,544</b>	<b>GSF</b>	<b>200.41</b>	<b>147,012,030</b>

PROJECT:	MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)	LSA JOB NO:	21-079AP3R2		
LOCATION:	MENLO PARK, CA	PREPARED BY:	MP		
CLIENT:	BAY AREA ECONOMICS (BAE)	CHECKED BY:	MP, BSS		
DESCRIPTION:	CONCEPT ESTIMATE - PARCEL 3	ESTIMATE DATE:	3/18/2021		
	BUILDING: CORE & WARM SHELL	TOTAL GSF:	733,544		
		BASEMENT GSF:	229,455		
		BUILDING GSF:	504,089		
<b>CONCEPT ESTIMATE - PARCEL 3</b>					
ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
	<b>PRORATES</b>				
	General Conditions	10.00%			14,701,203
	Design Contingency	25.00%			36,753,007
	Escalation EXCLUDED	0.00%			-
	<b>SUBTOTAL</b>	<b>733,544</b>	<b>GSF</b>	<b>270.56</b>	<b>198,466,240</b>
	Bonds / Insurance	2.50%			4,961,656
	Contractors Fee	4.50%			8,930,981
	<b>TOTAL CONSTRUCTION COSTS</b>	<b>733,544</b>	<b>GSF</b>	<b>289.50</b>	<b>212,358,877</b>

PROJECT:	MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)	LSA JOB NO:	21-079AP3R2		
LOCATION:	MENLO PARK, CA	PREPARED BY:	MP		
CLIENT:	BAY AREA ECONOMICS (BAE)	CHECKED BY:	MP, BSS		
DESCRIPTION:	CONCEPT ESTIMATE - PARCEL 3	ESTIMATE DATE:	3/18/2021		
	BUILDING: CORE & WARM SHELL	TOTAL GSF:	733,544		
		BASEMENT GSF:	229,455		
		BUILDING GSF:	504,089		
<b>CONCEPT ESTIMATE - PARCEL 3</b>					
ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
ESTIMATE DETAIL					
A10	FOUNDATIONS				
A1010	STANDARD FOUNDATIONS				
	ALLOW STANDARD FOUNDATIONS, SPREAD FOOTINGS/PILE CAPS AND GRADE BEAMS AS NEEDED	114,734	SF	20.00	2,294,680
	ELEVATOR PITS	5	EA	25,000.00	125,000
	<b>SUBTOTAL A1010 - STANDARD FOUNDATIONS</b>			3.30	2,419,680
A1020	SPECIAL FOUNDATIONS				
	ALLOWANCE	114,734	SF	25.00	2,868,350
	<b>SUBTOTAL A1020 - SPECIAL FOUNDATIONS</b>			3.91	2,868,350
A1030	SLAB ON GRADE				
	SLAB ON GRADE AT B02	114,734	SF	17.00	1,950,478
	<b>SUBTOTAL A1030 - SLAB ON GRADE</b>			2.66	1,950,478
	<b>SUBTOTAL A10 - FOUNDATIONS</b>		SF	9.87	7,238,508
A20	BASEMENT CONSTRUCTION				
A2010	BASEMENT EXCAVATION				
	EXCAVATION, INCL OFF HAUL	92,777	CY	75.00	6,958,298
	<b>SUBTOTAL A2010 - BASEMENT EXCAVATION</b>			9.49	6,958,298
A2020	BASEMENT WALLS				
	REINFORCED CONCRETE WALLS	39,879	SF	44.67	1,781,262
	WATERPROOFING	39,879	SF	24.00	957,096
	<b>SUBTOTAL A2020 - BASEMENT WALLS</b>			3.73	2,738,358
	<b>SUBTOTAL A20 - BASEMENT CONSTRUCTION</b>		SF	13.22	9,696,656

PROJECT:	<b>MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)</b>	LSA JOB NO:	<b>21-079AP3R2</b>		
LOCATION:	<b>MENLO PARK, CA</b>	PREPARED BY:	<b>MP</b>		
CLIENT:	<b>BAY AREA ECONOMICS (BAE)</b>	CHECKED BY:	<b>MP, BSS</b>		
DESCRIPTION:	<b>CONCEPT ESTIMATE - PARCEL 3</b>	ESTIMATE DATE:	<b>3/18/2021</b>		
	<b>BUILDING: CORE &amp; WARM SHELL</b>	TOTAL GSF:	<b>733,544</b>		
		BASEMENT GSF:	<b>229,455</b>		
		BUILDING GSF:	<b>504,089</b>		
<b>CONCEPT ESTIMATE - PARCEL 3</b>					
ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
<b>B10</b>	<b>SUPERSTRUCTURE</b>				
<b>B1010</b>	<b>FLOOR CONSTRUCTION</b>				
	CONCRETE FRAME, AREA SUPPORTING, COLUMNS, BEAMS, SHEAR WALLS, ALLOW	281,903	SF	65.00	<b>18,323,695</b>
	SUSPENDED CONCRETE FLOOR, B01	114,721	SF	29.63	<b>3,399,141</b>
	SUSPENDED CONCRETE FLOOR, L1	114,721	SF	29.63	<b>3,399,141</b>
	SUSPENDED CONCRETE FLOOR, L2	52,461	SF	29.63	<b>1,554,400</b>
	VEHICLE RAMPS, ALLOW	3,000	SF	75.00	<b>225,000</b>
	STUD FRAMING INTERIOR SUPPORT WALLS	403,271	SF	16.00	<b>6,452,339</b>
	RESIDENTIAL SUSPENDED FLOOR SYSTEM, ALLOW	359,066	SF	14.00	<b>5,026,924</b>
	FLOOR INSULATION, ALLOW	526,248	SF	5.00	<b>2,631,240</b>
	BASEMENT BREAKOUT:	\$21,937,011			
	<b>SUBTOTAL B1010 - FLOOR CONSTRUCTION</b>			<b>55.91</b>	<b>41,011,880</b>
<b>B1020</b>	<b>ROOF CONSTRUCTION</b>				
	STUD FRAMING INTERIOR SUPPORT WALLS	51,049	SF	14.00	<b>714,683</b>
	<b>SUBTOTAL B1020 - ROOF CONSTRUCTION</b>			<b>0.97</b>	<b>714,683</b>
	<b>SUBTOTAL B10 - SUPERSTRUCTURE</b>		<b>SF</b>	<b>56.88</b>	<b>41,726,563</b>
<b>B20</b>	<b>EXTERIOR ENCLOSURE</b>				
<b>B2010</b>	<b>EXTERIOR WALLS</b>				
	CEMENT PLASTER WALLS, INCL FRAMING, SHEATHING, WRAP, INSULATION, GYPBOARD, NO INTERIOR FINISH	94,803	SF	65.00	<b>6,162,221</b>
	ENHANCEMENTS ALLOWANCE (BRICK, SIDING, ETC)	20.00%	%		<b>1,232,444</b>
	PARAPETS	3,781	LF	225.00	<b>850,725</b>
	ROOFTOP EQUIPMENT SCREENS	1,676	LF	280.00	<b>469,280</b>
	<b>SUBTOTAL B2010 - EXTERIOR WALLS</b>			<b>11.88</b>	<b>8,714,670</b>

PROJECT:	<b>MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)</b>	LSA JOB NO:	<b>21-079AP3R2</b>		
LOCATION:	<b>MENLO PARK, CA</b>	PREPARED BY:	<b>MP</b>		
CLIENT:	<b>BAY AREA ECONOMICS (BAE)</b>	CHECKED BY:	<b>MP, BSS</b>		
DESCRIPTION:	<b>CONCEPT ESTIMATE - PARCEL 3</b>	ESTIMATE DATE:	<b>3/18/2021</b>		
	<b>BUILDING: CORE &amp; WARM SHELL</b>	TOTAL GSF:	<b>733,544</b>		
		BASEMENT GSF:	<b>229,455</b>		
		BUILDING GSF:	<b>504,089</b>		
<b>CONCEPT ESTIMATE - PARCEL 3</b>					
ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
B2020	<b>EXTERIOR WINDOWS</b>				
	GLAZING % USED:	60.00%			
	GLAZING, PUNCHED WINDOWS, 80%	113,764	SF	115.00	<b>13,082,869</b>
	GLAZING, STOREFRONT, 20%	28,441	SF	140.00	<b>3,981,743</b>
	<b>SUBTOTAL B2020 - EXTERIOR WINDOWS</b>			<b>23.26</b>	<b>17,064,611</b>
B2030	<b>EXTERIOR DOORS</b>				
	BUILDING ENTRY	20	EA	3,500.00	<b>70,000</b>
	L1 RESIDENTIAL ENTRY	13	EA	2,800.00	<b>36,400</b>
	BALCONY DOORS (RESIDENTIAL), ALLOW	150	EA	2,800.00	<b>420,000</b>
	RETAIL, GLAZED, DOUBLE	50	EA	18,000.00	<b>EXCLUDED</b>
	VEHICULAR ACCESS/LOADING	1	LS	200,000.00	<b>200,000</b>
	<b>SUBTOTAL B2030 - EXTERIOR DOORS</b>			<b>0.99</b>	<b>726,400</b>
	<b>SUBTOTAL B20 - EXTERIOR ENCLOSURE</b>		<b>SF</b>	<b>36.13</b>	<b>26,505,681</b>
B30	<b>ROOFING</b>				
B3010	<b>ROOF COVERINGS</b>				
	ROOF AREAS, SINGLE PLY SYSTEM, INCL INSULATION	63,811	SF	32.00	<b>2,041,952</b>
	RAISED TERRACE WATERPROOFING & INSULATION	62,377	SF	22.00	<b>1,372,294</b>
	RAISED TERRACE PAVING	40,205	SF	25.00	<b>1,005,125</b>
	WALKWAY PADS, ALLOW	1,500	SF	15.00	<b>22,500</b>
	<b>SUBTOTAL B3010 - ROOF COVERINGS</b>			<b>6.06</b>	<b>4,441,871</b>
B3020	<b>ROOF OPENINGS</b>				
	SKYLIGHTS, ALLOW	500	SF	250.00	<b>125,000</b>
	<b>SUBTOTAL B3020 - ROOF OPENINGS</b>			<b>0.17</b>	<b>125,000</b>
	<b>SUBTOTAL B30 - ROOFING</b>		<b>SF</b>	<b>6.23</b>	<b>4,566,871</b>

PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PARCEL 3  
 BUILDING: CORE & WARM SHELL

LSA JOB NO: 21-079AP3R2  
 PREPARED BY: MP  
 CHECKED BY: MP, BSS  
 ESTIMATE DATE: 3/18/2021  
 TOTAL GSF: 733,544  
 BASEMENT GSF: 229,455  
 BUILDING GSF: 504,089

### CONCEPT ESTIMATE - PARCEL 3

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
C10	INTERIOR CONSTRUCTION				
C1010	PARTITIONS  CORE/SHELL INTERIOR WALLS, ALLOW	151,227	SF	18.00	2,722,081
	SUBTOTAL C1010 - PARTITIONS			3.71	2,722,081
C1020	INTERIOR DOORS  CORE/SHELL INTERIOR DOORS, ALLOW	40	EA	2,600.00	104,000
	SUBTOTAL C1020 - INTERIOR DOORS			0.14	104,000
C1030	SPECIALTIES  EXCLUDED: TI BUDGET				
	SUBTOTAL C1030 - SPECIALTIES			-	-
	SUBTOTAL C10 - INTERIOR CONSTRUCTION		SF	3.85	2,826,081
C20	STAIRWAYS				
C2010	STAIR CONSTRUCTION  ALLOW 6 FLIGHTS X 9 LEVELS	54	FLT	40,000.00	2,160,000
	SUBTOTAL C2010 - STAIR CONSTRUCTION			2.94	2,160,000
C2020	STAIR FINISHES  EXCLUDED: TI BUDGET				
	SUBTOTAL C2020 - STAIR FINISHES			-	-
	SUBTOTAL C20 - STAIRWAYS		SF	2.94	2,160,000

PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PARCEL 3  
 BUILDING: CORE & WARM SHELL

LSA JOB NO: 21-079AP3R2  
 PREPARED BY: MP  
 CHECKED BY: MP, BSS  
 ESTIMATE DATE: 3/18/2021  
 TOTAL GSF: 733,544  
 BASEMENT GSF: 229,455  
 BUILDING GSF: 504,089

### CONCEPT ESTIMATE - PARCEL 3

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
C30	INTERIOR FINISHES				
C3010	WALL FINISHES CORE/SHELL AREAS ONLY, ALLOW 20%	293,418	SF	2.00	586,835
	<b>SUBTOTAL C3010 - WALL FINISHES</b>			<b>0.80</b>	<b>586,835</b>
C3020	FLOOR FINISHES CORE/SHELL AREAS ONLY, ALLOW 20%	146,709	SF	12.00	1,760,506
	<b>SUBTOTAL C3020 - FLOOR FINISHES</b>			<b>2.40</b>	<b>1,760,506</b>
C3030	CEILING FINISHES CORE/SHELL AREAS ONLY, ALLOW 20%	146,709	SF	18.00	2,640,758
	<b>SUBTOTAL C3030 - CEILING FINISHES</b>			<b>3.60</b>	<b>2,640,758</b>
	<b>SUBTOTAL C30 - INTERIOR FINISHES</b>		<b>SF</b>	<b>6.80</b>	<b>4,988,099</b>
D10	CONVEYING SYSTEMS				
D1010	ELEVATORS AND LIFTS ELEVATORS, 9 STOP	5	EA	400,000.00	2,000,000
	<b>SUBTOTAL D1010 - ELEVATORS AND LIFTS</b>			<b>2.73</b>	<b>2,000,000</b>
D1020	ESCALATORS AND MOVING WALKS NONE ANTICIPATED				
	<b>SUBTOTAL D1020 - ESCALATORS AND MOVING WALKS</b>			<b>-</b>	<b>-</b>
D1090	OTHER CONVEYING SYSTEMS NONE ANTICIPATED				
	<b>SUBTOTAL D1090 - OTHER CONVEYING SYSTEMS</b>			<b>-</b>	<b>-</b>
	<b>SUBTOTAL D10 - CONVEYING SYSTEMS</b>		<b>SF</b>	<b>2.73</b>	<b>2,000,000</b>



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
LOCATION: MENLO PARK, CA  
CLIENT: BAY AREA ECONOMICS (BAE)  
DESCRIPTION: CONCEPT ESTIMATE - PARCEL 3  
BUILDING: CORE & WARM SHELL

LSA JOB NO: 21-079AP3R2  
PREPARED BY: MP  
CHECKED BY: MP, BSS  
ESTIMATE DATE: 3/18/2021  
TOTAL GSF: 733,544  
BASEMENT GSF: 229,455  
BUILDING GSF: 504,089

### CONCEPT ESTIMATE - PARCEL 3

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
D20	PLUMBING SYSTEMS				
D2010	PLUMBING FIXTURES				
	NON TI FIXTURES ALLOWANCE	1	LS	25,000.00	25,000
	<b>SUBTOTAL D2010 - PLUMBING FIXTURES</b>			<b>0.03</b>	<b>25,000</b>
D2020	DOMESTIC WATER DISTRIBUTION				
	SERVICE PIPING TO CORE POC'S, ALLOW	733,544	GSF	1.25	916,930
	<b>SUBTOTAL D2020 - DOMESTIC WATER DISTRIBUTION</b>			<b>1.25</b>	<b>916,930</b>
D2030	SANITARY WASTE				
	SANITARY PIPING TO CORE POC'S, ALLOW	733,544	GSF	1.55	1,136,993
	<b>SUBTOTAL D2030 - SANITARY WASTE</b>			<b>1.55</b>	<b>1,136,993</b>
D2040	RAIN WATER DRAINAGE				
	RAINWATER DRAINAGE/ PER SF ROOF & TERRACES	104,016	SF	10.00	1,040,160
	LEADERS AND OUTFLOWS	2,120	LF	85.00	180,166
	<b>SUBTOTAL D2040 - RAIN WATER DRAINAGE</b>			<b>1.66</b>	<b>1,220,326</b>
D2090	OTHER PLUMBING SYSTEMS				
	HOT WATER GENERATION	1	LS	300,000.00	300,000
	<b>SUBTOTAL D2090 - OTHER PLUMBING SYSTEMS</b>			<b>0.41</b>	<b>300,000</b>
	<b>SUBTOTAL D20 - PLUMBING SYSTEMS</b>		<b>SF</b>	<b>4.91</b>	<b>3,599,249</b>
D30	HVAC SYSTEMS				
D3010	ENERGY SUPPLY				
	SEE BELOW				
	<b>SUBTOTAL D3010 - ENERGY SUPPLY</b>			<b>-</b>	<b>-</b>

PROJECT:	MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)	LSA JOB NO:	21-079AP3R2		
LOCATION:	MENLO PARK, CA	PREPARED BY:	MP		
CLIENT:	BAY AREA ECONOMICS (BAE)	CHECKED BY:	MP, BSS		
DESCRIPTION:	CONCEPT ESTIMATE - PARCEL 3	ESTIMATE DATE:	3/18/2021		
	BUILDING: CORE & WARM SHELL	TOTAL GSF:	733,544		
		BASEMENT GSF:	229,455		
		BUILDING GSF:	504,089		
<b>CONCEPT ESTIMATE - PARCEL 3</b>					
ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
D3020	<b>HEAT GENERATING SYSTEMS</b>				
	ELECTRIFIED HEATING SYSTEM, ALLOW	504,089	GSF	5.00	2,520,445
	<b>SUBTOTAL D3020 - HEAT GENERATING SYSTEMS</b>			<b>3.44</b>	<b>2,520,445</b>
D3030	<b>COOLING GENERATING SYSTEMS</b>				
	AIR COOLED CHILLER & EQUIPMENT	504,089	GSF	4.00	2,016,356
	<b>SUBTOTAL D3030 - COOLING GENERATING SYSTEMS</b>			<b>2.75</b>	<b>2,016,356</b>
D3040	<b>DISTRIBUTION SYSTEMS</b>				
	WET SIDE DISTRIBUTION	504,089	GSF	4.00	2,016,356
	DUCTWORK (CORE/SHELL ONLY)	504,089	GSF	7.00	3,528,623
	<b>SUBTOTAL D3040 - DISTRIBUTION SYSTEMS</b>			<b>7.56</b>	<b>5,544,979</b>
D3050	<b>TERMINAL AND PACKAGE UNITS</b>				
	AIR HANDLING	504,089	GSF	7.50	3,780,668
	VAV (CORE/SHELL)	504,089	GSF	0.70	352,862
	EXHAUST, ALLOW	504,089	GSF	0.20	100,818
	EXHAUST, ALLOW, BASEMENT	229,455	GSF	1.25	286,819
	<b>SUBTOTAL D3050 - TERMINAL AND PACKAGE UNITS</b>			<b>6.16</b>	<b>4,521,166</b>
D3060	<b>CONTROL &amp; INSTRUMENTATION</b>				
	CORE SHELL DISTRIBUTION CONTROLS	504,089	GSF	1.50	756,134
	<b>SUBTOTAL D3060 - CONTROL &amp; INSTRUMENTATION</b>			<b>1.03</b>	<b>756,134</b>
D3070	<b>SYSTEMS TESTING &amp; BALANCING</b>				
	BALANCE & TEST	504,089	GSF	0.25	126,022
	<b>SUBTOTAL D3070 - SYSTEMS TESTING &amp; BALANCING</b>			<b>0.17</b>	<b>126,022</b>

PROJECT:	<b>MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)</b>	LSA JOB NO:	<b>21-079AP3R2</b>		
LOCATION:	<b>MENLO PARK, CA</b>	PREPARED BY:	<b>MP</b>		
CLIENT:	<b>BAY AREA ECONOMICS (BAE)</b>	CHECKED BY:	<b>MP, BSS</b>		
DESCRIPTION:	<b>CONCEPT ESTIMATE - PARCEL 3</b>	ESTIMATE DATE:	<b>3/18/2021</b>		
	<b>BUILDING: CORE &amp; WARM SHELL</b>	TOTAL GSF:	<b>733,544</b>		
		BASEMENT GSF:	<b>229,455</b>		
		BUILDING GSF:	<b>504,089</b>		
<b>CONCEPT ESTIMATE - PARCEL 3</b>					
ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
D3090	<b>OTHER HVAC SYSTEMS &amp; EQUIPMENT</b>				
	SEISMIC/ISOLATION/HOISTING/RIGGING/CORING & SLEEVING/DOCUMENTATION, SAFETY, TRADE COSTS, ALLOW	504,089	GSF	3.00	1,512,267
	<b>SUBTOTAL D3090 - OTHER HVAC SYSTEMS &amp; EQUIPMENT</b>			2.06	1,512,267
	<b>SUBTOTAL D30 - HVAC SYSTEMS</b>		SF	23.17	16,997,369
D40	<b>FIRE PROTECTION SYSTEMS</b>				
D4010	<b>SPRINKLERS</b>				
	SPRINKLER - ALLOW FULL SYSTEM SERVICE & GRID, FINAL DISTRIBUTION & HEADS IN TI	733,544	GSF	5.25	3,851,106
	<b>SUBTOTAL D4010 - SPRINKLERS</b>			5.25	3,851,106
	<b>SUBTOTAL D40 - FIRE PROTECTION SYSTEMS</b>		SF	5.25	3,851,106
D50	<b>ELECTRICAL SYSTEMS</b>				
D5010	<b>ELECTRICAL SERVICE AND DISTRIBUTION</b>				
	SWITCHBOARD, FEEDERS, TRANSFORMERS, PANELBOARDS, GROUNDING, ETC	733,544	GSF	12.00	8,802,528
	EQUIPMENT CONNECTIONS - ELEVATORS, HVAC, MISC	733,544	GSF	4.50	3,300,948
	USER CONVENIENCE POWER (CORE/SHELL ONLY)	733,544	GSF	2.00	1,467,088
	FIRE ALARM (CORE/SHELL)	733,544	GSF	4.50	3,300,948
	<b>SUBTOTAL D5010 - ELECTRICAL SERVICE AND DISTRIBUTION</b>			23.00	16,871,512
D5020	<b>LIGHTING</b>				
	LIGHT FIXTURES, WIRING, CONTROLS, CORE/SHELL ONLY	733,544	GSF	3.25	2,384,018
	<b>SUBTOTAL D5020 - LIGHTING</b>			3.25	2,384,018

PROJECT:	MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)	LSA JOB NO:	21-079AP3R2		
LOCATION:	MENLO PARK, CA	PREPARED BY:	MP		
CLIENT:	BAY AREA ECONOMICS (BAE)	CHECKED BY:	MP, BSS		
DESCRIPTION:	CONCEPT ESTIMATE - PARCEL 3	ESTIMATE DATE:	3/18/2021		
	BUILDING: CORE & WARM SHELL	TOTAL GSF:	733,544		
		BASEMENT GSF:	229,455		
		BUILDING GSF:	504,089		
<b>CONCEPT ESTIMATE - PARCEL 3</b>					
ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
D5030	COMMUNICATION & SECURITY				
	SERVICE PROVISION, ALLOW	733,544	GSF	1.50	1,100,316
	<b>SUBTOTAL D5030 - COMMUNICATION &amp; SECURITY</b>			<b>1.50</b>	<b>1,100,316</b>
D5090	OTHER ELECTRICAL SERVICES				
	TESTING/SEISMIC BRACING/COORDINATION, DOCUMENTATION	1	LS	500,000.00	500,000
	<b>SUBTOTAL D5090 - OTHER ELECTRICAL SERVICES</b>			<b>0.68</b>	<b>500,000</b>
	<b>SUBTOTAL D50 - ELECTRICAL SYSTEMS</b>		<b>SF</b>	<b>28.43</b>	<b>20,855,846</b>
E10	GROUP I EQUIPMENT				
E1010	COMMERCIAL EQUIPMENT				
	EXCLUDED				
	<b>SUBTOTAL E1010 - COMMERCIAL EQUIPMENT</b>			<b>-</b>	<b>-</b>
	<b>SUBTOTAL E10 - GROUP I EQUIPMENT</b>		<b>SF</b>	<b>-</b>	<b>NONE</b>
E20	FURNISHINGS (GROUP I CASEWORK)				
E2010	FIXED FURNISHINGS				
	EXCLUDED				
	<b>SUBTOTAL E2010 - FIXED FURNISHINGS</b>			<b>-</b>	<b>-</b>
E2020	MOVEABLE FURNISHINGS				
	EXCLUDED				
	<b>SUBTOTAL E2020 - MOVEABLE FURNISHINGS</b>			<b>-</b>	<b>-</b>
	<b>SUBTOTAL E20 - FURNISHINGS (GROUP I CASEWORK)</b>		<b>SF</b>	<b>-</b>	<b>NONE</b>

PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PARCEL 3  
 BUILDING: CORE & WARM SHELL

LSA JOB NO: 21-079AP3R2  
 PREPARED BY: MP  
 CHECKED BY: MP, BSS  
 ESTIMATE DATE: 3/18/2021  
 TOTAL GSF: 733,544  
 BASEMENT GSF: 229,455  
 BUILDING GSF: 504,089

**CONCEPT ESTIMATE - PARCEL 3**

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
F10	SPECIAL CONSTRUCTION				
F1010	SPECIAL STRUCTURES  NONE ANTICIPATED				
	<b>SUBTOTAL F1010 - SPECIAL STRUCTURES</b>			-	-
	<b>SUBTOTAL F10 - SPECIAL CONSTRUCTION</b>		SF	-	NONE
F20	SELECTIVE DEMOLITION				
F2010	BUILDING ELEMENTS DEMOLITION  EXCLUDED				
	<b>SUBTOTAL F2010 - BUILDING ELEMENTS DEMOLITION</b>			-	-
F2020	HAZARDOUS COMPONENTS ABATEMENT  EXCLUDED				
	<b>SUBTOTAL F2020 - HAZARDOUS COMPONENTS ABATEMENT</b>			-	-
	<b>SUBTOTAL F20 - SELECTIVE DEMOLITION</b>		SF	-	NONE
G10	SITE PREPARATION				
G1010	SITE CLEARING  EXCLUDED				
	<b>SUBTOTAL G1010 - SITE CLEARING</b>			-	-
G1020	SITE DEMOLITION AND RELOCATIONS  EXCLUDED				
	<b>SUBTOTAL G1020 - SITE DEMOLITION AND RELOCATIONS</b>			-	-

PROJECT:	MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)	LSA JOB NO:	21-079AP3R2		
LOCATION:	MENLO PARK, CA	PREPARED BY:	MP		
CLIENT:	BAY AREA ECONOMICS (BAE)	CHECKED BY:	MP, BSS		
DESCRIPTION:	CONCEPT ESTIMATE - PARCEL 3	ESTIMATE DATE:	3/18/2021		
	BUILDING: CORE & WARM SHELL	TOTAL GSF:	733,544		
		BASEMENT GSF:	229,455		
		BUILDING GSF:	504,089		
<b>CONCEPT ESTIMATE - PARCEL 3</b>					
ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
G1030	SITE EARTHWORK				
	CUT/FILL, COVERED IN BASEMENT EXC	21,247	CY	65.00	
	ROUGH & FINE GRADING	114,734	SF	1.00	114,734
	<b>SUBTOTAL G1030 - SITE EARTHWORK</b>			0.16	114,734
G1040	HAZARDOUS WASTE REMEDIATION				
	EXCLUDED				
	<b>SUBTOTAL G1040 - HAZARDOUS WASTE REMEDIATION</b>			-	-
	<b>SUBTOTAL G10 - SITE PREPARATION</b>			0.16	114,734
G20	SITE IMPROVEMENTS				
G2010	ROADWAYS				
	EXCLUDED				
	<b>SUBTOTAL G2010 - ROADWAYS</b>			-	-
G2020	PARKING LOTS				
	BASEMENT PARKING:				
	RESIDENTIAL BO2	419	STALLS		EXCL
	COMMERCIAL BO1	220	STALLS		EXCL
	PARKING COSTS CONSIDERED SEPARATELY AS TI				
	<b>SUBTOTAL G2020 - PARKING LOTS</b>			-	-
G2030	PEDESTRIAN PAVING				
	EXCLUDED				
	<b>SUBTOTAL G2030 - PEDESTRIAN PAVING</b>			-	-
G2040	SITE DEVELOPMENT				
	EXCLUDED				
	<b>SUBTOTAL G2040 - SITE DEVELOPMENT</b>			-	-

PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PARCEL 3  
 BUILDING: CORE & WARM SHELL

LSA JOB NO: 21-079AP3R2  
 PREPARED BY: MP  
 CHECKED BY: MP, BSS  
 ESTIMATE DATE: 3/18/2021  
 TOTAL GSF: 733,544  
 BASEMENT GSF: 229,455  
 BUILDING GSF: 504,089

### CONCEPT ESTIMATE - PARCEL 3

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
G2050	LANDSCAPING EXCLUDED				
	<b>SUBTOTAL G2050 - LANDSCAPING</b>			-	-
	<b>SUBTOTAL G20 - SITE IMPROVEMENTS</b>			-	NONE
G30	SITE CIVIL/MECHANICAL UTILITIES				
G3010	WATER SUPPLY WATER AND FIRE WATER, INCLUDING CONNECTIONS AND METERING, ALLOW	1	LS	200,000.00	200,000
	<b>SUBTOTAL G3010 - WATER SUPPLY</b>			0.27	200,000
G3020	SANITARY SEWER SITE RUNS & CONNECTIONS, ALLOW	1	LS	150,000.00	150,000
	<b>SUBTOTAL G3020 - SANITARY SEWER</b>			0.20	150,000
G3030	STORM SEWER SITE RUNS & CONNECTIONS, ALLOW	1	LS	200,000.00	200,000
	<b>SUBTOTAL G3030 - STORM SEWER</b>			0.27	200,000
G3040	HEATING DISTRIBUTION EXCLUDED				
	<b>SUBTOTAL G3040 - HEATING DISTRIBUTION</b>			-	-
G3050	COOLING DISTRIBUTION EXCLUDED				
	<b>SUBTOTAL G3050 - COOLING DISTRIBUTION</b>			-	-
G3060	FUEL DISTRIBUTION EXCLUDED				
	<b>SUBTOTAL G3060 - FUEL DISTRIBUTION</b>			-	-



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PARCEL 3  
 BUILDING: CORE & WARM SHELL

LSA JOB NO: 21-079AP3R2  
 PREPARED BY: MP  
 CHECKED BY: MP, BSS  
 ESTIMATE DATE: 3/18/2021  
 TOTAL GSF: 733,544  
 BASEMENT GSF: 229,455  
 BUILDING GSF: 504,089

### CONCEPT ESTIMATE - PARCEL 3

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
G3070	OTHER SITE MECHANICAL UTILITIES EXCLUDED				
	<b>SUBTOTAL G3070 - OTHER SITE MECHANICAL UTILITIES</b>			-	-
	<b>SUBTOTAL G30 - SITE CIVIL/MECHANICAL UTILITIES</b>			0.75	550,000
G40	SITE ELECTRICAL UTILITES				
G4010	ELECTRICAL DISTRIBUTION TRANSFORMER, DUCT BANK, CONDUCTORS, ALLOW	1	LS	300,000.00	300,000
	<b>SUBTOTAL G4010 - ELECTRICAL DISTRIBUTION</b>			0.41	300,000
G4020	SITE LIGHTING NON TI LIGHTING, EMERGENCY LIGHTING, ALLOW	1	LS	250,000.00	250,000
	<b>SUBTOTAL G4020 - SITE LIGHTING</b>			0.34	250,000
G4030	SITE COMMUNICATIONS & SECURITY INCOMING SERVICES, DUCT BANKS, SECURITY, ALLOW	1	LS	150,000.00	150,000
	<b>SUBTOTAL G4030 - SITE COMMUNICATIONS &amp; SECURITY</b>			0.20	150,000
G4090	OTHER SITE ELECTRICAL UTILITIES EXCLUDED				
	<b>SUBTOTAL G4090 - OTHER SITE ELECTRICAL UTILITIES</b>			-	-
	<b>SUBTOTAL G40 - SITE ELECTRICAL UTILITES</b>			0.95	700,000
G90	OTHER SITEWORK				
G9010	SERVICE AND PEDESTRIAN TUNNELS EXCLUDED				
	<b>SUBTOTAL G9010 - SERVICE AND PEDESTRIAN TUNNELS</b>			-	-

PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - PARCEL 3  
 BUILDING: CORE & WARM SHELL

LSA JOB NO: 21-079AP3R2  
 PREPARED BY: MP  
 CHECKED BY: MP, BSS  
 ESTIMATE DATE: 3/18/2021  
 TOTAL GSF: 733,544  
 BASEMENT GSF: 229,455  
 BUILDING GSF: 504,089

**CONCEPT ESTIMATE - PARCEL 3**

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
G9090	OTHER SITE SYSTEMS  GENERAL REQUIREMENTS, ALLOW	1	LS	500,000.00	500,000
	<b>SUBTOTAL G9090 - OTHER SITE SYSTEMS</b>			0.68	500,000
	<b>SUBTOTAL G90 - OTHER SITEWORK</b>			0.68	500,000



PROJECT: **MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)**  
LOCATION: **MENLO PARK, CA**  
CLIENT: **BAY AREA ECONOMICS (BAE)**  
DESCRIPTION: **CONCEPT ESTIMATE - PARCEL 3**

JOB NUMBER: **21-079AP3R2**  
PREPARED BY: **MP**  
CHECKED BY: **MP, BSS**  
ESTIMATE DATE: **3/18/2021**

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## SECTION V

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# BASEMENT BREAKOUT

LELAND SAYLOR ASSOCIATES

PROJECT:	MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)	JOB NO:	21-079AP3R2
LOCATION:	MENLO PARK, CA	PREPARED BY:	MP
CLIENT:	BAY AREA ECONOMICS (BAE)	CHECKED BY:	MP, BSS
DESCRIPTION:	CONCEPT ESTIMATE - PARCEL 3 BASEMENT BREAKOUT	DATE:	3/18/2021

**BASEMENT BREAKOUT**

DIV #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTALS
<b>SUMMARY OF THE ESTIMATE: \$ROM PRICING</b>					
	BASEMENT BREAKOUT			73.27	\$ 53,748,003
	<b>TOTAL JOB DIRECT COSTS</b>				<b>\$ 53,748,003</b>
	<b>PRORATES</b> General Conditions Design Contingency Escalation EXCLUDED	10.00% 25.00%			
	<b>SUB-TOTAL</b>				<b>\$ 53,748,003</b>
	Bonds / Insurance Contractors Fee	2.50% 4.50%			
	<b>TOTAL PROJECT CONSTRUCTION COSTS</b>				<b>\$ 53,748,003</b>

LELAND SAYLOR ASSOCIATES

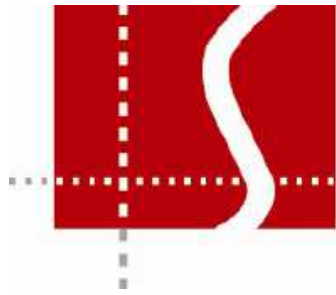
PROJECT:	MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)	JOB NO:	21-079AP3R2
LOCATION:	MENLO PARK, CA	PREPARED BY:	MP
CLIENT:	BAY AREA ECONOMICS (BAE)	CHECKED BY:	MP, BSS
DESCRIPTION:	CONCEPT ESTIMATE - PARCEL 3 BASEMENT BREAKOUT	DATE:	3/18/2021

**BASEMENT BREAKOUT**

DIV #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTALS
<b>ESTIMATE DETAIL</b>					
	<b>BASEMENT BREAKOUT</b>				
A20	BASEMENT CONSTRUCTION				9,696,656
B10	SUPERSTRUCTURE				
	CONCRETE FRAME, AREA SUPPORTING, COLUMNS, BEAMS, SHEAR WALLS, ALLOW	229,442	SF	65.00	14,913,730
	SUSPENDED CONCRETE FLOOR, B01	114,721	SF	29.63	3,399,141
	SUSPENDED CONCRETE FLOOR, L1	114,721	SF	29.63	3,399,141
	VEHICLE RAMPS, ALLOW	3,000	SF	75.00	225,000
ALL	\$/GSF LINE ITEMS				
C30	C3010 WALL FINISHES (20%)			0.80	
C30	C3020 FLOOR FINISHES (20%)			2.40	
C30	C3030 CEILING FINISHES (20%)			3.60	
D20	D2020 SERVICE PIPING			1.25	
D20	D2030 SANITARY PIPING			1.55	
D30	D3050 BASEMENT EXHAUST			1.25	
D40	D4010 FIRE SPRINKLERS			5.25	
D50	D50 ELECTRICAL, ALLOW 50%			14.22	
	TOTAL	229,455	GSF	30.32	6,956,114
G10	G1030 CUT/FILL CREDIT	(21,247)	CY	65.00	(1,381,057)
	<b>PRORATES</b>	<b>44%</b>			<b>16,539,278</b>
<b>TOTAL BASEMENT BREAKOUT</b>				<b>73.27</b>	<b>\$ 53,748,003</b>

**ATTACHMENT #5:**

**MARCH 2022 CONSTRUCTION COST ESTIMATE – WILLOW  
ROAD TUNNEL PHASES 1 & 2**



**Leland Saylor  
Associates**  
A Certified DVBE

**CONCEPT ESTIMATE - WILLOW TUNNEL**

**DRAFT FOR REVIEW**

**MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES  
(FACEBOOK)  
MENLO PARK, CA**

LSA JOB NUMBER:  
**21-079AWTR2**

**March 14, 2022**

PREPARED FOR  
**BAY AREA ECONOMICS (BAE)**  
BY LELAND SAYLOR ASSOCIATES

1777 Oakland Blvd, Ste 103 | Walnut Creek | CA | 94596  
415-291-3200 | 415-291-3201 (f) | [www.lelandsaylor.com](http://www.lelandsaylor.com)





PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)      JOB NUMBER: 21-079AWTR2  
LOCATION: MENLO PARK, CA      PREPARED BY: MP  
CLIENT: BAY AREA ECONOMICS (BAE)      BID DATE:  
DESCRIPTION: CONCEPT ESTIMATE - WILLOW TUNNEL      ESTIMATE DATE: 3/14/2022

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## CONTENTS

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III	COMMUNITY AMENITIES CONCEPT ESTIMATE - WILLOW TUNNEL PH 1 EAST, PH 2 WEST	12



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
LOCATION: MENLO PARK, CA  
CLIENT: BAY AREA ECONOMICS (BAE)  
DESCRIPTION: CONCEPT ESTIMATE - WILLOW TUNNEL

JOB NUMBER: 21-079AWTR2  
PREPARED BY: MP  
CHECKED BY: MP  
ESTIMATE DATE: 3/14/2022

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## SECTION I

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# PREFACE AND NOTES TO THE ESTIMATE



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - WILLOW TUNNEL

JOB NUMBER: 21-079AWTR2  
 PREPARED BY: MP  
 BID DATE:  
 ESTIMATE DATE: 3/14/2022

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## PREFACE AND NOTES TO THE ESTIMATE

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### 1.0 PROJECT SYNOPSIS

#### 1.1 TYPE OF STUDY:

CONCEPT ESTIMATE - WILLOW TUNNEL

#### 1.2 PROJECT DESCRIPTION OF ELEMENTS:

Tunnel connection under Willow Road for tram, pedestrian and bike use

#### 1.3 GENERAL NOTES REGARDING PROJECT / BASIS OF ESTIMATE / EXECUTIVE SUMMARY:

This project is part of a much wider mixed use development. This study is for the proposed Willow Road Tunnel under-pass only and is prepared to allow reasonable cost allocation to specific project elements providing community amenities value, namely the pedestrian/bike access.

#### 1.4 CONTROL QUANTITIES:

THIS SECTION NOT USED - REFER TO ESTIMATE SECTIONS  
 Refer to schedule of quantities provided, used as a guide

### 2.0 DEFINITIONS

#### 2.1 ESTIMATE OF COST:

An Estimate of Cost is prepared from a survey of the quantities of work; items prepared from written or drawn information provided at the "PHASE", working drawing or bid-documents stage of the design. Historical costs, information provided by contractors and suppliers, plus judgmental evaluation by the Estimator are used as appropriate as the basis for pricing. Allowances as appropriate will be included for items of work which are not indicated on the design documents provided that the Estimator is made aware of them, or which, in the judgment of the Estimator, are required for completion of the work. We cannot, however, be responsible for items or work of an unusual nature of which we have not been informed.

#### 2.2 BID:

An offer to enter a contract to perform work for a fixed sum, to be completed within a limited period of time.



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - WILLOW TUNNEL

JOB NUMBER: 21-079AWTR2  
 PREPARED BY: MP  
 BID DATE:  
 ESTIMATE DATE: 3/14/2022

## PREFACE AND NOTES TO THE ESTIMATE

### 3.0 BIDS & CONTRACTS

#### 3.1 MARKET CONDITIONS:

In the current market conditions for construction, our experience shows the following results on competitive bids, as a differential from company final estimates:

Number of Bids	Percentage Differential
1 .....	+25 to 100%
2 - 3 .....	+10 to 25%
4 - 5 .....	0 to +10%
6 - 7 .....	0 to -10%
8 or more .....	-10 to -20%

Accordingly, it is extremely important to ensure that a minimum of 4 to 5 valid bids are received. Since we have no control over the bid process, there is no guarantee that proposals, bids or construction cost will not vary from our opinions or our estimates. Please see Competitive Bidding Statement in the estimate detail section for more information.

### 4.0 ESTIMATE DOCUMENTS

4.1 This Estimate has been compiled from the following documents and information supplied:

**DRAWINGS:**

WSP Memo and included eight conceptual drawings, dated 01/05/2022

**SPECIFICATIONS / PROJECT MANUAL:**

None

**COSTS PROVIDED BY OTHERS:**

None

4.2 The user is cautioned that significant changes in the scope of the project, or alterations to the project documents after completion of the estimate level or job type can cause major cost changes.



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - WILLOW TUNNEL

JOB NUMBER: 21-079AWTR2  
 PREPARED BY: MP  
 BID DATE:  
 ESTIMATE DATE: 3/14/2022

## PREFACE AND NOTES TO THE ESTIMATE

5.0 GROSS SQUARE FEET

	GSF	
CONCEPT ESTIMATE - WILLOW TUNNEL	24,780	INCLUDES NORTH RAMP

6.0 WAGE RATES

6.1 MARKET WAGE RATES:

This Estimate is based on prevailing wage-rates and conditions currently applicable in Menlo Park, CA

7.0 PRORATE ADDITIONS TO THE ESTIMATE

7.1 GENERAL CONDITIONS / GENERAL REQUIREMENTS: 10.00%

An allowance based on 10% of the construction costs subtotal has been included for Contractor's General Conditions and General Requirements.

7.2 DESIGN CONTINGENCY: 25.00%

An allowance based on 25% of the construction costs subtotal has been included for Design Contingency.

NOTE: This allowance is intended to provide a Design Contingency sum only; for use during the design process. It is not intended to provide for a Construction Contingency sum.



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - WILLOW TUNNEL

JOB NUMBER: 21-079AWTR2  
 PREPARED BY: MP  
 BID DATE:  
 ESTIMATE DATE: 3/14/2022

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## PREFACE AND NOTES TO THE ESTIMATE

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### 7.3 ESCALATION: EXCLUDED 0.00%

An allowance of 0% has been included in this estimate for construction material & labor cost escalation up to the anticipated mid-point of construction, based on the following assumptions:

NONE ALLOWED	
Construction start date:	
Construction period:	
Mid-point of construction:	
Annual escalation rate:	
Allowance for escalation:	0.00%

No allowance has been made for Code Escalation or Technological Escalation.

### 7.4 REMOTE SITE FACTOR: 0.00%

No costs relating to project Remote Site are included in the price.

### 7.5 PHASING ALLOWANCE: 0.00%

No costs relating to Phasing is included in the price.

### 7.6 BONDS AND INSURANCE: 2.50%

An allowance of 2.5% of the construction cost subtotal is included to provide for the cost of Payment and Performance Bonds, if required.

### 7.7 CONTRACTOR'S FEE: 5.50%

An allowance based on 5.5% of the construction cost subtotal is included for the Contractor's office Overhead and Profit. Office overhead of the contractor is always included with the fee.

All field overhead of the contractor is included in the General Conditions section of the estimate.



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
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JOB NUMBER: 21-079AWTR2  
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## PREFACE AND NOTES TO THE ESTIMATE

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### 8.0 **SPECIAL NOTES PERTAINING TO THIS ESTIMATE**

#### 8.1 **SPECIFIC INCLUSIONS:**

The following items are specifically included in this estimate:  
Refer Detailed estimates

#### 8.2 **SPECIFIC EXCLUSIONS:**

The following items are specifically excluded from this estimate:  
Design & soft Costs  
Program/Construction Management  
Owner Soft Costs  
Legal Fees  
Special Inspections  
Escalation - All costs are current \$  
Demolition/Site acquisition & Prep, except where itemized





PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
LOCATION: MENLO PARK, CA  
CLIENT: BAY AREA ECONOMICS (BAE)  
DESCRIPTION: CONCEPT ESTIMATE - WILLOW TUNNEL

JOB NUMBER: 21-079AWTR2  
PREPARED BY: MP  
CHECKED BY: MP  
ESTIMATE DATE: 3/14/2022

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## SECTION II

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# SUMMARY OF THE ESTIMATE

PROJECT:	<b>MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)</b>	LSA JOB NO:	<b>21-079AWTR2</b>
LOCATION:	<b>MENLO PARK, CA</b>	PREPARED BY:	<b>MP</b>
CLIENT:	<b>BAY AREA ECONOMICS (BAE)</b>	CHECKED BY:	<b>MP</b>
DESCRIPTION:	<b>CONCEPT ESTIMATE - WILLOW TUNNEL</b>	DATE:	<b>3/14/2022</b>
	<b>SUMMARY OF THE ESTIMATE: \$ROM</b>	SITE AREA:	<b>24,780</b>

**CONCEPT ESTIMATE - WILLOW TUNNEL**

DIV #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTALS
<b>SUMMARY OF THE ESTIMATE</b>					
PHASE 1	EAST HALF TUNNEL - DRAWING TC2-2				\$ 22,945,047
PHASE 2	WEST HALF TUNNEL+NORTH RAMP - DRAWINGS TC2-3				\$ 39,357,526
	<b>TOTAL CONSTRUCTION COST, ENTIRE SCOPE</b>				<b>\$ 62,302,573</b>
	<b>ALLOCATE PROPORTIONAL SHARE FOR BIKE/PEDESTRIAN BENEFIT, 15 LF WIDTH OUT OF TOTAL 42'</b>	0.357142857		62,302,573	\$ 22,250,919
	<b>AMENITY VALUE:</b>				<b>\$ 22,250,919</b>
		PER SF AMENITY:		2,514.23	
	<b>PRORATES ARE INCLUDED IN ABOVE FIGURES</b>				
	General Conditions	10.00%			
	Design Contingency	25.00%			
	Escalation EXCLUDED				
	Bonds / Insurance	2.50%			
	Contractors Fee	5.50%			

PROJECT:	<b>MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)</b>	LSA JOB NO:	<b>21-079AWTR2</b>
LOCATION:	<b>MENLO PARK, CA</b>	PREPARED BY:	<b>MP</b>
CLIENT:	<b>BAY AREA ECONOMICS (BAE)</b>	CHECKED BY:	<b>MP</b>
DESCRIPTION:	<b>CONCEPT ESTIMATE - WILLOW TUNNEL</b>	DATE:	<b>3/14/2022</b>
	<b>SUMMARY OF THE ESTIMATE: \$ROM</b>	SITE AREA:	<b>24,780</b>

### CONCEPT ESTIMATE - WILLOW TUNNEL

DIV #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTALS
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### Competitive Bidding

The prices in this Estimate are based on Competitive Bidding. Competitive Bidding is receiving responsive bids from at least five (5) or more General Contractors and three (3) or more responsive bids from Major Subcontractors or Trades.

Without Competitive Bidding, Contractor bids can and have ranged from 25%-to 100% over the prices in this Estimate, depending on the size of the job.

We urge you to notify your client of the existing bidding climate, and work with them to ensure that the project is adequately publicized so that they can get the minimum number of bids for competitive bidding. Please contact us if you need ideas about how to publicize your project.



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
LOCATION: MENLO PARK, CA  
CLIENT: BAY AREA ECONOMICS (BAE)  
DESCRIPTION: CONCEPT ESTIMATE - WILLOW TUNNEL

JOB NUMBER: 21-079AWTR2  
PREPARED BY: MP  
CHECKED BY: MP  
ESTIMATE DATE: 3/14/2022

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## SECTION III

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# COMMUNITY AMENITIES

## CONCEPT ESTIMATE - WILLOW TUNNEL

PROJECT:	MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)	LSA JOB NO:	21-079AWTR2	
LOCATION:	MENLO PARK, CA	PREPARED BY:	MP	
CLIENT:	BAY AREA ECONOMICS (BAE)	CHECKED BY:	MP	
DESCRIPTION:	CONCEPT ESTIMATE - WILLOW TUNNEL	ESTIMATE DATE:	3/14/2022	
	CIVIL AND STRUCTURAL ONLY, FULL TUNNEL, NO FINISH	GSF:	4,830	
	EAST HALF TUNNEL - DRAWING TC2-2			
CONCEPT ESTIMATE				
ITEM #	DESCRIPTION	QUANTITY	UNIT COST	TOTAL
PHASE 1	EAST HALF TUNNEL - DRAWING TC2-2			
A	SHIFT WILLOW ROAD TO THE WEST		491.34	2,373,150
B	ACCOMMODATE UTILITIES		7.76	37,500
C	INSTALL SHORING		655.58	3,166,455
D	UNDERPIN JPB TRACK		87.34	421,875
E	EXCAVATE TUNNEL & INSTALL SD SIPHON		367.89	1,776,893
F	CONSTRUCT TUNNEL & REPLACE ROAD		655.07	3,163,971
X	GENERAL ITEMS		993.27	4,797,500
	<b>TOTAL DIRECT</b>	<b>4,830</b>	<b>3,258.25</b>	<b>15,737,343</b>
	<b>PRORATES</b>			
	General Conditions	10.00%		1,573,734
	Design Contingency	25.00%		3,934,336
	Escalation EXCLUDED	0.00%		-
	<b>SUBTOTAL</b>	<b>4,830</b>	<b>4,398.64</b>	<b>21,245,414</b>
	Bonds / Insurance	2.50%		531,135
	Contractors Fee	5.50%		1,168,498
	<b>TOTAL CONSTRUCTION COSTS</b>	<b>4,830</b>	<b>4,750.53</b>	<b>22,945,047</b>

PROJECT:	<b>MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)</b>	LSA JOB NO:	<b>21-079AWTR2</b>
LOCATION:	<b>MENLO PARK, CA</b>	PREPARED BY:	<b>MP</b>
CLIENT:	<b>BAY AREA ECONOMICS (BAE)</b>	CHECKED BY:	<b>MP</b>
DESCRIPTION:	<b>CONCEPT ESTIMATE - WILLOW TUNNEL</b>	ESTIMATE DATE:	<b>3/14/2022</b>
	<b>CIVIL AND STRUCTURAL ONLY, FULL TUNNEL, NO FINISH</b>	GSF:	<b>4,830</b>
	<b>EAST HALF TUNNEL - DRAWING TC2-2</b>		

### CONCEPT ESTIMATE

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
<b>ESTIMATE DETAIL</b>					
<b>A</b>	<b>SHIFT WILLOW ROAD TO THE WEST</b>				
	CLEAR AND GRUB ALLOWANCE	67,000	SF	3.00	201,000
	LIFT AND SET ASIDE RAILROAD TRACKS, REINSTALL WITHIN TEMPORARY ROAD PAVEMENT	1	LS	100,000.00	100,000
	DEMO JPB CORRIDOR FENCING	300	LF	25.00	7,500
	DEMOLISH AND ROUGH GRADE NEW ROUTE	50,250	SF	5.00	251,250
	NEW ROAD PAVEMENT, AC WITH AGGREGATE BASE	24,000	SF	14.00	336,000
	CURBS/GUTTERS	3,840	LF	60.00	230,400
	NEW TEMP. SIDEWALKS (BIKE/PED)	5,000	SF	10.00	50,000
	RELOCATE LIGHT POLE	1	EA	25,000.00	25,000
	UTILITIES ADJUST ALLOWANCE	1	LS	100,000.00	100,000
	SIGNAGE	1	LS	25,000.00	25,000
	STRIPING	24,000	SF	1.75	42,000
	DEMO AND RESTORE AT COMPLETION, INCL NON CALTRANS PROPERTY DISTURBED	67,000	SF	15.00	1,005,000
	<b>SUBTOTAL A - SHIFT WILLOW ROAD TO THE WEST</b>			<b>491.34</b>	<b>2,373,150</b>
<b>B</b>	<b>ACCOMMODATE UTILITIES</b>				
	<b>NOTE: MOST UTILITIES IMPACTS AT TUNNEL ARE IN PH 2</b>				
	PROTECT IN PLACE OR TEMPORARILY RE-ROUTE AND LATER REINSTORE (E.) GAS LINE STORM WATER DRAIN - SEE ITEM E BELOW	100	LF	375.00	37,500
	<b>SUBTOTAL B - ACCOMMODATE UTILITIES</b>			<b>7.76</b>	<b>37,500</b>
<b>C</b>	<b>INSTALL SHORING</b>				
	SECANT PILE SHORING, APPROX 342 LF ON PLAN:				
	MOBILIZATION	1	LS	150,000.00	150,000
	GUIDE WALLS	342	LF	300.00	102,600
	DRILLED PILES, CONCRETE, STEEL CASE (TEMP), 36" DIA, 3" OVERLAP, TYPICALLY 40' DEEP	128	EA	20,000.00	2,567,273
	REINFORCING STEEL (MALE PIERS)	154,036	LB	2.25	346,582
	<b>SUBTOTAL C - INSTALL SHORING</b>			<b>655.58</b>	<b>3,166,455</b>

PROJECT:	<b>MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)</b>	LSA JOB NO:	<b>21-079AWTR2</b>
LOCATION:	<b>MENLO PARK, CA</b>	PREPARED BY:	<b>MP</b>
CLIENT:	<b>BAY AREA ECONOMICS (BAE)</b>	CHECKED BY:	<b>MP</b>
DESCRIPTION:	<b>CONCEPT ESTIMATE - WILLOW TUNNEL</b>	ESTIMATE DATE:	<b>3/14/2022</b>
	<b>CIVIL AND STRUCTURAL ONLY, FULL TUNNEL, NO FINISH</b>	GSF:	<b>4,830</b>
	<b>EAST HALF TUNNEL - DRAWING TC2-2</b>		

### CONCEPT ESTIMATE

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
<b>D</b>	<b>UNDERPIN JPB TRACK</b>				
	UNDERPIN SUPPORT STRUCTURE DURING THE WORKS, WITH FOUNDATIONS, STEEL POSTS AND BRACES AS NEEDED, APPROX 75 LF OF SINGLE TRACK, ALLOW	1,125	SF	300.00	<b>337,500</b>
	REMOVE AND FULLY RESTORE AFTER, ALLOW	1,125	SF	75.00	<b>84,375</b>
<b>SUBTOTAL D - UNDERPIN JPB TRACK</b>				<b>87.34</b>	<b>421,875</b>
<b>E</b>	<b>EXCAVATE TUNNEL &amp; INSTALL SD SIPHON</b>				
	DEMO (E.) BUILDING 49				<b>EXCLUDED</b>
	EXCAVATE TEMPORARY SOUTH RAMP TO ACCESS TUNNEL ZONE, INCL OFFHAUL	2,083	CY	100.00	<b>208,333</b>
	EXCAVATE FOR TUNNEL BOX, TO 25 FT, INCL OFFHAUL	4,806	CY	100.00	<b>480,556</b>
	INSTALL BRACING (ONE LEVEL), ALLOW	106,260	LB	6.00	<b>637,560</b>
	DEWATERING, ALLOW (NEED TO DETERMINE OUTFALL/FEEES IF APPLY)	1	LS	150,000.00	<b>150,000</b>
	EXCAVATE TRENCH FOR STORM DRAIN CULVERT SIPHON, APPROX. 80 LF X 15 LF, 8' DEEP	356	CY	80.00	<b>28,444</b>
	INSTALL TEMPORARY STORM DRAIN BYPASS, INCLUDING PUMP AND HOSE	1	LS	75,000.00	<b>75,000</b>
	DEMOLISH AND REMOVE (E.) 78" DIA STORM DRAIN	80	LF	150.00	<b>12,000</b>
	CONSTRUCT SIPHON CHAMBER BOTH ENDS AND CONNECT TO (E.) SD	2	EA	65,000.00	<b>130,000</b>
INSTALL PRECAST CONCRETE MANHOLE/CLEANOUT AT EACH END, APPROX 18' DEEP	2	EA	20,000.00	<b>40,000</b>	
CURBS AND COVERS (INSTALLED WITHIN FINISHED ROAD PAVEMENT)	2	EA	7,500.00	<b>15,000</b>	
<b>SUBTOTAL E - EXCAVATE TUNNEL &amp; INSTALL SD SIPHON</b>				<b>367.89</b>	<b>1,776,893</b>



PROJECT:	<b>MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)</b>	LSA JOB NO:	<b>21-079AWTR2</b>
LOCATION:	<b>MENLO PARK, CA</b>	PREPARED BY:	<b>MP</b>
CLIENT:	<b>BAY AREA ECONOMICS (BAE)</b>	CHECKED BY:	<b>MP</b>
DESCRIPTION:	<b>CONCEPT ESTIMATE - WILLOW TUNNEL</b>	ESTIMATE DATE:	<b>3/14/2022</b>
	<b>CIVIL AND STRUCTURAL ONLY, FULL TUNNEL, NO FINISH</b>	GSF:	<b>4,830</b>
	<b>EAST HALF TUNNEL - DRAWING TC2-2</b>		

### CONCEPT ESTIMATE

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
<b>F</b>	<b>CONSTRUCT TUNNEL &amp; REPLACE ROAD</b>				
	CONSTRUCT DUAL SIPHON CULVERTS, 4'X5'	80	LF	550.00	<b>44,000</b>
	TUNNEL BOX BASE SLAB, REINFORCED CONCRETE, 3' THICK	4,830	SF	150.00	<b>724,500</b>
	TUNNEL BOX WALLS, REINFORCED CONCRETE, 2' THICK, ASSUME POUR AGAINST SECANT PILE SHORING, ONE FACE FORMWORK, WITH FORM LINER	2,760	SF	150.00	<b>414,000</b>
	TUNNEL BOX LID, REINFORCED CONCRETE, 3' THICK, FORMED HIGH SUPPORT, POURED IN SECTIONS	4,830	SF	225.00	<b>1,086,750</b>
	WATERPROOFING ENTIRE BOX	12,420	SF	30.00	<b>372,600</b>
	BACKFILL, IMPORTED FILL, AT CULVERTS AND MANHOLES, ALLOW	172	CY	100.00	<b>17,222</b>
	LIGHTING ALLOWANCE, INCL CONDUIT & CABLING, CONTROLS, TO UTILITY BOX WITH POC	4,370	SF	45.00	<b>196,650</b>
	CUT BACK AND REMOVE TOP 5' OF SECANT SHORING, INCL GUIDE WALLS	342	LF	166.67	<b>57,000</b>
	BACKFILL ON TOP OF TUNNEL LID, APPROX 6' THICK, IMPORTED FILL	1,073	CY	100.00	<b>107,333</b>
	NEW ROAD PAVEMENT, AC WITH AGGREGATE BASE ON TUNNEL LID (REINSTORE PAVEMENT WHERE TEMPORARY ROADWAY DEMOLISHED, SEE ITEM A ABOVE)	2,415	SF	18.00	<b>43,470</b>
	CURBS/GUTTERS	320	LF	60.00	<b>19,200</b>
	NEW SIDEWALKS	160	SF	25.00	<b>4,000</b>
	RELOCATE LIGHT POLE	1	EA	25,000.00	<b>25,000</b>
	SIGNAGE	1	LS	15,000.00	<b>15,000</b>
	STRIPING	2,415	SF	3.00	<b>7,245</b>
	TRANSITIONS TO (E.) RETAINED ROADWAY	2	EA	15,000.00	<b>30,000</b>
	<b>SUBTOTAL F - CONSTRUCT TUNNEL &amp; REPLACE ROAD</b>			<b>655.07</b>	<b>3,163,971</b>
<b>X</b>	<b>GENERAL ITEMS</b>				
	<b>OTHER SITE SYSTEMS</b>				
	GENERAL REQUIREMENTS, INCL TRAFFIC CONTROL, SAFETY, CONTINUAL CLEANING, ALLOW	1	LS	2,500,000.00	<b>2,500,000</b>
	SITE BOUNDARY FENCING	1,300	LF	75.00	<b>97,500</b>
	NEW/TEMPORARY SIGNAGE, ALLOW	1	LS	100,000.00	<b>100,000</b>
	SWPP, ALLOW	1	LS	100,000.00	<b>100,000</b>
	MISCELLANEOUS WORKS, ALLOW	1	LS	2,000,000.00	<b>2,000,000</b>
	<b>SUBTOTAL X - GENERAL ITEMS</b>			<b>993.27</b>	<b>4,797,500</b>

PROJECT:	<b>MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)</b>	LSA JOB NO:	<b>21-079AWTR2</b>
LOCATION:	<b>MENLO PARK, CA</b>	PREPARED BY:	<b>MP</b>
CLIENT:	<b>BAY AREA ECONOMICS (BAE)</b>	CHECKED BY:	<b>MP</b>
DESCRIPTION:	<b>CONCEPT ESTIMATE - WILLOW TUNNEL</b>	ESTIMATE DATE:	<b>3/14/2022</b>
	<b>CIVIL AND STRUCTURAL ONLY, FULL TUNNEL, NO FINISH</b>	GSF:	<b>19,950</b>
	<b>WEST HALF TUNNEL+NORTH RAMP - DRAWINGS TC2-3</b>		

### CONCEPT ESTIMATE

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
<b>PHASE 2</b>	<b>WEST HALF TUNNEL+NORTH RAMP - DRAWINGS TC2-3</b>				
<b>A</b>	SHIFT WILLOW ROAD TO THE EAST			103.11	2,057,074
<b>B</b>	ACCOMMODATE UTILITIES: WEST TUNNEL			75.19	1,500,000
<b>D</b>	INSTALL SHORING			184.98	3,690,273
<b>E</b>	DEMOLISH SHORING WEST END OF EAST TUNNEL			2.49	49,583
<b>F</b>	EXCAVATE TUNNEL			92.77	1,850,756
<b>G</b>	CONSTRUCT TUNNEL & REPLACE ROAD			233.33	4,654,875
<b>H</b>	ACCOMMODATE UTILITIES - NORTH RAMP			75.19	1,500,000
<b>I</b>	EXCAVATE AND CONSTRUCT NORTH RAMP			165.93	3,310,378
<b>X</b>	GENERAL ITEMS			420.11	8,381,250
	<b>TOTAL DIRECT</b>	<b>19,950</b>		<b>1,353.09</b>	<b>26,994,188</b>
	<b>PRORATES</b>				
	General Conditions	10.00%			2,699,419
	Design Contingency	25.00%			6,748,547
	Escalation EXCLUDED	0.00%			-
	<b>SUBTOTAL</b>	<b>19,950</b>		<b>1,826.67</b>	<b>36,442,154</b>
	Bonds / Insurance	2.50%			911,054
	Contractors Fee	5.50%			2,004,318
	<b>TOTAL CONSTRUCTION COSTS</b>	<b>19,950</b>		<b>1,972.81</b>	<b>39,357,526</b>

PROJECT:	<b>MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)</b>	LSA JOB NO:	<b>21-079AWTR2</b>
LOCATION:	<b>MENLO PARK, CA</b>	PREPARED BY:	<b>MP</b>
CLIENT:	<b>BAY AREA ECONOMICS (BAE)</b>	CHECKED BY:	<b>MP</b>
DESCRIPTION:	<b>CONCEPT ESTIMATE - WILLOW TUNNEL</b>	ESTIMATE DATE:	<b>3/14/2022</b>
	<b>CIVIL AND STRUCTURAL ONLY, FULL TUNNEL, NO FINISH</b>	GSF:	<b>19,950</b>
	<b>WEST HALF TUNNEL+NORTH RAMP - DRAWINGS TC2-3</b>		

### CONCEPT ESTIMATE

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
<b>ESTIMATE DETAIL</b>					
<b>A</b>	<b>SHIFT WILLOW ROAD TO THE EAST</b>				
	CLEAR AND GRUB ALLOWANCE	60,000	SF	3.00	<b>180,000</b>
	LIFT AND SET ASIDE RAILROAD TRACKS, REINSTALL WITHIN TEMPORARY ROAD PAVEMENT	1	LS	100,000.00	<b>100,000</b>
	DEMOLISH AND ROUGH GRADE NEW ROUTE	45,000	SF	5.00	<b>225,000</b>
	NEW ROAD PAVEMENT, AC WITH AGGREGATE BASE	18,425	SF	14.00	<b>257,950</b>
	CURBS/GUTTERS	2,948	LF	60.00	<b>176,880</b>
	NEW TEMP. SIDEWALKS (BIKE/PED)	3,500	SF	10.00	<b>35,000</b>
	RELOCATE LIGHT POLE	1	EA	25,000.00	<b>25,000</b>
	UTILITIES ADJUST ALLOWANCE	1	LS	100,000.00	<b>100,000</b>
	SIGNAGE	1	LS	25,000.00	<b>25,000</b>
	STRIPING	18,425	SF	1.75	<b>32,244</b>
	DEMO AND RESTORE AT COMPLETION, INCL NON CALTRANS PROPERTY DISTURBED	60,000	SF	15.00	<b>900,000</b>
<b>SUBTOTAL A - SHIFT WILLOW ROAD TO THE EAST</b>				<b>103.11</b>	<b>2,057,074</b>
<b>B</b>	<b>ACCOMMODATE UTILITIES: WEST TUNNEL</b>				
	<b>NOTE: MOST UTILITIES IMPACTS AT TUNNEL ARE IN PH 2</b>				
	PROTECT IN PLACE OR TEMPORARILY RE-ROUTE AND LATER REINSTORE (E.) GAS LINE	100	LF		<b>IN PHASE 1</b>
	MAIN DEEP 78" STORM WATER DRAIN				<b>IN PHASE 1</b>
	ALL OTHER UTILITY RELOCATIONS/PROTECT IN PLACE, INCLUDING GAS, JOINT TRENCH, SANITARY SEWER, SANITARY SEWER FORCE MAIN, STORM DRAIN, TLECOM, WATER, FIRE WATER. NO SIZES PROVIDED, EXTENSIVE SCOPE, ALLOW	1	LS	1,500,000.00	<b>1,500,000</b>
<b>SUBTOTAL B - ACCOMMODATE UTILITIES: WEST TUNNEL</b>				<b>75.19</b>	<b>1,500,000</b>
<b>C</b>	<b>SHIFT FACEBOOK WAY TO THE NORTH</b>				
	CLEAR AND GRUB ALLOWANCE	13,600	SF	3.00	<b>40,800</b>
	DEMOLISH AND ROUGH GRADE NEW ROUTE	10,200	SF	5.00	<b>51,000</b>
	NEW ROAD PAVEMENT, AC WITH AGGREGATE BASE	7,500	SF	14.00	<b>105,000</b>
	CURBS/GUTTERS	1,200	LF	60.00	<b>72,000</b>
	UTILITIES ADJUST ALLOWANCE	1	LS	35,000.00	<b>35,000</b>
	SIGNAGE	1	LS	15,000.00	<b>15,000</b>
	STRIPING	7,500	SF	1.75	<b>13,125</b>
	DEMO AND RESTORE AT COMPLETION	13,600	SF	15.00	<b>204,000</b>
<b>SUBTOTAL C - SHIFT FACEBOOK WAY TO THE NORTH</b>				<b>26.86</b>	<b>535,925</b>

PROJECT:	<b>MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)</b>	LSA JOB NO:	<b>21-079AWTR2</b>
LOCATION:	<b>MENLO PARK, CA</b>	PREPARED BY:	<b>MP</b>
CLIENT:	<b>BAY AREA ECONOMICS (BAE)</b>	CHECKED BY:	<b>MP</b>
DESCRIPTION:	<b>CONCEPT ESTIMATE - WILLOW TUNNEL</b>	ESTIMATE DATE:	<b>3/14/2022</b>
	<b>CIVIL AND STRUCTURAL ONLY, FULL TUNNEL, NO FINISH</b>	GSF:	<b>19,950</b>
	<b>WEST HALF TUNNEL+NORTH RAMP - DRAWINGS TC2-3</b>		

### CONCEPT ESTIMATE

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
<b>D</b>	<b>INSTALL SHORING</b>				
	SECANT PILE SHORING, APPROX 412 LF ON PLAN:				
	RELOCATE MOBILIZATION	1	LS	75,000.00	<b>75,000</b>
	GUIDE WALLS	412	LF	300.00	<b>123,600</b>
	DRILLED PILES, CONCRETE, STEEL CASE (TEMP), 36" DIA, 3" OVERLAP, TYPICALLY 40' DEEP	154	EA	20,000.00	<b>3,076,364</b>
	REINFORCING STEEL (MALE PIERS)	184,582	LB	2.25	<b>415,309</b>
	<b>SUBTOTAL D - INSTALL SHORING</b>			<b>184.98</b>	<b>3,690,273</b>
<b>E</b>	<b>DEMOLISH SHORING WEST END OF EAST TUNNEL</b>				
	DEMOLISH AND REMOVE SECANT PILE SHORING INSTALLED IN PHASE 1 (CROSS WALL ONLY)	117	CY	425.00	<b>49,583</b>
	<b>SUBTOTAL E - DEMOLISH SHORING WEST END OF EAST TUNNEL</b>			<b>2.49</b>	<b>49,583</b>
<b>F</b>	<b>EXCAVATE TUNNEL</b>				
	EXCAVATE FOR TUNNEL BOX, TO 25 FT, INCL OFFHAUL	6,806	CY	100.00	<b>680,556</b>
	INSTALL BRACING (ONE LEVEL), ALLOW	161,700	LB	6.00	<b>970,200</b>
	DEWATERING, ALLOW (NEED TO DETERMINE OUTFALL/FEE'S IF APPLY)	1	LS	200,000.00	<b>200,000</b>
	<b>SUBTOTAL F - EXCAVATE TUNNEL</b>			<b>92.77</b>	<b>1,850,756</b>
<b>G</b>	<b>CONSTRUCT TUNNEL &amp; REPLACE ROAD</b>				
	TUNNEL BOX BASE SLAB, REINFORCED CONCRETE, 3' THICK	7,350	SF	150.00	<b>1,102,500</b>
	TUNNEL BOX WALLS, REINFORCED CONCRETE, 2' THICK, ASSUME POUR AGAINST SECANT PILE SHORING, ONE FACE FORMWORK, WITH FORM LINER	4,200	SF	150.00	<b>630,000</b>
	TUNNEL BOX LID, REINFORCED CONCRETE, 3' THICK, FORMED HIGH SUPPORT, POURED IN SECTIONS	7,350	SF	225.00	<b>1,653,750</b>
	WATERPROOFING ENTIRE BOX	18,900	SF	30.00	<b>567,000</b>
	LIGHTING ALLOWANCE, INCL CONDUIT & CABLING, CONTROLS, TO UTILITY BOX WITH POC	6,650	SF	45.00	<b>299,250</b>
	CUT BACK AND REMOVE TOP 5' OF SECANT SHORING, INCL GUIDE WALLS	412	LF	166.67	<b>68,667</b>

PROJECT:	<b>MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)</b>	LSA JOB NO:	<b>21-079AWTR2</b>
LOCATION:	<b>MENLO PARK, CA</b>	PREPARED BY:	<b>MP</b>
CLIENT:	<b>BAY AREA ECONOMICS (BAE)</b>	CHECKED BY:	<b>MP</b>
DESCRIPTION:	<b>CONCEPT ESTIMATE - WILLOW TUNNEL</b>	ESTIMATE DATE:	<b>3/14/2022</b>
	<b>CIVIL AND STRUCTURAL ONLY, FULL TUNNEL, NO FINISH</b>	GSF:	<b>19,950</b>
	<b>WEST HALF TUNNEL+NORTH RAMP - DRAWINGS TC2-3</b>		

### CONCEPT ESTIMATE

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
	BACKFILL ON TOP OF TUNNEL LID, APPROX 6' THICK, IMPORTED FILL	1,633	CY	100.00	163,333
	NEW ROAD PAVEMENT, AC WITH AGGREGATE BASE ON TUNNEL LID (REINSTORE PAVEMENT WHERE TEMPORARY ROADWAY DEMOLISHED, SEE ITEM A ABOVE)	3,675	SF	18.00	66,150
	CURBS/GUTTERS	320	LF	60.00	19,200
	NEW SIDEWALKS	160	SF	25.00	4,000
	RELOCATE LIGHT POLE	1	EA	25,000.00	25,000
	SIGNAGE	1	LS	15,000.00	15,000
	STRIPING	3,675	SF	3.00	11,025
	TRANSITIONS TO (E.) RETAINED ROADWAY	2	EA	15,000.00	30,000
	REINSTATE FACEBOOK WAY: SEE ITEM C ABOVE				
<b>SUBTOTAL G - CONSTRUCT TUNNEL &amp; REPLACE ROAD</b>				<b>233.33</b>	<b>4,654,875</b>
<b>H</b>	<b>ACCOMMODATE UTILITIES - NORTH RAMP</b>				
	NORTH RAMP ZONE UTILITY RELOCATIONS/PROTECT IN PLACE, INCLUDING ELECTRICAL, GAS, JOINT TRENCH, SANITARY SEWER, SANITARY SEWER FORCE MAIN, STORM DRAIN, TLECOM, WATER, FIRE WATER. NO SIZES PROVIDED, EXTENSIVE SCOPE, ALLOW	1	LS	1,500,000.00	1,500,000
<b>SUBTOTAL H - ACCOMMODATE UTILITIES - NORTH RAMP</b>				<b>75.19</b>	<b>1,500,000</b>
<b>I</b>	<b>EXCAVATE AND CONSTRUCT NORTH RAMP</b>				
	CLEAR AND GRUB ALLOWANCE	18,250	SF	3.00	54,750
	DEMOLISH AND REMOVE SECANT PILE SHORING INSTALLED IN PHASE 2 (CROSS WALL ONLY)	117	CY	425.00	49,583
	EXCAVATE FOR NORTH RAMP, FROM 25 FT, INCL OFFHAUL	7,758	CY	100.00	775,833
	INSTALL RETAINING WALLS, INCL FOUNDATIONS	7,500	SF	190.00	1,425,000
	BACKFILL, GRADING	2,586	CY	100.00	258,611
	NEW ROAD PAVEMENT, AC WITH AGGREGATE BASE	12,600	SF	18.00	226,800
	CURBS/GUTTERS	1,200	LF	60.00	72,000
	NEW SIDEWALKS	600	SF	25.00	15,000
	LIGHTING, ALLOW	12,600	SF	25.00	315,000
	SIGNAGE	1	LS	50,000.00	50,000
	STRIPING	12,600	SF	3.00	37,800
	TRANSITIONS TO (E.) RETAINED ROADWAY	2	EA	15,000.00	30,000
<b>SUBTOTAL I - EXCAVATE AND CONSTRUCT NORTH RAMP</b>				<b>165.93</b>	<b>3,310,378</b>

PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - WILLOW TUNNEL  
 CIVIL AND STRUCTURAL ONLY, FULL TUNNEL, NO FINISH  
 WEST HALF TUNNEL+NORTH RAMP - DRAWINGS TC2-3

LSA JOB NO: 21-079AWTR2  
 PREPARED BY: MP  
 CHECKED BY: MP  
 ESTIMATE DATE: 3/14/2022  
 GSF: 19,950

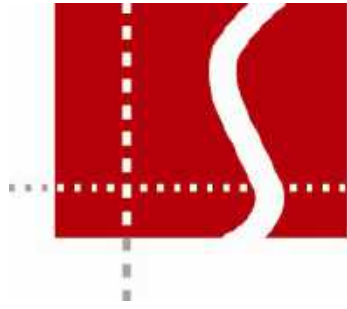
### CONCEPT ESTIMATE

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
X	<b>GENERAL ITEMS</b>				
	<b>OTHER SITE SYSTEMS</b>				
	GENERAL REQUIREMENTS, INCL TRAFFIC CONTROL, SAFETY, CONTINUAL CLEANING, ALLOW	1	LS	3,000,000.00	3,000,000
	SITE BOUNDARY FENCING	1,750	LF	75.00	131,250
	NEW/TEMPORARY SIGNAGE, ALLOW	1	LS	100,000.00	100,000
	SWPP, ALLOW	1	LS	150,000.00	150,000
	WORKS RELATED TO MOVING/TEMPORARILY RE- LOCATING AND FINALLY REINSTATING ALL CONTROLS, LIGHTS, SIGNALS, BARRIERS, ETC ASSOCIATED WITH RAILROAD TRACKS ALLOW	1	LS	2,500,000.00	2,500,000
	MISCELLANEOUS WORKS, ALLOW	1	LS	2,500,000.00	2,500,000
	<b>SUBTOTAL X - GENERAL ITEMS</b>			<b>420.11</b>	<b>8,381,250</b>

**ATTACHMENT #6:**

**MARCH 2022 CONSTRUCTION COST ESTIMATE – ELEVATED  
PARK**





**Leland Saylor  
Associates**  
A Certified DVBE

## CONCEPT ESTIMATE - ELEVATED PARK

MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES  
(FACEBOOK)  
MENLO PARK, CA

LSA JOB NUMBER:  
**21-079AEPR1**

March 17, 2022

PREPARED FOR  
**BAY AREA ECONOMICS (BAE)**  
BY LELAND SAYLOR ASSOCIATES

1777 Oakland Blvd, Ste 103 | Walnut Creek | CA | 94596  
415-291-3200 | 415-291-3201 (f) | [www.lelandsaylor.com](http://www.lelandsaylor.com)



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)      JOB NUMBER: 21-079AEPR1  
LOCATION: MENLO PARK, CA      PREPARED BY: MP  
CLIENT: BAY AREA ECONOMICS (BAE)      BID DATE:  
DESCRIPTION: CONCEPT ESTIMATE - ELEVATED PARK      ESTIMATE DATE: 3/17/2022

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PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
LOCATION: MENLO PARK, CA  
CLIENT: BAY AREA ECONOMICS (BAE)  
DESCRIPTION: CONCEPT ESTIMATE - ELEVATED PARK

JOB NUMBER: 21-079AEPR1  
PREPARED BY: MP  
CHECKED BY: MP  
ESTIMATE DATE: 3/17/2022

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## SECTION I

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# PREFACE AND NOTES TO THE ESTIMATE



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - ELEVATED PARK

JOB NUMBER: 21-079AEP1  
 PREPARED BY: MP  
 BID DATE:  
 ESTIMATE DATE: 3/17/2022

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## PREFACE AND NOTES TO THE ESTIMATE

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### 1.0 PROJECT SYNOPSIS

#### 1.1 TYPE OF STUDY:

CONCEPT ESTIMATE - ELEVATED PARK  
 NOTE: ROUGH ORDER OF MAGNITUDE ONLY

#### 1.2 PROJECT DESCRIPTION OF ELEMENTS:

Construction Type:	Steel framed structure
Foundation Type:	Assume piled foundations and pile caps
Exterior Wall Type:	None, but tubular "wrap", mesh guardrail
Roof Type:	None, open park
Stories Below Grade:	None
Stories Above Grade:	One
Sitework:	At grade sitework excluded
Plumbing System:	Drainage and irrigation only
Mechanical System:	None anticipated
Fire Protection System:	None anticipated
Electrical Service:	Park lighting
Special Construction:	
Other Specialized Services:	

#### 1.3 GENERAL NOTES REGARDING PROJECT / BASIS OF ESTIMATE / EXECUTIVE SUMMARY:

This project is part of a much wider mixed use development. This study is for the proposed elevated park only and is prepared to allow reasonable cost allocation to specific project elements providing community amenities value, namely the elevated park use. Very little design definition is available. The estimate establishes an equivalent at-grade park cost, and then adds for the elevated structure and the impacts of building above grade. This is essentially an elaborate roof-top park, but also carries the full cost of the structure normally attributed to the building. NOTE: This is rough order of magnitude only - it is strongly recommended that a more specific estimate be developed based on defined design parameters (especially for structural).



