



SPECIAL AND REGULAR MEETING AGENDA

Date: 9/26/2023
Time: 5:00 p.m.
Locations: [Zoom.us/join](https://zoom.us/join) – ID# 814 7839 7160 and
City Council Chambers
751 Laurel St., Menlo Park, CA 94025

Members of the public can listen to the meeting and participate using the following methods. If you have issues viewing the meeting, please email the city clerk at jaherren@menlopark.gov.

How to participate in the meeting

- Submit a written comment online up to one-hour before the meeting start time:
- city.council@menlopark.gov
- Access the meeting real-time online at:
[Zoom.us/join](https://zoom.us/join) – Meeting ID 814 7839 7160
- Access the meeting real-time via telephone at:
(669) 900-6833
Meeting ID 814 7839 7160
Press *9 to raise hand to speak

Watch meeting:

- Cable television subscriber in Menlo Park, East Palo Alto, Atherton and Palo Alto:
Channel 26
- City Council Chambers

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

Special and Regular Session

- A. Call To Order**
- B. Roll Call**
- C. Report from Closed Session**
- D. Agenda Review**
- 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. You are not required to provide your name or City of residence, but it is helpful. The

City Council cannot act on items not listed on the agenda and, therefore, the City Council cannot respond to non-agenda issues brought up under public comment other than to provide general information.

F. Presentations and Proclamations

- F1. Proclamation: Recovery Happens Month ([Attachment](#))
Not a California Environmental Quality Act (CEQA) project.
- F2. Proclamation: Suicide Prevention Month ([Attachment](#))
Not a CEQA project.

G. Study Session

- G1. Review and provide direction on the proposed Stormwater Master Plan ([Staff Report #23-218-CC](#)) Not a CEQA project. ([Presentation](#))
- G2. Provide direction on a proposal to install Flock fixed automated license plate readers with gunshot detection capability citywide ([Staff Report #23-215-CC](#)) ([Presentation](#))
Not a CEQA project.

H. Consent Calendar

- H1. Adopt resolution designating the public works director and assistant public works director as authorized agents to provide for all matters related to obtaining federal financial assistance from the California Governor's Office of Emergency Services and Federal Emergency Management Agency ([Staff Report #23-211-CC](#))
Not a CEQA project.
- H2. Authorize the Mayor to sign the City's response to the San Mateo County Civil Grand Jury Report: "Bike Safety in San Mateo County: Making Bicycling Safer in the County" ([Staff Report #23-212-CC](#))
Not a CEQA project.
- H3. Award a construction contract to Bay Point Control, Inc. dba Marina Mechanical for the minimum point of entry and dispatch rooms heating, ventilation, and air conditioning upgrade project ([Staff Report #23-213-CC](#))
Determine this action is categorically exempt under CEQA Guidelines §15301 exemption for existing facilities.
- H4. Award purchase contracts to National Auto Fleet Group, Pape, and Coach West Luxury Performance Motorcars for the fiscal year 2023-24 vehicle and equipment purchase and allow \$50,000 for contingency ([Staff Report #23-217-CC](#))
Not a CEQA project.
- H5. Approve advisory body annual work plans for the Complete Streets Commission, Environmental Quality Commission, Finance and Audit Commission, Housing Commission and Library Commission ([Staff Report #23-223-CC](#))

Not a CEQA project.

- H6. Authorize the city manager to execute a revised agreement with Tripepi Smith for communications support services ([Staff Report #23-221-CC](#))
Not a CEQA project.

I. Public Hearing

- I1. Consider and adopt resolutions approving 1) the below market rate housing agreements, and 2) a vesting tentative map for a major subdivision to create 116 for-sale townhome units for the 123 Independence Dr. housing development project, with a total of 432 dwelling units and 2,000 square feet of commercial space, located at 119 Independence Dr., 123-125 Independence Dr., 127 Independence Dr., 1205 Chrysler Dr., and 130 Constitution Dr. (commonly referred to as 123 Independence Dr.) ([Staff Report #23-219-CC](#)) ([Presentation](#))
Determine that the requested actions are consistent with the certified project-level environmental impact report prepared for the proposed project.

J. Regular Business

- J1. Direct staff to return with funding agreements authorizing the grant of below market rate housing funds as follows: 1) \$2,000,000 for Habitat for Humanity of Greater San Francisco, 2) \$2,000,000 for MidPen Housing, Inc., and 3) \$180,000 to Rebuilding Together Peninsula and to provide direction on a notice of funding availability application at 1162 El Camino Real ([Staff Report #23-220-CC](#)) ([Presentation](#))
Not a CEQA project.

K. Informational Items

- K1. City Council agenda topics: October 2023 ([Staff Report #23-222-CC](#))
Not a CEQA project.

L. City Council Initiated Items

- L1. Direction on the mobile market ([Staff Report #23-214-CC](#))
Not a CEQA project.

M. City Council Reconsideration

- M1. Direction on the reconsideration authorizing the city manager to execute an agreement with Team Sheeper, Inc., to operate Burgess Pool and the future Menlo Park Community Campus aquatics center specifically regarding Solo Aquatics services ([Staff Report #23-216-CC](#))
Not a CEQA project.

N. City Manager Report's

O. City Councilmember Reports

P. Closed Session

P1. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION

(Paragraph (2) of subdivision (d) of Gov. Code § 54956.9)

Significant exposure to litigation: Three cases

Not a CEQA project.

P2. 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 Service Employees International Union Local 521 (SEIU)

Agency designated representatives: City Manager Justin I.C. Murphy, Administrative Services Director Brittany Mello, Assistant City Manager Stephen Stolte, City Attorney Nira Doherty, Special Counsel Charles Sakai

Not a CEQA project.

Q. Adjournment

At every regular meeting of the City Council, in addition to the public comment period where the public shall have the right to address the City Council on any matters of public interest not listed on the agenda, members of the public have the right to directly address the City 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 before, 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.gov. 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 Cal. Gov. Code §54954.2(a) or §54956. Members of the public can view electronic agendas and staff reports by accessing the City website at menlopark.gov/agendas and can receive email notification of agenda postings by subscribing at menlopark.gov/subscribe. Agendas and staff reports may also be obtained by contacting City Clerk at 650-330-6620. (Posted: 9/22/2023)

Recognizing September as Recovery Happens Month

WHEREAS, the month of September 2023 is National Recovery Month; and

WHEREAS, National Recovery Month spreads the positive message that behavioral health is essential to overall health; and

WHEREAS, treatment and prevention providers across the communities of San Mateo County have dedicated themselves to promoting recovery, saving lives, destigmatizing and educating the public about substance use and co-occurring disorders; and

WHEREAS, every day, in Menlo Park, community members and neighbors of all ages enter treatment for substance use and mental health disorders and begin the road to wellness and recovery in a system that emphasizes behavioral health as an essential part of overall health; and

WHEREAS, San Mateo County continues to support Recovery Month's mission to improve the lives of those living with these disorders, to celebrate individuals in recovery and to acknowledge those working to provide integrated recovery services; and

WHEREAS, prevention works, treatment is effective, and recovery is possible; and

WHEREAS, while the road to recovery may be difficult, the benefits of preventing and overcoming substance use and co-occurring disorders are significant and valuable to individuals, families, and communities. People can and do recover; and

WHEREAS, Recovery Happens Month is supported and celebrated in Menlo Park and promotes the importance of prevention, treatment, and recovery. In this spirit, this year's theme is: "Recovery is for Everyone: Every Person. Every Family. Every Community."

NOW, THEREFORE, BE IT RESOLVED that I, Jen Wolosin, Mayor of the City of Menlo Park, on behalf of the City Council and the City, do hereby, hereby designate September 2023 as Recovery Happens Month. Let us remember there are multiple pathways to recovery and let us remember everyone's journey results in their own unique experience of recovery.

Jen Wolosin, Mayor
September 26, 2023

Recognizing September as Suicide Prevention Month

WHEREAS, Menlo Park has joined the county, state, and country in honoring Suicide Prevention Month in September, which included National Suicide Prevention Week from September 10 – 16 and World Suicide Prevention Day on September 10, to spread the message that suicide can be prevented; and

WHEREAS, in 2022, 67 people died by suicide in San Mateo County and 13,525 calls were received by the San Mateo County Crisis Line run by StarVista Crisis Center; and

WHEREAS, in July 2022, the StarVista Crisis Hotline received a 10% increase compared to July 2021, likely due to the debut of the 988 number on July 16 of that year; and

WHEREAS, suicide is a preventable national and state public health problem with no single cause and suicide most often occurs when stressors exceed the coping abilities of someone struggling with a mental health condition; and

WHEREAS, no single suicide prevention program or effort is appropriate for all populations or communities and therefore we must also acknowledge and address the disparity in access to mental healthcare for underrepresented groups and advocate for ending these disparities by encouraging culturally informed and evidence-based mental healthcare and services; and

WHEREAS, residents can play a role in suicide prevention by supporting local Suicide Prevention Month every September and working within their communities to learn how to discuss suicide without increasing the risk of harm; and

WHEREAS, Menlo Park residents are also urged to play a role in supporting each other and preventing suicide by knowing the signs of suicide, finding the words to communicate, and reaching out to local 24/7 resources, including our local San Mateo County StarVista Crisis Hotline (650-579-0350) or National Suicide Prevention Lifeline (988 or 1-800-273-TALK); and

NOW, THEREFORE, BE IT RESOLVED that I, Jen Wolosin, Mayor of the City of Menlo Park, on behalf of the City Council and the City, do hereby designate September 2023 as Suicide Prevention Month and call upon everyone in our community to find their role in suicide prevention.

Jen Wolosin, Mayor
September 26, 2023



STAFF REPORT

City Council
Meeting Date: 9/26/2023
Staff Report Number: 23-218-CC

Study Session: Review and provide direction on the proposed Stormwater Master Plan

Recommendation

Staff recommends that the City Council review the proposed Stormwater Master Plan (Plan) and provide feedback. No action is required by the City Council for this study session. Feedback on the proposed Plan is a preliminary step to accepting it at a future City Council meeting.

Policy Issues

Menlo Park Municipal Code Chapter 7.42 describes the City's stormwater management program. The City's stormwater permit, San Francisco Bay Municipal Regional Stormwater National Pollutant Discharge Elimination System Permit Order No. R2-2022-0018 (MRP 3.0) regulates various stormwater activities. The City's land use and circulation elements of the general plan also include policies related to stormwater control requirements.

Background

The City's stormwater drainage system consists of gutters, pipes, manholes, catch basins, bubblers, outfalls, open channels and pump stations. These components connect with the drainage facilities of the bordering municipalities in some locations. These connected facilities receive and convey stormwater from the bordering municipalities, and well as discharge into them. The City's drainage facilities capture and discharge rainwater and runoff through major drainage areas within and outside of the City's boundaries (see Attachment A) into San Francisquito Creek and Atherton Channel, which eventually flows into San Francisco Bay. Most of the City's system was built between 1950 and 1965, and as such, some of the facilities are at the end of their useful life and are in need of programmatic replacement. Further, the risks and impacts to the storm system from climate change, including sea level rise, increased frequency and severity of intense storms, and groundwater rise, must also be addressed in planning for system operation.

In 1990, to manage flooding risks for a 10-year storm, the City completed a citywide study that identified storm drainage needs, developed a master plan to mitigate drainage system deficiencies, and recommended long range system expansion and replacement programs to maintain the system at an acceptable level. The 1990 study is now 33-years old. There have been other studies (2003 and 2014) completed but they have been limited to specific areas or streets. There have been some improvements made to the system over the years that were identified in past studies, some of which have been completed and incorporated into past development projects. The City, however, continues to experience localized flooding to varying degrees on an ongoing basis.

The MRP outlines the State's requirements for agencies to address water quality and flow-related impacts of stormwater runoff. It is a comprehensive permit that regulates construction sites, industrial sites, illegal discharges, new development and municipal operations. The MRP also identifies activities that could

warrant future capital improvement projects (e.g., green infrastructure, trash capture devices) so it is important to incorporate MRP requirements into the Plan. MRP 3.0 went into effect July 1, 2022, and expires June 30, 2027. No additional funding from the state was provided to local agencies in order to expand the regulatory requirements under MRP 3.0.

In October 2019, the City Council approved an agreement with Wood Rodgers, Inc. to develop the Plan (Attachment B). The Plan's intent is to help define the current condition of the stormwater system and identify future upgrades and improvements over the next 25 years. The Plan incorporates new MRP requirements, thereby directly impacting City operation and maintenance activities and helping identify additional capital needs.

Analysis

As part of this study session, staff is presenting the draft Plan (Attachment C contains the executive summary and a link to the full Plan) to City Council for feedback before returning to accept the Plan tentatively scheduled for Oct. 24. The Plan achieves the following objectives:

1. Inventory of existing storm drainage facilities;
2. Identification of storm drainage capacity and condition of facilities;
3. Development and prioritization of stormwater capital improvement projects;
4. Development of a funding strategy for the needed capital improvements;
5. Development of an Operation and Maintenance Manual; and
6. Identification of a framework to operate and maintain the facilities and implement the identified capital improvements.

Below is a summary of key findings for each objective:

1. Inventory of storm drainage facilities

The City owns and maintains 46 miles of storm drain pipes, 1,680 feet of earthen open channels, 1,577 manholes, 2,118 catch basins (includes bubblers), seven pump stations and 107 outfalls. In total, the facilities represent an investment of approximately \$187 million. While the majority of the facilities are located within the City's public right-of-way (primarily under streets or sidewalks) or on acquired permanent easements, the remaining approximately 25% are on private properties with unknown easement status. Some of the facilities on private properties with unknown easement status could be without easements and require easement acquisitions. Some private property owners may be relieved if the City takes over facility maintenance and offers to dedicate their easements to the City at a nominal cost. As part of Plan implementation, staff will investigate the status of easements and determine next steps.

2. Identification of storm drainage capacity and condition of facilities

The condition assessment evaluated both structural and maintenance deficiencies. Facilities were prioritized based on the following factors:

- Flooding or deficient pipe incidents reported to the City or observed by staff during rain events
- Aged corrugated metal pipes (which can be subject to corrosion)
- Potential sediment build up in pipes based on flat pipe slopes or backwater conditions
- Key locations (i.e., upstream inlets, major confluences and outfall structures) along a storm drain system

Structural condition deficiencies

Based on staff's input and the collected inventory of the City's facilities, 20 locations were selected to be evaluated including 42 structures (e.g., aged corrugated metal pipes, concrete pipes, manholes/inlets, outfall structures). Structures were rated into good, fair, poor, and critical based on the risk of structural

failure and the impacts to the hydraulic performance. Most of the structures were found to be in good condition; however, nine structures were determined to be in poor and critical condition that require rehabilitation or replacement at an estimated cost of \$475,000.

Maintenance deficiencies

The City's current maintenance practices include inspections of pump stations once per month during the dry season, once per week during the rainy season, and before rain events. In addition, 3.8 miles of storm drain pipes and 160 inlets are cleaned annually by a contractor; and areas with known recurring issues are cleaned two to three times annually. However, this maintenance routine services less than 10% of the total system annually. The current annual contract cost is \$70,000 and was last bid in 2018, so it is anticipated to increase significantly as part of the next competitive bid process due to inflationary pressure on the cost of services since 2018.

As part of the Plan development, the current condition of 20 locations were evaluated including 44 structures to determine if changes in maintenance practices should be incorporated, and if so, what additional level of effort would be required. Twenty of the structures were found to be in good condition, 20 structures were found to be in non-immediate maintenance condition, and four structures were found to be in need of immediate maintenance that require sediment removal and pipe jet flushing. Estimated costs are \$49,000 for additional pipe flushing every five years and \$10,000 for annual maintenance.

Capacity assessment and deficiencies

Attachment D shows the catchment areas within the City's boundary. The City's storm drainage systems that convey the largest drainage areas are the Ravenswood North and South Drainage Areas, which contribute 1,423 acres respectively.

The hydraulic model focused on flooding that will occur within the City's boundaries that the City could potentially rectify with future capital projects. The model simulated 2-year, 10-year, and 100-year storms in order to determine flood risks. A 2-year storm has a 50% chance of occurring any given year, a 10-year storm has a 10% chance of occurring any given year, and a 100-year storm has a 1% chance of occurring any given year. Attachment E shows level of service goals and design criteria for types of storm drain facilities. Recurring flooding events indicate potential capacity deficiencies in the existing stormwater system. Historical flooding information (i.e., letters, photos, emails) recorded by community members and City staff was used in conjunction with the modeling results to determine the location and extent of potential flooding, to validate the model, and to prioritize improvements.

Attachment F is a map showing deficient storm drain systems that are mentioned below. It should be noted that much of the Atherton Channel drainage system is owned by the Town of Atherton.

- *Two-year storm:*

The Arbor Road, El Camino Real/Alto Lane, O'Brien Drive and El Camino Real/Felton drainage systems experience flooding (less than 1 foot in depth) that was contained within the street right-of-ways. The Middlefield Road drainage system experienced flooding, less than 1 foot in depth, which exceeded street curb and gutter conveyance capacity and flooded adjacent properties near the intersection at Ravenswood Avenue and near Linfield Drive.

- *Ten-year storm:*

The 10-year storm results in widespread flooding. The Arbor Road, El Camino Real/Alto Lane, O'Brien Drive and El Camino Real/Felton drainage systems experience flooding more than 1 foot that encroaches beyond street right-of-ways to surrounding properties. The Chrysler Drive drainage

system, which has capacity up to a 2-year storm, experiences flooding which will be rectified with the current Chrysler Stormwater Pump Station Improvement project currently under construction.

- *One hundred-year storm:*

The 100-year storm results in stormwater runoff exceeding the capacity of the storm drainage facilities and street networks, and San Francisquito Creek overtopping along the banks at Middlefield Road and Pope Street crossings and near Oak Court/Euclid Avenue. The flow that overtopped San Francisquito Creek traveled northeasterly and worsened the local floodplains generated by the City's storm drainage facilities, resulting in widespread flooding.

After the agreement was executed to develop the Plan in 2019, the region experienced several dry years, and therefore calibration of the modeling results was done based on documentation of past storm events. However, on Dec. 31, 2022, a significant precipitation event occurred in the Bay Area, estimated to be between a 30- and 50-year storm in the San Francisquito Creek watershed based on analysis shared with the City by Valley Water. The City experienced road closures, urban flooding and high stages/flows in San Francisquito Creek representing the second highest observed flow on record. City crews documented the precipitation and flooding with pictures and videos. These pictures and videos were compared to the model's design storm results in order to validate the model's ability to replicate a significant storm event. Overall, the model performed extremely well and was successful at replicating the approximate flooding extent at multiple locations.

3. Development and prioritization of stormwater capital improvement projects

Considering the structural condition of facilities and the capacity assessment (steps 1 and 2 above), Wood Rodgers identified and prioritized the deficient storm drain systems that require upsized storm drain pipes (which reduces the floodplain) in order to meet a 10-year storm. Table 1 lists the drainage system, in order based on the area of flooding reduced, and recommends capital costs of \$39.1 million. For maps showing locations of these recommended capital improvements, see Attachment G.

Table 1 also lists capital improvements for each deficient system in order to minimize flooding in a two-year storm which totals \$12.0 million. These improvements are part of the 10-year storm recommended capital improvements. For a map showing locations of these recommended capital improvements, see Attachment H. The ranking of these areas may be revisited to include other factors (such as adjacent land uses, accessibility needs, multi-modal safety, etc.) after a funding strategy is developed and projects are identified for implementation.

Table 1: Capital costs for recommended capital improvements						
Deficient system	Ranking based on reduction in flooded area	Existing floodplain (acre)	Proposed floodplain (acre)	Ten-year storm capital costs*	Two year storm capital costs*	
Middlefield Road	1	52.0	9.8	\$ 16.4 M	\$ 6.2 M	
El Camino Real / Alto Lane	2	12.0	4.0	\$ 11.0 M	\$ 2.7 M	
Arbor Road	3	14.7	6.7	\$ 7.8 M	\$ 2.3 M	
Chrysler Drive	4	10.0	5.9	\$ 2.5 M	N/A	
O'Brien Drive	5	2.3	0.5	\$ 1.4 M	\$ 0.8 M	
Total		91.0	26.9	\$ 39.1 M	\$ 12.0 M	

* Capital costs do not include administration, permitting and project management.

4. Development of a funding strategy for the needed capital improvements

There is not a separate enterprise fund for stormwater; therefore, past stormwater drainage projects have been primarily funded by the annual transfer to the capital program from the general fund. In addition, the City has pursued grants, including a \$5 million Federal Emergency Management Agency (FEMA) Hazard Mitigation Program grant for the Chrysler Pump Station project, in addition to local match funding from the general capital fund and Highway Users (Gas) Tax. Stormwater capital improvement funding possibilities include grants, loans, assessment districts, bonds, general fund contributions and storm drain fees. The City currently collects a stormwater management fee to fund maintenance activities required to comply with the MRP; however, this fee has not increased since its adoption in 1994 and does not fully cover maintenance activities. Increasing the fee is an option to consider in the future, although it would require that the City conduct a property-owner voting procedure in accordance with Proposition 218.

For this fiscal year, there is funding included in the capital improvement program for a Storm System Funding Study in order to further evaluate strategies to fund capital improvements identified in the Plan. The Study will evaluate future revenues and expenditures and identify an approach to fund these improvements and City stormwater operations. Staff will initiate this Study after the Plan is accepted by City Council, tentatively planned for October 2023, and plans to seek City Council approval for the Study agreement in spring 2024.

5. Development of an Operation and Maintenance Manual (O&M Manual)

The O&M Manual (included as Appendix A of the Plan) recommends inspection and maintenance activities for the City's stormwater system. It breaks down activities by facility (i.e., pump stations, storm drain pipes, manholes, outfalls, open channels and trash capture devices), frequency of inspections and maintenance activities, and estimated costs. The O&M Manual also recommends that some activities (pump station biweekly inspections, annual maintenance, Closed Circuit Television Video-CCTV- pipe inspections) be performed by outside contractors with special equipment and training. In order to complete all activities outlined in the O&M Manual and ensure proper oversight of contractors engaged for these tasks, the Plan recommends adding 0.5 full-time equivalent (FTE) maintenance employees. Currently, the City has a team of five maintenance workers and one supervisor that oversee the streets section of the maintenance division. This section maintains roadways, City-owned parking lots, street

signs, street sweeping, the annual sidewalk repair and replacement programs, and the storm system. They are often the team that responds to trash and illegal dumping issues as well. Storm system maintenance represents approximately 10-15% of the sections overall workload currently.

6. Identification of a framework to operate and maintain the facilities and implement the identified capital improvements

The City performs administration and construction management services internally with City staff and contracts out engineering design and permitting services to consultants. In order to design and construct the recommended capital improvements identified in the Plan, the Plan recommends adding two (2) FTEs in engineering to implement capital projects. Currently, the City has an utilities engineering team of four that oversee water and stormwater regulatory activities and capital projects. A portion of one FTE is currently allocated to stormwater capital projects.

Next steps

Staff plans to present the final Plan to City Council for acceptance tentatively at an October 2023 meeting.

Impact on City Resources

Acceptance of the Plan does not have a direct impact on the City's resources; however, before implementing the recommended capital improvements, staff plans to complete the Storm System Funding Study and further evaluate staff workload and resources before recommending options for consideration in future annual budgets. If the Funding Study does not identify new revenue streams to support the identified stormwater system capital and maintenance needs, staff anticipates that existing work may need to be reprioritized to provide more focus on the storm system in order to continue to prepare for climate change and storms of increasing frequency and severity.

Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§15378 and 15061(b)(3) as it proposes an organizational structure change that will not result in any direct or indirect physical change in the environment. An environmental review will be conducted on an individual basis as the stormwater capital improvement projects are designed.

Public Notice

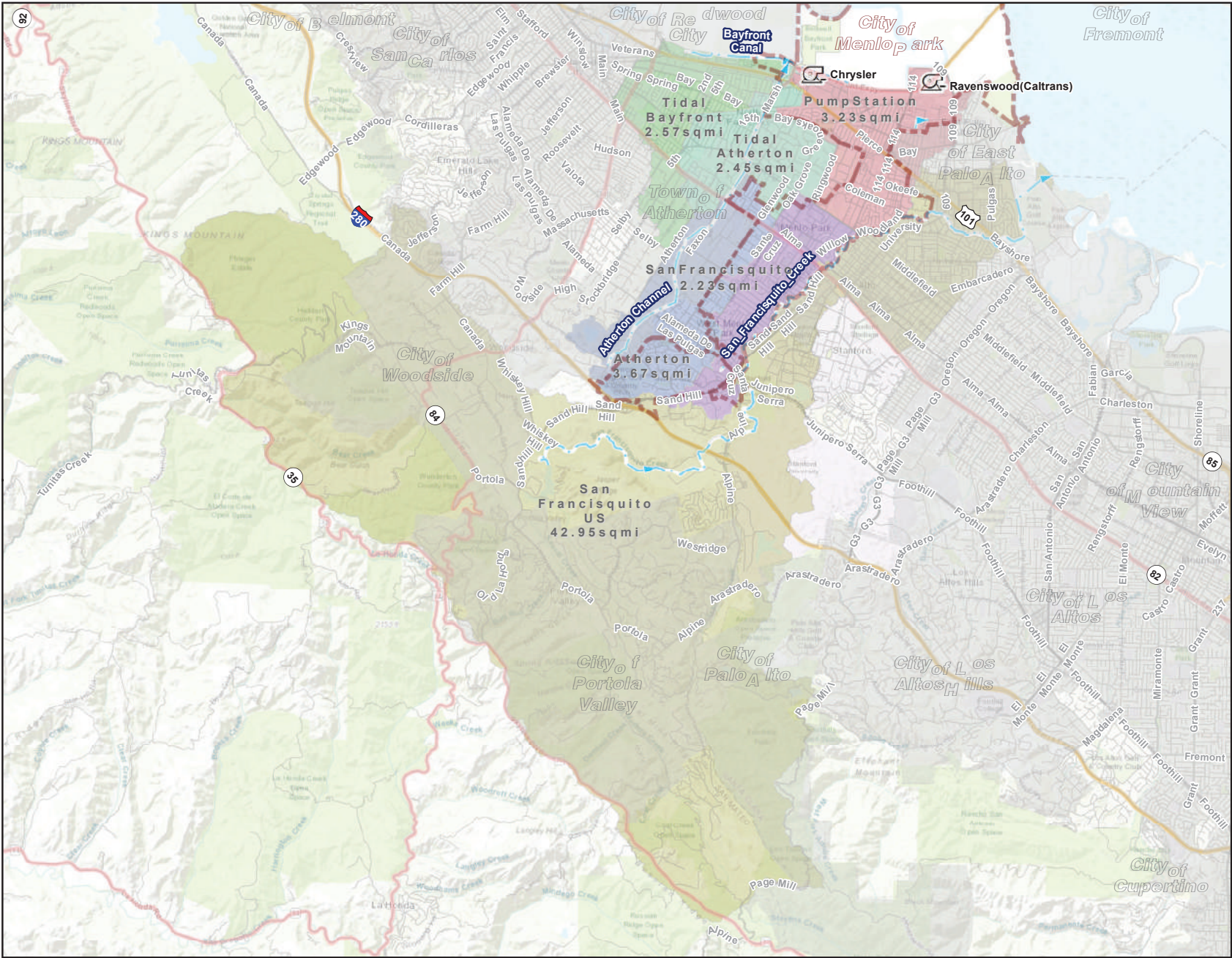
Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

- A. Stormwater drainage basin map
- B. Hyperlink – Oct. 1, 2019, City Council staff report: menlopark.org/DocumentCenter/View/22969/E2-20191001-Stormwater-Master-Plan-CC
- C. Hyperlink – Proposed Stormwater Master Plan including executive summary: menlopark.gov/files/sharedassets/public/v/2/public-works/documents/stormwater/draft-stormwater-master-plan.pdf
- D. Map – Catchment areas within the City's boundary
- E. Level of service goals and design criteria for types of storm drain facilities (Page 21 from the Plan)
- F. Map – Deficient storm drainage areas
- G. Map - Recommended capital improvements to meet the 10-year storm
- H. Map – Recommended capital improvements to meet the two-year storm

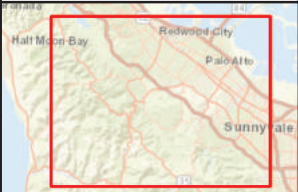
Report prepared by:
Pam Lowe, Senior Civil Engineer

Report reviewed by:
Tanisha Werner, Assistant Public Works Director – Engineering



City of Menlo Park
 Drainage Master Plan
Major Drainage Area Map
 San Mateo County, California
 September 2022

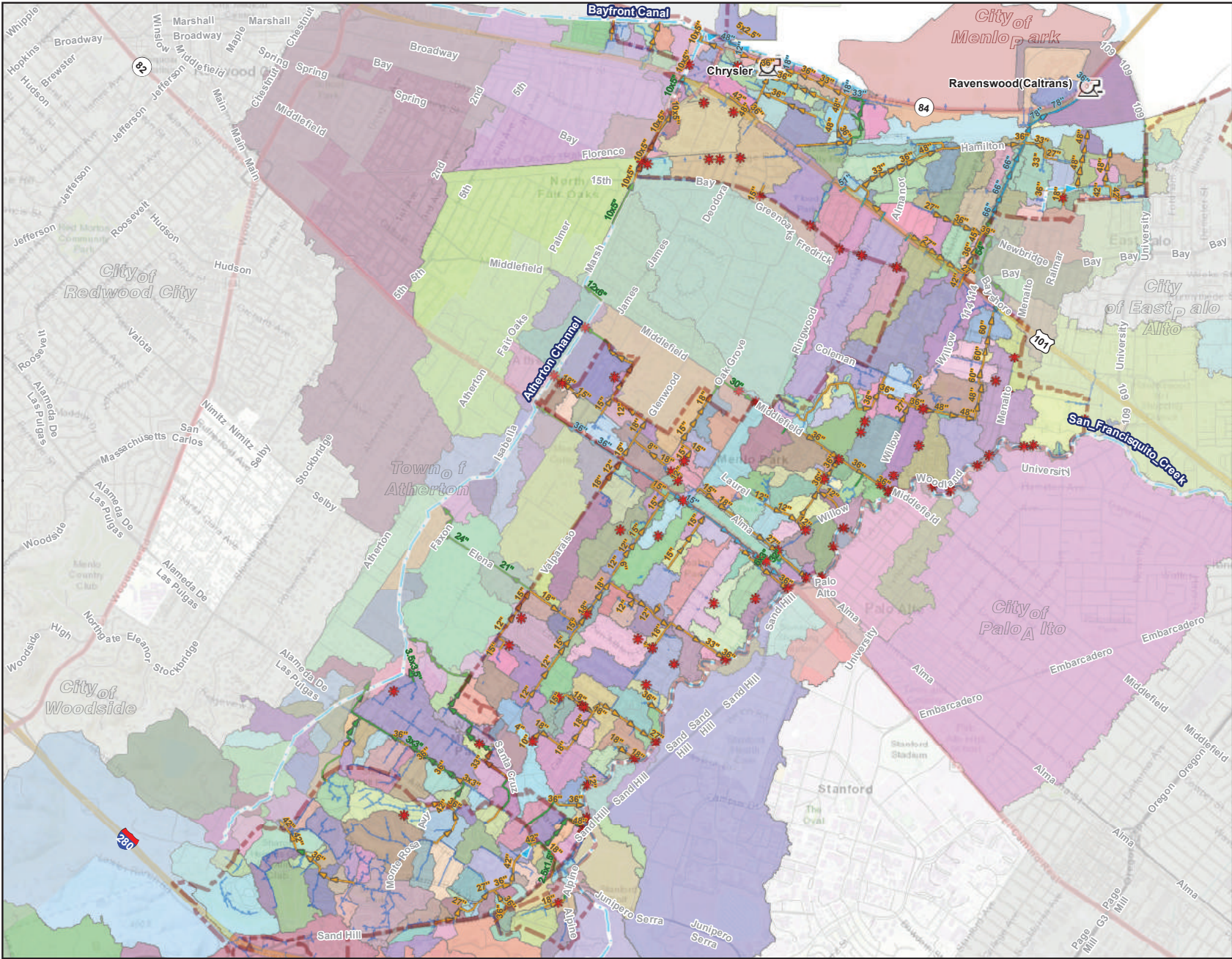
- Legend**
- Other Cities
 - Menlo Park
 - Pump Station
 - Channel
- Major Drainage Area**
- DrmSystem**
- Atherton
 - Atherton US
 - Pump Station
 - San Francisco US
 - San Francisco
 - Tidal Atherton
 - Tidal Bayfront



Vicinity Map

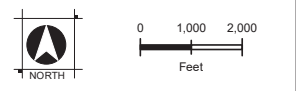
PRELIMINARY
EXHIBIT C1

WOOD RODGERS



City of Menlo Park
 Drainage Master Plan
**Urban Catchment Area
 and Storm Drain Map**
 San Mateo County, California
 September 2022

- Legend**
- Other Cities
 - Menlo Park
 - Hot Spot Locations
 - Pump Station
 - Channel
- Major Drainage Pipes**
- Others
 - Caltrans
 - Menlo Park
 - Minor Drainage Pipes



PRELIMINARY
EXHIBIT C3

Table 1 – Level of Service (New/Redevelopments)

Facility Type	Design Storm (LOS)	Freeboard (Design Criteria)
Pipe		
Ditch/Minor Channel	10-year	
Major Channel	100-year	
Pipe + Street	100-year	

Figure 23 and Figure 24 illustrate, in cross-section views, the design criteria that is documented in Table 1 for storm drain pipes and open channels.

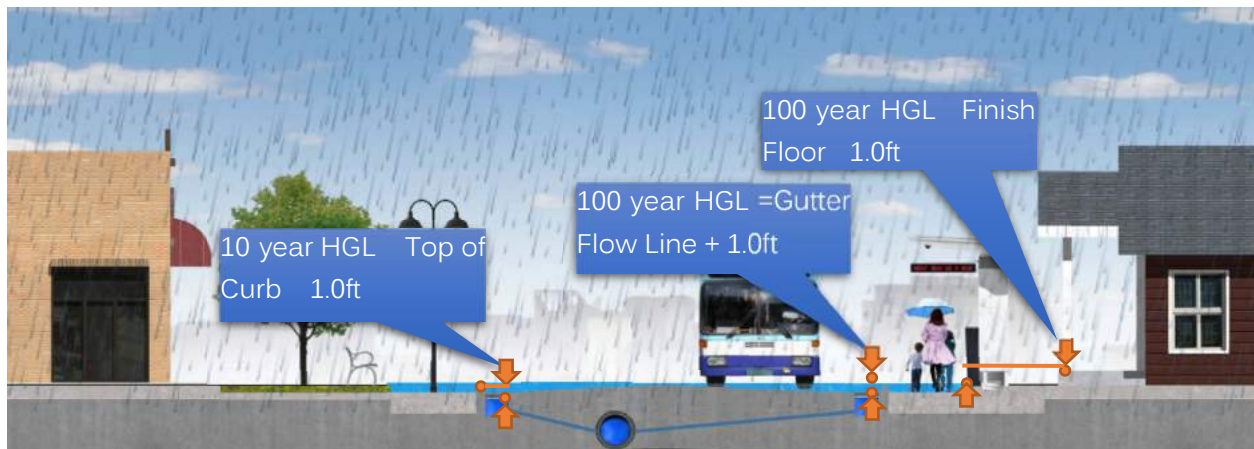


Figure 23 – Storm Drain Design Level of Service

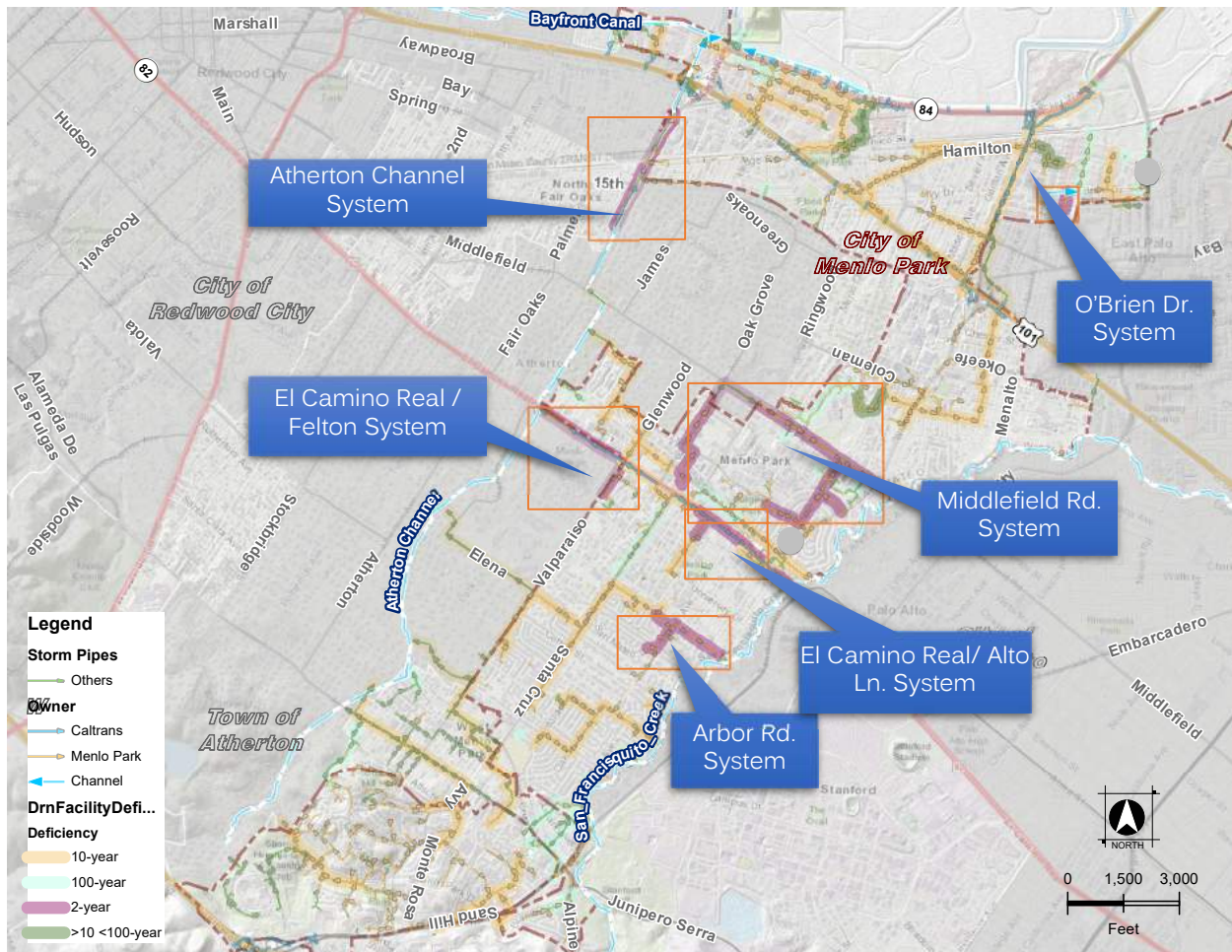
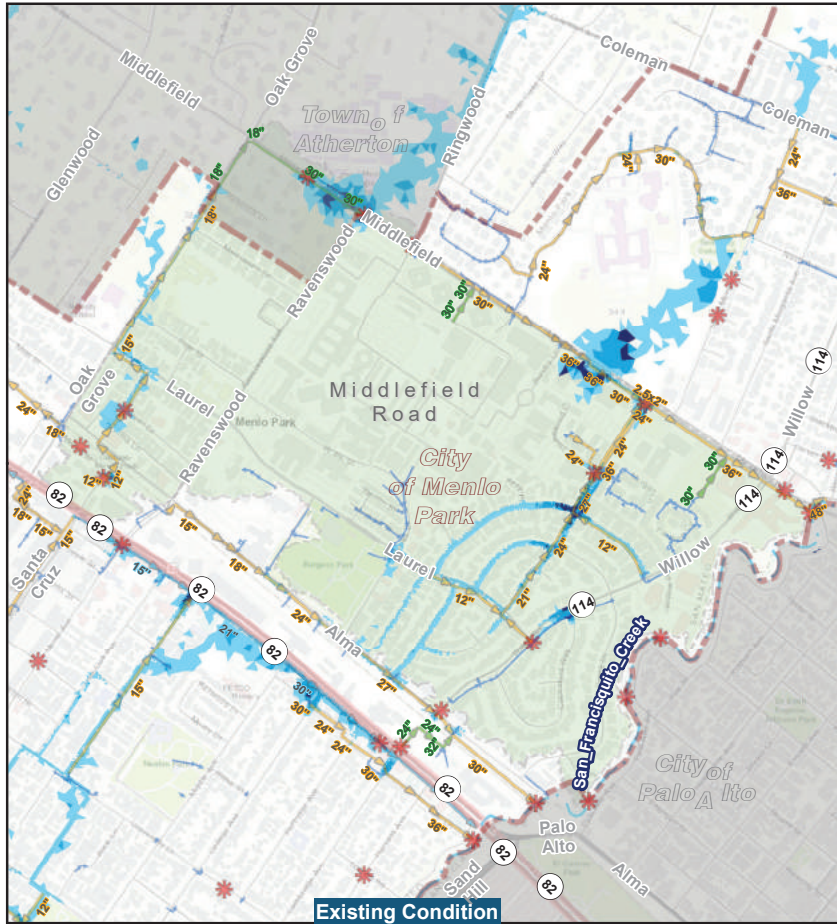


Figure 50 – Drainage Facilities Deficiency Map



City of Menlo Park
Drainage Master Plan

Middlefield Road Improvement Project

San Mateo County, California
March 2023

Legend

- * Hot Spot Locations
- Proposed Sealed Manhole
- Proposed Drainage Pipes
- Channel

10-Year 24-Hour Floodplain DEPTH2D

- <0.5'
- 0.5'-1'
- >1'

Existing Modeled Pipes

- Others
- Caltrans
- Menlo Park

Existing Non-Modeled Pipes

- Existing Non-Modeled Pipes

Storm Drain System	Rainfall (in/year)	Drainage Area (ac)	Design Storm (year)	Total Catchment Runoff (cfs)	Outfall Peak Flow (cfs)	Floodplain (ac)	Annualized Flood Risk (\$/year)
Middlefield Road	18	335	2	136	38	15	5.0 M
			10	285	42	52	
			100	454	45	94	

Deficient System	Proposed Improvements	Capital Costs (\$)	Total Project Capital Cost (\$)	Project Life Cycle Cost (\$)	Annualized Project Cost (\$)
Middlefield Road	1,019 LF of 48" RCP	1.9M	16.4 M	16.9M	0.7M
	2,682 LF of 66" RCP	6.9 M			
	143 LF of 72" RCP	0.4M			
	1,648 LF of 8' X 4' RCB	7.0 M			
	7 sealed manholes + 4-15" flap gates	0.2M			



PRELIMINARY EXHIBIT D1

WOOD RODGERS

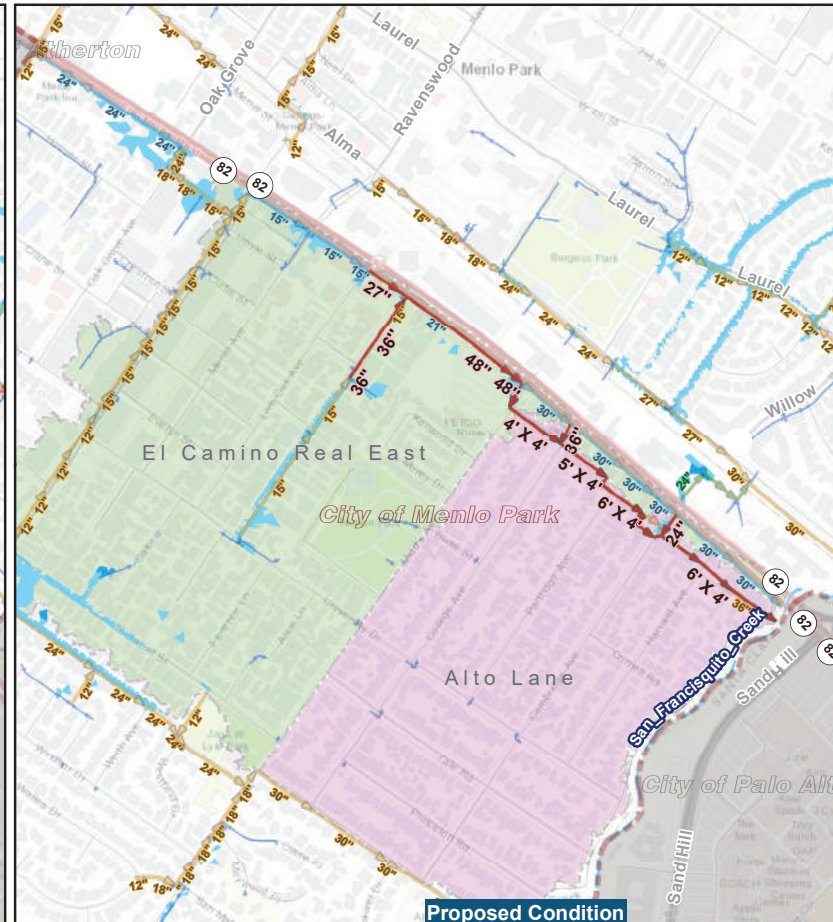
City of Menlo Park
Drainage Master Plan

ECR East and Alto Road
Improvement Project

San Mateo County, California
March 2023

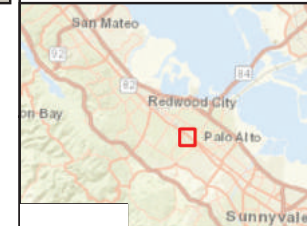
Legend

- Hot Spot Locations
- Proposed Drainage Pipes
- Channel
- 10-Year 24-Hour Floodplain DEPTH2D**
- <0.5'
- 0.5'-1'
- >1'
- Existing Modeled Pipes**
- Others
- Caltrans
- Menlo Park
- Existing Non-Modeled Pipes**
- Existing Non-Modeled Pipes



Drainage System	Rain fall (in/year)	Drainage Area (ac)	Design Storm (year)	Total Catchment Runoff (cfs)	Outfall Peak Flow (cfs)	Floodplain (ac)	Annualized Flood Risk (\$/year)
ECR East & Alto Road	18	265	2	77	40	3	2.6 M
			10	108	54	12	
			100	313	57	26	

Deficient System	Proposed Improvements	Capital Costs (\$)	Total Project Capital Cost (\$)	Project Life Cycle Costs (\$)	Annualized Project Life Cycle Cost (\$)
ECR East & Alto Road	155 LF of 24" RCP	0.2M	11.0M	11.4M	0.5M
	283 ft of 27" RCP	0.3M			
	744 ft of 36" RCP	1.0M			
	861 ft of 48" RCP	1.6M			
	544 LF of 4' X 4' RCB	1.6M			
	348 LF of 5' X 4' RCB	1.1M			
	1,481 LF of 6' X 4' RCB	5.3 M			



PRELIMINARY
EXHIBIT D2



City of Menlo Park
Drainage Master Plan

**Arbor Road
Improvement Project**

San Mateo County, California
March 2023

Legend

- Hot Spot Locations
- Proposed Drainage Pipes
- Channel

**10-Year 24-Hour Floodplain
DEPTH2D**

- <0.5'
- 0.5'-1'
- >1'

Existing Modeled Pipes

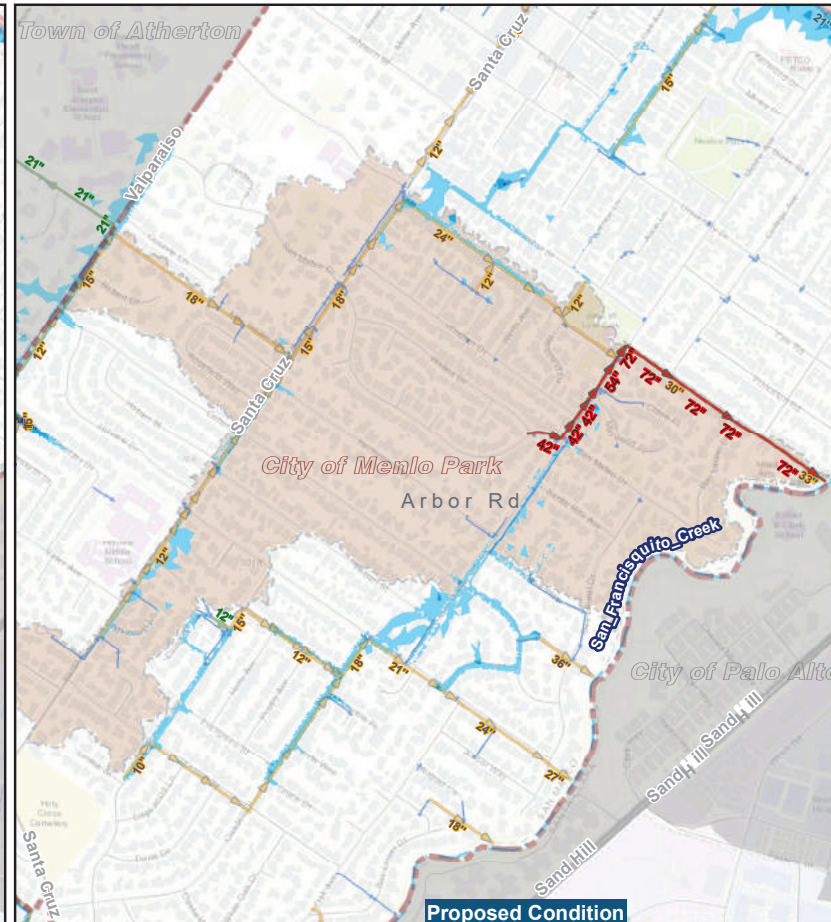
- Others
- Caltrans
- Menlo Park

Existing Non-Modeled Pipes

- Existing Non-Modeled Pipes



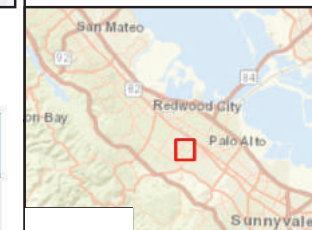
Existing Condition



Proposed Condition

Drainage System	Rainfall (in/year)	Drainage Area (ac)	Design Storm (year)	Total Catchment Runoff (cfs)	Outfall Peak Flow (cfs)	Floodplain (ac)	Annualized Flood Risk (\$/year)
Arbor Road	18	250	2	70	24	3	1.0 M
			10	196	32	20	
			100	310	36	40	

Deficient System	Proposed Improvements	Capital Costs (\$)	Total Project Capital Cost (\$)	Project Life Cycle Costs (\$)	Annualized Project Life Cycle Cost (\$)
Arbor Road	735 LF of 42" RCP	1.3M	7.8M	8.1M	0.4M
	260 LF of 54" RCP	0.6M			
	1,897 LF of 72" RCP	5.9M			



**PRELIMINARY
EXHIBIT D3**



City of Menlo Park
Drainage Master Plan

**Chrysler Drive
Improvement Project**

San Mateo County, California
March 2023

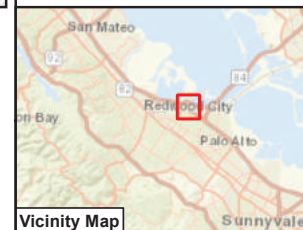
Legend

- Hot Spot Locations
- Proposed Drainage Pipes
- Channel
- 10-Year 24-Hour Floodplain DEPTH2D**
 - <0.5'
 - 0.5'-1'
 - >1'
- Existing Modeled Pipes**
 - Others
 - Caltrans
 - Menlo Park
- Existing Non-Modeled Pipes**
 - Existing Non-Modeled Pipes



Drainage System	Rainfall (in/year)	Drainage Area (ac)	Design Storm (year)	Total Catchment Runoff (cfs)	Outfall Peak Flow (cfs)	Floodplain (ac)	Annualized Flood Risk (\$/year)
Chrysler Drive	17	398	2	194	144	<1	0.3 M
			10	374	153	10	
			100	553	213	21	

Deficient System	Proposed Improvements	Capital Costs (\$)	Total Project Capital Cost (\$)	Project Life Cycle Costs (\$)	Annualized Project Life Cycle Cost (\$)
Chrysler Drive	924 LF of Storm Drains	25	25	2.6	0.1M