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - ELEVATED PARK

JOB NUMBER: 21-079AEPR1  
 PREPARED BY: MP  
 BID DATE:  
 ESTIMATE DATE: 3/17/2022

## PREFACE AND NOTES TO THE ESTIMATE

**1.4 CONTROL QUANTITIES:**

THIS SECTION NOT USED - REFER TO ESTIMATE SECTIONS

**2.0 DEFINITIONS**

**2.1 ESTIMATE OF COST:**

An Estimate of Cost is prepared from a survey of the quantities of work; items prepared from written or drawn information provided at the "PHASE", working drawing or bid-documents stage of the design. Historical costs, information provided by contractors and suppliers, plus judgmental evaluation by the Estimator are used as appropriate as the basis for pricing. Allowances as appropriate will be included for items of work which are not indicated on the design documents provided that the Estimator is made aware of them, or which, in the judgment of the Estimator, are required for completion of the work. We cannot, however, be responsible for items or work of an unusual nature of which we have not been informed.

**2.2 BID:**

An offer to enter a contract to perform work for a fixed sum, to be completed within a limited period of time.

**3.0 BIDS & CONTRACTS**

**3.1 MARKET CONDITIONS:**

In the current market conditions for construction, our experience shows the following results on competitive bids, as a differential from company final estimates:

Number of Bids	Percentage Differential
1	+25 to 100%
2 - 3	+10 to 25%
4 - 5	0 to +10%
6 - 7	0 to -10%
8 or more	-10 to -20%



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - ELEVATED PARK

JOB NUMBER: 21-079AEPR1  
 PREPARED BY: MP  
 BID DATE:  
 ESTIMATE DATE: 3/17/2022

## PREFACE AND NOTES TO THE ESTIMATE

Accordingly, it is extremely important to ensure that a minimum of 4 to 5 valid bids are received. Since we have no control over the bid process, there is no guarantee that proposals, bids or construction cost will not vary from our opinions or our estimates. Please see Competitive Bidding Statement in the estimate detail section for more information.

### 4.0 ESTIMATE DOCUMENTS

4.1 This Estimate has been compiled from the following documents and information supplied:

**DRAWINGS:**

Architectural Control Package - Parcel 1, dated 09/07/21  
 Structural Package dated 03/19/2021

**SPECIFICATIONS / PROJECT MANUAL:**

None

**COSTS PROVIDED BY OTHERS:**

None

4.2 The user is cautioned that significant changes in the scope of the project, or alterations to the project documents after completion of the estimate level or job type can cause major cost changes.

### 5.0 GROSS SQUARE FEET

	GSF	
ELEVATED PARK	85,055	PER DRAWINGS

### 6.0 WAGE RATES

6.1 **MARKET WAGE RATES:**

This Estimate is based on prevailing wage-rates and conditions currently applicable in Menlo Park, CA



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - ELEVATED PARK

JOB NUMBER: 21-079AEP1  
 PREPARED BY: MP  
 BID DATE:  
 ESTIMATE DATE: 3/17/2022

## PREFACE AND NOTES TO THE ESTIMATE

**7.0** PRORATE ADDITIONS TO THE ESTIMATE

**7.1** GENERAL CONDITIONS / GENERAL REQUIREMENTS: **10.00%**

An allowance based on 10% of the construction costs subtotal has been included for Contractor's General Conditions and General Requirements.

**7.2** DESIGN CONTINGENCY: **18.00%**

An allowance based on 18% of the construction costs subtotal has been included for Design Contingency.

NOTE: This allowance is intended to provide a Design Contingency sum only; for use during the design process. It is not intended to provide for a Construction Contingency sum.

**7.3** ESCALATION: EXCLUDED **0.00%**

An allowance of 0% has been included in this estimate for construction material & labor cost escalation up to the anticipated mid-point of construction, based on the following assumptions:

<b>NONE ALLOWED</b>	
Construction start date:	
Construction period:	
Mid-point of construction:	
Annual escalation rate:	
Allowance for escalation:	0.00%

No allowance has been made for Code Escalation or Technological Escalation.

**7.4** REMOTE SITE FACTOR: **0.00%**

No costs relating to project Remote Site are included in the price.



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - ELEVATED PARK

JOB NUMBER: 21-079AEPR1  
 PREPARED BY: MP  
 BID DATE:  
 ESTIMATE DATE: 3/17/2022

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## PREFACE AND NOTES TO THE ESTIMATE

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**7.5 PHASING ALLOWANCE: 0.00%**

No costs relating to Phasing is included in the price.

**7.6 BONDS AND INSURANCE: 2.50%**

An allowance of 2.5% of the construction cost subtotal is included to provide for the cost of Payment and Performance Bonds, if required.

**7.7 CONTRACTOR'S FEE: 4.50%**

An allowance based on 4.5% of the construction cost subtotal is included for the Contractor's office Overhead and Profit. Office overhead of the contractor is always included with the fee.

All field overhead of the contractor is included in the General Conditions section of the estimate.

**8.0 SPECIAL NOTES PERTAINING TO THIS ESTIMATE**

**8.1 SPECIFIC INCLUSIONS:**

The following items are specifically included in this estimate:  
 Refer Detailed estimates

**8.2 SPECIFIC EXCLUSIONS:**

The following items are specifically excluded from this estimate:

- Design & soft Costs
- Program/Construction Management
- Owner Soft Costs
- Legal Fees
- Special Inspections
- Escalation - All costs are current \$
- Demolition/Site acquisition & Prep
- Site Development & Landscaping





PROJECT: **MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)**  
LOCATION: **MENLO PARK, CA**  
CLIENT: **BAY AREA ECONOMICS (BAE)**  
DESCRIPTION: **CONCEPT ESTIMATE - ELEVATED PARK**

JOB NUMBER: **21-079AEPR1**  
PREPARED BY: **MP**  
CHECKED BY: **MP**  
ESTIMATE DATE: **3/17/2022**

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## SECTION II

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# SUMMARY OF THE ESTIMATE

PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - ELEVATED PARK  
 SUMMARY OF THE ESTIMATE

LSA JOB NO: 21-079AEPR1  
 PREPARED BY: MP  
 CHECKED BY: MP  
 DATE: 3/17/2022  
 BASE DATE: 11/22/2021

**CONCEPT ESTIMATE - ELEVATED PARK**

DIV #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTALS
<b>SUMMARY OF THE ESTIMATE</b>					
1.0	\$FROM COST-MODEL CONSTRUCTION COSTS				
	ELEVATED PARK	85,055	GSF	1,620.16	\$137,802,755
	ADJUST FOR MAY 2021 PRICING	-3.00%			\$ (4,134,083)
	<b>TOTAL \$FROM CONSTRUCTION COST, MAY 2021:</b>				<b>\$ 133,668,672</b>
	<b>PRORATES ARE INCLUDED IN ABOVE FIGURES</b>				
	General Conditions	10.00%			
	Design Contingency	18.00%			
	Escalation EXCLUDED, ADJUST BACK TO MAY 2021 BASE DATE, see above				
	Bonds / Insurance	2.50%			
	Contractors Fee	4.50%			

PROJECT:	<b>MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)</b>	LSA JOB NO:	<b>21-079AEPR1</b>
LOCATION:	<b>MENLO PARK, CA</b>	PREPARED BY:	<b>MP</b>
CLIENT:	<b>BAY AREA ECONOMICS (BAE)</b>	CHECKED BY:	<b>MP</b>
DESCRIPTION:	<b>CONCEPT ESTIMATE - ELEVATED PARK</b>	DATE:	<b>3/17/2022</b>
	<b>SUMMARY OF THE ESTIMATE</b>	BASE DATE:	<b>11/22/2021</b>

**CONCEPT ESTIMATE - ELEVATED PARK**

DIV #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTALS
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**Competitive Bidding**

The prices in this Estimate are based on Competitive Bidding. Competitive Bidding is receiving responsive bids from at least five (5) or more General Contractors and three (3) or more responsive bids from Major Subcontractors or Trades. Major Subcontractors are Structural Steel, Plaster / EIFS Contractors, Mechanical, Plumbing and Electrical Subcontractors.

Without Competitive Bidding, Contractor bids can and have ranged from 25% to 100% over the prices in this Estimate, depending on the size of the job.

We urge you to notify your client of the existing bidding climate, and work with them to ensure that the project is adequately publicized so that they can get the minimum number of bids for competitive bidding. Please contact us if you need ideas about how to publicize your project.



PROJECT: **MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)**  
LOCATION: **MENLO PARK, CA**  
CLIENT: **BAY AREA ECONOMICS (BAE)**  
DESCRIPTION: **CONCEPT ESTIMATE - ELEVATED PARK**

JOB NUMBER: **21-079AEPR1**  
PREPARED BY: **MP**  
CHECKED BY: **MP**  
ESTIMATE DATE: **3/17/2022**

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## SECTION III

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# COMMUNITY AMENITIES

## ELEVATED PARK

PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - ELEVATED PARK  
 ELEVATED PARK

LSA JOB NO: 21-079AEPR1  
 PREPARED BY: MP  
 CHECKED BY: MP  
 DATE: 3/17/2022  
 GSF 85,055

**CONCEPT ESTIMATE - ELEVATED PARK**

DIV #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTALS
<b>SUMMARY OF THE ESTIMATE</b>					
	<b>ELEVATED PARK</b>				
1.0	EQUIVALENT AT-GRADE PARK	85,055	GSF	95.67	\$ 8,137,431
2.0	<b>ADD FOR ELEVATED STRUCTURE:</b>				
2.1	STRUCTURAL: VERY ROUGH ORDER OF MAGNITUDE, PRE-DESIGN				
2.1.1	FOUNDATIONS				
2.1.1.1	MOBILIZATION	1	LS	150,000.00	\$ 150,000
2.1.1.2	AUGER DRILLED PIERS, REINFORCED CONCRETE, 72" DIA, 140' DEEP	96	EA	168,000.00	\$ 16,128,000
2.1.1.2	REINFORCED CONCRETE PILE CAPS	4,393	CY	1,350.00	\$ 5,930,500
2.1.2	STEEL SUPPORT STRUCTURE RAISING 30', BRIDGE STRUCTURE, TOTAL DESIGN TONS PER NARRATIVE PLUS 7.5% WASTE & CONNECTIONS	1,505	TONS	8,000.00	\$ 12,040,000
2.1.3	STEEL SUPPORT STRUCTURE RAISING 30', NON BRIDGE STRUCTURE, 48 PSF PER NARRATIVE, PLUS 10% WASTE & CONNECTIONS	1,810	TONS	5,500.00	\$ 9,954,186
	BRBF, ALLOW 10 PSF	343	TONS	5,500.00	\$ 1,885,263
2.1.4	BASE PLATES/CONNECTIONS	60	EA	20,000.00	\$ 1,200,000
2.1.5	LOCK UP/MOVEMENT JOINTS	1	LS	500,000.00	\$ 500,000
2.1.6	AESS PREMIUM	905	TONS	4,000.00	\$ 3,619,704
2.1.7	FIRE PROTECTION, INTUMESCENT	4,220	TONS	750.00	\$ 3,164,834
2.1.8	METAL DECK AND LIGHTWEIGHT CONCRETE SUSPENDED SLAB	68,555	SF	16.00	\$ 1,096,880
2.2	VOLUME CREATION - SIDE WALLS	12,200	SF	50.00	\$ 610,000
2.3	WATERPROOFING	85,055	SF	24.00	\$ 2,041,320
2.4	FAÇADE "WRAP", TUBE GRID, AND ALLOW METAL PANEL SYSTEM	114,192	SF	155.00	\$ 17,699,760
2.5	MESH GUARDRAIL	2,584	LF	450.00	\$ 1,162,800
2.6	PAINTING EXPOSED SURFACES	85,055	SF	5.00	\$ 425,275
2.7	VERTICAL TRANSPORTATION - STAIRS AND ELEVATOR COMPLETE	5	EA	1,000,000.00	\$ 5,000,000
2.8	ENHANCED SIGNAGE & WAYFINDING	85,055	SF	1.25	\$ 106,319
2.9	STRUCTURAL FILL/FOAM	4,725	CY	140.00	\$ 661,539
2.10	ROOT BALL FOR TREES	205	EA	2,500.00	\$ 512,500
2.11	ELEVATED DRAIN SYSTEM (SILVA)	38,267	GSF	60.00	\$ 2,296,020
2.12	VERTICAL SERVICES FEEDS AND LEADERS	1	LS	500,000.00	\$ 500,000
2.13	SERVICES DUCT BANK	1,220	LF	650.00	\$ 793,000

PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - ELEVATED PARK  
 ELEVATED PARK

LSA JOB NO: 21-079AEPR1  
 PREPARED BY: MP  
 CHECKED BY: MP  
 DATE: 3/17/2022  
 GSF 85,055

**CONCEPT ESTIMATE - ELEVATED PARK**

DIV #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTALS
2.14	HOISTING/CRANEAGE	1	LS	2,500,000.00	\$ 2,500,000
2.15	AT GRADE SITE DEVELOPMENT UNDER ELEVATED PARK, ASSUMED BY OTHER PROJECT(S)				<b>EXCLUDED</b>
2.16	MISC ITEMS	1	LS	2,500,000.00	\$ 2,500,000
	PRORATES ADD	36.96%	%		\$ 37,187,426
<b>TOTAL \$FROM CONSTRUCTION COSTS</b>					<b>\$ 137,802,755</b>
	<b>PRORATES ARE INCLUDED IN ABOVE FIGURES</b> General Conditions Design Contingency Escalation EXCLUDED, ADJUST BACK TO MAY 2021 BASE DATE, see above	10.00% 18.00%			
	Bonds / Insurance Contractors Fee	2.50% 4.50%			

**Competitive Bidding**

The prices in this Estimate are based on Competitive Bidding. Competitive Bidding is receiving responsive bids from at least five (5) or more General Contractors and three (3) or more responsive bids from Major Subcontractors or Trades. Major Subcontractors are Structural Steel, Plaster / EIFS Contractors, Mechanical, Plumbing and Electrical Subcontractors.

Without Competitive Bidding, Contractor bids can and have ranged from 25%-to 100% over the prices in this Estimate, depending on the size of the job.



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
LOCATION: MENLO PARK, CA  
CLIENT: BAY AREA ECONOMICS (BAE)  
DESCRIPTION: CONCEPT ESTIMATE - ELEVATED PARK

JOB NUMBER: 21-079AEPR1  
PREPARED BY: MP  
CHECKED BY: MP  
ESTIMATE DATE: 3/17/2022

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## SECTION IV

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# EQUIVALENT AT-GRADE PARK

PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)		LSA JOB NO: 21-079AEPR1			
LOCATION: MENLO PARK, CA		PREPARED BY: MP			
CLIENT: BAY AREA ECONOMICS (BAE)		CHECKED BY: MP			
DESCRIPTION: CONCEPT ESTIMATE - ELEVATED PARK EQUIVALENT AT-GRADE PARK		ESTIMATE DATE: 3/17/2022			
		GSF: 85,055			
CONCEPT ESTIMATE					
ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
<b>G</b>	<b>SITWORK</b>				
G10	SITE PREPARATION			10.52	894,653
G20	SITE IMPROVEMENTS			70.32	5,980,646
G30	SITE CIVIL/MECHANICAL UTILITIES			5.59	475,275
G40	SITE ELECTRICAL UTILITES			5.72	486,858
G90	OTHER SITWORK			3.53	300,000
				<b>SITWORK TOTAL</b>	<b>95.67</b>
	<b>TOTAL SITE &amp; BUILDING</b>	<b>85,055</b>		<b>95.67</b>	<b>8,137,431</b>
	<b>PRORATES</b>				
	General Conditions	10.00%			813,743
	Design Contingency	18.00%			1,464,738
	Escalation EXCLUDED, ADJUST BACK TO MAY 2021 BASE DATE, see above	0.00%			-
	<b>SUBTOTAL</b>	<b>85,055</b>		<b>122.46</b>	<b>10,415,911</b>
	Bonds / Insurance	2.50%			260,398
	Contractors Fee	4.50%			468,716
	<b>TOTAL PROJECT COSTS</b>	<b>85,055</b>		<b>131.03</b>	<b>11,145,025</b>
ESTIMATE DETAIL					



PROJECT:	MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)	LSA JOB NO:	21-079AEPR1
LOCATION:	MENLO PARK, CA	PREPARED BY:	MP
CLIENT:	BAY AREA ECONOMICS (BAE)	CHECKED BY:	MP
DESCRIPTION:	CONCEPT ESTIMATE - ELEVATED PARK EQUIVALENT AT-GRADE PARK	ESTIMATE DATE:	3/17/2022
		GSF:	85,055

### CONCEPT ESTIMATE

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
G10	<b>SITE PREPARATION</b>				
G1010	<b>SITE CLEARING</b>  CLEAR AND GRUB ALLOWANCE INCLUDING MATURE TREES AND STUMP: EXCLUDE, NOT APPLICABLE				
	<b>SUBTOTAL G1010 - SITE CLEARING</b>			-	-
G1020	<b>SITE DEMOLITION AND RELOCATIONS</b>  DEMO EXISTING BUILDING AND SITE: ASSUME NIC POSSIBLE UNDERGROUND UTILITIES RELOCATION ALLOWANCES	85,055	SF	3.00	255,165
	<b>SUBTOTAL G1020 - SITE DEMOLITION AND RELOCATIONS</b>			3.00	255,165
G1030	<b>SITE EARTHWORK</b>  SOIL FOR SHRUB SOIL FOR TURF SOIL FOR GROUND COVER SOIL FOR OTHER AREAS GRADING/MOUNDING	3,887 276 288 3,425 85,055	CY CY CY CY SF	65.00 65.00 65.00 65.00 1.50	252,645 17,935 18,691 222,633 127,583
	<b>SUBTOTAL G1030 - SITE EARTHWORK</b>			7.52	639,488
G2030	<b>PEDESTRIAN PAVING</b>  <b>AGGREGATE BASE COURSES</b> BASE FOR PAVING, ALLOW 8"  PLAZA PAVING MEANDERING PATH, APPROX 5' WIDE ELEVATED PLAZA CRESCENT PATH, APPROX 10' WIDE CIRCULAR PLAY SURFACE (ASSUMED) FOR PLAY STRUCTURE	982  15,223 6,100 4,036 13,800 1,002	CY  SF SF SF SF	75.00  35.00 28.00 42.00 24.00 40.00	73,629  532,805 170,800 169,512 331,200 40,080
	<b>SUBTOTAL G2030 - PEDESTRIAN PAVING</b>			15.50	1,318,026

PROJECT: <b>MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)</b>		LSA JOB NO: <b>21-079AEPRI</b>			
LOCATION: <b>MENLO PARK, CA</b>		PREPARED BY: <b>MP</b>			
CLIENT: <b>BAY AREA ECONOMICS (BAE)</b>		CHECKED BY: <b>MP</b>			
DESCRIPTION: <b>CONCEPT ESTIMATE - ELEVATED PARK EQUIVALENT AT-GRADE PARK</b>		ESTIMATE DATE: <b>3/17/2022</b>			
		GSF: <b>85,055</b>			
<b>CONCEPT ESTIMATE</b>					
ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
<b>G2040</b>	<b>SITE DEVELOPMENT</b>				
	CHAIR	120	EA	350.00	<b>42,000</b>
	ROUND TABLE 4'	30	EA	650.00	<b>19,500</b>
	CENTRAL CIRCLE IN PICNIC PLAZA, ASSUMED TO BE FOUNTAIN, PUMPS AND POWER	1	LS	50,000.00	<b>50,000</b>
	PLAY CIRCLE/ HAMMOCK + PLAY STRUCTURE	7	EA	5,000.00	<b>35,000</b>
	RECTANGULAR SEATS ASSUME CONCRETE (2'6"X2'6")	17	EA	750.00	<b>12,750</b>
	TRASH AND RECYCLE BIN SET (ASSUMED)	15	EA	1,800.00	<b>27,000</b>
	GLAZED GUARDRAIL	2,584	LF	600.00	<b>1,550,400</b>
	SIGNAGE/WAYFINDING				
	<b>SUBTOTAL G2040 - SITE DEVELOPMENT</b>			20.42	<b>1,736,650</b>
<b>G2050</b>	<b>LANDSCAPING</b>				
	MAIN 72" BOX TREE AT CRESCENT	55	EA	2,500.00	<b>137,500</b>
	OTHER TREES, ALLOW 150 EA	150	EA		
	15% 24"	23	EA	3,500.00	<b>78,750</b>
	25% 48"	37	EA	4,500.00	<b>164,250</b>
	60% 72"	90	EA	12,000.00	<b>1,080,000</b>
	SOD AT OPEN GREEN	3,661	SF	5.00	<b>18,305</b>
	15 GAL SHRUB	335	EA	450.00	<b>150,750</b>
	1 GAL SHRUB	1,117	EA	45.00	<b>50,265</b>
	TREE GRATES, ALLOW FOR ALL TREES PITS	204	EA	950.00	<b>193,800</b>
	<b>BIORETENTION</b>				
	BIORETENTION, 3/L6.00 (REINFORCED CONCRETE SLAB+WATERPROOFING, DRAINAGE AND PROTECTION COMPOSITE, SOD+ GEOTEXTILE FABRIC, 3" MULCH	23,390	SF	31.50	<b>736,785</b>
	3" MULCH AT OTHER AREAS	11,425	SF	2.50	<b>28,563</b>
	<b>IRRIGATION</b>				
	DRIP IRRIGATION+TREE BUBBLERS	38,267	SF	7.50	<b>287,003</b>
	<b>SUBTOTAL G2050 - LANDSCAPING</b>			34.40	<b>2,925,970</b>
				<b>70.32</b>	<b>5,980,646</b>

PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - ELEVATED PARK  
 EQUIVALENT AT-GRADE PARK

LSA JOB NO: 21-079AEPRI  
 PREPARED BY: MP  
 CHECKED BY: MP  
 ESTIMATE DATE: 3/17/2022  
 GSF: 85,055

### CONCEPT ESTIMATE

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
G30	SITE CIVIL/MECHANICAL UTILITIES				
G3010	WATER SUPPLY				
	WATER SUPPLY	1	LS	50,000.00	50,000
	<b>SUBTOTAL G3010 - WATER SUPPLY</b>			0.59	50,000
G3020	SANITARY SEWER				
	<b>SUBTOTAL G3020 - SANITARY SEWER</b>			-	-
G3030	STORM SEWER				
	DRAINAGE PROVISION	85,055	SF	5.00	425,275
	<b>SUBTOTAL G3030 - STORM SEWER</b>			5.00	425,275
	<b>SUBTOTAL G30 - SITE CIVIL/MECHANICAL UTILITIES</b>			5.59	475,275
G40	SITE ELECTRICAL UTILITES				
G4010	ELECTRICAL DISTRIBUTION				
	SEE LIGHTING				
	<b>SUBTOTAL G4010 - ELECTRICAL DISTRIBUTION</b>			-	-
G4020	SITE LIGHTING				
	15' POLE LIGHTS AT 60' CENTERS	24	EA	4,500.00	108,000
	BOLLARD LIGHTS AT MEANDERING PATH, ALLOW 20' SPACING	62	EA	1,650.00	102,300
	CONDUIT & CABLE	2,440	LF	18.00	43,920
	PANEL/CONNECTIONS	1	LS	20,000.00	20,000
	EMERGENCY LIGHTS	85,055	SF	1.00	85,055
	<b>SUBTOTAL G4020 - SITE LIGHTING</b>			4.22	359,275
G4030	SITE COMMUNICATIONS & SECURITY				
	ROUGH IN INFRASTRUCTURE ALLOWANCE	85,055	SF	1.50	127,583
	<b>SUBTOTAL G4030 - SITE COMMUNICATIONS &amp; SECURITY</b>			1.50	127,583

PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - ELEVATED PARK  
 EQUIVALENT AT-GRADE PARK

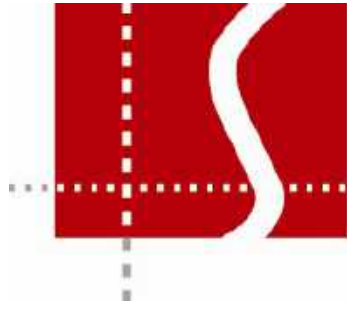
LSA JOB NO: 21-079AEPR1  
 PREPARED BY: MP  
 CHECKED BY: MP  
 ESTIMATE DATE: 3/17/2022  
 GSF: 85,055

**CONCEPT ESTIMATE**

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
G4090	OTHER SITE ELECTRICAL UTILITIES  ASSUME NOT REQUIRED				
	<b>SUBTOTAL G4090 - OTHER SITE ELECTRICAL UTILITIES</b>			-	-
	<b>SUBTOTAL G40 - SITE ELECTRICAL UTILITES</b>			5.72	486,858
G90	OTHER SITEWORK				
G9090	OTHER SITE SYSTEMS  GENERAL REQUIREMENTS	1	LS	300,000.00	300,000
	<b>SUBTOTAL G9090 - OTHER SITE SYSTEMS</b>			3.53	300,000
	<b>SUBTOTAL G90 - OTHER SITEWORK</b>			3.53	300,000

**ATTACHMENT #7:**

**MARCH 2022 CONSTRUCTION COST ESTIMATE – TOWN  
SQUARE**



**Leland Saylor  
Associates**  
A Certified DVBE

**CONCEPT ESTIMATE - TOWN SQUARE**

**MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES  
(FACEBOOK)  
MENLO PARK, CA**

LSA JOB NUMBER:  
**21-079ATSR1B**

**March 16, 2022**

PREPARED FOR  
**BAY AREA ECONOMICS (BAE)**  
BY LELAND SAYLOR ASSOCIATES

1777 Oakland Blvd, Ste 103 | Walnut Creek | CA | 94596  
415-291-3200 | 415-291-3201 (f) | [www.lelandsaylor.com](http://www.lelandsaylor.com)



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
LOCATION: MENLO PARK, CA  
CLIENT: BAY AREA ECONOMICS (BAE)  
DESCRIPTION: CONCEPT ESTIMATE - TOWN SQUARE

JOB NUMBER: 21-079ATSR1B  
PREPARED BY: SJ, MP  
BID DATE:  
ESTIMATE DATE: 3/16/2022

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## CONTENTS

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III	COMMUNITY AMENITIES CONCEPT ESTIMATE - TOWN SQUARE	12



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
LOCATION: MENLO PARK, CA  
CLIENT: BAY AREA ECONOMICS (BAE)  
DESCRIPTION: CONCEPT ESTIMATE - TOWN SQUARE

JOB NUMBER: 21-079ATSR1B  
PREPARED BY: SJ, MP  
CHECKED BY: MP  
ESTIMATE DATE: 3/16/2022

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## SECTION I

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# PREFACE AND NOTES TO THE ESTIMATE





PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - TOWN SQUARE

JOB NUMBER: 21-079ATSR11  
 PREPARED BY: SJ, MP  
 BID DATE:  
 ESTIMATE DATE: 3/16/2022

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## PREFACE AND NOTES TO THE ESTIMATE

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### 1.0 PROJECT SYNOPSIS

#### 1.1 TYPE OF STUDY:

CONCEPT ESTIMATE - TOWN SQUARE

#### 1.2 PROJECT DESCRIPTION OF ELEMENTS:

At grade plaza/town square

#### 1.3 GENERAL NOTES REGARDING PROJECT / BASIS OF ESTIMATE / EXECUTIVE SUMMARY:

This project is part of a much wider mixed use development. This study is for the proposed elevated park only and is prepared to allow reasonable cost allocation to specific project elements providing community amenities value, namely the Town Square. The estimate is for open site areas only, no buildings or parking are included.

#### 1.4 CONTROL QUANTITIES:

THIS SECTION NOT USED - REFER TO ESTIMATE SECTIONS

### 2.0 DEFINITIONS

#### 2.1 ESTIMATE OF COST:

An Estimate of Cost is prepared from a survey of the quantities of work; items prepared from written or drawn information provided at the "PHASE", working drawing or bid-documents stage of the design. Historical costs, information provided by contractors and suppliers, plus judgmental evaluation by the Estimator are used as appropriate as the basis for pricing. Allowances as appropriate will be included for items of work which are not indicated on the design documents provided that the Estimator is made aware of them, or which, in the judgment of the Estimator, are required for completion of the work. We cannot, however, be responsible for items or work of an unusual nature of which we have not been informed.

#### 2.2 BID:

An offer to enter a contract to perform work for a fixed sum, to be completed within a limited period of time.



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - TOWN SQUARE

JOB NUMBER: 21-079ATSR11  
 PREPARED BY: SJ, MP  
 BID DATE:  
 ESTIMATE DATE: 3/16/2022

## PREFACE AND NOTES TO THE ESTIMATE

### 3.0 BIDS & CONTRACTS

#### 3.1 MARKET CONDITIONS:

In the current market conditions for construction, our experience shows the following results on competitive bids, as a differential from company final estimates:

Number of Bids	Percentage Differential
1 .....	+25 to 100%
2 - 3 .....	+10 to 25%
4 - 5 .....	0 to +10%
6 - 7 .....	0 to -10%
8 or more .....	-10 to -20%

Accordingly, it is extremely important to ensure that a minimum of 4 to 5 valid bids are received. Since we have no control over the bid process, there is no guarantee that proposals, bids or construction cost will not vary from our opinions or our estimates. Please see Competitive Bidding Statement in the estimate detail section for more information.

### 4.0 ESTIMATE DOCUMENTS

4.1 This Estimate has been compiled from the following documents and information supplied:

**DRAWINGS:**

Architectural Control Package - Parcel 1, Town Square, dated 09/07/21

**SPECIFICATIONS / PROJECT MANUAL:**

None

**COSTS PROVIDED BY OTHERS:**

None

4.2 The user is cautioned that significant changes in the scope of the project, or alterations to the project documents after completion of the estimate level or job type can cause major cost changes.



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - TOWN SQUARE

JOB NUMBER: 21-079ATSR11  
 PREPARED BY: SJ, MP  
 BID DATE:  
 ESTIMATE DATE: 3/16/2022

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## PREFACE AND NOTES TO THE ESTIMATE

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5.0 GROSS SQUARE FEET

	GSF
CONCEPT ESTIMATE - TOWN SQUARE	72,746

6.0 WAGE RATES

6.1 MARKET WAGE RATES:

This Estimate is based on prevailing wage-rates and conditions currently applicable in Menlo Park, CA

7.0 PRORATE ADDITIONS TO THE ESTIMATE

7.1 GENERAL CONDITIONS / GENERAL REQUIREMENTS: 10.00%

An allowance based on 10% of the construction costs subtotal has been included for Contractor's General Conditions and General Requirements.

7.2 DESIGN CONTINGENCY: 25.00%

An allowance based on 25% of the construction costs subtotal has been included for Design Contingency.

NOTE: This allowance is intended to provide a Design Contingency sum only; for use during the design process. It is not intended to provide for a Construction Contingency sum.



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - TOWN SQUARE

JOB NUMBER: 21-079ATSR11  
 PREPARED BY: SJ, MP  
 BID DATE:  
 ESTIMATE DATE: 3/16/2022

## PREFACE AND NOTES TO THE ESTIMATE

**7.3 ESCALATION: EXCLUDED -3.00%**

An allowance of 0% has been included in this estimate for construction material & labor cost escalation up to the anticipated mid-point of construction, based on the following assumptions:

<b>NONE ALLOWED</b>	
Construction start date:	
Construction period:	
Mid-point of construction:	
Annual escalation rate:	
Allowance for escalation:	-3.00%

No allowance has been made for Code Escalation or Technological Escalation.

**7.4 REMOTE SITE FACTOR: 0.00%**

No costs relating to project Remote Site are included in the price.

**7.5 PHASING ALLOWANCE: 0.00%**

No costs relating to Phasing is included in the price.

**7.6 BONDS AND INSURANCE: 2.50%**

An allowance of 2.5% of the construction cost subtotal is included to provide for the cost of Payment and Performance Bonds, if required.

**7.7 CONTRACTOR'S FEE: 4.50%**

An allowance based on 4.5% of the construction cost subtotal is included for the Contractor's office Overhead and Profit. Office overhead of the contractor is always included with the fee.

All field overhead of the contractor is included in the General Conditions section of the estimate.



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
LOCATION: MENLO PARK, CA  
CLIENT: BAY AREA ECONOMICS (BAE)  
DESCRIPTION: CONCEPT ESTIMATE - TOWN SQUARE

JOB NUMBER: 21-079ATSR11  
PREPARED BY: SJ, MP  
BID DATE:  
ESTIMATE DATE: 3/16/2022

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## PREFACE AND NOTES TO THE ESTIMATE

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### 8.0 **SPECIAL NOTES PERTAINING TO THIS ESTIMATE**

#### 8.1 **SPECIFIC INCLUSIONS:**

The following items are specifically included in this estimate:  
Refer Detailed estimates

#### 8.2 **SPECIFIC EXCLUSIONS:**

The following items are specifically excluded from this estimate:  
Design & soft Costs  
Program/Construction Management  
Owner Soft Costs  
Legal Fees  
Special Inspections  
Escalation - All costs are current \$  
Demolition/Site acquisition & Prep, except where itemized



PROJECT: **MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)**  
LOCATION: **MENLO PARK, CA**  
CLIENT: **BAY AREA ECONOMICS (BAE)**  
DESCRIPTION: **CONCEPT ESTIMATE - TOWN SQUARE**

JOB NUMBER: **21-079ATSR1B**  
PREPARED BY: **SJ, MP**  
CHECKED BY: **MP**  
ESTIMATE DATE: **3/16/2022**

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## SECTION II

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# SUMMARY OF THE ESTIMATE

PROJECT:	<b>MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)</b>	LSA JOB NO:	<b>21-079ATSR1B</b>
LOCATION:	<b>MENLO PARK, CA</b>	PREPARED BY:	<b>SJ, MP</b>
CLIENT:	<b>BAY AREA ECONOMICS (BAE)</b>	CHECKED BY:	<b>MP</b>
DESCRIPTION:	<b>CONCEPT ESTIMATE - TOWN SQUARE</b>	DATE:	<b>3/16/2022</b>
	<b>SUMMARY OF THE ESTIMATE</b>	BASE DATE:	<b>11/23/2021</b>

**RECONCILIATION**

DIV #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTALS
<b>SUMMARY OF THE ESTIMATE</b>					
1.0	<b>CONCEPT ESTIMATE - TOWN SQUARE (RECONCILE ADJUSTED)</b>  <b>PRORATES ARE INCLUDED IN ABOVE FIGURES</b> General Conditions Design Contingency Escalation EXCLUDED, Backdate to Applicant pricing, May 2021	72,746	GSF	213.31	\$ 15,517,431
	Bonds / Insurance	2.50%			
	Contractors Fee	4.50%			

PROJECT:	<b>MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)</b>	LSA JOB NO:	<b>21-079ATSR1B</b>
LOCATION:	<b>MENLO PARK, CA</b>	PREPARED BY:	<b>SJ, MP</b>
CLIENT:	<b>BAY AREA ECONOMICS (BAE)</b>	CHECKED BY:	<b>MP</b>
DESCRIPTION:	<b>CONCEPT ESTIMATE - TOWN SQUARE</b>	DATE:	<b>3/16/2022</b>
	<b>SUMMARY OF THE ESTIMATE</b>	BASE DATE:	<b>11/23/2021</b>

**RECONCILIATION**

DIV #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTALS
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**Competitive Bidding**

The prices in this Estimate are based on Competitive Bidding. Competitive Bidding is receiving responsive bids from at least five (5) or more General Contractors and three (3) or more responsive bids from Major Subcontractors or Trades. Major Subcontractors are Structural Steel, Plaster / EIFS Contractors, Mechanical, Plumbing and Electrical Subcontractors.

Without Competitive Bidding, Contractor bids can and have ranged from 25%-to 100% over the prices in this Estimate, depending on the size of the job.

We urge you to notify your client of the existing bidding climate, and work with them to ensure that the project is adequately publicized so that they can get the minimum number of bids for competitive bidding. Please contact us if you need ideas about how to publicize your project.





PROJECT: **MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)**  
LOCATION: **MENLO PARK, CA**  
CLIENT: **BAY AREA ECONOMICS (BAE)**  
DESCRIPTION: **CONCEPT ESTIMATE - TOWN SQUARE**

JOB NUMBER: **21-079ATSR1B**  
PREPARED BY: **SJ, MP**  
CHECKED BY: **MP**  
ESTIMATE DATE: **3/16/2022**

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## SECTION III

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# COMMUNITY AMENITIES

## CONCEPT ESTIMATE - TOWN SQUARE

PROJECT:	MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)	LSA JOB NO:	21-079ATSR1B
LOCATION:	MENLO PARK, CA	PREPARED BY:	SJ, MP
CLIENT:	BAY AREA ECONOMICS (BAE)	CHECKED BY:	MP
DESCRIPTION:	CONCEPT ESTIMATE - TOWN SQUARE OPEN SITE PLAZA ONLY, NO BUILDINGS OR PARKING	ESTIMATE DATE:	3/16/2022
		GSF:	72,746

**RECONCILIATION**

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
<b>G</b>	<b>SITWORK</b>				
G10	SITE PREPARATION			21.33	1,551,852
G20	SITE IMPROVEMENTS			94.34	6,862,497
G30	SITE CIVIL/MECHANICAL UTILITIES			4.99	362,792
G40	SITE ELECTRICAL UTILITES			21.09	1,534,428
G90	OTHER SITWORK			9.28	675,000
	<b>SITWORK TOTAL</b>			<b>151.03</b>	<b>10,986,569</b>
	<b>TOTAL SITE &amp; BUILDING</b>	<b>72,746</b>		<b>151.03</b>	<b>10,986,569</b>
	<b>PRORATES</b>				
	General Conditions	10.00%			1,098,657
	Design Contingency	25.00%			2,746,642
	Escalation EXCLUDED, Backdate to Applicant pricing, May 2021	-3.00%			(329,597)
	<b>SUBTOTAL</b>	<b>72,746</b>		<b>199.35</b>	<b>14,502,272</b>
	Bonds / Insurance	2.50%			362,557
	Contractors Fee	4.50%			652,602
	<b>TOTAL PROJECT COSTS</b>	<b>72,746</b>		<b>213.31</b>	<b>15,517,431</b>
<b>ESTIMATE DETAIL</b>					

PROJECT:	<b>MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)</b>	LSA JOB NO:	<b>21-079ATSR1B</b>
LOCATION:	<b>MENLO PARK, CA</b>	PREPARED BY:	<b>SJ, MP</b>
CLIENT:	<b>BAY AREA ECONOMICS (BAE)</b>	CHECKED BY:	<b>MP</b>
DESCRIPTION:	<b>CONCEPT ESTIMATE - TOWN SQUARE OPEN SITE PLAZA ONLY, NO BUILDINGS OR PARKING</b>	ESTIMATE DATE:	<b>3/16/2022</b>
		GSF:	<b>72,746</b>

### RECONCILIATION

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
<b>G10</b>	<b>SITE PREPARATION</b>				
<b>G1010</b>	<b>SITE CLEARING</b>				
	CLEAR AND GRUB ALLOWANCE	11,328	SF	3.00	<b>33,985</b>
	DEMO MATURE TREES AND STUMP	21	EA	850.00	<b>17,850</b>
	<b>SUBTOTAL G1010 - SITE CLEARING</b>			0.71	<b>51,835</b>
<b>G1020</b>	<b>SITE DEMOLITION AND RELOCATIONS</b>				
	DEMO EXST BUILDING	24,841	SF	20.00	<b>496,820</b>
	DEMO ALLOWANCE FOR EXST SITE DEMO, PARKING LOT, HARDSCAPE	45,314	SF	4.00	<b>181,254</b>
	<b>SUBTOTAL G1020 - SITE DEMOLITION AND RELOCATIONS</b>			9.32	<b>678,074</b>
<b>G1030</b>	<b>SITE EARTHWORK</b>				
	GRADING, ROUGH & FINE	72,746	SF	2.00	<b>145,492</b>
	GENERAL IMPORTED FILL ALLOWANCE FOR RAISED GRADES (EXST 10' TO 13.5')	9,430	CY	65.00	<b>612,952</b>
	<b>SWPP</b>				
	JOB SITE FENCE (SILT FENCE & FIBER ROLL)	1,458	LF	35.00	<b>51,030</b>
	EXIT DOOR FOR SILT FENCE, TEMPORARY	7	EA	300.00	<b>2,100</b>
	INLET PROTECTION FOR SLOT DRAIN	580	LF	12.00	<b>6,960</b>
	INLET PROTECTION, CATCH BASIN	2	EA	350.00	<b>700</b>
	STABILIZED CONST ENTRANCE	677	SF	4.00	<b>2,708</b>
	<b>SUBTOTAL G1030 - SITE EARTHWORK</b>			11.30	<b>821,942</b>
<b>G2030</b>	<b>PEDESTRIAN PAVING</b>				
	<b>AGGREGATE BASE COURSE</b>				
	BASE FOR PAVING, ALLOW 8"	1,660	CY	75.00	<b>124,480</b>
	BASE FOR SYNTH TURF, ALLOW 6"	80	CY	75.00	<b>6,024</b>
	CONCRETE PAVERS	67,898	SF	35.00	<b>2,376,430</b>
	PRECAST STEPS	600	LF	110.00	<b>66,000</b>
	FEATURE ZONES/ENHANCEMENTS	1	LS	150,000.00	<b>150,000</b>
	<b>SUBTOTAL G2030 - PEDESTRIAN PAVING</b>			37.43	<b>2,722,933</b>

PROJECT: **MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)**  
LOCATION: **MENLO PARK, CA**  
CLIENT: **BAY AREA ECONOMICS (BAE)**  
DESCRIPTION: **CONCEPT ESTIMATE - TOWN SQUARE**  
**OPEN SITE PLAZA ONLY, NO BUILDINGS OR PARKING**

LSA JOB NO: **21-079ATSR1B**  
PREPARED BY: **SJ, MP**  
CHECKED BY: **MP**  
ESTIMATE DATE: **3/16/2022**  
GSF: **72,746**

### RECONCILIATION

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
<b>G2040</b>	<b>SITE DEVELOPMENT</b>				
	ROUND TABLE 4'	81	EA	650.00	<b>52,650</b>
	CONCRETE CIRCULAR SEATING, 8' FT ROUND	22	CY	1,250.00	<b>27,778</b>
	CONCRETE SEATING BENCH 3' X 21'	4	EA	7,500.00	<b>30,000</b>
	RECTANGULAR BOLLARD INCLUDING FOUNDATION	5	EA	1,250.00	<b>6,250</b>
	ALLOWANCE FOR RETAIL SHORT TERM BICYCLE PARKING	1	EA	3,900.00	<b>3,900</b>
	SECURITY BOLLARD	2	EA	950.00	<b>1,900</b>
	3' WIDE CONCRETE SEATING, CURBED	521	LF	183.33	<b>95,517</b>
	ADA INCLINED BRIDGE TO ELEVATED PARK, ALLOW				<b>EXCLUDED</b>
	ELEVATOR & PLATFORM FOR BRIDGE				<b>EXCLUDED</b>
	SIGNAGE/WAYFINDING	72,746	SF	1.50	<b>109,119</b>
	TRELLIS, ALLOW	11,750	SF	150.00	<b>1,762,500</b>
	MISC SITE IMPROVEMENTS, ALLOW	72,746	SF	12.00	<b>872,952</b>
	TRASH AND RECYCLE BIN SET	7	EA	1,800.00	<b>12,600</b>
	<b>SUBTOTAL G2040 - SITE DEVELOPMENT</b>			<b>40.90</b>	<b>2,975,165</b>
<b>G2050</b>	<b>LANDSCAPING</b>				
	BIORETENTION AREA, SILVA CELLS (QTY PER APP)	2,510	SF	60.00	<b>150,600</b>
	IMPORTED SOIL	643	CY	65.00	<b>41,764</b>
	LANDSCAPE AREA, SHRUB, GROUND COVER AND GRASS, 1 GAL+5 GAL+15 GAL, SMALL AREAS	4,337	SF	30.00	<b>130,110</b>
	15 GAL VINE-BARBARA KARST	15	EA	500.00	<b>7,500</b>
	60" BOX TREES, SPECIALTY, BUDGET	26	EA	15,000.00	<b>390,000</b>
	48" BOX TREES	30	EA	4,500.00	<b>135,000</b>
	TREE GRATES	43	EA	4,000.00	<b>172,000</b>
	LANDSCAPE MAINTENANCE	12	MO	5,000.00	<b>60,000</b>
	6" FIRE ACCESS LANE REFLECTORS @ 10' OC	29	EA	85.00	<b>2,465</b>
	<b>IRRIGATION</b>				
	IRRIGATION CONTROLLER	1	EA	1,500.00	<b>1,500</b>
	IRRIGATION LATERALS AND CONTROL WIRE	2,071	LF	25.00	<b>51,775</b>
	IRRIGATION HEADS AND BUBBLERS	4,337	SF	5.00	<b>21,685</b>
	<b>SUBTOTAL G2050 - LANDSCAPING</b>			<b>16.01</b>	<b>1,164,399</b>
	<b>SUBTOTAL G20 - SITE IMPROVEMENTS</b>			<b>94.34</b>	<b>6,862,497</b>

PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - TOWN SQUARE  
 OPEN SITE PLAZA ONLY, NO BUILDINGS OR PARKING

LSA JOB NO: 21-079ATSR1B  
 PREPARED BY: SJ, MP  
 CHECKED BY: MP  
 ESTIMATE DATE: 3/16/2022  
 GSF: 72,746

### RECONCILIATION

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
G30	SITE CIVIL/MECHANICAL UTILITIES				
G3010	WATER SUPPLY				
	<b>DOMESTIC WATER</b>				
	3" DOMESTIC WATER	94	LF	92.00	8,648
	3" BACKFLOW PREVENTER	1	EA	5,500.00	5,500
	POC TO E WATER LINE+3" GV	1	EA	645.00	645
	WATER METER	1	EA	600.00	600
	POC TO BUILDING	1	EA	645.00	645
	<b>FIRE WATER</b>				
	POC TO E FIRE LINE+ 6" GV	1	EA	645.00	645
	4" FIRE WATER LINE	89	LF	120.00	10,680
	FIRE LINE POC TO BUILDING	1	EA	750.00	750
	<b>SUBTOTAL G3010 - WATER SUPPLY</b>			0.39	28,113
G3020	SANITARY SEWER				
	SEWER LINE	54	LF	85.00	4,590
	CLEANOUTS	1	EA	625.00	625
	BUILDING POC TO SEWER LINE	1	EA	675.00	675
	POC TO SS STUB	1	EA	675.00	675
	<b>SUBTOTAL G3020 - SANITARY SEWER</b>			0.09	6,565
G3030	STORM SEWER				
	15" STORM DRAIN	46	LF	205.00	9,430
	12" STORM DRAIN	229	LF	155.00	35,495
	8" STORM DRAIN	41	LF	92.00	3,772
	STORM DRAIN MANHOLE	2	EA	7,500.00	15,000
	STORM DRAIN CATCH BASIN	2	EA	650.00	1,300
	SD POC TO SILVA CELLS	2	EA	675.00	1,350
	SD POC TO EXST MANHOLE	1	EA	675.00	675
	SLOT DRAIN	578	LF	200.00	115,600
	<b>SUBTOTAL G3030 - STORM SEWER</b>			2.51	182,622
G3070	OTHER SITE MECHANICAL UTILITIES				
	POSSIBLE UNDERGROUND UTILITIES RELOCATION ALLOWANCES	72,746	SF	2.00	145,492
	<b>SUBTOTAL G3070 - OTHER SITE MECHANICAL UTILITIES</b>			2.00	145,492
	<b>SUBTOTAL G30 - SITE CIVIL/MECHANICAL UTILITIES</b>			4.99	362,792

PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - TOWN SQUARE  
 OPEN SITE PLAZA ONLY, NO BUILDINGS OR PARKING

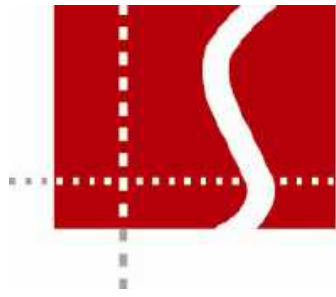
LSA JOB NO: 21-079ATSR1B  
 PREPARED BY: SJ, MP  
 CHECKED BY: MP  
 ESTIMATE DATE: 3/16/2022  
 GSF: 72,746

### RECONCILIATION

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
G40	SITE ELECTRICAL UTILITES				
G4010	ELECTRICAL DISTRIBUTION				
	POINT OF CONNECTION, CONVENIENCE POWER, CONDUIT, CABLE, ALLOW	1	LS	100,000.00	100,000
	<b>SUBTOTAL G4010 - ELECTRICAL DISTRIBUTION</b>			1.37	100,000
G4020	SITE LIGHTING				
	SITE LIGHTING ALLOWANCE	72,746	SF	18.00	1,309,428
	<b>SUBTOTAL G4020 - SITE LIGHTING</b>			18.00	1,309,428
G4030	SITE COMMUNICATIONS & SECURITY				
	CAMERAS, IT, ALLOW	1	LS	125,000.00	125,000
	<b>SUBTOTAL G4030 - SITE COMMUNICATIONS &amp; SECURITY</b>			1.72	125,000
G4090	OTHER SITE ELECTRICAL UTILITIES				
	SEE G3070				
	<b>SUBTOTAL G4090 - OTHER SITE ELECTRICAL UTILITIES</b>			-	-
	<b>SUBTOTAL G40 - SITE ELECTRICAL UTILITES</b>			21.09	1,534,428
G90	OTHER SITEWORK				
G9090	OTHER SITE SYSTEMS				
	GENERAL REQUIREMENTS, ALLOW	1	LS	425,000.00	425,000
	INTEGRATION WITH BUILDINGS AND OTHER ELEMENTS, ALLOW	1	LS	250,000.00	250,000
	<b>SUBTOTAL G9090 - OTHER SITE SYSTEMS</b>			9.28	675,000
	<b>SUBTOTAL G90 - OTHER SITEWORK</b>			9.28	675,000

**ATTACHMENT #8:**

**NOVEMBER 2021 CONCEPT ESTIMATE – DOG PARK**



**Leland Saylor  
Associates**  
A Certified DVBE

**CONCEPT ESTIMATE - DOG PARK**

**DRAFT FOR REVIEW**

**MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES  
(FACEBOOK)  
MENLO PARK, CA**

LSA JOB NUMBER:  
**21-079ADP**

**November 23, 2021**

PREPARED FOR  
**BAY AREA ECONOMICS (BAE)**  
BY LELAND SAYLOR ASSOCIATES

1777 Oakland Blvd, Ste 103 | Walnut Creek | CA | 94596  
415-291-3200 | 415-291-3201 (f) | [www.lelandsaylor.com](http://www.lelandsaylor.com)





PROJECT: **MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)**    JOB NUMBER: **21-079ADP**  
LOCATION: **MENLO PARK, CA**    PREPARED BY: **SJ, MP**  
CLIENT: **BAY AREA ECONOMICS (BAE)**    BID DATE:  
DESCRIPTION: **CONCEPT ESTIMATE - DOG PARK**    ESTIMATE DATE: **11/23/2021**

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PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
LOCATION: MENLO PARK, CA  
CLIENT: BAY AREA ECONOMICS (BAE)  
DESCRIPTION: CONCEPT ESTIMATE - DOG PARK

JOB NUMBER: 21-079ADP  
PREPARED BY: SJ, MP  
CHECKED BY: MP, BSS  
ESTIMATE DATE: 11/23/2021

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## SECTION I

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# PREFACE AND NOTES TO THE ESTIMATE



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - DOG PARK

JOB NUMBER: 21-079ADP  
 PREPARED BY: SJ, MP  
 BID DATE:  
 ESTIMATE DATE: 11/23/2021

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## PREFACE AND NOTES TO THE ESTIMATE

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### 1.0 PROJECT SYNOPSIS

#### 1.1 TYPE OF STUDY:

CONCEPT ESTIMATE - DOG PARK

#### 1.2 PROJECT DESCRIPTION OF ELEMENTS:

At grade dedicated, enclosed space, for exercising pets

#### 1.3 GENERAL NOTES REGARDING PROJECT / BASIS OF ESTIMATE / EXECUTIVE SUMMARY:

This project is part of a much wider mixed use development. This study is for the proposed Dog Park only and is prepared to allow reasonable cost allocation to specific project elements providing community amenities value, namely the Dog Park. The estimate is for open site areas only, no buildings or parking are included.

#### 1.4 CONTROL QUANTITIES:

THIS SECTION NOT USED - REFER TO ESTIMATE SECTIONS

### 2.0 DEFINITIONS

#### 2.1 ESTIMATE OF COST:

An Estimate of Cost is prepared from a survey of the quantities of work; items prepared from written or drawn information provided at the "PHASE", working drawing or bid-documents stage of the design. Historical costs, information provided by contractors and suppliers, plus judgmental evaluation by the Estimator are used as appropriate as the basis for pricing. Allowances as appropriate will be included for items of work which are not indicated on the design documents provided that the Estimator is made aware of them, or which, in the judgment of the Estimator, are required for completion of the work. We cannot, however, be responsible for items or work of an unusual nature of which we have not been informed.

#### 2.2 BID:

An offer to enter a contract to perform work for a fixed sum, to be completed within a limited period of time.



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - DOG PARK

JOB NUMBER: 21-079ADP  
 PREPARED BY: SJ, MP  
 BID DATE:  
 ESTIMATE DATE: 11/23/2021

## PREFACE AND NOTES TO THE ESTIMATE

### 3.0 BIDS & CONTRACTS

#### 3.1 MARKET CONDITIONS:

In the current market conditions for construction, our experience shows the following results on competitive bids, as a differential from company final estimates:

Number of Bids	Percentage Differential
1 .....	+25 to 100%
2 - 3 .....	+10 to 25%
4 - 5 .....	0 to +10%
6 - 7 .....	0 to -10%
8 or more .....	-10 to -20%

Accordingly, it is extremely important to ensure that a minimum of 4 to 5 valid bids are received. Since we have no control over the bid process, there is no guarantee that proposals, bids or construction cost will not vary from our opinions or our estimates. Please see Competitive Bidding Statement in the estimate detail section for more information.

### 4.0 ESTIMATE DOCUMENTS

4.1 This Estimate has been compiled from the following documents and information supplied:

**DRAWINGS:**

Masterplan Conditional Development Permit, September 7, 2021, G5.13

**SPECIFICATIONS / PROJECT MANUAL:**

None

**COSTS PROVIDED BY OTHERS:**

None

4.2 The user is cautioned that significant changes in the scope of the project, or alterations to the project documents after completion of the estimate level or job type can cause major cost changes.



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - DOG PARK

JOB NUMBER: 21-079ADP  
 PREPARED BY: SJ, MP  
 BID DATE:  
 ESTIMATE DATE: 11/23/2021

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## PREFACE AND NOTES TO THE ESTIMATE

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5.0 GROSS SQUARE FEET

	GSF
CONCEPT ESTIMATE - DOG PARK	8,084

6.0 WAGE RATES

6.1 MARKET WAGE RATES:

This Estimate is based on prevailing wage-rates and conditions currently applicable in Menlo Park, CA

7.0 PRORATE ADDITIONS TO THE ESTIMATE

7.1 GENERAL CONDITIONS / GENERAL REQUIREMENTS: 20.00%

An allowance based on 20% of the construction costs subtotal has been included for Contractor's General Conditions and General Requirements.

7.2 DESIGN CONTINGENCY: 25.00%

An allowance based on 25% of the construction costs subtotal has been included for Design Contingency.

NOTE: This allowance is intended to provide a Design Contingency sum only; for use during the design process. It is not intended to provide for a Construction Contingency sum.



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - DOG PARK

JOB NUMBER: 21-079ADP  
 PREPARED BY: SJ, MP  
 BID DATE:  
 ESTIMATE DATE: 11/23/2021

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## PREFACE AND NOTES TO THE ESTIMATE

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### 7.3 ESCALATION: EXCLUDED 0.00%

An allowance of 0% has been included in this estimate for construction material & labor cost escalation up to the anticipated mid-point of construction, based on the following assumptions:

NONE ALLOWED	
Construction start date:	
Construction period:	
Mid-point of construction:	
Annual escalation rate:	
Allowance for escalation:	0.00%

No allowance has been made for Code Escalation or Technological Escalation.

### 7.4 REMOTE SITE FACTOR: 0.00%

No costs relating to project Remote Site are included in the price.

### 7.5 PHASING ALLOWANCE: 0.00%

No costs relating to Phasing is included in the price.

### 7.6 BONDS AND INSURANCE: 2.50%

An allowance of 2.5% of the construction cost subtotal is included to provide for the cost of Payment and Performance Bonds, if required.

### 7.7 CONTRACTOR'S FEE: 6.75%

An allowance based on 6.75% of the construction cost subtotal is included for the Contractor's office Overhead and Profit. Office overhead of the contractor is always included with the fee.

All field overhead of the contractor is included in the General Conditions section of the estimate.



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
LOCATION: MENLO PARK, CA  
CLIENT: BAY AREA ECONOMICS (BAE)  
DESCRIPTION: CONCEPT ESTIMATE - DOG PARK

JOB NUMBER: 21-079ADP  
PREPARED BY: SJ, MP  
BID DATE:  
ESTIMATE DATE: 11/23/2021

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## PREFACE AND NOTES TO THE ESTIMATE

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### 8.0 SPECIAL NOTES PERTAINING TO THIS ESTIMATE

#### 8.1 SPECIFIC INCLUSIONS:

The following items are specifically included in this estimate:  
Refer Detailed estimates

#### 8.2 SPECIFIC EXCLUSIONS:

The following items are specifically excluded from this estimate:  
Design & soft Costs  
Program/Construction Management  
Owner Soft Costs  
Legal Fees  
Special Inspections  
Escalation - All costs are current \$  
Demolition/Site acquisition & Prep, except where itemized



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
LOCATION: MENLO PARK, CA  
CLIENT: BAY AREA ECONOMICS (BAE)  
DESCRIPTION: CONCEPT ESTIMATE - DOG PARK

JOB NUMBER: 21-079ADP  
PREPARED BY: SJ, MP  
CHECKED BY: MP, BSS  
ESTIMATE DATE: 11/23/2021

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## SECTION II

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# SUMMARY OF THE ESTIMATE



PROJECT:	MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)	LSA JOB NO:	21-079ADP
LOCATION:	MENLO PARK, CA	PREPARED BY:	SJ, MP
CLIENT:	BAY AREA ECONOMICS (BAE)	CHECKED BY:	MP, BSS
DESCRIPTION:	CONCEPT ESTIMATE - DOG PARK	DATE:	11/23/2021
	SUMMARY OF THE ESTIMATE	SITE AREA:	8,084

**CONCEPT ESTIMATE - DOG PARK**

DIV #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTALS
<b>SUMMARY OF THE ESTIMATE</b>					
1.0	<b>CONCEPT ESTIMATE - DOG PARK</b>  <b>PRORATES ARE INCLUDED IN ABOVE FIGURES</b> General Conditions - Small Project Design Contingency Escalation EXCLUDED	8,084	GSF	130.94	\$ 1,058,510
	Bonds / Insurance	2.50%			
	Contractors Fee - Small Project	6.75%			

PROJECT:	<b>MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)</b>	LSA JOB NO:	<b>21-079ADP</b>
LOCATION:	<b>MENLO PARK, CA</b>	PREPARED BY:	<b>SJ, MP</b>
CLIENT:	<b>BAY AREA ECONOMICS (BAE)</b>	CHECKED BY:	<b>MP, BSS</b>
DESCRIPTION:	<b>CONCEPT ESTIMATE - DOG PARK</b>	DATE:	<b>11/23/2021</b>
	<b>SUMMARY OF THE ESTIMATE</b>	SITE AREA:	<b>8,084</b>

**CONCEPT ESTIMATE - DOG PARK**

DIV #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTALS
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**Competitive Bidding**

The prices in this Estimate are based on Competitive Bidding. Competitive Bidding is receiving responsive bids from at least five (5) or more General Contractors and three (3) or more responsive bids from Major Subcontractors or Trades. Major Subcontractors are Structural Steel, Plaster / EIFS Contractors, Mechanical, Plumbing and Electrical Subcontractors.

Without Competitive Bidding, Contractor bids can and have ranged from 25%-to 100% over the prices in this Estimate, depending on the size of the job.

We urge you to notify your client of the existing bidding climate, and work with them to ensure that the project is adequately publicized so that they can get the minimum number of bids for competitive bidding. Please contact us if you need ideas about how to publicize your project.



PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
LOCATION: MENLO PARK, CA  
CLIENT: BAY AREA ECONOMICS (BAE)  
DESCRIPTION: CONCEPT ESTIMATE - DOG PARK

JOB NUMBER: 21-079ADP  
PREPARED BY: SJ, MP  
CHECKED BY: MP, BSS  
ESTIMATE DATE: 11/23/2021

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## SECTION III

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### COMMUNITY AMENITIES

### CONCEPT ESTIMATE - DOG PARK

PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - DOG PARK

LSA JOB NO: 21-079A  
 PREPARED BY: SJ, MP  
 CHECKED BY: MP, BSS  
 ESTIMATE DATE: 10/28/2021  
 GSF: 8,084

### CONCEPT ESTIMATE

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
<b>G</b>	<b>SITWORK</b>				
<b>G10</b>	SITE PREPARATION			14.79	119,565
<b>G20</b>	SITE IMPROVEMENTS			37.59	303,870
<b>G30</b>	SITE CIVIL/MECHANICAL UTILITIES			4.86	39,252
<b>G40</b>	SITE ELECTRICAL UTILITES			21.71	175,512
<b>G90</b>	OTHER SITWORK			3.71	30,000
	<b>SITWORK TOTAL</b>			<b>82.66</b>	<b>668,199</b>
	<b>TOTAL SITE &amp; BUILDING</b>	<b>8,084</b>		<b>82.66</b>	<b>668,199</b>
	<b>PRORATES</b>				
	General Conditions - Small Project	20.00%			133,640
	Design Contingency	25.00%			167,050
	Escalation EXCLUDED	0.00%			-
	<b>SUBTOTAL</b>	<b>8,084</b>		<b>119.85</b>	<b>968,888</b>
	Bonds / Insurance	2.50%			24,222
	Contractors Fee - Small Project	6.75%			65,400
	<b>TOTAL PROJECT COSTS</b>	<b>8,084</b>		<b>130.94</b>	<b>1,058,510</b>
<b>ESTIMATE DETAIL</b>					

PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - DOG PARK

LSA JOB NO: 21-079A  
 PREPARED BY: SJ, MP  
 CHECKED BY: MP, BSS  
 ESTIMATE DATE: 10/28/2021  
 GSF: 8,084

### CONCEPT ESTIMATE

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
G10	SITE PREPARATION				
G1010	SITE CLEARING				
	CLEAR AND GRUB ALLOWANCE INCLUDING MATURE TREES	5,659	SF	3.00	16,976
	<b>SUBTOTAL G1010 - SITE CLEARING</b>			2.10	16,976
G1020	SITE DEMOLITION AND RELOCATIONS				
	ALLOWANCE FOR EXST SITE DEMO, PARKING LOT POSSIBLE UNDERGROUND UTILITIES RELOCATION ALLOWANCES	8,084 1	SF LS	5.00 5,000.00	40,420 5,000
	<b>SUBTOTAL G1020 - SITE DEMOLITION AND RELOCATIONS</b>			5.62	45,420
G1030	SITE EARTHWORK				
	EXCAVATE AND HAUL, ALLOW 3', FOR PAVING ONLY BACKFILL	200 132	CY CY	85.00 55.00	16,972 7,248
	GRADING ALLOWANCE FOR GRAVEL AND TURF	5,983	SF	3.00	17,949
	SWPP ALLOW	1	LS	15,000.00	15,000
	<b>SUBTOTAL G1030 - SITE EARTHWORK</b>			7.07	57,169
	<b>SUBTOTAL G10 - SITE PREPARATION</b>			14.79	119,565
G20	SITE IMPROVEMENTS				
G2030	PEDESTRIAN PAVING				
	<b>AGGREGATE BASE COURSE</b>				
	BASE FOR PAVING, ALLOW 8"	44	CY	65.00	2,855
	BASE FOR SYNTH TURF, ALLOW 6"	12	CY	65.00	797
	COLORED CONCRETE @ SEATING AREA	1,072	SF	28.00	30,016
	ASSUMED PAVERS IN MEDIUM/LARGE DOG AREA	725	SF	32.00	23,200
	<b>SUBTOTAL G2030 - PEDESTRIAN PAVING</b>			7.03	56,868

PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - DOG PARK

LSA JOB NO: 21-079A  
 PREPARED BY: SJ, MP  
 CHECKED BY: MP, BSS  
 ESTIMATE DATE: 10/28/2021  
 GSF: 8,084

### CONCEPT ESTIMATE

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
<b>G2040</b>	<b>SITE DEVELOPMENT</b>				
	POROUS GRAVEL @ MEDIUM/LARGE DOG AREA	3,160	SF	5.25	16,590
	5' TO 7' BOULDERS	6	EA	1,200.00	7,200
	5' BENCHES AT SEATING AREA	5	EA	1,200.00	6,000
	3' CONCRETE SEATS IN M/L DOG AREA (EAST CORNER, ASSUMED)	6	EA	1,150.00	6,900
	CLIMBING LOGS	3	EA	1,200.00	3,600
	TRASH AND RECYCLE BIN SET	3	EA	1,800.00	5,400
	<b>FENCES AND GATES</b>				
	4' HIGH PERIMETER FENCE AROUND SMALL MEDIUM AND LARGE DOG AREA	630	LF	190.00	119,700
	ENTRY GATES	2	EA	1,500.00	3,000
	<b>SUBTOTAL G2040 - SITE DEVELOPMENT</b>			20.83	168,390
<b>G2050</b>	<b>LANDSCAPING</b>				
	14' ROUND RAISED TREE PLANTERS INCLUDING SOIL CANOPY TREE	2	EA	7,333.33	14,667
	PLANTING AREA/ TURF	12	EA	1,800.00	21,600
	SYNTHETIC TURF @ SMALL DOG AREA	2,161	SF	8.00	17,288
	IRRIGATION ALLOWANCE	662	SF	8.00	5,296
		2,823	SF	7.00	19,761
	<b>SUBTOTAL G2050 - LANDSCAPING</b>			9.72	78,612
	<b>SUBTOTAL G20 - SITE IMPROVEMENTS</b>			37.59	303,870
<b>G30</b>	<b>SITE CIVIL/MECHANICAL UTILITIES</b>				
<b>G3010</b>	<b>WATER SUPPLY</b>				
	PROVIDE WATER CONNECTION, ALLOW	1	LS	15,000.00	15,000
	<b>SUBTOTAL G3010 - WATER SUPPLY</b>			1.86	15,000
<b>G3030</b>	<b>STORM SEWER</b>				
	STORM DRAINAGE ALLOWANCE	8,084	SF	3.00	24,252
	<b>SUBTOTAL G3030 - STORM SEWER</b>			3.00	24,252
	<b>SUBTOTAL G30 - SITE CIVIL/MECHANICAL UTILITIES</b>			4.86	39,252

PROJECT: MENLO PARK WILLOW VILLAGE COMMUNITY AMENITIES (FACEBOOK)  
 LOCATION: MENLO PARK, CA  
 CLIENT: BAY AREA ECONOMICS (BAE)  
 DESCRIPTION: CONCEPT ESTIMATE - DOG PARK

LSA JOB NO: 21-079A  
 PREPARED BY: SJ, MP  
 CHECKED BY: MP, BSS  
 ESTIMATE DATE: 10/28/2021  
 GSF: 8,084

### CONCEPT ESTIMATE

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
G40	SITE ELECTRICAL UTILITES				
G4010	ELECTRICAL DISTRIBUTION				
	POINT OF CONNECTION, CONVENIENCE POWER, CONDUIT, CABLE, ALLOW	1	LS	20,000.00	20,000
	<b>SUBTOTAL G4010 - ELECTRICAL DISTRIBUTION</b>			2.47	20,000
G4020	SITE LIGHTING				
	SITE LIGHTING ALLOWANCE	8,084	SF	18.00	145,512
	<b>SUBTOTAL G4020 - SITE LIGHTING</b>			18.00	145,512
G4030	SITE COMMUNICATIONS & SECURITY				
	CAMERAS, IT, ALLOW	1	LS	10,000.00	10,000
	<b>SUBTOTAL G4030 - SITE COMMUNICATIONS &amp; SECURITY</b>			1.24	10,000
	<b>SUBTOTAL G40 - SITE ELECTRICAL UTILITES</b>			21.71	175,512
G90	OTHER SITEWORK				
G9090	OTHER SITE SYSTEMS				
	GENERAL REQUIREMENTS, ALLOW	1	LS	30,000.00	30,000
	<b>SUBTOTAL G9090 - OTHER SITE SYSTEMS</b>			3.71	30,000
	<b>SUBTOTAL G90 - OTHER SITEWORK</b>			3.71	30,000



**SPECIAL MEETING MINUTES – DRAFT**

**Date:** 4/19/2022  
**Time:** 5:00 p.m.  
**Location:** Zoom

**Special Session**

**A. Call To Order**

Mayor Nash called the meeting to order at 5:07 p.m.