PRELIMINARY
EXHIBIT D4

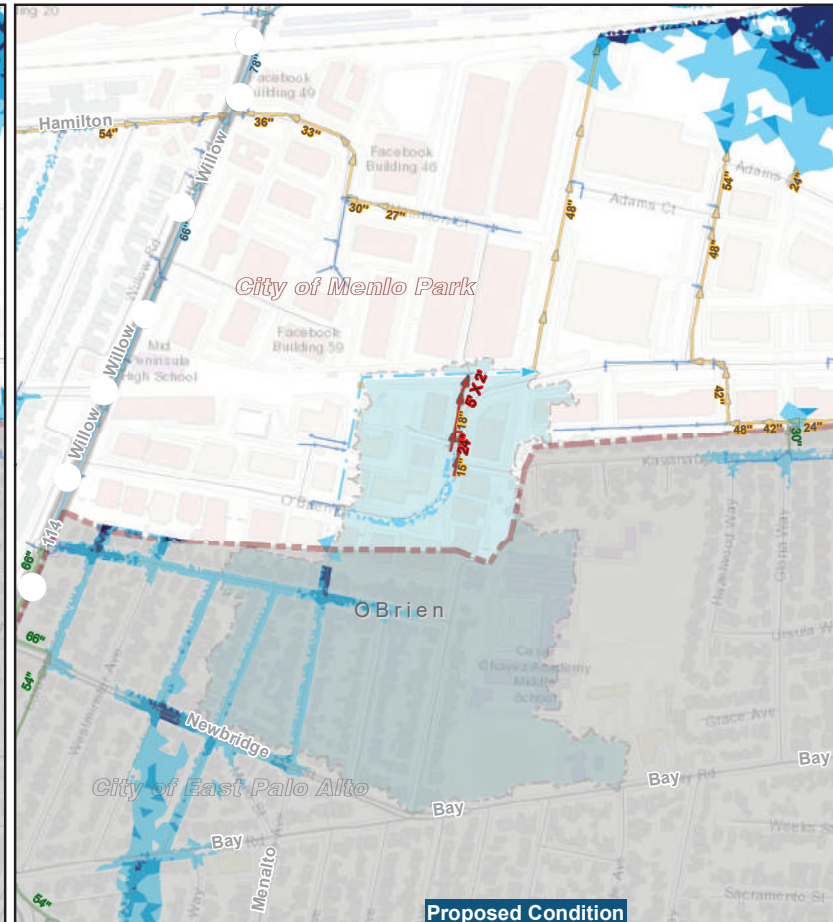
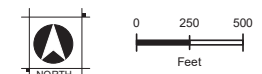
City of Menlo Park
Drainage Master Plan

**O'Brien Drive
Improvement Project**

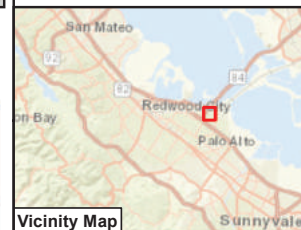
San Mateo County, California
March 2023

Legend

- Hot Spot Locations
- Proposed Drainage Pipes
- Channel
- 10-Year 24-Hour Floodplain**
 - <0.5'
 - 0.5'-1'
 - >1'
- Existing Modeled Pipes**
 - Others
 - Caltrans
 - Menlo Park
- Existing Non-Modeled Pipes**
 - Existing Non-Modeled Pipes

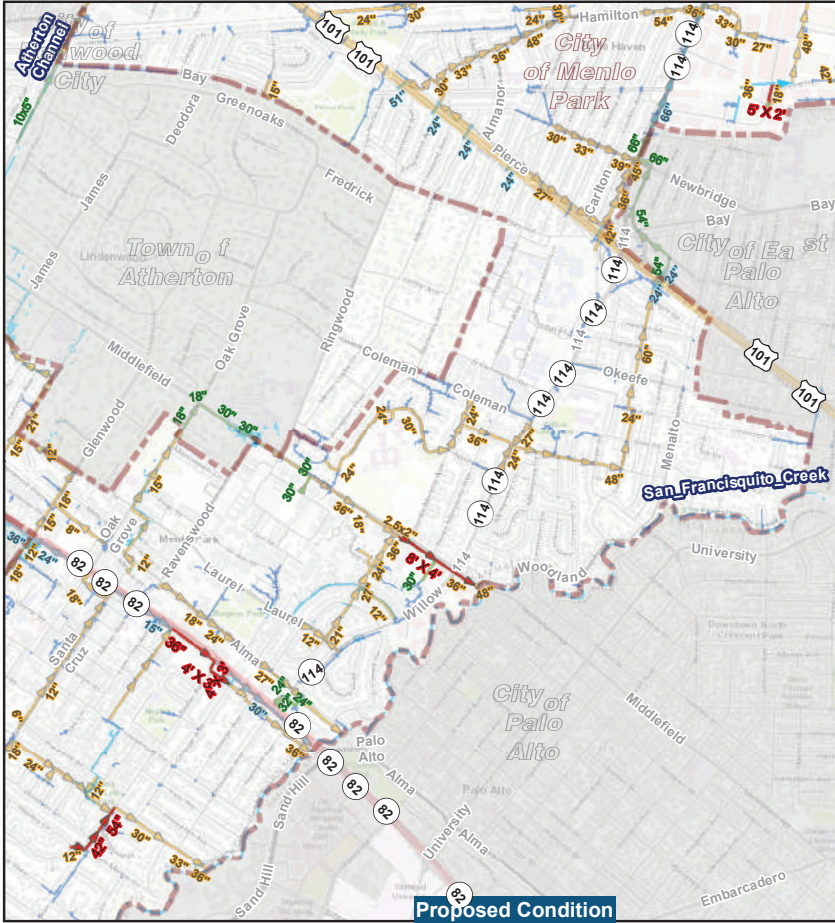
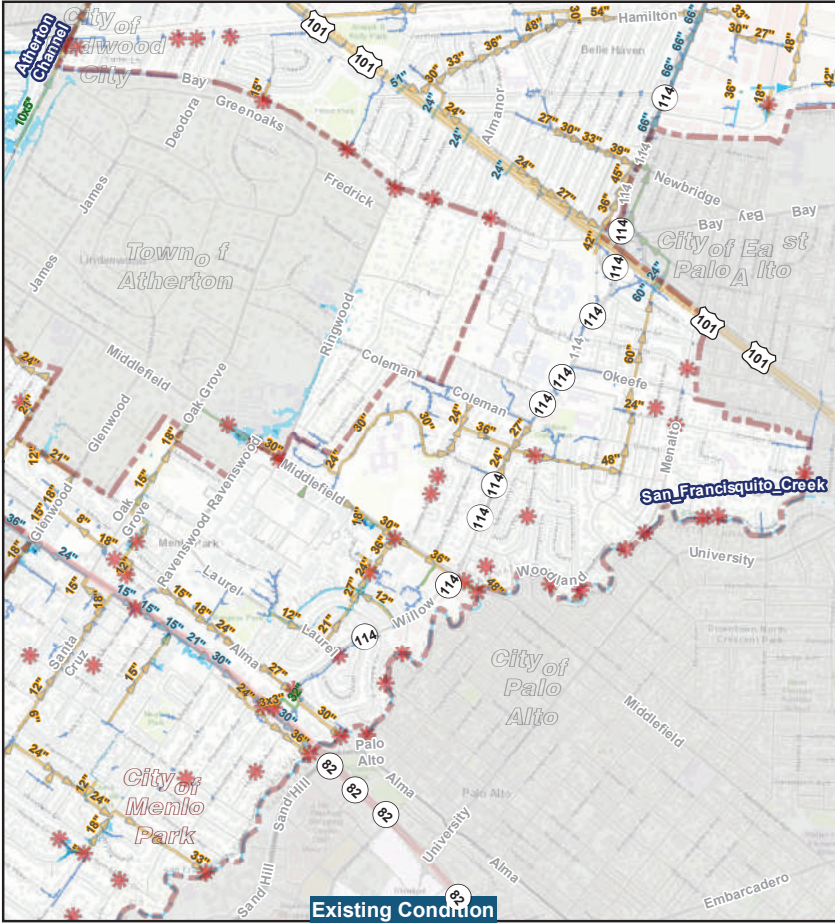


Drainage System	Rainfall (in/year)	Drainage Area (ac)	Design Storm (year)	Total Catchment Runoff (cfs)	Outfall Peak Flow (cfs)	Floodplain (ac)	Annualized Flood Risk (\$/year)	Deficient System	Proposed Improvements	Capital Costs (\$)	Total Project Capital Cost (\$)	Project Life Cycle Costs (\$)	Annualized Project Life Cycle Cost (\$)
O'Brien Drive	16	66	2	26	14	1	0.1 M	O'Brien Drive	103 LF of 24" RCP	0.1M	1.4 M	1.4M	0.1M
			10	59	22	2			5' x 2' LFRCB	0.7M			
			100	93	86	5							



**PRELIMINARY
EXHIBIT D5**





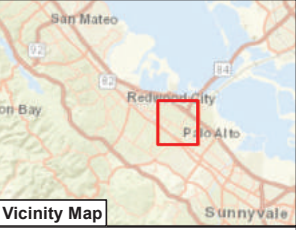
City of Menlo Park
 Drainage Master Plan
2-Year Improvement Project
 San Mateo County, California
 March 2023

Legend

- * Hot Spot Locations
- Proposed Drainage Pipes
- Channel
- 2-year Floodplain**
- DEPTH2D**
- <0.5'
- 0.5'-1'
- >1'
- Existing Modeled Pipes**
- Others
- Caltrans
- Menlo Park
- Existing Non-Modeled Pipes**
- Existing Non-Modeled Pipes

Storm Drain System	Rainfall (in/year)	Drainage Area (ac)	% Impervious	Soil Group	2-Year Q (cfs)	10-Year Q (cfs)	100-Year Q (cfs)
O'Brien	16	66	41	B	14	22	86
Middlefield	18	335	53	B	38	42	45
ECR/ Alto	18	242	40	B	40	54	57
Arbor	18.5	250	18	B	24	32	36

Deficient System	Proposed Improvements	Capital Costs (\$)
O'Brien Middlefield ECR/ Alto Arbor	Storm Sewers	12.0M



PRELIMINARY EXHIBIT E



STORMWATER MASTER PLAN

September 26, 2023





STORM DRAIN SYSTEM



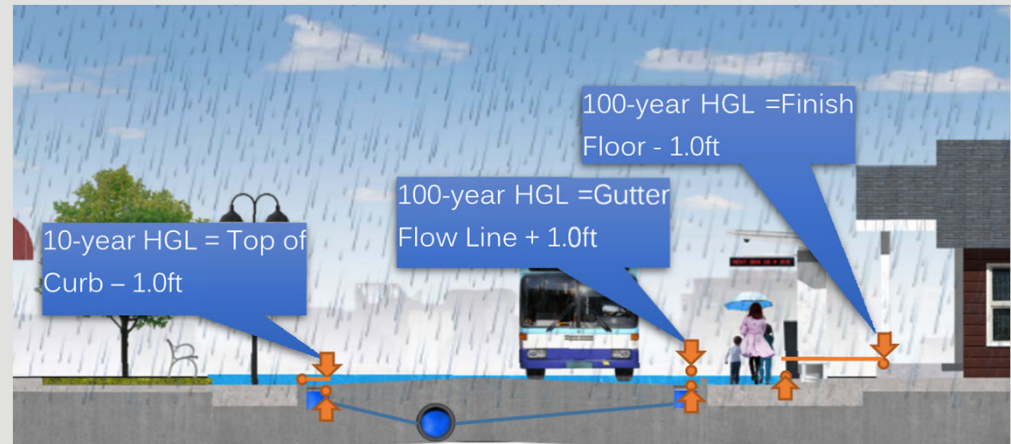
- Mostly built between 1950 – 1965
- 46 miles of storm drain pipes, gutters, manholes, bubblers, catch basins, open channels, and pump stations (\$187M investment)
- Collects and discharges rainwater and runoff, untreated, into San Francisquito Creek, Atherton Channel, and San Francisco Bay
- Provides flood control with sufficient pipe sizes
- Plan at the very beginning for climate change impacts on the storm system for better resiliency/adaptation



STORMWATER MASTER PLAN

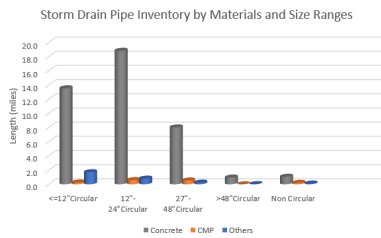


- Last citywide storm drainage needs study was completed in 1990
- Oct 2019, the City Council approved an agreement with Wood Rodgers, Inc. to develop the Plan
- Meet level-of-service goals (10-year design storm for pipes and top of curb)

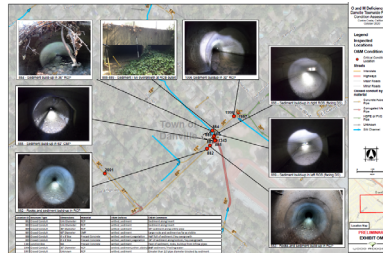


APPROACH | Comprehensive, Realistic, Optimized

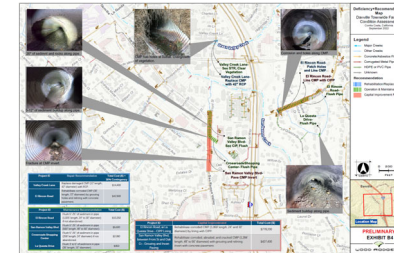
Inventory



Condition Assessment



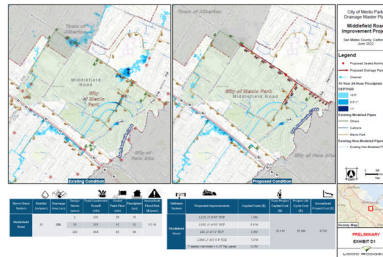
O&M Plan



Flood Risk



Improvement Alternatives

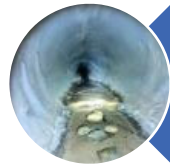


CIP Prioritization

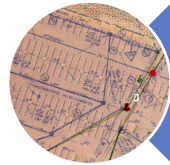
Table 41 – Improvement Project Prioritization

Recommended Improvements	Annualized Flood Risk (\$)	Annualized Project Life Cycle Cost (\$)	Annualized Risk/Annualized Project Life Cycle Cost	Prioritization Ranking
Middlefield Road	502 M	0.72 M	7.0	1
El Camino Real / Alto Lane	2.63 M	0.49 M	5.4	2
Arbol Road	1.01 M	0.35 M	2.9	3
Chrysler Drive	0.31 M	0.11 M	2.8	4
O'Brien Drive	0.09 M	0.06 M	1.5	5

DATABASE | Facility Inventory



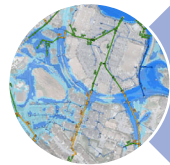
Storm Drainage Facilities



Georeferenced As-Builts



Inspection & Condition
Assessment



Hydrologic & Hydraulic Model
Input

SURVEY + INSPECTION | Site Prioritization

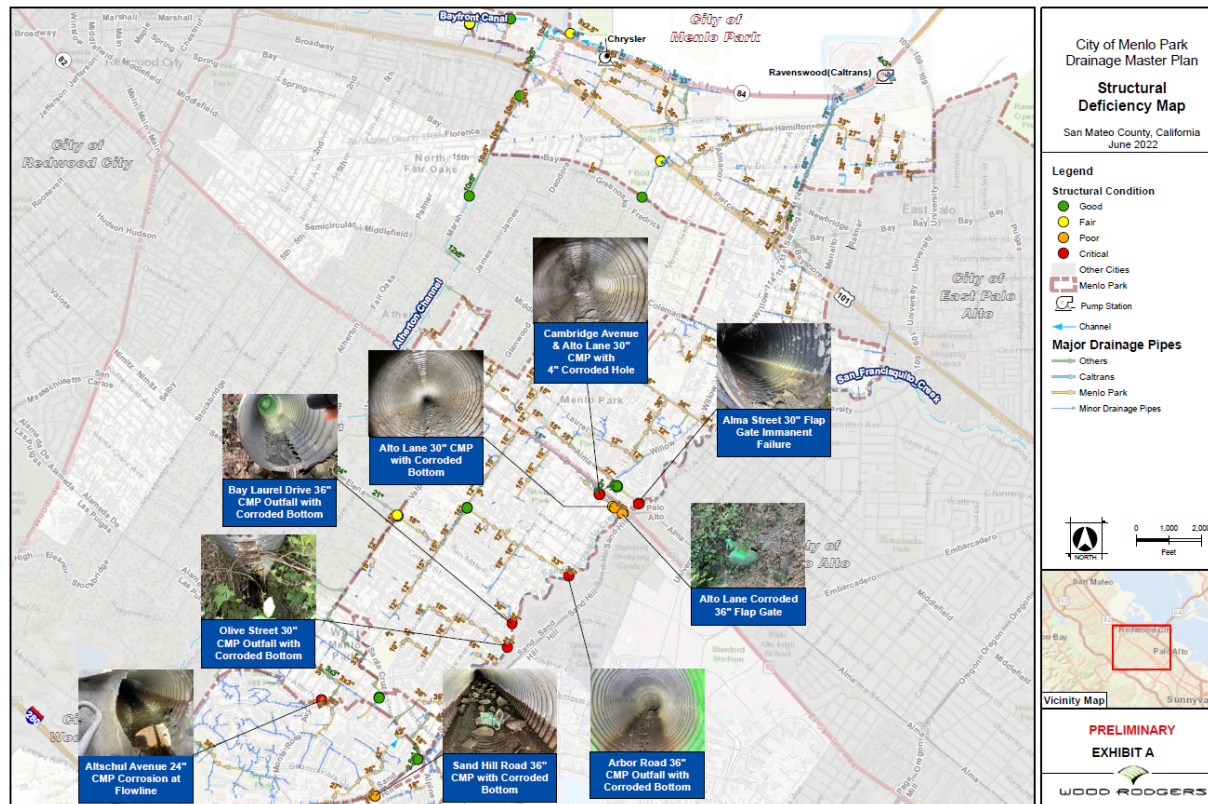


Survey + Inspection
Prioritization

1. Reported flooding & deficient pipe incidents
2. Aged CMPs
3. Upstream inlets, flat slope, backwater & transition
4. Hillsides & outfall structures



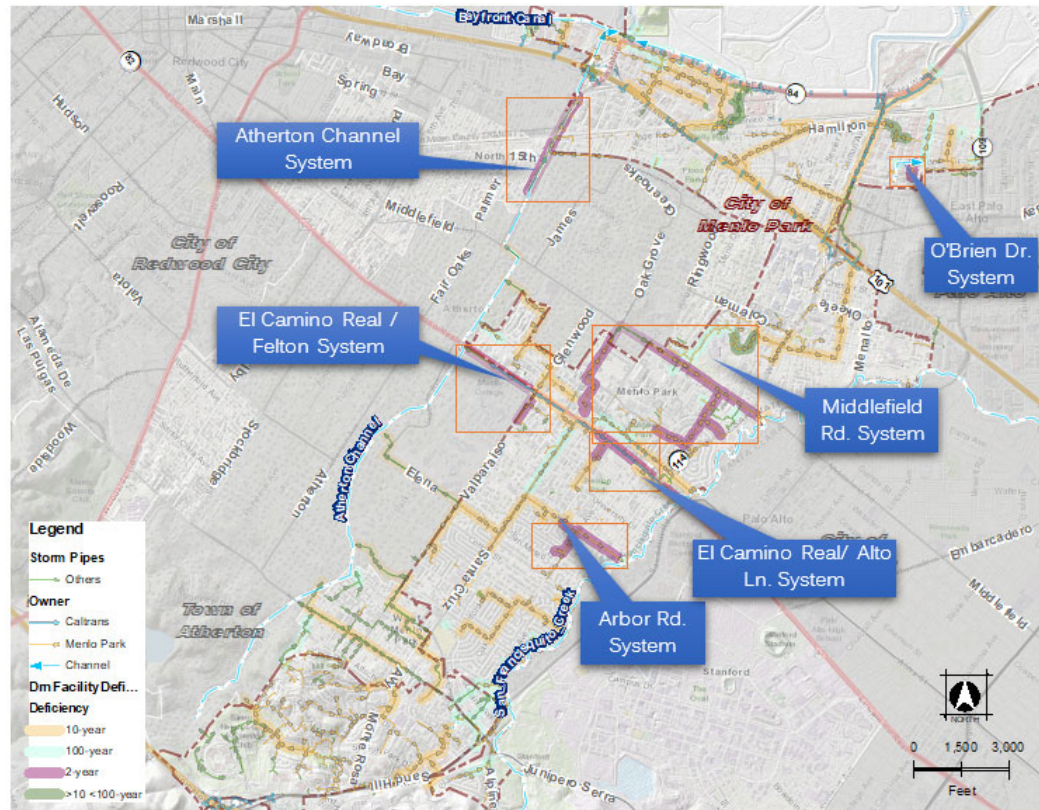
CONDITION ASSESSMENT | Structural Deficiency



CAPACITY ASSESSMENT | Conveyance Deficiency



CAPACITY ASSESSMENT | Conveyance Deficiency



CIP | Recommendations

The 2-year storm improvements are included as part of the 10-year storm improvements.

Drainage Basin	2-Year Storm		10-Year Storm	
	Capital Costs, \$	Total Costs*, \$	Capital Costs, \$	Total Costs*, \$
Middlefield Road	6.2 M	8.7 M	16.4 M	23.0 M
El Camino Real / Alto Lane	2.7 M	3.8 M	11.0 M	15.4 M
Arbor Road	2.3 M	3.2 M	7.8 M	10.9 M
Chrysler Drive	-	-	2.5 M	3.5 M
O'Brien Drive	0.8 M	1.1 M	1.4 M	2.0 M
TOTAL	12.0 M	16.8 M	39.1 M	54.8 M

* Total Costs includes administration, permitting, and project management

Resource Needs | Engineering + O&M

Recommended Improvements	Engineering Staffing Analysis	O&M Staffing Analysis
Total CIP Cost	\$39 M	Maintenance Activities
Administration & Construction Management	\$8 M	
Implementation Schedule	10 years	Recurring Annually
Engineering Staff Salary with Benefits	\$250/ hour	\$100/ hour
Required Staff Hour	3,200 hour/ year	700 hour/ year
Number of Staff (80% billable hours)	2	0.5



NEXT STEPS

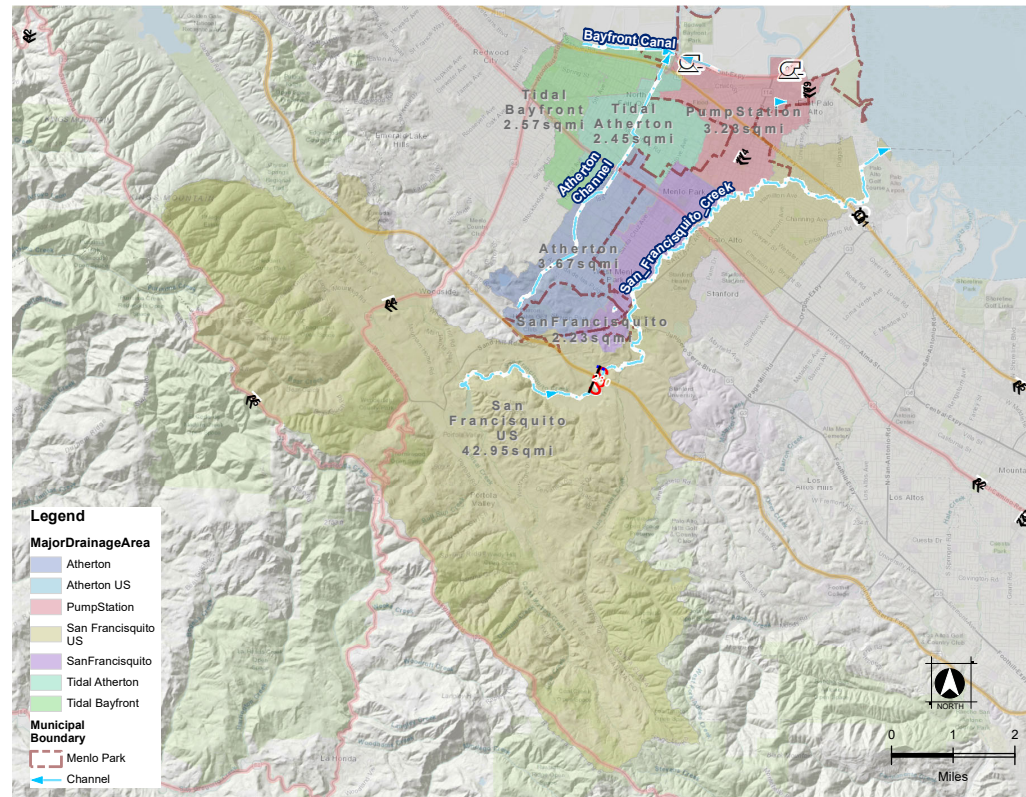


- Tonight - Receive City Council feedback on the Plan
- Tentatively Oct 2023 – Present the Plan to City Council for acceptance
- Spring 2024 – Seek City Council approval for consultant agreement for Storm System Funding Study (funded for this fiscal year)
- Fall 2024 – Complete Storm System Funding Study
- Implementation timeline dependent on funding

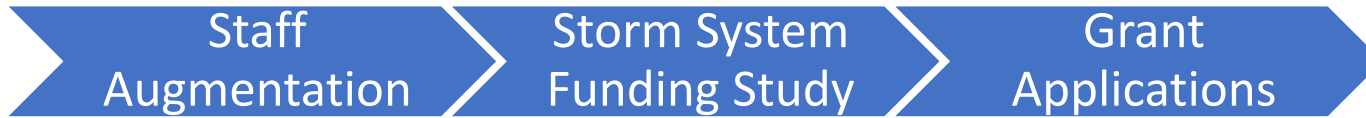


THANK YOU

DRAINAGE SYSTEM | Characteristics



APPROACH | Fundable



OFFICIAL PROPERTY OWNER BALLOT
TOWN OF MORAGA STORMWATER FEE

The purpose, objectives and materials for storm drain systems by:
 - addressing water quality, infrastructure, and art/roofs;
 - protecting drinking water sources from pollutants; and
 - protecting local flooding due to restricted capacity of condition.

shall the Town of Moraga enact an annual stormwater fee in the amount stated on the other side of this ballot that will only be expended on stormwater systems, will be subject to independent audit and program oversight, and will increase in an annual adjustment for inflation equal to the Consumer Price Index, not to exceed 3% per year?

YES, I approve the proposed annual stormwater fee.*

NO, I do not approve the proposed annual stormwater fee.*

I hereby declare, under penalty of perjury, that I am the property owner or owner's authorized representative of the parcel(s) identified on the official ballot.

Signed: _____ Date: _____ Print Name: _____
 Signature of Annual Property Owner or Authorized Representative

*If the proposed fee amount is printed on the back of this ballot, which will appear for no reason here as there are parcels listed. A full schedule of rates is included in the Ballot Book.

THIS BALLOT IS TO BE OPENED BY THE PROPERTY OWNER OR THE CITY OF MORAGA PROPERTY OWNER BALLOT. THIS BALLOT IS TO BE OPENED BY THE PROPERTY OWNER OR THE CITY OF MORAGA PROPERTY OWNER BALLOT. THIS BALLOT IS TO BE OPENED BY THE PROPERTY OWNER OR THE CITY OF MORAGA PROPERTY OWNER BALLOT.

An expenditure of this fee is subject to the local budget of the local agency, and shall not be used for any purpose other than the other side of the Official Property Owner Ballot. This ballot is property owner ballot. It is to be opened by the City of Moraga, May 15, 2019 at 10:00 a.m. at the Town Clerk's Office, 200 River Street, Moraga, CA 94556. The ballot will be rechecked by 5:00 p.m. May 15, 2019 at the Ballot Counting Station at the City of Moraga. You may return your ballot in the Ballot Book. If you do not return your ballot in the Ballot Book, it will be counted as a ballot if received on or before May 15, 2019 at 5:00 p.m. If you do not return your ballot in the Ballot Book, it will be counted as a ballot if received on or before May 15, 2019 at 5:00 p.m.

PLEASE DO NOT WRITE ON THIS SIDE OF THE BALLOT. PLEASE DO NOT WRITE ON THIS SIDE OF THE BALLOT. PLEASE DO NOT WRITE ON THIS SIDE OF THE BALLOT.

U.S. Department of Homeland Security
 1120 Stevenson Drive
 Oakland, CA 94612
FEMA

June 23, 2020

Mark S. Galambucci, Director
 Governor's Authorized Representative
 California Office of Emergency Services
 2400 Schubert Avenue
 Modesto, CA 95335

Reference: Application Approval, Phase One
 20MCP 4434M 418 0178 - Main County Flood Control District
 Stormwater Detention Pond - Supplement # 117

Dear Mr. Galambucci:

We received the submittal for the above referenced project for the Main County Flood Control District (MCFCD) Stormwater Detention Pond - Supplement # 117. We have determined that the project is eligible and Our Funding for the above referenced project. We have determined that the project is eligible and Our Funding for the above referenced project. We have determined that the project is eligible and Our Funding for the above referenced project.

The Phase One eligible costs are \$450,000. The Supplement #117 Obligation Report, we have obligated \$137,500 for up to 75% of the total Federal share amount of \$112,500. (Exclude Pre-Award costs). These funds are available for use on the project.

The Phase One approval is subject to the following:

- Keep the project on schedule. The proposed activity will fund improvements to an existing stormwater detention pond structure that convey stormwater to the detention pond. The proposed activity will fund improvements to an existing stormwater detention pond structure that convey stormwater to the detention pond. The proposed activity will fund improvements to an existing stormwater detention pond structure that convey stormwater to the detention pond.

The approved Phase One will consist of the following activities and deliverables:
 - Design, Permitting and PS & E, 65%, design
 - Provide 65% design when completed for EOP

This review does not cover subsequent phases including construction actions. See ground disturbing activities are permitted without prior notice and approval from FEMA.

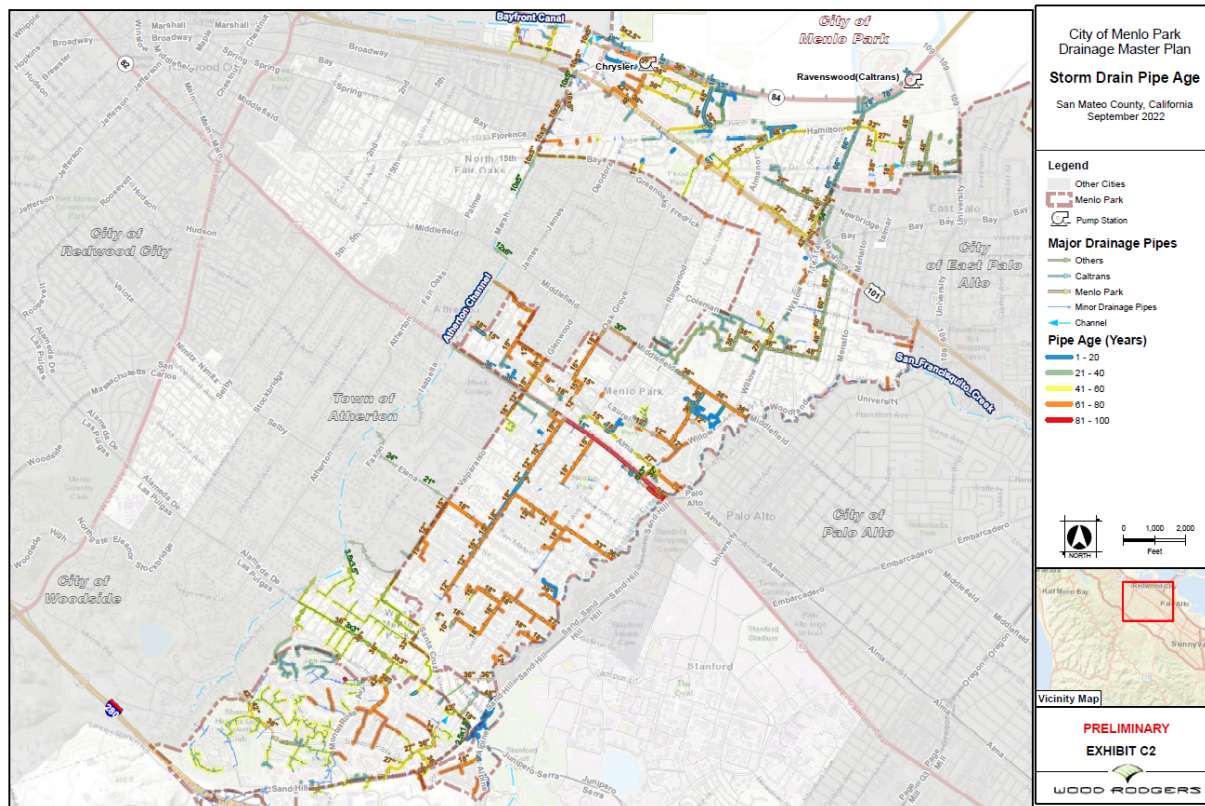


CITY OF
MENLO PARK

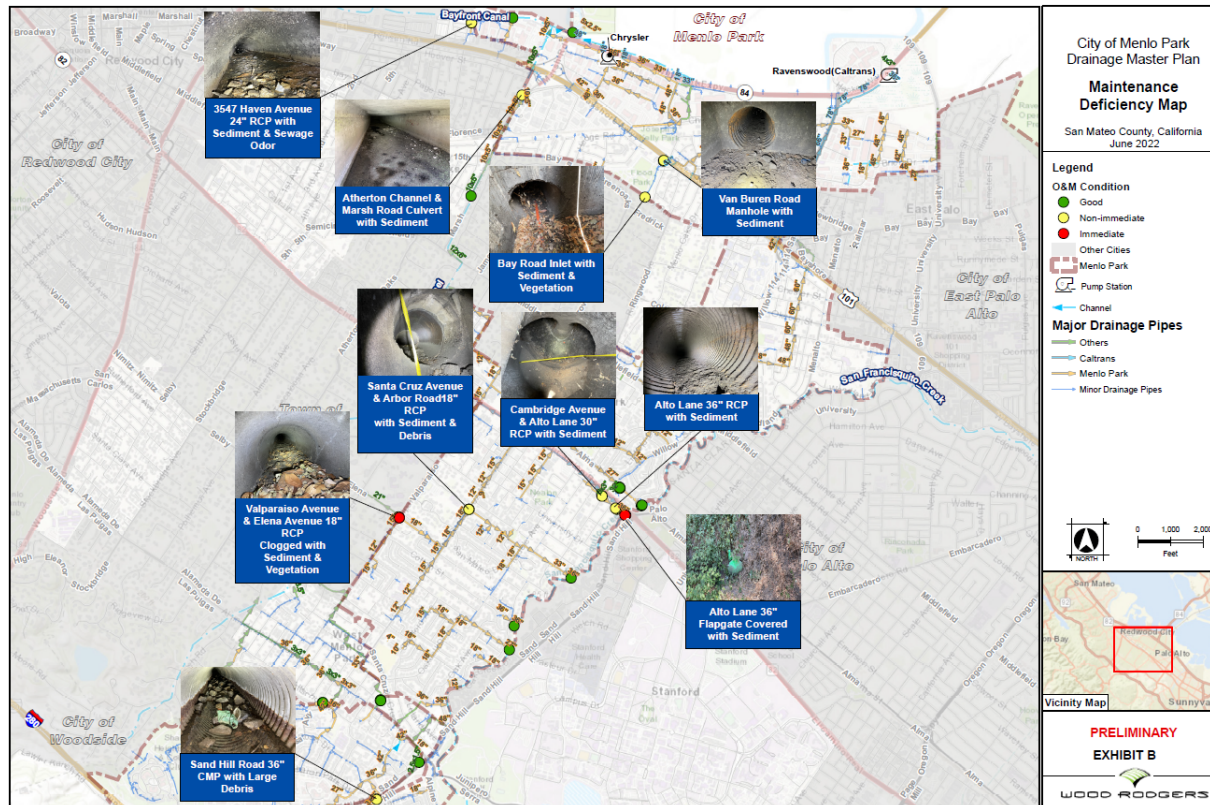


WOOD RODGERS

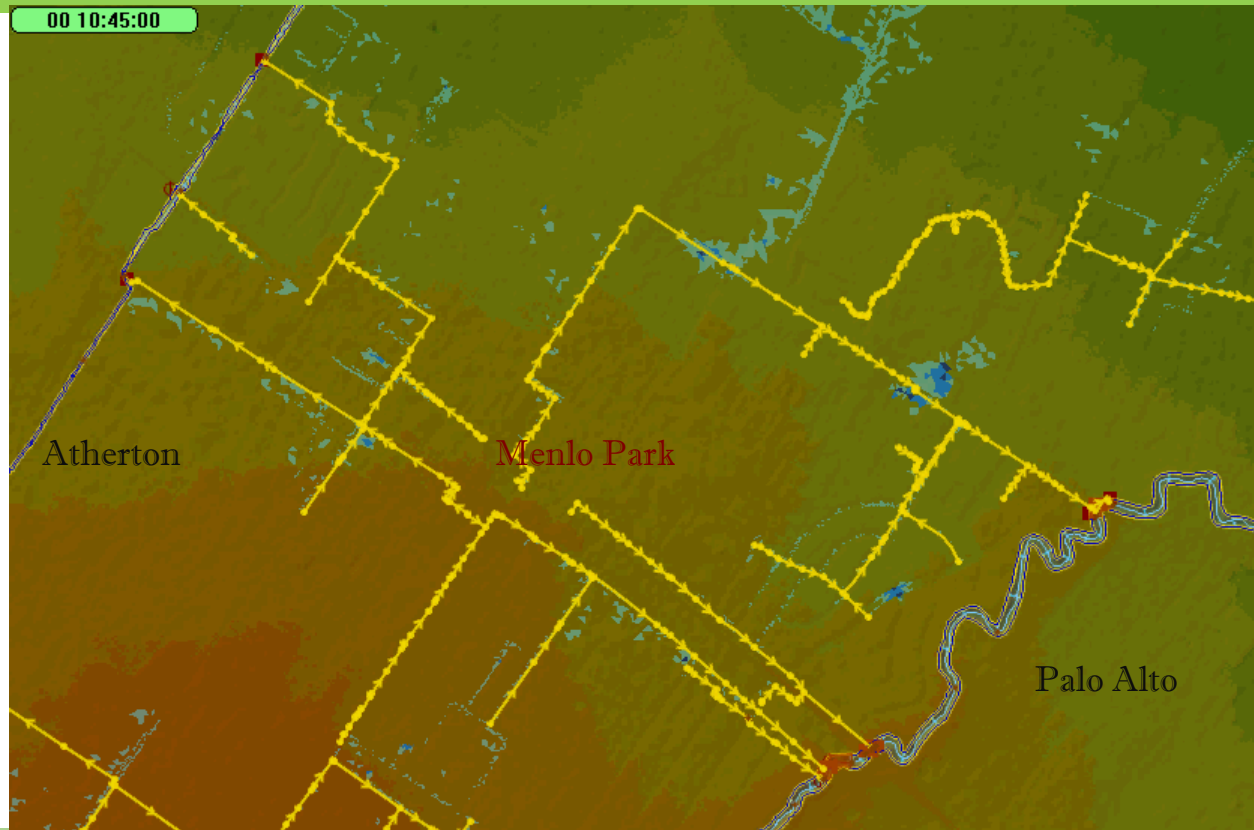
DRAINAGE SYSTEM | Age



CONDITION ASSESSMENT | Maintenance Deficiency



CAPACITY ASSESSMENT | Conveyance Deficiency



FUNDING | Financing Success (and failures)

Recent Stormwater Funding Measures

Recent Stormwater Fee Ballot Measures					
Agency	Year	Annual Amount	Type	Support Level	
City of Sacramento	2022	\$ 207	Fee	52%	*
Vallejo Flood & Storm	2022	\$ 54	Fee	32%	*
City of Davis	2021	\$ 157	Fee	61%	*
City of San Bruno	2021	\$ 154	Fee	36%	*
City of Alameda	2019	\$ 129	Fee	57%	*
City of Cupertino	2019	\$ 56	Fee	51%	*
City of Los Altos	2019	\$ 88	Fee	44%	*
City of Berkeley	2018	\$ 96	Fee	61%	*
Los Angeles County	2018	\$ 83	Tax	69%	*
Town of Moraga	2018	\$ 120	Fee	48%	*
City of Palo Alto	2017	\$ 164	Fee	64%	*
City of Culver City	2016	\$ 99	Tax	74%	



FUNDING | Grant Funding

HAZUS
FLOOD SCENARIO PARAMETERS

HAZUS used the following set of information to define the flood parameters for the flood loss estimate provided in this report:

Study Region Name: Marin_Ex2014_10
 Scenario Name: Ex2014_10
 Return Period Analyzed: 10
 Analysis Options Analyzed: No What-Ifs

Study Region Overview Map
 Illustrating scenario flood extent, as well as exposed essential facilities and total exposure

FEMA **RiskMAP**
Increasing Resilience Together

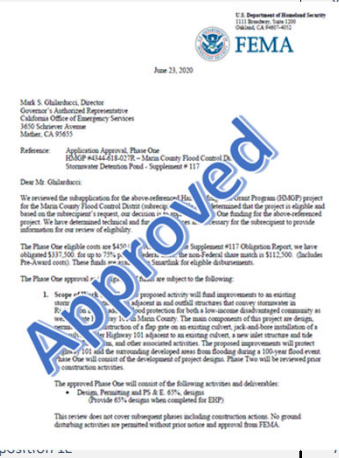
FEMA Benefit-Cost Calculator
V.6.0 (Build 20200729-1959 | Release Notes)

+ Add Project ← Import Projects → Export Projects ↻ Batch Processing 🗑 Delete Projects

Select	Project Title	County, State	Benefits (B)	Costs (C)	BCR (B/C)	Copy
<input checked="" type="checkbox"/>	Marin City Drainage Improvements	Marin, CA	\$ 18,450,744	\$ 12,813,605	1.44	
TOTAL (SELECTED)			\$ 18,450,744	\$ 12,813,605	1.44	
TOTAL			\$ 18,450,744	\$ 12,813,605	1.44	



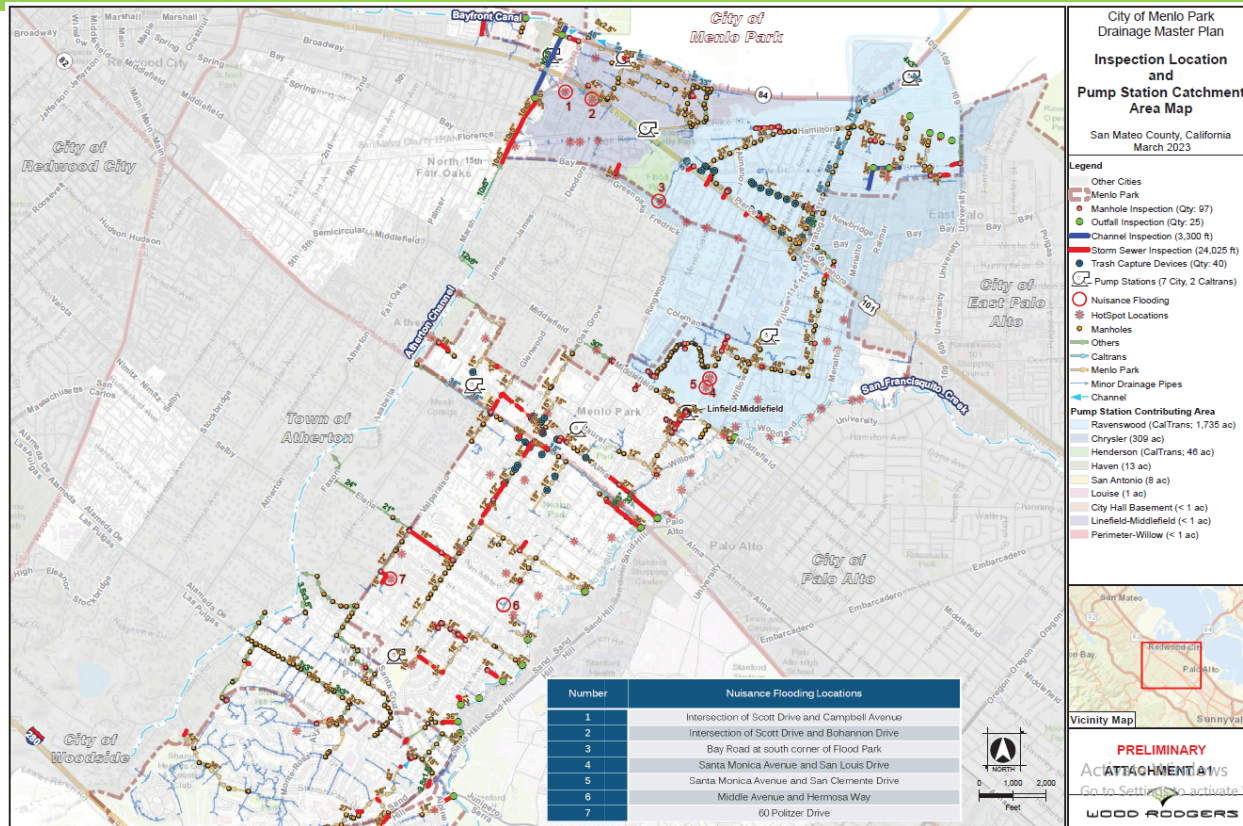
Date of Grant Application	Client	Value of Grant	Funding Source	Was it Successful?
2021	Redwood City, CA	\$ 7,600,000	FEMA HMGP	Yes
2021	Redwood City, CA	\$ 13,100,000	FEMA HMGP	Yes (tentative)
2017	Marin County Flood Control District, CA	\$ 12,000,000	FEMA HMGP	Yes
2015	Alameda County Flood Control District, CA	\$ 3,600,000	FEMA HMGP	Yes
2011	Alameda County Flood Control District, CA	\$ 16,000,000	FEMA HMGP	Yes
2011	City of Salinas, CA	\$ 50,000,000	FEMA HMGP	Yes
2011	City of Rancho Cordova CA	\$ 3,000,000	FEMA HMGP	Yes
2011	Desert Research Institute, NV	\$ 3,000,000	FEMA HMGP	Yes
2011	Washoe County, NV	\$ 3,000,000	FEMA HMGP	Yes
2011	Douglas County / Nevada Tahoe Conservation District, NV	\$ 600,000	FEMA HMGP	Yes
2008	Alameda County Flood Control District, CA	\$ 1,000,000	FEMA HMGP	Yes
2008	Marin County	\$ 180,000	FEMA HMGP	Yes
2007	Levee District No.1	\$ 14,100,000	FEMA HMGP	Yes
2007	RD 2103	\$ 10,800,000	Proposition 1E	Yes
2006	Washoe County, NV	\$ 3,000,000	USFS, Southern Nevada Public Lands Management Act (SNPLMA)	Yes



Funding



O&M MANUAL | Predictive vs. Preventive





STAFF REPORT

City Council Meeting Date: 9/26/2023
Staff Report Number: 23-215-CC

Study Session: Provide direction on a proposal to install Flock fixed automated license plate readers with gunshot detection capability citywide

Recommendation

Staff seeks to understand and address any questions or concern from City Council and the public on the use of fixed license plate reader technology and its public safety purpose. Staff seeks direction from the City Council on public safety deployment of fixed automated license plate readers (ALPRs) with integrated gunshot detection citywide, utilizing Flock technology. Staff anticipates bringing forward a revised department policy for review and seeks direction to return to City Council with a budget amendment and amended municipal ordinance for approval.

Policy Issues

ALPR technology receives guidelines and governance from state and local law, and from agency policy.

California Civil Code (1798.90.5 *et seq.* – Attachment A) requires that any public agency provide an opportunity for public comment at a regularly scheduled public meeting prior to implementation of an ALPR program. The Menlo Park Police Department (MPPD) has been operating ALPRs via readers mounted on police patrol cars since 2013-2014, and has brought requests before council on several occasions. Although this program is long implemented and the statutory Civil Code requirement has technically been met, this department has reoriented the City Council and the public to the technology numerous times, each time providing an educational overview and opportunity for public comment, most recently in June 2021 (Attachment B). This study session will provide a similar education and opportunity.

The City of Menlo Park also has a Municipal Code (Chapter 2.56) that speaks to our process of collecting, utilizing, and retaining public safety data such as collected by this type of equipment. This Municipal Code Section was established in conjunction with our original ALPR deployment in 2014. Before deployment of the proposed fixed ALPRs in this study session, we will be reviewing and revising the Municipal Code to ensure it applies properly to both mobile (mounted to vehicles) and fixed (Flock) ALPRs, and the data collected by both systems. The current Municipal Code is listed below as Attachment C.

MPPD has a comprehensive Lexipol policy governing ALPRs (Policy 462), which provides strict guidelines for administration, operation, data collection and retention, accountability and training, as well as auditing and reporting (as in our quarterly report). This policy will also be thoroughly reviewed and updated prior to deployment of the fixed ALPRs to ensure any factors around the new technology are properly addressed. The current MPPD Lexipol Policy is listed below as Attachment D.

Background

What is ALPR technology, and how is it used?

ALPR are cameras, either fixed or placed on a vehicle that record vehicle description data, location and date / time. This technology is as objective and unbiased as possible, only recording this descriptive detail and nothing about the personal characteristics or identifying information of drivers.

Once this information is collected by the system, the automated system checks the license plate data against the same state databases that police officers use to check vehicle license plates. This includes stolen vehicles and other crime suspect vehicles listed in the database connected to crimes, missing persons related vehicles, and other “stop requests” that law enforcement agencies have placed in the system. Any license plates matching law enforcement identified vehicles are relayed to officers and dispatchers monitoring the system as an alert. Time permitting, officers may attempt to locate vehicles related to alerts. Every alert would ultimately be confirmed with the originating agency, and an alert itself would not constitute enough probable cause for an arrest.

MPPD currently deploys mobile ALPRs on three patrol vehicles. These were refreshed in 2021 to replace hardware on all three vehicles. Equipping a police vehicle with ALPR technology hardware costs over \$15,000 per vehicle.

All of the data collected by the ALPR system is held temporarily in a secured database with the Northern California Regional Intelligence Center (NCRIC). Our current City Ordinance governs a retention of this data for six months before it is expunged. This six month timeline is aggressively short in comparison to many agencies which hold this data for up to two years.

Opportunity for implementation of Flock fixed ALPRs

Flock Safety (i.e., “Flock”) began its technology company in 2017 as a more efficient and less expensive alternative to the ALPR technology available at the time. The company quickly grew in capability and coverage, and over the past several years, ALPR cameras using Flock technology have become ubiquitous throughout San Mateo County and prevalent throughout the San Francisco Bay Area. Nearly all the cities surrounding Menlo Park have Flock cameras deployed or soon to be deployed, and MPPD currently has an access agreement with Flock enabling our personnel to make investigative inquiries to Flock’s database. This access has enabled MPPD personnel to solve some cases in ways that would not be possible without this access. However, Menlo Park does not currently have these fixed cameras in our jurisdiction. Our current investigative capabilities are limited to information available from other jurisdictions, and the ability of MPPD personnel to track suspects of crime directly from the scene in our own city has limitations that our neighboring agencies do not.

Flock fixed license plate readers are much less expensive and easier to install than mobile ALPRs on vehicles. They also provide the advantage of always being in service, while vehicle mounted cameras only serve when and where officers drive ALPR vehicles. Fixed ALPRs provide coverage that results in much more consistent and unbiased data collection.

For the first 30 days after data is collected by the Flock system, the searchable data is more robust – it includes the vehicle color and general details, so that for this period of time, personnel with a documented investigative reason may search in more detail for vehicles involved in crime, safety, and/or missing persons cases to more precisely and accurately sort through data. Access to this data is a critical and incredibly valuable resource that is available for a purposely limited time. Following the 30 days after collection, only the basic license plate, date, time, and location data is retained for the six-month retention period. The software, along with the City’s policies are meant to be utilized in a way that only minimally intrudes on any privacy concerns.

Size of the camera deployment

We originally proposed a pilot program with fewer cameras, however after a presentation to the City Council's Ad Hoc Reimagining Public Safety Subcommittee earlier this year and subsequent feedback and discussion, it made more sense to request equitable deployment of Flock cameras across the entire city jurisdiction. This was accomplished through collaboration between MPPD and Flock to identify the locations that would provide the most comprehensive and fair collection of information. We selected 36 camera locations citywide.

Integration of firearm discharge detection technology

Firearm-discharge detection technology is already available in adjoining areas of Redwood City, North Fair Oaks, and East Palo Alto through other vendors, and incorporating it with Flock makes more fiscal sense than engaging with this capability ala carte from another vendor. The other jurisdictions have multiple examples of gunshot detection being the only reporting party of shooting incidents, providing potentially life-saving efficiency in the event of such a violent crime. We know the dynamic of uncertainty with regard to residents reporting crimes in progress also extends to Menlo Park. Although this is an area we are continually improving through trust-building, we feel that this is an important safety tool to add.