**B. Roll Call**

Present: Combs, Mueller, Nash, Taylor, Wolosin  
Absent: None  
Staff: Interim City Manager Justin I.C. Murphy, City Attorney Nira F. Doherty, City Clerk Judi A. Herren

**C. Closed Session**

- C1. Closed session conference with labor negotiators pursuant to Government Code §54957.6 regarding labor negotiations with the American Federation of State, County, and Municipal Employees Local 829 (AFSCME) and Confidential employees; and Menlo Park Police Sergeants (PSA)

Attendees: Interim City Manager Justin Murphy, City Attorney Nira F. Doherty, Legal Counsel Charles Sakai, Interim Human Resources Manager Kristen Strubbe

Mayor Nash adjourned to the closed session at 5:10 p.m.

Mayor Nash reconvened the meeting at 6:27 p.m.

**D. Report from Closed Session**

No reportable actions.

**E. Special Business**

- E1. Interviews of Planning Commission applicants (Attachment)  
(Note: No action will be taken at this meeting. Appointments are scheduled for the April 26, 2022 City Council meeting.)

The City Council interviewed the following Planning Commission applicants:

Michael Meyer  
Michael DeMoss  
Camille Kennedy  
Linh Dan Do  
David Thomas

The City Council took a recess at 7:26 p.m.



The City Council reconvened at 7:30 p.m.

## **F. Regular Business**

- F1. Adopt fiscal year 2022-23 budget principles and review General Fund forecast as of March 31, 2022, and receive preliminary information about potential service level enhancements and the capital improvement program (Staff Report #22-072)

Interim Finance Director Marvin Davis, Public Works Director Nikki Nagaya, and Interim City Manager Justin Murphy made the presentation (Attachment).

- Lynne Bramlett spoke in opposition of an emergency preparedness coordinator and in support of emergency preparedness management.
- Adina Levin spoke in support of the Willow Road safety improvements project.
- Pam Jones spoke in support of a comprehensive operations manual, by department and citywide, and in pursuing the relinquishment Willow Road.

Vice Mayor Wolosin provided suggestions for the budget principles (Attachment).

The City Council received clarification on including reference to promotional opportunities for employees within the budget, emergency preparedness coordinator, their level and cost related to Menlo Park Fire Protection District, community service officers labor estimate update, position duties, uniforms, and rehiring previous employees, parking enforcement hours, need, and contract based options, history and reactivation of the gymnastics program, current employees from the previous gymnastic program, centralized recruiting, the graphic designer position, Willow Oaks in the CIP (capital improvement plan), and Hillview school turf replacement contractual agreement.

The City Council discussed updating the Mission Statement of Menlo Park to include the definition of equity, City Council cost recovery goals for all fee-based services, the preliminary service level enhancement positions, CIP new funding requests, trade-offs for gymnastic services with in-house staff and contract base, and climate resiliency position focus.

The City Council showed support for:

- Drought coordination and support – sustainability specialist
- SAFER Bay staffing – associate engineer
- Emergency preparedness coordinator – pending request title
- Community services officers
- Traffic unit and staffing support – police officers
- Parking enforcement – contract services
- Gymnastics restoration – program assistants, instructors, recreation coordinator
- Housing support – Management analyst
- Deputy city clerk restoration – Deputy city clerk
- Graphic designer – Graphic designer
- Climate resiliency – Management analyst
- Eleven annual programmatic CIP projects
- Chrysler pump station replacement
- San Francisquito Creek Upstream
- Automated water meter reading infrastructure

- Streetlight conversion
- Haven Avenue Streetscape project
- Burgess pool lobby renovation
- Willow Road bicycle and pedestrian improvements
- Kelly Park and Hillview School turf replacement
- Local road safety plan
- Shuttle program evaluation
- Storm system funding study
- Police radio and communication equipment upgrades
- Use of rubberized asphalt and speed feedback sign on Willow Road

The City Council directed staff to return Vice Mayor Wolosin’s updated budget principles for City Council consideration and return an updated Mission Statement for City Council consideration. The City Councils also directed staff to report back at next week’s City Council meeting with service level enhancement, gymnastic restoration, a comprehensive look across all service level enhancements and report back on the timing issue, and justification for the graphic designer position.

**ACTION:** By acclamation, the City Council extended the meeting past 11 p.m.

**G. Informational Items**

G1. Personnel activity report as of March 31, 2022 (Staff Report #22-073)

**H. Adjournment**

Mayor Nash adjourned the meeting at 11:01 p.m.

Judi A. Herren, City Clerk



**REGULAR MEETING MINUTES – DRAFT**

**Date:** 5/10/2022  
**Time:** 6:00 p.m.  
**Location:** Zoom

**Regular Session**

**A. Call To Order**

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

**B. Roll Call**

Present: Combs, Mueller, Nash, Taylor, Wolosin  
Absent: None  
Staff: Interim City Manager Justin I.C. Murphy, City Attorney Nira F. Doherty, City Clerk Judi A. Herren

**C. Agenda Review**

None.

**D. Presentations and Proclamations**

**D1. Proclamation: Recognizing May 2022 as Bike Month (Attachment)**

Mayor Nash read the proclamation (Attachment).

Complete Streets Commission Chair Sally Cole accepted the proclamation.

**D2. Proclamation: May Mental Health Month (Attachment)**

Mayor Nash read the proclamation (Attachment).

San Mateo County Mental Health Substance Abuse Recovery Commissioner Frieda Edgette accepted the proclamation.

**D3. Presentation: Update on West Bay Sanitary District's water reclamation efforts in Menlo Park**

West Bay Sanitary District Manager Sergio Ramirez and Senior Principal with Woodard & Curran Dave Richardson made the presentation (Attachment).

- Greg Vontz spoke in support of West Bay Sanitary District's water reclamation efforts in Menlo Park and offsetting the demand on potable water.
- Citizens Committee to Complete the Refuge representative Eileen McLaughlin requested clarification on the levee project timeline.

The City Council received clarification on the levee project timeline, impacts from the threat of sea level rise on the project, coordination efforts with other agencies and neighboring jurisdictions,

ecotone levees, providing reclaimed water infrastructure to other areas including Sharon Park, and wildlife safety with reclaimed water.

The City Council discussed scheduling a study session on various sea level rise protection projects along the Menlo Park shoreline, particularly in the area of the Bedwell Bayfront Park entrance.

## **E. Public Comment**

- Jimmy Apffel spoke on an invitation to a Stars and Stripes community run supporting healthcare and hospital workers on July 2, 2022.
- Karen Grove spoke in support of additional low income housing and concerns on City's current below market rate (BMR) program.

## **F. Advisory Body Vacancies and Appointments**

- F1. Consider applicants and make appointments to fill vacancies on the Finance and Audit Committee and the Parks and Recreation Commission (Staff Report #22-085-CC)

City Clerk Judi Herren introduced the item.

- Mayrin Bunyagidj spoke on their application to the Park and Recreation Commission (PRC).
- Larry Perish spoke on their application to the PRC.
- Brian Kissel spoke in support of Larry Perish's appointment to the PRC and formally withdrawal their application.
- Miyko Harris-Parker spoke in support of appointing a PRC commissioner to serve all City parks.

The City Council took a brief recess at 7:27 p.m.

The City Council reconvened at 7:31 p.m.

The City Council made appointments to fill vacancies on Finance and Audit Committee and the Parks and Recreation Commission:

Finance and Audit Committee:

- Michael DeMoss – term expiring April 30, 2024
- Susannah Hill – term expiring April 30, 2024

Parks and Recreation Commission:

- Mayrin Bunyagidj – term expiring April 30, 2024

## **G. Study Session**

- G1. Study session for a master plan to redevelop the SRI Campus with a residential, office, research and development, and retail mixed-use project located at 333 Ravenswood Avenue (Staff Report #22-091-CC)

Acting Principal Planner Corinna Sandmeier made a presentation (Attachment).

Applicants Lane Partners representative Mark Murray, SRI International representative John McIntire, and Studios Architecture representative Tom Yee made a presentation (Attachment).

- Jen Michel spoke in support of the redevelop the SRI Campus at 333 Ravenswood Avenue and on concerns related to bio swells.
- Kenneth Mah spoke on the need to address impacts on Laurel Street safety.
- Margarita Mendez in support of the SRI redevelopment for affordable housing and locations of the bike routes.
- Kalisha Webster spoke in support of the SRI redevelopment for maximizing affordable and accessible housing.
- Philip Bahr spoke in support of SRI community involvement and sustainability and of the SRI redevelopment and requested clarification on Menlo Park resident priority, safety, setbacks, building heights, and parking.
- Blanca Escobedo spoke in support of the SRI redevelopment for affordable housing.
- Sue Connelly spoke on concerns of height and density of the proposed project and impacts to traffic safety.
- Denis Gerkin spoke in support of opening the SRI campus to the public and on concerns on the project.
- Karen Grove spoke in support of utilizing all available sites for affordable housing and in support of the SRI project.
- Pam Jones spoke in support of more affordable housing and the SRI redevelopment project.
- Nicola Diolaiti spoke on concerns of traffic safety impacts and in support of redistribution of the amenities of the project.
- Ken Chan spoke in support of the additional housing provided by the redevelopment of the SRI site.
- Michael Hart spoke in support of the project but on concerns of traffic safety and impacts to the surrounding neighborhood.
- Peter Chau spoke on concerns on parking, height, density, and traffic congestion on the proposed project and impacts to traffic safety.
- Adina Levin spoke in support of the SRI redevelopment for affordable housing.
- Michal Bortnik spoke in support of the SRI redevelopment and increased density.
- Steve Pang spoke on concerns to traffic and safety impacts.
- Katie Behroozi spoke on upcoming changes to Laurel Street and supports increased density for this project.
- Brooke Cotter spoke in support of the project with reductions in size, traffic mitigations, and bike/pedestrian safety.

The City Council received clarification on homeownership options and increasing housing and decreasing office in the environmental impact report (EIR).

The City Council discussed the proposed development and options to mitigate noise, security, bike and pedestrian safety, shuttle programs, parking ratios, transit passes, Complete Streets Commission consideration, BMR versus affordable housing, onsite amenities versus community amenities, site density and intensity, water usage after the redevelopment, and open space.

## H. Consent Calendar

- H1. Accept the City Council meeting minutes for March 22, April 12 and 26, 2022 (Attachment)
- H2. Adopt a resolution to continue conducting the City's Council and advisory body meetings remotely due to health and safety concerns for the public and to authorize the use of hybrid meetings (Staff Report #22-084-CC)
- H3. Waive the second reading and adopt Ordinance no. 1089 of the City Council of the City of Menlo Park adding Chapter 2.70 to the Menlo Park Municipal Code, approving a Military Equipment Use Policy for police services (Staff Report #22-088-CC)
- H4. Award a construction contract to Granite Rock Company and approve budget amendment for the Sharon Road sidewalk project and appropriation from the general fund unassigned fund balance (Staff Report #22-090-CC)

**ACTION:** Motion and second (Combs/ Nash), to approve the consent calendar, passed unanimously.

## I. Regular Business

- I1. Approve concept designs for the Burgess Park and Willow Oaks Park improvement projects (Staff Report #22-086-CC)

Assistant Public Works Director Tanisha Werner introduced the item.

Callander Associates representatives Brian Fletcher and Nate Ritchie made the presentation (Attachment).

**ACTION:** By acclamation, the City Council continued the meeting past 11 p.m.

- Adina Levin spoke on pedestrian access to the Willows Oaks Park project.

The City Council bifurcated the item and discussed the Willow Oaks Park project.

The City Council received clarification on the drinking fountain and parks and recreation master plan approval.

The City Council discussed relocating the play structure, small and large dog parks, fencing of field, increased Measure T funds for the park, play structure with roof, and signage for field related to the Ravenswood School district ownership.

**ACTION:** Motion and second (Combs/ Nash), to approve the concept plans for the park improvement project for Willow Oaks Park and direct staff to explore additional usage, passed unanimously.

The City Council discussed the Burgess Park and the other parks in the city needing improvements.

**ACTION:** Motion and second (Nash/ Combs), to approve the concept plans for the park improvement project for Burgess Park project and direct staff to return with other considerations for park improvements including Sharon Park, passed unanimously.

**J. Informational Items**

- J1. City Council agenda topics: May – June 14, 2022 (Staff Report #22-089-CC)
- J2. Pilot project for neighborhood access to Belle Haven School field (Staff Report #22-087-CC)
- Pam Jones requested clarification on all the stakeholders on the joint use agreement and concerns on the need for a pilot project to access a field.

**K. City Manager's Report**

None.

**L. City Councilmember Reports**

Mayor Nash reported on an ICELEI grant opportunity for \$1M for Menlo Spark.

The City Council took a brief recess at 11:58 p.m.

The City Council reconvened at 11:59 p.m.

**M. Closed Session**

- M1. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION  
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9 of the Government Code: (one potential case)

The City Council continued the closed session to a future meeting.

**N. Report from Closed Session**

None.

**O. Adjournment**

Mayor Nash adjourned at 11:59 p.m.

Judi A. Herren, City Clerk



## STAFF REPORT

**City Council**

**Meeting Date:**

**5/24/2022**

**Staff Report Number:**

**22-103-CC**

**Consent Calendar:**

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

### Recommendation

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

### Policy Issues

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

### Background

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

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

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

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

### Analysis

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



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

### **Impact on City Resources**

There is no impact on City resources.

### **Environmental Review**

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it is an organizational structure change that will not result in any direct or indirect physical change in the environment.

### **Public Notice**

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

### **Attachments**

A. Resolution

Report prepared by:  
Judi A. Herren, City Clerk

## RESOLUTION NO. XXXX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK AND ON BEHALF OF COMMISSIONS AND COMMITTEES CREATED BY THE CITY COUNCIL PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54952(b) AUTHORIZING TELECONFERENCE MEETINGS IN COMPLIANCE WITH AB 361 (GOVERNMENT CODE SECTION 54953(e) TO CONTINUE TO ALLOW MEMBERS OF THE PUBLIC TO SAFELY PARTICIPATE IN LOCAL GOVERNMENT MEETINGS**

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

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

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

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

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

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

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

WHEREAS, the BA.2 strain of the SARS-CoV-2 virus is overtaking other variants in San Mateo County; and

WHEREAS, San Mateo County, the State of California and the Country in general, are expecting a surge in infection rates due to the BA.2 strain. According to data from the County's Health Administrator and County website, the County is averaging approximately 40 new cases per 100,000 of COVID-19 per day; and

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

WHEREAS, the State of California and the City of Menlo Park continue to follow safety measures in response to COVID-19 as ordered or recommended by the Centers for Disease Control and Prevention (CDC), California Department of Public Health (DPH), and/or County of San Mateo, as applicable, including facial coverings when required; and based upon that guidance, in-person attendance indoors at public meetings continues to present a health risk for certain segments of the population, necessitating the need to reduce the number of in-person meeting attendees; and

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

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

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

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

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Judi A. Herren, City Clerk



## STAFF REPORT

### City Council

Meeting Date:

5/24/2022

Staff Report Number:

22-094-CC

Consent Calendar:

**Adopt a resolution amending City Council Policy CC-22-004 Commissions/Committees Policies and Procedures, Roles and Responsibilities to update the Complete Streets Commission membership**

### Recommendation

Staff recommends that the City Council adopt a resolution (Attachment A) amending City Council Policy CC-22-004 Commissions/Committees Policies and Procedures, Roles and Responsibilities to update the Complete Streets Commission (CSC) membership.

### Policy Issues

According to City Council Policy CC-22-004 Commissions/Committees Policies and Procedures, Roles and Responsibilities, the CSC is comprised of nine members.

### Background

The CSC pilot began in May 2017 as a result of combining the Bicycle and Transportation Commissions (Attachment B.) April 17, 2018, the City Council adopted Resolution No. 6430 (Attachment C) extending the CSC pilot through December 2018. The City Council permanently established the CSC March 5, 2019 (Attachment D.)

All Menlo Park advisory bodies are comprised of seven members, with the exception of the CSC, with nine members.

On April 26, 2022, the City Council made appointments to various advisory bodies, including the CSC. The City received three applications for the four CSC vacancies. The City Council made two appointments, retained two vacant seats on the CSC, and directed staff to return with an item related to the CSC membership size.

At the March 9, 2022, CSC meeting, the Commission discussed advantages and disadvantages of having nine members and by a 7-0 (Jensen and King absent) vote, recommended to the City Council to maintain the CSC as a nine member body (Attachment E.)

### Analysis

City Council Policy CC-22-004 Commissions/Committees Policies and Procedures, Roles and Responsibilities is proposed to be revised to update the CSC members from nine to seven. Currently, there are two vacancies on the CSC. Should the City Council modify the CSC membership from nine to seven, there would be no impact to the current advisory body member terms and the two remaining vacancies will

be removed.

The current CSC members are:

- Altman, Brian – District 4
- Behroozi, Katie – District 2
- Cebrian, Jacqueline – District 1
- Cole, Sally – District 4
- Jensen, Jk – District 3
- King, Lizbeth – District 5
- Kollmann, Christopher – District 3

### **Impact on City Resources**

There is no impact on City resources.

### **Environmental Review**

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

### **Public Notice**

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

### **Attachments**

- A. Resolution and Exhibit A
- B. Resolution No. 6377
- C. Resolution No. 6430
- D. Resolution No. 6477
- E. Hyperlink – March 9, 2022, CSC minutes: [menlopark.org/files/sharedassets/public/agendas-and-minutes/complete-streets-commission/2022-meetings/minutes/20220309-complete-streets-commission-minutes.pdf](https://menlopark.org/files/sharedassets/public/agendas-and-minutes/complete-streets-commission/2022-meetings/minutes/20220309-complete-streets-commission-minutes.pdf)

Report prepared by:  
Judi A. Herren, City Clerk

**RESOLUTION NO. XXXX**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
AMENDING CITY COUNCIL POLICY CC-22-004  
COMMISSIONS/COMMITTEES POLICIES AND PROCEDURES, ROLES AND  
RESPONSIBILITIES TO UPDATE THE COMPLETE STREET COMMISSION  
MEMBERSHIP SIZE**

WHEREAS, the current membership size of the Complete Streets Commission is nine; and

WHEREAS, the remaining Menlo Park advisory bodies are comprised of seven members; and

WHEREAS, the City Council desires to update the Complete Street Commission membership from nine to seven.

NOW, THEREFORE, IT IS RESOLVED, that City Council Policy CC-22-004 Commissions/Committees Policies and Procedures, Roles and Responsibilities is hereby amended to reduce the Complete Streets Commission membership from nine to seven, as set forth in Exhibit A.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

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

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Judi A. Herren, City Clerk

Exhibits:

- A. City Council Policy CC-22-004 Commissions/Committees Policies and Procedures, Roles and Responsibilities

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

City Council Policy #CC-22-004  
Adopted ~~March 8~~ May 24, 2022  
Resolution No. ~~6748~~ XXXX



<b>Purpose</b>
To define policies and procedures and roles and responsibilities for Menlo Park appointed commissions and committees.
<b>Authority</b>
Upon its original adoption, this policy replaced the document known as "Organization of Advisory Commissions of the City of Menlo Park."
<b>Background</b>
<p>The City of Menlo Park currently has seven active Commissions and Committees. The active advisory bodies are: Complete Streets Commission, Environmental Quality Commission, Finance and Audit Committee, Housing Commission, Library Commission, Parks and Recreation Commission, and Planning Commission. Those not specified in the City Code are established by City Council ordinance or resolution. Most of these advisory bodies are established in accordance with Resolution 2801 and its amendments. Within specific areas of responsibility, each advisory body has a primary role of advising the City Council on policy matters or reviewing specific issues and carrying out assignments as directed by the City Council or prescribed by law.</p> <p>Six of the seven commissions and committees listed above are advisory in nature. The Planning Commission is both advisory and regulatory and organized according to the City Code (Ch. 2.12) and State statute (Government Code 65100 et seq., 65300-65401).</p> <p>The City has an adopted Anti-Harassment and Non-Discrimination Policy (CC-95-001), and a Travel and Expense Policy (CC-91-002), which are also applicable to all advisory bodies.</p>
<b>Policies and Procedures</b>
<p><u>Relationship to City Council, staff and media</u></p> <ul style="list-style-type: none"> <li>• Upon referral by the City Council, the commission/committee shall study referred matters and return their recommendations and advise to the City Council. With each such referral, the City Council may authorize the City staff to provide certain designated services to aid in the study.</li> <li>• Upon its own initiative, the commission/committee shall identify and raise issues to the City Council's attention and from time to time explore pertinent matters and make recommendations to the City Council.</li> <li>• At a request of a member of the public, the commission/committee may consider appeals from City actions or inactions in pertinent areas and, if deemed appropriate, report and make recommendations to the City Council.</li> <li>• Each commission/committee is required to develop an annual work plan which will be the foundation for the work performed by the advisory body in support of City Council annual work plan. The plan, once finalized by a majority of the commission/committee, will be formally presented to the City Council for direction and approval no later than September 30 of each year and then reported out on by a representative of the advisory body at a regularly scheduled City Council meeting at least annually, but recommended twice a year. The proposed work plan must align with the City Council's adopted work plan. When modified, the work plan must be taken to the City Council for approval. The Planning Commission is exempt from this requirement as its functions are governed by the Menlo Park municipal code (Chapter 2.12) and State law (Government Code 65100 et seq, 65300-65401).</li> <li>• Commissions and committees shall not become involved in the administrative or operational matters of City departments. Members may not direct staff to initiate major programs, conduct large studies or establish department policy. City staff assigned to furnish staff services shall be available to provide general staff assistance, such as preparation of agenda/notice materials and minutes, general review of department programs and activities, and to perform limited studies, program reviews, and other services of a general staff nature. Commissions/Committees may not establish department work programs or determine department program priorities. The responsibility for setting policy and allocating scarce City resources rests with the City's duly elected representatives, the City Council.</li> <li>• Additional or other staff support may be provided upon a formal request to the City Council.</li> <li>• The staff liaison shall act as the commission/committee's lead representative to the media concerning matters before the commission/committee. Commission/Committee members should refer all media inquiries to their respective liaisons for response. Personal opinions and comments may be expressed so long as the commission/committee member clarifies that his or her statements do not represent the position of the City Council.</li> <li>• Commission/Committee members will have mandatory training every two years regarding the Brown Act and</li> </ul>



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

City Council Policy #CC-22-004

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

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

### Role of City Council commission/committee liaison

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

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

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

### City Staff Liaison

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

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

### Recommendations, requests and reports

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

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

City Council referrals

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

Public appearance of commission/committee members

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

Disbanding of advisory body

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

Meetings and officers

1. *Agendas/notices/minutes*

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

2. *Conduct and parliamentary procedures*

- Unless otherwise specified by State law or City regulations, conduct of all meetings shall generally follow Robert's Rules of Order.
- A majority of commission/committee members shall constitute a quorum and a quorum must be seated before official action is taken.
- The chair of each commission/committee shall preside at all meetings and the vice chair shall assume the duties of the chair when the chair is absent.
- The role of the commission/committee chair (according to Roberts Rules of Order): To open the session at the time at which the assembly is to meet, by taking the chair and calling the members to order; to announce the business before the assembly in the order in which it is to be acted upon; to recognize members entitled to the floor; to state and put to vote all questions which are regularly moved, or necessarily arise in the course of the proceedings, and to announce the result of the vote; to protect the assembly from annoyance from evidently frivolous or dilatory motions by refusing to recognize them; to assist in the expediting of business in every compatible with the rights of the members, as by allowing brief remarks when undebatable motions are pending, if s/he thinks it advisable; to restrain the members when engaged in debate, within the rules of order, to enforce on all occasions the observance of order and decorum among the members, deciding all questions of order (subject to an appeal to the assembly by any two members) unless when in doubt he prefers to submit the question for the decision of the assembly; to inform the assembly when necessary, or when referred to for the purpose, on a point of order to practice pertinent to pending business; to authenticate by his/her signature, when necessary, all the acts, orders, and proceedings of the assembly declaring it will and in all things obeying its commands.

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3. *Lack of a quorum*

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

4. *Meeting locations and dates*

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

The schedule of Commission/Committee meetings is as follows:

- Complete Streets Commission – Every second Wednesday at 7 p.m.
- Environmental Quality Commission – Every third Wednesday at 6:00 p.m.
- Finance and Audit Committee – Third Wednesday of every quarter at 5:30 p.m.,
- Housing Commission – Every first Wednesday at 6:30 p.m.
- Library Commission – Every third Monday at 6:30 p.m.
- Parks and Recreation Commission – Every fourth Wednesday at 6:30 p.m.
- Planning Commission – Twice a month at 7 p.m.

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

5. *Off-premises meeting participation*

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

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

6. *Selection of chair and vice chair*

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

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**G. Memberships**

*Appointments/Oaths*

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

*Application and selection process*

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

*Attendance*

- An Attendance Policy (CC-91-001), shall apply to all advisory bodies. Provisions of this policy are listed below.
- A compilation of attendance will be submitted to the City Council at least annually listing absences for all commissions/committee members.
- Absences, which result in attendance at less than two-thirds of their meetings during the calendar year, will be reported to the City Council and may result in replacement of the member by the City Council.
- Any member who feels that unique circumstances have led to numerous absences can appeal directly to the City Council for a waiver of this policy or to obtain a leave of absence.
- While it is expected that members be present at all meetings, the chair and staff liaison should be notified if a member knows in advance that he/she will be absent.
- When reviewing commissioners for reappointment, overall attendance at full commission meetings will be given significant consideration.

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*Compensation*

- Members shall serve without compensation (unless specifically provided) for their services, provided, however, members shall receive reimbursement for necessary travel expenses and other expenses incurred on official duty when such expenditures have been authorized by the City Council (See Policy CC-91-002).

*Conflict of interest and disclosure requirements*

- A Conflict of Interest Code has been updated and adopted by the City Council and the Community Development Agency pursuant to Government Code §87300 et seq. Copies of this Code are filed with the city clerk. Pursuant to the adopted Conflict of Interest Code, members serving on the Planning Commission are required to file a Statement of Economic Interest with the city clerk to disclose personal interest in investments, real property and income. This is done within 30 days of appointment and annually thereafter. A statement is also required within 30 days after leaving office.
- If a public official has a conflict of interest, the Political Reform Act may require the official to disqualify himself or herself from making or participating in a governmental decision, or using his or her official position to influence a governmental decision. Questions in this regard may be directed to the city attorney.
- In accordance with Resolution No. 6622, current and future members of the Complete Streets Commission and Housing Commission, are required to report any and all real property in Menlo Park for impacting land use, real property, and the housing element.

*Qualifications, compositions, number*

- In most cases, members shall be residents of the City of Menlo Park and at least 18 years of age.
- Current members of any other City commission/committee are disqualified for membership, unless the regulations for that advisory body permit concurrent membership. Commission/Committee members are strongly advised to serve out the entirety of the term of their current appointment before seeking appointment on another commission/committee.
- Commission/Committee members shall be permitted to retain membership while seeking any elective office. However, members shall not use the meetings, functions or activities of such bodies for purposes of campaigning for elective office.
- There shall be seven (7) members on each commission/committee ~~with the exception of:~~
- ~~Complete Streets Commission — nine (9) members.~~

*Reappointments, resignations, removals*

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

*Term of office*

- Unless specified otherwise, the term of office for all commission/committee shall be four (4) years unless a resignation or a removal has taken place. The Finance and Audit Committee term of office shall be two (2) years.
- If a person is appointed to fill an unexpired term and serves less than two years, that time will not be considered a full term. However, if a person is appointed to fill an unexpired term and serves two years or more, that time will be considered a full term.
- Terms are staggered to be overlapping four-year terms, so that all terms do not expire in any one year.
- If a member resigns before the end of his/her term, a replacement serves out the remainder of that term.

*Vacancies*

- Vacancies are created due to term expirations, resignations, removals or death.
- Vacancies are listed on the City Council agenda and posted by the city clerk in the City Council Chambers bulletin board and on the city website.
- Whenever an unscheduled vacancy occurs in any commission/committee, a special vacancy notice shall be posted within 20 days after the vacancy occurs. Appointment shall not be made for at least 10 working days

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after posting of the notice (Government Code 54974).

- On or before December 31 of each year, an appointment list of all regular advisory commissions/committees of the City Council shall be prepared by the city clerk and posted in the City Council Chambers bulletin board and on the City's website. This list is also available to the public. (Government Code 54972, Maddy Act).

**Roles and Responsibilities**

Complete Streets Commission

The Complete Streets Commission is charged primarily with advising the City Council on multi-modal transportation issues according to the goals and policies of the City's general plan. This includes strategies to encourage safe travel, improve accessibility, and maintaining a functional and efficient transportation network for all modes and persons traveling within and around the City. The Complete Streets Commission's responsibilities would include:

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

Environmental Quality Commission

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

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

Finance and Audit Committee

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

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

Housing Commission

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

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

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

City Council Policy #CC-22-004

Adopted ~~March 8~~ May 24, 2022

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

Library Commission

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

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

Parks and Recreation Commission

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

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

Planning Commission

The Planning Commission is organized according to State Statute.

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

**Special Advisory Bodies**

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

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

**Procedure history**

Action	Date	Notes
Procedure adoption	1991	Resolution No. 3261
Procedure adoption	2001	
Procedure adoption	2011	
Procedure adoption	2013	Resolution No. 6169
Procedure adoption	2017	Resolution No. 6377

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

City Council Policy #CC-22-004

Adopted ~~March 8~~ May 24, 2022

Resolution No. ~~6718~~ XXXX

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Procedure adoption	6/8/2021	Resolution No. 6631
Procedure adoption	3/1/2022	Resolution No. 6706
Procedure adoption	3/8/2022	Resolution No. 6718
Procedure proposed	5/24/2022	Resolution No. XXXX



**RESOLUTION NO. 6377****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
MENLO PARK AUTHORIZING THE CREATION OF THE  
COMPLETE STREETS COMMISSION FOR A ONE-YEAR  
PERIOD**

WHEREAS, circulation and mobility needs have been identified as a high priority for the coming year; and,

WHEREAS, establishing a one-year pilot of a Complete Street Commission composed of a minimum of seven (7) and a maximum of ten (10) members, all of whom shall be residents who represent varying interests in transportation circulation and safety, was identified to support the City Council's 2017 Work Plan; and,

WHEREAS, the Complete Street Commission will address the following subject areas:

- Coordination of motor vehicle, bicycle, transit, and pedestrian transportation facilities,
- Advising City Council on ways to encourage pedestrian and bicycle safety and accessibility for the City supporting the goals of the General Plan,
- Coordination on providing a citywide safe routes to school plan,
- Review of the proposed circulation plans for major development projects, and
- Coordination with regional transportation systems.

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

NOW, THEREFORE, BE IT RESOLVED, the City Council of Menlo Park does hereby establish the one-year trial of the Complete Streets Commission.

I, Pamela Aguilar, City Clerk of Menlo Park, do hereby certify that the above and foregoing Council Resolution was duly and regularly passed and adopted at a meeting by said Council on the twenty-eighth day of February, 2017, by the following votes:

AYES: Carlton, Keith, Mueller, Ohtaki

NOES: Cline

ABSENT: None

ABSTAIN: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this twenty-eight day of February, 2017.

Pamela Aguilar

Pamela Aguilar, CMC  
City Clerk

**RESOLUTION NO. 6430****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
AUTHORIZING THE EXTENSION OF THE COMPLETE STREETS  
COMMISSION THROUGH DECEMBER 2018**

WHEREAS, circulation and mobility needs have been identified as a high priority for the coming year; and,

WHEREAS, continuing the one-year pilot of a Complete Street Commission composed of a minimum of seven (7) and a maximum of nine (9) members, all of whom shall be residents who represent varying interests in transportation circulation and safety, was identified to support the City Council's 2018 workplan; and,

WHEREAS, the Complete Street Commission will continue to address the following subject areas:

- Coordination of motor vehicle, bicycle, transit, and pedestrian transportation facilities,
- Advising City Council on ways to encourage pedestrian and bicycle safety and accessibility for the City supporting the goals of the General Plan,
- Coordination on providing a citywide safe routes to school plan,
- Review of the proposed circulation plans for major development projects, and
- Coordination with regional transportation systems.

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

NOW, THEREFORE, BE IT RESOLVED, the City Council of Menlo Park does hereby extend the one-year trial of the Complete Streets Commission through December 2018.

I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing Council Resolution was duly and regularly passed and adopted at a meeting by said Council on the seventeenth day of April, 2018, by the following votes:

AYES: Ohtaki, Keith, Carlton

NOES: Mueller, Cline

ABSENT: None

ABSTAIN: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this seventeenth day of April, 2018.

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

**RESOLUTION NO. 6477****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO RESCINDING CITY COUNCIL POLICY NO. CC-01-0004 AND ADOPTING UPDATED COMMISSIONS/COMMITTEES POLICIES AND PROCEDURES, ROLES AND RESPONSIBILITIES POLICY NO. CC-19-0004 AND ESTABLISH THE COMPLETE STREETS COMMISSION AS A PERMANENT COMMISSION**

WHEREAS, this policy defines policies, procedures, and roles and responsibilities for Menlo Park appointed commissions and committees.

WHEREAS, this policy satisfies the requirements of Government Code sections 65100 et seq., 65300-65401, 87300, 54974, and 54972.

WHEREAS, the Complete Street Commission is composed of nine (9) members, all of whom shall be residents who represent varying interests in transportation circulation and safety, was identified to support the City Council's 2018 workplan; and,

WHEREAS, the Complete Street Commission will continue to address the following subject areas:

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

NOW, THEREFORE, IT IS RESOLVED, the City Council of Menlo Park does hereby establish the Complete Streets Commission as a permanent commission.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Menlo Park hereby rescinds policy No. CC-01-0004 and in its place adopts the City of Menlo Park commissions/committees policies and procedures, roles and responsibilities policy No. CC-19-0004 recommended by staff and presented to the City Council on the fifth of March, 2019, incorporated herein as Exhibit A.

I, Judi A. Herren, City Clerk of the City of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the fifth day of March, 2019, by the following vote:

AYES: Carlton, Combs, Nash, Mueller, Taylor

NOES: None

ABSENT: None

ABSTAIN: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this fifth day of March, 2019.

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



# COMMISSIONS/COMMITTEES POLICIES AND PROCEDURES, ROLES AND RESPONSIBILITIES

City Council Procedure #CC-19-0004

Effective 3/5/2019

Resolution No. 6477



<p><b>Purpose</b></p>
<p>To define policies and procedures and roles and responsibilities for Menlo Park appointed commissions and committees.</p>
<p><b>Authority</b></p>
<p>Upon its original adoption, this policy replaced the document known as “Organization of Advisory Commissions of the City of Menlo Park.”</p>
<p><b>Background</b></p>
<p>The City of Menlo Park currently has eight active Commissions and Committees. The active advisory bodies are: Complete Streets Commission, Environmental Quality Commission, Finance and Audit Committee, Housing Commission, Library Commission, Parks and Recreation Commission, Planning Commission, and the Sister City Committee. Those not specified in the City Code are established by City Council ordinance or resolution. Most of these advisory bodies are established in accordance with Resolution 2801 and its amendments. Within specific areas of responsibility, each advisory body has a primary role of advising the City Council on policy matters or reviewing specific issues and carrying out assignments as directed by the City Council or prescribed by law.</p> <p>Seven of the eight commissions and committees listed above are advisory in nature. The Planning Commission is both advisory and regulatory and organized according to the City Code (Ch. 2.12) and State statute (Government Code 65100 et seq., 65300-65401).</p> <p>The City has an adopted Anti-Harassment and Non-Discrimination Policy (CC-95-001), and a Travel and Expense Policy (CC-91-002), which are also applicable to all advisory bodies.</p>
<p><b>Policies and Procedures</b></p>
<p><u>Relationship to City Council, staff and media</u></p> <ul style="list-style-type: none"> <li>• Upon referral by the City Council, the commission/committee shall study referred matters and return their recommendations and advise to the City Council. With each such referral, the City Council may authorize the City staff to provide certain designated services to aid in the study.</li> <li>• Upon its own initiative, the commission/committee shall identify and raise issues to the City Council's attention and from time to time explore pertinent matters and make recommendations to the City Council.</li> <li>• At a request of a member of the public, the commission/committee may consider appeals from City actions or inactions in pertinent areas and, if deemed appropriate, report and make recommendations to the City Council.</li> <li>• Each commission/committee is required to develop an annual work plan which will be the foundation for the work performed by the advisory body in support of City Council annual work plan. The plan, once finalized by a majority of the commission/committee, will be formally presented to the City Council for direction and approval no later than September 30 of each year and then reported out on by a representative of the advisory body at a regularly scheduled City Council meeting at least annually, but recommended twice a year. The proposed work plan must align with the City Council's adopted work plan. When modified, the work plan must be taken to the City Council for approval. The Planning Commission is exempt from this requirement as its functions are governed by the Menlo Park municipal code (Chapter 2.12) and State law (Government Code 65100 et seq, 65300-65401).</li> <li>• Commissions and committees shall not become involved in the administrative or operational matters of City departments. Members may not direct staff to initiate major programs, conduct large studies or establish department policy. City staff assigned to furnish staff services shall be available to provide general staff assistance, such as preparation of agenda/notice materials and minutes, general review of</li> </ul>

department programs and activities, and to perform limited studies, program reviews, and other services of a general staff nature. Commissions/Committees may not establish department work programs or determine department program priorities. The responsibility for setting policy and allocating scarce City resources rests with the City's duly elected representatives, the City Council.

- Additional or other staff support may be provided upon a formal request to the City Council.
- The staff liaison shall act as the commission/committee's lead representative to the media concerning matters before the commission/committee. Commission/Committee members should refer all media inquiries to their respective liaisons for response. Personal opinions and comments may be expressed so long as the commission/committee member clarifies that his or her statements do not represent the position of the City Council.
- Commission/Committee members will have mandatory training every two years regarding the Brown Act and parliamentary procedures, anti-harassment training, ethics training, and other training required by the City Council or State Law. The commission/committee members may have the opportunity for additional training, such as training for chair and vice chair. Failure to comply with the mandatory training will be reported to the City Council and may result in replacement of the member by the City Council.
- Requests from commission/committee member(s) determined by the staff liaison to take one hour or more of staff time to complete, must be directed by the City Council.

#### Role of City Council commission/committee liaison

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

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

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

#### City Staff Liaison

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

- Developing a rapport with the Chair and commission/committee members
- Providing a schedule of meetings to the City Clerk's Office and commission/committee members, arranging meeting locations, maintaining the minutes and other public records of the meeting, and preparing and distributing appropriate information related to the meeting agenda.
- Advising the commission/committee on directions and priorities of the City Council.
- Informing the commission/committee of events, activities, policies, programs, etc. occurring within the scope of the commission/committee's function.
- Ensuring the City Clerk is informed of all vacancies, expired terms, changes in offices, or any other changes to the commission/committee.

- Providing information to the appropriate appointed official including reports, actions, and recommendations of the committee/commission and notifying them of noncompliance by the commission/committee or chair with City policies.
- Ensuring that agenda items approved by the commission/committee are brought forth in a timely manner taking into consideration staff capacity, City Council priorities, the commission/committee work plan, and other practical matters such as the expense to conduct research or prepare studies, provided appropriate public notification, and otherwise properly prepare the item for commission/committee consideration.
- Take action minutes; upon agreement of the commission, this task may be performed by one of the members (staff is still responsible for the accuracy and formatting of the minutes)
- Maintain a minute book with signed minutes

#### Recommendations, requests and reports

As needed, near the beginning of City Council meetings, there will be an item called "Commission/Committee Reports." At this time, commissions/committees may present recommendations or status reports and may request direction and support from the City Council. Such requests shall be communicated to the staff liaison in advance, including any written materials, so that they may be listed on the agenda and distributed with the agenda packet. The materials being provided to the City Council must be approved by a majority of the commission/committee at a commission/committee meeting before submittal to the City Council. The City Council will receive such reports and recommendations and, after suitable study and discussion, respond or give direction.

#### City Council referrals

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

#### Public appearance of commission/committee members

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

#### Disbanding of advisory body

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

#### Meetings and officers

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

- All meetings shall be open and public and shall conduct business through published agendas, public notices and minutes and follow all of the Brown Act provisions governing public meetings. Special, canceled and adjourned meetings may be called when needed, subject to the Brown Act provisions.
- Support staff for each commission/committee shall be responsible for properly noticing and posting all regular, special, canceled and adjourned meetings. Copies of all meeting agendas, notices and minutes shall be provided to the City Council, City Manager, City Attorney, City Clerk and other



appropriate staff, as requested.

- Original agendas and minutes shall be filed and maintained by support staff in accordance with the City's adopted records retention schedule.
- The official record of the commissions/committees will be preserved by preparation of action minutes.

2. *Conduct and parliamentary procedures*

- Unless otherwise specified by State law or City regulations, conduct of all meetings shall generally follow Robert's Rules of Order.
- A majority of commission/committee members shall constitute a quorum and a quorum must be seated before official action is taken.
- The chair of each commission/committee shall preside at all meetings and the vice chair shall assume the duties of the chair when the chair is absent.
- The role of the commission/committee chair (according to Roberts Rules of Order): To open the session at the time at which the assembly is to meet, by taking the chair and calling the members to order; to announce the business before the assembly in the order in which it is to be acted upon; to recognize members entitled to the floor; to state and put to vote all questions which are regularly moved, or necessarily arise in the course of the proceedings, and to announce the result of the vote; to protect the assembly from annoyance from evidently frivolous or dilatory motions by refusing to recognize them; to assist in the expediting of business in every compatible with the rights of the members, as by allowing brief remarks when undebatable motions are pending, if s/he thinks it advisable; to restrain the members when engaged in debate, within the rules of order, to enforce on all occasions the observance of order and decorum among the members, deciding all questions of order (subject to an appeal to the assembly by any two members) unless when in doubt he prefers to submit the question for the decision of the assembly; to inform the assembly when necessary, or when referred to for the purpose, on a point of order to practice pertinent to pending business; to authenticate by his/her signature, when necessary, all the acts, orders, and proceedings of the assembly declaring it will and in all things obeying its commands.

3. *Lack of a quorum*

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

4. *Meeting locations and dates*

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

The schedule of Commission/Committee meetings is as follows:

- Complete Streets Commission – Every second Wednesday at 7 p.m.
- Environmental Quality Commission – Every third Wednesday at 6:00 p.m.
- Finance and Audit Committee – Third Wednesday of every quarter at 5:30 p.m.,
- Housing Commission – Every first Wednesday at 6:30 p.m.
- Library Commission – Every third Monday at 6:30 p.m.
- Parks and Recreation Commission – Every fourth Wednesday at 6:30 p.m.
- Planning Commission – Twice a month at 7 p.m.
- Sister City Committee – Quarterly; Date and time to be determined

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

5. *Off-premises meeting participation*

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

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

6. *Selection of chair and vice chair*

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

G. Memberships

*Appointments/Oaths*

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

*Application and selection process*

- The application process begins when a vacancy occurs due to term expiration, resignation, removal or death of a member.
- The application period will normally run for a period of four weeks from the date the vacancy occurs.

If there is more than one concurrent vacancy in a Commission, the application period may be extended. Applications are available from the City Clerk's office and on the City's website.

- The City Clerk shall notify members whose terms are about to expire whether or not they would be eligible for reappointment. If reappointment is sought, an updated application will be required.
- Applicants are required to complete and return the application form for each commission/committee they desire to serve on, along with any additional information they would like to transmit, by the established deadline. Applications sent by email are accepted; however, the form submitted must be signed.
- After the deadline of receipt of applications, the City Clerk shall schedule the matter at the next available regular City Council meeting. All applications received will be submitted and made a part of the City Council agenda packet for their review and consideration. If there are no applications received by the deadline, the City Clerk will extend the application period for an indefinite period of time until sufficient applications are received.
- Upon review of the applications received, the City Council reserves the right to schedule or waive interviews, or to extend the application process in the event insufficient applications are received. In either case, the City Clerk will provide notification to the applicants of the decision of the City Council.
- If an interview is requested, the date and time will be designated by the City Council. Interviews are open to the public.
- The selection/appointment process by the City Council shall be conducted open to the public. Nominations will be made and a vote will be called for each nomination. Applicants receiving the highest number of affirmative votes from a majority of the City Council present shall be appointed.
- Following a City Council appointment, the City Clerk shall notify successful and unsuccessful applicants accordingly, in writing. Appointees will receive copies of the City's Non-Discrimination and Sexual Harassment policies, and disclosure statements for those members who are required to file under State law as designated in the City's Conflict of Interest Code. Copies of the notification will also be distributed to support staff and the commission/committee chair.
- An orientation will be scheduled by the City Clerk following an appointment (but before taking office) and a copy of this policy document will be provided at that time.

#### *Attendance*

- An Attendance Policy (CC-91-001), shall apply to all advisory bodies. Provisions of this policy are listed below.
- A compilation of attendance will be submitted to the City Council at least annually listing absences for all commissions/committee members.
- Absences, which result in attendance at less than two-thirds of their meetings during the calendar year, will be reported to the City Council and may result in replacement of the member by the City Council.
- Any member who feels that unique circumstances have led to numerous absences can appeal directly to the City Council for a waiver of this policy or to obtain a leave of absence.
- While it is expected that members be present at all meetings, the chair and staff liaison should be notified if a member knows in advance that he/she will be absent.
- When reviewing commissioners for reappointment, overall attendance at full commission meetings will be given significant consideration.

#### *Compensation*

- Members shall serve without compensation (unless specifically provided) for their services, provided, however, members shall receive reimbursement for necessary travel expenses and other expenses incurred on official duty when such expenditures have been authorized by the City Council (See Policy CC-91-002).

*Conflict of interest and disclosure requirements*

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

*Qualifications, compositions, number*

- In most cases, members shall be residents of the City of Menlo Park and at least 18 years of age.
- Current members of any other City commission/committee are disqualified for membership, unless the regulations for that advisory body permit concurrent membership. Commission/Committee members are strongly advised to serve out the entirety of the term of their current appointment before seeking appointment on another commission/committee.
- Commission/Committee members shall be permitted to retain membership while seeking any elective office. However, members shall not use the meetings, functions or activities of such bodies for purposes of campaigning for elective office.
- There shall be seven (7) members on each commission/committee with the exception of:
  - Finance and Audit Committee – five (5) members
  - Housing Commission – seven (7) members
  - Complete Streets Commission – nine (9) members
  - Library Commission – eleven (11) members

*Reappointments, resignations, removals*

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

*Term of office*

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

### *Vacancies*

- Vacancies are created due to term expirations, resignations, removals or death.
- Vacancies are listed on the City Council agenda and posted by the City Clerk in the City Council Chambers bulletin board and on the city website.
- Whenever an unscheduled vacancy occurs in any commission/committee, a special vacancy notice shall be posted within 20 days after the vacancy occurs. Appointment shall not be made for at least 10 working days after posting of the notice (Government Code 54974).
- On or before December 31 of each year, an appointment list of all regular advisory commissions/committees of the City Council shall be prepared by the City Clerk and posted in the City Council Chambers bulletin board and on the City's website. This list is also available to the public. (Government Code 54972, Maddy Act).

## **Roles and Responsibilities**

### Complete Streets Commission

The Complete Streets Commission is charged primarily with advising the City Council on multi-modal transportation issues according to the goals and policies of the City's general plan. This includes strategies to encourage safe travel, improve accessibility, and maintaining a functional and efficient transportation network for all modes and persons traveling within and around the City. The Complete Streets Commission's responsibilities would include:

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

### Environmental Quality Commission

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

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

### Finance and Audit Committee

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

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

#### Housing Commission

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

- Community attitudes about housing (range, distribution, racial, social-economic problems)
- Programs for evaluating, maintaining, and upgrading the distribution and quality of housing stock in the City
- Planning, implementing and evaluating City programs under the Housing and Community Development Act of 1974
- Members serve with staff on a loan review committee for housing rehabilitation programs and a first time homebuyer loan program
- Review and recommend to the City Council regarding the Below Market Rate (BMR) program
- Initiate, review and recommend on housing policies and programs for the City
- Review and recommend on housing related impacts for environmental impact reports
- Review and recommend on State and regional housing issues
- Review and recommend on the Housing Element of the General Plan
- The five most senior members of the Housing Commission also serve as the members of the Relocation Appeals Board (City Resolution 4290, adopted June 25, 1991).

#### Library Commission

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

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

#### Parks and Recreation Commission

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

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

#### Planning Commission

The Planning Commission is organized according to State Statute.

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

Sister City Committee

The Sister City Committee is primary charged with promoting goodwill, respect and cooperation by facilitating cultural, educational and economic exchanges

- Develop a mission statement and program plan consisting of projects, exhibits, contacts and exchanges of all types to foster and promote the objectives of the mission statement
- Implement the approved program plan upon request of the City Council
- Keep the community informed concerning the Sister City program
- Advise the City Council on matters pertaining to any sister city affairs
- Perform other duties as may be assigned to the committee by the City Council

**Special Advisory Bodies**

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

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



**STAFF REPORT**

**City Council**

**Meeting Date:**

**5/24/2022**

**Staff Report Number:**

**22-096-CC**

**Consent Calendar:**

**Authorize the city manager to enter into an agreement with EOA, Inc. to perform business inspections per the City's stormwater municipal regional permit**

**Recommendation**

Staff recommends that the City Council authorize the city manager to enter into a three-year agreement (Attachment A) with EOA, Inc. (EOA) to perform business inspections per the City's stormwater municipal regional permit up to the authorized budget each fiscal year. The three-year agreement would begin in fiscal year 2022-23, up to an authorized budget of \$78,250. Staff also recommends an option to extend the agreement on an annual basis for up to three additional years up to the authorized budget.

**Policy Issues**

The recommended action is consistent with Ordinance No. 859 (Municipal Code Chapter 7.42), "stormwater management program," which sets to protect and enhance the water quality of our watercourses, water bodies and wetlands in a manner pursuant to and consistent with the Clean Water Act.

Specifically, the stormwater management program ensures the future health, safety and general welfare of City residents by:

- Eliminating non-stormwater discharges to the municipal separate storm sewer;
- Controlling the discharge to municipal separate storm sewers from spills, dumping or disposal of materials other than stormwater; and
- Reducing pollutants in stormwater discharges to the maximum extent practicable.

**Background**

The San Francisco Bay Municipal Regional Stormwater National Pollutant Discharge Elimination System Permit Order No. R2-2015-0049 (Regional Permit) outlines the State's requirements for municipal agencies to address the water quality and flow-related impacts of stormwater runoff. It is a comprehensive permit, which requires activities related to construction sites, industrial sites, illegal discharges and illicit connections, new development and municipal operations. It also requires a public education program, implementing targeted pollutant reduction strategies, and a monitoring program to help characterize local water quality conditions to evaluate the overall effectiveness of the permit's implementation.

The San Mateo Countywide Water Pollution Prevention Program is a partnership of the City/County Association of Governments, the County of San Mateo, and 20 incorporated cities and towns in the county. The Countywide Program was established in 1990 to reduce the pollution carried by stormwater into local creeks, the San Francisco Bay, and the Pacific Ocean, and it implements some of the Regional Permit requirements on behalf of the municipalities, including the City of Menlo Park, while other requirements are addressed by the municipalities themselves.



Provision C.4 of the Regional Permit (Industrial and Commercial Site Control) requires each municipality to implement an industrial and commercial site control program at all sites that could reasonably be considered to cause or contribute to stormwater runoff pollution, with inspections and effective follow-up and enforcement to abate actual or potential pollution sources. Every fiscal year, the City is required to conduct approximately 150 industrial and commercial stormwater inspections. Between September 2011 and December 2017, San Mateo County Environmental Health provided inspection services on behalf of the City, but opted to no longer provide that service to any cities in the County due to insufficient staffing and funding. On January 23, 2018, the City Council approved an agreement with EOA to provide inspection services for fiscal year 2017-18 with an option to extend the agreement on an annual basis for up to three additional years. The agreement was paused for part of fiscal year 2019-20 and fiscal year 2020-21 due to Covid-19, and extended for a third for fiscal year 2021-22.

### **Analysis**

- In order to continue to meet the Regional Permit Provision C.4 inspection requirement, staff released a request for proposal April 15, 2022. Three proposals were received with annual costs ranging between \$63,345 and \$78,250, with EOA's proposal being the most comprehensive and therefore the highest cost. Staff reviewed each proposal and recommends EOA for several reasons: Provision C.4 Industrial and Commercial Site Control for over 20 years.
- EOA has a unique understanding of the City of Menlo Park's Commercial and Industrial Stormwater Control Program as required by the current San Francisco Bay Municipal Regional Stormwater NPDES Permit Order No. R2-2015-0049 and the next Municipal Regional Permit 3.0 that will be effective July 1, 2022.
- EOA has performed business inspections for the City since 2018 and is familiar with the City's Business Inspection Plan and Enforcement Response Plan.
- EOA's proposed scope of work demonstrated superior understanding of the Countywide and City's stormwater program.
- EOA's hourly billing rates are consistent with industry standards and the City's actual costs accrue on a time and materials basis. EOA's proposal includes follow-up inspections and illicit discharge inspections which may not be needed, so the City normally spends less for this contract each fiscal year to complete stormwater business inspections than budgeted. For example, in fiscal year 2021-22, EOA's actual costs were around \$45,000 even though the City budgeted around \$61,000. For each of the last five years, EOA's actual costs ranged between 50 percent and 79 percent of budgeted amounts.

EOA's responsibility would be to create inspection schedules, notify businesses in advance about an upcoming inspection, perform inspections and document findings, educate and distribute best management practices literature as needed, and maintain the inspection database. In addition, they may conduct illicit discharge inspections on an as needed basis. The scope of services to perform business inspections is shown in Attachment B.

### **Impact on City Resources**

Per the City's Fiscal Policy (User Fee Cost Recovery), stormwater inspections would fall under "high recovery costs" between 70-100 percent since they are regulatory in nature. To recover costs, staff invoices businesses directly for the service.

The three-year agreement would begin in fiscal year 2022-23, with EOA's costs increasing annually not more than the Bay Area's Engineering News Record – Construction Cost Index (ENR-CCI.) Staff is also

recommending an option to extend the agreement on a fiscal year basis for up to three additional years with EOA's costs increasing annually not more than the ENR-CCI. Staff will include contract business inspection costs in the annual budget process.

### **Environmental Review**

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it has no potential for resulting in any direct or indirect physical change in the environment.

### **Public Notice**

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

### **Attachments**

- A. Agreement
- B. Scope of work

Report prepared by:

Scott Jaw, Assistant Engineer

Pam Lowe, Senior Civil Engineer

Report reviewed by:

Tanisha Werner, Assistant Public Works Director - Engineering

**PROFESSIONAL SERVICES AGREEMENT**

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



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

#### 4. COMPENSATION AND PAYMENT

- A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed \$78,250 as described in Exhibit "A," Scope of Services. All payments shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.
- B. FIRST PARTY's fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.
- C. Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, the FIRST PARTY shall submit a statement describing the services performed to CITY. This statement shall include, at a minimum, the project title, agreement number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.
- D. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY's relevant records pertaining to the charges.

#### 5. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

## 7. INDEPENDENT WORK CONTROL

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

## 8. CONSULTANT QUALIFICATIONS

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

## 9. NOTICES

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

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

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

Ray Goebel  
EOA, Inc.

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

## 10. HOLD HARMLESS

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

## 11. INSURANCE

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

## 12. PAYMENT OF PERMITS/LICENSES

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

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

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

## 14. OWNERSHIP OF WORK PRODUCT

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

## 15. REPRESENTATION OF WORK

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

## 16. TERMINATION OF AGREEMENT

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

**17. INSPECTION OF WORK**

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

**18. COMPLIANCE WITH LAWS**

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

**19. BREACH OF AGREEMENT**

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

**20. SEVERABILITY**

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

**21. CAPTIONS**

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

**22. LITIGATION OR ARBITRATION**

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

**23. RETENTION OF RECORDS**

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

**24. TERM OF AGREEMENT**

This agreement shall remain in effect for the period of July 1, 2022 through June 30, 2025 unless extended, amended, or terminated in writing by CITY.



**25. ENTIRE AGREEMENT**

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

**26. STATEMENT OF ECONOMIC INTEREST**

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

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

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

**FOR FIRST PARTY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

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

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Date

**FOR CITY OF MENLO PARK:**

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

\_\_\_\_\_  
Date

**ATTEST:**

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

\_\_\_\_\_  
Date

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

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

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

**A2. COMPENSATION**

CITY shall pay FIRST PARTY an all-inclusive fee of \$78,250 as described in Exhibit "A," Scope of Services. All payments, shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.

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

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

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

**A3. SCHEDULE OF WORK**

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

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

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

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

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

**A5. BILLINGS**

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

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

## EXHIBIT "B" - DISPUTE RESOLUTION

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

## SCOPE OF WORK

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### Task No. 1 – Familiarization with City Documents

EOA, Inc. (EOA) has a unique understanding of the City of Menlo Park's (City) Commercial and Industrial Stormwater Control Program (Stormwater Inspection Program) as currently required by the San Francisco Bay Municipal Regional Stormwater NPDES Permit Order No. R2-2015-0049 (MRP). Since FY 2017-2018, EOA has assisted the City implement its Stormwater Inspection Program by conducting commercial and industrial stormwater inspection on behalf of the City. As a result, EOA staff is very familiar with the City's Business Inspection Plan (BIP), Enforcement Response Plan (ERP) and inspection database. EOA assisted the City with development on the current inspection Access database.

The basis for the City's stormwater inspection program is the City's Stormwater Ordinance. The Ordinance provides the legal authority for the City to inspect businesses, require implementation of appropriate BMPs and require businesses to implement corrective actions. The Ordinance also contains the authority to prohibit and control illicit discharges to the City's municipal separate storm sewer system (MS4). It is important for an inspector in the field to be familiar with the City's Ordinance and understand the source of their authority to inspect a business and require actions. EOA proposes to use its own staff, who are well versed in Ordinance requirements, to conduct stormwater inspections on behalf of the City.

The City's identification and prioritization of businesses for stormwater inspections is documented in the Business Inspection Plan (BIP). EOA assisted with the update of the SMCWPPP BIP Template, which the City used to update its own BIP. Having knowledgeable stormwater business inspectors who understand the larger Program, can benefit the City during this process of updating the BIP businesses prioritization and inspection frequency.

EOA is familiar with the industrial facilities within the City that have filed a Notice of Intent (NOI) to be covered under the State Industrial Stormwater General Permit, Order 2014-0057-DWQ (IGP) and regularly checks the State Water Resources Control Board SMARTS database for changes to this list of facilities and to review applicable documents that would aid inspections, such as the Stormwater Pollution Prevention Plan (SWPPP) and site map. Data on the facilities and NOI are updated in the City's database as needed after each inspection.

We understand that the City may be updating the BIP and ERP after the Municipal Regional Stormwater Permit (MRP) is reissued. The permit is expected to be adopted in May 2022 with an effective date of July 1, 2022. Significant changes are not anticipated but the documents should be reviewed and updated, as needed, to be consistent with the new MRP 3.0 Provision C.4 requirements.

### Task No. 2 – Conduct Stormwater Inspections

The first task will be to request a list of new businesses that have applied for a business license from the City's finance department in the past year and review the SMARTS database for new industrial facilities that have filed for coverage. In addition, the City may provide a list of new business licenses from the City's Finance Department. EOA will review this list of new businesses and determine based on business categories, SIC codes, reviewing Google maps (e.g., identifying home businesses) and googling businesses for more information, if the businesses should be added to the list of stormwater inspections. These businesses will be added to the main facility list, and EOA will prepare a priority list of

businesses to inspect based on the last inspection date and frequency of inspections (annually, every two or three years, or every 5 years). This list will be the priority list scheduled for FY22-23. EOA will repeat these steps every year and provide this priority list of scheduled inspections to the City no later than July 15<sup>th</sup>. EOA will utilize GIS or Google Earth to efficiently group businesses on the priority list, based on locations. Utilizing the inspection due dates and groupings, EOA inspectors will schedule inspection days.

The City anticipates approximately 150 stormwater inspections for FY 22-23. Assuming follow-up second inspections at 10% of the businesses (15) and third inspections at 5% (8), it is estimated that there will be 173 commercial and industrial inspections.

EOA will mail a letter to the businesses due for inspection several weeks in advance, notifying them that a stormwater inspection will occur within the next month. The letter will identify that the inspector is a contractor working on behalf of the City. The inspectors will have copies of the letter available during inspections as well. If the business representative onsite is unaware of the stormwater inspection, the inspector will provide a copy of the letter to facilitate explanation.

Inspectors will be completing the SMCWPPP Facility Stormwater Inspection Form for each inspection. EOA staff is very familiar with this inspection form and has been using the form for stormwater inspections in the City and in other SMCWPPP Permittees' cities. EOA understands the importance of filling this form out accurately and completely, having conducted numerous trainings and reviewing Regional Water Board stormwater business inspection program audit findings in Notices of Violation (NOV) sent to agencies throughout the Bay Area. In addition to the inspection form, inspectors will take photographs of sites to include with the inspection form. Inspectors will also distribute best management practices (BMP) outreach material to businesses, as needed. Examples of outreach materials available from the SMCWPPP [flowstobay.org](http://flowstobay.org) website are a [vehicle service fact sheet](#), [restaurant fact sheet](#), and [general business BMP booklet](#). There are some outreach materials available in different languages that can help Inspectors communicate with business representatives when English is their second language.

During inspections, inspectors will walk the entire perimeter of the facility and identify actual discharges (i.e., evidence of or active non-stormwater discharge) or potential discharges (e.g. ineffective BMPs) from outdoor areas used for material storage, vehicle or equipment fueling, vehicle or equipment maintenance, waste storage and disposal, wash areas, hazardous materials handling or storage, delivery areas or loading docks, process and manufacturing or rooftop equipment, or other outdoor work areas. Inspectors will also note storm drain inlets on site or nearby and inspect for possible illegal/illicit connections. EOA staff are familiar with identifying these types of issues given our extensive work conducting inspections, leading trainings, developing BMP outreach material for commercial businesses and developing Stormwater Pollution Prevention Plans (SWPPPs) for industrial facilities. If the inspector observes an active discharge, steps will be taken to have the facility stop the discharge, or the City will be contacted immediately. If a potential discharge is observed, the inspectors will notify the business contact at the end of the initial inspection, note the violation on the inspection form and take a photo of the issue. Inspectors will request that documentation or photographic evidence of the corrective action(s) for the violation(s) be sent electronically within 10 days or prior to the next rain event, whichever is first. The inspector will send reminder emails or call the business before the end of the 10 days if they do not receive any follow up. If no corrective action is implemented by the end of this

period, the inspector will perform an onsite follow-up inspection (i.e., re-inspection) to verify the status of the corrective actions.

Inspectors will be available to meet with business representatives during normal working hours but will refer businesses to the City for any additional questions beyond the scope of the inspection. If a business representative is not available for the inspection during normal business hours, inspectors will perform an inspection for the visible, accessible portion of the exterior from the public right of way. A copy of the unsigned form, marked “not available” for the facility representative’s signature, will be provided to the business manager.

During inspections at industrial facilities, the inspectors will evaluate if the industry should file a notice of intent (NOI) for coverage under the IGP. The types of facilities required to obtain coverage are defined in Attachment A of the General Permit. If the facility has filed a NOI, the inspector will inspect the site for compliance with the City’s Stormwater Ordinance. However, the inspector may use the General Permit required SWPPP, site map, sampling results and potentially a Qualified Industrial SWPPP Practitioner (QISP) to inform their inspection of the site. If the facility has not filed a NOI, the inspector will document this for the list of non-filers that must be reported to the Regional Water Board in the City’s Stormwater Annual Report or, in MRP 3.0, be made available upon request.

Inspectors will issue enforcement actions (i.e., Verbal Warnings or Notices of Violation) for identified violations based on the City’s Enforcement Response Plan (ERP). EOA assisted with the update of the SMCWPPP ERP Template, which the City used for its most recent update of the ERP, and has assisted other SMCWPPP members develop and/or update their ERPs. When EOA Inspectors issue Verbal Warnings, the inspection form provided to the business contact serves as the documentation of the enforcement action. Verbal Warnings are typically the first enforcement action issued. If there is a major violation or escalation of enforcement action is needed, EOA will immediately inform the City. EOA will prepare the Notice of Violation (NOV) enforcement action documentation for the City Engineer’s signature, as needed.

The MRP requires specific inspection data be tracked in an electronic database or table. EOA staff is very familiar with the City’s current Access inspection database and will enter inspection data into the database following each inspection day. EOA will upload completed scanned Inspection Forms and attach photographs, as needed, titled in the format “123 Address – MMDDYY Inspection type”, to a Dropbox folder, whose link will be provided the City during email updates. The inspection type may be First Inspection or Follow-up Inspection.

For time periods where inspections are conducted, monthly updates will be provided to the City via email by the first day of the month of the following month, or during the first week if inspections were conducted less than two days before. These monthly updates will include a summary table of the inspections conducted to date from the City’s database, including any follow-up or illicit discharge inspection, a list of enforcement actions issued during the month, updates on outstanding enforcement actions from the previous month, the link to the digital Inspection Forms and photos, and a list of inspections tentatively scheduled for the next month. EOA staff will meet with City staff regarding the status of inspections as needed or as directed by City staff.

An Annual Inspection Summary Report will be submitted to the City by June 15<sup>th</sup> each year. The report will include a summary of first and follow-up inspections completed the previous fiscal year. The list will be an Excel table with the name, address, business type, license number (as provided by City), contact

information, inspection date, inspection type and findings. EOA will also provide a summary of the data that is needed to complete the Stormwater Annual Report forms.

EOA inspectors will have the equipment needed to conduct inspections including digital camera, vehicle, mobile phone for immediate contact by the City, valid driver's license and insurance. If sampling is required, the City will provide appropriate sampling containers and equipment. Currently the triplicate SMCWPPP inspection form that require a business representative signature are used in the field, and inspection data is the City's database. If the City develops a data management system that utilizes electronic field forms in the future, EOA will work with City to ensure inspectors have the appropriate equipment (e.g., tablet with Wi-Fi capability).

EOA's overall approach to the stormwater business inspection task is to provide more than just field inspectors who visit businesses, but to actively contribute to the City's Stormwater Program. For example, while in the City's jurisdiction the inspector will be looking for businesses not identified on the Facility Inspection List, reporting illicit discharges observed, providing recommendations for revising business inspection priorities and frequency, and educating businesses on stormwater issues and BMPs.

### **Task No. 3 – Conduct Illicit Discharge Inspections**

EOA staff will conduct illicit discharge inspections at businesses, including mobile businesses, as needed. The City will notify EOA when an illicit discharge inspection is needed at a facility. The Stormwater Facility Inspection Form will be completed and an inspection performed in the same manner as described in Task No. 2. The only difference is that these inspections will be on-demand and reactive inspections instead of scheduled, proactive inspections. EOA is assuming only two illicit discharge inspections a year for budgeting. This estimate was based on only 1 to 3 illicit discharge complaints being reported in the past several years' Stormwater Annual Reports.





**STAFF REPORT**

**City Council**  
**Meeting Date:** 5/24/2022  
**Staff Report Number:** 22-098-CC

**Consent Calendar:** Adopt a resolution of preliminary approval of the engineer's report for the Menlo Park Landscaping Assessment District and adopt a resolution of intention to order the levy and collection of assessments for the Landscaping Assessment District for fiscal year 2022-23

**Recommendation**

Staff recommends that the City Council:

1. Adopt a resolution (Attachment A), the preliminary approval of the engineer's report for the Landscaping Assessment District for fiscal year 2022-23, which proposes: an increase to the tree assessment by approximately three percent, resulting in \$88.72 per single family equivalent per year and an increase to the sidewalk assessment by approximately three percent, resulting in \$47.40 per single family equivalent per year; and
2. Adopt a resolution (Attachment B), the intention to order the levy and collection of assessments for the Landscaping Assessment District for fiscal year 2022-23 pursuant to the Landscaping and Lighting Act of 1972 and set the date for the public hearing for June 28, 2022.

**Policy Issues**

If the City Council does not order the levy and collection of assessments, the impact on City general fund resources would be approximately \$1,117,000. This represents the total amount of the proposed tree and sidewalk assessments. Without the levy, the programs to repair sidewalks, maintain street trees, and sweep streets would be suspended.

**Background**

The Landscaping Assessment District provides funding for the maintenance of street trees, street sweeping and sidewalk repairs due to street tree root damage throughout the City.

Tree maintenance

Between 1960 and 1982, the City had a three-person tree crew to care for City parks, medians and street trees. At that time, the tree crew trimmed street trees as requested by residents. There was no specific long-term plan in place to address tree maintenance. As the street trees grew, it took considerably more effort per tree to provide proper care and the City did not have the resources to keep up with the required maintenance needs.

The voters approved Measure N in 1982 as an advisory measure to the City Council regarding formation of the City Landscaping Assessment District. The Landscaping Assessment District was formalized in 1983 to provide proper street-tree maintenance. Programmatic changes have occurred over the past 39 years to address new regulations and maintain the existing tree canopy. Proper care of the tree canopy continues to

be identified as a priority by residents, the Environmental Quality Commission and the City Council. In 1998, the City expressed concern regarding the declining health of the trees, of which 80 percent were classified as mature trees. Due to the lack of City resources to maintain older trees, there was a growing concern that most of the street trees would fail around the same time. Consequently, the City moved forward in adopting proactive measures to minimize the risk of failure by replacing mature unhealthy trees with younger healthier trees.

In 1998, the City went through a Proposition 218 ballot measure to increase landscape assessment fees. Proposition 218 requires that property owners be given written notice and the opportunity to protest before increasing any property-related fees. The landscape assessment fee increase ballot measure was approved by voters. The approval of this ballot measure resulted in an increased assessment and frequency of the tree trimming/evaluation schedule, from once every seven years to once every five years. In addition, the City implemented a reforestation program with a portion of the Landscaping Assessment District funds in fiscal year 2008-09.

### Street sweeping

Street sweeping is performed throughout the City to remove debris for aesthetic purposes, bicycle and pedestrian safety, and health reasons, as well as compliance with stormwater regulations to improve water quality. Street sweeping work has been performed by contract services since 1992.

### City tree-damaged sidewalk repair

As trees mature, their extensive network of roots inevitably breaks through and uplifts the sidewalk. Without a proactive saw cutting and/or sidewalk removal and replacement program, the sidewalks will deteriorate, become tripping hazards, and be more costly to repair over time.

Before 1990, property owners and the City split the cost of repairing damaged sidewalks by City street trees. Each year, the City entered into individual agreements with approximately 200 property owners to conduct these repairs. The annual cost was a financial burden to some residents on fixed incomes and burdensome for the City to administer; therefore, the City established an assessment for sidewalk repair in 1990 to make the program more cost-effective and efficient to operate. Other damage to sidewalks not caused by city trees remains the responsibility of the adjacent property owner to repair, per municipal code section 13.08.

## **Analysis**

Each fiscal year, the City Council directs the preparation of an engineer's report, budget and proposed assessments before the assessments can be levied. The engineer's report establishes the foundation and justification for the continued collection of the landscape assessments. On March 8, 2022, the City Council adopted resolution No. 6714 directing the preparation of an engineer's report for the Landscaping Assessment District for fiscal year 2022-23. In developing the engineer's report, staff and the consultant reviewed the existing budget and operating needs to maintain street trees and sidewalk repair requirements at the current level of service. The proposed budget and findings from the engineer's report are described below.

### Approval of engineer's report

SCI Consulting Group has completed the preliminary engineer's report (Attachment C) for the Landscaping Assessment District, which includes the proposed fiscal year 2022-23 budget. The budget covers tree maintenance, the City's street sweeping program, and the sidewalk repair program. The report describes in detail the method used for apportioning the total assessment among properties within the Landscaping Assessment District. This method involves identifying the benefit received by each property in relation to a

single-family residence.

Tree maintenance assessment

Staff has contracted with West Coast Arborists since 2004 to perform tree grid trimming, planting and removal, and emergency services as necessary. The grid trimming, which consists of the majority of work performed by West Coast Arborists, involves the pruning of a set number of trees on an annual basis. Currently, the City performs tree grid pruning on a five-year cycle. The grid pruning strategy is common practice within municipal arboriculture, as it becomes cost effective to maintain the trees on a regular basis. When pruning is deferred for longer periods, fast growing trees can become prone to limb failure and hazards, requiring more expensive measures in the long run.

On September 10, 2014, the City Council approved a five-year contract with authorization to extend the contract term for up to five additional years with West Coast Arborists for tree maintenance. The contract with West Coast Arborists expires June 30, 2024. For fiscal year 2022-23, West Coast Arborists requested a five percent increase. This increase is generally consistent with annual engineering news record cost escalation in the San Francisco-San Jose Bay Area each year and an increased demand for tree services due to maintenance being performed by utility companies in response to wildfire risk near electric lines. The Tree Maintenance Program expenditures include the contract for grid tree pruning services, debris removal (includes street sweeping), general operating expenses, vehicle and equipment maintenance and the salaries and benefits associated with the staff time required to manage the program and work on street trees.

The street sweeping contractor, Contract Sweeping Services Inc., is under a five-year contract expiring in June 30, 2023. The contract identifies rates for each fiscal year, and the identified increase for fiscal year 2022-23 is three percent. Currently, a combination of San Mateo County Measure M funds and the landscape assessment fund street sweeping contract services. The Measure M funding, administered by the City/County Association of Governments of San Mateo County, was approved by the voters of San Mateo County in 2010. It imposes an annual fee of \$10 on registered motor vehicles for congestion and water pollution mitigation programs. Based on estimates from City/County Association of Governments, Measure M funding is anticipated to decrease by \$6,000 in fiscal year 2022-23.

As shown in Table 1, a fund balance of approximately \$288,000 is projected to be carried over from fiscal year 2021-22. Per the Landscape and Lighting Act, the assessment is reduced by the projected balance, which is less than or equal to the costs necessary to perform maintenance and services until the County distributes the first assessment payment. The program revenues and expenditures are usually equivalent. However, in the fiscal year 2022-23, the estimated expense for the street tree maintenance includes costs for purchase of tree chipper truck and tree forestry truck, approved by the City Council October 26, 2021. The estimated costs for tree chipper truck and tree forestry truck are \$151,000 and \$343,000, respectively, and 50 percent of the total costs are budgeted to be addressed by the landscape assessment.

Table 1: Tree maintenance assessments Proposed fiscal year 2022-23 budget	
Projected beginning fund balance	\$288,317.99
Estimated revenues:	
Tree assessment revenue	\$794,064.41
General fund contribution	\$341,505.00
Measure M funds	\$140,000.00
<b>Total</b>	<b>\$1,275,569.41</b>
Estimated expenses:	
Street tree maintenance	\$1,039,967.00
Debris removal (including street sweeping services)	\$285,669.00
Administration and County assessment fees	\$163,052.00
<b>Total</b>	<b>\$1,488,688.00</b>
Projected ending fund balance	\$75,199.40

Table 2 summarizes the proposed rates for parcels with and without street trees. The assessment for properties without street trees, but in close proximity to parcels with street trees, is 50 percent of the tree assessment due to the direct benefit of the nearby trees.

Table 2: Annual tree assessment rates Proposed fiscal year 2022-23 (3% increase)		
Property type	Properties with trees	Properties without trees
Single family	\$88.72 per parcel	\$44.36 per parcel
R-2 zone, in use as single family	\$88.72 per parcel	\$44.36 per parcel
Condominium/townhouse	\$79.85 per unit \$399.24 max. per project	\$39.92 per unit \$199.62 max per project
Other multifamily	\$70.98 per unit \$354.88 max per project	\$35.49 per unit \$177.44 max. per project
Commercial	\$88.72 per 1/5 acre \$443.60 max. per project	\$44.36 per 1/5 acre \$221.80 max. per project
Industrial	\$88.72 per 1/5 acre \$443.60 max. per project	\$44.36 per 1/5 acre \$221.80 max. per project
Parks, educational	\$88.72 per parcel	\$44.36 per parcel

Sidewalk assessment

The sidewalk repair program includes sidewalk, curb, gutter and parking strip repair and replacement due to damage cause by street trees. In fiscal year 2022-23, the program has a proposed \$550,000 budget. The program is comprised of two separate contracts, one for sidewalk saw cutting (\$100,000) and the other for sidewalk replacement (\$450,000.) Significant cost increases in this contract are not expected for fiscal year 2022-23. Under the saw cutting program, the City retains a contractor to address minor tripping hazards, which are fixed by performing horizontal saw cuts rather than removing the entire sidewalk section. Since

the City adopted this approach, it has reduced the need for complete concrete removal, which has resulted in significant cost savings and environmental benefits by reducing waste and need for new raw materials for concrete over the years.

For the sidewalk replacement program, the City’s existing contract with Golden Bay Construction will expire at the end of next fiscal year. As a result, staff will enter a bidding process in the fiscal year 2022-23 and anticipates the contract cost to increase by approximately 10 percent due to the rising materials and labor costs in recent years. During the fiscal year 2021-22, approximately 55 to 60 locations were replaced. However, despite increased funding and service levels the last two years, the annual sidewalk replacement needs continue to exceed the budgeted amount and a backlog of requests still exists. While the program has made progress in reducing the number of backlogged locations, approximately 30 locations identified from previous years remain. Staff is recommending a three percent increase to the sidewalk repair assessment to continue addressing ongoing sidewalk maintenance.

Table 3: Sidewalk, curb, gutter, parking strip assessment rates Proposed fiscal year 2022-23 (3% increase)	
	Assessment rate
Parcels with trees	
Sidewalks, curbs, gutters	\$47.40 (per parcel)
Parking strips and gutters	\$47.40 (per parcel)
Curbs and/or gutters only	\$31.76 (per parcel)
No improvements	\$15.64 per parcel)
Parcels without trees	
Parcels with or without improvements	\$15.64 (per parcel)

Table 4: Sidewalk assessments Proposed fiscal year 2022-23 budget	
Projected beginning fund balance	\$76,023.57
Estimated revenues:	
Sidewalk assessment revenue	\$322,994.98
General fund contribution	\$250,000.00
<b>Total</b>	<b>\$572,994.98</b>
Estimated expenses:	
Sidewalk, curb, gutter parking strip repair/replacement	\$550,000.00
<b>Total</b>	<b>\$550,000.00</b>
Projected ending fund balance	\$99,018.55

**Assessment**

The assessments are subject to an annual adjustment based on the engineering news record construction cost index (CCI) for the San Francisco Bay Area. The maximum authorized assessment rate for fiscal year 2022-23, based on current and accumulated unused CCI increases reserved from prior years is summarized in Table 5 below. These increases are legally permissible without additional ballot proceedings. The comparison assessments for single-family properties with City trees and sidewalks levied in fiscal year 2022-23 and the proposed rates for fiscal year 2022-23 are shown in Table 5.

While the ongoing cost of maintenance of trees and sidewalks has significantly increased since the inception of the Landscaping Assessment District, the City has tried to minimize rate increases. Incremental rate increases combined with monies allocated from the general fund ensures the maintenance program remains proactive while maintaining a balanced funding approach.

<b>Assessment</b>	<b>Fiscal year 2021-22 rate</b>	<b>Percent increase</b>	<b>Fiscal year 2022-23 rate</b>	<b>Amount increase</b>	<b>Maximum allowable assessment</b>
Tree assessment	\$86.15	3.0%	\$88.72	\$2.51	\$124.73
Sidewalk assessment	\$46.02	3.0%	\$47.40	\$1.34	\$55.69

If the City Council approves the attached resolutions, staff will publish a legal notice of the assessment public hearing at least 10 days before the hearing, which is tentatively scheduled for June 28, 2022. Once the assessments are confirmed and approved, the levies will be submitted to the County Controller for inclusion onto the property tax roll for fiscal year 2022-23.

**Impact on City Resources**

Funding for the entire tree maintenance, street sweeping and sidewalk repair programs under the Landscaping Assessment District come from a variety of sources, including the carry-over of unspent funds from prior years, annual tax assessment revenues, and contributions from the general fund. If the City Council does not order the rate increase, levy and collection of assessments, the impact on City general fund resources would be \$1,117,059.38 (the total amount of the proposed tree and sidewalk assessments) or the program to repair sidewalks, maintain street trees, and sweep streets would be suspended.

**Environmental Review**

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it has no potential for resulting in any direct or indirect physical change in the environment.

**Public Notice**

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

**Attachments**

- A. Resolution of preliminary approval of the engineer's report
- B. Resolution of intention to order the levy and collection of assessments
- C. Engineer's report dated May 2022

Report prepared by:

Esther Jung, Associate Transportation Engineer

Reviewed by:

Tanisha Werner, Assistant Public Works Director – Engineering

Nicole H. Nagaya, Public Works Director

## RESOLUTION NO. XXXX

**RESOLUTION OF PRELIMINARY APPROVAL OF THE ENGINEER'S REPORT  
FOR THE CITY OF MENLO PARK LANDSCAPING DISTRICT FOR FISCAL  
YEAR 2022-23**

WHEREAS, on the eighth day of March, 2022, the Menlo Park City Council did adopt Resolution No. 6714, directing preparation of the Engineer's Report for the City of Menlo Park Landscaping District (District) for Fiscal Year 2022-23, pursuant to provisions of Article XIID of the California Constitution and the Landscaping and Lighting Act of 1972, in said City and did refer the proposed improvements to SCI Consulting Group and did therein direct SCI Consulting Group to prepare and file with the Clerk of said City a report, in writing, all as therein more particularly described, under and in accordance with Section 22565, *et. seq.*, of the Streets and Highways Code and Article XIID of the California Constitution; and

WHEREAS, said SCI Consulting Group prepared and filed with the City Clerk of said City a report in writing as called for in Resolution No. 6714 and under and pursuant to said Article and Act, which report has been presented to this City Council for consideration; and

WHEREAS, said City Council has duly considered said report and each and every part thereof, and finds that each and every part of said report is sufficient, and that neither said report, nor any part thereof, should be modified in any respect.

NOW, THEREFORE, BE IT RESOLVED THAT IT IS HEREBY FOUND, DETERMINED, and ORDERED, AS FOLLOWS:

1. That the plans and specifications for the existing improvements and the proposed new improvements to be made within the District contained in said report, be, and they are hereby, preliminarily approved;
2. That the Engineer's estimate of the itemized and total costs and expenses of said improvements, maintenance, and servicing thereof, and of the incidental expenses in connection therewith, contained in said report be, and each of them is hereby, preliminarily approved;
3. That the diagram (Exhibit A) showing the exterior boundaries of the District referred to and described in said Resolution No. 6714 and the lines and dimensions of each lot or parcel of land within said District as such lot or parcel of land is shown on the County Assessor's maps for the fiscal year to which the report applies, each of which lot or parcel of land has been given a separate number upon said diagram, as contained in said report be, and it is hereby, preliminarily approved;
4. That the proposed continued assessment of the total amount of the estimated costs and expenses of the proposed improvements upon the several lots or parcels of land in said District in proportion to the estimated benefits to be received by such lots or parcels, respectively, from said improvements including the maintenance or servicing, or both, thereof, and of the expenses incidental thereto, as contained in said report be, and they are hereby, preliminarily approved; and
5. That said report shall stand as the Engineer's Report for the purpose of all subsequent proceedings to be had pursuant to said Resolution No. 6714.



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

AYES:

NOES:

ABSENT:

ABSTAIN:

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

---

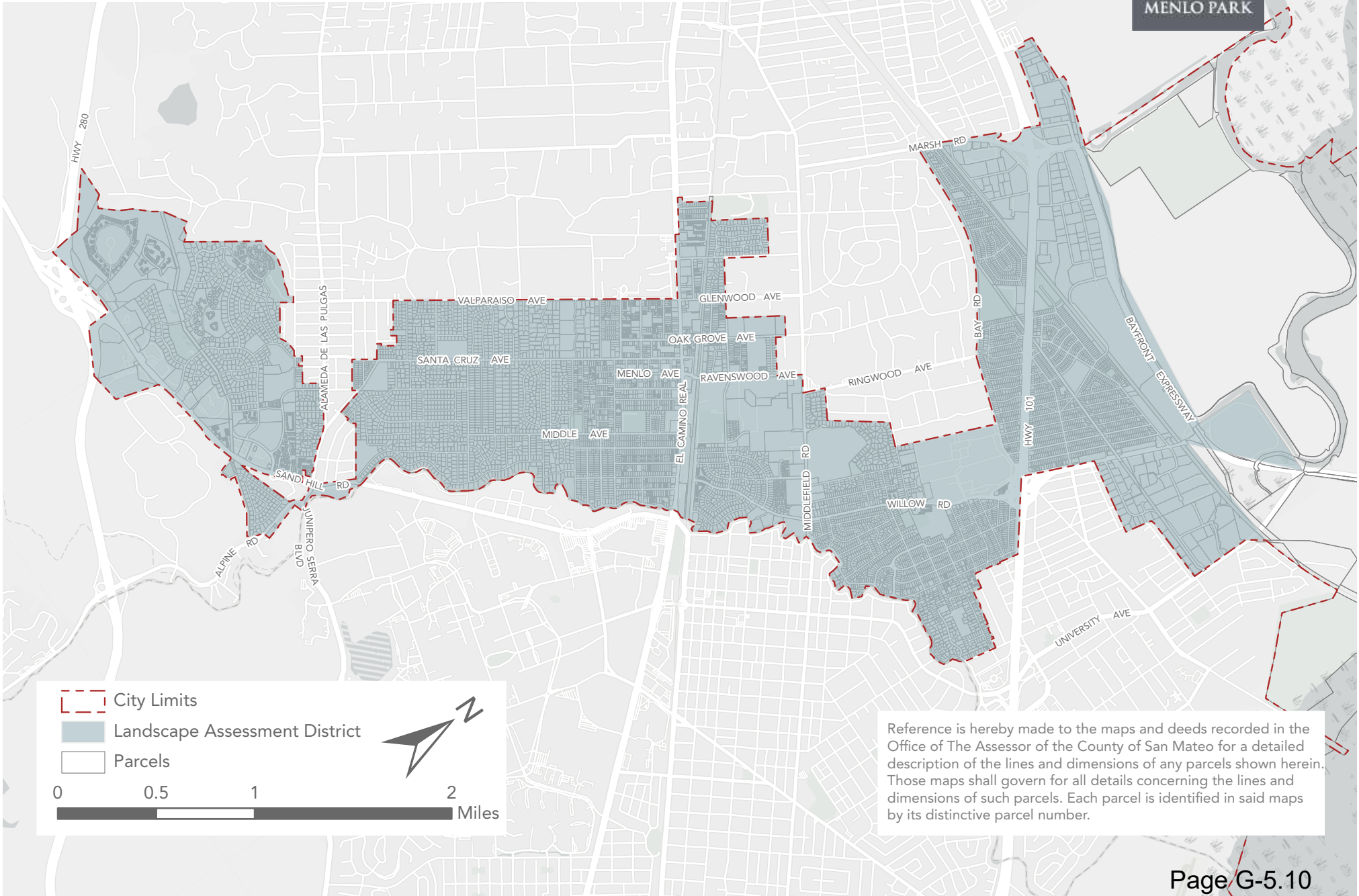
Judi A. Herren, City Clerk

Exhibits:

A. Exterior boundaries of the District



# Landscape Assessment District



City Limits

Landscape Assessment District

Parcels

0 0.5 1 2 Miles

Reference is hereby made to the maps and deeds recorded in the Office of The Assessor of the County of San Mateo for a detailed description of the lines and dimensions of any parcels shown herein. Those maps shall govern for all details concerning the lines and dimensions of such parcels. Each parcel is identified in said maps by its distinctive parcel number.

## RESOLUTION NO. XXXX

**RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK TO ORDER THE CONTINUATION AND COLLECTION OF ASSESSMENTS FOR THE CITY OF MENLO PARK LANDSCAPING DISTRICT FOR FISCAL YEAR 2022-23 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972**

WHEREAS, pursuant to Resolution No. 6714 directing the preparation of the Engineer's Report for Fiscal Year 2022-23 for the City of Menlo Park Landscaping District, adopted on March 8, 2022, by the City Council of Menlo Park; and

WHEREAS pursuant to provisions of Article XIID of the California Constitution and the Landscaping and Lighting Act of 1972, SCI Consulting Group for said City has prepared and filed with the City Clerk of this City the written report called for under and in accordance with Section 22565, *et. seq.*, of the Streets and Highways Code and Article XIID of the California Constitution; and

WHEREAS, by said Resolution No. 6714, which said report has been submitted and preliminarily approved by this City Council in accordance with said Article and Act.

NOW, THEREFORE, BE IT RESOLVED, THAT IT IS HEREBY FOUND, DETERMINED, and ORDERED, AS FOLLOWS:

1. In its opinion, the public interest and convenience require, and it is the intention of this City Council, to order the continuation and collection of assessments for Fiscal Year 2022-23 pursuant to the provisions of Article XIID of the California Constitution and the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the Streets and Highways Code of the State of California, for the construction or installation of the improvements, including the maintenance or servicing, or both, thereof, more particularly described in Exhibit A hereto attached and by reference incorporated herein;
2. The cost and expense of said improvements, including the maintenance or servicing, or both, thereof, are to be made chargeable upon the assessment district designated as "City of Menlo Park Landscaping District" (District) the exterior boundaries of which District are the composite and consolidated area as more particularly described on a map thereof on file in the office of the Clerk of said City, to which reference is hereby made for further particulars. Said map indicates by a boundary line the extent of the territory included in the District and the general location of said District;
3. Said Engineer's Report prepared by SCI Consulting Group, preliminarily approved by this City Council, and on file with the Clerk of this City, is hereby referred to for a full and detailed description of the improvements, the boundaries of the assessment district and the proposed assessments upon assessable lots and parcels of land within the District;
4. The authorized maximum assessment rates for the District include an annual adjustment by an amount equal to the annual change in the Engineering News Record Index, not to exceed 3.00 percent per year, plus any uncaptured excesses. Assessment rates for the tree portion of the assessments are proposed to increase during Fiscal Year 2022-23 by 3.00 percent. Including the authorized annual adjustment, the maximum authorized assessment rate for street tree maintenance for Fiscal Year 2022-23 is \$124.73 per single family equivalent benefit unit, and the assessment rate per single family equivalent benefit unit for Fiscal Year 2022-23 is \$88.72 which is less than the maximum authorized rate. Assessment rates for the sidewalk repairs portion of the assessments are proposed to

increase during Fiscal Year 2022-23 by 3.00 percent. Including the authorized annual adjustment, the maximum authorized assessment rate for sidewalk maintenance for Fiscal Year 2022-23 is \$55.69 per single family equivalent benefit unit, and the assessment rate per single family equivalent benefit unit for Fiscal Year 2022-23 is \$47.40, which is less than the maximum authorized rate;

5. Notice is hereby given that Tuesday, the twenty-eighth day of June, 2022, at the hour of 6:00 p.m., or as soon thereafter as the matter may be heard, by virtual meeting available, at which time and place interested persons may participate and be heard on, and the same are hereby appointed and fixed as the time and place for a Public Hearing by this City Council on the question of the continuation and collection of the proposed assessment for the construction or installation of said improvements, including the maintenance and servicing, or both, thereof, and when and where it will consider all oral statements and all written protests made or filed by any interested person at or before the conclusion of said hearing, against said improvements, the boundaries of the assessment district and any zone therein, the proposed diagram or the proposed assessment, to the Engineer's estimate of the cost thereof, and when and where it will consider and finally act upon the Engineer's Report;
6. The City Clerk of said City is hereby directed to give notice of said Public Hearing by causing a copy of this resolution to be published once in *The Examiner*, a newspaper circulated in said City, and by conspicuously posting a copy thereof upon the official bulletin board customarily used by the City for the posting of notices, said posting and publication to be had and completed at least ten (10) days prior to the date of public hearing specified herein; and
7. The Office of the Public Works Director of said City is hereby designated as the office to answer inquiries regarding any protest proceedings to be had herein, and may be contacted during regular office hours at the Civic Center, 701 Laurel Street, Menlo Park, California, 94025, or by calling (650) 330-6740.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

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

---

Judi A. Herren, City Clerk

Exhibits:

- A. City of Menlo Park Landscaping District

**City of Menlo Park Landscaping District**

Maintaining and servicing of street trees, including the cost of repair, removal or replacement of all or any part thereof, providing for the life, growth, health, and beauty of landscaping, including cultivation, trimming, spraying, fertilizing, or treating for disease or injury, the removal of trimmings, rubbish, debris, and other solid waste, and water for the irrigation thereof, and the installation or construction, including the maintenance and servicing thereof, of curbs, gutters, sidewalks, and parking strips.

FY 2022-23

# ENGINEER'S REPORT

## City of Menlo Park

Landscaping Assessment District

June 2022

Engineer of Work:



4745 Mangels Boulevard  
Fairfield, California 94534  
707.430.4300

[www.sci-cg.com](http://www.sci-cg.com)  
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## City of Menlo Park

Menlo Park City Council

Mayor Betsy Nash

Vice Mayor Jen Wolosin

Council Member Drew Combs

Council Member Ray Mueller

Council Member Cecilia Taylor

---

Interim City Manager

Justin Murphy

---

City Clerk

Judi Herren

---

City Attorney

Nira Doherty

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Engineer of Work

SCI Consulting Group

Lead Assessment Engineer, John Bliss, M.Eng., P.E.



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## Introduction

### Assessment Background

Between 1960 and 1982, the City of Menlo Park had one three-person crew to care for approximately 9,000 City trees. As the trees grew, it took considerably more time per tree to provide proper care. Consequently, one tree crew was unable to perform the necessary work to maintain all of the street trees in proper condition. The Landscape Assessment District was originally formed in 1983 for the purpose of levying annual special assessments in order to properly maintain street trees in the City of Menlo Park. Currently, there are approximately 11,000 street trees that are maintained by the assessments.

Prior to 1990, property owners and the City would split the cost of repairing sidewalks damaged by City trees. The City would annually enter into an agreement with approximately 200 individual property owners. The one-time cost was a financial burden to some residents on fixed incomes. In order to make the program more cost-effective and less of a financial burden for property owners, an assessment for repair of sidewalks/parking strips due to City street-tree related damages was established in 1990.

The increased cost of the necessary work made the assessment amounts levied in Fiscal Year 1997-98 insufficient for adequately maintaining the City's street trees, curbs, gutters and sidewalks. An increase in the assessments was required to provide funding for continued tree maintenance and sidewalk repairs. However, with the passage of Proposition 218 on November 6, 1996, assessments can only be raised after the City conducts an assessment ballot proceeding and the ballots submitted in opposition to the assessments do not exceed the ballots in favor of the assessments. (Each ballot is weighted by the amount of assessment for the property it represents.)

---

### Assessment Process

In 1998, the City conducted an assessment ballot proceeding for increased tree maintenance and sidewalk repair assessments pursuant to the requirements of Article XIID of the California Constitution (Proposition 218) and the Landscaping and Lighting Act of 1972. The proposed tree maintenance assessments for fiscal year 1998-99 were \$64.28 per single family equivalent unit and the proposed sidewalk repair assessments were \$28.70 per single family equivalent. The proposed maximum assessments also included an annual assessment cost escalator tied to the annual change in the Engineering News Record Construction Cost Index for the San Francisco Bay Area ("ENR Index"). These proposed assessments were supported by 73% of assessment ballots received from

property owners (with each ballot weighted by the amount of assessments it represented). Therefore, on June 16, 1998 by its Resolution Number 4840-D, the City Council levied the new assessments.

---

### **Engineer's Report and Continuation of Assessments**

In each subsequent year for which the assessments will be continued, the City Council must direct the preparation of an Engineer's Report, budgets and proposed assessments for the upcoming fiscal year. After the Engineer's Report is completed, the City Council may preliminarily approve the Engineer's Report and proposed assessments and establish the date for a public hearing on the continuation of the assessments. This Report was prepared pursuant to the direction of the Council.

The maximum authorized assessment rate, as increased each year by the change in the ENR Index, is the maximum assessment rate that can be levied in the given fiscal year without approval from property owners in another assessment ballot proceeding. In fiscal year 1998-99, the assessments were levied at the maximum rate for that fiscal year. Since this first fiscal year after the ballot proceeding, the assessments for tree maintenance have been levied below the maximum authorized rate, and the assessment rate for sidewalk repairs has not been increased above the original rate.

From December 2020 to December 2021, the ENR Index increased 8.05%. The maximum amount assessments can be increased annually is the ENR Index plus any uncaptured excess reserved from prior years, to a maximum increase to the ENR not to exceed 3%.

Based on accumulated excess reserves from prior years, the maximum authorized rates for fiscal year 2022-23 are \$124.73 for trees and \$55.69 for sidewalks without another ballot proceeding. (No additional ballot proceeding is required because the maximum authorized assessment rates, including the annual adjustments in these rates, were approved in the 1998 ballot proceeding. The actual rate levied in any given fiscal year can be revised up, with an annual maximum increase of 3%, or down, by any amount that does not cause the actual rates levied to exceed the maximum authorized assessment rates.)

The City reduced the assessment rate for tree maintenance in fiscal year 2000-01 and increased the assessment rate in fiscal years 2002-03, 2005-06 through 2009-10, 2014-15, and 2016-17 through 2021-22. In other fiscal years it was not necessary to increase the rate, due to sufficient reserve funds carried forward from prior fiscal years, combined with general benefit contributions. For fiscal year 2022-23 the proposed assessments for tree maintenance are proposed to increase 3.00% from fiscal year 2021-22, and the assessments for sidewalk maintenance are proposed to increase 3.00%. The proposed rates are \$88.72 per Single Family Equivalent (SFE) for tree maintenance and \$47.40 per

SFE for sidewalk maintenance. The comparison of actual rates levied in fiscal year 2021-22 and the proposed rates for fiscal year 2022-23 are shown below.

#### **Sidewalk Maintenance**

FY 2021-22 Rate	ENR Increase Applied	FY 2022-23 Rate	Increase
\$46.02	3.00%	<b>\$47.40</b>	\$1.38

#### **Tree Maintenance**

FY 2021-22 Rate	ENR Increase Applied	FY 2022-23 Rate	Increase
\$86.15	3.00%	<b>\$88.72</b>	\$2.58

If the Council approves this Engineer's Report and the continuation of the assessments by resolution, a notice of assessment levies must be published in a local newspaper at least 10 days prior to the date of the public hearing. The resolution preliminarily approving the Engineer's Report and establishing the date for a public hearing is used for this notice.

Following the minimum 10-day time period after publishing the notice, a public hearing is held for the purpose of allowing public testimony about the proposed continuation of the assessments. This hearing is currently scheduled for June 28, 2022. At this hearing, the Council will consider approval of a resolution confirming the continuation of the assessments for fiscal year 2022-23. If so confirmed and approved, the assessments will be submitted to the County Controller for inclusion on the property tax roll for Fiscal Year 2022-23.

## **Legal Analysis**

### **Proposition 218**

This assessment is consistent with Proposition 218, The Right to Vote on Taxes Act, which was approved by the voters of California on November 6, 1996 and is now Article XIIC and XIID of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services, improvements, as well as maintenance and operation expenses to a public improvement which benefits the assessed property.

Proposition 218 describes a number of important requirements, including a property-owner balloting, for the formation and continuation of assessments, and these requirements are satisfied by the process used to establish this assessment.

The original assessment existed prior to the passage of Proposition 218. Although the original assessment is also consistent with Proposition 218, the California judiciary has generally referred to pre-Proposition 218 assessments as "grandfathered assessments" and held them to a lower standard than post Proposition 218 assessments.

---

### **Silicon Valley Taxpayers Association, Inc. v Santa Clara County Open Space Authority**

In July of 2008, the California Supreme Court issued its ruling on the Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority (“SVTA vs. SCCOSA”). This ruling is the most significant court case in further legally clarifying the substantive assessment requirements of Proposition 218. Several of the most important elements of the ruling included further emphasis that:

- Benefit assessments are for special, not general, benefit
- The services and/or improvements funded by assessments must be clearly defined
- Special benefits are directly received by and provide a direct advantage to property in the assessment district

---

### **Dahms v. Downtown Pomona Property**

On June 8, 2009, the 4<sup>th</sup> Court of Appeal amended its original opinion upholding a benefit assessment for property in the downtown area of the City of Pomona. On July 22, 2009, the California Supreme Court denied review. On this date, Dahms became good law and binding precedent for assessments. In Dahms the Court upheld an assessment that was 100% special benefit (i.e., 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

---

### **Bonander v. Town of Tiburon**

On December 31, 2009, the 1<sup>st</sup> District Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments on the grounds that the assessments had been apportioned to assessed property based in part on relative costs within sub-areas of the assessment district instead of proportional special benefits.

---

### **Beutz v. County of Riverside**

On May 26, 2010 the 4<sup>th</sup> District Court of Appeal issued a decision on the Steven Beutz v. County of Riverside (“Beutz”) appeal. This decision overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services were not explicitly calculated, quantified and separated from the special benefits.

---

### **Golden Hill Neighborhood Association v. City of San Diego**

On September 22, 2011, the San Diego Court of Appeal issued a decision on the Golden Hill Neighborhood Association v. City of San Diego appeal. This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in *Beutz*, the court found the general benefits associated with services were not explicitly calculated, quantified and separated from the special benefits. Second, the court found that the City had failed to record the basis for the assessment on its own parcels.

---

### **Compliance with Current Law**

This Engineer's Report is consistent with the requirements of Article XIII C and XIII D of the California Constitution and with the *SVTA* decision because the Improvements to be funded are clearly defined; the Improvements are directly available to and will directly benefit property in the Assessment District; and the Improvements provide a direct advantage to property in the Assessment District that would not be received in absence of the Assessments.

This Engineer's Report is consistent with *Beutz*, *Dahms* and *Greater Golden Hill* because the Improvements will directly benefit property in the Assessment District and the general benefits have been explicitly calculated and quantified and excluded from the Assessments. The Engineer's Report is consistent with *Bonander* because the Assessments have been apportioned based on the overall cost of the Improvements and proportional special benefit to each property.

## Plans & Specifications

Following is a description of the Services that are provided for the benefit of property in the Assessment District. Prior to the residential development in Menlo Park, the Level of Service on these improvements was effectively zero. The formula below describes the relationship between the final level of improvements, the baseline level of service (pre-development) had the assessment not been instituted, and the enhanced level of improvements funded by the assessment.

<b>Final Level of Service</b>	=	<b>Baseline Level of Service (≈zero, pre-development)</b>	+	<b>Enhanced Level of Service</b>
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The City of Menlo Park maintains street trees, sidewalks, curbs, gutters, and parking strips throughout the City.

The proposed improvements to be undertaken by the City of Menlo Park and financed by the levy of the annual assessment provide special benefit to Assessor Parcels within the District as defined in the Method of Assessment herein. The said improvements consist of maintaining, trimming, disease treatment, and replacement of street trees; street sweeping to remove debris; and the repair and replacement of damaged sidewalks, curbs, gutters, and parking strips damaged by street trees throughout the City of Menlo Park.



## Method of Assessment

This section of the Engineer's Report includes an explanation of the benefits to be derived from the maintenance, repair, and replacement of street trees, sidewalks, curbs, gutters, and parking strips throughout the City, and the methodology used to apportion the total assessment to properties within the Landscaping Assessment District.

The Landscaping Assessment District consists of all Assessor Parcels within the boundaries of the City of Menlo Park as defined by the County of San Mateo tax code areas. The method used for apportioning the assessment is based upon the proportional special benefits to be derived by the properties in the Landscaping Assessment District over and above general benefits conferred on real property or to the public at large. The apportionment of special benefit is a two-step process: the first step is to identify the types of special benefit arising from the improvements and the second step is to allocate the assessments to property based on the estimated relative special benefit for each type of property.

### Discussion of Benefit

In summary, the assessments can only be levied based on the special benefit to properties. This benefit is received by property over and above any general benefits and such benefit is not based on any one property owner's use of the amenities or a property owner's specific demographic status. With reference to the requirements for assessment, Section 22573 of the Landscaping and Lighting Act of 1972 states:

*"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

Article XIID, Section 4 of the California Constitution has confirmed that assessments must be based on the special benefit to property:

*"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."*

The following benefit categories summarize the types of special benefit to residential, commercial, industrial and other lots and parcels resulting from the installation, maintenance and servicing of landscaping and lighting improvements to be provided with the assessment proceeds. These categories of special benefit are derived from the statutes passed by the California Legislature and other studies which describe the types

of special benefit received by property from maintenance and improvements such as those within by the District. These types of special benefit are summarized as follows:

- A. Proximity to improved landscaped areas within the Assessment District.
- B. Access to improved landscaped areas within the Assessment District.
- C. Improved Views within the Assessment District.
- D. Enhanced environment because of the vigorous street tree program for owners of property in the Landscaping Assessment District.
- E. Increased safety against tripping and other hazards caused by cracked or damaged sidewalks, curbs and gutters.
- F. Enhanced desirability of the property.
- G. Reduced liability for landscape maintenance.

In this case, the recent the SVTA v. SCCOSA decision provides enhanced clarity to the definitions of special benefits to properties in three distinct areas:

- ◆ Proximity
- ◆ Expanded or Improved Access
- ◆ Views

The SVTA v. SCCOSA decision also clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel and that indirect or derivative advantages resulting from the overall public benefits from a service or improvement are general benefits. The SVTA v. SCCOSA decision also provides specific guidance that landscaping improvements are a direct advantage and special benefit to property that is proximate to landscaping that is improved by an assessment:

*The characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g. proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g. general enhancement of the district's property values).*

Proximity, improved access and views, in addition to the other special benefits listed above further strengthen the basis of these assessments.

## Benefit Factors

The special benefits from the Improvements are further detailed below:

---

### **Proximity to improved landscaped areas within the Assessment District**

Only the specific properties within close proximity to the Improvements are included in the Assessment District. Therefore, property in the Assessment District enjoys unique and valuable proximity and access to the Improvements that the public at large and property outside the Assessment District do not share.

In absence of the assessments, the Improvements would not be provided and the landscaping areas in the Assessment District would be degraded due to insufficient funding for maintenance, upkeep and repair. Therefore, the assessments provide Improvements that are over and above what otherwise would be provided. Improvements that are over and above what otherwise would be provided do not by themselves translate into special benefits, but when combined with the unique proximity and access enjoyed by parcels in the Assessment District, they provide a direct advantage and special benefit to property in the Assessment District.

---

### **Access to improved landscaped areas within the Assessment District**

Since the parcels in the Assessment District are nearly the only parcels that enjoy close access to the Improvements, they directly benefit from the unique close access to improved landscaping areas that are provided by the Assessments. This is a direct advantage and special benefit to property in the Assessment District.

---

### **Improved views within the Assessment District**

The City, by maintaining these landscaped areas, provides improved views to properties in the Assessment District. The properties in the Assessment District enjoy close and unique proximity, access and views of the Improvements; therefore, the improved and protected views provided by the Assessments are another direct and tangible advantage that is uniquely conferred upon property in the Assessment District. The Landscaping Assessment District provides funding to maintain and protect these public resources and facilities of the City. For example, the assessments provide funding to trim and maintain the street trees to maintain them in a healthy condition. This benefits properties by maintaining and improving the public resources in the community.

In order to allocate the proposed assessments, the Engineer begins by identifying the types of special benefit arising from the maintenance, repair, and replacement of the aforementioned facilities and that would be provided to property within the District. These types of special benefit are as follows:

---

### **Enhanced environment because of the vigorous street tree program for owners of property in the Landscaping Assessment District**

Residential properties benefit from the enhanced environment provided by a vigorous program to install and maintain the street trees at a level beyond that followed by other cities throughout the County. The increased use of street trees provides an atmosphere of beauty beyond the norm. The improvements to the trees will be available to residents and guests of properties within the District.

Non-residential properties also will benefit from these improvements in many ways. The use of street trees softens the environment making it more pleasant for employees during commute time and at breaks from their work. These improvements, therefore, enhance an employer's ability to attract and keep quality employees. The benefits to employers ultimately flow to the property because better employees improve the employment prospects for companies and enhanced economic conditions benefit the property by making it more valuable.

---

### **Increased safety against tripping and other hazards caused by cracked or damaged sidewalks, curbs and gutters**

An aggressive inspection program identifies hazardous conditions in sidewalks, curbs and gutters caused by street trees and allows for these conditions to be repaired on a timely basis. Timely repair of hazardous conditions greatly improves the overall safety of the environment, thereby providing for safer use of property.

---

### **Enhanced desirability of the property**

The assessments will provide funding to improve the City's street tree program, raising the quality to a more desired level, and to ensure that the sidewalks, curbs, and gutters remain operable, safe, clean and well maintained. Such improved and well-maintained facilities enhance the overall desirability of property. This is a benefit to residential, commercial and industrial properties.

---

### **Reduced liability for landscape maintenance**

The assessments will reduce the liability for landscape maintenance to street trees and other improvements. This is a benefit to residential, commercial and industrial properties.

## **General vs. Special Benefit**

Article XIII D of the Constitution specifies that only special benefits are assessable, and that the City must separate the general benefits from the special benefits conferred on any parcel. The complete analysis of special benefits and their allocation are found

elsewhere in this report. For the Landscaping Assessment District, the City has identified a general benefit and has separated it from the special assessments.

The City's maintenance of street trees and sidewalk facilities provides a general benefit to the community and to the general public to some degree. The measure of this general benefit is the enhancement of the environment and safety provided to the greater public at large. This general benefit can be measured by the proportionate amount of time that the City's sidewalks and street trees are used and enjoyed by the greater public at large<sup>1</sup>. It is reasonable to assume that approximately 1/4 or 25% of the usage and enjoyment of the improvements is by the greater public. Therefore, approximately 25% of the benefits conferred by the improvements are general in nature.

The City's total budget for maintenance and improvement of its trees and sidewalk facilities is \$2,038,362. Of this total budget amount, the City will contribute \$250,000 from sources other than the assessments for sidewalk repair and \$341,505 for street tree maintenance. These contributions by the City, as well as \$140,000 in funds from Measure M, total \$731,505, equating to approximately 35.9% of the total budget for maintenance and more than offset the cost of the general benefits resulting from the improvements.

In the 2009 Dahms case, the court upheld an assessment that was 100% special benefit on the rationale that the services funded by the assessments were directly provided within the assessment district. It is also important to note that the improvements and services funded by the assessments in Pomona are similar to the improvements and services funded by the Assessments described in this Engineer's Report and the Court found these improvements and services to be 100% special benefit. Also similar to the assessments in Pomona, the Assessments described in this Engineer's Report fund improvements and services directly provided within the Assessment District and every benefiting property in the Assessment District enjoys proximity and access to the Improvements. Therefore, Dahms establishes a basis for minimal or zero general benefits from the Assessments. However, in this Report, the general benefit is more conservatively estimated and described, and then budgeted so that it is funded by sources other than the Assessment.

## Method of Assessment

The second step in apportioning assessments is to determine the relative special benefit for each property. This process involves determining the relative benefit received by each property in relation to a single-family home, or, in other words, on the basis of Single-

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<sup>1</sup> . The greater public at large is generally defined as those who are not residents, property owners, customers or employees within the City, and residents who do not live in close proximity to the improvements.

Family Equivalents (“SFE”). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefit and is generally recognized as providing the basis for a fair and appropriate distribution of assessments. For the purposes of this Engineer’s Report, all properties are designated an SFE value, which is each property’s relative benefit in relation to a single-family home on one parcel. The "benchmark" property is the single family detached dwelling, which is one Single Family Equivalent, or one SFE.

As stated previously, the special benefits derived from the assessments are conferred on property and are not based on a specific property owner’s use of the improvements, on a specific property owner’s occupancy of property, or the property owner’s demographic status such as age or number of dependents. However, it is ultimately people who enjoy the special benefits described above, use and enjoy the City’s trees and sidewalks, and control property values by placing a value on the special benefits to be provided by the improvements. In other words, the benefits derived to property are related the average number of people who could potentially live on, work at or otherwise could use a property, not how the property is currently used by the present owner. Therefore, the number of people who could or potentially live on, work at or otherwise use a property is an indicator of the relative level of benefit received by the property.

## Assessment Apportionment - Street Trees

### Properties with Street Trees

All improved residential properties that represent a single residential dwelling unit and have a street tree on or fronting the property are assigned 1.0 SFE. All single-family houses with tree(s) and those units in R-2 zones that are being used as single-family dwellings (with trees) are included in this category.

Properties with more than one residential unit are designated as multi-family residential properties. These properties benefit from the improvements in proportion to the number of dwelling units that occupy each property and the relative number of people who reside in multi-family residential units compared to the average number of people who reside in a single-family home. The population density factors for the County of San Mateo from the 1990 US Census (the most recent data available when the Assessment was established) are depicted below. The SFE factors for condominium, townhouse, and multi-family parcels, as derived from relative dwelling unit population density, are also shown below.

**Figure 1 – Residential Assessment Factors**

<i>Property Type</i>	<i>Total Population</i>	<i>Occupied Households</i>	<i>Persons per Household</i>	<i>SFE Factor*</i>
Single Family Residential	412,685	140,248	2.94	1.0
Condominium/Townhouse	54,284	19,331	2.81	0.9
Multi-Family Residential	158,004	65,981	2.39	0.8

Source: 1990 Census, San Mateo County

The SFE factor for condominium, townhouse, and multi-family parcels is based on the ratio of average persons per household for the property type versus the average persons per household for a single-family residential home. Multi-family units are assessed at 0.80 per unit up to a maximum of 4.0 SFE per parcel (maximum of 5 units multiplied by 0.80). Condominium and townhouse parcels are assessed at 0.90 per unit, up to a maximum of 4.5 SFEs per development (maximum of 5 units multiplied by 0.90).

SFE values for commercial and industrial land uses are based on the equivalence of special benefit on a land area basis between single-family residential property and the average commercial/industrial property. The average size of a parcel for a single-family home in the District is approximately 0.18 acres, and such single-family property has an SFE value of 1.0. Using the equivalence of benefit on a land area basis, improved commercial and industrial parcels of approximately 0.20 acres or less would also receive an SFE benefit factor of 1.0. Commercial and industrial parcels in excess of a fifth of an acre in size are assigned 1.0 SFE per 0.20 acre or portion thereof, and the maximum benefit factor for any commercial/industrial parcel is 5.0 SFE.

Vacant parcels are also benefited from the street tree improvement and maintenance program. An example of a benefit is enhancement of the visual appeal that will accrue to a vacant parcel from the presence or proximity of the community's street trees based on its future potential use. Undeveloped property also benefits from the installation and maintenance of street trees, because if the property is developed during the year, the street trees will be available to the developed property. The relative benefit to vacant property is determined to be generally equal to the benefit to a single-family home property. Therefore, vacant property with street tree(s) are assessed 1 SFE.

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### **Properties without Street Trees**

The special benefit factors conferred on property can be defined by the benefits conferred to properties with and without street trees. The types of benefits conferred to all property in the community include protection of views, screening, and resource values and enhanced desirability of the property. A higher level of special benefits is conferred directly on parcels with street trees because these parcels obtain additional benefits from well-maintained, healthy trees fronting the property. The types of special benefits that

are increased for properties with street trees include enhanced levels of safety, desirability, unique proximity, access and views of resources and facilities from healthy trees on the property. Therefore, individual properties without street trees but in close proximity to parcels with street trees receive a direct benefit from the street trees and should pay 50% of the rate for a similar property with street trees. Such properties are assigned an SFE benefit factor that is 50% of that for a similar property with street trees.

### Assessment Apportionment - Sidewalk Program

The benefits to property for sidewalks, curbs, gutters and parking strips are closely related to a parcel's proximity to these improvements and the parcel's proximity to street trees. Street trees are the most common cause of sidewalk problems. Therefore, the highest benefit from the proposed sidewalk improvements is to properties with street trees and sidewalks, curbs and gutters, or street trees and parking strips and gutters, because without the maintenance work, these improvements would degrade more quickly, which would affect the parcel's appearance and safety. It is estimated that 1/3 of the special benefits are conferred to property with street trees and sidewalks or parking strips. Another 1/3 of the special benefits are conferred to property with street trees and curbs and gutters. Special benefit factors are also conferred on property without street trees or adjoining sidewalk, curb, gutter and/or parking strip improvements that are in close proximity to these types of improvements. It is estimated that the remaining 1/3 of the special benefit factors from the Sidewalk Program are conferred to these parcels that are in close proximity to the improvements but that do not have improvements directly adjacent to their property.

Consequently, properties with street trees and sidewalks or parking strips and curbs and gutters or valley gutters are assigned a benefit factor of 1 SFE. Properties with street trees, curbs and gutters are assigned a benefit factor of 0.67 SFE. If there are street trees but no improvements along the frontage of a parcel, or no street trees on a parcel, its benefit is 1/3 or 0.33 SFE.

### Assessment Apportionment - Other Properties

Improved, publicly owned parcels that are used for residential, commercial or industrial purposes are assessed at the rates specified previously. Other improved public property; institutional property and properties used for educational purposes, typically generate employees on a less consistent basis than other non-residential parcels. Moreover, many of these parcels provide some degree of on-site amenities that serve to offset some of the benefits from the District. Therefore, these parcels, with or without street trees, receive minimal benefit and are assessed an SFE factor of 1 for street tree assessments and an SFE factor of 1 for sidewalks, curbs and gutter assessments.



All properties that are specially benefited have been assessed. Agricultural parcels without living units, public right-of-way parcels, well, reservoir or other water rights parcels, unimproved open space parcels, watershed parcels and common area parcels generally provide recreational, open space and/or scenic benefits to the community. As such, they tend to provide similar benefits as provided by the improvements in the District. Any benefits they would receive from the landscaping maintenance are generally offset by the equivalent benefits they provide. Moreover, these parcels typically do not generate employees, residents or customers. Such parcels are, therefore, not specially benefited and are not assessed.

### Appeals and Interpretation

Any property owner who feels that the assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with the Public Works Director of the City of Menlo Park or his or her designee. Any such appeal is limited to correction of an assessment during the then current or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the Public Works Director or his or her designee will promptly review the appeal and any information provided by the property owner. If the Public Works Director or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County of San Mateo for collection, the Public Works Director or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the Public Works Director or his or her designee shall be referred to the City Council of the City of Menlo Park and the decision of the City Council of the City of Menlo Park shall be final.

Figure 2 – Tree Maintenance Assessments

Property Type	2022-23 Assessment Rates	
<b>Parcels with Trees</b>	<b>Assessment Rate</b>	
Single Family	\$88.72	(per Parcel)
R-2 Zone, in use as single family	\$88.72	(per Parcel)
Condominium/Townhouse	\$79.85	(per Unit, \$399.24 max. per Project)
Other Multi-family	\$70.98	(per Unit, \$354.88 max. per Project)
Commercial	\$88.72	(per 1/5 acre, \$443.60 max. per Project)
Industrial	\$88.72	(per 1/5 acre, \$443.60 max. per Project)
Parks, Educational	\$88.72	(per Parcel)
Miscellaneous, Other	\$0.00	(per Parcel)
<b>Parcels without Trees</b>		
Single Family	\$44.36	(per Parcel)
R-2 Zone, in use as single family	\$44.36	(per Parcel)
Condominium/Townhouse	\$39.92	(per Unit, \$199.62 max. per Project)
Other Multi-family	\$35.49	(per Unit, \$177.44 max. per Project)
Commercial	\$44.36	(per 1/5 acre, \$221.8 max.)
Industrial	\$44.36	(per 1/5 acre, \$221.8 max.)
Parks, Educational	\$44.36	(per Parcel)
Miscellaneous, Other	\$0.00	(per Parcel)

Figure 3 – Sidewalk, Curb, Gutter, Parking Strip Assessments

Property Type	2022-23 Assessment Rates	
<b>Parcels with Trees</b>	<b>Assessment Rate</b>	
Sidewalks, curbs, gutters	\$47.40	(per Parcel)
Parking strips and gutters	\$47.40	(per Parcel)
Curbs and/or gutters only	\$31.76	(per Parcel)
No improvements	\$15.64	(per Parcel)
Miscellaneous, Other	\$0.00	(per Parcel)
<b>Parcels without Trees</b>		
Parcels with or without improvements	\$15.64	(per Parcel)
Miscellaneous, Other	\$0.00	(per Parcel)

Note: All total combined tree and sidewalk assessment amounts are rounded to the lower even penny.

## Assessment

WHEREAS, on February 11, 2020 the City Council of the City of Menlo Park, County of San Mateo, California, pursuant to the provisions of the Landscaping and Lighting Act of 1972 and Article XIID of the California Constitution (collectively “the Act”), adopted its Resolution Initiating Proceedings for the Levy of Assessments within the Landscaping Assessment District;

WHEREAS, said Resolution directed the undersigned Engineer of Work to prepare and file a report presenting an estimate of costs, a diagram for the assessment district and an assessment of the estimated costs of the improvements upon all assessable parcels within the assessment district, to which Resolution and the description of said proposed improvements therein contained, reference is hereby made for further particulars;

NOW, THEREFORE, the undersigned, by virtue of the power vested in me under said Act and the order of the City Council of said City of Menlo Park, hereby make the following assessment to cover the portion of the estimated cost of said improvements, and the costs and expenses incidental thereto to be paid by the assessment district.

The amount to be paid for said improvements and the expense incidental thereto, to be paid by the Landscaping Assessment District for the fiscal year 2021-22 is generally as follows:

**Figure 4 – Summary Cost Estimate**

	<i>F.Y. 2022-23 Budget</i>
Street Tree Program	\$ 1,039,967.00
Street Sweeping	\$ 285,669.00
Sidewalk Program	\$ 550,000.00
Incidental Expenses	\$ 163,052.00
<b>TOTAL BUDGET</b>	<b>\$2,038,688</b>
Plus:	
Projected Fund Balance	\$ 174,217.94
Less:	
City Contribution for General Benefits	(\$731,505.00)
Contribution from Carry-Over Fund Balances	\$ (364,341.56)
<b>NET AMOUNT TO ASSESSMENTS</b>	<b>\$ 1,117,059.38</b>

As required by the Act, an Assessment Diagram is hereto attached and made a part hereof showing the exterior boundaries of said Landscaping Assessment District. The distinctive number of each parcel or lot of land in the said Landscaping Assessment District is its Assessor Parcel Number appearing on the Assessment Roll.

And I do hereby assess and apportion said net amount of the cost and expenses of said improvements, including the costs and expenses incidental thereto, upon the parcels and lots of land within said Landscaping Assessment District, in accordance with the special benefits to be received by each parcel or lot, from the improvements, and more particularly set forth in the Cost Estimate and Method of Assessment hereto attached and by reference made a part hereof.

The assessment is made upon the parcels or lots of land within the Landscaping Assessment District in proportion to the special benefits to be received by the parcels or lots of land, from said improvements.

The assessment is subject to an annual adjustment tied to the Engineering News Record (ENR) Construction Cost Index for the San Francisco Bay Area, with a maximum annual adjustment not to exceed 3%. Any change in the ENR in excess of 3% shall be cumulatively reserved as the "Unused ENR" and shall be used to increase the maximum authorized assessment rate in years in which the ENR is less than 3%. The maximum authorized assessment rate is equal to the maximum assessment rate in the first fiscal year the assessment was levied adjusted annually by the minimum of 1) 3% or 2) the change in the ENR plus any Unused ENR as described above. The initial, maximum assessment rate balloted and established in Fiscal Year 1998-99 was \$64.28 per single family equivalent benefit unit for tree maintenance, and \$28.70 per single family equivalent benefit unit for sidewalk maintenance.

Based on the preceding annual adjustments, the maximum assessment rate for Fiscal Year 2021-22 was \$86.14 for tree maintenance and \$46.02 for Sidewalk maintenance. The change in the ENR from December 2020 to December 2021 was 8.05%. Therefore, the maximum authorized assessment rate for Fiscal Year 2022-23 has been increased from \$121.10 to \$124.73 per single family equivalent benefit unit for tree maintenance, and from \$54.07 to \$55.69 per single family equivalent benefit unit for sidewalk maintenance. However, the estimate of cost and budget in this Engineer's Report proposes assessments for fiscal year 2022-23 at the rate of \$88.72 per single family equivalent benefit unit for tree maintenance, which is less than the maximum authorized assessment rate and is a 3.00% increase over the rate assessed in the previous fiscal year. The proposed assessment rate for fiscal year 2022-23 for sidewalk maintenance is \$47.40 per single family equivalent benefit unit, which is also less than the maximum authorized assessment rate and is a 3.00% increase over the rate assessed in the previous fiscal year.

Property owners in the Assessment District, in an assessment ballot proceeding, approved the initial fiscal year benefit assessment for special benefits to their property including the ENR adjustment schedule. As a result, the assessment may continue to be levied annually and may be adjusted by up to the maximum annual ENR adjustment without any additional assessment ballot proceeding. In the event that in future years the assessments are levied at a rate less than the maximum authorized assessment rate, the assessment rate in a subsequent year may be increased up to the maximum authorized assessment rate without any additional assessment ballot proceeding.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of San Mateo for the fiscal year 2022-23. For a more particular description of said property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of said County.

I hereby place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the fiscal year 2021-22 for each parcel or lot of land within the said Landscaping Assessment District.

May 16, 2022

Engineer of Work

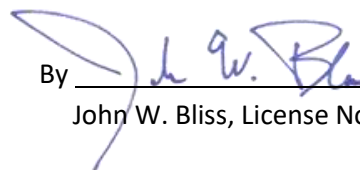
By  \_\_\_\_\_  
John W. Bliss, License No. C52091



Figure 5 – Engineer’s Cost Estimate, Fiscal Year 2022-23

Fiscal Year 2022-23 CITY OF MENLO PARK LANDSCAPING ASSESSMENT DISTRICT ENGINEER'S COST ESTIMATE		
A. Tree Maintenance		
Salaries & Benefits	\$	409,592.00
Operating Expense	\$	44,200.00
Fixed Assets & Capital Outlay	\$	251,500.00
Vehicle & Equipment Maintenance	\$	16,000.00
Professional Services (Tree Spraying, Tree Trimming, Misc.)	\$	318,675.00
Subtotal - Tree Maintenance		\$ 1,039,967.00
B. Debris Removal		
Salaries & Benefits	\$	74,669.00
Street Sweeping Contract	\$	211,000.00
Subtotal - Debris Removal		\$ 285,669.00
C. Sidewalk, Curb, Gutter, Parking Strip Repair/Replacement		
Construction Costs	\$	550,000.00
Subtotal - S/W,C,G, & PS Repair/Replace		\$ 550,000.00
Subtotal Tree/Debris/Reforestation/Sidewalk		\$ 1,875,636.00
D. Incidentals		
Indirect Costs & Administration	\$	148,052.00
County Collection Fees	\$	15,000.00
Subtotal - Incidentals		\$ 163,052.00
<b>Total Cost</b>		<b>\$ 2,038,688.00</b>

<b>Engineer's Cost Estimate, Fiscal Year 2022-32 (continued)</b>		
Projected Fund Balance	\$	174,217.94
Tree Maintenance Ending Fund Balance	\$	(288,317.99)
Less General Fund Contribution	\$	(341,505.00)
Measure M	\$	(140,000.00)
Sidewalk Fund Ending Balance	\$	(76,023.57)
Less General Fund CIP Contribution to Sidewalk Fund	\$	(250,000.00)
<b>Net to Assessment</b>	<b>\$</b>	<b>1,117,059.38</b>
Revenue		
Single Family Equivalent Benefit Units - Trees		8,950.23
Single Family Equivalent Benefit Units - Sidewalks		6,814.24
		2022-23      2021-22
Assessment Rate for Tree Fund/ SFE	\$88.72	\$86.15
Assessment Rate for Sidewalk Fund/ SFE	\$47.40	\$46.02
Revenue for Tree Fund		\$794,064.41
Revenue for Sidewalk Fund		\$322,994.98
<b>Total Revenue *</b>		<b>\$1,117,059.38</b>
<p>* Total revenue is slightly less than SFEs times the assessment rate because all combined assessments are rounded down to the even penny.</p>		

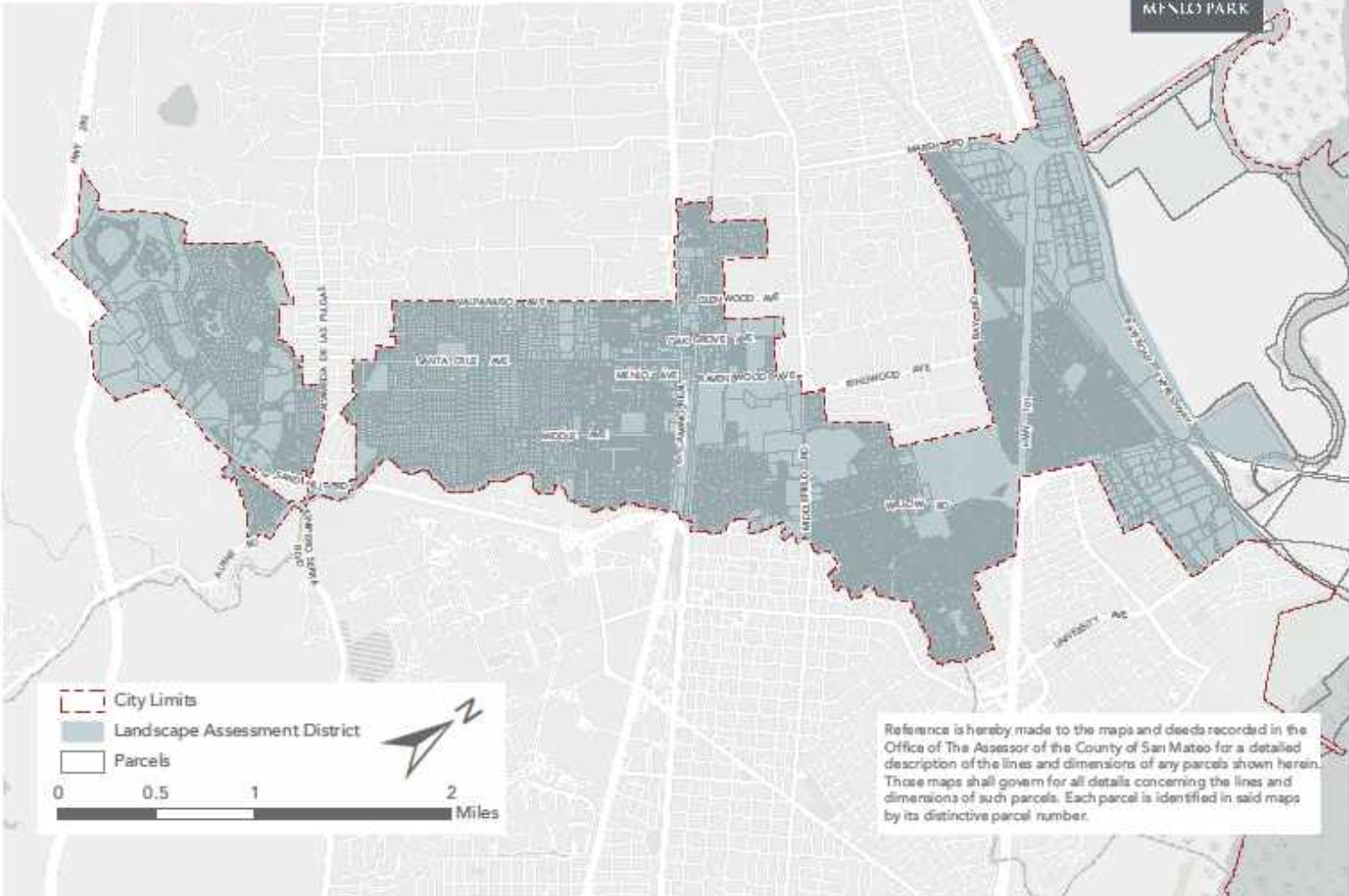
## Assessment Diagram

The Landscaping Assessment District includes all properties within the boundaries of the City of Menlo Park.

The boundaries of the Landscaping Assessment District are displayed on the following Assessment Diagram.



# Landscape Assessment District



**Appendix A – Assessment Roll, FY 2022-23**

Reference is hereby made to the Assessment Roll in and for the assessment proceedings on file in the office of the City Clerk of the City of Menlo Park, as the Assessment Roll is too voluminous to be bound with this Engineer's Report.



**STAFF REPORT**

**City Council Meeting Date:** 5/24/2022  
**Staff Report Number:** 22-099-CC

**Consent Calendar:** Adopt a resolution approving the list of projects eligible for fiscal year 2022-23 funds from Senate Bill 1: The Road Repair and Accountability Act of 2017

**Recommendation**

Staff recommends that the City Council adopt a resolution (Attachment A) approving the list of projects eligible for fiscal year 2022-23 to receive funds from Senate Bill 1: The Road Repair and Accountability Act.

**Policy Issues**

This action is consistent with the City Council's goal of maintaining and enhancing the City's municipal infrastructure and facilities. It is also consistent with the 2016 General Plan Circulation Element which includes policies that seek to provide and maintain a safe, efficient, attractive, user-friendly intermodal circulation system. The circulation element promotes a healthy, safe and active community and quality of life throughout Menlo Park and increases accessibility for the use of streets by pedestrians, bicyclists and transit riders. The projects identified in this staff report are consistent with these policies.

**Background**

Senate Bill 1 (SB1), also known as the Road Repair and Accountability Act of 2017 or Gas Tax, was enacted into law April 28, 2017. SB 1 created a \$54 billion investment to fund road, bridge and freeway repair projects throughout the state over the next decade by increasing California's gasoline and diesel taxes and vehicle fees. This investment was structured to be evenly allocated between cities, counties and the state's highway system for repairs to local street and roads, bike and pedestrian projects, and local planning grants.

As of March 2022, the City has received \$403,267 of \$721,313 in projected funding for fiscal year 2021-22. Funds are provided on a monthly basis starting July 1, 2021, and come from the SB1 Road Maintenance and Rehabilitation Act (RMRA.) For fiscal year 2022-23, the City is eligible to receive an additional \$793,824 in projected revenues.

The City uses StreetSaver, a pavement management software developed by the Metropolitan Transportation Commission, to generate an annual list of street sections for asphalt maintenance. StreetSaver helps allocate project funding by analyzing existing street conditions, estimated costs, and available funding to propose the type of maintenance needed at each street segment. For this fiscal year, the program identified the Ravenswood Avenue and Haven Avenue Streetscape Improvement projects as eligible for SB 1 funding. Both projects are described in the Analysis Section and Attachment A.

**Analysis**

The intent of SB 1 is to provide additional funding for deferred street maintenance projects and not to replace the existing levels of general revenue spending by the City on such projects. Consequently, SB 1 requires that the City maintain “general fund” spending for street and road maintenance. As defined by the legislation, general fund expenditures are any unrestricted funds that the City or county may expend at its discretion, including vehicle in-lieu tax revenues and revenues from fines and forfeitures, expended for street, road and highway purposes.

In order to receive SB 1 funds, the City must submit a list of proposed eligible projects, adopted by resolution, to the California Transportation Commission (CTC) each year. For fiscal year 2022-23, the CTC must receive the list by July 1, 2022. Failure to submit an eligible project list to the CTC would result in forfeiture of the monthly apportionments. The list must include a project description, location, schedule, and an estimate of the projects useful life per program funding requirements and is attached hereto as Exhibit A.

For fiscal year 2022-23, the City identified the Ravenswood Avenue (from El Camino Real to Laurel Street) and Haven Avenue (from Marsh Road to Atherton Channel) Streetscape Improvements as eligible for SB 1 funding. Both projects are generally described in Table 1 below.

Table 1: Projects identified for SB 1 funding		
Project name	Project description	Preliminary construction estimate
Ravenswood Avenue resurfacing	Installation of asphalt resurfacing, concrete medians, curb ramps, and signing and striping (including crossing enhancements and a pilot installation of new bicycle lanes) along Ravenswood Avenue, from El Camino Real to Laurel Street.	\$1,100,000
Haven Avenue streetscape improvements	Installation of asphalt resurfacing, sidewalks, driveways, medians, curb ramps, traffic signals, utilities, heritage trees, signing and striping, and a pedestrian bridge along Haven Avenue, from Marsh Road to Atherton Channel. The work is within Caltrans right of way and includes partial funding from developer contributions and State and County grants.	\$2,700,000

Staff recommends proceeding with City Council action on the resolution to ensure the City can remain eligible to receive SB 1 funds.

**Impact on City Resources**

With the adoption of the resolution, the City would be eligible for SB 1 funding for fiscal year 2022-23. The assigned projects are improvements that the City Council funds through the annual budgeting process. As described above, SB 1 would provide funding up to \$793,824 for fiscal year 2022-23. Preliminary construction costs for resurfacing Ravenswood and Haven Avenues is estimated at \$3.8 million combined. These estimates are shown for reference and may be subject to change upon submittal of construction bids in the next fiscal year. Additional funding sources for these projects may include Highway User’s Tax, transportation impact fees, developer contributions, and the San Mateo County transportation measures (Measures A and W.)

### **Environmental Review**

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it has no potential for resulting in any direct or indirect physical change in the environment. The 2022-23 street resurfacing maintenance project would be evaluated under CEQA at the time of the bid award.

### **Public Notice**

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

### **Attachments**

A. Resolution

Report prepared by:  
Rodolfo Ordonez, Associate Engineer

Reviewed by:  
Tanisha Werner, Assistant Director of Public Works - Engineering

**RESOLUTION NO. XXXX****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
APPROVING THE LIST OF PROJECTS ELIGIBLE FOR FISCAL YEAR 2022-  
23 FUNDS FROM THE ROAD REPAIR AND ACCOUNTABILITY ACT (SB 1)**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 in order to address the significant multimodal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive and estimated \$793,824 in RMRA funding in fiscal year 2022-23 from SB 1; and

WHEREAS, this is the sixth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undertaken public outreach to ensure public input into our community's transportation priorities; and

WHEREAS, the City used its pavement management program to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate streets, roads and drainage, throughout the City this year and many other similar projects into the future; and

WHEREAS, the 2020 California statewide Local Streets and Roads Needs Assessment found that the City streets and roads are in a good condition and this revenue will help increase the overall quality of the road system and over the next decade will add to sustain, or bring our streets and roads into a very good condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW THEREFORE BE IT RESOLVED, that the City of Menlo Park, acting by and through its City Council, finds as follows:

1. The foregoing recitals are true and correct

2. The fiscal year 2022-23 list of projects planned to be funded with RMRA revenues include the projects in "Exhibit A"

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

AYES:

NOES:

ABSENT:

ABSTAIN:

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

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Judi A. Herren, City Clerk

Exhibits:

A. Fiscal year 2022-23 list of projects planned to be funded with RMRA revenues

**Planned project for road maintenance and rehabilitation account (RMRA) fiscal year 2022-23 revenues**

Fiscal Year 2022-23 Proposed Projects Eligible for SB 1 Funding						
Item	Street name	Project Description	Project Location	Estimated start date	Estimated end date	Estimated useful life in years
1	Ravenswood Avenue Resurfacing	Installation of 3-inch of asphalt milling and overlay, concrete medians, curb ramps, and signing and striping along Ravenswood Avenue.	El Camino Real to Laurel Avenue	9/2022	11/2022	12 to 15
2	Haven Avenue Streetscape Improvements	Installation of 3-inch asphalt milling and overlay, sidewalks, medians, curb ramps, traffic signals, utilities, heritage trees, signing and striping, and a pedestrian bridge along Haven Avenue.	Marsh Road to Atherton Channel	2/2023	2/2024	12 to 15





## STAFF REPORT

**City Council**  
**Meeting Date:** 5/24/2022  
**Staff Report Number:** 22-100-CC

**Consent Calendar:** **Adopt a resolution determining that the final map and public improvement agreement for the Menlo Uptown project located at 180-186 Constitution Drive and 141 Jefferson Drive conform to Menlo Park Municipal Code 15.24 and the Subdivision Map Act; approve said final map and public improvement agreement; authorize the city clerk to sign the final map; authorize the city manager to sign the public improvement agreement; and accept dedication of public access easements for site access purposes and an emergency vehicle access easement for fire access purposes**

### Recommendation

Staff recommends that the City Council adopt a resolution (Attachment A) determining that the final map and public improvement agreement for the Menlo Uptown project located at 180-186 Constitution Drive and 141 Jefferson Drive conform to Menlo Park Municipal Code 15.24 and the Subdivision Map Act; approve said final map (Attachment B) and public improvement agreement (Attachment C); authorize the city clerk to sign the final map; authorize the city manager to sign the public improvement agreement; and accept dedication of Public access easements for site access purposes and an emergency vehicle access easement for fire access purposes.

### Policy Issues

According to Menlo Park Municipal Code 15.24.120, City Council action is required to determine final maps and agreements are in conformance with the requirements of 15.24 and the Subdivision Map Act, as well as to approve final maps. With the approval of the map, the City Council would also accept public access easements and an emergency vehicle access easement identified on the map.