Flock establishes a four square mile area of our City for gunshot recognition using their Raven technology. This system identifies and locates gunshots, sends the information via an alert to officers for verification, and instantly integrates with local flock ALPRs to assist in immediate gathering of relevant license plate data. This adds an element of instant identification for a potential life-threatening situation, and significantly shortens investigation time while providing near real-time investigative information to responding officers.

Analysis

With direction from City Council, the MPPD will be requesting the deployment of 36 fixed ALPR cameras, which include integrated technology for firearm discharge detection covering four square miles of Menlo Park and covering the majority of the urbanized land area. The cameras are fairly evenly distributed throughout our City jurisdiction, with particular attention to access points into and out of Menlo Park, and with consideration to the Flock networks in place or planned for our adjacent jurisdictions.

The following are several factors that are in consideration:

Cost

The installation of 36 fixed ALPRs and integrated gunshot technology will require an initial expense of \$284,900 and ongoing cost of \$251,500 annually. The initial agreement composed by Flock includes the expenses for the first two years, totaling \$536,400. The \$251,500 annual cost after year two would cover the use of the cameras, maintenance, and the software program required to operate and access the system.

There have been questions raised about any added staff expense related to the use of Flock systems. The question originated from a report in another jurisdiction that was a contract town for police services by a Sheriff's Office. The Sheriff's Office billed the town for staff investigations that they were able to do with Flock, and this became an unanticipated expense within the contract. Since we are an incorporated city, utilizing staff already budgeted and authorized, this type of unanticipated staff expense would not occur in Menlo Park. In fact, we anticipate that the addition of Flock information from within this City will provide efficiencies in our investigative time that will allow us more ability to focus on other public safety priorities.

Sole source acquisition of Flock technology

We are seeking a sole-source procurement for Flock for the simple reason that it is already in use for

monitoring and investigation by MPPD personnel with regard to other agency data, and is the ubiquitous service used throughout the Bay Area. Flock currently has cameras either deployed, or deployment authorized/pending, in nearly every city from Daly City to Palo Alto, along with several cities in the southern, eastern and northern Bay Area. This creates a robust information-sharing network between cities that massively improves investigative capability. Menlo Park already utilizes other cities' data for our investigations. We wish to continue being a "team player" with our allied police agencies throughout the Bay Area.

Security and privacy of data collected

Data collected by Flock cameras in our jurisdiction is owned by our agency and will never be sold or shared by Flock to any private entities. The information collected by flock cameras, which is more detailed than our mobile ALPRs as it includes color and make of the vehicle in addition to license plate, is available on Flock's server for 30 days and provides much better investigative information. After 30 days, it is automatically deleted from Flock's secure server. The data that we typically collect – license plate, date, time and location – will pass through and be retained in the standard database that we currently use through the Northern California Regional Information Center (NCRIC) for the remainder of the six-month period according to our current ordinance and policy.

Any of this data that becomes evidence in an investigation may be held and retained as evidence for longer, according to statutes of limitations for the related crime and court cases.

This descriptive information about the vehicles is the only data that is collected. This is not facial recognition or predictive policing software. No Personal Identifying Information (known as PII) is collected or contained in Flock, and the system is not connected to Department of Motor Vehicles (DMV) registration information or insurance databases (e.g., Carfax).

Flock does sell their products to private parties, who collect their own data. This is generally for security purposes related to those private entities, but often they do allow for privately collected data to be shared to local law enforcement and added to the law enforcement database. To be clear – this is a one-way proposition. MPPD will accept verified data from private security sources, but will absolutely not share our collected information with any private entities.

Because this data that is being collected is so objective, and because it is being collected constantly by machines that do not discriminate and collect every plate they can read, this system is incredibly neutral and unbiased. Our deployment of these cameras equitably across our jurisdiction, so that we are collecting data from all parts of our City, only adds to that fairness and objectivity.

Our access controls for investigation add to the security of the data. Every notification coming from the system is related to a legitimate entry by a law enforcement agency, and every inquiry to the system requires a certification by the inquiring officer that is tracked and completely auditable.

With regard to the Raven firearm discharge detection data that system collects only short audio files of the gunshot incident. It does not activate based on people or noises, and stores just the noise of the event, and associated license plate information that may represent witnesses, suspects and potential victims. This data is also retained for only 30 days, unless it becomes evidence in a case.

Alerts and "flags" within the Flock system

Data collected by the Flock ALPR system through the cameras is automatically compared to "hot sheet" information that is exactly the same as the secure and restricted system used by officers for inquiries through the dispatch center. Only alerts that exist in this system – for example stolen vehicles, wanted or

missing person data connected to a vehicle already in the state database, or other Department of Justice “DOJ stops” that have already met the scrupulous standards of the state database - will result in notifications.

With additional required case numbers and investigative need, officers can also place “flags” in the Flock system for crimes that are in progress or recently occurred, or ongoing investigations where it is necessary to locate and/or stop a suspect vehicle. These manual “flags” will require a supervisor’s approval in the policy update and need to meet standards of an ongoing investigation. Such manual “flags” will have either an automated or manually input deletion from the system within a reasonable time after they are entered.

Any alerts or “flags” that are reported to officers are required to be confirmed prior to any arrest or final action of our officers, within reasonable safety and time constraints.

Transparency portal and availability of public information

As part of our agreement with Flock, the company will help MPPD set up and maintain a transparency portal webpage, similar to those established by many police agencies. The transparency portal will include a description of the technology as well as data showing vehicles detected, hotlist hits, and investigative searches by officers over the most recent 30 days. We will have this data also available as part of our quarterly reporting to City Council. Examples of other cities’ transparency portals are provided in Attachment E.

Placement of the Flock cameras and Raven detection system

The logistical placement of the ALPR camera system and the devices using Raven gunshot detection technology were made in a collaborative effort between Flock Staff and MPPD in-house experts on vehicular escape routes, city boundaries, other already deployed ALPRs, and traffic patterns, an extensive understanding of the hardware and technology capabilities, and city infrastructure. The cameras are deployed to cover major traffic arterials, high frequency travel areas, and routes into and out of Menlo Park relative to crime and traffic patterns.

Impact on City Resources

The impact to budget will be \$284,900 in the first year, with an ongoing budgeted expense of \$251,500. For a reference point, this annual cost is approximately equal to the fiscal impact of one sworn employee of the MPPD (1.75 x average annual salary).

Table 1: Flock project costs	
Item	Cost
Flock Falcon ALPR cameras (36 at about \$3,000 each)	\$108,000
Flock Raven gunshot detection system (four square mile at approx. \$35,000 / square mile)	\$140,000
Flock advanced search operating system	(Annual) \$3,500
Total ongoing – cameras and detection, software and secure data storage	\$251,500
Professional services implementation fees (first year only)	\$33,400
Total first year	\$284,900

Costs are accurate, but approximate, based on the proposed agreement with Flock.

Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §15378.

Public Notice

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

Attachments

- A. Hyperlink – California Civil Code 1798.90.5 et seq.:
leginfo.ca.gov/faces/codes_displayText.xhtml?lawCode=CIV&division=3.&title=1.81.23.&part=4.&chapter=&article
- B. Hyperlink – MPPD staff report from June 2021 – ALPRs:
menlopark.gov/files/sharedassets/public/v/1/agendas-and-minutes/city-council/2021-meetings/agendas/20210628-city-council-agenda-packet.pdf#page=62
- C. Hyperlink – Menlo Park Municipal Code Chapter 2.56:
codepublishing.com/CA/MenloPark/#!/MenloPark02/MenloPark0256.html#2.56
- D. Hyperlink – MPPD Policy Manual – ALPR (Policy 462, page 439):
menlopark.gov/Government/Departments/Police/Transparency/Department-policies/Department-policy-manual
- E. Hyperlinks – Examples of Flock transparency portal:
San Mateo PD: transparency.flocksafety.com/san-mateo-ca-pd
Piedmont PD: transparency.flocksafety.com/piedmont-ca-pd
San Jose PD: transparency.flocksafety.com/san-jose-ca-pd

Report prepared by:
Dave Norris, Police Chief

Report reviewed by:
Justin Murphy, City Manager
Stephen Stolte, Assistant City Manager

A wide landscape photograph showing a river or stream winding through a green, hilly area. The sky is filled with large, white and grey clouds, suggesting a bright but slightly overcast day. The water reflects the sky and the surrounding greenery.

POLICE DEPARTMENT - STUDY SESSION ALPRS & GUNSHOT DETECTION

Sept. 26, 2023

OBJECTIVES & RECOMMENDATION



- **Understand and address questions and/or concerns from our public and City Council**
- **Receive direction from the City Council:**
 - **Direction to proceed with preparation for Public Safety deployment of fixed Automated License Plate Readers (ALPRs) and Gunshot Detection Technology**
 - **Major themes and issues to be addressed while reviewing and modifying Menlo Park Municipal Code and Menlo Park Police Department Policy specifically related to data collection retention and use related to ALPRs**
 - **Return with a proposed agreement, budget amendment request, and modified Municipal Ordinance for approval, as well as a draft Policy for review.**



MENLO PARK PD – HISTORY & BACKGROUND - ALPR



Automated License Plate Readers at Menlo Park PD:

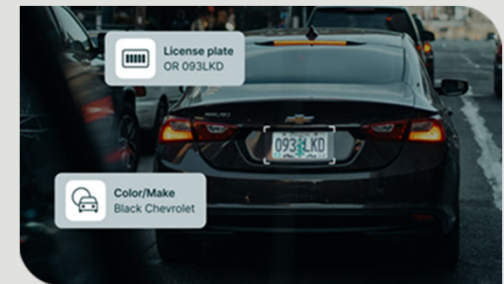
- In operation as “Mobile ALPRs” since 2013-14
 - 3 vehicles currently deployed with ALPR technology
 - ALPR data retention to restricted to 6 months by City Ordinance in 2013.
- MPPD signed a “Memorandum of Understanding” (MOU) with Flock Safety (“Flock”) in 2022, providing access to Flock ALPR data from Law Enforcement partners, with access approved by mutual agreement with each participating agency.

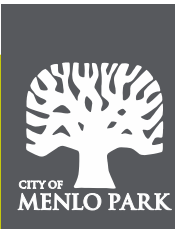


WHAT ARE ALPRS, AND HOW DO THEY WORK?



- **Automated License Plate Readers (ALPRs) may be either:**
 - **Mobile (mounted to a vehicle or other movable apparatus)**
 - **Fixed (placed permanently or semi-permanently in one location)**
- **ALPRs use high-resolution video to identify vehicle characteristics**
 - **License plate, date, time location**
 - **Additional characteristics (i.e. make / color)***
- **This information becomes DATA (Owned by MPPD)**

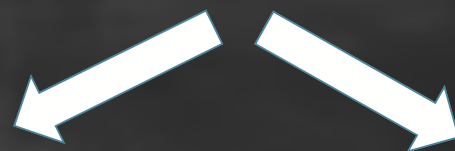




HOW DOES ALPR DATA WORK?

1. Camera retrieves digital information (data)
2. Data belongs to MPPD (exclusive control)
3. Data checked against “hotlist”

**All data relayed
via end-to-end
encryption to
secured storage.**



**Hotlist alerts
relayed to Officers**

Hotlist:

- **Wanted Vehicles**
- **Vehicles associated with Wanted People**
- **Missing Adults and Children**
- **Amber Alerts, etc.**



HOW DOES ALPR DATA WORK?



4. **Stored data is securely held in server (NCRIC *)**
5. **Information is accessible only with Officer ID, case or incident number, and valid reason (all agencies)**
6. **Data is purged by MP City Ordinance after 6 months † (most agencies are 1 year)**

*** If activated, Flock's server is also highly secure**

† Flock, if activated, purges data after 30 days. By Agency option, NCRIC may still hold for 6 months.



ABOUT DATA SHARING



- **Data that goes to NCRIC is shared with Bay Area Agencies and other Law Enforcement Agencies**
 - **subject to strict auditing**
 - **accessible only with specific requestor ID information plus need and right to know**
- **NCRIC does not share information for the sole purpose of Immigration Enforcement (CA Values Act)**



SHARING - HOW DOES FLOCK DIFFER?



- **Flock is designed to also share data with Bay Area Agencies and other Law Enforcement Agencies**
 - **subject to strict auditing**
 - **accessible only with specific requestor ID information plus need and right to know**
- **Sharing via Flock requires agencies to mutually agree to share data, and all agency policies require an approval process for this. (Chief's Authorization)**
- **Flock never shares or sells data. It belongs to MPPD.**



WHY FLOCK?

- **More economical, efficient equipment**
- **Fixed ALPRs are far more objective and indiscriminate than mobile ALPRs**
 - Single location 24-7-365 vs. dependent on where and when officers drive on patrol.
- **Law Enforcement information sharing**
 - Existing / Planned in nearly every city from Daly City to Palo Alto on the Peninsula, providing a critical network of monitoring for criminal activity.
 - This is a tremendous amount of license plate information. The only pieces of that data reach Law Enforcement under legitimate public safety circumstances two ways
 - Alerts from hot list
 - Investigative searches with strict accountability

NOTE –
Bay Area Agencies consistently conduct investigative searches for less than a tenth of 1% of plates recorded by the system.

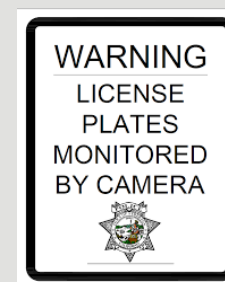
Hotlists alert on 1 to 2 license plates per 1000 read, per NCRIC.

The rest of that data sits securely and privately in the server until it is purged. **(99.5%)**
(never exposed to anyone)



WHY FLOCK, CONT'D -

- **Proven and tested crime fighting and public safety tool:**
 - Can be placed strategically based on traffic patterns and ingress/egress from our community
 - Serve as a strong deterrent to criminal activity
 - Fixed perimeter of Flock cameras provide real time alerts to established crime-related vehicles entering our neighborhoods
 - Provide a significantly more useful tool for investigations than Mobile ALPRs, and are an enormous and time-saving supplement to investigative activity



LOCAL EXAMPLE:

Shooting Incidents on Windermere on Coleman and at 7-Eleven Oak Grove in the last 13 months would have been solved or significantly aided by local ALPRs.



WHY FLOCK, CONT'D -

- **While robustly present on the San Mateo Peninsula, Flock maintains objectivity, ethics and integrity.**
 - All data end-to-end encrypted, stored securely and owned by the agency (NEVER sold or shared by Flock)
 - Fully auditable, and requiring accountability and legitimate public safety reasons for access to data
 - Retention period within Flock's server is purposely short (30 days)
 - Provides a **Public Transparency Portal** tracking the latest 30 days of activity
 - It is NOT:
 - Facial recognition
 - Predictive policing
 - Connected to DMV registration information or other third parties like Carfax
 - Holding personal identifying information of ANY kind



WHY FLOCK, CONT'D –

TRANSPARENCY PORTAL

Piedmont CA PD
Transparency Portal
Last Updated: Mon Sep 25 2023

Overview

The Piedmont Police Department uses Flock Safety's Operating System to capture objective evidence without compromising on individual privacy. Piedmont PD utilizes retroactive search to solve crimes after they've occurred. Additionally, PPD utilizes real-time alerting of hotlist vehicles to capture wanted criminals. In an effort to be open with the public to demonstrate our proper usage and communicate what guardrails are in place, we have made the below policies and usage statistics available to the public.

Policies



What's Detected

Vehicles, License Plates



What's Not Detected

Facial recognition, People, Gender, Race

Usage



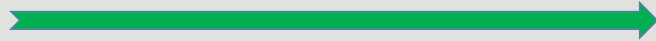
Data retention

60 days



Number of owned cameras

39



Search Audit

[Download CSV](#)

Additional Info

Full ALPR Policy

Piedmont PD's full ALPR policy can be found at the following link:

[https://www.ci.piedmont.ca.us/UserFiles/Servers/Server_13659739/File/Government/Departments/Police%20Department/Automated_License_Plate_Readers__ALPRs_%20\(5\).pdf](https://www.ci.piedmont.ca.us/UserFiles/Servers/Server_13659739/File/Government/Departments/Police%20Department/Automated_License_Plate_Readers__ALPRs_%20(5).pdf)

Disclaimer

The Piedmont Police Department is in the process of transitioning all of its cameras to Flock Safety and so the ALPR data reflected in the Transparency Portal is not reflective of all the data the Department is collecting.

Provided by Flock Safety



What's Not Detected

Facial recognition, People, Gender, Race



Acceptable Use Policy

Data is used for law enforcement purposes only. Data is owned by Piedmont PD and is never sold to 3rd parties.



Prohibited Uses

Immigration enforcement, traffic enforcement, harassment or intimidation, usage based solely on a protected class (i.e. race, sex, religion), Personal use.



Access Policy

All system access requires a valid case number and is stored indefinitely. This data is regularly audited every 90 days.



Hotlist Policy

Hotlist hits are required to be human verified prior to action.



Number of owned cameras

39



External agencies who have access

ACRATT - CA, Alameda CA PD, Albany CA PD, Antioch CA PD, Atherton CA PD, Benicia CA PD, Campbell CA PD, Citrus Heights CA PD, City Of Dixon Police Department (CA), Colma CA PD, Concord CA PD, Daly City CA PD, Danville CA PD, East Bay Parks CA PD, El Cerrito CA PD, Elk Grove CA PD, Fairfield CA PD, Fremont CA PD, Hayward CA PD, Hercules CA PD, Hillsborough CA PD, Livermore CA PD, Lodi CA PD, Los Gatos Monte Sereno PD - CA, Marin County CA SO, Milpitas CA PD, Morgan Hill CA PD, Napa County CA SO, NCRIC, Newark CA PD, Novato CA PD, Oakland CA PD, Oakley CA PD, Pinole CA PD, Pleasanton CA PD, Redwood City CA PD, Richmond CA PD, Rio Vista CA PD, Rocklin CA PD, San Leandro PD CA, San Mateo CA PD, San Mateo County CA SO, San Pablo CA PD, San Ramon CA PD, Santa Clara PD - CA, Santa Maria CA PD, Sausalito CA PD, Solano County CA SO, Tracy CA PD, Vacaville CA PD, Vallejo CA PD, Walnut Creek CA PD



Hotlists Alerted On

California SVS, NCMEC Amber Alert



Vehicles detected in the last 30 days

177,902



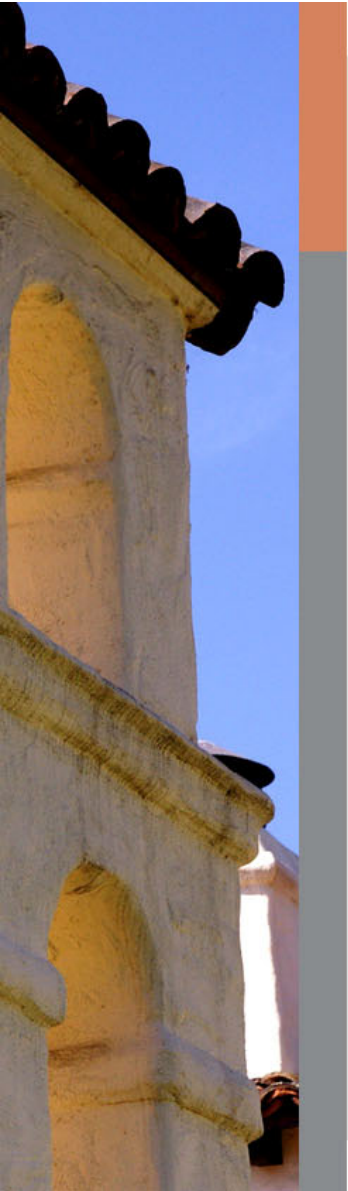
Hotlist hits in the last 30 days

791



Searches in the last 30 days

112



WHY FLOCK, CONT'D -

- **Sharing –**
 - **Requires agreement between agencies which includes a commitment for each agency to treat any information received “with the same degree of care normally used to protect its own.”**
 - **Is governed by sharing guidelines laid out already in our Policy and Muni Ordinance. ***
 - **Mandates the already described strict requirements and accountability for access.**

Networks

City of Fremont x	Morgan Hill CA PD x	Vallejo CA PD x
NCRIC x	Novato CA PD x	San Ramon CA PD x
San Mateo CA PD x	Hercules CA PD x	Atherton CA PD x
Livermore CA PD x	San Mateo County CA SO x	
Santa Clara CA PD x	Oakley CA PD x	Danville CA PD x
Foster City CA PD x	Anderson City CA PD x	CS Bio Co (CA) x
San Bruno CA PD x	Dixon CA PD x	Ontario CA PD x
Milpitas CA PD x	City of Millbrae CA x	Tracy CA PD x
Burlingame CA PD x	Clearlake CA PD x	
Contra Costa CA SO Alamo P5 x	Vacaville CA PD x	
Beverly Hills CA PD x	City of Palm Desert CA - RCSD x	
City of Loma Linda (SBCSO) x	Menlo Park CA PD x	
City of San Carlos (SMCSO) x	Contra Costa CA SO Bay Point x	
Delano CA PD x	Cal-Fire Wing x	San Leandro PD CA x
Lakeport CA PD x	Palo Alto CA PD x	Seaside CA PD x
Suisun City PD- CA x	Corona CA PD x	Fairfield CA PD x
Merced County CA SO x	City of Orinda CA x	Menifee CA PD x
Costa Mesa CA PD x	Contra Costa CA SO Alamo P2 x	

***ALPR shall not be used to invade the privacy of individuals, to look into private areas or areas where the reasonable expectation of privacy exists, nor shall they be used to harass, intimidate or discriminate against any individual or group, nor for any purpose not specifically authorized by this chapter.**
 - MP Muni Ordinance 2.56.040 (a)

ALPR AT-A-GLANCE



Officer Queries:

- Requires
 - OFFICER ID
 - CASE/INCIDENT NUMBER
 - SPECIFIC REQUEST
- * Must follow these + Comply w/ Department Policy

EVERY Item in and out of these systems is FULLY AUDITABLE and TRACKABLE (even with shared data to/from other Agencies)

FLOCK IF ACTIVATED: TRANSPARENCY PORTAL

- ALPR FAR
- Data Retention
- # of Cameras
- Hotlist info
- # Vehicles Detected
- # Hotlist Hits
- All agencies sharing



FLOCK SUCCESS STORIES



2021

- Flock used to locate missing elderly subject driving for hours up and down the Bay Area
- Flock used in San Mateo to identify homicide suspect
- Officers received a Flock alert on a vehicle believed to be associated with burglaries in the area, yielding 1.5 ounces of meth, stolen property and burglary tools in the vehicle

2022

- Flock used to ID suspect vehicle involved in a theft, Vehicle was located occupied in RWC, multiple ID theft items located, suspect arrested.
- Flock used to locate a wanted vehicle who had committed dozens of mail thefts in MP, suspect was arrested.
- Stolen vehicle located in MP due to Flock, recovered multiple stolen bicycles

2023

- Flock used by MPPD to locate a suspect vehicle that had committed multiple thefts at local business as well as other business around bay area. Suspect ID'd
- Hit & Run with a child victim at Hillview middle school, Flock used to ID suspect vehicle and get driver statement
- Flock used to locate suspect vehicle associated to a subject who was wanted by the Marshalls for kidnapping.
- Flock used to ID suspect vehicle that used stolen credit cards from a theft in MP. Suspect ID'd



GUNSHOT DETECTION PEACE OF MIND – IMMEDIATE AID



In addition to ALPRs, Flock is also providing gunshot detection technology over a majority of our community –

- **We know that seconds count when gunfire occurs, and there are times when automated detection is the only information reported**
- **Gunshot detection software exists in our adjoining jurisdictions of East Palo Alto, North Fair Oaks , and Redwood City, but Menlo Park is not covered**
 - **4 square miles of our city land footprint**
 - **Flock’s “Raven” detection technology sorts out true firearm discharges and pinpoints them within about 90 feet**
 - **Very short clips of only the incident are recorded – this is not voice or people detection – only the specific audio event**
 - **Raven immediately pairs with associated ALPRs to begin collecting crucial data linked to the incident**

WHERE ARE WE DEPLOYING?

FLOCK ALPRs

- Dumbarton Bridge entering / exiting MP
- Willow / Newbridge
- Willow / Middlefield
- Marsh / Bay
- Middlefield / Ravenswood
- El Camino at Downtown
- Santa Cruz into / out of Downtown
- El Camino / Sand Hill
- Sand Hill / I-280

FLOCK RAVEN – Gunshot Detection

- 4 square miles from Bayshore to Alameda





COST BREAKDOWN

Flock Project Costs -	
<u>Item</u>	<u>Cost</u>
Flock Falcon ALPR Cameras (36 at about \$3000 ea.)	\$108,000
Flock Raven Gunshot Detection System (4 sq. mi @ about \$35K / sq. mi.)	\$140,000
Flock Advanced Search Operating System	\$3,500
Total Ongoing – Cameras and Detection, Software & Secure Data Storage	\$251,500
Professional Services Implementation Fees (First Year Only)	\$33,400
Total First Year	\$284,900

CONSIDERATIONS FOR DEPLOYMENT OF FLOCK

CONT'D



- **Municipal Ordinance (Chapter 2.56)**
 - **Several sections describing the definition of terms, use of ALPR systems and data storage / retention, prohibited uses, auditing and reporting, and agency policy.**
 - **A draft Municipal Ordinance revision will be brought forth to Council in coordination with any movement forward with Flock, in coordination with the City Attorney's Office.**
 - **A revised Municipal Ordinance will be in place prior to any utilization of an updated ALPR deployment.**

Menlo Park Municipal Code
Chapter 2.56 PUBLIC SAFETY INFORMATION Page 1/4

Chapter 2.56

PUBLIC SAFETY INFORMATION

Sections:

- 2.56.010 Purpose.
- 2.56.020 Definitions.
- 2.56.030 Automated license plate reader data use.
- 2.56.040 Prohibited use of automated license plate reader and data.
- 2.56.050 Automated license plate reader auditing and reporting.
- 2.56.060 Public safety camera system data use.
- 2.56.070 Prohibited use of public safety camera system and data.
- 2.56.080 Public safety camera system auditing and reporting.
- 2.56.090 Adoption of department policies.

2.56.010 Purpose.

The purpose of this chapter is to provide for the proper use of data and recordings gathered by the city through the use of automated license readers and the public safety camera system. (Ord. 1007 § 2 (part), 2014).