### Background

The Menlo Uptown project is located at 180-186 Constitution Drive and 141 Jefferson Drive. It contains 483 multifamily dwelling units, comprised of 441 rental units and 42 for-sale condominium townhome units, and approximately 2,940 square feet of commercial space. On September 14, 2021, the City Council certified the Menlo Uptown final environmental impact report, and approved the use permit, architectural control, below market rate housing agreement, community amenities operating covenant, and vesting tentative map (major subdivision.) The staff report from September 14, 2021 is included as Attachment D.

## **Analysis**

### Final map

The applicant, CLPF CRP TH MENLO PARK, LLC, has submitted a final map for the proposed subdivision. The final map includes creation of one private development parcel with 42 for-sale condominium townhome units, dedicating new public access easements and an emergency vehicle access easement. The final map is in substantial compliance with the vesting tentative map approved by the City Council September 14, 2021. Staff has reviewed the final map and determined it is in conformance with the requirements of Menlo Park Municipal Code 15.24 and the Subdivision Map Act and all conditions required for approval of the final map will be met before recordation.

### Public improvement agreement

The applicant and City have agreed to the terms of the proposed public improvement agreement. Per the agreement, the applicant will provide a bond for the completion of the required off-site public improvement work, subsequent to the recordation of the final map. The public improvement agreement is a contract between the applicant and the City that guarantees the construction of all public street improvements. It requires a completion bond as a financial guarantee that all work will be completed. The project plans have been approved by the engineering division of the public works department.

The public improvement agreement applies to both portions of the Menlo Uptown project, the Multifamily Residential component and the Townhome component, and governs the preparation of plans and specifications and construction of all off-site public improvements (e.g., sewer, water, electrical underground, sidewalks, landscaping, etc.) and transportation improvements imposed as conditions of the approval of the project. The Multifamily Residential component of the Menlo Uptown project is proceeding first and therefore, in addition to the off-site improvements associated with the Multifamily Residential component of the project, all of the transportation improvements required of the project will be undertaken in connection with the Multifamily Residential component.

Within 90-days following the issuance of the superstructure permit for the Multifamily Residential component of the project, the Developer is required to begin the construction of the off-site improvements associated with the Multifamily Residential component of the project; likewise, construction of all of the transportation improvements will start within 120 days following the issuance of the superstructure permit. The improvements are required to be completed upon the earlier of 24 months after construction begins or before the issuance of a certificate of occupancy for the Multifamily Residential component of the project. The Developer is required to post a performance bond to secure the faithful completion of the required work and a payment bond to secure the payment of wages due to workers on these public works of improvement. Once the public work of improvements associated with the Multifamily Residential component of the project are completed, the performance bond will convert to a warranty bond to secure the one (1) year warranty period against defects in material or workmanship.

With respect to the Townhome component of the project, the Developer is required to begin construction of the off-site improvements associated with the Townhome component of the project within 90 days following the earlier of issuance of a final certificate of occupancy for the Multifamily Residential component of the project or issuance of a superstructure permit for the Townhome component of the project. If the Developer is not ready to proceed with the Townhome component of the project by the time the Multifamily Residential component is complete and seeks occupancy, the Developer can request an extension of the time to begin the off-site improvements for the Townhome component of the project. However, any extension will require the posting of performance and payment bonds to secure the faithful performance of the work and payment of wages due to workers. Once the work begins, it is required to be completed upon the earlier of 24-months or before the issuance of a certificate of occupancy for the Townhome component of the project. Again, once the public work of improvements associated with the Townhome component of the project are

completed, the performance bond will convert to a warranty bond to secure the one (1) year warranty period against defects in material or workmanship.

### Transportation improvements

The off-site improvements include improvements at several intersections to address level of service (LOS) deficiencies as defined by the City's transportation impact analysis guidelines and General Plan policies. The improvements to address these LOS deficiencies fit into three general categories:

- Improvements included in the City's Transportation Impact Fee (TIF) nexus study, which was adopted by City Council in January 2020.
- Improvements that are not in the TIF nexus study and address cumulative impact (i.e., the impact is not from the project alone.) For these projects, developers are required to make a fair share contribution, but are not responsible for constructing the improvements. Any improvement to address these LOS deficiencies would return to the City Council for approval before being implemented.
- Improvements that are not in the TIF nexus study with near term impacts. Per Section (2)(f)(i) of the public improvement agreement, these projects are the responsibility of the applicant to implement.

Members of the public and City Councilmembers have raised concerns about the near-term, non-TIF projects identified to address the LOS deficiencies required by the Menlo Uptown project. There are three of these projects:

- Chrysler Drive and Independence Drive. This project would add an all way stop at this intersection. The TIF includes a future traffic signal at this intersection, not an all way stop. However, an all way stop is an appropriate interim measure that provides operational and safety benefits until a signal is warranted at this location. Because of this, staff recommends that this specific improvement be retained in the public improvement agreement.
- Willow Road and Coleman Avenue. This project would add a right turn pocket on eastbound Willow Road into the Willow Oaks Park parking lot, increasing the crossing distance for people walking and bicycling across Willow Road to get to Willow Oaks Park, schools and nearby businesses.
- Willow Road and Gilbert Avenue. This project would add a right turn pocket on eastbound Willow Road onto Gilbert Avenue. Similar to the above project, it would require minor intersection widening that increases the crossing distance for people walking and bicycling on Gilbert Avenue.

The public improvement agreement includes language that could allow the two non-TIF, near term improvements on Willow Road to be removed from the public improvement agreement. If City Council desires to remove these improvements from further consideration, staff would agendaize the item at a future City Council meeting. At this time, staff anticipates this item would be scheduled in July 2022 or later for consideration, if directed.

### **Impact on City Resources**

The staff time costs associated with the review and approval of the final map and the public improvement agreement are fully recoverable through fees collected from the applicant.

### **Environmental Review**

A final environmental impact report was prepared for the project and certified by the City Council September 14, 2021. No additional environmental review is required for the final map approval and acceptance of public easements.

### **Public Notice**

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

### **Attachments**

- A. Resolution
- B. Final map
- C. Public improvement agreement
- D. Hyperlink – September 14, 2021, City Council staff report:  
[menlopark.org/DocumentCenter/View/29625/L1-20210914-CC--Menlo-Uptown-appeal](https://menlopark.org/DocumentCenter/View/29625/L1-20210914-CC--Menlo-Uptown-appeal)

Report prepared by:  
Eric Hinkley, Associate Engineer

Report reviewed by:  
Theresa Avedian, Senior Civil Engineer  
Tanisha Werner, Assistant Public Works Director – Engineering  
Hugh Louch, Assistant Public Works Director – Transportation  
Nira Doherty, City Attorney

**RESOLUTION NO. XXXX****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK DETERMINING THE FINAL MAP AND PUBLIC IMPROVEMENT AGREEMENT FOR THE MENLO UPTOWN PROJECT LOCATED AT 180-186 CONSTITUTION DRIVE AND 141 JEFFERSON DRIVE ARE IN CONFORMANCE WITH MENLO PARK MUNICIPAL CODE 15.24 AND THE SUBDIVISION MAP ACT; APPROVING THE FINAL MAP; ACCEPTING DEDICATION OF PUBLIC ACCESS EASEMENTS FOR SITE ACCESS AND AN EMERGENCY VEHICLE ACCESS EASEMENT FOR FIRE ACCESS; AUTHORIZING THE CITY CLERK TO SIGN THE FINAL MAP; AND APPROVING THE PUBLIC IMPROVEMENT AGREEMENT AND DIRECTING THE CITY MANAGER TO SIGN SAID AGREEMENT**

WHEREAS, the City Council of the City of Menlo Park on September 14, 2021 approved the use permit, architectural control, below market rate housing agreement, community amenities operating covenant, and vesting tentative map (major subdivision) for the Menlo Uptown project with 483 multifamily dwelling units comprised of 441 rental units and 42 for-sale condominium townhome units and approximately 2,940 square foot of commercial space at 141 Jefferson Drive and 180-186 Constitution Drive; and

WHEREAS, the project plans have been approved by the engineering division of the public works department and all conditions of the final map have been met; and

WHEREAS, the final map shows the dedication of public access easements and emergency vehicle access easement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Menlo Park that the City Council does hereby determine that the final map and public improvement agreement for the Menlo Uptown project located at 180-186 Constitution Drive and 141 Jefferson Drive are in conformance with the requirements of Chapter 15.24 of the Menlo Park Municipal Code and the Subdivision Map Act.; and

BE IT FURTHER RESOLVED that said City Council hereby approves the final map, which map is incorporated herein by this reference; and

BE IT FURTHER RESOLVED that said City Council hereby accepts the dedication of public access easements and emergency vehicle access easement; and

BE IT FURTHER RESOLVED that said City Council authorizes the City Clerk to sign the final map; and

BE IT FURTHER RESOLVED that said City Council approves the Public Improvement Agreement to implement the conditions of project approval which Agreement is attached hereto and incorporated herein by this reference, and authorizes the City Manager to sign the Public Improvement Agreement.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

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

---

Judi A. Herren, City Clerk

**OWNER'S STATEMENT**

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP; AND WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID PROPERTY; AND WE HEREBY CONSENT TO THE MAKING AND FILING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE ALSO HEREBY DEDICATE TO PUBLIC USE, EASEMENTS FOR EMERGENCY ACCESS PURPOSES DESIGNATED AND DELINEATED AS "E.V.A.E." (EMERGENCY VEHICLE ACCESS EASEMENT), SAID EASEMENTS ARE TO BE KEPT OPEN AND FREE OF SURFACE STRUCTURES OF ANY KIND.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE AN EASEMENT FOR PUBLIC ACCESS, DESIGNATED AND DELINEATED ON THIS MAP AS "P.A.E." (PUBLIC ACCESS EASEMENT), FOR SUCH USE AS PEDESTRIAN INGRESS AND EGRESS ACCESS. SAID EASEMENT IS TO BE KEPT OPEN AND FREE OF SURFACE STRUCTURES OF ANY KIND.

AS OWNER:  
CLPF CRP TH MENLO PARK, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: GS UPTOWN MP MANAGER, LLC, A DELAWARE LIMITED LIABILITY COMPANY  
ITS MANAGING MEMBER

BY: \_\_\_\_\_  
NAME: MATTHEW UDOUJ  
ITS: VICE PRESIDENT

**OWNER ACKNOWLEDGMENT**

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF \_\_\_\_\_)SS.  
COUNTY OF \_\_\_\_\_)

ON \_\_\_\_\_ 20 \_\_\_\_, BEFORE ME, \_\_\_\_\_, A NOTARY PUBLIC,  
PERSONALLY APPEARED \_\_\_\_\_

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

NOTARY'S SIGNATURE: \_\_\_\_\_  
NOTARY'S PRINTED NAME: \_\_\_\_\_  
NOTARY'S PRINCIPAL PLACE OF BUSINESS: \_\_\_\_\_  
NOTARY'S COMMISSION No.: \_\_\_\_\_  
NOTARY'S COMMISSION EXPIRATION DATE: \_\_\_\_\_

**MENLO UPTOWN TOWNHOMES  
FINAL MAP**

CONSISTING OF ONE (1) LOT, APPROVED FOR  
A MAXIMUM OF 42 RESIDENTIAL CONDOMINIUM UNITS

CONSISTING OF 4 SHEETS  
BEING A RESUBDIVISION OF LOTS 18, 19 AND 20 AS SHOWN ON THAT CERTAIN MAP ENTITLED, "BOHANNON INDUSTRIAL PARK UNIT NO. 6, MENLO PARK, SAN MATEO COUNTY, CALIFORNIA", FILED FOR RECORD ON OCTOBER 22, 1963 IN BOOK 59 OF MAPS AT PAGE 11, RECORDS OF SAN MATEO COUNTY.

LYING ENTIRELY WITHIN THE  
CITY OF MENLO PARK, SAN MATEO COUNTY, CALIFORNIA

DATE: APRIL 2022



**SURVEYOR'S STATEMENT**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CLPF CRP TH MENLO PARK, LLC, ON OCTOBER 1, 2021. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE OCTOBER 31, 2023, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP.

DATE: \_\_\_\_\_

DAVIS THRESH  
P.L.S. NO. 6868



**SOIL REPORT**

A SOIL REPORT FOR MENLO UPTOWN TOWNHOMES HAS BEEN PREPARED BY ROCKRIDGE GEOTECHNICAL, 270 GRAND AVE., OAKLAND, CA 94610, ENTITLED "FINAL GEOTECHNICAL INVESTIGATION MENLO UPTOWN, 141 JEFFERSON DRIVE, 180 & 186 CONSTITUTION DRIVE, MENLO PARK, CA", PROJECT NO. 18-1466 AND DATED JUNE 25, 2020.

**CITY ENGINEER'S STATEMENT**

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT THE MAP CONFORMS TO CHAPTER 2 OF THE SUBDIVISION MAP ACT; AND THAT THE MAP COMPLIES WITH LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATE: \_\_\_\_\_

EBRAHIM SOHRABI, R.C.E. 42982  
SENIOR CIVIL ENGINEER  
CITY OF MENLO PARK



**CITY SURVEYOR'S STATEMENT**

I, MICHAEL J. MIDDLETON, CITY SURVEYOR FOR THE CITY OF MENLO PARK, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND I AM SATISFIED THAT THE SURVEY DATA SHOWN THEREON IS TECHNICALLY CORRECT.

DATE: \_\_\_\_\_

MICHAEL J. MIDDLETON, R.C.E. 29485  
CITY SURVEYOR  
CITY OF MENLO PARK



**CITY CLERK'S STATEMENT**

I, JUDI A. HERREN, CITY CLERK AND EX-OFFICIO CLERK OF THE CITY COUNCIL OF MENLO PARK, STATE OF CALIFORNIA HEREBY CERTIFY THAT SAID COUNCIL BY RESOLUTION ADOPTED AT A REGULAR MEETING ON THE DAY OF \_\_\_\_\_, 20\_\_\_\_, DID (DULY APPROVE THE WITHIN MAP AND SUBDIVISION AND DID) ACCEPT ON BEHALF OF THE PUBLIC, ALL PUBLIC EASEMENTS OFFERED FOR DEDICATION FOR PUBLIC USE.

DATE: \_\_\_\_\_

JUDI A. HERREN  
CITY CLERK AND EX-OFFICIO CLARK THE CITY COUNCIL  
OF THE CITY OF MENLO PARK

**COUNTY RECORDER'S STATEMENT**

FILED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_\_ M. IN BOOK \_\_\_\_ OF PARCEL MAPS AT PAGES \_\_\_\_\_ AT THE REQUEST OF FIRST AMERICAN TITLE INSURANCE COMPANY.

FILE NO. \_\_\_\_\_

FEE \_\_\_\_\_

MARK CHURCH, SAN MATEO COUNTY RECORDER

BY: \_\_\_\_\_  
DEPUTY RECORDER

# MENLO UPTOWN TOWNHOMES FINAL MAP

CONSISTING OF ONE (1) LOT, APPROVED FOR  
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CONSISTING OF 4 SHEETS  
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DATE: APRIL 2022



### BASIS OF BEARINGS

THE BEARING NORTH 21°56'50" EAST OF THE MONUMENT LINE OF CHRYSLER DRIVE, BETWEEN FOUND MONUMENTS, AS SAID BEARING AND MONUMENT LINE ARE SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "BOHANNON INDUSTRIAL PARK UNIT NO. 4" FILED FOR RECORD ON MARCH 2, 1962, IN BOOK 56 OF MAPS AT PAGE 5, SAN MATEO COUNTY RECORDS, WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS MAP.

### MAP NOTES

- ALL DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF. DISTANCES SHOWN ARE MEASURED AT GROUND LEVEL.
- THE DISTINCTIVE BORDER INDICATES THE BOUNDARY OF THE LAND SUBDIVIDED BY THIS MAP AND CONTAINS A MERGED AREA OF 2.069 ACRES, MORE OR LESS.
- SEE SHEETS 3 AND 4 FOR EXISTING AND PROPOSED EASEMENTS FULLY DELINEATED AND DIMENSIONED.

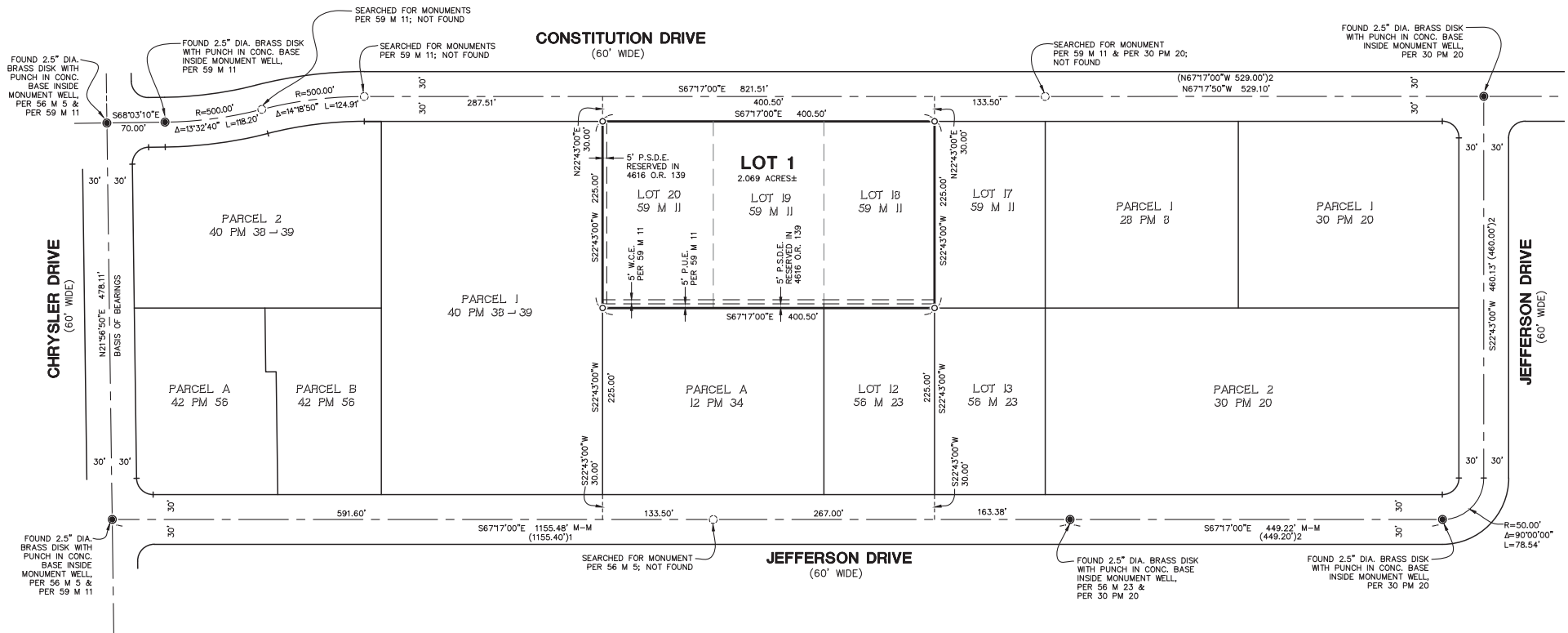
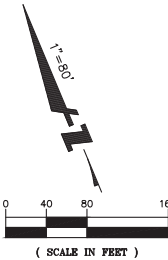
### LEGEND

- SET 3/4" IRON PIPE WITH PLASTIC PLUG, TACK AND TAG, STAMPED "LS 6868"
- FOUND MONUMENT, AS NOTED ON MAP

- DISTINCTIVE BORDER
- - - EASEMENT LINE
- - - CENTER LINE AND MONUMENT LINE
- - - LOT LINES TO BE REMOVED PER THIS MAP
- P.U.E. PUBLIC UTILITY EASEMENT
- W.C.E. WIRE CLEARANCE EASEMENT
- P.S.D.E. PUBLIC STORM DRAINAGE EASEMENT

### REFERENCES

- ( ) 1 RECORD DATA PER 56 M 23
- ( ) 2 RECORD DATA PER 30 PM 20





# MENLO UPTOWN TOWNHOMES FINAL MAP

CONSISTING OF ONE (1) LOT, APPROVED FOR  
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DATE: APRIL 2022



### LEGEND

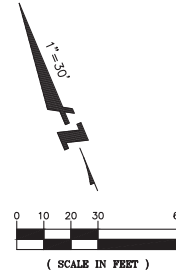
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- FOUND MONUMENT, AS NOTED ON MAP

- DISTINCTIVE BORDER
- - - EASEMENT LINE
- · - · - CENTER LINE AND MONUMENT LINE

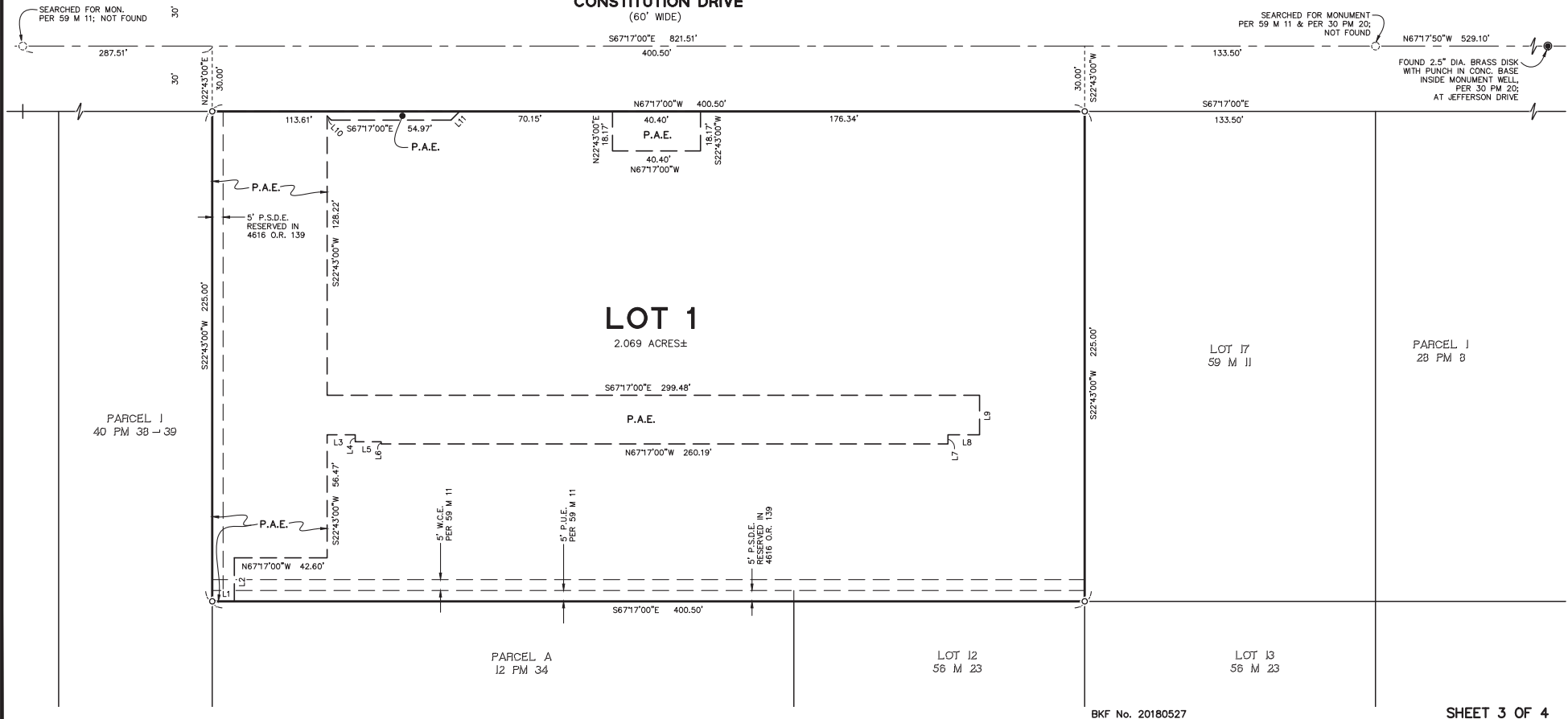
- E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT
- P.A.E. PUBLIC ACCESS EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- W.C.E. WIRE CLEARANCE EASEMENT
- P.S.D.E. PUBLIC STORM DRAINAGE EASEMENT

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N67°17'00"W	10.16
L2	S22°43'00"W	20.03
L3	N67°17'00"W	12.89
L4	N22°43'00"E	3.21
L5	N67°16'56"W	11.90
L6	N22°43'00"E	1.00

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L7	S22°43'00"W	4.21
L8	N67°17'00"W	14.50
L9	S22°43'00"W	18.17
L10	N22°17'00"W	2.67
L11	S67°43'00"W	5.66



## CONSTITUTION DRIVE (60' WIDE)



BKF No. 20180527

SHEET 3 OF 4



Recording requested by and when  
Recorded return to:

City of Menlo Park  
Attn: City Clerk  
701 Laurel Street  
Menlo Park, CA 94025-3483

Exempt From Recording Fees Per  
Government Code §27383 And  
Building Homes & Jobs Trust Fund  
Fee Per Government Code §27388.1(a) (2) (D)

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(SPACE ABOVE THIS LINE FOR RECORDER'S USE)  
APN: 055-242-140, 055-242-030, and 055-242-040

## PUBLIC IMPROVEMENT AGREEMENT

### Uptown - Multifamily and Townhome Improvements

This PUBLIC IMPROVEMENT AGREEMENT (this "**Agreement**"), is entered into as of \_\_\_\_\_, 2022 (the "**Effective Date**"), by and between the CITY OF MENLO PARK, a municipal corporation of the State of California ("**City**") and CLPF GRP Uptown Menlo Park, LLC, a Delaware limited liability company ("**MF Owner**"); and CLPF CRP TH Menlo Park, LLC, a Delaware limited liability company ("**TH Owner**"). MF Owner and TH Owner are collectively referred to as "**Developers**." City, MF Owner and TH Owner are referred to herein individually as a "**Party**" and collectively as the "**Parties**."

### RECITALS

A. MF Owner owns certain real property located at 141 Jefferson Drive, in the City of Menlo Park, State of California, more particularly described in legal description attached hereto as **Exhibit A-1** ("**Multifamily Property**"), and TH Owner owns certain real property located at 180 Constitution Drive and 186 Constitution Drive in the City of Menlo Park, County of San Mateo, State of California, more particularly described in the legal description attached hereto as **Exhibit A-2** ("**Townhome Property**"). The Multifamily Property and Townhome Property are collectively referred to as the "**Property**".

B. On June 21, 2021, after a duly noticed public hearing, and on the recommendation of the City's Housing Commission, the City's Planning Commission approved Planning Commission Resolution No. 2021-07, permitting Developers to develop 441 multi-family residential units ("**Multifamily Component**") and 42 for-sale townhome units ("**Townhome Component**"), approximately 2,940 square feet of community amenity space, as well as associated open space, circulation and parking, and infrastructure improvements at the Property (the "**Project**"), subject to certain requirements and conditions contained in the Conditions of Approval

(“**Conditions of Approval**”) and on September 14, 2021, after a duly noticed public hearing, the City Council adopted Resolution Nos. 6660, 6661, and 6662 denying all appeals to, and upholding the Planning Commission’s approval of, the Project.

C. Pursuant to Condition of Approval 1.ss, Developers shall enter into an agreement for completion of development improvements and provide a performance bond for the completion of the off-site improvements for the Project as referenced in Condition of Approval 2.z (green infrastructure), 2.cc, 2.kk, 2.uu (existing utilities to be relocated), 1.hh (new utilities), 1.ll (water mains and service laterals), 1.aa, 1.mm, 1.cc (sanitary sewer mains and service laterals), 1.ww, 2.nn (remove/replace any damaged/worn frontage improvements), 2.bb, 2.dd (asphalt overlay), and 2.ss (loading zones-Complete Streets Commission) and more particularly listed and depicted in **Exhibit B** (the “**Off-Site Improvements**”), which Off-Site Improvements shall be installed, constructed and completed as detailed in plans and specifications approved by the Public Works Director (“**Director**”) or the City Engineer or their designees where authorized by law. Developers shall obtain an encroachment permit from the City prior to commencing any work on the Off-Site Improvements within the public right-of-way or public easements.

D. Condition of Approval 2.w.w. provides that Developers shall enter into an improvement agreement with the City memorializing the terms for performance, construction, and completion of the transportation improvements, which are more particularly described in **Exhibit C** (the “**Transportation Improvements**”).

E. The City’s approval of the Project also included the approval of a lot line adjustment to create the Multifamily Property and Townhome Property, as well as a tentative map in accordance with the Subdivision Map Act and the City of Menlo Park Municipal Code (the “**Code**”), for the creation of 42 townhomes on the Townhome Property. On May \_\_\_, 2022, the City Council adopted Resolution No. \_\_\_\_, approving the final map for the creation of the 42 townhomes on the Townhome Property (“**Final Map**”), subject to the TH Owner entering into this Agreement regarding the Off-Site Improvements for the Townhome Property.

F. The City and the Developers desire to enter into this Agreement in order to permit the issuance of a building permit for the development of the Project, filing of the Final Map in the Official Records of the County of San Mateo, implement the Conditions of Approval, and to simultaneously satisfy the security provisions of the Code and the Conditions of Approval.

NOW, THEREFORE, in order to ensure satisfactory performance of the Developers under the Code and Conditions of Approval, Developers and the City agree as follows:

1. Recitals. The above recitals are true and correct, and are incorporated into this Agreement.

2. Developers’ Obligations.

(a) Off-Site Improvements and Transportation Improvements: Plans and Specifications and Construction. As more particularly described below, Developers shall, at its sole cost and expense, furnish all necessary materials, equipment and labor as is required to prepare the designs, plans and specifications for the Off-Site Improvements and Transportation Improvements for the Project for the review and approval of the Director of Public Works

(“**Director**”) and/or the City Engineer, as applicable (the “**Plans and Specifications**”). Developers shall, at its sole cost and expense, furnish all necessary materials, equipment and labor, and perform all work in a good and workmanlike manner, and cause the Off-Site Improvements and Near Term Improvements, as defined below, to be designed, installed, constructed and completed in substantial conformity with the Plans and Specifications, or with any changes required or ordered by the Director or City Engineer to the approved Plans and Specifications (the “**Work**”), which in his or her reasonable opinion are necessary or required to complete the Work in compliance with all applicable federal, state and local laws, ordinances, rules, regulations and policies.

(b) Multifamily Improvement Plans. As of the Effective Date, the Plans and Specifications for the Off-Site Improvements for the Multifamily Component listed in **Exhibit B** consist of conceptual improvement plans entitled "Menlo Uptown (Multifamily) Off-Site Street Improvements" prepared by BKF Engineers dated April 25, 2022, PGA Design dated April 22, 2022 and Giacalone Design, Inc. dated March 24, 2022, March 17, 2022, February 3, 2022 and March 11, 2022 (“**Multifamily Improvement Plans**”). MF Owner shall continue to work towards completion of and City approval of one hundred percent (100%) Multifamily Improvement Plans. The City shall diligently review and process the Multifamily Improvement Plans submitted by MF Owner. As each stage of improvement plans are approved by the City, the more complete and recently approved improvement plans shall be the “**Multifamily Improvement Plans**”. MF Owner shall obtain the approval of the Multifamily Improvement Plans to be constructed by MF Owner in accordance with the Conditions of Approval within three (3) months from the Effective Date. Further, in no event shall the City be obligated to issue a superstructure building permit to MF Owner for the construction of the Multifamily Component of the Project until the Multifamily Improvement Plans have been approved by City.

(c) Commencement and Completion of Construction of Multifamily Improvement Plans. Within ninety (90) days following the issuance of a superstructure building permit for the construction of the Multifamily Component of the Project, MF Owner shall commence the installation and construction of the improvements set forth in the Multifamily Improvement Plans to be constructed by MF Owner in accordance with the Conditions of Approval and this Agreement. In the event MF Owner fails to timely commence the construction of the improvements set forth in the Multifamily Improvement Plans as required herein, City may, in its discretion, issue and enforce a stop work notice on all or any portion of work being undertaken by MF Owner pursuant to any building permits issued by City for the construction of any portion of the Multifamily Component of the Project until construction of the improvements set forth in the Multifamily Improvement Plans has commenced to the reasonable satisfaction of the Director or City Engineer.

MF Owner shall complete the installation and construction of the improvements set forth in the Multifamily Improvement Plans in accordance with Section 6 (a) [Director's Inspection] below and City shall complete the Acceptance of the improvements set forth in the Multifamily Improvement Plans in accordance with Section 6 (b) [Acceptance] upon the earlier of (i) twenty four (24) months following the commencement of the installation and construction of the improvements set forth in the Multifamily Improvement Plans or (ii) issuance of a certificate of occupancy, inclusive of a temporary certificate of occupancy, from City for any portion of the Multifamily Component of the Project. The period of time provided for MF Owner to complete

the installation and construction of the improvements set forth in the Multifamily Improvement Plans pursuant to this Agreement may be extended upon application by MF Owner and approval by the Director pursuant to Section 4(b) [Extensions] below.

(d) Townhome Improvement Plans. As of the Effective Date, the Plans and Specifications for the Off-Site Improvements for the Townhome Component listed in **Exhibit B** consist of conceptual improvement plans entitled "Menlo Uptown (Townhomes) Off-Site Street Improvements" prepared by BKF Engineers dated April 25, 2022, PGA Design dated April 22, 2022 and Giacalone Design, Inc. dated March 8, 2022, March 17, 2022 and February 3, 2022 ("**Townhome Improvement Plans**"). TH Owner shall work towards completion of and shall obtain City approval of one hundred percent (100%) Townhome Improvement Plans. The City shall diligently review and process the Townhome Improvement Plans submitted by the TH Owner. As each stage of improvement plans are approved by the City, the more complete and recently approved improvement plans shall be the "**Townhome Improvement Plans**". TH Owner shall obtain the approval of the Townhome Improvement Plans to be constructed by TH Owner within eighteen (18) months of the Effective Date. Further, in no event shall City be obligated to issue a superstructure building permit to TH Owner for the construction of the Townhome Component of the Project until the Townhome Improvement Plans have been approved by City.

(e) Commencement and Completion of Construction of Townhome Improvement Plans. TH Owner shall commence the installation and construction of the improvements set forth in the Townhome Improvement Plans to be constructed by TH Owner in accordance with the Conditions of Approval and this Agreement, within ninety (90) days following the earlier of (i) issuance of a final certificate of occupancy from City for any portion of the Multifamily Component of the Project, or (ii) issuance of a superstructure building permit from the City to TH Owner for the construction of the Townhome Component of the Project. In the event TH Owner fails to timely commence the construction of the improvements set forth in the Townhome Improvement Plans as required herein, City may, in its discretion, issue and enforce a stop work notice on all or any portion of work being undertaken by TH Owner pursuant to any building permits issued by City for the construction of any portion of the Townhome Component of the Project until construction of the improvements set forth in the Townhome Improvement Plans has commenced to the reasonable satisfaction of the Director or City Engineer. The period of time provided for TH Owner to commence the installation and construction of the improvements set forth in the Townhome Improvement Plans pursuant to Section 2 (e)(i) above may only be extended upon application by TH Owner and approval by the Director pursuant to Section 4(b) [Extensions] below, which approval, if granted, shall be extended to a date or time certain and conditioned on the delivery of improvement security by TH Owner to City in accordance with Section 3 (c).

TH Owner shall complete the installation and construction of the improvements set forth in the Townhome Improvement Plans in accordance with Section 6 (a) [Director's Inspection] below and City shall complete the Acceptance of the improvements set forth in the Townhome Improvement Plans in accordance with Section 6 (b) [Acceptance] upon the earlier of (i) twenty four (24) months following the commencement of the installation and construction of the improvements set forth in the Townhome Improvement Plans or (ii) issuance of a certificate of occupancy, inclusive of a temporary certificate of occupancy, from City for any portion of the Townhome Component of the Project. The period of time provided for TH Owner to complete

the installation and construction of the improvements set forth in the Townhome Improvement Plans pursuant to this Agreement may be extended upon application by TH Owner and approval by the Director pursuant to Section 4(b) [Extensions] below.

(f) Transportation Improvements.

(i) Transportation Improvements Requiring Plans and Specifications for Construction. MF Owner shall prepare and submit Plans, Specifications, and Cost Estimates in connection with Condition of Approval 2.w.iii (Willow Road and Bay Road), Condition of Approval 2.w.ww.iv (Willow Road and Coleman Avenue) and Condition of Approval 2.w.ww.v (Willow Road and Gilbert Avenue)(collectively referred to as "**Near Term Transportation Improvements**"), prior to the issuance of a superstructure permit from City to MF Owner for the construction of the Multifamily Component of the Project ("**Transportation Improvement Plans**"), unless the City Council determines not to require the construction of the transportation improvement identified in Condition of Approval 2.w.ww.iv (Willow Road and Coleman Avenue) and Condition of Approval 2.w.ww.v (Willow Road and Gilbert Avenue) pursuant to Condition of Approval 2.xx. The City shall diligently review and process Transportation Improvement Plans submitted by MF Owner. Within one hundred twenty (120) days following the issuance of a superstructure building permit for the construction of the Multifamily Component of the Project, MF Owner shall commence the installation and construction of the improvements set forth in the Transportation Improvement Plans to be constructed by MF Owner in accordance with the Conditions of Approval and this Agreement. In the event MF Owner fails to timely commence the construction of the improvements set forth in the Transportation Improvement Plans as required herein, City may, in its discretion, issue and enforce a stop work notice on all or any portion of work being undertaken by MF Owner pursuant to any building permits issued by City for the construction of any the Multifamily Component of the Project until construction of the improvements set forth in the Transportation Improvement Plans has commenced to the reasonable satisfaction of the Director or City Engineer. Notwithstanding the foregoing, to the extent that the review and approval of improvement plans by Caltrans of improvements under Caltrans' jurisdiction for Condition of Approval 2.w.iii (Willow Road and Bay Road) delays commencement and progress on transportation improvements, MF Owner may provide documentation of such delays to City and City shall not issue a stop work notice in such circumstance.

MF Owner shall complete the installation and construction of the improvements set forth in the Transportation Improvement Plans in accordance with Section 6 (a) [Director's Inspection] below and City shall complete the Acceptance of the improvements set forth in the Transportation Improvement Plans in accordance with Section 6 (b) [Acceptance] upon the earlier of (i) twenty four (24) months following the commencement of the installation and construction of the improvements set forth in the Transportation Improvement Plans or (ii) issuance of a certificate of occupancy, inclusive of a temporary certificate of occupancy, from City for any portion of the Multifamily Component of the Project. The period of time provided for MF Owner to complete the installation and construction of the improvements set forth in the Transportation Improvement Plans pursuant to this Agreement may be extended upon application by MF Owner and approval by the Director pursuant to Section 4(b) [Extensions] below.

(ii) Transportation Improvements Requiring Conceptual Plans, Cost Estimates and Fees Only. Notwithstanding anything else herein, the Parties acknowledge and

agree that Condition of Approval 2.ww.vi (Chrysler Drive and Jefferson Drive), Condition of Approval 2.ww.vii (Chilco Street and Bayfront Expressway) and Condition of Approval 2.ww.viii (Chilco Street and Constitution Drive) (collectively referred to as "**Cumulative Transportation Improvements**") as further identified in **Exhibit C** obligate MF Owner to provide conceptual plans and cost estimates and pay fair share fees without any obligation to construct any of the Cumulative Transportation Improvements. Unless such obligation is modified by the City Council consistent with Condition of Approval 2.xx, MF Owner shall be required to provide conceptual plans, engineer's cost estimates and pay fair share fees for the Cumulative Transportation Improvements prior to issuance of a superstructure building permit from the City to MF Owner for the construction of the Multifamily Component of the Project. MF Owner shall not be required to provide 100% plans and shall not be required to construct such improvements or otherwise comply with the terms of this Agreement relating to construction of improvements.

(iii) Transportation Improvements Not Required. Developers shall not be required to construct improvements in connection with Condition of Approval 2.w.w.i (Marsh Road and Bayfront Expressway/Haven Avenue) and Condition of Approval 2.ww.ii (Willow Road and Newbridge Street) and shall instead pay applicable Transportation Impact Fee Program fees.

(g) Other Required Documentation.

(i) Prior to the issuance of a superstructure building permit from City to MF Owner for the construction of the Multifamily Component of the Project, MF Owner shall provide executed copies of all the documents, agreements and notices required pursuant to and set forth in **Exhibit D** and labeled as required pursuant to Section 2 (g)(i), including the improvement security set forth in Section 3 and insurance coverage set forth in Section 9, with respect to the Near Term Transportation Improvements and improvements set forth in the Multifamily Improvement Plans to be installed, constructed and completed by MF Owner in accordance with the Conditions of Approval and this Agreement, unless waived or deferred by the Director, in writing, until a time certain or the time of a request for a Notice of Completion pursuant to Section 6 (a) [Director's Inspection] below. The required documents shall include an (A) estimate of costs to construct and complete the improvements set forth in the Multifamily Improvement Plans plus a twenty five percent (25%) contingency ("**Multifamily Engineer's Estimate**") and (B) an estimate of costs to construct and complete the improvements set forth in the Transportation Improvement Plans plus a twenty five percent (25%) contingency ("**Transportation Engineer's Estimate**").

(ii) Prior to the earlier of (i) issuance of a final certificate of occupancy from City for any portion of the Multifamily Component of the Project, or (ii) issuance of a superstructure building permit from the City to TH Owner for the construction of the Townhome Component of the Project, TH Owner shall provide executed copies of all the documents, agreements and notices required pursuant to and set forth in **Exhibit D** and labeled as required pursuant to Section 2 (g)(ii), including the improvement security set forth in Section 3 and insurance coverage set forth in Section 9, with respect to the improvements set forth in the Townhome Improvement Plans to be installed, constructed and completed by TH Owner in accordance with the Conditions of Approval and this Agreement, unless waived or deferred by the Director, in writing, until a time certain or the time of a request for a Notice of Completion pursuant



to Section 6 (a) [Director’s Inspection] below. The required documents shall include an estimate of costs to construct and complete the improvements set forth in the Townhome Improvement Plans plus a twenty five percent (25%) contingency (“**Townhome Engineer’s Estimate**”).

(iii) At the time of a request for a Notice of Completion for the improvements set forth in the Transportation Improvement Plans, Multifamily Improvement Plans or the Townhome Improvement Plans pursuant to Section 6 (a) [Director’s Inspection] below, Developers, as appropriate, shall provide all documents required pursuant to and set forth in **Exhibit E**, plus any other materials previously deferred by the Director pursuant to subsections 2 (g)(i) or 2(g)(ii) above, unless waived or deferred by the Director, in writing, until a time certain or the time of a request for Acceptance pursuant to Section 6 (b) below. The required documents shall include as-built plans of the completed improvements, or portion thereof, set forth in the Transportation Improvement Plans, Multifamily Improvement Plans and Townhome Improvement Plans in both electronic (in a reasonably current version of AutoCAD and/or another digital format acceptable to Public Works) and Mylar formats and any reports required by any related Plans and Specifications.

(iv) At the time of a request for Acceptance of the improvements set forth in the Transportation Improvement Plans, Multifamily Improvement Plans or the Townhome Improvement Plans pursuant to Section 6(b) below, Developers, as appropriate, shall provide all the documents required pursuant to and set forth in **Exhibit F**, plus any other materials previously deferred by the Director pursuant to subsections 2(g)(i), 2 (g)(ii) and 2(g)(iii) above, unless waived or deferred by the Director in writing. In addition, as part of compliance with this subsection 2 (h)(iv), Developers shall coordinate with the City and assist in the City’s process for the subsequent dedication and Acceptance of the improvements set forth in the Transportation Improvement Plans, Multifamily Improvement Plans and the Townhome Improvement Plan by (A) providing necessary maps, legal descriptions and plats for street openings, proposed easements and/or dedications for right of way or utility purposes and for relinquishment of existing rights of access and utilities associated with on-site and off-site development, to the extent applicable, and (B) executing easement agreements or grant deeds or modifying existing easements or grant deeds consistent with the Conditions of Approval, to the extent applicable.

(h) Labor Code Compliance. Developers shall carry out, and shall use its best efforts to ensure that its contractors and subcontractors carry out, the design, installation, construction and completion of the Near Term Transportation Improvements in conformity with all applicable State of California Labor Code requirements; the City zoning and development standards; building, plumbing, mechanical and electrical codes; all other provisions of the City of Menlo Park Municipal Code; and all applicable disabled and handicapped access requirements, including the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*

Developers acknowledge and agree that the Off-Site Improvements and Near Term Transportation Improvements constitute “public works” as defined in Labor Code §1720. Developers shall be required to comply with prevailing wage requirements in connection with the design and construction of the Off-Site Improvements and Near Term Transportation Improvements to the extent required by applicable State of California Labor Code requirements.

Developers shall require the general contractor(s) for the Off-Site Improvements and Near Term Transportation Improvements to post on the job site prevailing wage rates for all applicable trades and to submit certified copies of payroll records to Developers to ensure compliance with State of California Labor Code requirements pertaining to public works. Developers shall provide such payroll records to City within ten (10) days following City's request therefor. Developers shall also include in its construction contract a provision obligating Developers' contractor to require its contractors and/or subcontractors to comply with public works prevailing wage requirements.

Developers shall defend, with counsel reasonably acceptable to City, indemnify and hold harmless City and Bay Cities Joint Powers Insurance Authority and their respective officials, officers, employees, agents and representatives ("**Indemnitees**") from and against any and all liabilities, obligations, orders, claims, damages, governmental fines or penalties, and actual expenses of defense with respect thereto, including reasonable attorneys' fees and costs ("**Claims**") arising out of Developers' failure to comply with State of California Labor Code requirements pertaining to the design and construction of the Near Term Transportation Improvements. Further, Developers shall indemnify and hold harmless the Indemnitees with respect to all final judgments or settlements in actions brought by any "contractor" in which City is (i) determined to be an "awarding body" and (ii) damages are awarded, pursuant to Labor Code sections 1726 or 1781. Developers' defense, indemnity and hold harmless obligations under this section shall survive expiration or termination of this Agreement.

Developers hereby waive, release and discharge forever the Indemnitees from any and all present and future Claims arising out of or in any way connected with Developers' obligation to comply with all State of California Labor Code requirements pertaining to the design, installation, construction and completion of the Near Term Transportation Improvements.

This release applies to all potential future claims and Developers on behalf of itself and its agents, representatives, assigns, heirs, spouses, successors-in-interest, executors, administrators, employees, contractors, subcontractors, material suppliers and vendors ("**Releasors**"), agrees to waive any and all rights pursuant to Section 1542 of the California Civil Code, which reads as follows:

"A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Developers shall include within each of its contracts, subcontracts, and within any other agreements with Releasors involved in the Work, a release in favor of the Indemnitees substantially identical to this Section 2 (h).

3. Improvement Security.

(a) Security: Multifamily Improvement Plans. Concurrent with the delivery of the documentation set forth in **Exhibit D** in accordance with the provisions of Section 2(g)(i), MF Owner shall furnish and deliver to the Director bonds, in favor of the City, substantially in the form attached as **Exhibits G-1** and **G-2** and approved by the City Attorney, from an issuer

approved by the Director, securing the completion of the installation and construction of the improvements set forth in the Multifamily Improvement Plans, and payment for all labor, materials, equipment, and services required for the installation and construction of the improvements set forth in the Multifamily Improvement Plans, including any monuments as determined to be necessary by the Director or City Engineer, as follows:

(i) Performance bonds, substantially in the form attached as **Exhibit G-1** and approved by the City Attorney, in the amount of the Multifamily Engineer's Estimate to secure the satisfactory performance of MF Owner's obligation to complete the installation and construction of the improvements set forth in the Multifamily Improvement Plans; further, as provided therein, upon Acceptance of the improvements set forth in the Multifamily Improvement Plans by City pursuant to Section 6(b), the performance bond shall convert to a warranty bond in the amount of ten percent (10%) of the Multifamily Engineer's Estimate for a period of one (1) year to secure the Warranty Period provided in Section 8(a) below; and

(ii) Payment bonds, substantially in the form attached as **Exhibit G-2** and approved by the City Attorney, in the amount of the Multifamily Engineer's Estimate to guarantee payment for the labor, materials, equipment, and services required for the installation, construction and completion of the improvements set forth in the Multifamily Improvement Plans.

(b) **Security: Transportation Improvement Plans.** Concurrent with the delivery of the documentation set forth in **Exhibit D** in accordance with the provisions of Section 2(g)(i), MF Owner shall furnish and deliver to the Director bonds, in favor of the City, substantially in the form attached as **Exhibits G-1** and **G-2** and approved by the City Attorney, from an issuer approved by the Director, securing the completion of the installation and construction of the improvements set forth in the Transportation Improvement Plans, and payment for all labor, materials, equipment, and services required for the installation and construction of the improvements set forth in the Transportation Improvement Plans, including any monuments as determined to be necessary by the Director or City Engineer, as follows:

(i) Performance bonds, substantially in the form attached as **Exhibit G-1** and approved by the City Attorney, in the amount of the Transportation Engineer's Estimate for the installation, construction and completion of the improvements set forth in the Transportation Improvement Plans, to secure the satisfactory performance of MF Owner's obligation to complete the installation and construction of the improvements set forth in the Transportation Improvement Plans; further, as provided therein, upon Acceptance of the improvements set forth in the Transportation Improvement Plans by City pursuant to Section 6 (b), the performance bond shall convert to a warranty bond in the amount of ten percent (10%) of the Transportation Engineer's Estimate for a period of one (1) year to secure the Warranty Period provided in Section 8(a) below; and

(ii) Payment bonds, substantially in the form attached as **Exhibit G-2** and approved by the City Attorney, in the amount of the Transportation Engineer's Estimate to guarantee payment for the labor, materials, equipment, and services required for the installation, construction and completion of the improvements set forth in the Transportation Improvement Plans.

(c) Security: Townhome Improvement Plans. Concurrent with the delivery of the documentation set forth in Exhibit D in accordance with the provisions of Section 2(g)(ii), TH Owner shall furnish and deliver to the Director bonds, in favor of the City, substantially in the form attached as Exhibits G-1 and G-2 and approved by the City Attorney, from an issuer approved by the Director, securing the completion of the installation and construction of the improvements set forth in the Townhome Improvement Plans, and payment for all labor, materials, equipment, and services required for the installation and construction of the improvements set forth in the Townhome Improvement Plans, including any monuments as determined to be necessary by the Director or City Engineer, as follows:

(i) Performance bonds, substantially in the form attached as Exhibit G-1 and approved by the City Attorney, in the amount of the Townhome Engineer's Estimate for the installation, construction and completion of the improvements set forth in the Townhome Improvement Plans, to secure the satisfactory performance of TH Owner's obligation to complete the installation and construction of the improvements set forth in the Townhome Improvement Plans; further, as provided therein, upon Acceptance of the improvements set forth in the Townhome Improvement Plans by City pursuant to Section 6 (b), the performance bond shall convert to a warranty bond in the amount of ten percent (10%) of the Townhome Engineer's Estimate for a period of one (1) year to secure the Warranty Period provided in Section 8(a) below; and

(ii) Payment bonds, substantially in the form attached as Exhibit G-2 and approved by the City Attorney, in the amount of Townhome Engineer's Estimate guarantee payment for the labor, materials, equipment, and services required for the installation, construction and completion of the improvements set forth in the Townhome Improvement Plans.

(d) Use of Security. Any security provided under Section 3(a), 3 (b) and 3(c) shall be referred to collectively as the “**Security**”. If the installation and construction of the improvements set forth in the Multifamily Improvement Plans, Townhome Improvement Plans or Transportation Improvement Plans are not commenced or completed within the time periods specified in Sections 2(c), 2(e), or 2 (f)(i), respectively, and such period is not extended by the City or as otherwise provided under this Agreement, or Developers has not satisfactorily corrected all deficiencies during the Warranty Period (as defined below), the Security may, as determined by the Director, be used by the City for commencement and completion of the installation and construction of the improvements set forth in and in accordance with the Multifamily Improvement Plans, Townhome Improvement Plans or Transportation Improvement Plans and for the correction of any such deficiencies.

#### 4. Construction of the Off-Site Improvements and Near Term Transportation Improvements.

(a) Permits and Fees. Developers shall not perform any work on the Off-Site Improvements or Near Term Transportation Improvements until all required permits have been obtained for the portion of work involved, and all applicable fees, including, but not limited to, encroachment permit, building permit, plan check, inspection and testing fees, have been paid to City. In addition, no work shall commence until the Developers have submitted to the City and City has approved, which approval shall not be unreasonably withheld, all required items described

in Section 2(g), as applicable, and any additional requirements of and authorizations specified in the Code, Conditions of Approval, and this Agreement, unless the Director, in his or her discretion, has granted a written waiver or deferral for one or more of these materials.

Developers acknowledge that City may inspect the construction of the Off-Site Improvements and Near Term Transportation Improvements and agrees to pay costs incurred by City for these inspection services. Costs of inspection services include, but are not limited to, checking of maps and plans, field checking, inspection and testing conducted by City staff and/or agents or consultants contracted by City to perform such services. City staff, agents and consultants shall at all times during construction of the Off-Site Improvements and Near Term Transportation Improvements have access to the work.

(b) Extensions. The Developers may request an extension of the time period specified in Sections 2(c), 2(e), or 2(f)(i) for completion of the installation and construction of the Off-Site Improvements and Near Term Transportation Improvements by written request to the Director. A request shall include satisfactory evidence, as determined by the Director, to justify the extension, and shall be made upon the Director's determination that Developers cannot reasonably meet the deadline in the time remaining for completion. The Director may request additional information, and shall in good faith attempt to determine within thirty (30) days of the request whether to grant an extension of time. The Director's failure to respond within the time specified shall, however, not constitute either a grant or denial of the requested extension. The Director shall not unreasonably withhold a request for an extension. The Director may reasonably condition an extension subject to the terms of this Agreement and the conditions provided in the Code, including execution of an extension agreement and the extension of any security. No extension approved hereunder shall limit or relieve a surety's liability, or provide an extension on any future obligation under this Agreement.

(i) Consistent with Condition of Approval 2.w.iii (Willow Road and Bay Road), which requires Caltrans review and approval, MF Owner may request the ability to provide a performance bond for 100 percent of the estimated cost of the improvements plus 30 percent contingency in order to obtain occupancy of the Multifamily Portion of the Project. If MF Owner continues to work diligently to the satisfaction of the Director of Public Works or designee, but has not yet obtained approval to construct the improvements within five years from the date of issuance of the building permit for the Multifamily Component of the Project, then MF Owner shall be relieved of the responsibility to construct the improvements and the bond shall be released by the City.

(c) Revisions to Plans and Specifications. Requests by the Developers for revisions, modifications, or amendments to the approved Multifamily Improvement Plans, Townhome Improvement Plans or Transportation Improvement Plans (each a "**Plan Revision**") shall be submitted in writing to the Director (with a copy to the Director's designee). Developers shall not commence construction of any proposed Plan Revision without approval by Public Works and until revised plans have been received and approved by the Director (or the Director's designee) in writing.

(i) Any documentation required for a Plan Revision shall be processed with reasonable promptness, and approval of the Plan Revision shall not be deemed final until the amendment or other documentation has been completed.

(ii) Any Plan Revision request shall be accompanied by (A) a statement explaining the need for or purpose of the proposed revision, and (B) drawings and specifications and other related documents showing the proposed Plan Revision in reasonable detail, consistent with the original Plans and Specifications.

5. Release of Security. The Security, or any portions thereof, not required to secure completion of Developers' obligation for construction or installation of Off-Site Improvements and Near Term Transportation Improvements, to satisfy claims by contractors, subcontractors, and/or persons furnishing materials or equipment, or for setting monuments, shall be released to the Developers, or its successors in interest, or reduced, pursuant to the procedures below as appropriate:

(a) Warranty Bond. Upon the Acceptance of Off-Site Improvements and Near Term Transportation Improvements in accordance with Section 6(a), the Security shall be reduced as to that portion of Off-Site Improvements and Near Term Transportation Improvements in accordance with Section 3(a)(i), 3(b)(i) and 3(c)(i). As to that portion of Off-Site Improvements and Near Term Transportation Improvements, the Security remaining following such reduction is referred to herein as the "**Remaining Security**," which term shall also refer to all Security remaining after any release under this Subsection following the Director's issuance of a Notice of Completion for the final portion of Off-Site Improvements and Near Term Transportation Improvements.

(b) Partial Release of Security. Notwithstanding the release provisions in Section 5(a) and except as provided in Section 5(c), the Security as required by Section 3 may be reduced in conjunction with completion of any portion of Off-Site Improvements and Near Term Transportation Improvements to the satisfaction of the Director in compliance with Section 6(a) to an amount determined by the Director that equals the actual cost of the completed portion of Off-Site Improvements and Near Term Transportation Improvements. Prior to the date that the conditions set forth in Section 5(c) are satisfied, in no event, however, shall the amount of the Security be reduced below the greater of (i) the amount required to guarantee the completion of the remaining portion of Off-Site Improvements and Near Term Transportation Improvements and any other obligation imposed by the Subdivision Map Act, if applicable, the Code, Conditions of Approval or this Agreement; or (ii) the warranty bond totaling ten percent (10%) of the original bond amount.

(c) Release of Remaining Security. Remaining Security shall be released when all of the following have occurred:

(i) One (1) year following the date of Acceptance (as defined below) of (or, as appropriate, a Certificate of Conformity) regarding the relevant portion of Off-Site Improvements and Near Term Transportation Improvements, or, with respect to any specific claim of defects or deficiency in Off-Site Improvements and Near Term Transportation Improvements (excepting therefrom normal wear and tear) after such has been Accepted, one (1) year following

the date that any such defect or deficiency which the Director identified in the Off-Site Improvements and Near Term Transportation Improvements in accordance with Section 6(a) has been corrected or waived in writing by the Director; and

(ii) The City Clerk (or the Clerk's designee) certifies that no claims by any contractor, subcontractor or person furnishing labor, materials or equipment for the Off-Site Improvements and Near Term Transportation Improvements have been filed with the City, or all such claims have been satisfied, withdrawn, or otherwise secured by bond or other security provided by Developers and approved by the Director (or the Director's designee).

6. Completion and Acceptance.

(a) Director's Inspection. No sooner than ninety (90) days prior to the date that Developers intend for the Director to issue a Notice of Completion, Developers shall make a written request to the Director of the Developers' intent to initiate the Notice of Completion process ("**Letter of Intent to Request Notice of Completion**"). Upon written request from the Developers for a "**Notice of Completion**", accompanied with any and all materials that are required under Section 2(g)(iii) [Other Required Documentation] related to the Notice of Completion and any other materials that the Director deferred in writing pursuant to Section 2(g)(i) or 2(g)(ii), other than those materials that the Director has deferred until Acceptance, the Director shall initiate the inspection. If the Developers fail to submit a Letter of Intent to Request Notice of Completion, the Director need not consider the Developers' request for the Director's issuance of a Notice of Completion until such a Letter of Intent to Request Notice of Completion is submitted to the Director and ninety (90) days have passed from the submission of the Letter; provided, however, that the Director, in his or her discretion, may agree in writing to a period of less than ninety (90) days from receipt of the Letter to consider issuance of a Notice of Completion. If the Director determines that the Off-Site Improvements and Near Term Transportation Improvements have not been completed or does not satisfy the above requirements, Director shall notify Developers of such determination together with a statement setting forth with particularity the basis for that determination. If the Director determines that the Off-Site Improvements and Near Term Transportation Improvements has been completed and meets the above requirements, the Director shall issue the Notice of Completion. For the sake of clarity, the Developers may submit separate requests for Notices of Completion for the improvements set forth in the Multifamily Improvement Plans, improvements set forth in the Transportation Improvement Plans and improvements set forth in the Townhome Improvement Plans. Requests to further separate Notices of Completion for separate scopes of work shall be subject to the Director's approval.

(b) Acceptance. "**Acceptance**" by the City of the Off-Site Improvements and Near Term Transportation Improvements, or portion thereof, for public use and maintenance shall be deemed to have occurred when:

(i) The Director has issued a Notice of Completion for the Off-Site Improvements and Near Term Transportation Improvements, or portion thereof, in accordance with Section 6(a);

(ii) The Developers submit a written request to the Director to accept the Off-Site Improvements and Near Term Transportation Improvements, or portion thereof. Such

submission shall include all materials required by Section 2(g)(iv) and all materials for which the Director authorized deferral under Sections 2(g)(i), 2(g)(ii) and 2(g)(iii); and

(iii) The Director, in writing, accepts the Off-Site Improvements and Near Term Transportation Improvements, or portion thereof, for public use and maintenance in accordance with the Code and Developers' warranty obligations under Section 8(a) of this Agreement.

(c) Offers of Dedication. The Developers' statements on a Final Map, if applicable, include or shall include certain irrevocable offers of dedication of improvements, easements shown only on the map, easements by agreement, and real property in fee simple. In addition to statements on a Final Map, if applicable, offers of dedication of improvements shall be made by separate instrument(s); offers of dedication of real property in fee simple shall be made by separate instrument(s) and separate deed(s); and offers of dedication of easements shall be made by separate instrument(s). The City Council shall accept, conditionally accept, or reject such offers of easements or fee simple in real property, if applicable, at its discretion, and may accept these offers of easements or fee simple in real property at its convenience through formal action of the City Council or as otherwise provided in local law. The Public Works Director shall accept, conditionally accept, or reject for public right-of-way and utility purposes the Off-Site Improvements and Near Term Transportation Improvements (or a portion of the Off-Site Improvements and Near Term Transportation Improvements), in writing, in accordance with Section 6(b). The Final Map, if applicable, may include certain offers of dedication of easements or fee simple in real property as more particularly set forth therein; upon the Director's issuance of a Notice of Completion for the Off-Site Improvements and Near Term Transportation Improvements, or portion thereof, in accordance with Section 6(a) of this Agreement, the City Council shall by resolution accept, conditionally accept, or reject such offers of dedication of easements or fee simple in real property.

(d) Dedication. In addition to accepting improvements, if applicable, the City shall dedicate the Off-Site Improvements and Near Term Transportation Improvements to public use and shall designate them for their appropriate public uses.

## 7. Developers' Maintenance Responsibility.

(a) General Maintenance and Liability Prior to Acceptance. Prior to Acceptance, Developers shall be responsible for the maintenance and repair of the Off-Site Improvements and Near Term Transportation Improvements, in accordance with the obligations identified for the MF Owner and TH Owner in Section 2, and shall bear liability regarding the same.

(b) Maintenance and Liability Following Acceptance. Following Acceptance of Off-Site Improvements and Near Term Transportation Improvements, and subject to Section 8(a), the City shall assume the responsibility of operating and maintaining and shall be liable for such Off-Site Improvements and Near Term Transportation Improvements in accordance with State law and the Code, as either may be amended from time to time. Without limiting the generality of the foregoing, nothing in this Agreement shall be construed to mean that City shall have right to call upon the Security pursuant to Section 8(a) for the repair, replacement, restoration,



or maintenance of the Off-Site Improvements and Near Term Transportation Improvements damaged during the Warranty Period by the actions of third parties following Acceptance by the City or by ordinary wear and tear or harm or damage from improper operation of the Off-Site Improvements and Near Term Transportation Improvements by the City, or any agent or agency of either. Furthermore, without limiting the generality of the foregoing, nothing in this Agreement shall be construed to mean that Developers do not retain responsibility for maintenance and repair of “sidewalks” and “walkways”, as defined in California Streets and Highways Code §5600 and Menlo Park Municipal Code §13.08.010, respectively, constructed as part of the Off-Site Improvements, pursuant to California Streets and Highways Code §5600 *et seq.* and Chapter 13.08 of Title 13 of the Code, as said provisions may be amended from time to time.

(c) Protection of Off-Site Improvements and Near Term Transportation Improvements. Developers may, but shall not be obligated to, allow access by the public to portions of the Off-Site Improvements and Near Term Transportation Improvements that have been constructed but not Accepted. In order to protect the Off-Site Improvements and Near Term Transportation Improvements from damage and to minimize Developers’ exposure to liability until such time as the applicable Off-Site Improvements and Near Term Transportation Improvements, or portion thereof, is Accepted, Developers may erect a construction fence or other physical barrier around areas under construction, to be constructed in the future, or constructed but not Accepted, provided that Developers have procured all necessary permits and complied with all applicable laws. However, no construction fence or other physical barrier may be built or maintained if the Director determines that a construction fence or other physical barrier adversely affects public health or safety by unreasonably restricting the ingress and egress of the public to and from a public right of way. For purposes of the preceding sentence, if there exists an alternative means of ingress and egress other than the Off-Site Improvements and Near Term Transportation Improvements, then the Director may not determine that the construction fence or other physical barrier constitutes an unreasonable restriction of ingress and egress of the public to and from a public right of way.

8. Warranty and Indemnity.

(a) Warranty. Acceptance of Off-Site Improvements and Near Term Transportation Improvements by the City shall not constitute a waiver of any defects. Separate and apart from any warranty provided at law, Developers covenant that all Off-Site Improvements and Near Term Transportation Improvements constructed or installed by Developers shall be free from defects in material or workmanship and shall perform satisfactorily for a period (a “**Warranty Period**”) of one (1) year for all portions of the Off-Site Improvements and Near Term Transportation Improvements. Such Warranty Period shall begin upon the Acceptance of the Off-Site Improvements and Near Term Transportation Improvements (or portion thereof), except that the Warranty Period for plant materials and trees planted as part of the Off-Site Improvements and Near Term Transportation Improvements shall not commence until the plant establishment period set in accordance with the Multifamily Improvement Plans, Townhome Improvement Plans and Transportation Improvement Plans has satisfactorily passed. During the Warranty Period, Developers shall, as necessary, and upon receipt of a request in writing from the Director that defective work be corrected, inspect, correct, repair or replace any defects in the Off-Site Improvements and Near Term Transportation Improvements (excepting therefrom normal wear and tear) at its own expense. Should Developers fail to act with reasonable promptness to make

such inspection, correction, repair or replacement, or should an emergency require that inspection, correction, repair or replacement be made before Developers can be notified (or prior to Developers' ability to respond after notice), the City may, at its option, upon notice to Developers, make the necessary inspection, correction, repair or replacement or otherwise perform the necessary work and Developers shall reimburse the City for the actual cost thereof. During the Warranty Period, the City shall hold the Developers' Security, reduced as described in Section 5, to secure performance of Developers' foregoing warranty obligations. Developers' responsibility during the Warranty Period shall include repairing defects and defective material or workmanship, but not ordinary wear and tear or harm or damage from improper maintenance or operation of the Off-Site Improvements and Near Term Transportation Improvements by the City, or any agent or agency of either.

(b) Indemnification of City. Developers, its successors and assigns, shall defend and indemnify the Indemnitees from and against any and all loss, cost, damage, injury, liability, and claims ("**Losses**") to the extent arising from Developers' breach of or negligent performance (or nonperformance) of this Agreement, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except to the extent such Loss is the result of the gross negligence or willful misconduct of City, and further provided that any demand for indemnification hereunder with respect to negligent or defective construction must be brought, if at all, within one (1) year after expiration of the Warranty Period applicable to the Off-Site Improvements, or portion therefore. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs, and the City's cost of investigating any claims against the City.

(c) Limitation on City Liability. The City shall not be an insurer or surety for the design or construction of the Off-Site Improvements and Near Term Transportation Improvements pursuant to the approved Multifamily Improvement Plans, Townhome Improvement Plans and Transportation Improvement Plans, nor shall any officer or employee thereof be liable or responsible for any accident, loss, or damage happening or occurring during the construction of the Off-Site Improvements and Near Term Transportation Improvements as specified in this Agreement, except as may arise due to the gross negligence or willful acts or omissions of the City.

9. Insurance. Prior to performing any Work pursuant to this Agreement, Developers shall, at its sole cost and expense, procure and maintain in effect, or cause to be procured and maintained in effect by contractor performing said Work, insurance coverage for general liability, automobile liability, workers compensation, pollution liability and Builder's Risk against claims which may arise out of or result from the design, installation, construction and completion of the Off-Site Improvements by Developers, its agents, employees and contractors. Concurrent with the delivery of the documentation set forth in Exhibit D in accordance with the provisions of Section 2(g)(i) and 2 (g)(ii), Developers shall deliver to City one or more certificates of coverage, with the appropriate endorsements outlined below. The insurance policies shall be provided by a financially responsible insurance company authorized to write business in the State of California and have, at

all times, a Best's rating of "A- VII" (A minus VII) or better by AM Best & Company, and with coverage and policy limits as follows:

(i) The general liability insurance coverage shall have a per occurrence limit of two million and 00/100 dollars (\$2,000,000.00) and an aggregate limit of at least five million and 00/100 dollars (\$5,000,000.00), and shall be endorsed to (a) include the Indemnitees as additional covered parties providing all required coverages including coverages for both ongoing and completed operations, (b) stipulate that such coverage is primary and is not excess of, or contributing with, any other insurance carried by, or for the benefit of the Indemnitees, (c) apply separately to each insured and additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, (d) waive any and all right of subrogation against the Indemnitees, and (e) contain a cross liability/severability endorsement (unless the base policy contains a separation of insureds clause accomplishing the same result);

(ii) The auto liability insurance coverage shall cover all owned, hired and non-owned vehicles utilized in connection with the construction of the Off-Site Improvements with a per occurrence limit of two million and 00/100 dollars (\$2,000,000.00) and an aggregate limit of not less than five million and 00/100 dollars (\$5,000,000.00), and shall be endorsed to (a) include the Indemnitees as additional covered parties, (b) stipulate that such coverage is primary and is not excess of, or contributing with, any other insurance carried by, or for the benefit of the Indemnitees, (c) apply separately to each insured and additional covered parties against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, (d) waive any and all right of subrogation against the Indemnitees, and (e) contain a cross liability/severability endorsement (unless the base policy contains a separation of insureds clause accomplishing the same result);

(iii) Worker's Compensation insurance as required by the State of California which shall be endorsed to waive any and all rights of subrogation against the Indemnitees; further, any and all subcontractors shall maintain insurance coverage limits in accordance with state statute which shall also be endorsed to waive any and all rights of subrogation against the Indemnitees;

(iv) Pollution liability coverage shall have coverage limits of not less than \$2,000,000 for each claim arising from the discharge, dispersal, release or escape of any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse or body of water, including groundwater; coverage shall include on and off-site clean up and emergency response costs and claims arising from above ground and below ground storage tanks; and

(v) Builder's Risk property insurance (either directly or through Developers' general contractor) on all buildings, structures, improvements, materials and real property on site, that are intended to be, or have already been incorporated into and forming part of the Work. Such coverage shall be on a builder's risk "special perils" or equivalent policy form in an amount not less than the Multifamily Engineer's Estimate and the Transportation Engineer's Estimate in the case of the MF Owner and the Townhome Engineer's Estimate in the case of the TH Owner, plus the value of subsequent contract modifications and the cost of the materials supplied or installed by others, comprising the total value of the Work on a replacement cost basis, with a deductible not to exceed \$100,000.00. Such property insurance shall be maintained for the Work, unless otherwise agreed in writing by City. This insurance shall include the interests of City and the other

Indemnitees, Developers, Developers' contractor and subcontractors on the Work. City shall further have the right to review and reasonably approve the form of Builder's Risk policy.

10. Miscellaneous.

(a) Relationship Between the Parties; Authority; Binding Effect. In performing its obligations under this Agreement, the Developers are independent contractors and not an agent or employee of the City. This Agreement does not create any partnership or agency between the Parties, each of which is, and at all times shall remain, solely responsible for all acts of its officials, employees, agents, contractors and any subcontractors, including any negligent acts or omissions. No Party is an agent of the other, and has no authority to act on behalf of or to bind the other Party to any obligation whatsoever. Each Party executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind. Each of the terms, covenants and conditions of this Agreement shall extend to and be binding on and shall inure to the benefit the Parties and each of their respective successors and assigns and all those taking by, under or through it or them.

(b) Venue; Attorneys' Fees. In the event that any action is brought by either Party hereto as against the other Party for the enforcement or declaration of any right or remedy in or under this Agreement or for the breach of any covenant or condition of this Agreement, venue for any such proceeding shall be in the Superior Court of the County of San Mateo, State of California. Should any party hereto institute any action or proceeding in court or other dispute resolution mechanism ("DRM") to enforce any provision hereof by reason of an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to receive from the losing party, court or DRM costs or expenses incurred by the prevailing party including, without limitation, expert witness fees, document copying expenses, exhibit preparation costs, carrier expenses and postage and communication expenses, and such amount as the court or DRM may adjudge to be reasonable attorneys' fees for the services rendered the prevailing party in such action or proceeding. Attorneys' fees under this Section 10(b) include attorneys' fees on any appeal, and, in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action.

(c) Notices.

(i) A notice or communication under this Agreement by either Party to the other (or by or to the Director) shall be sufficiently given or delivered if dispatched by hand or by registered or certified mail, postage prepaid, or via electronic mail, addressed as follows:

In the case of a notice or communication to the Public Works Director:

City of Menlo Park  
701 Laurel St.  
Menlo Park, CA 94025  
Attn: Nicole H. Nagaya, Public Works Director  
Reference: Menlo Uptown  
Email: nhnagaya@menlopark.org

With copies to:

Office of the City Attorney  
c/o Burke, Williams & Sorensen, LLP  
181 Third Street, Suite 200  
San Rafael, CA 94901-6587  
Attn: Nira Doherty, City Attorney  
Reference: Menlo Uptown  
Email: NDoherty@bwslaw.com

And in the case of a notice or communication to the Developers:

CLPF GRP Uptown Menlo Park, LLC

[REDACTED]

Attn: Matthew Udouj

Email: [REDACTED]

CLPF CRP TH Menlo Park, LLC,

[REDACTED]

Attn: Matthew Udouj

Email: [REDACTED]

With copies to:

Chelsea Maclean  
Holland & Knight, LLP

[REDACTED]

Email: [REDACTED]

(ii) Any mailing address may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt or, if by electronic mail transmission, on the date when sent provided that the sender receives no notice of non-delivery.

(d) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties hereto, and upon such transfer in accordance with the provisions set forth herein, the Developers shall be released from its obligations hereunder. Any assignment of rights and obligations under this Agreement shall be in writing between City, Developers and its assignee, shall clearly identify the scope of the rights and/or obligations assigned and shall be subject to the approval of the Director and City Attorney,

including, but not limited to, the requirement that the assignee provides replacement bonds that are consistent with Exhibits G-1 and G-2 in an amount required to secure any remaining obligations as approved by City, the assignee provides proof of adequate insurance in the amount previously provided by Developers and by an insurer with an equal or better credit rating, and the assignee has obtained all rights, title and interest in and to the Property and any other real estate rights reasonably required to satisfy all other conditions required to complete the Work contemplated by this Agreement.

(e) Legal and Equitable Relief. Each Party shall have the right (but not the obligation) to prosecute any proceedings at law or in equity against any other Party, or any other person or entity, violating or attempting to violate or defaulting in the performance of any of the provisions contained in this Agreement in order to prevent such party, person or entity from violating or attempting to violate or defaulting in the performance of any of the provisions of this Agreement or to recover damages for any such violation or default. It is agreed that damages would be an inadequate remedy for violation of this Agreement by any party and, therefore, injunctive or other appropriate equitable relief shall be available to the other party. The remedies available under this Section 10(e) shall include, by way of illustration but not limitation, ex parte applications for temporary restraining orders, preliminary injunctions and permanent injunctions enjoining any such violation or attempted violation or default, and actions for specific performance of this Agreement. The result of every action or omission whereby any covenant, condition or restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against any party, either public or private, shall be applicable against every such result and may be exercised by any party.

(f) Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by another Party, or the failure by a Party to exercise its rights upon the default of another Party, shall not constitute a waiver of such Party's right to insist upon and demand strict compliance by the other Party with the terms of this Agreement thereafter.

(g) Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developers, any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof; and all covenants, conditions, promises, and agreements in this Agreement contained by or on behalf of the City, or the Developers shall be for the sole and exclusive benefit of the named Parties.

(h) Amendment. This Agreement may be amended, from time to time, by written supplement or amendment hereto and executed by the City and the Developers. The Director of Public Works, with the consent and approval of the City Attorney, is authorized to execute on behalf of the City any amendment that the Director determines is in the City's best interests and does not materially increase the City's obligations or materially diminish the City's rights under this Agreement. The foregoing notwithstanding, nothing herein shall preclude the Director from seeking and securing approval or concurrence of any amendment by the City Council.

(i) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

(j) Interpretation of Agreement. The recitals above and exhibits attached hereto are incorporated herein by reference and comprise part of this Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and no prior oral or written understanding shall be of any force or effect with respect to the matters covered herein. The titles to the sections of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word “including” shall be construed as if followed by the words “without limitation.” This Agreement shall be interpreted as though prepared jointly by both Parties. The laws of the State of California, without regard to conflict of laws principles, shall govern the interpretation and enforcement of this Agreement. This Agreement shall be interpreted as though jointly prepared by both Parties.

(k) Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

(l) Recording Agreement. This Agreement shall be recorded against the title of the Property.

(m) Purpose and Effect of Recording. This Agreement shall be recorded for the purpose of providing constructive notice to any future owner of the Property of Developers’ obligations and responsibilities under this Agreement.

(n) Notice of Termination. At the time all the obligations and requirements specified in this Agreement are fully satisfied as determined by the Director of Public Works in consultation with affected City departments, the Parties shall execute and record (if applicable) a Notice of Termination.

IN WITNESS WHEREOF, the City, and MF Owner and TH Owner have executed this Agreement in one or more copies as of the day and year first above written.

[SIGNATURES ON NEXT PAGE]

**MF OWNER:**

CLPF GRP Uptown Menlo Park, LLC, a Delaware limited liability company

By: GS Uptown MP Manager, LLC, a Delaware limited liability company, its Managing Manager

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**TH OWNER:**

CLPF CRP TH Menlo Park, LLC, a Delaware limited liability company

By: GS Uptown MP Manager, LLC, a Delaware limited liability company, its Managing Member

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY:**

CITY OF MENLO PARK,  
a municipal corporation

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

APPROVED AS TO FORM:

CITY ATTORNEY

\_\_\_\_\_  
City Attorney



## **LIST OF EXHIBITS**

Exhibit A-1 – Legal Description of Multifamily Property

Exhibit A-2 – Legal Description of Townhome Property

Exhibit B – List of Off-Site Improvements

Exhibit C – List of Transportation Improvements

Exhibit D – Documents Required by City Pursuant to Section 2(g)(i) and 2(g)(ii)

Exhibit E – Documents Required by City Pursuant to Section 2(g)(iii) to Request Notice of Completion

Exhibit F – Documents Required by City Pursuant to Section 2(g)(iv) to Request Acceptance by Public Works Director

Exhibit G-1 – Performance Bond

Exhibit G-2 – Payment Bond

## EXHIBIT A-1

### Legal Description of Multifamily Property

#### PARCEL A:

ADJUSTED PARCEL 1 AS SHOWN ON LOT LINE ADJUSTMENT NO. 20180527-10, AS EVIDENCED BY DOCUMENT RECORDED JANUARY 18, 2022 AS INSTRUMENT NO. 2022-003974 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 1, AS SAID PARCEL IS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON JANUARY 17, 1978 IN BOOK 40 OF PARCEL MAPS AT PAGES 38 AND 39, RECORDS OF SAN MATEO COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THAT CERTAIN CENTERLINE MONUMENT OF CONSTITUTION DRIVE LOCATED AT THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE LABELED "N. 67°17' W. 821.51" ON THAT CERTAIN MAP ENTITLED "BOHANNON INDUSTRIAL PARK UNIT NO. 6" FILED FOR RECORD ON OCTOBER 22, 1963, IN BOOK 59 OF MAPS AT PAGE 11, RECORDS OF SAN MATEO COUNTY;

THENCE ALONG SAID CENTERLINE, SOUTH 67°17'00" EAST, 20.51 FEET;

THENCE AT A RIGHT ANGLE SOUTH 22°43'0" WEST, 30.00 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL 1 AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID CONSTITUTION DRIVE;

THENCE LEAVING SAID RIGHT-OF-WAY LINE, ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 1, SOUTH 22°43'00" WEST, 225.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE LEAVING SAID NORTHWESTERLY LINE, SOUTH 67°17'00" EAST, 267.00 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL 1;

THENCE ALONG THE SOUTHEASTERLY, SOUTHWESTERLY, AND NORTHWESTERLY LINES OF SAID PARCEL 1 THE FOLLOWING THREE (3) COURSES:

1. SOUTH 22°43'00" WEST, 225.00 FEET TO THE NORTHEASTERLY LINE OF JEFFERSON DRIVE;
2. ALONG SAID NORTHEASTERLY LINE, NORTH 67°17'00" WEST, 267.00 FEET;
3. LEAVING SAID NORTHEASTERLY LINE, NORTH 22°43'00" EAST, 225.00 FEET TO THE POINT OF BEGINNING.

PARCEL B:

ADJUSTED PARCEL 2 AS SHOWN ON LOT LINE ADJUSTMENT NO. 20180527-10, AS EVIDENCED BY DOCUMENT RECORDED JANUARY 18, 2022 AS INSTRUMENT NO. 2022-003974 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 1, AS SAID PARCEL IS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON JANUARY 17, 1978 IN BOOK 40 OF PARCEL MAPS AT PAGES 38 AND 39, RECORDS OF SAN MATEO COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THAT CERTAIN CENTERLINE MONUMENT OF CONSTITUTION DRIVE LOCATED AT THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE LABELED "N. 67°17' W. 821.51" ON THAT CERTAIN MAP ENTITLED "BOHANNON INDUSTRIAL PARK UNIT NO. 6" FILED FOR RECORD ON OCTOBER 22, 1963, IN BOOK 59 OF MAPS AT PAGE 11, RECORDS OF SAN MATEO COUNTY;

THENCE ALONG SAID CENTERLINE, SOUTH 67°17'00" EAST, 20.51 FEET;

THENCE AT A RIGHT ANGLE SOUTH 22°43'00" WEST, 30.00 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL 1 AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID CONSTITUTION DRIVE, SAID CORNER ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE ALONG SAID RIGHT-OF-WAY LINE, AND ALONG THE NORTHEASTERLY AND SOUTHEASTERLY LINES OF SAID PARCEL 1, THE FOLLOWING TWO (2) COURSES:

1. SOUTH 67°17'00" EAST, 267.00 FEET;
2. LEAVING SAID RIGHT OF WAY LINE, SOUTH 22°43'00" WEST, 225.00 FEET;

THENCE LEAVING SAID SOUTHEASTERLY LINE OF PARCEL 1, NORTH 67°17'00" WEST, 267.00 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL 1;

THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 22°43'00" EAST, 225.00 FEET TO THE POINT OF BEGINNING.

## **EXHIBIT A-2**

### **Legal Description of Townhome Property**

Real property in the City of Menlo Park, County of San Mateo, State of California, described as follows:

ADJUSTED PARCEL 3 AS SHOWN ON LOT LINE ADJUSTMENT, AS EVIDENCED BY DOCUMENT RECORDED JANUARY 18, 2022 AS INSTRUMENT NO. 2022-003974 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF LOTS 18, 19, AND 20, AS SAID LOTS ARE SHOWN ON THAT CERTAIN MAP ENTITLED "BOHANNON INDUSTRIAL PARK UNIT NO 6" FILED FOR RECORD ON OCTOBER 22, 1963, IN BOOK 59 OF MAPS AT PAGE 11, RECORDS OF SAN MATEO COUNTY.

## **EXHIBIT B**

### **List of Off-Site Improvements**

#### **Off-Site Improvements for Multifamily Component:**

- Sewer Upsize on Jefferson
- Sewer Upsize on Chrysler
- Portion of Water Main Relocation on Constitution (along MF frontage)
- Portion of Gas Main Relocation on Constitution (along MF frontage)
- Gas main relocation on Jefferson
- Electric Undergrounding across Jefferson

#### Parcel adjacent improvements

- Asphalt Paving Improvements
- Concrete Improvements
- Sanitary Sewer
- Storm Drain
- Landscape & Irrigation
- Water
- Dry Utility
- Demolition
- Green Infrastructure

#### **Off-Site Improvements for Townhome Component:**

- Portion of Water Main Relocation on Constitution (along TH Frontage)
- Portion of Gas Main Relocation on Constitution (along TH Frontage)

#### Parcel adjacent improvements

- Asphalt Paving Improvements
- Concrete Improvements
- Sanitary Sewer
- Storm Drain
- Landscape & Irrigation
- Water
- Dry Utility
- Demolition
- Green Infrastructure

## EXHIBIT C

### List of Transportation Improvements

#### Transportation Improvements:

#### Near Term Transportation Improvements - Requiring Plans and Specifications for Construction (unless modified by City Council):

##### Condition of Approval 2.w.iii.

Under the Near Term scenario, the proposed intersection improvement at the intersection of Willow Road and Bay Road is to modify southbound Bay Road to have two left-turn lanes and one right turn lane. This improvement was studied and is included in the City's TIF program. The proposed improvement would require Caltrans approval. Both above and below ground utilities may require modification due to the widening. Simultaneous with the submittal of a complete building permit application, the applicant shall submit complete plans for this improvement. Complete plans shall include all necessary requirements to construct the improvements, including but not limited to, grading and drainage improvements, utility relocations, tree protection requirements, striping modifications, and a detailed cost estimate. The plans are subject to review by the City. Upon obtaining approval from the Director of Public Works or designee, the applicant shall construct the improvements prior to occupancy of the first building. If Caltrans approval has not been obtained prior to occupancy of the first building, but the applicant demonstrates that it has worked diligently to pursue Caltrans approval to the satisfaction of the Director of Public Works or designee, the applicant shall submit to the City a performance bond for 100 percent of the estimated costs plus a 30 percent contingency. The applicant shall continue to pursue approval and construction for a period of five years from the date of issuance of the first building permit. If the applicant continues to work diligently to the satisfaction of the Director of Public Works or designee, but has not yet obtained approval to construct the improvement, then the applicant shall be relieved of responsibility to construct the improvement and the bond shall be released by the City of Menlo Park.

##### Condition of Approval 2.w.ww.iv.

Under the Near Term scenario, the proposed intersection improvement at the intersection of Willow Road and Coleman Avenue is to install a right-turn lane on eastbound Willow Road and restripe the shared through/right lane to through lane resulting in having one left-turn lane, one through lane, and one right-turn lane in this direction. Both above and below ground utilities may require modification due to the widening. This improvement is not included in the City's TIF program. Simultaneous with the submittal of a complete building permit application, the applicant shall submit complete plans for this improvement. Complete plans shall include all necessary requirements to construct the improvements, including but not limited to, grading and drainage improvements, utility relocations, tree protection requirements, striping modifications, and a detailed cost estimate. The plans are subject to review by the City. Upon obtaining approval from the Director of Public Works or designee, the applicant shall construct the improvements prior to occupancy. Any project(s) approved within 10 years of the approval date

of the Menlo Uptown project and required to implement the same intersection improvement shall reimburse the Menlo Uptown applicant or its proportional fair share of the improvement costs.

**Condition of Approval 2.ww.v.**

Under the Near Term scenario, the proposed intersection improvement at the intersection of Willow Road and Gilbert Avenue is to install a right-turn lane on eastbound Willow Road and restripe the shared through/right lane to through lane resulting in having one left-turn lane, one through lane, and one right-turn lane in this direction. Both above and below ground utilities may require modification due to the widening. This improvement is not included in the City's TIF program. Simultaneous with the submittal of a complete building permit application, the applicant shall submit complete plans for this improvement. Complete plans shall include all necessary requirements to construct the improvements, including but not limited to, grading and drainage improvements, utility relocations, tree protection requirements, striping modifications and a detailed cost estimate. The plans are subject to review by the City. Upon obtaining approval from the Director of Public Works or designee, the applicant shall construct the improvements prior to occupancy. Any project(s) approved within 10 years of the approval date of the Menlo Uptown project and required to implement the same intersection improvement shall reimburse the Menlo Uptown applicant for its proportional fair share of the improvement costs.

**Cumulative Transportation Improvements - Transportation Improvements Requiring Conceptual Plans and Cost Estimates for Fees (unless modified by City Council):**

**Condition of Approval 2.ww.vi.**

Under the Cumulative scenario, the proposed intersection improvements at the intersection of Chrysler Drive and Jefferson Drive are to install 1) a traffic signal and 2) convert the shared left/right lane to one left-turn lane and one right-turn lane on northbound Jefferson Drive. The installation of a traffic signal was studied and is included in the City's TIF program. The TIF payment will fulfill this requirement. To fulfill the other intersection improvement, the applicant shall provide a conceptual plan and a cost estimate (including design engineering) for approval by the Transportation Division to determine the fair share contribution. The fair share contribution for the intersection improvement, calculated as 7.4% of the cost estimate, shall be paid prior to the issuance of a building permit. If these funds are not used within a 5-year period, they will be returned to the Applicant.

**Condition of Approval 2.ww.vii.**

Under the Cumulative scenario the proposed intersection improvement at the intersection of Chilco Street and Bayfront Expressway is to modify the center left-turn lane to shared left-/right lane on Chilco Street and re-design the existing shared bike lane, resulting in having one left-turn lane, one shared left/right lane, and one right-turn lane. This improvement is not included in the City's TIF program. To fulfill this improvement, the applicant shall provide a conceptual plan and a cost estimate (including design engineering) for approval by the Transportation Division to determine the fair share contribution. The fair share contribution for the intersection improvement, calculated as 2.2% of the cost estimate, shall be paid prior to the issuance of a

building permit. If these funds are not used within a 5-year period, they will be returned to the Applicant.

**Condition of Approval 2.ww.viii.**

Under the Cumulative scenario, the proposed improvement at the intersection of Chilco Street and Constitution Drive is to install a left-turn lane and convert the shared left/through lane to through lane on southbound Constitution Drive resulting in having one left-turn lane, one through lane, and one right-turn lane. Applicant shall provide a conceptual plan of the following improvement and a cost estimate (including design engineering) for approval by the Transportation Division to determine the fair share contribution. This improvement is not included in the City's TIF program. The fair share contribution for the intersection improvement, calculated as 3.5% of the cost estimate, shall be paid prior to the issuance of a building permit. If these funds are not used within a 5-year period, they will be returned to the Applicant.

**Transportation Improvements Not Required to be Constructed**

**Condition of Approval 2.ww.i**

Under the Near Term scenario, the proposed intersection improvement at the intersection of Marsh Road and Bayfront Expressway/Haven Avenue is to restripe the through lane on Haven Avenue to a shared through/right lane resulting in having one shared left/through lane, one shared through/right lane, and one right-turn lane. This improvement was studied and is included in the city's TIF program. Note this improvement has been initiated. The applicant shall consult with the City for direction prior to proceeding to the next step and the applicant's obligation. Simultaneous with the submittal of a complete building permit application, the applicant shall submit complete plans for this improvement. Complete plans shall include all necessary requirements to construct the improvements, including but not limited to, grading and drainage improvements, utility relocations, tree protection requirements, striping modifications, and a detailed cost estimate. The plans are subject to review by the City. Upon obtaining approval from the Director of Public Works or designee, the applicant shall construct the improvement prior to occupancy.

**Condition of Approval 2.ww.ii**

Under the Near Term scenario, the proposed intersection improvement at the intersection of Willow Road and Newbridge Street is to modify signal timing to a protected left-turn phasing operation on Newbridge Street. Provide a leading left-turn phase on southbound Newbridge Street and a lagging left-turn phase on northbound Newbridge Street and optimize the signal timing. This improvement was studied and is included in the City's TIF program. The proposed improvement would require Caltrans approval. Signal and other electrical utilities and equipment will also require modification. Note this improvement has been initiated. The applicant shall consult with the City for direction prior to proceeding to the next step and the applicant's obligation. Simultaneous with the submittal of a complete building permit application, the applicant shall submit complete plans for this improvement. Complete plans shall include all necessary requirements to construct the improvements, including but not limited



to, grading and drainage improvements, utility relocations, tree protection requirements, striping modifications, and a detailed cost estimate. The plans are subject to review by the City. Upon obtaining approval from the Director of Public Works or designee, the applicant shall construct the improvements prior to occupancy of the first building. If Caltrans approval has not been obtained prior to occupancy of the first building, but the applicant demonstrates that it has worked diligently to pursue Caltrans approval to the satisfaction of the Director of Public Works or designee, the applicant shall submit to the City a performance bond for 100 percent of the estimated costs plus a 30 percent contingency. The applicant shall continue to pursue approval and construction for a period of five years from the date of issuance of the first building permit. If the applicant continues to work diligently to the satisfaction of the Director of Public Works or designee, but has not yet obtained approval to construct the improvement, then the applicant shall be relieved of responsibility to construct the improvement and the bond shall be released by the City of Menlo Park.

## **EXHIBIT D**

### **Documentation Required by City Pursuant to Sections 2 (g) (i) and 2 (g) (ii)**

#### **Multifamily Component Requirements Pursuant to Section 2 (g) (i)**

1. Approved Multifamily Improvement Plans and Transportation Improvement Plans
2. Offer of dedication of Off-Site Improvements for the Multifamily Component from Developer to City upon Acceptance of Off-Site Improvements
3. Offer of dedication of Near Term Transportation Improvements for the Project from Developer to City upon Acceptance of Near Term Transportation Improvements
4. Offer of dedication of real property interests, if any, from Developer to City upon Acceptance of Off-Site Improvements and Near Term Transportation Improvements
5. Deeds/public easement agreements, if necessary
6. Insurance Certificates
7. Multifamily Engineer's Estimate
8. Payment and Performance/Warranty Bonds in amount of Multifamily Engineer's Estimate and Transportation Engineer's Estimate
9. Encroachment Permits for work in public right of way.

#### **Townhome Component Requirements Pursuant to Section 2 (g) (ii)**

1. Approved Townhome Improvement Plans
2. Offer of dedication of Off-Site Improvements for the Townhome Component from Developer to City upon Acceptance of Off-Site Improvements
3. Offer of dedication of real property interests, if any, from Developer to City upon Acceptance of Off-Site Improvements and Near Term Transportation Improvements
4. Deeds/public easement agreements, if necessary
5. Insurance Certificates
6. Townhome Engineer's Estimate
7. Payment and Performance/Warranty Bonds in amount of Townhome Engineer's Estimate
8. Encroachment Permits for work in public right of way.

## **EXHIBIT E**

### **Documentation Required by City Pursuant to Section 2 (g) (iii) to Request Notice of Completion**

1. Developer Request Letter for Determination of Completeness (“DOC”)
2. Contractor Substantial Completion Letter
3. Civil Engineer Completion Notice
4. Geotechnical Engineer Completion Letter
5. Landscape Architect Completion Notice
6. City Final Punch-list Approval
7. Utility Conformance Letter (as applicable)
8. As-Built Plan Approval
9. Recorded Notice of Completion
10. Survey Monuments
11. Test Reports
12. Joint Trench Conduits mandrel test (as applicable)
13. Confirmation of Removal of all Non-Compliance Reports (“NCR”)
14. Confirmation of all Change Orders/Instructional Bulletins
15. Confirmation from City that Spare Parts have been provided (as applicable)
16. Operation and Maintenance Manuals (as applicable)
17. DOC Recommendation from Public Works

## **EXHIBIT F**

### **Documentation Required by City Pursuant to Section 2 (g) (iv) to Request Acceptance by Public Works Director**

1. Developer Request for Acceptance Letter
2. Lien Notification to General Contractor and Subs
3. Utility Bill of Sale (as applicable)
4. 3rd Party Reimbursement Checks-Copies
5. Assignment of Warranties and Guaranties
6. License Agreements (as applicable)
7. Mechanic's Lien Guarantee
8. Modified Offers of Off-Site Improvements (as applicable)
9. Updated Grant Deeds (as applicable)

**EXHIBIT G-1**

**Performance/Warranty Bond**

(Chapter 5, Division 2, Title 7 of California Government Code)

Bond no. \_\_\_\_\_

WHEREAS, the CITY OF MENLO PARK, a California municipal corporation (“**Owner**”), has approved the [*Multifamily Improvement Plans OR Townhome Improvement Plans (insert actual title of plans)*], prepared by [*Name of Engineering Firm*] and dated \_\_\_\_\_, 2022 (“**Improvement Plans**”), which improvements described therein are required to be constructed as set forth in that certain Public Improvement Agreement dated \_\_\_\_\_, 2022, by and between Owner, CLPF GRP Uptown Menlo Park, LLC, and CLPF CRP TH Menlo Park, LLC (“**Agreement**”); and

WHEREAS, [*insert name of developer*](“**Developer**”) is required to furnish a bond in connection with the construction of the improvements shown on said Improvement Plans in the amount of the Engineer’s Estimate (as said term is defined in the Agreement) (\$ \_\_\_\_\_) (“**Penal Sum**”) as security for the faithful performance of the work to be performed, which upon completion and acceptance of the constructed improvements by the Owner, converts to a warranty bond equal to ten (10%) of the Engineer’s Estimate (\$ \_\_\_\_\_), for the warranty of the accepted improvements for a period of one (1) year; and

WHEREAS, this Bond consists of this page and the Bond Terms And Conditions, Paragraphs 1 through 14, attached to this page.

NOW, THEREFORE, we the undersigned Developer and, \_\_\_\_\_, as Surety are held and firmly bound unto the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) to be paid to the Owner, for which payment, we bind ourselves, jointly and severally.

[Signature Pages to Follow]

Dated: \_\_\_\_\_, 2022

**DEVELOPER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**SURETY:**

[insert name of Surety]

By: \_\_\_\_\_  
Attorney-in-fact

Correspondence or claims relating to this bond should be sent to the Surety at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Note: Signature of those executing for the Surety must be properly acknowledged, and a power of attorney attached.

**CERTIFICATE OF ACKNOWLEDGMENT**

State of California, County of San Mateo.

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2022 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of \_\_\_\_\_, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

\_\_\_\_\_  
Notary Public

## BOND TERMS AND CONDITIONS

1. Developer and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Owner for the complete and proper performance of the Agreement, which is incorporated herein by reference.
2. If Developer completely and properly performs all of its obligations under the Agreement, Surety and Developer shall have no obligation under this Bond.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
  - 3.1 Owner provides Surety with written notice that Owner has declared a default under the Agreement pursuant to the terms of the Agreement.
4. When Owner has satisfied the conditions of Paragraph 3 above, Surety shall promptly (within forty (40) days) and at Surety's expense elect to take one of the following actions:
  - 4.1 Arrange for Developer, with consent of Owner, to perform and complete the Agreement (but Owner may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4 below); or
  - 4.2 Undertake to perform and complete the Agreement itself, through its agents or through independent contractors or construction entities; provided, that Surety may not select Developer as its agent or independent contractor or Developer without Owner's consent; or
  - 4.3 Undertake to perform and complete the Agreement by obtaining bids from qualified contractors or Construction entities acceptable to Owner for a contract for performance and completion of the Agreement and, upon determination by Owner of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by Surety and the contractor or Developer selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Agreement; or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor or Developer, and with reasonable promptness under the circumstances and, after investigation and consultation with Owner, determine in good faith its monetary obligation to Owner under Paragraph 6 below, for the performance and completion of the Agreement and, as soon as practicable after the amount is determined, tender payment therefor to Owner with full explanation of the payment's calculation. If Owner accepts Surety's tender under this Paragraph 4.4, Owner may still hold Surety liable for future damages then unknown or unliquidated resulting from the Developer's default, as agreed by Owner and Surety at the time of tender. If Owner disputes the amount of Surety's tender under this Paragraph 4.4, Owner may exercise all remedies available to it at law to enforce Surety's liability under Paragraphs 6 and 7 below.



5. At all times Owner shall be entitled to enforce any remedy available to Owner at law or under the Agreement including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, and coordinate Work with other consultants or contractors.
6. If Surety elects to act under Paragraphs 4.1, 4.2 or 4.3 above, within the time period provided in Paragraph 4, above, and complies with its obligations under this Bond, Surety's obligations under this Bond are commensurate with Developer's obligations under the Agreement. Surety's obligations include, but are not limited to:
  - 6.1 Developer's obligations to complete the Agreement and correct Defective Work;
  - 6.2 Developer's obligations to pay liquidated damages, if applicable; and
  - 6.3 To the extent otherwise required of Developer under the Agreement, Developer's obligations to pay additional legal, design professional, and other costs not included within liquidated damages resulting from Developer Default (but excluding attorney's fees incurred to enforce this Bond).
7. If Surety does not elect to act under Paragraphs 4.1, 4.2, 4.3, or 4.4, above, within the time period provided in Paragraph 4, above, or comply with its obligations under this Bond, then Surety shall be deemed to be in default on this Bond ten Days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond. Such Surety default shall be independent of the Developer Default. To the extent Surety's independent default causes Owner to suffer damages including, but not limited to, delay damages, which are different from, or in addition to (but not duplicative of) damages which Owner is entitled to receive under the Agreement, Surety shall also be liable for such damages. In the event any Surety obligation following its independent default is inconsistent or conflicts with California Civil Code Section 2809, or any other law which either prohibits, restricts, limits or modifies in any way any obligation of a surety which is larger in amount or in any other respect more burdensome than that of the principal, Surety hereby waives the provisions of such laws to that extent.
8. If Surety elects to act under Paragraphs 4.1, 4.3 or 4.4 above, within the time period provided in Paragraph 4, above, and complies with all obligations under this Bond, Surety's monetary obligation under this Bond is limited to the Penal Sum.
9. No right of action shall accrue on this Bond to any person or entity other than Owner or its successors or assigns.
10. Surety hereby waives notice of any change, alteration or addition to the Agreement or to related subcontracts, design agreements, purchase orders and other obligations, including changes of time, and of any Owner action in accordance with Paragraph 5 above. Surety consents to all terms of the Agreement, including provisions on changes to the Agreement. No extension of time, change, alteration, modification, deletion, or addition to the Agreement, Plans and Specifications, or of the work (including services) required thereunder, or any Owner action in accordance with Paragraph 5 above shall release or

exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond, unless such action is an Owner Default.

11. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between Owner and Developer regarding the Agreement, or in the courts of the County of San Mateo, or in a court of competent jurisdiction in the location in which the work is located.
12. All notices to Surety or Developer shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to Owner shall be mailed or delivered as provided in the Agreement. Actual receipt of notice by Surety, Owner or Developer, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
13. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein.
14. Definitions
  - 14.1 Agreement: That certain Public Improvement Agreement dated \_\_\_\_\_, 2022, by and between Developer and Owner, including any amendments or addenda thereto.
  - 14.2 Developer Default: Material failure of Developer, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.
  - 14.3 Owner Default: Material failure of Owner, which has neither been remedied nor waived, to perform material terms of the Agreement, if such failure is the cause of the asserted Developer Default.

**END OF DOCUMENT**

**EXHIBIT G-2**

**Payment Bond**

(Chapter 5, Title 3, Part 6, Division 4 of California Civil Code or Chapter 5, Division 2, Title 7 of California Government Code)

Bond No. \_\_\_\_\_

WHEREAS, the CITY OF MENLO PARK, a California municipal corporation (“**Owner**”), has approved the [*Multifamily Improvement Plans OR Townhome Improvement Plans (insert actual title of plans)*], prepared by [*Name of Engineering Firm*] and dated \_\_\_\_\_, 2022 (“**Improvement Plans**”), which improvements described therein are required to be constructed as set forth in that certain Public Improvement Agreement dated \_\_\_\_\_, 2022, by and between Owner, CLPF GRP Uptown Menlo Park, LLC, and CLPF CRP TH Menlo Park, LLC (“**Agreement**”); and

WHEREAS, [*insert name of developer*] (“**Developer**”) is required to furnish a Payment Bond in connection with said Agreement, to secure the payment of claims of laborers, mechanics, material men and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Developer and \_\_\_\_\_, as Surety, are held and firmly bound unto Owner in the sum of the Engineer’s Estimate (as defined in the Agreement) (\$ \_\_\_\_\_) (“**Penal Sum**”), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if Developer, or its executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Agreement, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Developer and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the Penal Sum specified in this bond, plus reasonable attorneys’ fees, otherwise the above obligation shall become and be null and void.

This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic’s Lien Law.

Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the

Agreement, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder.

Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with the Agreement; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

[Signature Pages to Follow]

Dated: \_\_\_\_\_, 2022

**DEVELOPER:**

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**SURETY:**

[insert name of Surety]

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

Attorney-in-fact

Correspondence or claims relating to this bond should be sent to the Surety at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Note: Signature of those executing for the surety must be properly acknowledged, and a power of attorney attached.

**CERTIFICATE OF ACKNOWLEDGMENT**

State of California, County of San Mateo.

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2022 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of \_\_\_\_\_, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

\_\_\_\_\_  
Notary Public



## STAFF REPORT

### City Council

Meeting Date:

5/24/2022

Staff Report Number:

22-102-CC

Consent Calendar:

**Adopt a resolution authorizing staff to submit an application to the San Mateo County Transportation Authority for Measure A Alternative Congestion Relief and Measure W Transportation Demand Management Program Funding**

### Recommendation

Staff recommends that the City Council adopt a resolution (Attachment A) authorizing staff to submit an application to the San Mateo County Transportation Authority for Measure A Alternative Congestion Relief (ACR) and Measure W Transportation Demand Management (TDM) Program Funding to help support the El Camino Real and Ravenswood Avenue crossing improvements project (Project.)

### Policy Issues

This Project is consistent with the 2016 General Plan goal and policies. These policies seek to maintain a safe, efficient, attractive, user-friendly circulation system that promotes a healthy, safe and active community and quality of life throughout Menlo Park. The Project is also included in the City's capital improvement program. The grant application requires a City Council resolution of support and commitment of matching funds.

### Background

San Mateo County Transportation Authority (SMCTA) released their first call for projects for Fiscal Years 2023-24 for the ACR-TDM Program. This grant program includes approximately \$6 million to fund transportation projects that encourage the use of sustainable transportation modes, provide congestion relief and support network efficiency.

Eligible pedestrian and bicycle projects include smaller scale transit access improvements that would not qualify under SMCTA Bicycle and Pedestrian Program, which is focused on larger, corridor projects.

### Analysis

El Camino Real is a major north-south arterial and a barrier to east-west pedestrian and bicycle travel. The City conducted the El Camino Real Corridor Study in 2015 and one of the highest priorities for desired improvements heard from the community was enhanced pedestrian safety and crossings. When the City Council accepted the study in 2016, they voted to advance east-west connectivity improvements into design and environmental clearance phase in advance of any further work on future north-south El Camino Real bicycle facilities. Completing the crosswalks at three intersections on El Camino Real (Ravenswood, Roble and Encinal Avenues) by installing crosswalks on the fourth leg is included in the City's capital improvement program. The crosswalks at Middle and Cambridge Avenues are being completed as part of the Middle

## Plaza development.

City staff is currently working with a consultant to design the added crosswalks and signal improvements at all three intersections (Attachment B.) The location of Ravenswood Avenue was chosen for this grant because its closest to the Caltrain station and will enhance access to the train station and downtown, making it competitive for this grant. The improvement will include leading pedestrian intervals that provide pedestrians a “walk” signal before vehicles receiving a green light, which improves visibility and safety for pedestrians.

The grant application is required to be submitted by May 27. Staff is finalizing the grant application and would be seeking the maximum award of \$200,000 in funds toward the construction of the improvements. The total cost of the improvements is anticipated to be approximately \$500,000, and the City would contribute the remainder of the cost as part of the required local match. The City’s contribution would exceed the required 10 percent local match, which would provide a more competitive application.

Notification of award for the grant is expected by August 2022. Pending successful award of the grant funds, the City expects that the design would be substantially completed by the end of 2022 and construction would begin in 2023.

### **Impact on City Resources**

The estimated total cost of the El Camino Real and Ravenswood pedestrian improvements is \$500,000, and the City is requesting \$200,000 from the Measure A/Measure W Grant, which is the maximum award amount. The grant also requires a 10 percent local match. The City’s capital improvement program includes approximately \$307,000 for designing and constructing the three new crossings, including approximately \$170,000 in funding for the design phase. The City’s additional match for the current project is expected to be funded from different sources including the Transportation Impact Fee and the Transportation Project (Minor) project. If the City is successful in securing this grant, staff would program the funds as part of the midyear budget update in fiscal year 2022-23.

If the City is not successful with this grant, staff would continue to identify potential grant sources or could return to City Council to fund the improvements with local funds as part of a future budget request.

### **Environmental Review**

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

### **Public Notice**

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

### **Attachments**

- A. Resolution (Measure A, Measure W Grant)
- B. Map of the project location



Staff Report #: 22-102-CC

Report prepared by:  
Kristiann Choy, Senior Transportation Engineer

Report reviewed by:  
Hugh Louch, Assistant Public Works Director - Transportation

## RESOLUTION NO. XXXX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK SUPPORTING THE EL CAMINO REAL AND RAVENSWOOD AVENUE CROSSING IMPROVEMENTS PROJECT, SUBMITTING AN APPLICATION TO THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY FOR MEASURE A ALTERNATIVE CONGESTION RELIEF AND MEASURE W TRANSPORTATION DEMAND MANAGEMENT PROGRAM FUNDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY**

WHEREAS, the City of Menlo Park has identified that El Camino Real is a major road barrier to east-west pedestrian and bicycle travel, and

WHEREAS, the City of Menlo Park has developed El Camino Real and Ravenswood Avenue Crossing Improvements (Project) to complete the crosswalks at the intersection and to install leading pedestrian intervals to improve safety, and

WHEREAS, the Project is located one block from the Caltrain station and will encourage pedestrian travel to use transit and access to the downtown, and

WHEREAS, it will cost \$500,000 to implement the Project scope, and

WHEREAS, the Sponsor seeks \$200,000 for the Project, and

WHEREAS, the San Mateo County Transportation Authority (TA) issued a Call for Projects for the Measure A Alternative Congestion Relief & Measure W Transportation Demand Management (ACR/TDM) Program on April 7, 2022, and

WHEREAS, the TA requires a resolution from the City Council:

1. Supporting the Project and application for \$200,000 in TA ACR/TDM Program funds for Project, and
2. Committing the City of Menlo Park to the completion of the Project, including the commitment of matching funds in the amount of \$300,000 needed for implementation, and
3. Certifying that any funds awarded by the San Mateo County Transportation Authority will be used to supplement existing funds for program activities, and will not replace existing funds or resources, and
4. Authorizing the City Manager, or his/her designee, to sign a funding agreement with the TA, if funds are awarded, for TA ACR/TDM Program funding for the Project and to take any other actions necessary to give effect to this resolution, and
5. Committing to commence work on the Project, if awarded, within one year of the TA Board of Directors allocating 2022 ACR/TDM Program funding.

NOW, THEREFORE, BE IT RESOLVED that the City of Menlo Park Directs staff to submit an application for TA ACR/TDM Program funds for \$200,000 for the El Camino Real and Ravenswood Avenue Crossing Improvements.

1. Authorizes the City Manager, or his/her designee, to execute a funding agreement with the TA to encumber any ACR/TDM Program funds awarded.
2. Commits to the completion of the Project, including the commitment of \$300,000 of matching funds needed for implementation from the existing Menlo Park capital

improvement program budget for this Project, the Transportation Minor project, or Transportation Impact Fee funds, if awarded the requested TA funds.

3. Certifies that any funds awarded by the TA will be used to supplement existing funds for the Project, and will not replace existing funds or resources.
4. Commits to commencing work on the Project, if awarded, within one year of the TA Board of Directors allocating the 2022 ACR/TDM Program funds.
5. Authorizes the City Manager to take any other actions necessary to give effect to this resolution.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

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







---

Judi A. Herren, City Clerk

# El Camino Real Crossing Improvements

Menlo-Atherton High School



	Proposed Crosswalk Improvements		Parks
	The Guild Theater		Schools
	Middle Plaza		City Limits



**STAFF REPORT**

**City Council**

**Meeting Date:** 5/24/2022

**Staff Report Number:** 22-092-CC

**Regular Business:** **Adopt a resolution to ratify a successor agreement between the City of Menlo Park and Menlo Park Police Sergeants' Association expiring June 30, 2025**

**Recommendation**

Staff recommends the City Council adopt a resolution to ratify the successor agreement between the City of Menlo Park and the Menlo Park Police Sergeants' Association (PSA) expiring June 30, 2025.

**Policy Issues**

City Council retains sole authority to enter into memoranda of understanding with recognized labor units. Memorandum of understanding (MOU) negotiations are governed by the Meyers-Milias-Brown Act (MMBA), Government Code section 3500. MMBA requires that local agencies meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of recognized collective bargaining units. MMBA further requires that the City fully consider proposals made by collective bargaining unit representatives before determining policy or course of action.

**Background**

The City Council held its initial hearing to receive public input before launching negotiations with PSA April 12. After the public input hearing, City Council appointed Charles Sakai of Sloan Sakai Yeung Wong LLP to serve as the City's chief negotiator. Mr. Sakai received direction to negotiate the successor MOU with PSA, and both parties reached a tentative agreement (Attachment B) April 27.

**Analysis**

This report summarizes the tentative agreement negotiated in good faith with PSA representatives. PSA's membership ratified the tentative agreement April 27. While the tentative agreement conforms to the authority provided to Mr. Sakai, the final action required is City Council ratification at a public meeting. The tentative agreement provisions will be incorporated into the development of the fiscal year 2022-23 budget.

Attachment A transmits a redline version of the expired MOU to highlight the tentative agreement for City Council ratification. Table 1 summarizes tentative agreement terms with financial impacts.

Table 1: Tentative agreement items with financial impact to City		
Item	Description	Cost/ (savings)
Term MOU Section 1 Page 1	The tentative agreement (TA) provides for a three-year term beginning with City Council ratification and ending June 30, 2025. Given that negotiation of a successor agreement is not required for fiscal years 2023-24 and 2024-25, the City is estimated to save approximately \$30,000 per year which reflects legal costs and internal staff time required to support negotiations.* (2x)	(\$60,000)
Lump sum payments MOU Section 2.1.3 Page 1	The TA provides a lump sum payment to all employees in this unit that did not receive the POA's lump sum payment in 2021, as follows: <ul style="list-style-type: none"> <li>\$2,000 per employee effective the pay period following ratification in 2022* (1x)</li> </ul>	\$18,000
On call pay MOU Section 2.10 Page 4	The TA revises the on call pay provision to include the Traffic Sergeant position. <ul style="list-style-type: none"> <li>Fiscal Year 2022-23</li> <li>Fiscal Year 2023-24</li> <li>Fiscal Year 2024-25</li> </ul>	\$13,590 13,998 <u>14,418</u> \$42,005
Work schedule for special assignments MOU Section 9.1.1 Page 18	The TA revises the special assignment work schedule to an 84-hour biweekly schedule (the increased cost is driven by the additional scheduled non-overtime work hours.) <ul style="list-style-type: none"> <li>Fiscal Year 2022-23</li> <li>Fiscal Year 2023-24</li> <li>Fiscal Year 2024-25</li> </ul>	\$23,070 23,762 <u>24,475</u> \$71,308
Flexible benefits plan contribution MOU Section 6.1 Page 10	The TA includes benefit alignments to SEIU, AFSCME, and POA which also includes an across the board increase in flexible benefits plan contribution based on the annual Consumer Price Index for the San Francisco Bay Area: <ul style="list-style-type: none"> <li>2022 adjustment to equal SEIU contribution* (3x)</li> <li>January 2023 CPI Increase between 2-4%* (2x)</li> <li>January 2024 CPI Increase between 2-4%* (1x)</li> </ul>	\$10,995 10,643 <u>11,045</u> \$32,684

<b>Total</b>	<b>Year 1, one time</b>	<b>\$18,000</b>
	<b>Year 1, incremental</b>	<b><u>47,655</u></b>
	<b>Subtotal year 1</b>	<b>\$65,655</b>
	<b>Year 2, incremental</b>	<b>\$48,403</b>
	<b>Year 3, incremental</b>	<b><u>49,938</u></b>
		<b>\$98,341</b>
	<b>Y2 and Y3, savings</b>	<b>(\$60,000)</b>
	<b>3-year contract term, compounded</b>	<b>\$247,710</b>

\*recurrence of incremental costs

### Impact on City Resources

The development of the fiscal year 2022-23 budget would incorporate the terms of the tentative agreement. The net increase in City costs is \$247,710 over the life of the contract.

### Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

### Public Notice

Public notification was achieved by posting the report 15-days prior to the City Council meeting of May 24, 2022.

### Attachments

- A. Resolution
- B. Redlined version – MOU between PSA and City of Menlo Park, July 1, 2022 – June 30, 2025

Report prepared by:

Kristen Middleton, Interim Human Resources Manager

Marvin Davis, Interim Finance Director

**RESOLUTION NO. XXXX**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
APPROVING AND ADOPTING THE COMPREHENSIVE MEMORANDUM OF  
UNDERSTANDING WITH MENLO PARK POLICE SERGEANTS'  
ASSOCIATION WITH A TERM OF JULY 1, 2022 THROUGH JUNE 30, 2025**

WHEREAS, the City of Menlo Park received a report on expiring labor agreements on April 12, 2022 in accordance with City Council's policy on Public Input and Outreach Regarding Labor Negotiations; and

WHEREAS, the Memorandum of Understanding ("MOU") between the City of Menlo Park ("City") and the Menlo Park Police Sergeants' Association ("PSA") will expire on June 30, 2022; and

WHEREAS, Negotiators for City and PSA began the meet and confer process on March 22, 2022, and reached a tentative agreement (TA) on a successor MOU on April 27, 2022; and

WHEREAS, City and the PSA have met and conferred in good faith and have agreed to the attached comprehensive successor MOU (Exhibit A); and

WHEREAS, the terms of the successor MOU make changes to the flexible benefit plan contributions, on call pay, special assignment work schedule, and one-time lump sum payments in 2022, and has a term July 1, 2022 to June 30, 2025; and

WHEREAS, PSA membership ratified the TA set forth in Exhibit A on April 27, 2022; and

WHEREAS, the staff recommends the City Council adopt Resolution No. XXXX to adopt a successor agreement between the City and PSA; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MENLO PARK HEREBY RESOLVES THAT:

1. City adopts the TA with PSA for a successor MOU with a term of July 1, 2022 through June 30, 2025, as set forth in Exhibit A attached and incorporated by reference.
2. City Council authorizes the City Manager to execute the successor MOU.
3. City Manager may approve formatting edits to the successor MOU.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

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

---

Judi A. Herren, City Clerk

Exhibits:

A. Comprehensive successor MOU

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE MENLO PARK POLICE SERGEANTS**  
**ASSOCIATION**  
**AND**  
**THE CITY OF MENLO PARK**

July 17, ~~2022~~~~2019~~ to June 30, ~~2025~~~~2022~~

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PREAMBLE

This Memorandum of Understanding is reached between the City of Menlo Park (“City”) and the Menlo Park Police Sergeants’ Association (“PSA”), representing the classification of Sergeant within the City’s Police Department. The parties have reached this Memorandum of Understanding following meeting and conferring in good faith as required under Government Code Sections, 3500, et seq. Existing practices and/or benefits which are not referenced in this Memorandum and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process.

The parties agree as follows:

ARTICLE 1: TERM

The term of this Memorandum shall be July 1, 2022 to June 30, 2025.

ARTICLE 2: PAY RATES AND PRACTICES

2.1 Salary Schedule

2.1.1 The salary schedule for employees in the representation unit shall be as set forth in Appendix “A” to this Agreement.

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2.1.2 The City shall maintain the current minimum base pay differential of fifteen percent (15%) between top step Police Corporal and top step Sergeant. Effective the first full pay period following approval of this agreement by City Council, the City shall increase the differential between POA and PSA classifications’ base pay (“base Base pay” does not include premiums or other assignment-based pays, longevity pay, deferred compensation, uniform allowance, and POST incentive), from 12.15% to 13.5%.

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2.1.3 Year 1 Payment (FY 22-23) ——— Effective the first full pay period in July 2020, the City shall increase the differential between POA and PSA classifications’ base pay from 13.5% to 14.5%.

Except for individuals who received the 2021 lump sum payment as members of the POA bargaining unit, PSA bargaining unit members who are City employees during the first pay period following the City Council adoption of the resolution authorizing amendments to the MOU will receive a one-time lump sum payment of \$2,000. Employees may elect to have the \$2,000 Lump Sum Payment deposited into their Deferred Compensation Account (subject to IRS maximum contribution limits). If the employee does not elect to deposit the Lump Sum Payment into their Deferred Compensation Account or if the

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money cannot be lawfully deposited, it will be included in the employee's paycheck for the applicable pay period. The Parties intend and understand that this lump sum payment is non-pensionable and will not be reported to CalPERS. The parties also agree that this payment is intended to be specific to the pay period in which it is paid and is to be considered part of the regular rate for this pay period only.

~~Effective the first full pay period in July 2021, the City shall increase the differential between POA and PSA classifications' base pay from 14.5% to 15.0%.~~

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## 2.2 POST Incentive

Unit members who possess a Peace Officer Standards and Training (POST) intermediate certificate shall receive a five percent (5%) premium in accordance with the current practice.

Unit members who possess a Peace Officer Standards and Training (POST) advanced certificate shall receive a ten percent (10%) premium in accordance with the current practice.

## 2.3 Overtime

~~Officers on a forty (40) hour assignment shall be paid overtime at the rate of time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of forty (40) hours in a single workweek. Officers who work a patrol schedule or special assignment with a 42 hour workweek (84 hours biweekly) under a 7(k) work period as allowed under the Fair Labor Standards Act shall receive overtime for all hours worked in excess of one hundred and sixty-eight (168) hours in a ~~twenty-eight (28)~~ day work period, pursuant to a 7(k) work period under the Fair Labor Standards Act. Hours worked shall include all hours for which the officer is in a paid status including paid leave time. ~~Overtime is paid on a biweekly basis.~~~~

## 2.4 Call Back Pay

Employees who are called back after leaving work at the end of a normal shift shall be entitled to a minimum of four (4) hours pay at the rate of time and one-half (1-1/2); exception: court pay is three (3) hours minimum.

## 2.5 Uniform Allowance

All unit members shall receive the sum of One Thousand Forty Dollars (\$1,040.00) per year to be used for the purchase and maintenance of uniforms. Payment shall be made in the amount of Forty Dollars (\$40.00) per biweekly pay period. If an eligible employee is

on unpaid leave for a period of one (1) full pay period or more, the employee will not receive uniform allowance pay for that period. The City will pay the initial cost of a class A uniform for all unit members.

2.6 General Leave Cashout

An employee may cash out General Leave in accordance with the General Leave Cashout Policy.

2.7 Compensatory Time

Compensatory time accrued in a different classification may not be carried over upon promotion. All compensatory time accrued prior to promotion to Sergeant will be cashed out at the time of promotion at the employee's hourly rate immediately preceding promotion.

An employee may accumulate a maximum of three hundred (300) hours of compensatory time. Once an employee has reached the limits of compensatory time in this section he/she shall receive cash at the overtime rate for all overtime worked.

Any employee who reaches the limit of three hundred (300) hours of compensatory time on the books will not be allowed to accrue further compensatory time until the balance falls below the three hundred (300) hours maximum.

With the last full payroll period each December, all unused compensatory time shall be cashed out at the employee's rate of pay.

Upon termination, all unused compensatory time shall be paid out at the employee's final rate of pay.

2.8 Continuing Benefits

The City will pay the increased cost of existing benefits, except as specifically provided herein.

2.9 Bilingual Differential

2.9.1 Any position assigned to job duties requiring bilingual skills are eligible to receive Seventy-Five (\$75.00) each pay period for the use of bilingual skills in job duties arising during the normal course of work.

2.9.2 The Human Resources Department, on the basis of a proficiency test developed and administered by the City, shall determine eligibility for the bilingual pay differential.

2.9.3 Bilingual skills shall not be a condition of employment except for employees who are hired specifically with that requirement. If an employee is hired under this provision, that requirement shall be included in the initial employment letter.

2.9.4 The City retains the right to discontinue the bilingual differential, provided the City gives the exclusive representative ten (10) days written notice prior to such revocation, in order to allow the opportunity for the parties to meet and confer.

2.9.5 No employee shall be required to use bilingual skills that is not compensated under this section.

Any employee who is reassigned to another position within this bargaining unit, and was receiving the bilingual differential at the time of appointment, shall have their need for bilingual skills reviewed by the Chief of Police. If the Chief of Police determines that bilingual skills in the position are required, the differential shall continue, otherwise, the bilingual differential will be discontinued.

#### 2.10 On-Call Pay

Sergeants assigned to the detective or traffic unit who are placed in an on-call status shall be compensated one (1) hour of pay at the member's regular rate of pay for each day. Sergeants assigned to the detective or traffic unit who are on-call and fail to respond when called may be subject to disciplinary action.

#### 2.11 Vehicle Allowance

Sergeants assigned to the detective unit, who are assigned to use their personally owned vehicle for City use, shall receive a monthly automobile allowance of five hundred dollars (\$500.00). The automobile allowance shall cover all costs of operating the vehicle for City use, including but not limited to, maintenance, insurance and fuel.

#### 2.12 Night Shift Differential

For employees assigned to patrol, the City shall pay a shift differential of two percent (2.00%) for regular assignment to night shift. The shift differential shall not be paid on any regularly assigned schedule worked which includes day or swing shift.

Shift differential shall only be paid to employees assigned to a night shift, and shall not apply to employees filling open shifts or otherwise assigned to nights on a temporary basis. For the purposes of this section, a temporary assignment shall be defined as one consecutive pay period or less.

#### 2.13 Longevity Pay

Employees who have achieved levels of continuous service in a full time sworn police position with the City of Menlo Park, and who have received annual performance



reviews with overall ratings of “meets standards” or above shall be eligible to receive the following:

- 2.13.1 The first pay period after completing seven (7) years of service: two percent (2.00%) calculated upon base pay.
- 2.13.2 The first pay period after completing eleven (11) years of service: four percent (4.00%) calculated upon base pay.
- 2.13.3 The first pay period after completing fifteen (15) years of service: six percent (6.00%) calculated upon base pay.
- 2.13.4 The first pay period after completing twenty (20) years of service: eight percent (8.00%) calculated upon base pay.

The maximum longevity pay that may be received by an employee is eight percent (8.00%).

#### 2.14 Working Out of Classification

Upon specific written assignment by the Police Chief or his/her designated representative, an employee may be required to perform the duties of a position in a higher classification. Such assignments shall be made to existing authorized positions that are not actively occupied due to the temporary absence of the regularly appointed employee. Any Sergeant working out of classification shall be paid five percent (5%) above their current rate of pay. Such pay shall be paid for the hours the duties are actually assigned and performed in the higher classification.

### ARTICLE 3: LEAVE PROVISIONS

#### 3.1 Leave of Absence Without Pay

- 3.1.1 Leaves of absence without pay may be granted in cases of personal emergency or when such absences would not be contrary to the best interests of the City. Leaves denied in the best interests of the City shall be taken as soon as possible after the interests of the City are met. The member shall be notified of the effective date of the rescheduled leave.
- 3.1.2 Requests for leave of absence without pay must be submitted to the Police Chief using the Human Resources Division’s form . The Chief may recommend approval of a leave of absence without pay for a period not less than four weeks nor more than one (1) year, during which time no benefits and no seniority will accrue. The Chief’s recommendation shall be forwarded to the Human Resources Division for approval.

3.1.3 Upon expiration of a regularly approved leave, or within five (5) working days after notice to return to duty, the employee shall be reinstated in the same or an equivalent position to that held at the time the leave was granted. Failure on the part of an employee to report promptly at the expiration of the leave, or within five (5) working days after notice to report for duty shall be treated as an automatic resignation from City service unless the Chief determines that extenuating circumstances exist to excuse that absence. However, any unapproved absence may be cause for disciplinary action.

3.1.5 Merit pay raises and performance review dates shall be extended by the amount of the leave without pay taken.

### 3.2 Long Term Disability

3.2.1 Should any non-work related illness or injury extend beyond ( ) forty-five (45) consecutive days, the City will ensure continued payment to the worker up to a maximum of 66.67 percent of salary, as provided in the long term disability policy. The amounts paid shall be less any payments received from either workers' compensation or retirement. During the first year of disability and so long as no retirement determination has been made by the City, the worker will be entitled to continued City paid health insurance, AD&D, and dental and life insurance benefits. At the end of 365 calendar days from the date of illness or injury or unless previously retired, should the worker not be able to return to work, the worker will be permitted to continue to participate in City paid health insurance, AD&D, and dental and life insurance benefits. However, the employee will be required to pay 100% of any premiums.

### 3.3 Jury Duty and Subpoenas - Not Related to Official Duties

3.3.1 An employee required to report for jury duty or to answer a subpoena as a witness, provided the witness has no financial interest in the outcome of the case, shall be granted leave with pay from his/her assigned duties until released by the court, provided the employee remits to the City all fees received from such duties other than mileage or subsistence allowances within thirty (30) days from the termination of jury service.

3.3.2 When an employee returns to complete a regular shift following time served on jury duty or as a witness, such time falling within work shift shall be considered as time worked for purposes of shift completion and overtime computation. In determining whether or not an employee shall return to his/her regular shift following performance of the duties above, reasonable consideration shall be given to such factors as travel time and a period of rest.

### 3.4 Military Leave

3.4.1 Military leave of absence shall be granted and compensated in accordance with Military and Veterans Code Sections 389 and 395 et seq. Employees entitled to military leave shall give the appointing power an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

3.5 Bereavement Leave

3.5.1 An employee shall be allowed leave with pay for not more than three (3) working days when absent because a death has occurred in the immediate family. For purpose of bereavement leave, members of the immediate family shall be limited to mother, father, child, sibling, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, grandmother, grandfather, spouse, domestic partner, or dependent of the employee. Employees may use General Leave for bereavement purposes for relations not included above provided such leave is approved in advance by the Chief of Police.

3.6 Workers' Compensation

3.6.1 Sworn personnel shall be granted leave with pay for a disability caused by illness or injury arising out of and in the course of his/her employment, in accordance with Section 4850 of the Labor Code of the State of California.

3.7 Training Offset Hours

3.7.1 Sergeants who work a patrol shift as part of a 4/12 work schedule shall be provided with a bank of twenty-four (24) hours for training offset, credited pay period one (1) of each payroll calendar year. The hours shall be used to fill in for the remainder of a shift where voluntary training was provided (e.g., if an employee attends an eight (8) hour day of training, the employee may use four (4) hours of training offset time to complete their twelve (12) hour shift. Eight (8) hours training plus four (4) hours training offset = twelve (12) hour shift).

These hours may only be used in conjunction with supplementing time off for voluntary training.

3.7.2 Training Offset Hours do not accrue. Any Training Offset Hours not used by the date of separation for employees separating during the year, or by the end of the last pay period in the payroll calendar year for other employees, shall not be paid out nor carried over to subsequent years. Training offset hours may not be cashed out or used for any purpose other than stated above.

ARTICLE 4: GENERAL LEAVE PROGRAM

4.1 General Leave Program

Accrual of General Leave is as follows:

1 - 5 years	216 hours
6 - 10 years	230 hours
11 - 15 years	256 hours
16 - 20 years	280 hours
20 + years	296 hours

Actual accrual is biweekly prorated from the above table. The maximum number of hours which may be accrued is One Thousand Four Hundred (1,400) hours of general leave.

4.1.1 Upon separation from City service accrued general leave up to the maximum may be converted to cash. The amount shall be calculated on the base hourly rate of the employee multiplied by the number of hours converted. Upon retirement from City employment an employee hired on or before June 30, 2004 may convert any accrued general leave not converted to cash to retirement health insurance credits at the rate of one (1) unit for every eight (8) hours of accumulated general leave with any remainder being rounded to the next higher credit.

Qualified employees hired on or before June 30, 2004 who have at least twenty (20) years of service with the City may elect to have their accrued general leave balance converted to retirement health credits at the rate of one (1) unit for every six (6) hours of accumulated sick leave with any remainder being rounded to the next higher credit. If this election is made, the retirement health credit calculated shall not exceed the highest HMO health plan premium as may be in effect at such time such credit is applied. Election shall be made at the time of retirement.

Reimbursement of premiums to retirees shall be in the same manner as currently done since 1990. The method of reimbursement is detailed in Appendix B.

4.1.2 Double Coverage. Workers who qualify for the retirement health credit conversion may elect double coverage at the rate of two (2) units for every month of paid health insurance.

4.1.3 Family Coverage. Workers who qualify for the retirement health credit conversion may elect family coverage at the rate of three (3) units for every month of paid health insurance.

#### 4.2 Transfer of Leave for Catastrophic Illness

Transfer of leave for catastrophic illness is designed to assist employees who have exhausted leave due to a catastrophic illness, injury or condition of the worker. This policy allows other workers to make voluntary grants of time to that worker so that he/she can remain in a paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury or condition.

A catastrophic illness is defined as an illness which has been diagnosed by a competent physician, requiring an extended period of treatment or recuperation, and which has a significant risk to life or life expectancy. Confirmation of the condition and prognosis by a health care provider chosen by the City may be required.

The Human Resources Department will discuss with the PSA or their designated representative an appropriate method of soliciting contributions from coworkers. The contributions shall be submitted to the Human Resources Department and Human the Resources Department will process the contribution list in the order established. Any officer shall be allowed to contribute a maximum of eighty (80) hours of leave from their accrued management leave balance to another full-time or permanent part-time worker in the City who is suffering from a catastrophic illness and has exhausted his or her own sick leave, provided, however, they have maintained a positive management leave balance of forty (40) hours or more following the donation. Once the contribution is made it cannot be rescinded.

Upon return to work, an employee may bank any remaining hours that have been contributed up to a maximum of forty (40) hours. If the contribution list has not been exhausted, the contributing workers will be notified that their contribution was not required and the balance restored.

#### 4.3 Transition to General Leave

Employees who promote into the PSA bargaining unit from a unit which accrues both sick leave and vacation will have their vacation balances converted to General Leave. Any remaining sick leave balance will be frozen and the employee may use sick leave for their own illness and injury or to care for an immediate family member who is ill or injured, as provided under state law and the City's Personnel Rules.

The City shall have the right and obligation to monitor the operation of sick leave and take appropriate action to insure that benefits are paid only for actual illness and injury.

### ARTICLE 5: NO SMOKING AREAS

City owned vehicles used by unit members shall be considered offices and designated as no smoking areas.

### ARTICLE 6: BENEFIT PROGRAMS

#### 6.1 Cafeteria Plan

6.1.1 ~~Each active employee and retiree shall receive a~~The City shall make a direct contribution equal to the minimum employer contribution for agencies

participating in the Public Employees Medical and Hospital Care Act (PEMHCA) on behalf of each active employee and qualified retiree.

- 6.1.2 Effective the first month following City Council adoption of this agreement, tThe City shall continue to make a non-elective employer contribution to the flexible benefits plan on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution in 6.1.1 equals the following:

<del>\$2,123</del> 98 per month	<del>Employee plus 2/more dependents</del> <u>Family coverage</u>
<del>\$1,647</del> 847 per month	<del>Employee plus 1 dependent</del> <u>Two-person coverage</u>
<del>\$845</del> 980 per month	<del>Employee Single</del> <u>only coverage</u>

~~The active employee will be responsible for any remaining premium in excess of the allocated amount.~~

[EXAMPLE: If the PEMHCA minimum contribution is ~~\$122~~140, then the City shall make a flexible benefits plan contribution of ~~\$2006~~2,258 per month for family coverage, ~~\$1,707~~ per month for two-person coverage and ~~\$840~~ per month for single coverage.]

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Cash-in-Lieu of Medical Coverage: Employees who waive coverage will be entitled to ~~\$391~~.00 per month.

- 6.1.3 ~~Effective January 1, 2020~~For the plan year beginning January 1, 2023, the City shall make a non-elective employer contribution to the flexible benefits plan on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution in 6.1.1 equals the ~~following contributions in Section 6.1.2~~ increased by an amount equal to the twelve-month increase in the consumer price index (CPI-U San Francisco-Oakland-San Jose) measured from February 2021 to February 2022. However, the increase in the City's contribution shall be no less than two percent (2.0%) and no more than four percent (4%) (i.e., CPI 2-4%).

<del>\$2,171</del> per month	<del>Employee plus 2/more dependents</del>
<del>\$1,680</del> per month	<del>Employee plus 1 dependent</del>
<del>\$862</del> per month	<del>Employee only</del>

~~The active employee will be responsible for any remaining premium in excess of the allocated amount.~~

~~[EXAMPLE: If the PEMHCA minimum contribution is \$122, then the City shall make a flexible benefits plan contribution of \$2,049 per month for family coverage.]~~

Cash-in-Lieu of Medical Coverage: Employees who waive coverage will be entitled to \$391.00 per month.

- 6.1.4 For the plan year beginning January 1, 2024~~Effective January 1, 2021~~, the City shall make a non-elective employer contribution to the flexible benefits plan on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution in 6.1.1 equals the ~~following contributions in Section 6.1.3~~ increased by an amount equal to the twelve-month increase in the consumer price index (CPI-U San Francisco-Oakland-San Jose) measured from February 2022 to February 2023. However, the increase in the City's contribution shall be no less than two percent (2.0%) and no more than four percent (4%) (i.e., CPI 2-4%).

<del>_____</del>	<del>\$2,236 per month</del>	<del>Employee plus 2/more dependents</del>
<del>_____</del>	<del>\$1,730 per month</del>	<del>Employee plus 1 dependent</del>
<del>_____</del>	<del>\$888 per month</del>	<del>Employee only</del>

~~The active employee will be responsible for any remaining premium in excess of the allocated amount.~~

~~[EXAMPLE: If the PEMHCA minimum contribution is \$122, then the City shall make a flexible benefits plan contribution of \$2,114 per month for family coverage.]~~

Cash-in-Lieu of Medical Coverage: Employees who waive coverage will be entitled to \$391.00 per month.

- 6.1.5 For the plan year beginning January 1, 2025, the City shall make a nonelective employer contribution to the flexible benefits plan on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution in 6.1.1 equals the contributions in Section 6.1.4 increased by an amount equal to the twelve-month increase in the consumer price index (CPI-U San Francisco-Oakland-San Jose) measured from February 2023 to February 2024. However, the increase in the City's contribution shall be no less than two percent (2.0%) and no more than four percent (4%) (i.e., CPI 2-4%).

Cash-in-Lieu of Medical Coverage: Employees who waive coverage will be entitled to \$391.00 per month.

- 6.1.56 Each active employee may use his/her allocated amount for any benefits permitted by law and provided for in the FSA plan document. The FSA plan document will be amended to eliminate cash distributions.

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6.1.67 Each employee must enroll in an available PEMHCA health insurance plan or demonstrate that he/she has health insurance coverage equivalent to the PEMHCA plan in order to receive the amount identified as “no coverage.”

6.1.78 Effective January 1, 2018, Cash-in-Lieu of Medical Coverage amounts will be included in the calculation of regular rate for overtime purposes. In the event that a court issues a final decision holding that Cash-in-Lieu of Medical Coverage payments do not need to be included in the regular rate, the City will cease including Cash-in-Lieu in the regular rate.

## 6.2 Dental Insurance

The City shall provide dental insurance to employees and eligible dependents the month following an employee’s date of hire or promotion in accordance with the City’s Evidence of Coverage document.

## 6.3 Vision

The City shall pay the full cost for fully insured Vision Insurance provided by VSP, or an equivalent insurance provider, providing vision benefits as described in the summary plan description.

## 6.4 Retiree Medical Trust

The PSA shall endeavor to join the PORAC Retiree Medical Trust (RMT), or some other RMT, during the term of this MOU. The sole purpose of the RMT will be to provide funding for medical expenses and health insurance costs for eligible retirees, or qualified family members of eligible retirees as established by the RMT. Participation in the RMT shall be the complete and sole responsibility of PSA. The City shall not have any involvement in the RMT’s design, its administration or in the benefits paid, nor shall the City have any responsibility for any actions of the RMT or its trustees or of PSA with respect to the RMT. PSA will indemnify, defend and hold harmless the City, its agencies, officers, and employees, against any and all claims or legal proceedings regarding the operation of the RMT.

## 6.5 Educational Leave and Tuition Reimbursement

The City shall contribute Eight Thousand Dollars (\$8,000) annually on July 1<sup>st</sup> of each year to the PSA educational leave and tuition reimbursement fund. For FY 2019-20, the City shall make the \$8,000 contribution July 17, 2019. The City will reimburse expenses for tuition, books, lab fees and equipment, and curriculum fees incurred by an employee, for classes completed in accredited institutions of learning or approved specialized training groups leading to an academic degree or improved job related skills. Parking fees or health fees related to enrollment will not be included. Programs must be approved in advance. Reimbursement will be provided upon successful completion of approved courses. Employees must attach a final grade of “C” or better



for both undergraduate and graduate work. The employees may not elect to take a “pass-fail” grade if the letter system of grading is offered. Courses providing a “pass/fail” must achieve a “pass” to qualify for reimbursement. Funds expended on tuition reimbursement will be subject to appropriate IRS regulations. Employees wishing to engage in educational programs involving work time may be granted rescheduled time if departmental operations permit.

All employees assigned by the City to attend meetings, workshops or conventions shall have their dues and reasonable expenses paid by the City and shall be allowed to attend such workshops, meetings and conventions on paid City time. Such required educational functions shall be reimbursed from departmental training funds and shall not be counted against the employee’s allowance or the annual tuition reimbursement.

Employee may under tuition reimbursement fund request reimbursement for trade publications, technical books, and printed materials related to the employee’s employment.

Claims for qualified expenditures shall first be reimbursed to an individual maximum of fourteen hundred dollars (\$1,400) per fiscal year. After payment of all such claims, on June 30, should there be unused funds remaining in this fund, qualified expenses in excess of fourteen hundred dollars (\$1,400) already paid, and received no later than July 15 of that year, shall be reimbursed on a pro-rata basis not to exceed a total annual individual reimbursement of Five Thousand Dollars (\$5,000).

#### ARTICLE 7: HOLIDAYS

7.1 Except as otherwise provided, employees within the representation unit shall have the following fixed holidays with pay:

New Year’s Day	January 1
Martin Luther King Day	Third Monday in January
Lincoln’s Birthday	February 12
Washington’s Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Admission Day	September 9
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25

One full day either December 24 or December 31

- 7.1.1 Designation of which one full day on either December 24 or December 31 is a fixed holiday shall be made by the Police Chief, considering the needs of the service and the officer's desires.
- 7.1.2 Holidays on an Employee's Regular Day Off
- a. Patrol. Fixed Holiday on a Regular Day Off. If a fixed holiday falls on an employee's regularly scheduled day off for an employee who is filling a Patrol assignment, and the employee is not required to work that day, the employee shall receive eight (8) hours of holiday pay at their straight time hourly rate.
  - b. Non-patrol. When a holiday falls on the regular day off for an employee who is filling a non-Patrol assignment, and the employee is not required to work that day, that employee will normally flex his or her regular day off to account for the holiday (i.e., will use the 8 hours of holiday time to take time off on another day during the same workweek). However, with the approval of their supervisor, and subject to the operational needs of the Department, employees on a non-Patrol assignment may work their full workweek and receive an additional eight (8) hours of pay for the holiday (i.e., 40 hours for time worked plus 8 hours for the holiday).
- 7.1.3 An employee who is scheduled to work on a fixed holiday, and who does not work, including absences due to illness or injury for which they would otherwise be eligible for sick leave, shall be entitled to eight (8) hours of holiday pay and shall use general leave, or other appropriate paid/unpaid leave to make up any difference between the holiday and his or her regularly scheduled shift. An employee will not be paid for more than his or her regular day's pay for any holiday when he or she does not work.
- 7.1.4 Work on a Fixed Holiday (Non-Patrol)
- a. Holidays on Employee's Regular Workday. Any employee required to work a Non-Patrol assignment on a fixed holiday which falls on his or her regular workday shall be paid time and one-half for such work in addition to eight (8) hours of holiday pay. [For Example, if an employee has a regular work schedule of Monday through Thursday and works a full Non-Patrol shift on a holiday which falls on a Monday (his or her regular workday), he or she would be paid a total of 23 hours (8 hours holiday pay plus 10 hours at time and one half).]
  - b. Holidays on an Employees' Regular Day Off. Any employee required to work a Non-Patrol assignment on a fixed holiday which falls on his or her regular day off shall be paid double time for such work in addition to eight (8) hours of holiday pay. [For Example, if an employee has a regular work schedule of Tuesday through Friday and works a Non-Patrol shift on a holiday

which falls on a Monday (his or her regular workday), he or she would be paid a total of 28 hours (8 hours holiday pay plus 10 hours at double time).]

7.1.5 Work on a Fixed Holiday (Patrol)

- a. Holidays on Employee's Regular Workday. Any Employee required to work Patrol on a fixed holiday which falls on his or her regular workday shall be paid time and one-half for such work in addition to his or her regular pay. Employees who work their regular shift for a fixed holiday shall not receive additional holiday pay. [For Example, if an employee has a regular work schedule of Monday through Wednesday and works a full Patrol shift on a holiday which falls on a Monday (his or her regular workday), he or she would be paid a total of 30 hours (12 hours plus 12 hours at time and one half).]
- b. Holidays on an Employee's Regular Day Off. Any employee required to work Patrol on a fixed holiday on his or her regular day off shall be paid double time for such work in addition to eight (8) hours of holiday pay pursuant to section 7.1.2. [For Example, if an employee has a regular work schedule of Wednesday through Saturday and works a full Patrol shift on a holiday which falls on a Monday (his or her regular day off), he or she would be paid a total of 32 hours (8 hours holiday pay plus 12 hours at double time.)]