2.56.020 Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings ascribed to them in this section:

- (1) "Automated license plate reader" or "ALPR" means technology, also known as license plate recognition, which provides automated detection of license plates.
- (2) "Data" means information gathered by the automated license plate reader in the form of license plates and metadata (location and time license plate was viewed).
- (3) "Public safety camera system" means cameras that record images only and not sound and that are placed in strategic fixed locations within the city at the direction of the chief of police and with the approval of the city council for the purpose of detecting and deterring crime, to help emergency services personnel maintain public order, to help manage emergency response situations during natural and manmade disasters, to monitor pedestrian and vehicle traffic activity, to assist in the preparation of traffic reports, and to assist city officials in prosecuting and/or defending civil or administrative actions.
- (4) "Recordings" means the recorded images, without sound, recorded by the public safety camera system. (Ord. 1007 § 2 (part), 2014).

2.56.030 Automated license plate reader data use.

(a) Data will be securely transmitted to the Northern California Regional Intelligence Center ("NCRIC") as part of a multi-jurisdictional public safety program created to assist local, state, federal and tribal public safety agencies and critical infrastructure locations with the collection, analysis, and dissemination of criminal threat information, provided NCRIC has executed an agreement with the city agreeing to comply with the retention destruction provisions set forth in this section.

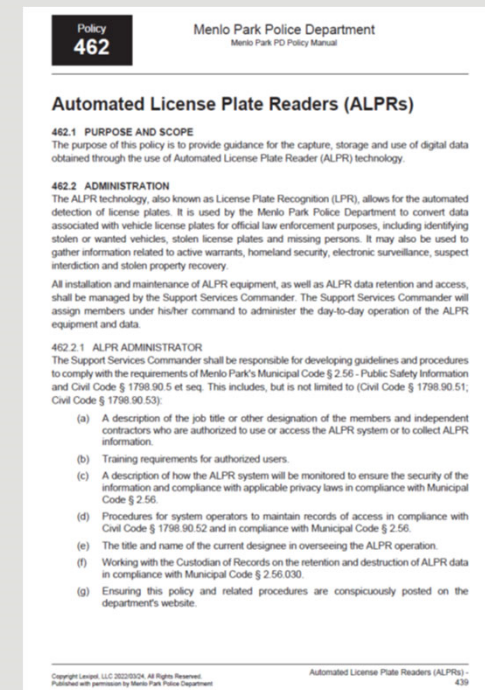
(b) Data transmitted to NCRIC from the police department shall be kept no more than six (6) months, and then destroyed, unless retention of specific identified license plate data is necessary for an active criminal case or pursuant to a valid court order.

(c) Data may only be accessed by law enforcement personnel who are approved to access the data and who have undergone required NCRIC training for legitimate law enforcement purposes only, such as when the data relates to a specific criminal investigation or department-related civil or administrative action.

CONSIDERATIONS FOR DEPLOYMENT OF FLOCK



- **MPPD Lexipol Policy – ALPRs (462)**
 - **Several sections describing the collection & retention, release & sharing, relationships with other agencies, and audits & accountability will be reviewed and revised.**
 - **Prior to any approval request for agreement with Flock and deployment, the Police Department will have a revised policy ready to cover operations, based on feedback and operations-based changes.**



OBJECTIVES & RECOMMENDATION



- **Understand and address questions and/or concerns from our public and City Council**
- **Receive direction from the City Council:**
 - **Direction to proceed with preparation for Public Safety deployment of fixed Automated License Plate Readers (ALPRs) and Gunshot Detection Technology**
 - **Major themes and issues to be addressed while reviewing and modifying Menlo Park Municipal Code and Menlo Park Police Department Policy specifically related to data collection retention and use related to ALPRs**
 - **Return with a proposed agreement, budget amendment request, and modified Municipal Ordinance for approval, as well as a draft Policy for review.**



THANK YOU



STAFF REPORT

City Council Meeting Date: 9/26/2023
Staff Report Number: 23-211-CC

Consent Calendar: **Adopt resolution designating the public works director and assistant public works director as authorized agents to provide for all matters related to obtaining federal financial assistance from the California Governor’s Office of Emergency Services and Federal Emergency Management Agency**

Recommendation

Staff recommends that the City Council approve a resolution (Attachment A) designating the public works director and assistant public works director (collectively Directors) as authorized agents to act on behalf of Menlo Park for the purpose of obtaining federal financial assistance from the California Governor’s Office of Emergency Services (Cal OES) and Federal Emergency Management Agency (FEMA).

Policy Issues

As authorized agents for the City, the Directors would be able to engage with Cal OES and FEMA for the purpose of obtaining federal financial assistance. This request is consistent with standard grant processes and is procedural in nature.

Background

Authorized agents must be on file with Cal OES for the purpose of obtaining federal financial assistance for both existing and future grant programs. Typical actions that can only be performed by authorized agents include submittal of new grant applications and requesting reimbursement of expenses for active grants.

Currently, the City is the recipient of federal financial assistance for two on-going public works projects including:

- Chrysler Pump Station improvements – awarded \$5 million under the Hazard Mitigation Grant Program (HMGP).
- Menlo Park SAFER Bay – awarded \$3.76 million under the Building Resilient Infrastructure and Communities (BRIC) program. A total of \$50 million has been allocated for this project, with the additional \$46.24 million funding award contingent upon completion of current design phase.

Analysis

Resolutions designating authorized agents are only valid for three (3) years following the date of approval. The most recent resolution authorizing the Director was approved Aug. 25, 2020 and has since expired. Cal OES requires designated authorized agents to be on file for the purpose obtaining federal financial assistance. If a current designation is not on file with Cal OES, the City would not be eligible to request reimbursement for current grant-funded project expenses or submit future grant applications. The City’s

next quarterly report and reimbursement requests, for both the Chrysler Pump Station Improvements (currently in construction) and for Menlo Park SAFER Bay, are due for the third quarter of 2023 in mid-October. If the resolution is not approved, project funding reimbursement requests would be delayed.

Impact on City Resources

If a resolution designating staff as authorized agents is not on file with Cal OES, the City is not eligible to request reimbursement for current grant-funded project expenses or submit future grant applications. The City's next quarterly report and reimbursement requests are due for the third quarter of 2023 in mid-October for both the Chrysler Pump Station Improvements (currently in construction) and for Menlo Park SAFER Bay. If the resolution is not approved, requests for reimbursement of project expenses would be delayed.

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. Designation of applicant's agent resolution for non-state agencies

Report prepared by:
Eric Hinkley, Associate Engineer

Report reviewed by:
Tanisha Werner, Assistant Public Works Director – Engineering



Cal OES ID No: _____

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE _____ OF THE _____
 (Governing Body) (Name of Applicant)

THAT _____, OR
 (Title of Authorized Agent)

_____, OR
 (Title of Authorized Agent)

 (Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the _____,
 (Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM)**, under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the _____, a public entity established under the
 (Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.



Please check the appropriate box below

- This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): _____

Passed and approved this ___ day of _____, 20__

 (Name and Title of Governing Body Representative)

 (Name and Title of Governing Body Representative)

 (Name and Title of Governing Body Representative)

CERTIFICATION

I, _____, duly appointed and _____ of
 (Name) (Title)

_____, do hereby certify that the above is a true and
 (Name of Applicant)

correct copy of a resolution passed and approved by the _____
 (Governing Body)

of the _____ on the _____ day of _____, 20__.
 (Name of Applicant)

 (Signature)

 (Title)



Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. **Titles Only:** The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.



Checking Universal or Disaster-Specific Box: A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

Certification Section:

Name and Title: This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."



STAFF REPORT

City Council

Meeting Date:

9/26/2023

Staff Report Number:

23-212-CC

Consent Calendar:

Authorize the Mayor to sign the City's response to the San Mateo County Civil Grand Jury Report: "Bike Safety in San Mateo County: Making Bicycling Safer in the County"

Recommendation

Staff recommends that the City Council approve the City's response to the San Mateo County Civil Grand Jury Report: "Bike Safety in San Mateo County: Making Bicycling Safer in the County" and authorize the Mayor to sign the letter (Attachment A).

Policy Issues

There are no immediate policy implications as a result of the City responding to the grand jury report regarding bicycle safety. The City is committed to advancing safe streets for all transportation modes, including bicycling, in accordance with the policies outlined in the City's Circulation Element.

Background

Empowered by the state judicial system, the San Mateo County Grand Jury is a fact-finding body that makes specific recommendations on a wide range of topics to help improve local government operations.

On July 10, the 2022-23 San Mateo County Civil Grand Jury issued a report titled "Bike Safety in San Mateo County: Making Bicycling Safer in the County" (Attachment B). The City of Menlo Park, like all 20 jurisdictions in the County and the County of San Mateo, itself, is required to submit responses to the findings and recommendations included in the report pertaining to the matters over which it has some decision-making authority. The City Council's response to the report is due no later than 90 days from the date the report is issued or Oct. 6. The governing body of each jurisdiction must approve the response at a public meeting.

Analysis

The City has an adopted Transportation Master Plan (TMP) that guides investments in all modes of transportation, including bicycling. The City is also developing a Vision Zero Action Plan (VZAP) that will help identify strategies to make travel safer for all modes of transportation, including bicycling.

The 2022-23 San Mateo Grand Jury Report identifies that bicycling is becoming a more important mode of transportation, creating an increased need to make bicycling safer across the County. The report presents a set of recommendations to improve bicycle education, improve communication about responsibility for bicycle safety across various city departments, conduct enforcement that leads to education, and improve reporting of bicycle collisions. The City's response is included as Attachment A.

The City is committed to enhancing the safety of the transportation system using all relevant strategies, including investing in the new infrastructure, supporting education and encourage programs in schools, and conducting enforcement activities that are targeted at behaviors that produce the highest safety issues. The City staff collaborate across multiple departments to plan, design, and implement projects and programs that enhance the safety of people traveling on City streets.

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. City of Menlo Park response letter to San Mateo Civil Grand Jury Report
- B. San Mateo County Civil Grand Jury Report: "Bike Safety in San Mateo County: Making Bicycling Safer in the County"

Report prepared by:
Hugh Louch, Assistant Public Works Director – Transportation
Chris Adair, Police Sergeant



September 26, 2023

The Honorable Nancy L. Fineman
Judge of the Superior Court
c/o Bianca Fasuescu
Hall of Justice
400 County Center, 2nd Floor
Redwood City, CA 94063-1655

RE: Civil Grand Jury Report: “Bike Safety in San Mateo County: Making Bicycling Safer in the County”

Dear Honorable Judge Fineman,

Thank you for the opportunity to review and respond on the above-referenced Grand Jury Report filed on July 10, 2023. The City Council of the City of Menlo Park (City) voted at its public meeting on September 26, 2023 to authorize this response to the findings and recommendations of the report.

Response to Grand Jury Findings

- F1.** Bicycle policy and the approach to ensuring/improving bicycle safety is not consistent across San Mateo County due, at least in part, to:
- Topography
 - Urban vs. suburban environments
 - Types of bicyclists (commuter, recreational)
 - Varying levels of enforcement of bicycle laws
 - Differing knowledge of bicycle laws and safe practices.

City Response: *The City agrees with finding F1.*

- F2.** Bicycle ridership as an alternative means of transportation (e.g., commuting to work, school, or transit hubs, running errands) is not increasing due, at least in part, to perceived safety issues.

City Response: *The City of Menlo Park partially disagrees with finding F2. The City is seeing increased rates of bicycling in recent years due to several causes – the pandemic, new bicycle infrastructure, and others. The City agrees that perceived safety issues remain a barrier for bicycling.*

- F3.** Bicycle accidents and incidents (such as near misses) are underreported, if reported at all.

City Response: The City agrees with finding F3. The City recommends replacing the word ‘accidents’ with ‘collisions’ to be consistent with a public health approach to transportation safety that does not accept collisions as a mistake that may be inevitable.

- F4.** Only bicycle accidents or incidents that trigger a 911 call are consistently logged in the State (SWITRS) database and law enforcement agencies do not log bicycle accident data consistently.

City Response: The City of Menlo Park agrees with finding F4.

- F5.** The amount of enforcement of laws, as they pertain to bicyclists and how motorists and bicyclists interact, is inconsistent due to other priorities (e.g., criminal enforcement and general automobile traffic) and the requirement that a citation can generally only be written if the violation is witnessed by an officer.

City Response: The City of Menlo Park agrees with finding F5.

- F6.** There is no official metric in San Mateo County and its cities to evaluate how safe it is to ride a bicycle.

City Response: The City of Menlo Park partially disagrees with finding F6. The City tracks a number of metrics for safety, including collisions and collision severity. These inform projects and programs. While not all collisions for bicyclists are captured, more severe collisions are more likely to be captured.

- F7.** Bicycle safety education, for the bicyclist, pedestrians and motorists, is not consistently offered across San Mateo County.

City Response: The City of Menlo Park partially disagrees with finding F7. The City of Menlo Park, in partnership with local schools, provides bicycle safety education, including in classroom and on bicycle training. The City’s Safe Routes to School Task Force has also been developing pedestrian safety educational materials. The City agrees that not all children receive this training and that adults do not consistently receive appropriate training, which is a statewide issue.

- F8.** Communication between various entities with responsibility for bicycle safety, including Bicycle and Pedestrian Advisory Committees (BPACs), Law Enforcement, City Transportation Planning, and Public Works departments, is not formalized, resulting in inefficiencies, and missed opportunities (e.g., funding for improvements, shared bike safety education, or improving signage).

City Response: *The City of Menlo Park partially disagrees with finding F8. The City of Menlo Park maintains regular communication channels between our Police Department and Public Works, including transportation planning, at both the management and staff level. Staff also coordinate with the City's Complete Streets Commission (which serves as our local BPAC) on safety issues. The City agrees that more could be done on funding for improvements, bike safety education, signage, and other areas.*

- F9.** City Bicycle and Pedestrian Master Plans or Active Transportation Plans, have not been adopted/created by all SMC cities

City Response: *The City of Menlo Park partially disagrees with finding F9. The City of Menlo Park has an adopted Transportation Master Plan that incorporates bicycle and pedestrian master plan. The City is also aware of Countywide Active Transportation Plans and Plans from some nearby jurisdictions, but the City does not assess the status of plans in other jurisdictions.*

Response to Grand Jury Recommendations

- R1.** By December 2023, all law enforcement agencies and the County Sheriff should submit bicycle related data to SWITRS monthly, and regularly post and update their websites with all reported bicycle accident data.
City Response: *The recommendation has been implemented. The City reports crashes of all types to SWITRS, including bicycle collisions. The City has a public portal for crash records and dashboards that are used to present relevant trends and performance.*
- R2.** By December 2023, all law enforcement agencies should begin sending warning letters to motorists for violations of the 3 ft. law.
City Response: *The recommendation will not be implemented because it is not warranted or is not reasonable. Law enforcement agencies are only able to provide warnings or citations for violations that an officer witnesses. When a violation is witnessed, an officer can provide a direct warning (or citation). It would not be reasonable to also send a follow up letter given the greater value of the in person interaction and the lack of staffing to send letters.*

- R3.** By June 3, 2024, all law enforcement agencies should provide a means for citizens to report bicycle-related incidents that are not currently reported to law enforcement, similar to the SMC Sheriff's Department Online Crime Reporting portal.

City Response: The recommendation has been implemented. The City uses ACT Menlo Park to report a wide variety of resident requests, including traffic safety concerns. Both residents and the Menlo Park Police Department Dispatch Unit use ACT to provide information that the Traffic Unit uses to inform decisions about specific enforcement actions. It would not be reasonable to set up a separate reporting tool given the significant additional resources that would be required.

- R4.** By June 3, 2024 each city, town, and unincorporated SMC should offer a bike safety education program for riders and motorists about the laws and safety facts related to bicycles on the road.

City Response: The recommendation will not be implemented because it is not warranted or is not reasonable. While adult bike safety education is needed, it is not reasonable for this to be the responsibility of municipalities. "Toward an Active California," the Statewide Active Transportation Plan, identifies the need for improved bicycle and pedestrian education for all road users and includes a number of statewide actions. These types of education programs should not be the sole responsibility of individual municipalities. The City does sponsor youth bike safety education as part of the Safe Routes to School Program as described in our response to F7.

- R5.** By June 3, 2024, each city, town, and unincorporated SMC should update or generate a new Bicycle and Pedestrian Master Plan (or Active Transportation Plan) if their current plan is older than five years; consistent with the 2021 C/CAG San Mateo County Comprehensive Bicycle and Pedestrian Plan.

City Response: The recommendation will not be implemented because it is not warranted or is not reasonable. The City of Menlo Park adopted a Transportation Master Plan in November 2020. June 3, 2024 is less than 5 years from the completion of that plan. While this plan will need updates, these should not be required on a fixed schedule. For Menlo Park, a five-year update requirement could negatively impact the City's ability to implement bicycle, pedestrian, and other safety improvement projects that are identified in the Transportation Master Plan. In addition, the City is currently developing a Vision Zero Action Plan that will provide a focused examination of safety issues for all road users. This will not be a comprehensive update of the City's Transportation Master Plan, but will provide refined and new strategies and projects to enhance bicycle safety in Menlo Park.

- R6.** By June 3, 2024, each city, town, and the county should apply (or reapply) online to generate the Bicycle Friendly Community Report Card.

City Response: The recommendation will not be implemented because it is not warranted or is not reasonable. The City of Menlo Park applied for renewal of our Bicycle Friendly Community status in 2023 and therefore already complies with this recommendation. However, the deadline for applications for 2023 has passed and the next deadline for applications will close on June 25, 2024, making it impossible for communities that have not applied or that need to apply for a renewal to meet the deadline.

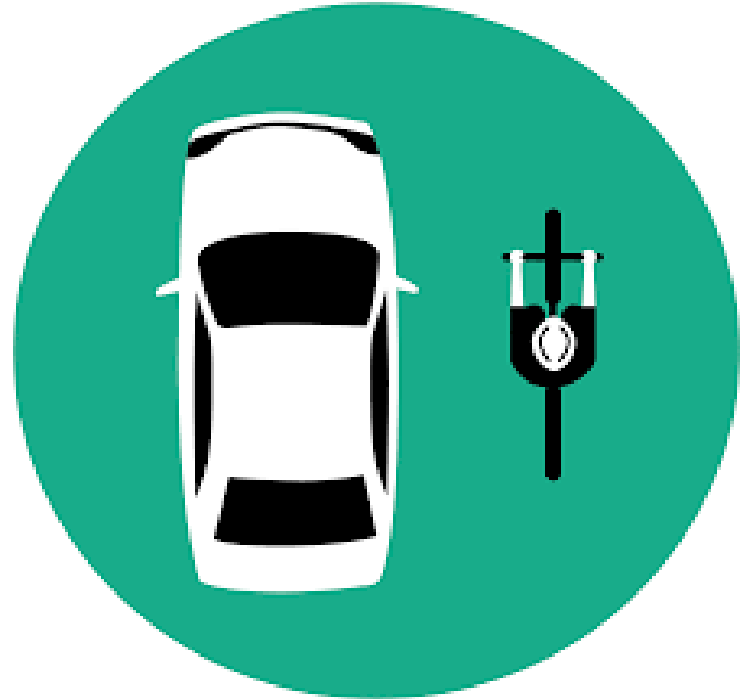
- R7.** By February 1, 2024, the County should meet with cities within the County that are willing to participate, to consider establishing a regional effort that integrates the cities' bicycle plans and to discuss how the cities and County could work together to apply for grant opportunities as a region.

City Response: The recommendation has been implemented. The City of Menlo Park routinely works with San Mateo County, neighboring jurisdictions, and regional partners (SamTrans, City/County Association of Governments, Metropolitan Transportation Commission) on transportation planning and project implementation.

If you have further questions, please contact Hugh Louch, Assistant Public Works Director, at hlouch@menlopark.gov or 650-330-6741.

Sincerely,

Jen Wolosin
Mayor



Bike Safety in San Mateo County

Making Bicycling Safer in the County

Release Date: July 10, 2023
2022-23 San Mateo County Civil Grand Jury

“Biking is one of the few activities that checks all the boxes at once — it’s active, practical, social, sustainable, stress-relieving, fun, and is a great family activity. Biking has the unique ability to elevate the mundane — it turns errands into adventures. More people on bikes keeps our streets safer, our air cleaner and our communities better connected.” Sonia Elkes, 2021 Bike Champion of the Year for San Mateo County Bay Area Bike to Work Website

*“I often drive up Alpine Road near the Stanford golf course and I believe I would have a head-on crash with oncoming cars if I left a 3-foot margin between my car and the thoughtless bikers who ride out partially in the road. What is the best advice for that situation?” Comment on [Bicyclists Can Now Report 3’ Rule Violations Online](#) in *The Almanac* 5/12/2023.*

*“On the afternoon of Monday, April 10, bicyclist Lester Legarda was fatally struck by a driver on Cañada Road, a rural route popular among walkers, equestrians, and bicyclists. Details of the crash scene suggest that the collision speed was high. One solution to prevent future tragedies along Cañada is tantalizingly simple — reduce the 50-mph speed limit. Sure, drivers will likely continue to exceed the speed limit. But just like the paint on the road that defines where drivers are supposed to drive, posted speed limits set expectations for acceptable driver behavior.” [Reduce the speed limit on Canada Road](#) *San Mateo Daily Journal* 04/20/23.*

Bike Safety in San Mateo County: *Making Bicycling Safer in the County*

ISSUE

As bicycle riding has become an ever more meaningful form of transportation, especially with the popularization of eBikes, the demand by County residents for safe micro-mobility solutions has soared. Are San Mateo County and its municipalities positioned to respond to safety concerns and meet those demands?

SUMMARY

Whether for commuting or recreational purposes, residents in every jurisdiction of San Mateo County (SMC), as well as from the surrounding Bay Area counties, use bicycles. Because bicycles are widely available, for some the only mode of getting to and from work and jobs, and ridden in every jurisdiction, bicycle safety has become an increasingly important issue for SMC and its cities and towns. Without greater focus on bike safety, the number of riders will remain low, because people will avoid bicycling when they don't feel safe. The benefits of increasing bicycle riding are important to all residents of San Mateo County: reducing motor vehicles, healthy lifestyle and an inexpensive form of transportation. Accordingly, San Mateo County, and its cities and towns have a responsibility to make it safe for drivers and pedestrians, as well as bicyclists.

Due to differences in terrain, population density, and existing infrastructure, the 20 different municipalities and the unincorporated portions of the County have differing bicycle safety needs and requirements. Some cities are very hilly, making commuting to work, school, or transit stations nearly impossible. Others are more urban and accommodate many more commuting bicyclists. The County also has some areas that are primarily recreational biking destinations and areas that accommodate both commuting bicyclists and recreational bicyclists. As a result, each community also assigns a different level of importance to bicycle safety relative to other issues, such as crime, motor vehicle safety and public works improvement projects. And education and enforcement about bicycle laws varies from one jurisdiction to another.

Despite the differences among the jurisdictions, there are several commonalities. One is that cities and law enforcement do not consistently maintain records about bicycle near misses, accidents, or complaints; data is neither broadly available nor consistently maintained. Another commonality is that government entities focused on bicycling and/or improving bicycle safety do not communicate and collaborate with each other often enough, if at all. This makes it difficult to get accurate information on the number and severity of incidents and gauge how safe it is to bicycle in San Mateo County. Without data, and communication among the municipalities, San Mateo County and its cities and towns lose out on available state and local funding to improve bicycle safety through physical improvement projects.

To improve bicycle safety and thereby increase ridership, San Mateo County and its cities and towns need to:

1. Create effective ways to educate bicycle riders and motorists about bicycle rules of the road to enhance predictability.
2. Develop consistent communications among government organizations responsible for bike safety (e.g., between law enforcement and public works).
3. Conduct enforcement details in each jurisdiction to ensure enforcement leads to education.
4. Collect accurate data about accidents and incidents that is crucial to supporting and justifying grant applications and funding from State and local agencies for physical improvements to infrastructure for bicyclists (e.g., connectivity of bicycle routes from one city to another), needed signage, and other engineering improvements.

BACKGROUND

Why is bike safety an important topic?

Statistically, the safer a person feels riding a bike, the more likely they will use it as regular transportation; both as a commuter and a recreational user.

Fifty-three percent of Americans worry about being hit by a motor vehicle when riding a bicycle; 47% say they would be more likely to ride a bike if pathways were physically separated from motor vehicles.¹

However, bicycle accident statistics, though better than in 1998, averaged 231 fatalities and injuries over the last ten years. The average was 203 fatalities the last three years, but the drop includes the pandemic shutdown and more people working from home. The source of the recent data is the California Statewide Integrated Traffic Records System (SWITRS²) database, managed by the California Highway Patrol. All law enforcement agencies are required to submit accident data to the database on a regular basis.

A 2002-2003 SMC Civil Grand Jury titled, *Bike Safety in San Mateo County*³, questioned whether San Mateo County and the cities adequately consider and support safe bicycle travel? At that time, it was estimated that 46% of Americans bicycle for pleasure and 300,000 County residents bicycle at least occasionally. Commuting by bicycle was less than 1% in the County.

That year's Grand Jury found that bicycle infrastructure for safe travel needed improvement, but funding was an issue. It also found that communication and planning between the county and the cities on bicycle projects and safety could be improved. And that throughout SMC, bicycle safety was not a high priority. The primary recommendation of the report was the county, and all cities should develop a long-term strategic bicycle and safety plan.

¹ People for Bikes: <https://www.peopleforbikes.org/news/building-for-tomorrow>

² <https://iswitrs.chp.ca.gov/Reports/jsp/logout.do>

³ https://www.sanmateocourt.org/court_divisions/grand_jury/2002reports.php?page=02SMC-Bicycle.html

A few things have changed since then.

Over the years, the focus of cities and the county on improving bike and pedestrian forms of transportation has increased:

- Bicycle maps and routes are now generally available online.
- The City/County Association of Governments (C/CAG) updated their San Mateo County Comprehensive Bicycle and Pedestrian Plan in 2011⁴ and 2021⁵.
- California enacted Assembly Bill 1358, **California Complete Streets Act of 2008**⁶, requiring all cities and counties to include complete streets policies as part of any substantial revision to the circulation element of their general plans; and cities and the County have adopted these complete streets policies, noting these policies in their Bicycle and Pedestrian Master Plans, or Active Transportation Plans.
- SMC and most of its municipalities have created and consistently upgraded their Bicycle and Pedestrian Master Plans.
- Unincorporated San Mateo County has created an Active Transportation Plan⁷ (Active Transportation is a term often used to cover walking, bicycling, and other motorized devices as a primary mode of transportation).
- C/CAG, Unincorporated SMC and some cities have created Bike and Pedestrian Advisory Committees to address active transportation improvements, safety issues, and other citizen related requests.