7.1.6 Pay for holidays may not be taken as compensatory time off.

ARTICLE 8: RETIREMENT PROGRAMS

8.1 Retirement Plan

Retirement benefits for employees hired prior to November 20, 2011 shall be those established by the Public Employees' Retirement System (PERS) for Local Safety Members 3% at age 50 Formula, highest single year.

For employees hired on or after November 20, 2011, who are not new members as defined by PERS, retirement benefits shall be those established by the Public Employees' Retirement System (PERS) for Local Safety Members 3% at age 55 formula, highest three years.

For new employees, as defined by the Public Employees' Retirement System (PERS), hired on or after January 1, 2013, retirement benefits shall be those established by the Public Employees' Retirement System (PERS) for Local Safety Members 2.7% at age 57 formula, highest three years.

8.2 Optional Provisions

8.2.1 1959 Survivor Allowance as set forth in Section 6 of Chapter 9 of the Public Employees' Retirement Law, commencing with Section 21570 of the Government Code, shall be provided.

8.2.2 Third Level of 1959 Survivor Benefits, as provided under Government Code Section 21573, shall be included.

8.3 City's Contribution to Retirement

8.3.1 The City shall pay the rate prescribed by the Public Employees' Retirement System for employer contributions to the Public Employees' Retirement System in accordance with the rules and regulations governing such employer contributions.

8.3.2 Classic employees shall contribute three percent (3.00%) toward the employer's contribution to the Public Employees' Retirement System (Employee Paid City Contribution).

8.3.3 To the extent permitted by law, the Employee Paid City Contribution shall be taken as a pre-tax deduction from the employees' paycheck each payroll period. The City and PSA agree that the three percent (3%) will continue past the expiration of the MOU. If for any reason the City is precluded from making the Employee Paid City Contribution deduction or the deduction cannot be made on a pre-tax basis, the parties agree to meet and confer regarding ways to cure the defect.

8.3.4 The parties understand that the Employee Paid City Contribution is a payment towards the Normal Cost of Retirement Benefits pursuant to Government Code Section 20516.5.

8.4 Employee's Contribution to Retirement System

8.4.1 The full employees' contribution shall be deducted from the unit member's pay by the City and forwarded to the Public Employees' Retirement System in accordance with the rules and regulations governing such contributions.

8.4.2 New employees, as defined by the Public Employees' Retirement System (PERS), hired on or after January 1, 2013, shall make a member contribution of 50% of the Normal Cost of the benefit as a pre-tax deduction from the employees' paycheck each payroll period.

The City has implemented Employer Pick-up, Internal Revenue Code 414 (h) (2) on the employee's contribution to the Public Employees' Retirement System.

8.4.3. As soon as practicable, the City will modify its contract with CalPERS to provide for a 3.0% additional Member Contribution over and above Normal Contribution for classic members. This means that classic members will make an additional 3.0% contribution into their member account and will cease making the contribution in 8.3.2. The total member contribution for classic employees will be 12%.

8.4.4 Each employee designated by CalPERS as a "new member" (PEPRA member) in accordance with applicable laws shall contribute the greater of half of the normal cost or twelve percent (12%).

8.4.4.1 In the event that half of the normal cost is less than twelve percent (12%), PEPRA members will contribute an amount equal to the difference between half of the normal cost and twelve percent (12%) toward employer's contribution to the Public Employees' Retirement System. For example, if half of the normal cost is 11.5%, PEPRA members will contribute an additional 0.5% for a total of 12%.

8.4.4.2 Any additional employer contribution paid by PEPRA member shall be taken as a pre-tax deduction from the employees' paycheck each payroll period.

#### 8.5 Honorary Retirement

8.5.1 Upon separation, an employee who leaves the service of the Menlo Park Police Department shall be considered retired provided the unit member has fifteen (15) years of service with the department and is in good standing at the time of departure.

8.5.2 An employee shall be given a retirement badge and identification card.

8.5.3 The same requirements for a concealed weapons permit shall apply as for any other applicant. A concealed weapons permit shall not be automatically approved.

8.5.4 Retirement under this section shall be honorary and shall not involve any payment or benefit to the unit member or liability on the part of the City.

### ARTICLE 9: WORKING CONDITIONS

#### 9.1 Work Schedules

The Chief of Police shall determine the appropriate regular or alternative work schedules of the Department and the various divisions, sections and details based upon the feasibility or operational needs. The Chief of Police may modify schedules to drop an alternative work schedule and revert to a regular eight (8) hour schedule except that any

resulting schedule different from a five (5) days on, two (2) days off will be subject to the meet and confer process.

Alternative work schedules may be administered under the 7(k) work period provisions of the Fair Labor Standards Act.

9.1.1 4/10 Work Schedule

A 4/10 work schedule is defined as ten (10) hours per day worked, four (4) days per calendar week. [However, Sergeants assigned to specialty positions \(“special assignments”\) pursuant to Menlo Park Police Department Policy Manual Section 1029 will normally work ten-and-one-half \(10.5\) hours per day, pursuant to the 7k exemption.](#)

9.1.2 4/12 Work Schedule

A 4/12 work schedule is defined as a series of twelve (12) hours per day worked in four consecutive days followed by four consecutive days off. The maximum assignment may total 168 hours in a twenty-eight (28) day cycle. If utilized, the schedule is subject to the following:

9.1.2.1 The 4/12 schedule shall apply to police sergeants assigned to general patrol and shall not apply to special assignments without the approval of the Chief of Police.

9.1.3 In the event the City elects to change the scheduling of days off or starting times for the shifts, the City shall provide at least thirty (30) days’ notice and an opportunity for the P.S.A. to meet and confer on such proposed changes.

9.1.4 The parties agree that provisions in the Personnel Rules and other City rules and regulations may be modified, expressly or implicitly, as they apply to those represented employees working the 4/10 or 4/12 schedule.

9.1.5 Nothing herein shall prevent the City from making temporary changes to address bona fide non-staffing emergencies that may arise during the term of this Agreement.

9.2 Adjustment to Schedule

Unit members regularly assigned to midnight shift may request an adjustment to their schedule provided the employee is required to conduct authorized department business following the employee’s shift; there is no cost to the City; and permission is obtained in advance from the employee’s supervisor.

9.3 Layoffs

Layoffs shall be made in reverse order of seniority. The employee with the least length of service shall be laid off first. For purposes of this Section, length of service shall include all time served in the Sergeant classification or any other classification equivalent to or higher than the rank of Sergeant.

9.4 Training

Officers who are normally assigned to an alternative work schedule shall revert to a five day, eight hour shift for any training that requires attendance at class for a consecutive five day period.

9.5 Donning and Doffing of Uniforms

It is acknowledged and understood by the City and the PSA that the donning and doffing of uniforms and related safety equipment may be performed at home or other locations outside of the Police Department.

ARTICLE 10: GRIEVANCE PROCEDURE

10.1 Definitions

10.1.1 A “grievance” is an alleged violation, misinterpretation or misapplication of the provisions of this Memorandum of Understanding or policy and/or procedure manuals affecting the working conditions of the unit members covered by this Agreement

10.1.2 A “Disciplinary appeal” is an appeal from a disciplinary action of a Letter of Reprimand or higher, against a unit member covered by this Memorandum of Understanding.

10.1.3 A “grievant” is any unit member adversely affected by an alleged violation of the specific provision of this Memorandum, or the Union.

10.1.4 A “day” is any day in which the administrative offices of the City of Menlo Park are open for regularly scheduled business.

10.2 General Provisions

10.2.1 Until final disposition of a grievance, the grievant shall comply with the directions of the grievant's immediate supervisor.

10.2.2 All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

10.2.4 Time limits for appeal provided at any level of this procedure shall begin the first day following receipt of the written decision by the grievant and/or the PSA.

Failure of the grievant to adhere to the time deadlines shall mean that the grievant is satisfied with the previous decision and waives the right to further appeal. The grievant and the City may extend any time deadline by mutual agreement.

10.2.5 Every effort will be made to schedule meetings for the processing of grievances at time which will not interfere with the regular work schedule of the participants. If any grievance meeting or hearing must be scheduled during duty hours, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.

10.2.6 Any employee may at any time present grievances to the City and have such grievances adjusted without the intervention of PSA, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of the Memorandum: provided that the City shall not agree to the resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of PSA.

10.2.7 As an alternative to the formal grievance procedure, the City and the PSA may mutually agree to meet and attempt to informally resolve issues involving contract interpretations and other matters affecting the relationship between the City and the PSA. A grievance must be presented within the timelines set forth in Article 10.3. However, once the parties mutually agree to informally resolve problems, the formal grievance timelines are tolled pending the informal resolution process. If, in an attempt to informally resolve issues, the parties discuss matters that are not otherwise subject to the grievance procedure, such matters shall not be eligible to be grieved under the grievance provisions of this MOU. Either party may terminate the informal process at any time and the parties will revert to the formal grievance procedure.

10.3 Grievance Procedure (for grievances as defined in 10.1.1)

10.3.1 Level I - Immediate Supervisor

10.3.1.1 Any employee who believes he/she has a grievance which is an alleged violation of the specific provisions of this Memorandum of Understanding shall present the grievance orally to the immediate supervisor within ten (10) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The



immediate supervisor shall hold discussions and attempt to resolve the matter within ten (10) days after the presentation of the grievance. It is the intent of this informal meeting that at least one personal conference be held between the aggrieved unit member and the immediate supervisor.

#### 10.3.2 Level II - Chief of Police

10.3.2.1 If the grievance is not resolved at Level I and the grievant wishes to press the matter, the grievant shall present the grievance in writing on the appropriate form to the Chief of Police within ten (10) days after the oral decision of the immediate supervisor. The written information shall include: (a) A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance; (b) A listing of the provisions of this agreement which are alleged to have been violated; (c) A listing of the reasons why the immediate supervisor's proposed resolution of the problem is unacceptable; and (d) A listing of specific actions requested of the City which will remedy the grievance.

10.3.2.2 The Chief of Police or designee shall communicate the decision to the grievant in writing within ten (10) days after receiving the grievance. If the Chief of Police or designee does not respond within the time limits, the grievant may appeal to the next level.

10.3.2.3 Within the above time limits either party may request a personal conference.

#### 10.3.3 Level III - Appeal to City Manager

10.3.3.1 If the grievant is not satisfied with the decision at Level II, the grievant may within ten (10) days of the receipt of the decision at Level II appeal the decision on the appropriate form to the City Manager. This statement shall include a clear, concise statement of the reasons for the appeal. Evidence offered in support of a disciplinary grievance filed pursuant to Article 10.2.3 of this Agreement shall be submitted in the form of written declarations executed under penalty of perjury.

10.3.3.2 The City Manager or designee shall communicate the decision in writing to the grievant within ten (10) days. If the City Manager or designee does not respond within the time limits provided, the grievant may appeal to the next level.

#### 10.3.4 Level IV - Binding Arbitration

- 10.3.4.1 If the grievant is not satisfied with the decision at Level III, the grievant may within ten (10) days of the receipt of the decision submit a request in writing to the PSA for arbitration of the dispute. Within twenty (20) days of the grievant's receipt of the decision at Level III, the PSA shall inform the City of its intent as to whether or not the grievance will be arbitrated. The PSA and the City shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Mediation and Conciliation Service supply a panel of five names of persons experienced in hearing grievances in cities and who are members of the National Academy of Arbitrators (NAA). Each party shall alternately strike a name until only one remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.
- 10.3.4.2 If either the City or the PSA so requests, a separate arbitrator shall be selected to hear the merits of any issues raised regarding the arbitrability of a grievance. No hearing on the merits of the grievance will be conducted until the issue of arbitrability has been decided. The process to be used in selecting an arbitrator shall be as set forth in 10.3.4.1.
- 10.3.4.3 The arbitrator shall conduct and complete the hearing on the grievance, within sixty (60) days of the date of PSA's request for arbitration. The parties may mutually agree to extend that timeline. The parties shall file their post-hearing briefs within thirty (30) days of the close of the hearing and the arbitrator shall render a decision on the issue or issues submitted within thirty (30) days of the submission of the briefs. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- 10.3.4.4 The City and PSA agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or the written ordinances, resolutions, rules, regulations and procedures of the City, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of this Agreement. The Arbitrator shall be without power of authority to make any decision that requires the City or management to do an act prohibited by law.
- 10.3.4.5 The award of the arbitrator shall be final and binding.

10.3.4.6 The fees and expenses of the arbitrator (including the cost of any list of arbitrators requested pursuant to Section 10.3.4.1) shall be shared equally by the City and PSA.

All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. By mutual agreement, the cost of the services of such court reporter shall be shared equally by the parties. However, each party shall be responsible for the cost of transcripts that they order.

10.3.4.7 By filing a grievance and processing it beyond Level III, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/arbitration procedure. The processing of a grievance beyond Level III shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

#### 10.4 Disciplinary Appeals

10.4.1 This procedure shall be the sole and exclusive procedure for processing appeals to disciplinary actions and shall satisfy all administrative appeal rights afforded by the Public Safety Officers Procedural Bill of Rights Act, Government Code Sections 3300, et seq.

10.4.2 A “disciplinary appeal” is a formal written appeal of a Notice of Disciplinary Action (post-Skelly) of any punitive disciplinary action including dismissal, demotion, suspension, reduction in salary, letters of reprimand, or transfer for purposes of punishment. However, letters of reprimand are not subject to the arbitration provisions of this procedure. This procedure also shall not apply to the rejection or termination of at will employees, including those in probationary status. Any reduction in pay for change in assignment which occurs in the course of regular rotation and is not punitive shall not be subject to this procedure.

10.4.3 Persons on probationary status (entry-level or promotional) may not appeal under this agreement rejection on probation.

10.4.4 Letters of Reprimand may be appealed under this section only to the City Manager level (Section 10.4.6.)

- 10.4.5 Any appeal to any punitive disciplinary action (as defined in Section 10.1.2) shall be presented in writing to the City Manager within ten (10) days after receipt of the Notice of Disciplinary Action. Failure to do so will be deemed a waiver of any appeal. The City Manager or designee shall hold a meeting to hear the appeal within ten (10) days after the presentation of the appeal and shall issue a decision on the appeal within ten (10) days after the presentation of the appeal. For letters of reprimand, the City Manager's decision shall be final. However the employee may write a response and have that response included in his or her personnel file.
- 10.4.6 For appeals from dismissal, demotion, suspension, reduction in salary, or transfers for purposes of punishment, if the employee is not satisfied with the decision of the City Manager, the employee may, within ten (10) days of the receipt of the decision, submit a request in writing to the PSA for arbitration of the dispute. Within twenty (20) days of the City Manager's decision, the PSA shall inform the City of its intent as to whether or not the disciplinary matter will be arbitrated. The PSA must be the party taking the matter to arbitration.
- 10.4.7 The parties shall attempt to agree to the selection of an arbitrator and may agree to strike names from a list provided by an outside agency such as the State Mediation and Conciliation Service or JAMS. However, in the event that the City and the PSA cannot agree upon the selection of an arbitrator within twenty one (21) days from the date that the PSA has notified the City of its intent to proceed to Arbitration, either party may request the Superior Court of the County of San Mateo to appoint an arbitrator who shall be a retired judge of the Superior Court.
- 10.4.8 The City and PSA agree that the arbitrator shall prepare a written decision containing findings of fact, determinations of issues and a disposition either affirming, modifying or overruling the disciplinary action being appealed. The parties expressly agree that the arbitrator may only order as remedies those personnel actions which the City may lawfully impose.
- 10.4.9 The fees and expenses of the arbitrator (including the cost of any list of arbitrators) shall be shared equally by the City and PSA. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. By mutual agreement, the cost of the services of such court reporter shall be shared equally by the parties. However, each party shall be responsible for the cost of transcripts that they order.

10.4.10 Nothing herein constitutes a waiver of City or employee rights otherwise granted by law.

#### ARTICLE 11: RECOGNITION

The Menlo Park Police Sergeant's Association (PSA) is the exclusive recognized organization representing employees in the classification of Police Sergeant in their employer-employee relations with the City of Menlo Park, and PSA has been certified by the City of Menlo Park as the duly recognized employee organization of said employees. PSA requires proper and advance notification on all matters that fall into the meet and confer process.

#### ARTICLE 12: FULL UNDERSTANDING MODIFICATION AND WAIVER

- 12.1 This Memorandum of Understanding sets forth a full and entire understanding of the parties regarding the matters set forth herein, and any and all prior or existing Memoranda of Understanding, understandings and agreements regarding the matters set forth herein, whether formal or informal, are hereby superseded and terminated in their entirety.
- 12.2 No practice or benefit provided by this Memorandum of Understanding shall be modified without the mutual agreement of the City and PSA.

#### ARTICLE 13: SEPARABILITY

- 13.1 If a court of competent jurisdiction finally determines that any provisions of this Memorandum is invalid and unenforceable, such provisions shall be separable, and the remaining provisions of the Memorandum shall remain in full force and effect.

#### ARTICLE 14: LABOR MANAGEMENT COMMITTEE

Effective for the term of this agreement, The City and PSA agree to the establishment of a Labor Management Committee (LMC) to serve as an advisory committee and to facilitate employee education and involvement in issues regarding CalPERS retirement benefits, including but not limited to, potential future costs increases and the impacts of said cost increases to the financial stability of the City.

The City and the PSA shall each select their own representatives and in equal number, with no more than three (3) on each side. Each side is encouraged to propose issues for discussion, and the committee will jointly set priorities. Decision making within this forum will be by consensus. The LMC will set up regular meetings to occur not less than once per quarter and a means for calling additional meetings to handle issues on an ad hoc basis.

The LMC is not authorized to meet and confer or create contractual obligations nor are they to change the MOU to authorize any practice in conflict with existing contracts or rules.

ARTICLE 15: EFFECT OF AGREEMENT

This Memorandum of Understanding sets forth the full and complete understanding between the parties hereto with respect to all subject matters addressed herein.

Dated \_\_\_\_\_

City of Menlo Park

Menlo Park Police Sergeants Association

\_\_\_\_\_

\_\_\_\_\_

Appendix A

Salary Schedule for Classified Police Sergeants (2080 hours)

Effective: July 21, 2019 to July 4, 2020

Step	Annual	Monthly	Bi-Weekly	Hourly
A	\$123,191	\$10,265	\$4,738	\$59.2264
B	\$129,350	\$10,779	\$4,974	\$62.1875
C	\$135,818	\$11,318	\$5,223	\$65.2971
D	\$142,609	\$11,884	\$5,484	\$68.5620
E	\$149,739	\$12,478	\$5,759	\$71.9899

Effective: July 5, 2020 to July 3, 2021

Step	Annual	Monthly	Bi-Weekly	Hourly
A	\$128,626	\$10,719	\$4,947	\$61.8393
B	\$135,057	\$11,255	\$5,195	\$64.9313
C	\$141,810	\$11,817	\$5,454	\$68.1779
D	\$148,900	\$12,408	\$5,727	\$71.5868
E	\$156,345	\$13,029	\$6,013	\$75.1661

Effective: July 4, 2021

Step	Annual	Monthly	Bi-Weekly	Hourly
A	\$129,187	\$10,766	\$4,969	\$62.1094
B	\$135,647	\$11,304	\$5,217	\$65.2148
C	\$142,429	\$11,869	\$5,478	\$68.4756
D	\$149,551	\$12,463	\$5,752	\$71.8994
E	\$157,028	\$13,086	\$6,040	\$75.4943

## Appendix B

### Administration of Retirement Health Credits for Retirees

Nothing herein shall be deemed a change to the current practice of reimbursing retirees for retiree health premiums. This Appendix is intended to detail the existing practice.

The intent of the retiree health insurance credit program is to reimburse employees for the cost of retiree health premiums up to the amount to which they are entitled. It is not to provide an additional cash benefit to retirees over and above the cost of the premium. Should the current procedures that are administered through PEMHCA health and the Public Employees' Retirement System change, the intent shall remain as stated above.

#### Current Practice

Upon retirement, eligible employees may choose to convert all or any portion of their general leave balance up to the maximum to retirement health insurance credits at the rate they are eligible to receive as specified in Section 4.1. Retirees may elect single coverage, double coverage or family coverage in accordance with Sections 4.1.2 and 4.1.3.

PERS will deduct the premium for the health insurance plan selected by the retiree through PEMHCA health from their monthly pension warrant, less the minimum employer contribution, which is billed separately to the City.

The City will reimburse the retiree for the amount they are eligible to receive. The amount they are eligible to receive does not include the minimum employer contribution because it is not deducted from the retiree's pension warrant. In no event will the amount reimbursed exceed the cost of the premium to the retiree less the minimum employer contribution.

All reimbursements made to the retiree are subject to Federal and State taxes and shall be reported as income as required by law.





# RATIFICATION OF TENTATIVE AGREEMENT WITH POLICE SERGEANTS ASSOCIATION

City Council Meeting May 24, 2022



# NEGOTIATION SUMMARY





## PUBLIC INPUT AND OUTREACH

- Public input and outreach process
  - Early release on March 28, 2022
  - City Council presentation on April 12, 2022
- PSA Bargaining Unit
  - Contract originally through June 30, 2022
  - 9 members



## NEGOTIATION SUMMARY

- Commenced negotiations - April 12, 2022
- Tentative agreement
  - April 22, 2022
- Bargaining units ratification
  - April 27, 2022
- Early release staff report – July 26, 2021





# TENTATIVE AGREEMENT



## KEY ECONOMIC PROVISIONS

Contract Term	Tentative Agreement	Fiscal Impact
Term	3 Years (expiring June 30, 2025)	(\$60,000)
Lump sum	\$2,000 lump sum after ratification 2022	\$18,000
On call pay for traffic unit	Fiscal Year 2022-23 Fiscal Year 2023-24 Fiscal Year 2024-25	\$42,005
Special assignment work schedule	Fiscal Year 2022-23 Fiscal Year 2023-24 Fiscal Year 2024-25	\$71,308



## KEY ECONOMIC PROVISIONS CONT.

Contract Term	Tentative Agreement	Fiscal Impact
Flex benefits plan	2022 alignment to POA, SEIU, AFSCME January 2023 CPI increase 2-4% January 2024 CPI increase 2-4%	\$32,684
<b>Total</b>	Contract term, compounded	<b>\$247,710</b>



## FISCAL IMPACT

- Within City Council authority to negotiating team
- Assumptions
  - Consistent with past financial forecasts
  - In-line with CalPERS actuarial wage growth
  - Fully funded through the 2024-25 budget and incorporated into the long term forecasts for future years





## REQUESTED ACTIONS

- Receive presentation by City staff
- Receive public comment
- Consider ratification of successor agreement with POA expiring June 30, 2025



## THANK YOU



- PSA Bargaining Team
  - Chris Adair
  
- Mastagni Holstedt, APC
  - Jerry Camous
  
- Renne Sloan Holtzman Sakai LLP
  - Charles Sakai
  - Adam Benson
  
- Administrative Services
  - Mary Morris-Mayorga
  - Marvin Davis
  - Kristen Strubbe
  - Barbara Tong

The background of the slide is a photograph of a building with a Spanish-style architectural influence, featuring a tiled roof and several arched openings. The building is set against a clear blue sky with some green foliage visible in the background. A teal-colored banner is overlaid across the middle of the image, containing the text "DISCUSSION / QUESTIONS".

## DISCUSSION / QUESTIONS



**STAFF REPORT**

**City Council**

**Meeting Date:**

**5/24/2022**

**Staff Report Number:**

**22-097-CC**

**Regular Business:**

**Adopt a resolution approving a Water Conservation Plan pursuant to Menlo Park Municipal Code Chapter 7.35 imposing Stage 2 Drought Measures of the City's 2020 Water Shortage Contingency Plan and the State Water Resources Control Board's proposed emergency regulations regarding turf irrigation**

**Recommendation**

Staff recommends that the City Council approve a Water Conservation Plan resolution (Attachment A), pursuant to Menlo Park Municipal Code Chapter 7.35, imposing drought stage 2 measures of the City's 2020 Water Shortage Contingency Plan (WSCP) and the State Water Resources Control Board's (State Water Board) proposed emergency regulations regarding turf irrigation that urban water suppliers must comply with by June 10 (assuming such regulations are adopted by the State Water Board at their May 24 meeting.)

**Policy Issues**

Menlo Park Municipal Water (MPMW) is a city-owned water service provider for a portion of the City of Menlo Park. The City Council acts as its governing body and is responsible for ensuring the financial stability of the water system by setting customer rates and approving capital plans and other operational expenditures. The City Council has the authority to declare a drought and specify one of six drought stages, as outlined in the adopted 2020 WSCP.

The adopted 2020 WSCP has prescribed actions for each of the six drought stages, which have varying levels of response for changes to or shortages in water supplies. It provides flexibility to incorporate additional water measures based on several factors: the State Water Board adopting future emergency water regulations, the San Francisco Public Utilities Commission (SFPUC) imposing drought-related actions as the water wholesaler, or other appropriate actions in order to meet MPMW's water reduction goal. Attachment B lists the six drought stages along with corresponding conservation measures and response.

Per Menlo Park Municipal Code, Chapter 7.35 (Water Conservation), the City may also enforce drought regulations adopted by the State Water Board, or drought-related actions imposed by SFPUC under an adopted Water Conservation Plan. This chapter allows the City to implement these requirements by adopting, by resolution, a Water Conservation Plan.

**Background**

MPMW supplies water to about half of the City's residences and businesses through approximately 4,300 service connections. MPMW's sole water supply is purchased from SFPUC for two distinct areas: the upper zone in the Sharon Heights area, and the lower zone located north and east of El Camino Real. MPMW is a

member of the Bay Area Water Supply and Conservation Agency (BAWSCA), a special district that represents the interest of 26 cities, water districts, and private utilities that are long term purchasers of SFPUC wholesale water.

On May 11, 2021, the City Council adopted Resolution No. 6625 approving MPMW water rate increases for the next five years. The new rates met several objectives that included updating drought surcharges to match the State Water Board's six drought stages as outlined in the 2020 WSCP. The purpose of the drought surcharge is to recover lost revenue (due to less water sales), so the water fund can meet target reserves and cover operating, maintenance and capital expenditures. Drought surcharges are only in effect if the City Council declares a drought and specifies the drought stage.

On March 1, 2022, in response to the State Water Board's January 2022 emergency regulations, the City Council adopted Resolution No. 6716 (Attachment C) to implement a drought stage 1 Water Conservation Plan (up to 10 percent water use reduction from fiscal year 2019-20 levels) and a drought surcharge effective in July. Attachment D lists the drought stage 1 water regulations and corresponding surcharge. The resolution includes fines, enforcement measures, and matches the disconnection and reconnection fees shown in the current master fee schedule for water bill nonpayment.

On March 28, 2022, Governor Newsom signed Executive Order N-7-22 directing the State Water Board to consider adopting additional water conservation emergency regulations to prepare for and mitigate the effects of worsening drought conditions. This includes banning "non-functional turf" irrigation for "commercial, industrial and institutional" water users and requiring all urban water suppliers that submitted a WSCP to implement, at a minimum, the demand reduction actions listed in their WSCP for drought stage 2 (up to 20 percent water use reduction from fiscal year 2019-20 levels.) The State Water Board defines "non-functional turf" as turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events (does not include sports fields) and defines "commercial, industrial and institutional" as including homeowners' associations, common interest developments, community service organizations, and other similar entities but does not include the residences of these entities' members or separate interests. The State Water Board developed draft emergency regulation text (Attachment E) which they will consider adopting May 24, 2022, before the City Council's consideration of adopting this resolution (Attachment A.) If adopted, urban water suppliers must be in compliance with the new regulations by June 10, 2022. As the City Council does not meet again until June 14, the resolution (Attachment A) is written presuming the State Water Board adopts the emergency regulations. Staff will provide an update as part of an oral presentation May 24 if any changes are made by the State Water Board.

## Analysis

In order to comply with the proposed State Water Board emergency regulations, urban water suppliers must ban "non-functional turf" irrigation for commercial, industrial and institutional water users, and implement stage 2 demand reduction actions listed in their WSCP by June 10. The City, as a water customer of both MPMW and Cal Water, will stop irrigating non-functional turf as required in landscape medians and other non-recreational turf areas around the Civic Center and City parks. Attachment D shows the drought stage 2 regulations that MPMW must implement in addition to the current drought stage 1 regulations.

In drought stage 2, MPMW will be asking water customers to voluntarily reduce water use by up to 20 percent of their fiscal year 2019-20 levels. MPMW's goal is to achieve a 20 percent reduction system-wide.

One of the regulations that must be implemented is a two (2) days per week irrigation schedule. Staff met with California Water Service Bear Gulch District (Cal Water), who provides water to approximately half of Menlo Park, to coordinate drought outreach. As of mid-April, Cal Water is in stage 2 of their WSCP and

implementing a two (2) days per week watering schedule. As shown in Attachment D, staff recommends aligning MPMW’s irrigation schedule with Cal Water’s irrigation schedule for consistency as follows:

- Odd number street addresses shall irrigate only Tuesday and Saturday; and
- Even street addresses and properties without a street address shall irrigation only Wednesday and Sunday.
- Irrigation shall be prohibited during the hours of 8 a.m. to 6 p.m.

Implementing drought stage 2 conservation measures will trigger a drought surcharge of \$1.40 per centum cubic feet (CCF) with one CCF equivalent to 748 gallons. If drought surcharges are not implemented with the drought stage, the water fund may not meet target reserves and cover operating, maintenance and capital expenditures. Table 1 shows the fiscal year 2022-23 drought surcharges that were adopted with the 2021 five-year water rates. The surcharge would apply to all customers, based on total metered water use, and would be itemized separately on customer monthly bills.

Table 1: Drought surcharges		
Drought stage	Water use reduction	Fiscal year 2022-23
1	Up to 10%	\$0.63 per CCF
2	Up to 20%	\$1.40 per CCF
3	Up to 30%	\$2.39 per CCF
4	Up to 40%	\$3.67 per CCF
5	Up to 50%	\$5.43 per CCF
6	Greater than 50% (surcharge shown is for 60%)	\$7.98 per CCF

The draft resolution will implement a drought stage 2 Water Conservation Plan starting June 10, 2022. It will rescind Resolution No. 6716, which implemented a drought stage 1 Water Conservation Plan. Regardless of whether the State Water Board adopts its proposed regulations, current system-wide conditions and the current state of shortage would justify imposition of Stage 2 measures. The drought stage 2 Water Conservation Plan will include the same fines and enforcement as the drought stage 1 Water Conservation Plan. Staff intends to focus on customer education as much as possible before imposing fines and enforcement.

Other rate adjustments

As identified in the five-year rate study adopted May 11, 2021, staff plans to implement the annual rate increase for fiscal year 2022-23. On May 10, 2022, SFPUC adopted the fiscal year 2022-23 wholesale water rate of \$4.75 per CCF, representing a 15.9 percent increase, effective July 1, 2022. The adopted rate is higher than the projected fiscal year 2022-23 wholesale water rate of \$4.19 per CCF provided previously by SFPUC and assumed for purposes of the 2021 five-year water rate study. Pursuant to California Government Code 53756, MPMW is able to pass-through any additional increases in SFPUC wholesale water rates when the actual SFPUC rates exceed estimates, given that all water customers receive at least 30 days’ notice. To cause less confusion for water customers, staff is recommending implementing the stage 2 drought surcharge (\$1.40 per CCF) and the SFPUC wholesale rate pass-through (\$0.56 per CCF) at the same time as the annual rate increase. These will be implemented with July water use and appear on customers’ August water bills.



### **Impact on City Resources**

Moving into drought stage 2 will require additional staff to support increased drought coordination. The fiscal year 2022-23 proposed budget that will be presented to the City Council in June will include adding one (1.0) full time equivalent (FTE) sustainability specialist position to the public works department. The position will provide support for outreach efforts for increased customer service calls, drought education, water conservation programming, and public engagement about the worsening conditions.

### **Environmental Review**

City Council's adoption of the proposed resolution is categorically exempt from California Environmental Quality Act (CEQA) under CEQA Guidelines 15307 (Actions by Regulatory Agencies for Protection of Natural Resources) and CEQA Guidelines section 15308 (Actions for Protection of the Environment), in that it is intended to ensure adequate water supplies for the preservation of public health, safety, fire prevention, during a declared period of drought. The action is also exempt from CEQA pursuant to CEQA Guidelines section 15269, as a specific action necessary to prevent or mitigate an emergency.

### **Public Notice**

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

### **Attachments**

- A. Resolution to adopt a drought stage 2 Water Conservation Plan
- B. Table – Drought stages and actions, 2020 WSCP
- C. Resolution No. 6716 that adopted a drought stage 1 Water Conservation Plan
- D. Current drought stage 1 versus proposed drought stage 2 regulations
- E. State Water Board's draft emergency regulation text

Report prepared by:  
Pam Lowe, Senior Civil Engineer

Reviewed by:  
Tanisha Werner, Assistant Public Works Director - Engineering

**RESOLUTION NO. XXXX****RESOLUTION OF THE MENLO PARK CITY COUNCIL ADOPTING WATER CONSERVATION PLAN PURSUANT TO MENLO PARK MUNICIPAL CODE CHAPTER 7.35 TO IMPLEMENT WATER SHORTAGE CONSERVATION PLAN STAGE 2 MEASURES**

WHEREAS, on May 11, 2021, pursuant to its rate setting authority and in accordance with all applicable requirements under Proposition 218, the City Council adopted Resolution No. 6625 to approve MPMW's five-year schedule of water rates, which included analysis and approval of drought surcharges in the proposed 2020 Water Shortage Contingency Plan; and

WHEREAS, on May 25, 2021, the City Council adopted its 2020 Urban Water Management Plan and the 2020 Water Shortage Contingency Plan, as required by the California Water Code, and which includes six drought stages; and

WHEREAS, on April 21, May 10, and July 8, 2021, Governor Newsom issued proclamations that a state of emergency exists in a total of 50 counties due to severe drought conditions and directed state agencies to take immediate action to preserve critical water supplies and mitigate the effects of drought and ensure the protection of health, safety, and the environment; and

WHEREAS, on October 19, 2021, Governor Newsom's emergency drought proclamation expanded the drought emergency statewide and encouraged the State Water Board to supplement voluntary conservation measures by prohibiting certain wasteful water uses; and

WHEREAS, on November 23, 2021, the San Francisco Public Utilities Commission ("SFPUC") declared a water shortage emergency and adopted a voluntary system-wide water use reduction of 10 percent from fiscal year 2019-2020 use; and

WHEREAS, in response to the declared drought emergency, the State Water Board adopted emergency regulations, set forth in 23 California Code of Regulations section 995, effective January 18, 2022 for a one-year period, that prohibits wasteful water use practices statewide and enables any agency that has authority to enforce infractions to enforce these prohibitions at their discretion; and

WHEREAS, the State Water Board's regulations prohibit among other things the following, except to the extent use is necessary to address an immediate health and safety need:

- A. The application of potable water to outdoor landscapes in a manner that causes more than incidental runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;
- B. The use of a hose that dispenses water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;
- C. The use of potable water for washing sidewalks, driveways, buildings, structures, patios, parking lots, or other hard surfaced areas, except in cases where health and safety are at risk;



- D. The use of potable water for street cleaning or construction site preparation purposes, unless no other method can be used or as needed to protect the health and safety of the public;
- E. The use of potable water for decorative fountains or the filling or topping-off of decorative lakes or ponds, with exceptions for those decorative fountains, lakes, or ponds that use pumps to recirculate water and only require refilling to replace evaporative losses;
- F. The application of water to irrigate turf and ornamental landscapes during and within 48 hours after measurable rainfall of at least one fourth of one inch of rain.
- G. The use of potable water for irrigation of ornamental turf on public street medians.

WHEREAS, on March 1, 2022, in response to these actions, pursuant to authority granted under Water Code section 350 and Menlo Park Municipal Code section 7.35.020, the City Council of the City of Menlo Park adopted Resolution No. 6716 declaring a drought state of emergency, implementing Stage 1 measures of the City's adopted 2020 Water Shortage Contingency Plan, adopting and providing for local enforcement of the State Water Board's emergency regulations set forth in 23 California Code of Regulations section 995, and imposing the drought stage 1 surcharge effective for water bills issued July 2022, and setting forth penalties; and

WHEREAS, on March 28, 2022, the Governor adopted Executive Order N-7-22, requiring among other things that the State Water Board consider imposing emergency regulations that would require each urban water supplier implement, at a minimum, the Stage 2 shortage provisions of their adopted water shortage contingency plans and prohibiting irrigating non-functional turf, and the State Water Board has drafted, published, and will consider adopting [has adopted] such requirements on May 24, 2022, which requires action by the City Council by no later than June 10, 2022 [if adopted]; and

WHEREAS, the City Council finds that the conditions of drought and water shortage leading to the declaration of water shortage emergency by the City Council on March 1, 2022 continue to persist, and that in the interest of protecting public health and safety and ensuring the adequacy of the public water supply that the City Council must require the implementation of Stage 2 conservation measures in the adopted Water Shortage Contingency Plan, as well as additional conservation measures specified herein; and

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

1. The above recitals are true and accurate.
2. Pursuant to Menlo Park Municipal Code section 7.35.020, and for the reasons set forth in this recitals, the staff report, and the testimony of staff, the City Council declares that a water shortage emergency now exists throughout the area served by Menlo Park Municipal Water.
3. Pursuant to Menlo Park Municipal Code chapter 7.35, the City Council hereby adopts this resolution as its water conservation plan, determines that it is necessary to declare and implement drought stage 2 of the 2020 Water Shortage Contingency Plan and to implement the following drought surcharges, effective with July 2022 water use, which will appear on water bills issued in August 2022:

Fiscal year 2022-23                      \$1.40 per CCF

4. Pursuant to Menlo Park Municipal Code section 7.35.020 and the adopted Water Shortage Contingency Plan, the following additional conservation measures are hereby imposed and required of all MPMW users:
  - a. Hotels and motels shall provide guests an option whether to launder towels and linens daily.
  - b. Restaurants and other food service operations shall serve water to customers only upon request.
  - c. Broken or defective plumbing and irrigation systems must be repaired or replaced within a reasonable period, not exceeding seven days.
  - d. Recreational water features shall be covered when not in use.
  - e. Newly constructed homes and buildings must irrigate with drip or microspray only.
  - f. Irrigating ornamental landscapes or turf with portable water is limited to no more than two days per week on the following schedule, except for hand watering:
    - i. Odd street addresses shall irrigate only on Tuesday and Saturday.
    - ii. Even street addresses and properties without a street address may irrigate only on Wednesday and Sunday.
    - iii. Irrigation shall be prohibited during the hours of 8:00 a.m. to 6:00 p.m.
    - iv. Exceptions to these restrictions may be granted upon review and approval of a drought response plan by the Public Works Director provided that such plan results in an equivalent or greater reduction in water use.
  - g. Hand watering shall be conducted with a hose fitted with an automatic shut-off nozzle or via some other device that ceases dispensing water immediately when not in use.
5. The City Council adopts the State Water Board's emergency regulations as set forth in Title 23 California Code of Regulations, Section 995, as set forth in Exhibit A and incorporated herein by reference, as part of the City's adopted water conservation plan, and violations shall be subject to enforcement and penalties as provided herein.
6. In accordance with Title 23 California Code of Regulations, section 996(e), the use of potable water for the irrigation of non-functional turf at commercial, industrial and institutional sites, except to the extent necessary to ensure the health of trees and other perennial non-turf plantings or to the extent necessary to address an immediate health and safety need. For purposes of this prohibition, "non-functional turf" means turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events, and does not include sports fields.
7. Violations of the regulations set forth above or otherwise adopted in this resolution shall be subject to the following penalties:

<b>Violation</b>	<b>Enforcement Action</b>
1st	Warning and education
2nd	\$50 fine
3rd	\$200 fine, and review by the Public Works Director (or his or her designee) to determine if a flow restricting device should be installed, in the Director's discretion as may be necessary to deter water waste.
4th	\$500 fine, and review by the Public Works Director (or his or her designee) to determine if water service should be discontinued, in the Director's discretion as may be necessary to deter water waste.

Violators shall also be subject to the following charges for installation or removal of flow restricting devices and disconnection or reconnection of service.

<b>Meter Size</b>	<b>Charges</b>	
5/8" to 2"	\$155.00	Installation of flow restricting device
	\$155.00	Removal of flow restricting device
3" or larger	Actual cost	Installation of flow restricting device
	Actual cost	Removal of flow restricting device
All sizes	\$108.00	Disconnecting water service
	\$108.00	Reconnecting water service

8. This resolution shall become effective June 10, 2022, and shall remain in effect until the supply of water available for distribution within such area has been replenished or augmented, at which time the City Council will declare an end to the water shortage emergency by resolution.
9. Resolution No. 6716 shall be rescinded as of June 10, 2022.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

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

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

Exhibits:

- A. State Water Board's emergency regulations as set forth in Title 23 California Code of Regulations, Section 995

**STATE WATER RESOURCES CONTROL BOARD  
RESOLUTION NO. 2022-0002**

**TO ADOPT AN EMERGENCY REGULATION  
TO SUPPLEMENT VOLUNTARY WATER CONSERVATION**

WHEREAS:

1. On April 21, May 10, and July 8, 2021, Governor Newsom issued proclamations that a state of emergency exists in a total of 50 counties due to severe drought conditions and directed state agencies to take immediate action to preserve critical water supplies and mitigate the effects of drought and ensure the protection of health, safety, and the environment.
2. On October 19, 2021, Governor Newsom signed a proclamation extending the drought emergency statewide and further urging Californians to reduce their water use.
3. There is no guarantee that winter precipitation will alleviate the current drought conditions.
4. Many Californians have taken bold steps over the years to reduce water use; nevertheless, the severity of the current drought and uncertainty about Water Year 2022 require additional conservation actions from residents and businesses.
5. Water conservation is the easiest, most efficient, and most cost-effective way to quickly reduce water demand and extend supplies into the next year, providing flexibility for all California communities. Water saved is water available next year, giving water suppliers the flexibility to manage their systems efficiently. The more water that is conserved now, the less likely it is that a community will experience such dire circumstances or that water rationing will be required.
6. Most Californians use more water outdoors than indoors. In many areas, 50 percent or more of daily water use is for lawns and outdoor landscaping. Outdoor water use is generally discretionary, and many irrigated landscapes would not suffer greatly from receiving a decreased amount of water.

7. Public information and awareness are critical to achieving conservation goals, and the Save Our Water campaign (SaveOurWater.com), run jointly by the Department of Water Resources (DWR) and the Association of California Water Agencies, is an excellent resource for conservation information and messaging that is integral to effective drought response.
8. SaveWater.CA.Gov is an online tool designed to help save water in communities. This website lets anyone easily report water waste from their phone, tablet, or computer by simply selecting the type of water waste they see, typing in the address where the waste is occurring, and clicking send. These reports are filed directly with the State Water Resources Control Board (State Water Board or Board) and relevant local water supplier.
9. Enforcement against water waste is a key tool in conservation programs. When conservation becomes a social norm in a community, the need for enforcement is reduced or eliminated.
10. On October 19, 2021, the Governor suspended the environmental review required by the California Environmental Quality Act to allow State Water Board-adopted drought conservation emergency regulations and other actions to take place quickly to respond to emergency conditions.
11. Water Code section 1058.5 grants the State Water Board the authority to adopt emergency regulations in certain drought years in order to: “prevent the waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion, of water, to promote water recycling or water conservation, to require curtailment of diversions when water is not available under the diverter’s priority of right, or in furtherance of any of the foregoing, to require reporting of diversion or use or the preparation of monitoring reports.”
12. On November 30, 2021, the State Water Board issued public notice that the State Water Board would consider the adoption of the regulation at the Board’s regularly scheduled January 4, 2022 public meeting, in accordance with applicable State laws and regulations. The State Water Board also distributed for public review and comment a Finding of Emergency that complies with State laws and regulations.
13. The emergency regulation sets a minimum standard that many communities are already doing more but not everyone is taking these low-cost, easy to implement actions that can save significant amounts of water during a drought emergency.

14. Disadvantaged communities may require assistance in increasing water conservation, and state and local agencies should look for opportunities to provide assistance in promoting water conservation, including but not limited to translation of regulation text and dissemination of water conservation announcements into languages spoken by at least 10 percent of the people who reside in a water supplier's service area, such as in newspaper advertisements, bill inserts, website homepage, social media, and notices in public libraries.
15. The Board directs staff to consider the following in pursuing any enforcement of section 995, subdivision (b)(1)(A)-(F): before imposing monetary penalties, staff shall provide one or more warnings; monetary penalties must be based on an ability to pay determination, consider allowing a payment plan of at least 12 months, and shall not result in a tax lien; and Board enforcement shall not result in shutoff.
16. The Board encourages entities other than Board staff that consider any enforcement of this regulation to apply these same factors identified in resolved paragraph 15. Nothing in the regulation or in the enforcement provisions of the regulation precludes a local agency from exercising its authority to adopt more stringent conservation measures. Moreover, the Water Code does not impose a mandatory penalty for violations of the regulation adopted by this resolution, and local agencies retain their enforcement discretion in enforcing the regulation, to the extent authorized, and may develop their own progressive enforcement practices to encourage conservation.

THEREFORE BE IT RESOLVED THAT:

1. The State Water Board adopts California Code of Regulations, title 23, section 995, as appended to this resolution as an emergency regulation.
2. State Water Board staff will submit the regulation to the Office of Administrative Law (OAL) for final approval.
3. If, during the approval process, State Water Board staff, the State Water Board, or OAL determines that minor corrections to the language of the regulation or supporting documentation are needed for clarity or consistency, the State Water Board Executive Director or designee may make such changes.

4. This regulation shall remain in effect for one year after filing with the Secretary of State unless the State Water Board determines that it is no longer necessary due to changed conditions or unless the State Water Board renews the regulation due to continued drought conditions, as described in Water Code section 1058.5.
5. The State Water Board directs State Water Board staff to work with the Department of Water Resources and the Save Our Water campaign to disseminate information regarding the emergency regulations.
6. Nothing in the regulation or in the enforcement provisions of the regulation precludes a local agency from exercising its authority to adopt more stringent conservation measures. Local agencies are encouraged to develop their own progressive enforcement practices to promote conservation.

### CERTIFICATION


The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on January 4, 2022.

AYE: Vice Chair Dorene D'Adamo  
Board Member Sean Maguire  
Board Member Laurel Firestone  
Board Member Nichole Morgan

NAY: None

ABSENT: Chair E. Joaquin Esquivel

ABSTAIN: None

  
\_\_\_\_\_  
Jeanine Townsend  
Clerk to the Board

## ADOPTED TEXT OF EMERGENCY REGULATION

### **Title 23. Waters**

#### **Division 3. State Water Resources Control Board and Regional Water Quality Control Boards**

#### **Chapter 3.5. Urban Water Use Efficiency and Conservation**

#### **Article 2. Prevention of Drought Wasteful Water Uses**

#### § 995. Wasteful and Unreasonable Water Uses.

(a) As used in this section:

(1) "Turf" has the same meaning as in section 491.

(2) "Incidental runoff" means unintended amounts (volume) of runoff, such as unintended, minimal overspray from sprinklers that escapes the area of intended use. Water leaving an intended use area is not considered incidental if it is part of the facility or system design, if it is due to excessive application, if it is due to intentional overflow or application, or if it is due to negligence.

(b)(1) To prevent the unreasonable use of water and to promote water conservation, the use of water is prohibited as identified in this subdivision for the following actions:

(A) The application of potable water to outdoor landscapes in a manner that causes more than incidental runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;

(B) The use of a hose that dispenses water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;

(C) The use of potable water for washing sidewalks, driveways, buildings, structures, patios, parking lots, or other hard surfaced areas, except in cases where health and safety are at risk;

(D) The use of potable water for street cleaning or construction site preparation purposes, unless no other method can be used or as needed to protect the health and safety of the public;

(E) The use of potable water for decorative fountains or the filling or topping-off of decorative lakes or ponds, with exceptions for those decorative fountains, lakes, or ponds that use pumps to recirculate water and only require refilling to replace evaporative losses;

(F) The application of water to irrigate turf and ornamental landscapes during and within 48 hours after measurable rainfall of at least one fourth of one inch of rain. In determining whether measurable rainfall of at least fourth of one inch of rain occurred in a given area, enforcement may be based on records of the National Weather Service, the closest CIMIS station to the parcel, or any other reliable source of rainfall data available to the entity undertaking enforcement of this subdivision; and

(G) The use of potable water for irrigation of ornamental turf on public street medians.



(2) Notwithstanding subdivision (b)(1), the use of water is not prohibited by this section to the extent necessary to address an immediate health and safety need. This may include, but is not limited to, the use of potable water in a fountain or water feature when required to be potable because human contact is expected to occur.

(c)(1) To prevent the unreasonable use of water and to promote water conservation, any homeowners' association or community service organization or similar entity is prohibited from:

- (A) Taking or threatening to take any action to enforce any provision of the governing documents or architectural or landscaping guidelines or policies of a common interest development where that provision is void or unenforceable under section 4735, subdivisions (a) and (b) of the Civil Code;
- (B) Imposing or threatening to impose a fine, assessment, or other monetary penalty against any owner of a separate interest for reducing or eliminating the watering of vegetation or lawns during a declared drought emergency, as described in section 4735, subdivision (c) of the Civil Code; or
- (C) Requiring an owner of a separate interest upon which water-efficient landscaping measures have been installed in response to a declared drought emergency, as described in section 4735, subdivisions (c) and (d) of the Civil Code, to reverse or remove the water-efficient landscaping measures upon the conclusion of the state of emergency.

(2) As used in this subdivision:

- (A) "Architectural or landscaping guidelines or policies" includes any formal or informal rules other than the governing documents of a common interest development.
- (B) "Homeowners' association" means an "association" as defined in section 4080 of the Civil Code.
- (C) "Common interest development" has the same meaning as in section 4100 of the Civil Code.
- (D) "Community service organization or similar entity" has the same meaning as in section 4110 of the Civil Code.
- (E) "Governing documents" has the same meaning as in section 4150 of the Civil Code.
- (F) "Separate interest" has the same meaning as in section 4185 of the Civil Code.

(3) If a disciplinary proceeding or other proceeding to enforce a rule in violation of subdivision (c)(1) is initiated, each day the proceeding remains pending shall constitute a separate violation of this regulation.

(d) To prevent the unreasonable use of water and to promote water conservation, any city, county, or city and county is prohibited from imposing a fine under any local maintenance ordinance or other relevant ordinance as prohibited by section 8627.7 of the Government Code.

(e) The taking of any action prohibited in subdivision (b), (c) or (d) is an infraction punishable by a fine of up to five hundred dollars (\$500) for each day in which the violation occurs. The fine for the infraction is in addition to, and does not supersede or limit, any other remedies, civil or criminal.

(f) A decision or order issued under this section by the Board or an officer or employee of the Board is subject to reconsideration under article 2 (commencing with section 1122) of chapter 4 of part 1 of division 2 of the Water Code.

Authority: Section 1058.5, Water Code.

References: Article X, Section 2, California Constitution; Sections 4080, 4100, 4110, 4150, 4185, and 4735, Civil Code; Section 8627.7, Government Code; Sections 102, 104, 105, 275, 350, 491, and 1122, Water Code; *Light v. State Water Resources Control Board* (2014) 226 Cal.App.4th 1463; *Stanford Vina Ranch Irrigation Co. v. State of California* (2020) 50 Cal.App.5th 976.

Shortage Level	Percent Shortage Range	WSCP Shortage Response Actions	WSCP Table 6-1 Demand Reduction Actions (DWR Table 8-2)	WSCP Table 6-2 Supply Augmentation and Other Actions (DWR Table 8-3)
No-Drought	N/A	<ul style="list-style-type: none"> <li>Includes water waste prohibitions effective at all times.</li> </ul>	<ol style="list-style-type: none"> <li>Hoses must be equipped with a shut-off valve for washing vehicles, sidewalks, walkways, or buildings.</li> <li>Ornamental fountains shall use only re-circulated or recycled water.</li> <li>Potable water shall not be applied in any manner to any driveway, sidewalk, or other hard surface except when necessary to address immediate health or safety concerns.</li> <li>Potable water shall not be used to water outdoor landscapes in a manner that causes more than incidental runoff onto non-irrigated areas, walkways, roadways, parking lots, or other hard surfaces.</li> <li>Potable water cannot be applied to outdoor landscapes during and up to 48 hours after measurable rainfall.</li> <li>Potable water shall not be used to irrigate ornamental turf on public street medians.</li> <li>Hotels and motels shall provide guests an option whether to launder towels and linens daily. Hotels and motels shall prominently display notice of this option in each bathroom using clear and easily understood language.</li> <li>Restaurants and other food service operations shall serve water to customers only upon request during a period for which the Governor has issued a proclamation of a state of emergency.</li> <li>Broken or defective plumbing and irrigation systems must be repaired or replaced within a reasonable period.</li> <li>Recreational water features shall be</li> </ol>	None

Drought Stages & Actions (Tables from the adopted 2020 Water Shortage Contingency Plan, WSCP)

Shortage Level	Percent Shortage Range	WSCP Shortage Response Actions	WSCP Table 6-1 Demand Reduction Actions (DWR Table 8-2)	WSCP Table 6-2 Supply Augmentation and Other Actions (DWR Table 8-3)
			covered when not in use. 11. Single-pass cooling systems on new construction shall not be allowed. 12. Other measures as may be approved by the State Water Resources Control Board or City Council Resolution.	
1	Up to 10%	<ul style="list-style-type: none"> <li>Declaration by the City Council upon the determination that the SFPUC or another governing authority (e.g., the SWRCB) has required a voluntary or mandatory reduction in water use of up to 10% due to water supply shortages or an emergency.</li> <li>Includes implementation of mandatory restrictions on end uses (see WSCP Table 6-1) as well as agency actions (see WSCP Table 6-2).</li> </ul>	1. Continue with “no drought” restrictions and prohibitions except where superseded by more stringent requirements. 2. Newly constructed homes and buildings must irrigate with drip or microspray only. 3. Other measures as may be approved by City Council Resolution.	1. Initiate public outreach to inform customers that there is a water shortage emergency. 2. Implement Stage 1 drought surcharge.
2	Up to 20%	<ul style="list-style-type: none"> <li>Declaration by the City Council upon the determination that the SFPUC or another governing authority (e.g., the SWRCB) has required a voluntary or mandatory reduction in water use from 10% to 20% due to water supply shortages or emergency.</li> <li>Includes implementation of mandatory restrictions on end uses (see WSCP Table 6-1) as well as agency actions (see WSCP Table 6-2).</li> </ul>	1. Continue with Stage 1 restrictions and prohibitions except where superseded by more stringent requirements. 2. Irrigating outdoor ornamental landscapes or turf with potable water is limited to no more than two (2) days per week on a schedule established by the Director and posted on the City’s website, except for hand watering. Water customers may be granted an exception upon review and approval of a Drought Response Plan by the Public Works Director pursuant to such policies and procedures as may be established by the Public Works Director provided that such plan results in an equivalent or greater reduction in water	1. Continue with actions and measures from Stage 1. 2. Increase public outreach for added restrictions and prohibitions, and to provide information regarding fines or penalties for non-compliance. 3. Coordinate with BAWSCA, SFPUC, and other Menlo Park water agencies (California Water Service, O’Connor Cooperative Water Tract, East Palo Alto, Palo Alto Park Mutual Water Company). 4. Evaluate if participation in BAWSCA’s subscription water conservation programs can be increased. 5. Train City staff and billing contractor customer service representatives how to

Drought Stages & Actions (Tables from the adopted 2020 Water Shortage Contingency Plan, WSCP)

Shortage Level	Percent Shortage Range	WSCP Shortage Response Actions	WSCP Table 6-1 Demand Reduction Actions (DWR Table 8-2)	WSCP Table 6-2 Supply Augmentation and Other Actions (DWR Table 8-3)
			<p>use.</p> <ol style="list-style-type: none"> <li>3. Hand watering must be with a continuously monitored hose fitted with an automatic shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use or monitored.</li> <li>4. Other measures as may be approved by City Council Resolution.</li> </ol>	<ol style="list-style-type: none"> <li>respond to customer calls, reports and complaints.</li> <li>6. Evaluate options to capture water during routine flushing of water mains.</li> <li>7. Implement Stage 2 drought surcharge.</li> </ol>
3	Up to 30%	<ul style="list-style-type: none"> <li>• Declaration by the City Council upon the determination that the SFPUC or another governing authority (e.g., the SWRCB) has required a voluntary or mandatory reduction in water use from 20% to 30% due to water supply shortages or emergency.</li> <li>• Includes implementation of mandatory restrictions on end uses (see WSCP Table 6-1) as well as agency actions (see WSCP Table 6-2).</li> </ul>	<ol style="list-style-type: none"> <li>1. Continue with Stage 2 restrictions and prohibitions except where superseded by more stringent requirements.</li> <li>2. Permits for construction of new pools shall include a requirement that MPMW water shall not be used to fill new pools.</li> <li>3. Vehicles may only be washed at vehicle washing facilities using recycled or recirculating water.</li> <li>4. Other measures as may be approved by City Council Resolution.</li> </ol>	<ol style="list-style-type: none"> <li>1. Continue with actions and measures from Stage 2.</li> <li>2. Increase public outreach for added restrictions and prohibitions, and to provide information how to report water waste to the City.</li> <li>3. Increase public outreach to the top 10% water users in each customer category.</li> <li>4. Coordinate with Police code enforcement to investigate water waste reports.</li> <li>5. Request cooperation from Menlo Park Fire District to reduce fire training water use.</li> <li>6. Implement Stage 3 drought surcharge.</li> </ol>
4	Up to 40%	<ul style="list-style-type: none"> <li>• Declaration by the City Council upon the determination that the SFPUC or another governing authority (e.g., the SWRCB) has required a voluntary or mandatory reduction in water use from 30% to 40% due to water supply shortages or emergency.</li> <li>• Includes implementation of mandatory restrictions on end uses (see WSCP Table 6-1) as well</li> </ul>	<ol style="list-style-type: none"> <li>1. Continue with Stage 3 restrictions and prohibitions except where superseded by more stringent requirements.</li> <li>2. Irrigating outdoor ornamental landscapes or turf with potable water is limited to no more than one (1) day per week on a schedule established by the Director and posted on the City’s website, except for hand watering. Water customers may be granted an exception upon review and approval of a Drought Response Plan by the Public Works Director pursuant to</li> </ol>	<ol style="list-style-type: none"> <li>1. Continue with actions and measures from Stage 3.</li> <li>2. Increase public outreach for added restrictions and prohibitions.</li> <li>3. Increase public outreach to the top 20% water users in each customer category.</li> <li>4. Evaluate staff resources. May include hiring temporary staff or training additional City staff to assist with customer service and enforcement.</li> </ol>

Drought Stages & Actions (Tables from the adopted 2020 Water Shortage Contingency Plan, WSCP)

Shortage Level	Percent Shortage Range	WSCP Shortage Response Actions	WSCP Table 6-1 Demand Reduction Actions (DWR Table 8-2)	WSCP Table 6-2 Supply Augmentation and Other Actions (DWR Table 8-3)
		<p>as agency actions (see WSCP Table 6-2).</p>	<p>such policies and procedures as may be established by the Public Works Director provided that such plan results in an equivalent or greater reduction in water use.</p> <ol style="list-style-type: none"> <li>3. Potable water shall not be used for construction or dust control.</li> <li>4. Potable water shall not be used for commercial vehicles that provide street washing, sweeping, or cleaning.</li> <li>5. Other measures as may be approved by City Council Resolution.</li> </ol>	<ol style="list-style-type: none"> <li>5. Reevaluate routine flushing of water mains except when necessary to address immediate health or safety concerns.</li> <li>6. Consider increasing fines for multiple violations.</li> <li>7. Implement Stage 4 drought surcharge.</li> </ol>
5	Up to 50%	<ul style="list-style-type: none"> <li>• Declaration by the City Council upon the determination that the SFPUC or another governing authority (e.g., the SWRCB) has required a voluntary or mandatory reduction in water use from 40% to 50% due to water supply shortages or emergency.</li> <li>• Includes implementation of mandatory restrictions on end uses and water use budgets for customers (see WSCP Table 6-1), as well as agency actions and groundwater supply augmentation (see WSCP Table 6-2).</li> </ul>	<ol style="list-style-type: none"> <li>1. Continue with Stage 4 restrictions and prohibitions except where superseded by more stringent requirements.</li> <li>2. Water use shall not exceed water budgets established for each customer.</li> <li>3. Hand watering outdoor ornamental landscapes is only allowed between designated hours, as determined by the Public Works Director.</li> <li>4. Turf irrigation is prohibited at all times, including artificial turf.</li> <li>5. Existing irrigation systems shall not be expanded.</li> <li>6. Other measures as may be approved by City Council Resolution.</li> </ol>	<ol style="list-style-type: none"> <li>1. Continue with actions and measures from Stage 4.</li> <li>2. Increase public outreach for added restrictions and prohibitions.</li> <li>3. Increase public outreach to the top 30% water users in each customer category.</li> <li>4. Implement water waste patrols and increase enforcement.</li> <li>5. Halt installations of new potable water meters (temporary or permanent) or meter upgrades except if a valid, unexpired building permit has been issued for the project; or the project is necessary to protect the public's health, safety, and welfare.</li> <li>6. Halt issuing statements of immediate ability to serve or provide potable water service.</li> <li>7. Consider increasing fines for multiple violations.</li> <li>8. Develop water budgets for all accounts.</li> <li>9. Use emergency groundwater well(s).</li> <li>10. Implement Stage 5 drought surcharge.</li> </ol>

Drought Stages & Actions (Tables from the adopted 2020 Water Shortage Contingency Plan, WSCP)

Shortage Level	Percent Shortage Range	WSCP Shortage Response Actions	WSCP Table 6-1 Demand Reduction Actions (DWR Table 8-2)	WSCP Table 6-2 Supply Augmentation and Other Actions (DWR Table 8-3)
6	>50%	<ul style="list-style-type: none"> <li>• Declaration by the City Council upon the determination that the SFPUC or another governing authority (e.g., the SWRCB) has required a voluntary or mandatory reduction in water use greater than 50% due to water supply shortages or emergency.</li> <li>• Includes implementation of mandatory restrictions on end uses and water use budgets for customers (see WSCP Table 6-1), as well as agency actions and groundwater supply augmentation (see WSCP Table 6-2).</li> </ul>	<ol style="list-style-type: none"> <li>1. Continue with Stage 5 restrictions and prohibitions except where superseded by more stringent requirements.</li> <li>2. Hand watering outdoor ornamental landscapes is prohibited at all times.</li> <li>3. Other measures as may be approved by City Council Resolution.</li> </ol>	<ol style="list-style-type: none"> <li>1. Continue with actions and measures from Stage 5.</li> <li>2. Increase public outreach for added restrictions and prohibitions.</li> <li>3. Increase public outreach to the top 40% water users in each customer category.</li> <li>4. Halt installations of new potable water meters (temporary or permanent) even if a valid, unexpired building permit has been issued for the project.</li> <li>5. Consider increasing fines for multiple violations.</li> <li>6. Increase water budget reduction requirements.</li> <li>7. Implement other short-term emergency actions from the Emergency Response Plan.</li> <li>8. Implement Stage 6 drought surcharge.</li> </ol>

**RESOLUTION NO. 6716****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
DECLARING EXISTENCE OF A WATER SHORTAGE EMERGENCY,  
ADOPTING WATER SHORTAGE CONSERVATION PLAN STAGE 1  
MEASURES PURSUANT TO WATER CODE SECTION 350 ET SEQ., AND  
ADOPTING A WATER CONSERVATION PLAN TO ENFORCE STATE WATER  
RESOURCES CONTROL BOARD EMERGENCY DROUGHT REGULATIONS  
PURSUANT TO MENLO PARK MUNICIPAL CODE CHAPTER 7.35**

WHEREAS, on May 2, 2017, in response to the then existing drought emergency, the City Council adopted Resolution No. 6383 to implement a Water Conservation Plan for Menlo Park Municipal Water (“MPMW”) consistent with the end of the drought emergency. The Plan references the 2015 Urban Water Management Plan, which includes the 2015 Water Shortage Contingency Plan, and the State Water Resources Control Board’s (“State Water Board”) 2017 emergency drought regulations, all of which have been superseded or no longer in effect, making it appropriate to rescind Resolution No. 6383; and

WHEREAS, on May 11, 2021, pursuant to its rate setting authority and in accordance with all applicable requirements under Proposition 218, the City Council adopted Resolution No. 6625 to approve MPMW’s five-year schedule of water rates, which included analysis and approval of drought surcharges in the proposed 2020 Water Shortage Contingency Plan; and

WHEREAS, on May 25, 2021, the City Council adopted its 2020 Urban Water Management Plan and the 2020 Water Shortage Contingency Plan, as required by the California Water Code, and which includes six drought stages; and

WHEREAS, the 2020 Water Shortage Contingency Plan provides that the City of Menlo Park shall follow the process set forth in Water Code section 350 to adopt and implement regulations and restrictions related to the conservation measures set forth in the Water Shortage Contingency Plan, including implementation of its drought stages; and

WHEREAS, California Water Code sections 350 et seq. authorizes the governing body of any public water supply distributor to declare that water shortage emergency conditions prevail within the area served by such distributor whenever it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply of the distributor to the extent that there would be insufficient water for human consumption, sanitation, and fire protection; and

WHEREAS, pursuant to Water Code sections 351 and 352, a public hearing on regarding declaration was duly noticed and held on March 1, 2022; and

WHEREAS, pursuant to Water Code section 353, the City Council has authority to adopt such regulations and restrictions on the delivery of water and the consumption within the service area of MPMW that in the sound discretion of the City Council shall conserve the water supply for the greatest public benefit with regard to domestic use, sanitation, and fire protection; and



WHEREAS, pursuant to Water Code section 356, adopted regulations and restrictions may include the right to deny applications for new or additional service connections, and may also include provision for their enforcement by discontinuing service to consumers willfully violating the regulations and restrictions; and

WHEREAS, on April 21, May 10, and July 8, 2021, Governor Newsom issued proclamations that a state of emergency exists in a total of 50 counties due to severe drought conditions and directed state agencies to take immediate action to preserve critical water supplies and mitigate the effects of drought and ensure the protection of health, safety, and the environment; and

WHEREAS, on October 19, 2021, Governor Newsom's emergency drought proclamation expanded the drought emergency statewide and encouraged the State Water Board to supplement voluntary conservation measures by prohibiting certain wasteful water uses; and

WHEREAS, on November 23, 2021, the San Francisco Public Utilities Commission ("SFPUC") declared a water shortage emergency and adopted a voluntary system-wide water use reduction of 10 percent from fiscal year 2019-20 use; and

WHEREAS, in response to the declared drought emergency, the State Water Board adopted emergency regulations, set forth in 23 California Code of Regulations section 995, effective January 18, 2022 for a one-year period, that prohibits wasteful water use practices statewide and enables any agency that has authority to enforce infractions to enforce these prohibitions at their discretion; and

WHEREAS, the State Water Board's regulations prohibit among other things the following, except to the extent use is necessary to address an immediate health and safety need:

- A. The application of potable water to outdoor landscapes in a manner that causes more than incidental runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;
- B. The use of a hose that dispenses water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;
- C. The use of potable water for washing sidewalks, driveways, buildings, structures, patios, parking lots, or other hard surfaced areas, except in cases where health and safety are at risk;
- D. The use of potable water for street cleaning or construction site preparation purposes, unless no other method can be used or as needed to protect the health and safety of the public;
- E. The use of potable water for decorative fountains or the filling or topping-off of decorative lakes or ponds, with exceptions for those decorative fountains, lakes, or ponds that use pumps to recirculate water and only require refilling to replace evaporative losses;
- F. The application of water to irrigate turf and ornamental landscapes during and within 48 hours after measurable rainfall of at least one fourth of one inch of rain.
- G. The use of potable water for irrigation of ornamental turf on public street medians.

WHEREAS, Menlo Park Municipal Code section 7.35.020 provides that upon adoption of emergency regulations by the State Water Board, the City shall adopt a water conservation plan to implement those water conservation measures; and

WHEREAS, to comply with Water code section 365 through 367, drought stage 1 of the 2020 Water Shortage Contingency Plan must be implemented, including the related state 1 drought surcharge; and

WHEREAS, the MPMW's 2020 Water Shortage Contingency Plan allows other measures to be approved by Resolution of the City Council for drought stage 1 in order to achieve up to 10 percent overall water use reduction.

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

1. The above recitals are true and accurate.
2. Pursuant to Water Code section 350, and for the reasons set forth in this recital, the staff report, and the testimony of staff, the City Council declares that a water shortage emergency now exists throughout the area served by Menlo Park Municipal Water.
3. Pursuant to Water Code section 353, the City Council determines that it is necessary to declare drought stage 1 of the 2020 WSCP and to implement the following drought surcharges, effective for water bills issued in July 2022:

Fiscal year 2022-23	\$0.63 per CCF
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4. Pursuant to Water Code section 353, the following additional measures are hereby approved and required of all MPMW users:
  - a. Hotels and motels shall provide guests an option whether to launder towels and linens daily.
  - b. Restaurants and other food service operations shall serve water to customers only upon request.
  - c. Broken or defective plumbing and irrigation systems must be repaired or replaced within a reasonable period, not exceeding seven days.
  - d. Recreational water features shall be covered when not in use.
  - e. Newly constructed homes and buildings must irrigate with drip or microspray only.
5. Pursuant to Menlo Park Municipal Code chapter 7.35, the City Council hereby adopts this resolution as its water conservation plan the State Water Board's emergency regulations as set forth in Title 23 California Code of Regulations, section 995, incorporated herein by reference.
6. Violations of the regulations set forth or otherwise adopted in this resolution shall be subject to the following penalties:

<b>Violation</b>	<b>Enforcement Action</b>
1st	Warning and education
2nd	\$50 fine
3rd	\$200 fine, and review by the Public Works Director (or his or her designee) to determine if a flow restricting device should be installed, in the Director's discretion as may be necessary to deter water waste.
4th and subsequent	\$500 fine, and review by the Public Works Director (or his or her designee) to determine if water service should be discontinued, in the Director's discretion as may be necessary to deter water waste.

Violators shall also be subject to the following charges for installation or removal of flow restricting devices and disconnection or reconnection of service.

<b>Meter Size</b>	<b>Charges</b>	
5/8" to 2"	\$155.00	Installation of flow restricting device
	\$155.00	Removal of flow restricting device
3" or larger	Actual cost	Installation of flow restricting device
	Actual cost	Removal of flow restricting device
All sizes	\$108.00	Disconnecting water service
	\$108.00	Reconnecting water service

7. Resolution No. 6383 is hereby rescinded.
8. This resolution shall remain in effect until the supply of water available for distribution within such area has been replenished or augmented, at which time the City Council will declare an end to the water shortage emergency by resolution.

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


AYES: Combs, Mueller, Nash, Taylor, Wolosin

NOES: None

ABSENT: None

ABSTAIN: None

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

DocuSigned by:  
  
39280A20D0BE491...  
\_\_\_\_\_  
Judi A. Herren, City Clerk

**Current Drought Stage 1 Regulations**  
**Proposed drought stage 2 regulations (red text)**

## Prohibitions:

1. Applying water to outdoor landscapes that cause more than incidental runoff (e.g., excessive application, negligence, intentional overflow).
2. Washing vehicles without an automatic shut-off nozzle.
3. Washing impervious areas unless it addresses an immediate health and safety need.
4. Using potable water for street cleaning or construction site preparation purposes unless no other method is available (e.g., mixing concrete) or as needed to protect the health and safety of the public.
5. Using/filling/topping off decorative fountains, lakes, or ponds with potable water unless pumps recirculate water.
6. Irrigating turf and ornamental landscapes within 48 hours of measurable rainfall (1/4" of rainfall) - does not apply to trees.
7. Irrigating turf on public medians.
8. Using potable water to irrigate non-functional turf at commercial, industrial and institutional sites, except to the extent necessary to ensure the health of trees and other perennial non-turf plantings or to the extent necessary to address an immediate health and safety need. For purposes of this prohibition, "non-functional turf" means turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events, and does not include sports fields, and "commercial, industrial, and institutional" includes homeowners' associations, common interest developments, community service organizations, and other similar entities but does not include the residences of these entities' members or separate interests.

## Additional measures:

9. Hotels and motels shall provide guests an option whether to launder towels and linens daily.
10. Restaurants and other food service operations shall serve water to customers only upon request.
11. Broken or defective plumbing and irrigation systems must be repaired or replaced within a reasonable period, not exceeding seven days.
12. Recreational water features shall be covered when not in use.
13. Newly constructed homes and buildings must irrigate with drip or microspray only.
14. Irrigating outdoor ornamental landscapes or turf with potable water is limited to no more than two (2) days per week on the following schedule, except for hand watering.
  - Odd number street addresses shall irrigate only on Tuesday and Saturday
  - Even street addresses and properties without a street address shall irrigation only on Wednesday and Sunday
  - Irrigation shall be prohibited during the hours of 8:00 a.m. to 6:00 p.m.
  - Exceptions to these restrictions may be granted upon review and approval of a drought response plan by the Public Works Director provided that such plan results in an equivalent or greater reduction in water use.
15. Hand watering shall be conducted with a hose fitted with an automatic shut-off nozzle or via some other device that ceases dispensing water immediately when not in use.

## Drought surcharges for FY2022-23:

Stage 1	\$0.63 per CCF (will not be implemented if City Council adopts drought stage 2)
Stage 2	\$1.40 per CCF

## PROPOSED EMERGENCY REGULATION TEXT

*Version: May 13, 2022*

### **Title 23. Waters**

#### **Division 3. State Water Resources Control Board and Regional Water Quality Control Boards**

#### **Chapter 3.5. Urban Water Use Efficiency and Conservation**

#### **Article 2. Prevention of Drought Wasteful Water Uses**

##### § 996. Urban Drought Response Actions

(a) As used in this section:

(1) “Commercial, industrial and institutional” refers to commercial water users, industrial water users, and institutional water users as respectively defined in Water Code, section 10608.12, subdivisions (e), (i), and (j), and includes homeowners’ associations, common interest developments, community service organizations, and other similar entities but does not include the residences of these entities’ members or separate interests.

(2) “Common interest development” has the same meaning as in section 4100 of the Civil Code.

(3) “Community service organization or similar entity” has the same meaning as in section 4110 of the Civil Code.

(4) “Homeowners’ association” means an “association” as defined in section 4080 of the Civil Code.

(5) “Non-functional turf” means turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events. Non-functional turf does not include sports fields and turf that is regularly used for human recreational purposes or for civic or community events.

(6) “Separate interest” has the same meaning as in section 4185 of the Civil Code.

(7) “Turf” has the same meaning as in section 491.

(8) “Urban water supplier” has the same meaning as Water Code section 10617.

(9) “Water shortage contingency plan” means the plan required by Water Code section 10632.

- (b) Each urban water supplier shall submit to the Department of Water Resources a preliminary annual water supply and demand assessment consistent with section 10632.1 of the Water Code no later than June 1, 2022, and submit a final annual water supply and demand assessment to the Department of Water Resources no later than the deadline set by section 10632.1 of the Water Code.
- (c) (1) Each urban water supplier that has submitted a water shortage contingency plan to the Department of Water Resources shall implement by June 10, 2022, at a minimum, the demand reduction actions identified in the supplier's water shortage contingency plan adopted under Water Code 10632 for a shortage level of ten to twenty percent (Level 2).
- (2) Notwithstanding subdivision (1), urban water suppliers shall not be required to implement new residential connection moratoria pursuant to this section.
- (d) Each urban water supplier that has not submitted a water shortage contingency plan to the Department of Water Resources shall, by June 10, 2022, and continuing until the supplier has implemented the demand reduction actions identified in the supplier's water shortage contingency plan adopted under Water Code 10632 for a shortage level of ten to twenty percent (Level 2), implement at a minimum the following actions:
- (1) Initiate a public information and outreach campaign for water conservation and promptly and effectively reach the supplier's customers, using efforts such as email, paper mail, bill inserts, customer app notifications, news articles, websites, community events, radio and television, billboards, and social media.
- (2) Implement and enforce a rule or ordinance limiting landscape irrigation to no more than two days per week and prohibiting landscape irrigation between the hours of 10:00 a.m. and 6:00 p.m.
- (3) Implement and enforce a rule or ordinance banning, at a minimum, the water uses prohibited by section 995. Adoption of a rule or ordinance is not required if the supplier has authority to enforce, as infractions, the prohibitions in section 995 and takes enforcement against violations.
- (e) (1) To prevent the unreasonable use of water and to promote water conservation, the use of potable water is prohibited for the irrigation of non-functional turf at commercial, industrial, and institutional sites.
- (2) Notwithstanding subdivision (e)(1), the use of water is not prohibited by this section to the extent necessary to ensure the health of trees and other perennial non-turf plantings or to the extent necessary to address an immediate health and safety need.

- (f) The taking of any action prohibited in subdivision (e) is an infraction punishable by a fine of up to five hundred dollars (\$500) for each day in which the violation occurs. The fine for the infraction is in addition to, and does not supersede or limit, any other remedies, civil or criminal.
- (g) A decision or order issued under this section by the Board, or an officer or employee of the Board, is subject to reconsideration under article 2 (commencing with section 1122) of chapter 4 of part 1 of division 2 of the Water Code.

Authority: Section 1058.5, Water Code.

References: Article X, Section 2, California Constitution; Sections 4080, 4100, 4110, and 4185, Civil Code; Section 8627.7, Government Code; Sections 102, 104, 105, 275, 350, 491, 1122, 10608.12, 10617, 10632, and 10632.1, Water Code; *Light v. State Water Resources Control Board* (2014) 226 Cal.App.4th 1463; *Stanford Vina Ranch Irrigation Co. v. State of California* (2020) 50 Cal.App.5th 976.



**STAFF REPORT**

**City Council**

**Meeting Date:** 5/24/2022

**Staff Report Number:** 22-107-CC

**Regular Business:** Direction on drafting an ordinance preserving park land

**Recommendation**

Provide direction to the city attorney and staff on drafting an ordinance preserving park land.

**Policy Issues**

The preparation of an ordinance is at the discretion of City Council.

**Background**

On September 21, 2021, the City Council considered an agenda item to provide direction on drafting an ordinance and ballot measure for City Council consideration on preserving park land. The City Council discussed the item, but did not provide any direction.

On October 23, 2021, the City Council also considered the topic of park preservation and requested a future agenda item to consider the identification of parks in the municipal code as a way of clarifying the dedication of park land, which in turn would provide greater protections for preservation of existing open space.

**Analysis**

State law provides various procedures and regulations regarding the disposition and abandonment of public parks, which in part, depend upon the manner in which the park was conveyed, dedicated and/or acquired. Land which has been dedicated as a public park must be used in conformity with the terms of the dedication. The City's 15 parks are on land primarily owned by the City of Menlo Park. The City acquired some of these 15 parks through dedications in subdivision maps. However, the acquisition history of some of the parks is not known.

Attached A provides a summary of the 15 city parks.

If the City Council were interested in pursuing such an ordinance, then a majority of the City Council would need to provide direction. Staff and the city attorney would then analyze the proposed ordinance and recommend a draft ordinance. If the ordinance is straightforward, then staff and the city attorney would return with a draft ordinance in the coming months. If the initial analysis indicates any potential drawbacks or trade-offs for consideration, then staff and the city attorney would return to the City Council for further direction. An ordinance requires a two-step process:

1. introduction at City Council meeting, typically as a regular business item, and
2. adoption at a regularly scheduled City Council meeting, typically consent.



The ordinance would then take effect 30 days after adoption.

### **Impact on City Resources**

If City Council directs preparation of an ordinance, it will require time from the city attorney's office and staff.

### **Environmental Review**

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment

### **Public Notice**

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

### **Attachments**

A. Parks list

Report prepared by:  
Justin Murphy, Interim City Manager

Park Name	Site Address/Location	Primary Assessor Parcel Number	Other Parcel/Ownership Notes	Zoning District
Alma Street Park	Alma Street near E. Creek Drive	not applicable	Right of way	Not applicable
Bedwell Bayfront Park	1600 Marsh Road	055400490		Flood Plain
Burgess Park	701 Laurel St.	062390600		Public Facilities
Fremont Park	Santa Cruz Avenue at University Drive	071272590		Open Space and Conservation
Hamilton Park	531 Hamilton Ave.	055480480		Open Space and Conservation
Joseph B. Kelly Park	110 Terminal Ave.	055280040		Public Facilities
Karl E. Clark Park	Hamilton Ave at Market Place	055325230	Multiple APNs and Alley	Open Space and Conservation
Marsh and Bay Park	Marsh Road and Bay Road	061011010	Multiple APNs and SFPUC	Open Space and Conservation
Nealon Park	800 Middle Ave.	071312230		Open Space and Conservation
Officer Jack W. Lyle Park	500 Arbor Road	071291320		Public Facilities
Seminary Oaks Park	Seminary Drive at Santa Monica Avenue	062460050		Single Family Suburban Residential
Sharon Hills Park	Valparaiso Avenue at Altschul Avenue	not assigned		Residential Estate Suburban Residential - Combining
Sharon Park	Sharon Park Drive at Monte Rosa Drive	074262190		Open Space and Conservation
Stanford Hills Park	Branner Drive at Sand Hill Road	074324010	Multiple APNs and SFPUC	Open Space and Conservation
Willow Oaks Park	490 Willow Road	062320320	Multiple APNs	Open Space and Conservation



## STAFF REPORT

### City Council

Meeting Date:

5/24/2022

Staff Report Number:

22-105-CC

Informational Item:

City Council agenda topics: May 31, 2022 – June 2022

### Recommendation

The purpose of this informational item is to provide the City Council and members of the public access to the anticipated agenda items that will be presented to the City Council. The mayor and city manager set the City Council agenda so there is no action required of the City Council as a result of this informational item.

### Policy Issues

In accordance with the City Council procedures manual, the mayor and city manager set the agenda for City Council meetings.

### Analysis

In an effort to provide greater access to the City Council's future agenda items, staff has compiled a listing of anticipated agenda items, Attachment A, through June 28, 2022. The topics are arranged by department to help identify the work group most impacted by the agenda item.

Specific dates are not provided in the attachment due to a number of factors that influence the City Council agenda preparation process. In their agenda management, the mayor and city manager strive to compile an agenda that is most responsive to the City Council's adopted priorities and work plan while also balancing the business needs of the organization. Certain agenda items, such as appeals or State mandated reporting, must be scheduled by a certain date to ensure compliance. In addition, the meeting agendas are managed to allow the greatest opportunity for public input while also allowing the meeting to conclude around 11 p.m. Every effort is made to avoid scheduling two matters that may be contentious to allow the City Council sufficient time to fully discuss the matter before the City Council.

### Public Notice

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

### Attachments

A. City Council agenda topics: May 31, 2022 – June 2022

Report prepared by:

Judi A. Herren, City Clerk

**Tentative City Council Agenda**

#	Title	Department	Item type	City Council action
1	Budget adoption	ASD	Regular	Adopt resolution
2	Budget public hearing	ASD	Public Hearing	Direction to staff
3	Master Fee Schedule	ASD	Public Hearing	Approve
4	Approve funding for 335 Pierce Rd	CDD	Regular	Approve
5	Review of Draft Housing Element	CDD	Regular	Direction to staff
6	Adopt a resolution calling and consolidating election	CMO	Consent	Adopt resolution
7	Adopt Community Amenity Implementing Regulations and Updated Amenities List	CMO	Regular	Adopt resolution
8	Adopt Resolution to continue conducting the City's Council and advisory body meetings remotely due to health and safety concerns for the public	CMO	Consent	Adopt resolution
9	Approve BlocPower Resolution	CMO	Consent	Approve
10	Consider matching Peninsula Clean Energy's electric vehicle charging incentive for existing multi-unit properties in Menlo Park to support Climate Action Plan strategy goal no. 3 – increase access to electric vehicle charging	CMO	Regular	Approve
11	Proclamation: Juneteenth	CMO	Proclamation	No action
12	Proclamation: Pride Month	CMO	Proclamation	No action
13	Special events ordinance-first read	CMO	Regular	Decide
14	Special events ordinance-second read/adopt	CMO	Consent	Adopt ordinance
15	Update November 8 City Council November meeting schedule	CMO	Consent	Approve
16	Renew Chefables contract (child care food services)	LCS	Consent	Adopt resolution
17	Adopt Reso overruling protests, ordering the improvements, confirming the diagram, and ordering the levy and collection of assessments for Land Assessment District FY22-23	PW	Public Hearing	Adopt resolution
18	Automated water meter reading project agreement	PW	Consent	Approve
19	Contract Amendment for Aptim through the end of the year	PW	Consent	Approve



**STAFF REPORT**

**City Council**  
**Meeting Date:** 5/24/2022  
**Staff Report Number:** 22-095-CC

**Informational Item:** General Obligation Bonds – cost of issuance

**Recommendation**

This is an informational item and does not require City Council action.

**Policy Issues**

City Council Resolution No. 6723 authorized issuance of the 2022 general obligation bonds. As required by Section 3.05 of the resolution, “Presentation of Actual Cost Information at City Council Meeting...,” and Government Code Section 53509.5, the cost of issuance is being provided.

**Background**

The approved costs of issuance custody agreement included the terms and conditions of payments.

**Analysis**

The bond sale closed May 11, 2022. Attachment A lists the total cost of issuance, \$150,000, under “Uses: Delivery Date Expenses.” Cost of issuance includes all expenses related to the authorization, issuance, sale and delivery of the Bonds: preparation of documents, printing, filing and recording fees, paying agent, bond counsel, financial advisor, rating agency fees, bond safekeeping, and any other cost in connection with issuance of the bonds.

**Impact on City Resources**

The costs as described earlier were paid from bond proceeds.

**Environmental Review**

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

**Public Notice**

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

**Attachments**

A. City of Menlo Park, 2022 General Obligation Bonds – Sources and Uses of Funds

Report prepared by:

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

**SOURCES AND USES OF FUNDS**

CITY OF MENLO PARK  
 2022 General Obligation Bonds  
 \*Final Pricing Numbers\*

Dated Date                    05/11/2022  
 Delivery Date                05/11/2022

Sources:

Bond Proceeds:	
Par Amount	14,315,000.00
Premium	1,619,031.95
	15,934,031.95

Uses:

Project Fund Deposits:	
Project Fund	14,315,000.00
Other Fund Deposits:	
Tax-Exempt Debt Service Fund	484,679.72
Taxable Debt Service Fund	914,004.00
	1,398,683.72
Delivery Date Expenses:	
Cost of Issuance	150,000.00
Underwriter's Discount	70,348.23
	220,348.23
	15,934,031.95



**STAFF REPORT**

**City Council**

**Meeting Date:**

**5/24/2022**

**Staff Report Number:**

**22-101-CC**

**Informational Item:**

**Menlo Park Community Campus operational planning updates: Subcommittee report; updated operational plan milestones; draft program survey**

**Recommendation**

Staff recommends that the City Council review this informational report containing updates related to the Menlo Park Community Campus (MPCC) operational planning, including: a report from the MPCC Subcommittee; updated operational plan milestones and timelines; and a preliminary draft community survey related to programs in the new center. This is an informational item and does not require City Council action.

**Policy Issues**

City Council sets policy and goals and provides direction to staff regarding municipal projects and services to the Menlo Park community. City Council has established the MPCC project as one of the City's top priorities.

**Background**

On December 16, 2019, Facebook (now Meta) submitted its proposal for exploring the funding and development of a new multigenerational center to incorporate the former Onetta Harris Community Center, Menlo Park Senior Center, Belle Haven Youth Center (child care), Belle Haven Pool and branch library.

On January 12, 2021, the City Council approved the architectural control, use permit, funding and improvements agreement for the MPCC project located at 100-110 Terminal Avenue. The City Council requested further review of several design elements of the proposed pool area. Those items were discussed January 26, 2021, and February 1, 2021. The City Council approved the pool design elements February 1, 2021.

Construction of the MPCC project began in June 2021. The project's concrete foundation was completed in March 2022 and the steel framing was completed in April 2022. The new center construction is projected to be completed in mid-2023.

City Council created the MPCC subcommittee to work with City staff and the community on the MPCC project. The MPCC Subcommittee is currently comprised of Mayor Nash and City Councilmember Taylor. The MPCC subcommittee convened a working group of Menlo Park residents to support and advise the subcommittee's work.

On April 12, 2022, the City Council reviewed an informational report containing preliminary operational planning milestones and existing City Council policy statements that can help provide guidance for the prioritization and delivery of services in the new center (Attachment D.)



## **Analysis**

### MPCC Subcommittee report

The MPCC Subcommittee has prepared a report of their recent activities, including a summary of recent community working group meetings, ideas and suggestions. Feedback from the working group includes a strong focus on the programming, operations, furniture and equipment layout, and budget of the MPCC. The working group's feedback also includes policy considerations for City Council in regard to local hiring and procurement, recognitions and awards, cost recovery and fees (Attachment A.)

### Updated MPCC operational plan milestones and timelines

Staff worked with the MPCC subcommittee to identify key steps and milestones necessary for a successful opening and start of operations in the new center. The resulting MPCC operation plan milestones were initially transmitted to City Council April 12, 2022. Staff incorporated feedback and suggestions from the MPCC subcommittee and working group to further refine the operational plan to include additional details and create a visualization of the anticipated timelines for completing each component of the plan (Attachment B.)

### Draft program survey

On February 8, 2022, City Council directed staff to conduct an analysis of the city's aquatics program needs including a community-wide survey. The MPCC Subcommittee expressed interest in leveraging the opportunity of a community-wide survey to also gain insight into community members' needs and interests in regard to programming in the new center. Working with the MPCC Subcommittee, staff prepared a draft survey to gain insight in all these areas. Staff is tentatively planning to issue the survey during the month of June, in English and Spanish, to Menlo Park residents through multiple formats including electronic, paper and in-person. The Parks and Recreation Commission is tentatively scheduled to review the draft survey at its regular meeting May 25 (Attachment C.)

### Other operational planning

Staff has begun internal coordination to develop a parking management plan to address various considerations related to the parking areas. Preliminary elements of the planning process tentatively include: review relevant past parking studies and data; conduct public outreach to gather community input; develop a draft plan for review by the Complete Streets Commission; then present a final draft plan to City Council review and approval targeted in autumn 2022. Parking considerations could include time limited parking to ensure parking is used by visitors, designating certain parking spaces during certain times of day, and potential restricting overnight parking. Other considerations could include: bicycle parking, pedestrian routes, and other factors that pertain to the management of the parking area.

### Next steps

The City Council is receiving the MPCC subcommittee report, updated operational plan milestones, and draft community survey May 24. A follow-up City Council discussion about the MPCC project, including the community survey results, operational plan milestones update, and updates related to the MPCC project budget, is tentatively targeted for July 26.

The Library Commission and the Parks and Recreation Commission will convene a special joint meeting June 22 to review the MPCC Subcommittee report and working group's recommendations, updated operational plan milestones, and preliminary community survey results.

## Impact on City Resources

There is no new impact on City resources because of this informational item. Staff estimates the value of Meta's contribution toward the MPCC project completion at approximately \$40 million. The City's share of the project construction includes commitments at both a base level and project enhancements totaling approximately \$15.75 million from various funding sources authorized by the City Council project approvals January 12, 2021, and February 1, 2021. The ongoing cost impacts of operating the new center will be established over the next year as part of the MPCC operational planning process. As part of the new center opening, it is anticipated that existing services that are currently housed in interim locations will be relocated to the new center; some services that were suspended or reduced during the MPCC construction and/or due to pandemic impacts could be restored to pre-construction/pre-pandemic levels; and some service level enhancements could be necessary or desired in order to operate the center in the manner and capacity envisioned by the City Council and the community. The intent is to engage the community over the next year through the MPCC operational planning process to identify what is desired in regard to the center's programs and operations, which can then inform projected operating costs for the City Council to make budgeting decisions during fiscal year 2022-23.

## Environmental Review

On January 12, 2021, the City Council found the MPCC project categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15302 Replacement of Existing Facilities. The project has substantially the same purpose and capacity as the existing facilities, and this exemption allows for reasonable increases in square footage to accommodate replacement facilities. On January 21, 2021, staff filed a notice of exemption with the San Mateo County clerk.

## Public Notice

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

## Attachments

- A. MPCC Subcommittee report to City Council
- B. MPCC operation plan milestones and timelines
- C. Draft program survey
- D. Hyperlink – City Council informational report, April 12, 2022. MPCC draft operation plan milestones: [menlopark.org/files/sharedassets/public/agendas-and-minutes/city-council/2022-meetings/agendas/20220412-city-council-amended-agenda-packet.pdf#page=531](https://menlopark.org/files/sharedassets/public/agendas-and-minutes/city-council/2022-meetings/agendas/20220412-city-council-amended-agenda-packet.pdf#page=531)

Report prepared by:  
Sean Reinhart, Library and Community Services Director

**MPCC Subcommittee Report – 5/24/2022**

District 1 Councilmember Cecilia Taylor and Mayor Betsy Nash (who replaced Councilmember Catherine Carlton 12/15/2020) serve on the Menlo Park Community Campus (MPCC) council subcommittee. In March 2022 we established a working group to gather community feedback on the MPCC. There are currently 14 working members representing interests such as Bayfront neighborhoods, stakeholder constituencies, diverse user ages and abilities, and city commissions:

David Erhart, Israel Harris, Jacqui Cebrian, Jennifer Johnson, Mayrin Bunyagidj, Michele Tate, Pam Jones, Rachel Bickerstaff, Rose Bickerstaff, Sheryl Bims, Shontelle W., Susan Erhart, Tim R., Tracie V.

We continue to add community members representing additional perspectives with a target of 15 members. Four working group meetings have been held to date:

**3/25 agenda**

- Introductions
- Overview
  - purpose of working group
  - 2022-0321 MPCC Draft Operation Plan Milestones (below)
- How to Structure the Working Group
- Open Discussion/Questions

**4/8 agenda**

- Discuss classes or activities (programming) for:
  - Athletic facility
    - Fitness center
    - Gymnasium
    - Movement studio
  - Library spaces
  - Teen space
  - Maker space

**4/29 agenda**

- Answers to questions from our last meeting
  - What work has staff already done?
  - Can we get copies of past Menlo Park Activity Guides (listing of recreation classes)
  - Update on Senior Center schedule

## MPCC Subcommittee Report – 5/24/2022

- Information from MPCC Council Subcommittee meeting with staff
  - Project budget
  - Donation/fundraising update
  - Community walk thru tours, time capsule
  - Public art
  - Community survey
  - Working group feedback, updates

### 5/11 agenda

- Library and Community Services Director Sean Reinhart and Interim Assistant Community Services Director Rondell Howard in attendance
  - Present MPCC operation plan milestones/timeline
  - Listen and answer questions

### **Here are some general principles that we heard from MPCC working group members:**

- New, different, and fresh approach
- Desire to have a local hiring and procurement preference prioritizing the Bayfront, Citywide, and any displaced residents and businesses
- Review the MPCC programming and operations budget
- Start with a review of current and prior community center activities in Menlo Park as well as surrounding communities – what worked and what didn't
  - prior activity guides
  - insights from staff in other cities and organizations
  - opportunity to include future users of the facility to participate in planning decisions including activities and comfort of proposed furnishings (is furniture in kids' section comfortable for kids; likewise for seniors)
  - outreach to include previous city staff, Juanita Croft for senior activities, AVID at MAHS, Beechwood students
- Outreach should include
  - people lacking technology access or skills
  - Spanish speakers
- Expand recognition and awards to people in community who created the vision and dialogue
- Consider holding time capsule and art installations to focus on programming and operations

## MPCC Subcommittee Report – 5/24/2022

**Here are some specific programming ideas that we heard from MPCC working group members:**

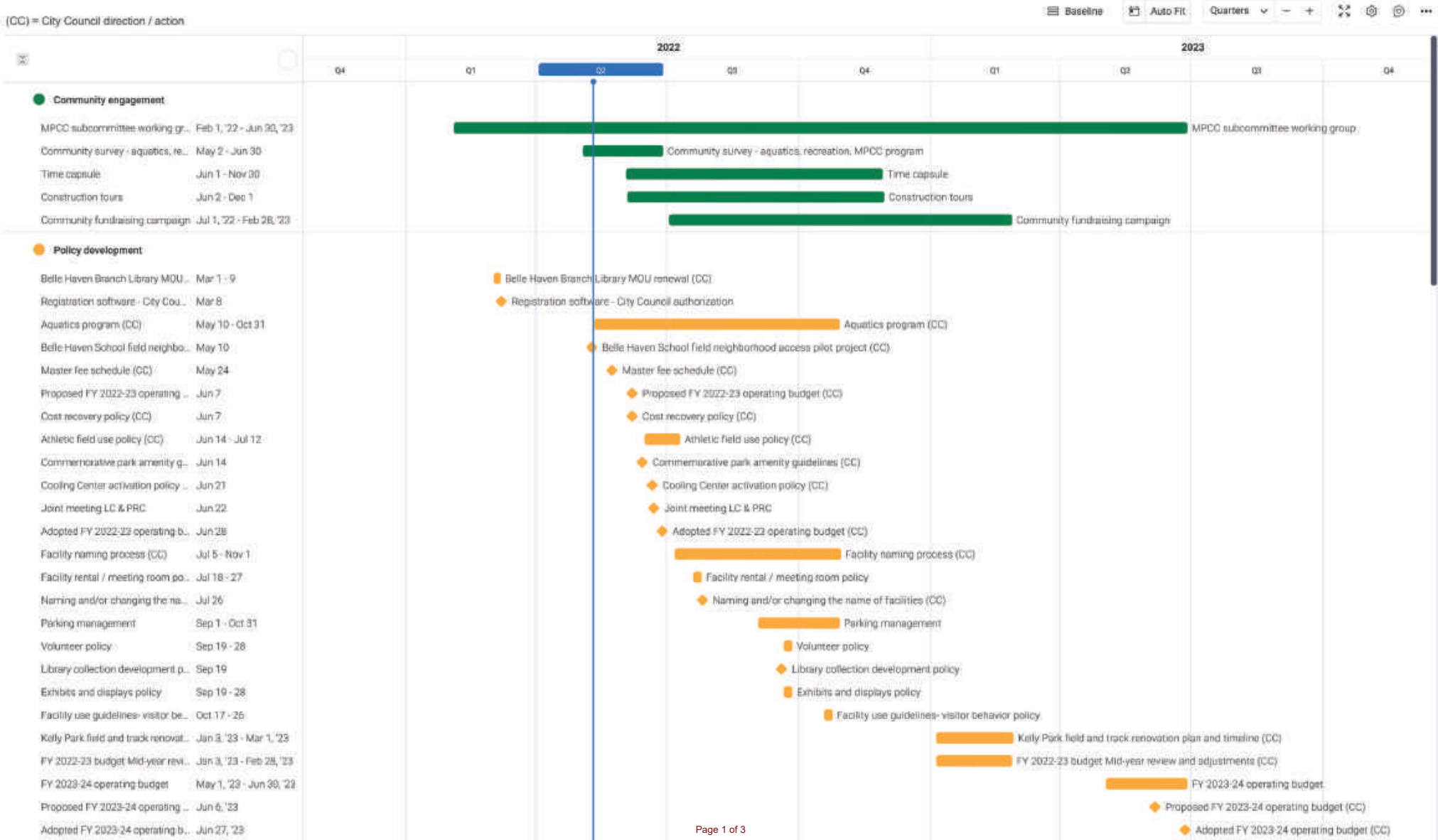
- Library
  - story time
  - tutoring time
  - librarian help hours (learning library skills and systems, etc.)
  - host adult/child or adult/teen book clubs
- Athletic facility
  - strength training for women
  - strength/balance training for seniors
  - gymnastics classes for kids with special needs
  - Fitness Center – safe, state of the art equipment in large enough space
    - teen fitness offering inclusive of teens with disabilities
  - Movement Studio – intentionally designed
    - functional exercise with cardio
- Pools
  - adaptive swimming for people with disabilities
  - senior pool exercise class
  - lots of free swim time in the more heated pool with ramp
- Teen space- if there is a chance to soundproof a room, it would be nice for teens to get together and play instruments or listen to music together
- Maker space - need large tables for workstations, 3D printer
  - Pottery class including kiln
  - Sewing classes including sewing machines
  - Woodshop
- Space for pop-up services (which could be like pilot programs for new offerings)
- Friends of the Library Store
  
- Educational Opportunities
  - Coding, Engineering, Science (ongoing classes)
  - Health and Nutrition Classes for ALL
  - Basic Life Skills - Budgeting, how to manage money, job seeking (resumes, interview skills, dress for success), social awareness
  - College programming
  - Driving school
  - Computer lab

## MPCC Subcommittee Report – 5/24/2022

- Environmental education and impact - storyboards/classes based on MPCC sustainability
- Bike repair station/classes with Live In Peace
- Cooking classes
- Teaching garden
- Adaptive recreation classes including mixed media art, karate, fun fitness, cooking, dance
  
- Services/functioning
  - Front Desk providing city services, assistance, city information,
  - Community Resources/Bulletin Board
  - Medical Training for Staff including CPR
  - Attendant for athletic facilities to keep space clean and provide regular cleaning and sanitation
  - Roles and Rules for Spaces – Library, Makerspace, etc.
    - Supervision of Kids, Standards for safety, noise levels
    - Field Usage Policy
  - Fee structure, scholarships
  - Focus should be on Menlo Park residents and particularly local Bayfront community, not renting out to others for cost recovery

# MPCC operation plan milestones

\*\* WORK-IN-PROGRESS \*\* ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE \*\*



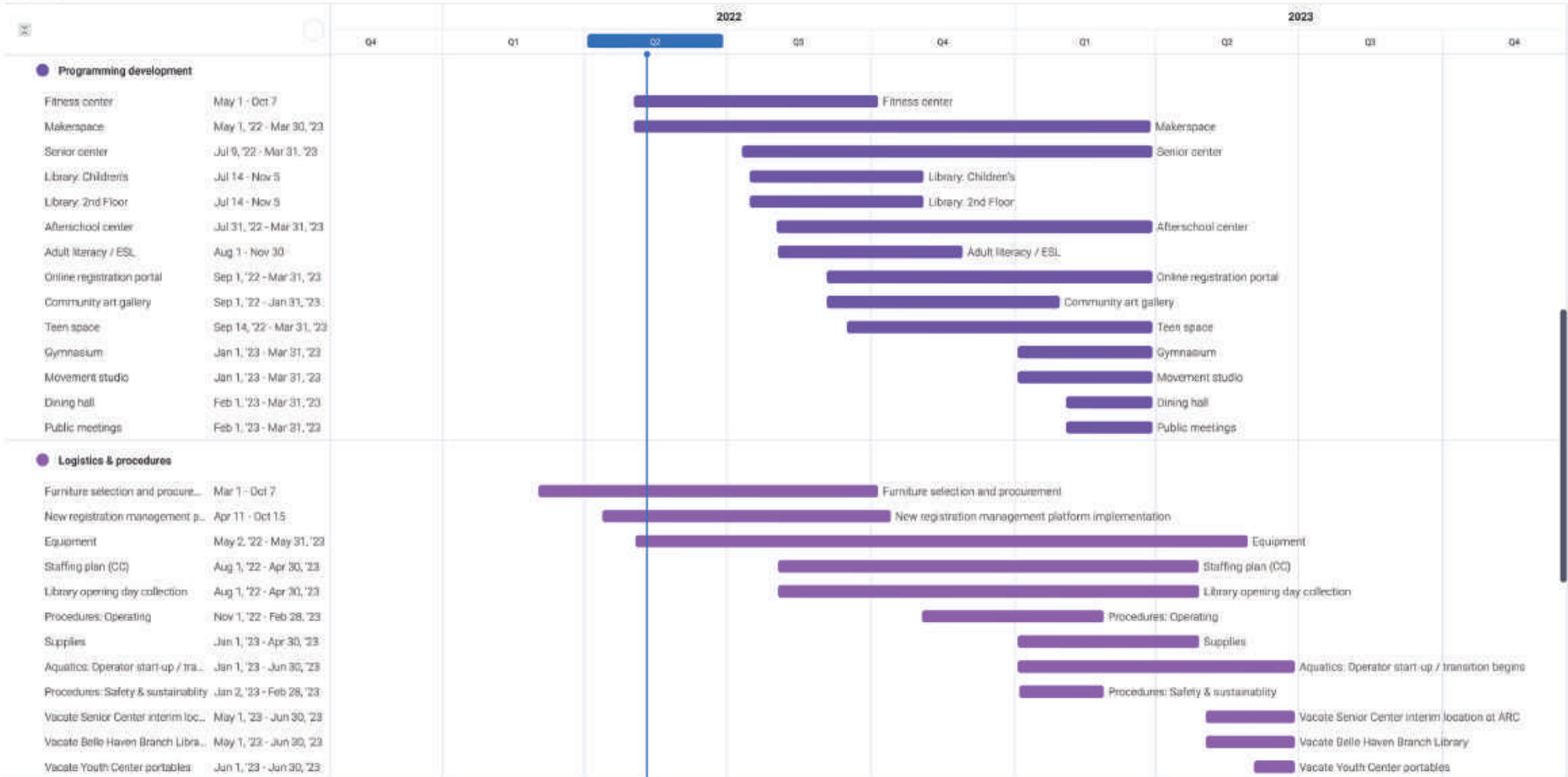
# MPCC operation plan milestones

2022.05.11

\*\* WORK-IN-PROGRESS \*\* ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE \*\*

(CC) = City Council direction / action

Baselines Auto Fit Quarters - +

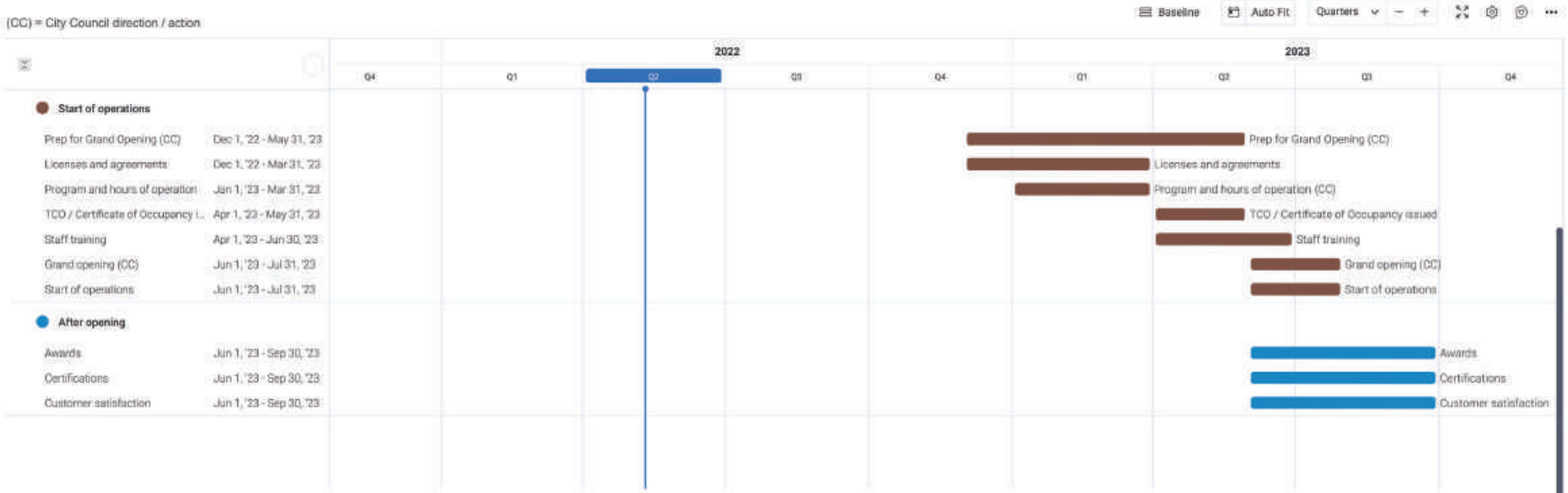




# MPCC operation plan milestones

2022.05.11

\*\* WORK-IN-PROGRESS \*\* ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE \*\*



**\*\* DRAFT \*\* NOT FOR DISTRIBUTION \*\*****Description/ background (not included in survey):**

City Council February 8, 2022 directed staff to conduct an analysis of the city's aquatics program needs including a community-wide survey. The MPCC Subcommittee expressed interest in leveraging the opportunity of a community-wide survey to also gain insight into community members' needs and interests in regard to programming in the new center. Working with the MPCC Subcommittee, staff prepared a draft survey to gain insight in all these areas. Staff is tentatively planning to issue the survey during the month of June, in English and Spanish, to Menlo Park residents through multiple formats including electronic, paper, and in-person. The Parks and Recreation Commission is tentatively scheduled to review the draft survey at its regular meeting on May 25. The City Council is tentatively scheduled to review the results of the survey at its regular meeting on July 26.

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[IN ENGLISH AND SPANISH]  
[ONLINE, ON PAPER, and IN-PERSON]

**MENLO PARK RESIDENT SURVEY – RECREATION AND COMMUNITY PROGRAMS**

**The City of Menlo Park is interested in hearing residents' needs and views about recreation programs and other community services provided by the city. Please tell us your views by taking this survey.**

**What neighborhood of Menlo Park do you live in now? ([See map](#)) (Choose one)**

[Radio buttons]

- Belle Haven
- Suburban Park / Lorelei Manor / Flood Triangle
- South of Seminary / Vintage Oaks
- The Willows
- Felton Gables / Park Forest
- Linfield Oaks
- Downtown Menlo Park
- Allied Arts / Stanford Park
- Central Menlo Park
- Sharon Heights
- Unincorporated Menlo Park
- Other (please describe) [text field]
- I don't live in Menlo Park

**How long have you lived in Menlo Park?**

[Radio buttons]

- Less than a year       1-5 years       6-10 years       10-19 years       20+ years       I don't live in Menlo Park

**What age groups live in your household? (check all that apply)**

[Checkboxes]

- Infants/ toddlers       Children       Teenagers / tweens       Adults       Adults 65+       I don't know / I prefer not to answer

**\*\* DRAFT \*\* NOT FOR DISTRIBUTION \*\***

How often do you typically use or visit these locations operated by the City of Menlo Park?

[Matrix]

	<i>Never</i>	<i>Rarely, once a year or less</i>	<i>A few times a year</i>	<i>Once or twice a month</i>	<i>Once or twice a week</i>	<i>More than once a week</i>
Afterschool programs						
Athletic fields (soccer, baseball, etc.)						
Community and cultural events						
Dog park						
Gymnasium (basketball, volleyball, etc)						
Meeting rooms / facility rentals						
Parks / green spaces						
Picnic areas						
Public libraries						
Recreation center						
Senior center programs						
Skate park						
Swimming pools						
Tennis / pickleball courts						
Walking / hiking trails						

DRAFT

**\*\* DRAFT \*\* NOT FOR DISTRIBUTION \*\***

**How important are the following COMMUNITY PROGRAMS and CLASSES?**

[Matrix]

	<i>not at all important</i>	<i>somewhat important</i>	<i>very important</i>
Arts and crafts: sewing, painting, ceramics, etc.	1	2	3
Bike repair	1	2	3
Cooking and nutrition	1	2	3
Dance / movement	1	2	3
Environmental education	1	2	3
Fitness center – weights, resistance training, cardio, etc.	1	2	3
Gymnastics	1	2	3
Health and wellness / yoga / meditation	1	2	3
Martial arts	1	2	3
Money management, personal budgeting	1	2	3
Music / performing arts	1	2	3
Strength / balance training for seniors	1	2	3
Technology for beginners - learn how to use computers, mobile apps, basic software	1	2	3
Technology – coding, app development, computer aided design, 3-D printing, etc.	1	2	3
Teens - programs to socialize, read and study after school and on weekends	1	2	3
Travel / learn a new language	1	2	3

**For COMMUNITY PROGRAMS and CLASSES, how important are the following things?**

[Matrix]

	<i>not at all important</i>	<i>somewhat important</i>	<i>very important</i>
Programs/ classes are focused on the needs of Menlo Park residents	1	2	3
Programs/ classes are free or have discounted fees for Menlo Park residents	1	2	3
Programs/ classes attract participants from outside Menlo Park who are charged higher fees	1	2	3

**Please tell us your ideas, needs, and suggestions for the city’s COMMUNITY PROGRAMS and CLASSES.**

[free text field]

**\*\* DRAFT \*\* NOT FOR DISTRIBUTION \*\***

**How important are the following AQUATICS programs?**

[Matrix]

	<i>not at all important</i>	<i>somewhat important</i>	<i>very important</i>
Swimming lessons for children	1	2	3
Swimming lessons for adults	1	2	3
Adult lap swimming	1	2	3
Family fun (wading pool, splash pad)	1	2	3
Competitive swimming & sports	1	2	3
Open swim / community swim time	1	2	3
Aqua therapy / physical therapy	1	2	3
Aquacise / exercise classes	1	2	3

**For AQUATICS programs, how important are the following things?**

[Matrix]

	<i>not at all important</i>	<i>somewhat important</i>	<i>very important</i>
Children / families have priority to use swimming pools for play and social time	1	2	3
Competitive swimming / sports have priority to use the pools for training and competitions	1	2	3
Lap swimmers have priority to use the pools	1	2	3
Therapy swimming / older adult swimming has priority to use the pools	1	2	3
Adaptive swimming for people with disabilities have priority to use the pools	1	2	3
Beginners/ children's swimming lessons have priority to use the pools	1	2	3
Swimming pools are open year-round	1	2	3
Swimming pools are open seven days per week	1	2	3
Swimming pools are focused on the needs of Menlo Park residents	1	2	3
Swimming pools have free or discounted fees for Menlo Park residents	1	2	3
Swimming pools attract participants from outside Menlo Park who are charged higher fees	1	2	3

**Please tell us your ideas, needs, and suggestions for the city's AQUATICS programs.**

[free text field]

**\*\* DRAFT \*\* NOT FOR DISTRIBUTION \*\***

**How important are the following ATHLETIC PROGRAMS?**

[Matrix]

	<i>not at all important</i>	<i>somewhat important</i>	<i>very important</i>
Neighborhood / family access to athletic fields for casual use and play	1	2	3
Children access to athletic fields for casual / drop-in play	1	2	3
Basketball – casual / drop-in play	1	2	3
Basketball – organized youth league	1	2	3
Basketball – organized adult league	1	2	3
Volleyball – organized youth league	1	2	3
Volleyball – organized adult league	1	2	3
Soccer – organized youth league	1	2	3
Soccer – organized adult league	1	2	3
Tennis – casual / drop-in play	1	2	3
Tennis – private/individual lessons	1	2	3
Pickleball – casual / drop-in play	1	2	3
Pickleball – organized league / tournament	1	2	3
Gymnastics – youth competitive	1	2	3
Gymnastics – youth casual / fun	1	2	3
Baseball – organized youth league	1	2	3
Softball – organized youth league	1	2	3
Softball – organized adult league	1	2	3
Lacrosse – organized youth league	1	2	3
Football/ rugby – organized youth/adult league	1	2	3

**For ATHLETIC PROGRAMS, how important are the following things?**

[Matrix]

	<i>not at all important</i>	<i>somewhat important</i>	<i>very important</i>
Programs are focused on the needs of Menlo Park residents	1	2	3
Programs are free or have discounted fees for Menlo Park residents	1	2	3
Programs attract participants from outside Menlo Park who are charged higher fees	1	2	3

**Please tell us your ideas, needs, and suggestions for the city’s ATHLETIC PROGRAMS.**

[free text field]

**\*\* DRAFT \*\* NOT FOR DISTRIBUTION \*\***

**For LIBRARY and INFORMATION RESOURCES, how important are the following things?**

[Matrix]

	<i>not at all important</i>	<i>somewhat important</i>	<i>very important</i>
Adult literacy tutoring to help adults learn how to read / improve reading skills	1	2	3
Books in electronic / digital formats (e-books, e-audiobooks)	1	2	3
Books in paper format	1	2	3
Books that are classics that I read in school / as a child	1	2	3
Books that are the newest and most popular bestsellers	1	2	3
Books that are written in languages other than English	1	2	3
Books that offer a wide range of different viewpoints including views I don't agree with	1	2	3
Books that reflect the cultures, needs and interests of local / neighborhood residents	1	2	3
Computers / laptops / tablets that people can checkout and take home	1	2	3
English as Second Language (ESL) resources	1	2	3
Food distribution, food insecurity advice and support	1	2	3
Health care navigation and support	1	2	3
Homelessness / housing referrals and support	1	2	3
Homework help for children and teens after school	1	2	3
Job skills / job readiness / job seeker resources and training	1	2	3
Legal advice and support	1	2	3
Money management / financial advice and support	1	2	3
Quiet places to read and study	1	2	3
Storytimes for young children	1	2	3
Teens have space to socialize, read and study after school and weekends	1	2	3
Wireless internet "Hot spots" for checkout / take home	1	2	3
Wireless internet access (wifi) in the library	1	2	3

**Please tell us your ideas, needs, and suggestions for the city's LIBRARY and INFORMATION RESOURCES.**

[free text field]

**\*\* DRAFT \*\* NOT FOR DISTRIBUTION \*\***

**Please tell us any other ideas, needs, complaints or suggestions you'd like to share with us.**

[free text field]

**What is your age? (Check one)**

[Radio buttons]

- 6-12    13-17    18-24    25-34    35-44    45-64    65-74    75+    I prefer not to answer

**(Optional) Would you like us to send you the results of this survey?**

[Radio buttons w/ text fields]

- YES – send it to me by email [text field]  
 YES – send it to me by text message [number field]  
 NO

*Thank you for your input!*

DRAFT





## STAFF REPORT

### City Council

Meeting Date:

5/24/2022

Staff Report Number:

22-104-CC

Informational Item:

Bayfront area pedestrian circulation plan update

### Recommendation

Staff recommends that the City Council review this informational report containing updates on the Bayfront area pedestrian circulation plan (Attachment A.) This is an informational item and does not require City Council action

### Policy Issues

The Bayfront area pedestrian circulation plan is consistent with policies stated in the 2016 General Plan circulation element (e.g., CIRC-1.7, CIRC-1.8, CIRC-2.1, CIRC-2.11, etc.) These policies seek to maintain a safe, efficient, attractive, user-friendly circulation system that promotes a healthy, safe and active community and quality of life throughout Menlo Park.

### Background

This portion of the Bayfront area is generally bounded by Marsh Road to the north, Bayfront Expressway to the east, Chilco Street to the south, and US 101/Dumbarton rail tracks to the west. The area is generally divided into several historically industrial quadrants by four main roadways (i.e., Constitution Drive, Jefferson Drive, Independence Drive and Chrysler Drive.) Bike lanes are provided on most streets, except for a small section of Chrysler Drive, west of Independence Drive.

On September 8, 2021, the Complete Streets Commission (Commission) considered a developer's request to remove an existing left turn restriction on its driveway located on Constitution Drive (~ 425 feet from Marsh Road.) The left turn restriction removal would provide a more direct access route for their private commuter shuttles. The Commission voted to recommend approval by City Council and requested that staff conduct a comprehensive review of pedestrian circulation in the Bayfront area, in anticipation of ongoing and future developments.

On October 26, 2021, the City Council approved the left turn restriction removal and supported the Commission's suggestion. The City Council requested that staff return within six months to provide a plan for pedestrian circulation improvements in the Bayfront area.

### Analysis

#### Upcoming Bayfront area developments

Since the City's 2016 General Plan – Land Use Element update, which rezoned the Bayfront area to allow for residential developments, the City has received several development proposals in the area including residential developments. Table 1 summarizes these developments.

Table 1: Approved and proposed Bayfront area developments		
Project name/address	Development size	Review status
(Menlo Portal) 104 & 110 Constitution Drive, 115 Independence Drive	335 multi-family units 34,500 s.f. office 1,600 s.f. child care	Under construction
(Menlo Uptown) 180-186 Constitution Drive, 141 Jefferson Drive	483 multi-family units 2,940 s.f. urgent care center	Under construction
111 Independence Drive	105 multi-family units 713 s.f. community serving retail	Approved
(Menlo Flats) 165 Jefferson Drive	158 multi-family units	Approved
123 Independence Drive	432 multi-family units	Pending
162 – 164 Jefferson Drive	249,500 s.f. office	Pending
Note: s.f. = square foot		

Consistent with the General Plan Land Use Element, these developments will also provide publicly accessible outdoor spaces/paseos, in order to create a safe, convenient and welcoming multi-modal environment for new residents and employees.

Attachment A illustrates the existing pedestrian and bicycle networks and future public spaces/paseos in the Bayfront area. In addition to the paseos shown on this map, staff have been exploring potential undercrossing or overcrossing of the Dumbarton railroad corridor and connecting paths or paseos to reach that crossing from the Bayfront area.

Roadway layout

The north-south roadways in the Bayfront area (e.g., Constitution Drive, Independence Drive and Jefferson Drive) have long blocks (1,500 to 2,000 feet long) with no mid-block pedestrian crossings. The addition of paseos as part of current and upcoming development will create a more urban pedestrian circulation pattern. The combination of increased density, long blocks, and new pedestrian circulation patterns will likely induce mid-block crossings when future residents and employees visit local businesses or take part in their leisure activities. Table 2 shows the length of these roadway segments.

Table 2: Bayfront area roadway segments		
Street	Segment	Distance
Independence Drive	Constitution Drive to Chrysler Drive	1,650 ft.
Constitution Drive	Marsh Road to Chrysler Drive	1,400 ft.
	Chrysler Drive to Chilco Street	2,100 ft.
Jefferson Drive	Chrysler Drive to Constitution Drive	2,100 ft.

Transit services

The Bayfront area is currently directly served on weekdays by the City’s M3 Marsh Road Shuttle with seven stops (Attachment B) and has SamTrans Route 270 services nearby, with the nearest stop located on Haven Avenue approximately 0.15 miles from the intersection of Marsh Road and Bayfront Expressway (Attachment C.) Long term, a new undercrossing or overcrossing of the Dumbarton railroad corridor could provide access from the Bayfront area to the Menlo Park Community Campus (MPCC) currently under

construction and Samtrans Route 281 (which connects the MPCC, Belle Haven, and East Palo Alto to downtown Palo Alto and Stanford Mall.)

The area is also served by private shuttles for employees of the entity running the shuttle, except the Menlo Gateway shuttle (funded by Bohannon Companies) which is both privately and publicly accessible (Attachment D.)

SamTrans, through their Reimagine SamTrans effort, has adopted a new limited-stop route connecting East Palo Alto to San Francisco international airport (i.e., Route EPX.) The new route will pass through the Bayfront area via Bayfront Expressway and Chilco Street. Implementation is anticipated to begin in summer 2022.

In anticipation of the new residential developments, staff has begun engaging SamTrans on potential future route changes and will continue to advocate for more frequent bus services within the Bayfront area.

As illustrated in Attachment A, the Bayfront area has bike lanes on most streets. Under existing conditions, shuttles generally use these bike facilities to pick up and drop off passengers.

Pedestrian circulation plan progress

*Proposed crosswalk improvements*

After evaluating the existing transportation infrastructure and proposed development public spaces/ paseos, staff has identified six new mid-block crosswalks and two new intersection crosswalks for the Bayfront area (Attachment A.) Two mid-block crosswalks are already in the planning/design phase as part of current development projects:

- Constitution Drive fronting the Menlo Portal development
- Jefferson Drive near the proposed META wellness center at 193 Jefferson Drive

*Mid-block crosswalk enhancement*

Because long roadway segments are more likely to induce speeding, staff is recommending to enhance the proposed mid-block crosswalks. Available enhancements include: high visibility crosswalk striping, rectangular rapid flashing beacons (RRFB), raised crosswalks (traditional or simplified design.)

Attachment E illustrates the enhancement options and Table 3 summarizes their advantages and disadvantages:

Table 3: Mid-block crosswalk enhancements		
Type	Advantages	Disadvantages
RRFB	<ul style="list-style-type: none"> <li>• Higher vehicle yield rate to pedestrian than basic crosswalk</li> <li>• No impact to emergency vehicles</li> </ul>	<ul style="list-style-type: none"> <li>• No secondary traffic calming effect</li> <li>• Higher construction cost</li> </ul>
Raised crosswalk (Traditional)	<ul style="list-style-type: none"> <li>• Crossing height matches sidewalk for an even level crossing</li> <li>• Less impactful to bicyclists</li> </ul>	<ul style="list-style-type: none"> <li>• Increased maintenance required for stormwater drainage system</li> <li>• Potential impact to emergency vehicles</li> </ul>
Raised crosswalk (Simplified)	<ul style="list-style-type: none"> <li>• No impact to existing stormwater drainage system</li> </ul>	<ul style="list-style-type: none"> <li>• Crossing will slope down near the crosswalk curb ramps for unlevelled crossing</li> <li>• More impactful to bicyclists</li> <li>• Potential impact to emergency vehicles</li> </ul>

Staff is current working to evaluate each design option.

### *Future transit stops*

As mentioned above, the Bayfront area is currently served by the City's M3 shuttle with seven stops, including one fronting TIDE Academy. As staff continues to engage SamTrans for potential future bus services in response to future new developments, some existing stops would likely be shared between City and SamTrans services. A majority of the stops are directly fronting or near these new developments.

### Complete Streets Commission feedback

On February 9, the Commission reviewed and provided the following feedback on the Bayfront area pedestrian circulation plan:

- Supported proposed mid-block crosswalk locations
  - Preferred mid-block crosswalks be raised crosswalks to provide more visible crossing environments while also serving as traffic calming devices. If infeasible, enhance crosswalks with RRFs.
  - Deferred raised crosswalk design options (Attachment E) to City staff by considering existing constraints, adjacent driveways, and existing/future public paseos.
- Supported proposed transit stop locations
  - Preferred pull out design option (Attachment F) to account for interaction with other transportation modes, including private shuttles and ride share/transportation network companies (TNCs.)
- Requested ongoing observation by staff of several locations/issues, including:
  - TIDE Academy entrance
  - Independence Drive at the curve
  - Jefferson Drive at the curve
  - U-turns on Constitution Drive near Independence Drive
- Provided additional feedback including providing crosswalks at all legs of each intersection, planning for future school buses serving Bayfront area residents, avoiding sign clutter where possible, planning for future traffic control at Chrysler Drive and Jefferson Drive, and evaluating street light levels.

### Next steps

Staff has provided direction to design for raised mid-block crosswalks for the two ongoing crosswalk projects mentioned above and will continue to seek opportunities to complete the pedestrian circulation plan.

### **Impact on City Resources**

Project planning efforts are part of the City's baseline service levels. Design and construction of final improvements will be funded through future development projects and/or the City's Transportation Impact Fee.

### **Environmental Review**

Project recommendations are categorically exempt under the California Environmental Quality Act Article 19, § 15301 Existing Facilities - Class 1. Class 1 allows for minor alterations of existing facilities, including highways and streets, sidewalks, gutters, bicycle and pedestrian access, and similar facilities, as long as there is negligible or no expansion of use.

### **Public Notice**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting. Individual outreach to key stakeholders were conducted.

**Attachments**

- A. Existing and proposed Bayfront area pedestrian circulation plan
- B. M3 Marsh Road shuttle service information
- C. Adopted SamTrans bus routes service information
- D. Menlo Gateway shuttle service information
- E. Mid-block crosswalk enhancement options
- F. Shuttle/bus stop layout options

Report prepared by:  
Kevin Chen, Senior Transportation Engineer

Report reviewed by:  
Hugh Louch, Assistant Public Works Director - Transportation

# Bayfront Area Bicycle and Pedestrian Facilities





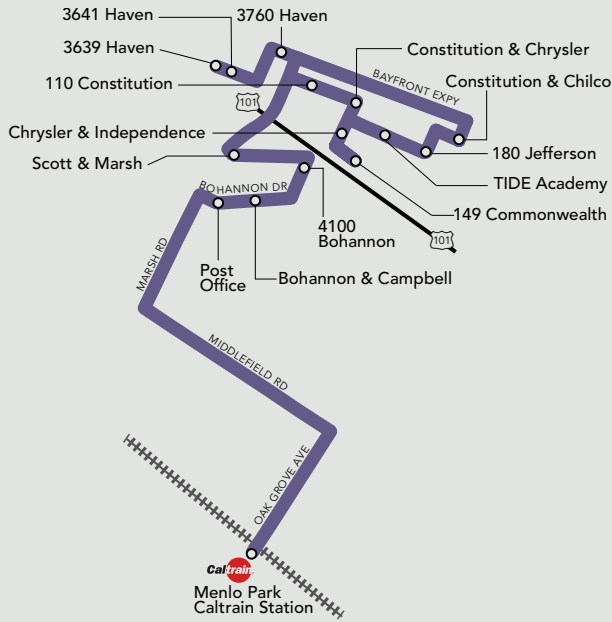


# MARSH ROAD SHUTTLE

## Menlo Park Caltrain to Marsh Road Business Parks

ATTACHMENT B

Effective August 30, 2021



The M3-Marsh Road Shuttle is FREE and open to everyone. Stanford Health Care's Bohannon Line also provides all day service to the Bohannon Drive area.

### FOR MORE INFORMATION

**Menlo Park Shuttles**  
650-330-6770  
menlopark.org/shuttles

**Caltrain**  
800-660-4287  
caltrain.com

**Regional Transit**  
Dial 5-1-1  
511.org

**Stanford Health Care**  
650-736-8000  
stanfordmedicinetransportation.org/shuttles

**Sign up for text alerts:** [smctd.com/shuttles/shuttle\\_text\\_alerts](http://smctd.com/shuttles/shuttle_text_alerts)  
**Live Shuttle Tracker:** [peninsulashuttles.com](http://peninsulashuttles.com)

The M3-Marsh Road Shuttle is funded through generous grants from our partner agencies:



## Morning Schedule

	RUN 1	RUN 2	RUN 3	RUN 4
Menlo Park Caltrain (Depart)	6:41	7:41	8:41	9:43
Post Office	6:49	7:49	8:51	9:51
Bohannon & Campbell	6:50	7:50	8:52	9:52
4100 Bohannon	6:51	7:51	8:53	9:53
Scott & Marsh	6:52	7:52	8:54	9:54
110 Constitution	6:55	7:55	8:59	9:58
Constitution & Chrysler	6:56	7:56	9:00	9:59
Chrysler & Independence	6:57	7:57	9:01	10:00
149 Commonwealth	6:58	7:58	9:02	10:01
TIDE Academy	7:00	8:00	9:04	10:03
180 Jefferson	7:00	8:00	9:04	10:03
Constitution & Chilco	7:02	8:02	9:06	10:05
3641 Haven (Elan Menlo)	7:09	8:09	9:13	10:11
3639 Haven (Anton Menlo)	7:09	8:09	9:13	10:11
3760 Haven (Quicken)	7:11	8:11	9:15	10:13
Menlo Park Caltrain (Arrive)	7:25	8:25	9:27	--

## Afternoon Schedule

	RUN 1	RUN 2	RUN 3
Menlo Park Caltrain (Depart)	--	4:27	5:27
110 Constitution	3:54	4:50	5:50
Constitution & Chrysler	3:55	4:51	5:51
Chrysler & Independence	3:56	4:52	5:52
149 Commonwealth	3:57	4:53	5:53
TIDE Academy	3:59	4:55	5:55
180 Jefferson	3:59	4:55	5:55
Constitution & Chilco	4:01	4:58	5:58
3641 Haven (Elan Menlo)	4:05	5:04	6:04
3639 Haven (Anton Menlo)	4:05	5:04	6:04
3760 Haven (Quicken)	4:07	5:06	6:06
Scott & Marsh	4:12	5:13	6:13
4100 Bohannon	4:14	5:15	6:15
Bohannon & Campbell	4:15	5:16	6:16
Post Office	4:16	5:17	6:17
Menlo Park Caltrain (Arrive)	4:27	5:27	6:27

### Caltrain Arrivals in Menlo Park

From San Francisco	From San Jose	Shuttle Connection
#104: 6:36	#105: 6:34	Run 1 Dep. 6:41
#106: 7:36	#107: 7:34	Run 2 Dep. 7:41
#108: 8:36	#109: 8:34	Run 3 Dep. 8:41
#110: 9:38	#111: 9:33	Run 4 Dep. 9:43

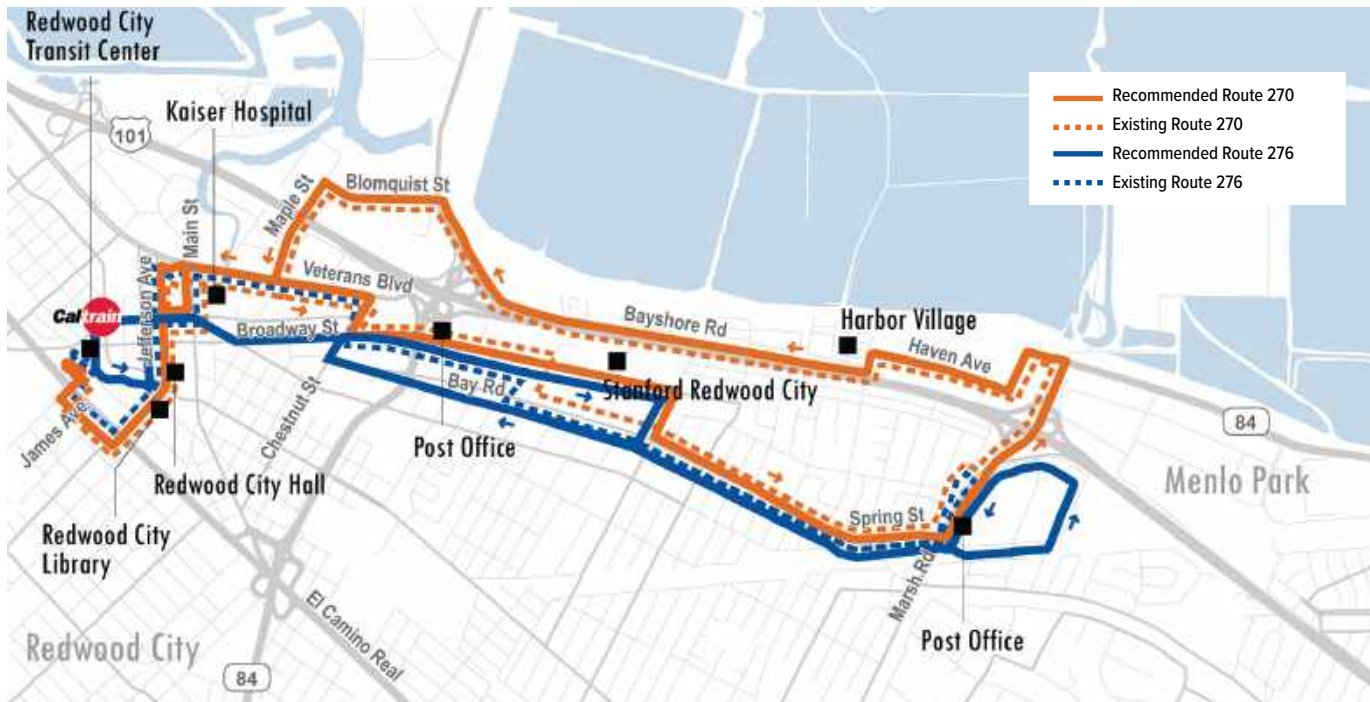
### Caltrain Departures from Menlo Park

Shuttle Connection	To San Jose	To San Francisco
Run 1 Arr. 4:27	#124: 4:36	#125: 4:34
Run 2 Arr. 5:27	#126: 5:36	#127: 5:34
Run 3 Arr. 6:27	#128: 6:36	#129: 6:34

The M3-Marsh Road Shuttle operates Monday to Friday. No service on federal holidays or their observed days. Exceptions: service on Columbus Day and Veterans Day; no service on the Friday after Thanksgiving.

# Route 270 & 276

## Redwood City Transit Center Loop // Florence / 17th — Redwood City Transit Center



## Service Change Description

### Existing Service

Routes 270 and 276 provide service every 60 minutes to similar areas of Redwood City. Neither route has high ridership, even though they serve important communities and growing job areas. Both routes compete with free shuttles connecting the Redwood City Caltrain station with jobs on Broadway Street.

Route 270 runs weekdays and Saturdays. Route 276 runs on weekdays.

### Recommended Changes

#### Coverage (Where it goes)

Route 270 would have no route changes.

In the recommended network, Route 276 would serve Redwood City Caltrain station from Winslow Road, on the northeast side of the tracks, and then run along Marshall Street, Broadway, and Bay Road, with a loop at Marsh Road, to Scott Drive and Bohannon Drive.

#### Frequency (How often it runs)

Route 270 would operate every 60 minutes.

Route 276 would operate more often, running every 30 minutes during the weekday peak and midday, as well as all day on Saturdays. On weekday evenings and all day on Sundays, the bus will run every 60 minutes.

#### Hours of Service (When it runs)

Route 270 would operate the same hours on weekdays and Saturdays as today.

Route 276 would operate later on weekdays, until 9 p.m., and on weekends until 7 p.m.



# Route 270 & 276

## Route 270 Hours of Service

	Weekday	Saturday	Sunday
Existing	6:30 AM-7:30 PM	7:30 AM-7:30 PM	—
Recommended	6:30 AM-7:30 PM	7:30 AM-7:30 PM	—

## Route 270 Frequency

	Day	Peak (minutes) (6-9am, 3-7pm)	Midday (minutes) (9am-3pm)	Evening (minutes) (7pm-12am)
Existing	Weekday	60	60	—
	Saturday	60	60	—
	Sunday	—	—	—
Recommended	Weekday	60	60	—
	Saturday	60	60	—
	Sunday	—	—	—

## Route 276 Hours of Service

	Weekday	Saturday	Sunday
Existing	6:30 AM-6:30 PM	—	—
Recommended	6:30 AM-9:00 PM	7:30 AM-7:00 PM	7:30 AM-7:00 PM

## Route 276 Frequency

	Day	Peak (minutes) (6-9am, 3-8pm)	Midday (minutes) (9am-3pm)	Evening (minutes) (8pm-12am)
Existing	Weekday	60	60	—
	Saturday	60	60	—
	Sunday	—	—	—
Recommended	Weekday	30	30	60
	Saturday	30	30	—
	Sunday	30	60	—

# Route EPX

## East Palo Alto — Redwood City — SFO — San Bruno BART



### Hours of Service

	Weekday	Saturday	Sunday
Existing	—	—	—
Recommended	5:00 AM-9:30 AM, 2:30 PM-7:30 PM	—	—

### Service Change Description

#### Coverage (Where it goes)

Route EPX would be a new limited-stop route connecting East Palo Alto and Redwood City to San Francisco International Airport. Some trips will terminate in the northern end at San Bruno BART Station, while some limited service may be provided on this route to downtown San Francisco. This route was identified in the US-101 Express Bus Feasibility Study and replace some connections currently offered by SamTrans Route 398 (SamTrans, November 2018).

#### Frequency (How often it runs)

Route EPX will operate every 60 minutes during peak hours.

#### Hours of Service (When it runs)

Route EPX will run during peak periods on weekdays.

### Recommended Frequency

	Day	Peak (minutes) (6-9am, 3-7pm)	Midday (minutes) (9am-3pm)	Evening (minutes) (7pm-12am)
Existing	Weekday	—	—	—
	Saturday	—	—	—
	Sunday	—	—	—
Recommended	Weekday	60	—	—
	Saturday	—	—	—
	Sunday	—	—	—



Shuttle Map & Times Prepared by Quality Assurance Travel



**RWC CALTRAIN**

**Menlo Gateway**

**Menlo CALTRAIN**

**AM SHUTTLE**  
**6:30AM Menlo Caltrain**  
 7:15AM RWC Caltrain  
**8:35am Menlo Caltrain**  
 9:15am RWC Caltrain  
**10am Menlo Caltrain**  
 10:45am RWC Caltrain

**PM SHUTTLE**  
**3:30pm Menlo Caltrain**  
 4:20pm RWC Caltrain  
**5:15pm Menlo Caltrain**  
 5:55pm RWC Caltrain  
**6:45pm Menlo Caltrain**  
 7:30pm RWC Caltrain

**20 min**  
7.9 miles

On Winslow Street @ Redwood City Caltrain

Menlo Park Station



Rectangular rapid flashing beacons (Oak Grove Ave. – Menlo Park)



Traditional raised crosswalk (Steiner St. & Waller St. – San Francisco)



Simplified raised crosswalk (Laurel St. – Menlo Park)





Existing conditions: non-pull out option (Willow Rd. – Menlo Park)



Pull out option (Ringwood Ave. – Menlo Park)





## STAFF REPORT

City Council

Meeting Date:

5/24/2022

Staff Report Number:

22-106-CC

Informational Item:

Police department quarterly update – Q2 September 2021 – December 2021 and Q3 January 2022 – March 2022

### Recommendation

The purpose of this informational item is to provide an update to the public and to the City Council as requested in City Council discussions in spring and summer 2021. This is an informational item and does not require City Council action.

### Policy Issues

In accordance with the City Council informational requests and interest in Menlo Park Police Department (MPPD) activities and use of equipment, this staff report transmits information to the public.

### Analysis

In public discussions with City Council, the following information is provided through regular updates by the MPPD:

1. Results of required periodic auditing of the department's automated license plate reader (ALPR) technology. The department is required to conduct regular audits of the system to ensure it is being used appropriately.
2. Reports of interactions with animal control. Specifically, the City Council requested to be notified of any animal control hearings being held for dangerous animal in Menlo Park.
3. Use of force and Taser incidents. Committed to transparency, the MPPD will provide the number of documented use of force incidents and Taser deployments regularly. Every documented use of force incident (including Taser deployments) is investigated and reviewed by the supervisor and command staff by policy.
4. Complaints. Also in the spirit of transparency, the MPPD will provide the number of complaints received and reviewed regularly.
5. Assembly Bill 481 (AB 481.) AB 481, signed into law September 30, 2021 and applicable to agencies no later than May 1, 2022, requires that law enforcement agencies obtain the approval of City Council, through the adoption of a Military Equipment Use Policy, by ordinance at a regular meeting held pursuant to specified open meeting laws, before taking certain actions relating to the funding, acquisition or use of military equipment, as defined. The City Council adopted this ordinance at their May 10, 2022, meeting.
6. Community engagement. For a more holistic perspective, the MPPD will also be sharing a general overview of outreach activities completed by the department on a regular basis.

Quarterly updates – September 2021 – March 2022

*ALPR update*

From October 2021 to March 2022, MPPD's three mobile mounted ALPR's captured 248,205 license plates. The data captured resulted in 115 "hits" that a captured license plate was currently on an active law enforcement database or wanted list.

Additionally, MPPD also audits inquiries to the overall ALPR databases made by members of MPPD staff. Each inquiry to the database requires an articulable investigative reason (case investigation.) MPPD made three inquiries during Q2, and 100 percent of inquiries were accompanied by a case number for accountability. The ALPR database was offline for Q3 and no inquiries were made.

*Animal control update*

During this reporting period, no animal control hearings for animals in Menlo Park were conducted and no citations were issued by Animal Control in our jurisdiction.

*Use of force update*

From October 2021 to March 2022, MPPD was attached to 14,049 incidents, including calls for police service and proactive patrol activity. There were no uses of force meeting the threshold for further documentation reported. Each reported use of force report is presented for review to the chief and command staff, and any training issues are identified and addressed.

*Complaints update*

From October 2021 to March 2022, MPPD was attached to 14,049 incidents, including calls for police service and proactive patrol activity. Three (3) complaints were documented either from the community or self-initiated by this department. Each complaint is always evaluated and/or investigated according to policy.

*AB 481 equipment use update*

From October 2021 to March 2022, MPPD was attached to 14,049 incidents, including calls for police service and proactive patrol activity. During this time period, there were no operations of MPPD or SWAT (Special Weapons and Tactics) personnel that resulted in the use of equipment listed in compliance with AB 481.

*Community engagement update*

MPPD officers encounter opportunities regularly to interact with the community in a positive way. During the quarters from October 2021 to March 2022, Menlo Park Police officers documented 84 distinct incidents as "OUTREACH" in the computer dispatch system (CAD). While this number is the floor, not the ceiling of the total positive interactions MPPD has with the public, these incidents were entirely community engagement and public service oriented.

The 84 incidents included officers engaging in conversations over coffee with community members, passing out stickers to children, interactive visits to the local skate park, engagement during downtown foot patrols and at Lions Club sponsored Farmers' Market, in addition to numerous visits to local elementary and middle schools.

Officers collaterally assigned to the Menlo Park Police Bicycle Team are deployed on a regular basis (at least weekly, more often when staffing permits), and are present for community events as well as conducting proactive outreach with youth and community members while on Bike Patrol.

**Public Notice**

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

**Attachments**

None.

Report prepared by:

W.A. "Tony" Dixon, Police Commander

Dave Norris, Police Chief