Meanwhile, the number of bicyclists in San Mateo County has not increased since 2002, according to the California Household Travel Survey, which is regularly used for data on the number of bicyclists in a community, but is restricted to commuting.

The 2002 and 2012 surveys showed only 1% of SMC's population rides bicycles as a form of transportation. Looking at the various municipalities' Bicycle and Pedestrian Master Plans, and the surveys and counts discussed in the plans, bicycle commute ridership still hovers at approximately 1% within SMC.

It is important to note that the number of people in SMC using bicycles in lieu of a car has not increased in 20 years. This is in contrast to the estimated number of recreational bicyclists (46%) in SMC, who also use streets and bicycle paths and expect a safe ride⁸.

⁴ https://ccag.ca.gov/wp-content/uploads/2014/07/CBPP_Main-Report_Sept2011_FINAL.pdf

⁵ https://ccag.ca.gov/wp-content/uploads/2021/05/6_A1_San-Mateo-County-Comprehensive-Bicycle-and-Pedestrian-Plan-Update-Final-Plan.pdf

⁶ http://www.leginfo.ca.gov/pub/07-08/bill/asm/ab_1351-1400/ab_1358_bill_20080930_chaptered.pdf

⁷ <https://www.smcsustainability.org/livable-communities/active-transportation/unincorporated-smc-active-transportation-plan/>

⁸ https://ccag.ca.gov/wp-content/uploads/2021/05/6_A1_San-Mateo-County-Comprehensive-Bicycle-and-Pedestrian-Plan-Update-Final-Plan.pdf

However, even with roadway and signage improvements over the past 20 years, there is much San Mateo cities and the county can do to improve bicycle safety.

DISCUSSION

The merits of bicycle riding may seem self-evident, but a wide range of research reveals often surprising benefits to local economies, personal health, the environment, traffic congestion, and pedestrian safety that are unique to bicycle friendly communities.

Health Benefits

Bicycle riding contributes to both physical and mental health. Regular exercise such as cycling can help prevent heart issues⁹ such as stroke, heart attack, high blood pressure, and may also help prevent and manage type 2 diabetes.¹⁰ Riding a bicycle is good for cognitive health and emotional well-being and can ease feelings of stress, depression, or anxiety.¹¹

All in all, bicycling for only 30 minutes a day reduces a person’s chances of diabetes, dementia, depression, colon cancer, cardiovascular disease, anxiety and high blood pressure by 40 percent or more.¹²

The World Health Organization has found that “If every adult EU citizen walked or cycled for 15 extra minutes per day, we’d have 100,000 fewer people dying prematurely, each year.”¹³

Environmental Benefits

Among the most obvious benefits of cycling is its benign effects on the environment. A solo driver in an average car releases about 1.1 pounds of CO₂ per mile.¹⁴ A standard compact to midsize car that travels 12,000 miles will emit 11,000 pounds of CO₂.¹⁵ The average car produces about 1.3 billion cubic yards of polluted air over the course of its lifespan plus worn tire particles, brake wear, and the emissions from other materials in the car also contribute to air pollution.¹⁶ Recent research in Europe found that traveling by bicycle instead of by car once a day decreases your transportation carbon footprint by 67%.¹⁷

⁹ <https://www.hopkinsmedicine.org/health/wellness-and-prevention/exercise-and-the-heart>

¹⁰ <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4942105/>

¹¹ <https://www.psychologytoday.com/us/blog/minding-the-body/201505/bicycling-can-sharpen-your-thinking-and-improve-your-mood>

¹² https://www.exerciseismedicine.org/assets/page_documents/EIMFactSheet_2014.pdf

¹³ <https://ecf.com/news-and-events/news/walking-and-cycling-reduce-congestion>

¹⁴ <https://www.sharetheroad.ca/what-are-the-environmental-traffic-congestion-benefits-of-cycling--s16223>

¹⁵ <https://www.treehugger.com/cars-are-causing-air-pollution-we-breathe-new-study-finds-4856825>

¹⁶ <https://www.scholaradvisor.com/essay-examples-for-college/bicycle-helps-reduce-air-pollution/>

¹⁷ <https://www.sciencedirect.com/science/article/pii/S1361920921000687>

Traffic

As active transportation choices like walking and bicycling gain attention and popularity, researchers are beginning to investigate the role these travel modes can play in reducing traffic congestion.¹⁸ Studies show that measures taken to promote bicycling and walking have a positive effect on congestion.

Research in Washington, DC identified a causal effect of the presence of a bike-share station on traffic congestion. The result is a 2-to-3% reduction in traffic congestion that can be attributed to the bike-share station within the sample.¹⁹

Economic Benefits

Among the more surprising findings is the positive economic impact from an increase in bicycle usage but studies show that the bicycle-related economy creates jobs, economic activity, and cost savings.²⁰

Bicycle trails and facilities have a positive, statistically significant impact on home values; a 2006 study in Minneapolis found that the median home values rose \$510 for every quarter mile they were located closer to an off-street bikeway.²¹

Indianapolis' Cultural Trail, an 8-mile network of separated bike and pedestrian lanes, has reinvigorated a number of struggling business districts and sparked a whopping \$1 billion in increased property values.²²

And in an era when streets and sidewalks across the county are in various states of disrepair, bicycle projects can significantly reduce the cost of maintaining and expanding our transportation systems.²³ Even protected bicycle lanes are "dirt cheap to build compared to road projects," says Gabe Klein, a partner at Fontinalis, a venture capitalist firm founded by Ford Motor Co. Chairman Bill Ford. Cities everywhere need to be more efficient about the money they spend to move people. "We need to get more use from the streets we already have."

Research indicates that investments in cycling infrastructure generate more jobs per dollar spent than investments in road-only infrastructure; cycling projects create a total of 11.4 local jobs for each \$1 million spent while road-only projects create 9.6 jobs per \$1 million.²⁴

¹⁸ <https://kawarthanow.com/2019/01/17/reduce-traffic-congestion-bikes-can-do-that>

¹⁹ <https://www.resources.org/archives/commentary-does-bicycle-infrastructure-reduce-traffic-congestion/>

²⁰ <https://railyards.com/blog/7-benefits-of-bike-friendly-communities>

²¹ <https://smartcity.press/bicycle-infrastructure-in-smart-city/>

²² <https://indyculturaltrail.org/2015/07/23/economic-impact-figures-released/>

²³ <https://www.aarp.org/livable-communities/getting-around/info-2016/why-bicycling-infrastructure-is-good-for-people-who-dont-ride-bikes.html>

²⁴ <https://www.sharetheroad.ca/what-are-the-environmental-traffic-congestion-benefits-of-cycling--s16223>

Bicycle friendly communities are important to millennial job seekers and functional bicycle infrastructures help companies attract talent. “States and cities are competing for the most mobile generation ever and so the job creators and the innovators are really pushing for these amenities.”²⁵

Safety

The most comprehensive study of bicycle and road safety to date finds that building safe facilities for cyclists is one of the biggest factors in road safety for everyone. Bicycling infrastructure -- specifically, separated and protected bike lanes -- leads to fewer fatalities and better road-safety outcomes for all road users.²⁶

Davis, CA was the first city to gain “platinum” status by the League of American Bicyclists and is often referred to as the “bicycle capital of America.” From 1996 to 2007, Davis only had nine fatal road crashes. Despite having the largest percentage of bike commuters in the United States, none of these accidents involved a bicyclist. With a fatal crash rate of less than 1.5 per 100,000 residents, far fewer people are killed on Davis’ roads than in the U.S. as a whole, which averaged 14.5 fatalities per 100,000 residents.

Portland, OR, another platinum bicycling city, saw a nearly 50% decrease in road fatalities as it increased its bicycle mode share from 1.2% in 1990 to 5.8% in 2000. Bike friendly communities are safer for all road users, no matter what type of transportation is being used.

Social Benefits

Finally, bicycle riding as an alternative to car travel is associated with a number of social benefits, including increased social interaction, social networks, and social capital.²⁷ A bicycle rider has a completely different relationship with their environment than those who are cocooned in their cars.

When communities invest in bicycle infrastructure, everyone benefits. Overall, bicycle commuters are healthier and bicycle-friendly streets are safer for everyone on the road. Bicycle friendly communities reap economic benefits including more retail activity and increased home values. The evidence is clear: bicycling brings big benefits to communities who embrace it.

Status Today

Twenty years after the first San Mateo Grand Jury report, significant gaps remain in jurisdictions’ approach to bicycle safety:

²⁵ <https://railyards.com/blog/7-benefits-of-bike-friendly-communities>

²⁶ https://www.cnu.org/sites/default/files/marshallw_cnu18.pdf

²⁷ <https://www.peoplepoweredmovement.org/benefits-of-biking-walking/>

- San Mateo County and its municipalities’ characteristics make it difficult to create a consistent approach to bicycle safety.
- The use of bicycle safety education as a tool to increase safety for bicyclists and motorists is underutilized Countywide.
- Communication and coordinated planning across city lines is the exception, rather than the norm. Reporting of bicycle-related incidents is inconsistent throughout the county.
- Enforcement of bicycle laws, for motorists and bicyclists, is inconsistent and not prioritized.

Bicycle Safety in San Mateo County Cities

Each city and town in San Mateo County is unique and has a different relationship with bicycle use and safety. These variations include:

- Topography
- Objectives and priorities re bicycles and ridership
- Safety Perception
- Infrastructure
- Impact of eBikes
- Role of enforcement in bicycle safety.

For example:

Woodside and Portola Valley: Woodside and Portola Valley are hill communities with narrow roads. Woodside has a very active Circulation Committee which keeps a close eye on large bicycling events in the community and Portola Valley is focused on managing bicyclists on the weekend. But in both cases, the communities concentrate on ensuring quality of life for residents. They both see mostly recreational bicyclists. Woodside has invested as much as \$1 million to ensure a “safe route to school” for the children. However, the communities don’t make a strong effort to track riders or accidents. In both communities the Sheriff’s Office, which is their policing arm, enforces rules at some problem locations, but not regularly.

Hillsborough: Hillsborough is a relatively insular community by nature of its location and topography. It has no commercial districts and is, to a large degree, rather hilly. The view on bicyclists is very much a neighborhood view: meaning the expectation is that if there are problems with bicyclists they are brought up by members of the neighborhoods. The primary focus on any kind of organized bicycling safety activity is efforts to teach children bicycle safety and safe routes to school at the beginning of the school year.

Belmont: Until quite recently, the City has been completely focused on ensuring that the community is comfortable for single family dwellings. However, areas close to El Camino Real are more commercial and have denser housing. The community now has both recreational and commuting bicyclists using the roads. While Belmont does have a bicycle master plan and holds an annual bike safety program for children and teenagers,

more needs to be done. The City needs to obtain funding from external Federal, State and County sources to do more.

Half Moon Bay: Possibly more than any other community in San Mateo County, Half Moon Bay has a sophisticated, complex relationship with bicyclists. On the one hand, Half Moon Bay attracts many visitors -- both vacationers and visitors from other Bay Area communities; and on the other hand, it has a robust population of residents who use their bicycles to get to work, school, and stores. Moreover, while Half Moon Bay has many surface streets, it is dominated by Highways 1 and 92 which have many challenging safety issues. As a result, the community has a bicycle master plan that focuses on bicycle safety and traffic planning. Despite this very proactive approach, the City deals with sometimes devastating safety issues. However, it appears that concern for bicycle safety is shared by many of the participants in the community.

San Mateo: The City of San Mateo updated its bicycle master plan in 2020. As a result, the City has focused on a variety of contemporaneous issues. These include working to develop a roadway network which could accommodate both bicycles and other types of active transportation. The City believes that it still skews toward recreational bicycling but is finding that more people want to use bicycles as a way of getting around. The master plan covers some education issues such as safe routes to school and safe bicycling for seniors. The plan does not talk about safety per se but addresses it from the vantage point of education. Though the City is focused on these matters it still recognizes that there's more education to be done about the rules of the road for bicyclists.

Unincorporated San Mateo County: Large areas of San Mateo County are small towns, private land, and open space, bisected, primarily, by two lane roads and highways. To address bicycle safety in these areas, the county created the Unincorporated San Mateo County Bicycle and Pedestrian Committee. Though there is no explicit Bicycle and Pedestrian Master Plan, they do contribute to the SMC Active Transportation plan. The Committee makes recommendations regarding bicycle and pedestrian related grants, but expressed frustration with money not being shared equitably. Additionally, the Committee inputs bicyclist's feedback. They are concerned with the number of incidents between motorists and bicyclists that are not addressed by law enforcement. The Committee has been working with the County Sheriff to address the problem.

These are just a few examples of San Mateo County and its municipalities' approach to bicycle safety. But because the communities are so diverse, thinking about bicycle safety needs to be broad-minded.

Bicycle Safety Education in SMC: Not just for cyclists

Since bicycle safety is crucial to encouraging bicycle usage, it follows that bicycle safety education is an essential component of the bicycle safety equation.

According to the US Department of Transportation: “Educating people about safe bicycling and walking, enforcing laws that make it easier and safer for people to bicycle and walk, and encouraging people to bicycle and walk, may help increase walking and bicycling activity, especially when combined with infrastructure improvements.”²⁸

Moreover, as noted on the National Highway Traffic Safety Administration’s Bicycle Safety web page, “A large percentage of crashes can be avoided if motorists and cyclists follow the rules of the road and watch out for each other.”²⁹

In San Mateo County, much of the focus on bicycle safety and bicycle safety education is focused on ensuring safe routes to schools for children. Several communities, as detailed below, have much more comprehensive approaches to bicycle safety education in their Bicycle and Pedestrian Master Plans. Here are some examples:

- **Burlingame (Excerpt from the Bicycle and Pedestrian Master Plan)**

Policy 11: Educate people walking, bicycling, and driving, and the general public about roadway safety and the benefits of bicycling and walking.

11.1: Support the continuation and expansion of bicycle safety education programs such as those taught by Silicon Valley Bicycle Coalition and the San Mateo County Office of Education.

Policy 12: Encourage Burlingame public schools to participate in the Safe Routes to School program organized by the San Mateo County Office of Education.

- **Brisbane’s Master Bicycle and Pedestrian Plan examples:**

“Policy 4.A.5: Provide support for programs that educate drivers, bicyclists and pedestrians about their rights and responsibilities, as well as traffic education and safety programs for adults and youth.”

“Programs support bicycling and walking by providing encouragement to those considering bicycling and walking, education for motorists, bicyclists, and pedestrians about safe and appropriate sharing of streets and roads, and enforcement of traffic laws that help ensure the safety of vulnerable road users.”

- **County Sheriff:**

The San Mateo County Sheriff’s office publishes a pamphlet, *Bicycle Safety*³⁰, on the California Vehicle Code sections related to bicycle safety. One City, Woodside, references this document, which could be used by all cities, schools and police

²⁸ https://safety.fhwa.dot.gov/ped_bike/ped_focus/docs/fhwasa17050.pdf

²⁹ <https://www.nhtsa.gov/road-safety/bicycle-safety>

³⁰ https://www.woodsidetown.org/sites/default/files/fileattachments/community/page/33495/bicycle_safety.pdf

departments to improve bicycle safety education. However, the document is not available on the SMC Sheriff website.

- **City of San Mateo:**

San Mateo has some support for bicycle use and safety on its City website. The pages are listed in the table below.

EXISTING		
Support Program	Description	Webpage
Bicycle Webpage	There is brief text about bike routes and using a bike with public transport on the City’s webpage	http://www.cityofsanmateo.org/2125/Parking-and-Transportation
Bicycle Education Events	The city’s Public Works Department hosts an annual bike rodeo	http://www.cityofsanmateo.org/3736/Bike-Rodeo

Moving to Excellent Bike Safety Education in all SMC Cities

Overall, the approach to bicycle safety education in SMC communities is inconsistent. Several of the master plans recognize that bicycle safety education is about teaching motorists and cyclists of all ages about the guidelines for bicycle safety. Other communities either don’t focus much on education or are focused exclusively on “Safe Routes to School”.

Nonetheless, there are a handful of programs identified in the table below that creatively address bicycle safety, which San Mateo County and its municipalities should consider adopting.

RECOMMENDED FOR ALL SMC CITIES		
Support Program	Description	Webpage
Establish child and adult education programs	Identify and implement education programs for children and adults that build bicyclists' confidence, done in coordination with the Parks and Recreation Department, Police or Local Schools.	https://www.portlandoregon.gov/transportation/article/565224 http://www.cityofsanmateo.org/2125/Parking-and-Transportation
Establish Safe Routes to School Funding	Establish a stable funding source for Safe Routes to School programming	https://www.metro.net/projects/sr_ts/fund-your-program
Implement and promote demonstration projects	Implement short-term, high-visibility bicycle demonstration or 'pop-up' projects to serve as models that can be applied throughout the city. Market bicycle safety.	https://transportation.bellevuewa.gov/UserFiles/Servers/Server_4779004/File/Transportation/Publications/PBII_Demo%20Bikeway%20Brochure_20180205.pdf
Provide safety education program for users of all modes	Provide safety education programs or communications campaigns for people driving, bicycling, walking, and using micro mobility devices that encourage safe travel behaviors.	http://www.pedbikeinfo.org/
Create a robust bicycling webpage	Develop and maintain a content rich mobility webpage(s) on the County/City website and communicate how to reach city destinations by bike, on foot or on micro-mobility devices. Include information on these transportation options.	https://www.metro.net/riding/go-bike http://www.cityofsanmateo.org/2125/Parking-and-Transportation

Bicycle & Pedestrian Master Plans and Advisory Committees: Planning Across the County

The 2002 SMC Grand Jury Report recommended that all municipalities create Bicycle and Pedestrian Master Plans. As a best practice, the municipalities were encouraged to form Bicycle and Pedestrian Advisory Committees.

To date, almost all San Mateo County jurisdictions or cities have Bicycle and Pedestrian Master Plans, or Active Transportation Plans. Most, if not all of these plans, align with recommendations from the 2011 C/CAG's San Mateo County Comprehensive Bicycle and Pedestrian Plan. The 2021 update of C/CAG's plan enhances and adds to the 2011 C/CAG San Mateo County plan, but most of the cities and towns have not updated their plans to be consistent with the 2021 plan. (See Appendix D for a complete list of San Mateo County's Bicycle & Pedestrian Master Plans.)

The cities' bicycle and pedestrian master plans help each city by identifying strategies to improve bicycle and pedestrian safety. The plans recommend improvements for roadway connectivity for bicyclists and pedestrians, within each city as well as with neighboring cities. Numerous plans reference the Silicon Valley Bicycle Coalition and the League of American Bicyclists (LAB) as organizations that have certified instructors for bicycle safety education. At least several of the plans also discuss the LAB Bicycle Friendly Community Report Card to which five SMC cities and San Mateo County belong. The plans list potential State and Federal funding for projects that improve safety and roadway connectivity and make clear the importance of annually evaluating and tracking progress against objectives.

However, in SMC, County committees and municipalities do not always work together to generate consistent plans that meet C/CAG's goal for a Countywide bicycle backbone. Though C/CAG does have an advisory committee which includes representatives from municipalities, it does not have control over what individual municipalities decide to do regarding grant applications, infrastructure projects for better bicycle and pedestrian safety and education initiatives. If the municipalities endeavored to work together to prioritize projects and programs that are consistent with C/CAG's priorities, it would benefit all of San Mateo County, especially with respect to providing north-south connectivity between municipalities.

Metrics: If you don't measure it, you can't improve it.

One important measure of bicycle safety is arriving safely at a destination. This is usually reflected in the negative; that is, the number of fatalities and injuries during a calendar year versus the number of successful bicycle trips.

In San Mateo County, the cities and county rely heavily on data supplied to the California Highway Patrol (CHP) to state the number of fatalities and injuries. The CHP then maintains a database, SWITRS (California Statewide Integrated Traffic Records System), which is accessible

to the public. And, UC Berkeley maintains a website, TIMS³¹ (Transportation Injury Mapping System), which can further refine the raw data from SWITRS.

However, relying on this data to evaluate Bicycle Safety is problematic.

Law enforcement agencies in the County submit their bicycle accident data to SWITRS based on incidents that result in fatality or injury. However, there are bicycle accidents resulting in injury which don't make it into SWITRS because law enforcement is not called. Some examples are bicyclists being forced off the road by motor vehicles, collision near misses and, of course, bicyclist error. Consequently, the actual number of bicycle accidents is underreported and, more importantly, the list of accident locations is not complete. Cyclists that have an incident that does not involve either the police or the fire department do not have a consistent means to log their experience. That data goes unreported. And this goes both ways; there is no means for a motorist to complain about bicycle riders' unsafe behavior.

Countywide there is no uniform metric to measure Bicycle Safety. Without such a measure, it's impossible to assess progress while building infrastructure, enforcing laws, and educating everyone in safety principles.

An obvious metric is bicycle accidents as recorded by SWITRS and online reports, but there is another metric which evaluates the complex equation that results in safe bicycling: ***Bicycle Friendly America Certification***³².

The League of American Cyclists is a national organization dedicated to creating "safer roads, stronger communities and a Bicycle Friendly America for everyone." This is a grassroots organization dedicated since 1880 to protecting the right to safe and enjoyable bicycling. A valuable achievement of this organization is establishing the Bicycle Friendly America (BFA) certification for cities and counties. This consists of a very detailed application³³ that a city or county official fills out to get a comprehensive rating of bicycle safety. BFA defines bicycle safety using 5 E's:

- Equity and Accessibility: A bicycle-friendly America for everyone
- Engineering: Creating safe and creative places to ride and park
- Education: Giving people of all ages and abilities the skills and confidence to ride
- Encouragement: Creating a strong bike culture that welcomes and celebrates bicycling
- Evaluation and Planning: Planning for bicycling as a safe and viable transportation option [Note that Enforcement, a common element in the 5 E's of safety, is not included in the BFA definition.]

³¹<https://tims.berkeley.edu/summary.php?showArea=city&expandTables=false&injury=3&yearRange=3&showMap=crashes>

³² <https://bikeleague.org/bfa/>

³³ <https://bicyclefriendly.secure-platform.com/a/organizations/main/home>

The application covers the BFA 5 E's and investigates what it calls the 10 building blocks of a Bicycle Friendly Community (BFC). Finally, the rating includes steps to reaching the next level of excellence. Oakland in 2022, for example, received a GOLD rating Report Card³⁴ having been BRONZE in 2010 and SILVER in 2014. The following cities and SMC have received the following ratings:

- Menlo Park³⁵: GOLD: 2017
- Redwood City³⁶: BRONZE: 2016
- San Carlos³⁷: BRONZE: 2016
- San Mateo³⁸: BRONZE: 2016
- South San Francisco³⁹: BRONZE: 2018
- San Mateo County⁴⁰: BRONZE: 2016

The BFC Report Card is a valuable metric that all cities and the County should make use of. If SMC cities develop the information necessary to answer objective and comprehensive questions about bicycle safety, each jurisdiction would have a consistent metric that can be used to measure bicycle safety progress across the County.

Law Enforcement and Bicycle Safety

Laws regarding the operation of bicycles are in the California Vehicle Code (CVC), but in general, bicycles are governed by the same rules of the road as motor vehicles.

SMC law enforcement organizations are concerned that there is currently no way for them to track bicycle, pedestrian, and vehicle accidents, from near misses to actual contact, that did not require police involvement. And, even if an incident or infraction is reported, an officer may or may not go out to speak with the complainant.

Other than the initial report, there is no single repository in SMC to store and retrieve information regarding bicycle-related citations or enforcement of bicycle law so it can be used in the future.

And perhaps most importantly, the enforcement of laws, regarding motorists and bicyclists, is inconsistent due to competing priorities and the requirement that a citation requires an incident be witnessed by an officer.

³⁴ https://bikeleague.org/sites/default/files/bfareportcards/BFC_Fall_2022_ReportCard_Oakland_CA.pdf

³⁵ https://bikeleague.org/sites/default/files/bfareportcards/BFC_Fall_2017_ReportCard_Menlo_Park_CA.pdf

³⁶ https://bikeleague.org/sites/default/files/bfareportcards/BFC_Spring_2016_ReportCard_Redwood_City_CA.pdf

³⁷ https://bikeleague.org/sites/default/files/bfareportcards/BFC_Fall_2016_ReportCard_San_Carlos_CA.pdf

³⁸ https://bikeleague.org/sites/default/files/bfareportcards/BFC_Fall_2016_ReportCard_San_Mateo_CA.pdf

³⁹ https://bikeleague.org/sites/default/files/bfareportcards/BFC_Fall_2018_ReportCard_South_San_Francisco_CA.pdf

⁴⁰ https://bikeleague.org/sites/default/files/bfareportcards/BFC_Spring_2016_ReportCard_San_Mateo_County_CA.pdf

Conflicting Priorities

Law enforcement prioritizes assets based on the needs of the community, as well as their operating budget, when it comes to providing services. While public and political prioritization of bicycle safety issues may come up from time to time, calls for service are always prioritized. This results in minimal officer resources dedicated to bicycle safety.

Police forces will:

- Focus resources or staff on bicycle safety, if there is an uptick in accidents at a particular location, citizen requests/calls, or requests from a jurisdiction’s public works or traffic departments to focus on certain locations; or
- Provide teams to schools and special events for bicycle safety education
- Much less often, assign their police officers to bicycle safety duty exclusively (some police departments do have officers that patrol on bicycles).

In addition, law enforcement agencies do not always enforce eBike laws, but this is mostly due to the popularity of eBikes being ahead of law enforcement policies.

Because of these conflicting priorities, and limited staff, enforcement of bicycle laws pertaining to motorists as well as bicyclists appears to be underreported.

Policing Bicycles and eBikes

Law enforcement departments in the county are very aware of the importance of bicycle safety. Common sense says people generally want the streets to be safe for motor vehicles which translates to most officer resources going to motor vehicle enforcement.

It’s possible that safer bicycle riding could lead to fewer cars and free up police resources for more pressing issues.

The New 3’ Law for Motorists and Bicycles

In January 2023, California amended the California Vehicle Code (CVC). The new law (AB. 1909) requires all motorists to give a bicyclist three feet of clearance when passing on the left-hand side of the bicyclist or (depending on the width of the road) reduce speed appropriately, when passing. (See CVC: 21750 (b) (c) (d)). This is particularly crucial on narrow two-lane roads where there are many reports of bicyclists being forced off the road or hit by motor vehicles.

Hampering the situation is the requirement that a citation can only be written if the incident is witnessed by the officer. With the advent of helmet-worn cameras, cyclists have attempted to record these incidents with the hope that the recording can be used as “visual evidence”. But this evidence, post incident, cannot be used to issue a citation.

The San Mateo County Sheriff’s Department recently announced it will allow the public to submit these incidents on the Sheriff’s website.⁴¹ These reports have since resulted in the

⁴¹<https://www.almanacnews.com/news/2023/05/12/bicyclists-can-now-report-3-foot-rule-violations-online-in-san-mateo-county>

department sending a violation letter to the offending motorist; this is not a citation. However, only incidents that occur in unincorporated San Mateo County, Woodside, Portola Valley, San Carlos, Half Moon Bay, and Millbrae can use this online resource.

Citations vs. Reprimands for Education Purposes:

It is at the officer's discretion, when addressing a law infraction, to issue a citation or give a reprimand. One advantage of a reprimand is that it creates an opportunity to educate. With officers focusing on education, these brief encounters, cumulatively, can do a lot to improve bicycle safety, for bicyclists and motorists. But only if these reprimand stops are recorded officially can an accurate picture of bicycle safety be established.

FINDINGS

F1. Bicycle policy and the approach to ensuring/improving bicycle safety is not consistent across San Mateo County due, at least in part, to:

- a. Topography
- b. Urban vs. suburban environments
- c. Types of bicyclists (commuter, recreational)
- d. Varying levels of enforcement of bicycle laws
- e. Differing knowledge of bicycle laws and safe practices.

F2. Bicycle ridership as an alternative means of transportation (e.g., commuting to work, school, or transit hubs, running errands) is not increasing due, at least in part, to perceived safety issues.

F3. Bicycle accidents and incidents (such as near misses) are underreported, if reported at all.

F4. Only bicycle accidents or incidents that trigger a 911 call are consistently logged in the State (SWITRS) database and law enforcement agencies do not log bicycle accident data consistently.

F5. The amount of enforcement of laws, as they pertain to bicyclists and how motorists and bicyclists interact, is inconsistent due to other priorities (e.g., criminal enforcement and general automobile traffic) and the requirement that a citation can generally only be written if the violation is witnessed by an officer.

F6. There is no official metric in San Mateo County and its cities to evaluate how safe it is to ride a bicycle.

F7. Bicycle safety education, for the bicyclist, pedestrians and motorists, is not consistently offered across San Mateo County.

F8. Communication between various entities with responsibility for bicycle safety, including Bicycle and Pedestrian Advisory Committees (BPACs), Law Enforcement, City Transportation Planning, and Public Works departments, is not formalized, resulting in inefficiencies, and missed opportunities (e.g., funding for improvements, shared bike safety education, or improving signage).

F9. City Bicycle and Pedestrian Master Plans or Active Transportation Plans, have not been adopted/created by all SMC cities.

RECOMMENDATIONS

R1. By December 2023, all law enforcement agencies and the County Sheriff should submit bicycle related data to SWITRS monthly, and regularly post and update their websites with all reported bicycle accident data.

R2. By December 2023, all law enforcement agencies should begin sending warning letters to motorists for violations of the 3 ft. law.

R3. By June 3, 2024, all law enforcement agencies should provide a means for citizens to report bicycle-related incidents that are not currently reported to law enforcement, similar to the SMC Sheriff's Department Online Crime Reporting portal.

R4. By June 3, 2024 each city, town, and unincorporated SMC should offer a bike safety education program for riders and motorists about the laws and safety facts related to bicycles on the road.

R5. By June 3, 2024, each city, town, and unincorporated SMC should update or generate a new Bicycle and Pedestrian Master Plan (or Active Transportation Plan) if their current plan is older than five years; consistent with the 2021 C/CAG San Mateo County Comprehensive Bicycle and Pedestrian Plan.

R6. By June 3, 2024, each city, town, and the county should apply (or reapply) online to generate the Bicycle Friendly Community Report Card.

R7. By February 1, 2024, the County should meet with cities within the County that are willing to participate, to consider establishing a regional effort that integrates the cities' bicycle plans and to discuss how the cities and County could work together to apply for grant opportunities as a region.

REQUEST FOR RESPONSES

Pursuant to Penal Code Section 933.05, the Civil Grand Jury requests responses from the San Mateo County Board of Supervisors, County Sheriff and all 20 cities and towns' governing bodies for each Finding and Recommendation.

The governing bodies should be aware that their comments or responses must be conducted subject to the Brown Act's notice, agenda, and open meeting requirements.

RESPONSE REQUIREMENTS

California Penal Code Section 933.05, provides (emphasis added):

(a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall report one of the following:

- (1) The respondent **agrees** with the finding.
 - (2) The respondent **disagrees** wholly or partially with the finding; in which case the response **shall specify the portion of the finding that is disputed and shall include an explanation of the reasons, therefore.**
- (b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:
- (1) The recommendation has been implemented, **with a summary regarding the implemented action.**
 - (2) The recommendation has not been implemented, but will be implemented in the future, **with a timeframe for implementation.**
 - (3) The recommendation requires further analysis, **with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.**
 - (4) The recommendation will not be implemented because it is not warranted or is not reasonable, **with an explanation, therefore.**

METHODOLOGY

The Grand Jury used a variety of tools to obtain information regarding bicycle riding and safety in San Mateo County:

- **Documents:** The Bike and Pedestrian Master Plans that cities use to explain approaches to planning, prioritizing projects, and re-engineering their communities to make riding and walking easier and safer. These documents came with a variety of titles:
 - Bike and Pedestrian Master Plans
 - Active Transportation Plans
 - Micro-Mobility Plans
 - Transportation Plans
- **Internet:** Almost all the historical and current information (including the availability of documents) regarding bicycle safety came from internet searches. Information from those searches was verified.
- **Survey:** The Grand Jury sent a survey in December 2022 using Google Forms to understand whether the cities believe eBikes were an issue in their communities. The results helped in defining the broader issue of bicycle safety.
 - The survey questions and results are in Appendix A.
 - Participants: The survey was sent to all the cities in SMC and, specifically, the City Managers. Many chose to have the chief of police of their city fill out the survey. Two cities did not respond to the survey.
- **Interviews:** The survey helped the Grand Jury develop a list of individuals for interviews. The questions for the interview came as a result of the investigation's pivot to the state of bicycle safety in San Mateo County as a general topic.
 - Participants:
 - Cities: Belmont, Daly City, Half Moon Bay, Hillsborough, Pacifica, Portola Valley, San Mateo, Woodside
 - Unincorporated San Mateo County
 - Police Departments: Burlingame, Foster City, Hillsborough, Redwood City, South San Francisco
 - Sheriff of SMC
 - BPACs: CCAG, Unincorporated SMC
 - CyclistVideoEvidence.com: Craig Davis

GLOSSARY

3 ft. Rule – Motorists must yield at least 3 feet between their vehicle and a bicyclist on all roadways. This rule was amended by State legislation through Assembly Bill 1909, approved by the Governor in 2022, and commencing January 2024. Additionally, this bill requires a vehicle that is passing or overtaking a vehicle to move over to an adjacent lane of traffic, as specified, if one is available, before passing or overtaking the bicycle.

Active Transportation - A means of getting around that is powered by human energy, primarily walking and bicycling.

BFA – Bike Friendly America. A program sponsored by the League of American Bicyclists to evaluate communities with respect to their support for bicycling. As of December 2022, 501 communities are certified.

BFC – Bike Friendly Community. A Bike Friendly Awards Report Card that is given to a community that applies for a ranking (i.e., Bronze, Silver, Gold, Platinum).

BPAC – Bicycle and Pedestrian Advisory Committee

CATSIP – California Active Transportation Safety Information Pages. An online resource for improving pedestrian and bicycle safety in California. This site is administered by UC Berkeley Safe Transportation Research and Education Center (SafeTREC)⁴². Funding for this program was provided by a grant from the California Office of Traffic Safety⁴³, through the National Highway Traffic Safety Administration (NHTSA).

C/CAG – City County Association of Governments of San Mateo County

Bicycle Roadways

- Bike paths (Class I): also termed shared-use or multi-use paths, are paved rights-of-way for exclusive use by bicyclists, pedestrians and those using non-motorized modes of travel. They are physically separated from vehicular traffic and can be constructed in roadway rights-of-way or exclusive rights-of-way. Bike paths provide critical connections in the city where roadways are absent or are not conducive to bicycle travel.
- Bike lanes (Class II): are defined by pavement striping and signage used to allocate a portion of a roadway for exclusive or preferential bicycle travel. Bike lanes are one-way facilities on either side of a roadway. Whenever possible, bike lanes should be enhanced with treatments that improve safety and connectivity by addressing site-specific issues, such as additional warning or wayfinding signage.
- Bike routes (Class III): provide shared use with motor vehicle traffic within the same travel lane. Designated by signs, bike routes provide continuity to other bike facilities or designate preferred routes through corridors with high demand. Whenever possible, bike

⁴² <http://safetrec.berkeley.edu/>

⁴³ <http://www.ots.ca.gov/>

routes should be enhanced with treatments that improve safety and connectivity, such as the use of "Sharrows" or shared lane markings to delineate the road as a shared-use facility.

- Cycle tracks (Class IV): Also referred to as protected bikeways, are exclusive bike facilities that combine the user experience of a separated path with the on-street infrastructure of a conventional bike lane. A cycle track is physically separated from motor traffic and distinct from the sidewalk. The separation may be in the form of posts, parked cars or a combination of both.

eBike – motorized bicycle that comes in three different classes:

- Class I: Bicycle equipped with a motor that aids only when pedaling and ceases when 20 mph is reached.
- Class II: Same capability as a Class 1 eBike with a throttle-actuated motor. No pedaling required when operated with the throttle.
- Class III: Bicycle equipped with a motor that aids only when pedaling and ceases when 28 mph is reached.

GJ – Grand Jury

MTC – Metropolitan Transportation Commission is the transportation planning, financing, and coordinating agency for the nine-county San Francisco Bay Area.

SHARROW – Sharrows are pavement markings that have been installed on city streets to provide guidance for both bicyclists and vehicles on roadways when sharing the road.

SMC ATP: San Mateo County Active Transportation Plan is a comprehensive framework to guide the development of active transportation projects and programs for walking, bicycling, and other forms of human powered movement for people of all ages and abilities throughout unincorporated County communities.

SWITRS – California Statewide Integrated Traffic Records System.

TIMS – Transportation Injury Mapping System developed by the Safe Transportation Research & Education Center at the University of California, Berkeley.

TR-INST Form – Notice to Appear form used by law enforcement for law infractions.

APPENDIX A: Bicycle Safety Best Practices

Bicycle Education Best Practices

There are two excellent examples of California communities that are investing in Bike Safety education: Davis and San Diego.

San Diego Bike Coalition:

This is an excellent reference tool to see all the kinds of bicycle safety education that can be offered and the resources that can be used to teach those courses. Again, the classes range from those for a variety of ages of bicyclists, basic bicycling, bicycle friendly motorist safety, and others.

<https://sdbikecoalition.org/our-work/education/>

Davis, California:

The City of Davis, CA, which is one of the leading bicycle communities in the US, has several pages of information about bike safety education on its website.

<https://www.cityofdavis.org/city-hall/public-works-engineering-and-transportation/bike-pedestrian-program>

Two Cities Committed to Bicycling: Portland, Oregon and Davis, California

Portland and Davis have become famous for their commitment to supporting bicycling, not only as recreational, but also as a true commuter alternative to motor vehicles and public transportation. Both have received the Platinum rating for a Bicycle Friendly Community from The League of American Bicyclists, while being quite different communities.

Portland is a large city of 622,000 residents with similar topography to the linked San Mateo County cities along El Camino Real: hilly and flat lands, urban centers, urban neighborhoods, suburbia, and major freeways. Portland advertises itself as “Bicycle Friendly” and claimed the highest percentage of bike commuters in US large cities in 2019 at 6% (Portland does annual bike ride census counts). Portland started investing in bicycle infrastructure with the acceptance of the 1973 Portland Bike Plan and the formation of a Bicycle Advisory Committee within the City Transportation Department. Since then, it has created:

- 385 miles of bikeways
- 36 miles of protected bike lanes
- A pedestrian and bicycle only bridge over the Willamette River and protected bike lanes on other bridges
- Intersections with bicycle specific traffic signals

- Bicycle boxes⁴⁴ at intersections to raise the visibility for motorists turning right
- A Safe Routes for Schools serving 100 schools
- 6500 bike racks to meet increased demand for safe stow of bicycles
- 3 bicycle plans over 40 years that establish policy, goals and a bikeway network
- \$60 M spent to 2008 on bicycle infrastructure (one mile of installed freeway costs \$60M)

Portland's safety record is very good for a large city: 4.3% of all traffic injury accidents from 2015-2019 are bicycle related. In comparison, San Francisco's number is 14% for the same period. Portland also does better than San Mateo County (8%) and a representative city, Redwood City (10%).

Davis in California is a small city between San Francisco and Sacramento with a population of 66,800. It has earned a nationwide reputation for supporting bicycles in its community (there is a bicycle on the city logo). The topography of Davis could not be flatter and more conducive to bicycle riding. The current statistics indicate that 20% of Davis's population commutes on bicycles. In 1967, Davis was the first community in the US to develop dedicated bicycle lanes (a total of 4!). The origins of this project were a couple that had visited the Netherlands, often cited as the most bicycle friendly nation in the world. They were so impressed with the bicycle infrastructure that they started a grassroots movement in Davis to promote safe bicycle riding. The group had to overcome CA law that did not support bike lanes on city streets, but once the law was revised, Davis proceeded to create bicycle infrastructure throughout the City:

- 63 miles of pathways
- 102 miles of bike lanes
- 75% of roads have a posted speed limit of 25 mph
- Of the 169 miles in the road network, 140 miles of roads are posted at 25 mph or less., 21 miles of roads are posted at between 25 mph and 35 mph, and 8 miles of roads posted over 35 mph
- 1 mile of bicycle boulevards
- 1 mile of cycle track
- 4 miles of buffered bike lanes
- 4,300 bike racks within the City and over 2,000 bike racks downtown
- 25 grade separated crossings. Four overpasses and 21 underpass crossings. Grade-separated crossings are used to move people on bikes and pedestrians over and under barriers like railroad tracks, busy roads, and the freeway.

Davis's bicycle accidents with injury (and fatalities) are high for a city of its size. However, the number of total accidents with injury is also very low compared to cities of comparable size. For

⁴⁴ <https://nacto.org/publication/urban-bikeway-design-guide/intersection-treatments/bike-boxes/>

example: in 2019 there were 60 bicycle accidents with injury and 221 total vehicle injury accidents resulting in 27% of all vehicular accidents involving a bicycle. Redwood City's number is 4.8%, but their number of bicycle commuters is less than 1%. If you look at the percentage of accidents with respect to the biking population for 2019, Davis's percentage is .4% and Redwood City's percentage is 2.4%. Davis's safety statistics are very good, given the number of bicycle riders.

Both Portland and Davis are renowned environments for bicycle riders because they committed early to bicycle infrastructure and consistently improved it over the years. The city government and the school systems actively support bicycle education. Both cities conduct counts to determine bicycle use. They are both advocates of the Vision Zero policy to reduce accidents and fatalities. They use the Bicycle Friendly Community evaluation process to assess their progress towards their bicycle plans and goals.

Disclosure: Portland, beginning in 2020, noted a decline in bicycle commuter percentages. Thinking it was an aberration of the pandemic shutdown, it continued to do annual bike counts. As of 2022, its percentage had gone down to 3.1%. The current theory of why there has been a decline is assumed to be the increase of work from home. Regardless, Portland continues to make improvements to its bicycle infrastructure and safety.

APPENDIX B: San Mateo County Bicycle and Pedestrian Master Plan List

Jurisdiction	Year	Name of Report	Link to Report
Atherton	Jul 2014	Town of Atherton Bicycle and Pedestrian Master Plan	https://www.ci.atherton.ca.us/DocumentCenter/View/1381/Atherton-BPMP_Proposed-Final-July-2014?bidId=
Belmont	Nov 2016	City of Belmont Comprehensive Pedestrian & Bicycle Plan	https://www.belmont.gov/home/showpublisheddocument/14951/636179086799900000
Brisbane	Feb 2017	Brisbane Pedestrian and Bicycle Master Plan	https://www.brisbaneca.org/sites/default/files/fileattachments/public_works/page/149/bikepedmasterplanappendices.pdf
Burlingame	Dec 2020	City of Burlingame Bicycle and Pedestrian Master Plan	https://www.burlingame.org/business_detail_T54_R154.php
Colma	Feb 2021	Colma El Camino Real Bicycle and Pedestrian Improvement Plan	https://www.colma.ca.gov/documents/ecr-improvement-plan/

Jurisdiction	Year	Name of Report	Link to Report
Daly City	Feb 2020	Walk Bike Daly City; City of Daly City Pedestrian and Bicycle Master Plan 2020	https://dalycity.org/1106/Daly-City-Pedestrian-and-Bicycle-Master-
East Palo Alto	Oct 2017	2017 East Palo Alto Bicycle Transportation Plan	https://www.cityofepa.org/sites/default/files/fileattachments/planning/page/2801/reso_4905_adopting_2017_bicycle_transportation_plan.pdf
Half Moon Bay	Sep 2019	City of Half Moon Bay Bicycle and Pedestrian Master Plan	https://www.half-moon-bay.ca.us/DocumentCenter/View/2243/Bicycle-and-Pedestrian-Master-Plan-Final?bidId=
Menlo Park	Nov 2020	City of Menlo Park Transportation Master Plan	https://beta.menlopark.org/Government/Departments/Public-Works/Transportation-Division/Bicycling
Millbrae	2021/2022	City of Millbrae Active Transportation Plan	https://www.ci.millbrae.ca.us/home/showpublisheddocument/25807/637787902014030000

Jurisdiction	Year	Name of Report	Link to Report
Pacifica	Feb 2020	City of Pacifica Bicycle & Pedestrian Master Plan	https://www.cityofpacifica.org/departments/public-works/engineering/bicycle-pedestrian-master-plan
Redwood City	July 2018	Redwood City Moves, A Comprehensive Assessment of Transportation with Redwood City	
San Bruno	Jul 2016	City of San Bruno Walk 'n Bike Plan	https://sanbruno.ca.gov/DocumentCenter/View/1733/Adopted-San-Bruno-Walk-n-Bike-Plan-PDF
San Carlos	Jun 2020	City of San Carlos Bicycle and Pedestrian Master Plan Final	https://www.cityofsancarlos.org/home/showpublisheddocument/8139/638155282314370000
San Mateo	Apr 2020	San Mateo Bicycle Master Plan April 2020 Final	https://www.cityofsanmateo.org/DocumentCenter/View/85445/2020-Bike-Master-Plan_Final_Updated-62021?bidId=

Jurisdiction	Year	Name of Report	Link to Report
South San Francisco	Mar 2022	Active South City: South San Francisco's Bicycle and Pedestrian Master Plan Draft	https://activesouthcity.com/wp-content/uploads/2022/03/SSF-ActiveSouthCity_PublicDraft_31March2022_plan_only.pdf
San Mateo County	2021	2021 C/CAG San Mateo County Comprehensive Bicycle and Pedestrian Plan	https://ccag.ca.gov/wp-content/uploads/2021/06/San-Mateo-County-Comprehensive-Bicycle-and-Pedestrian-Plan-Update-Final-Plan.pdf

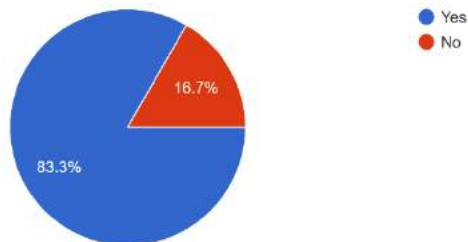
APPENDIX C: Survey Questions and Results

This is a summary of the responses:

1. Cities and law enforcement do not track bicycle and eBike accident statistics separately; in fact, most respondents did not track eBike specific data at all (94%).
2. Complaints on Class I Bicycle Roadways include speeding and not yielding to pedestrians.
3. Complaints on Class II and III Bicycle Roadways include speeding, improper signaling, mixed use of bikes/eBikes and violation of the 3 ft. Rule.
4. Of 361 citations issued, only 11 were specifically for eBikes. It is impossible to know if there were more eBikes in violation as there is no requirement to ID the type of bicycle when filling out the form.
5. Class 3 eBikes are more powerful machines and have specific laws regarding usage. Only 50% of the respondents were enforcing the Class 3 eBike laws.
6. Complaints and incidents regarding bicycles (from riders or others) come mostly through police reports, but also from input to City Halls, Redwood City’s “app”, city planning, parks and recreation.
7. 1/3 respondents said there has been an increase in complaints regarding bicycles in the last three years (speeding, underage use, reckless behavior, vehicular code).
8. 2/3 of respondents said there had not been an increase in complaints regarding eBikes and 25% said they didn’t know.
9. Civilian bicycle complaints are generally not available to the public (over 50% of respondents).
10. 44% of respondents said they don’t provide bicycle safety education.
11. Enforcement of bicycle-related law is done where appropriate, with discretionary authority. Effort is made to educate at the time of the infraction. Additional enforcement is budget driven.
12. Future planning for the regulation of bicycles and eBikes varies greatly in the responses (see Question II-16 in Appendix A).

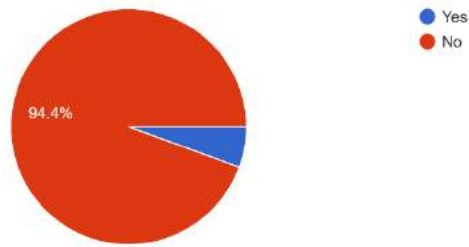
List of responses to questions (on the next page):

I-1: Do you track Bicycle accident statistics?
18 responses



I-2: Do you maintain eBike specific statistics with regard to accidents?

18 responses

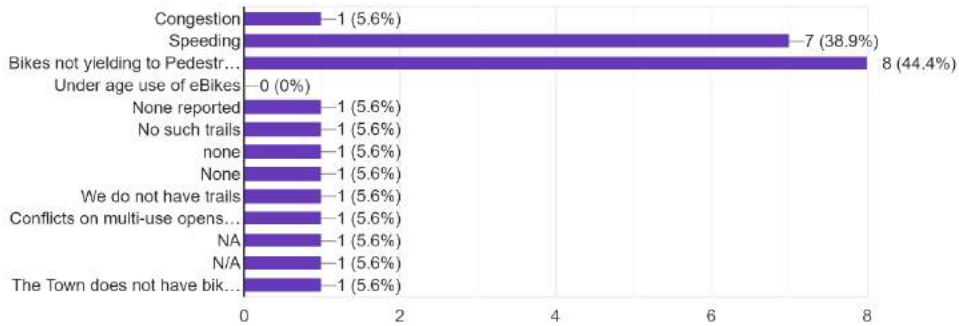


Number of bicycle accidents in 2022? 212

Number of bicycle accidents in 2020 to the end of 2021? 307

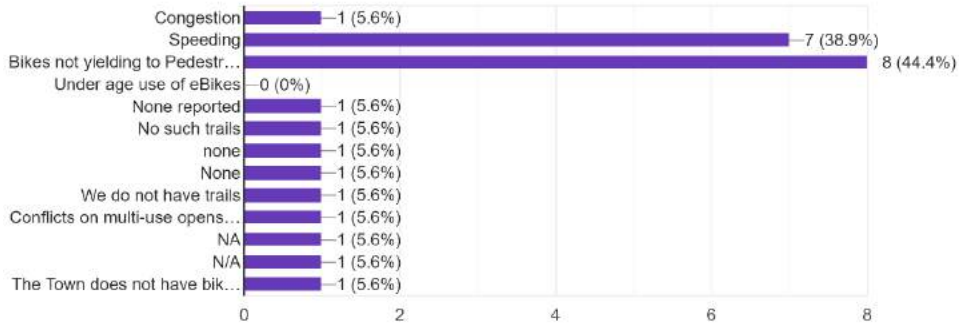
I-5: What are the safety issues on Bike/Ped Only Trails? Pick all that apply.

18 responses



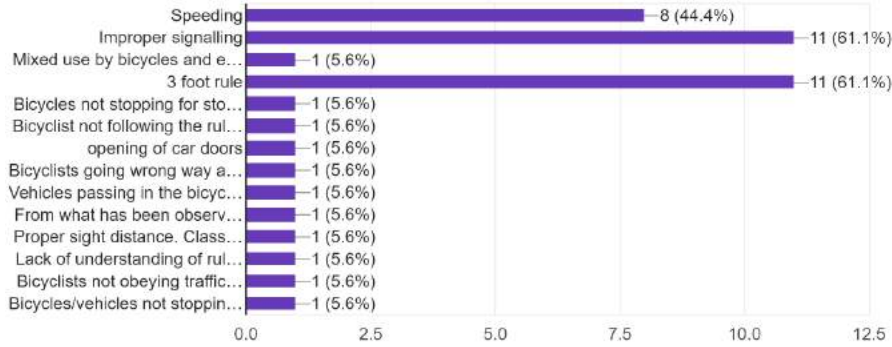
I-5: What are the safety issues on Bike/Ped Only Trails? Pick all that apply.

18 responses



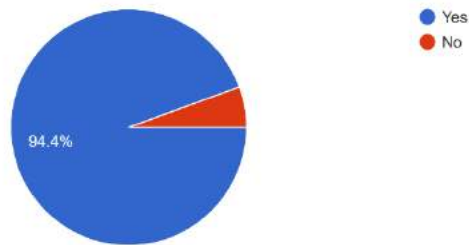
I-6: What are the safety issues for Bicycle Lanes shared with Vehicular Traffic? Pick all that apply.

18 responses



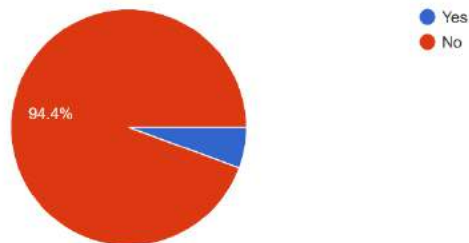
II-1: Are you aware of the laws governing Bicycles and eBikes?

18 responses



II-2: Do you have city codes governing eBikes only?

18 responses

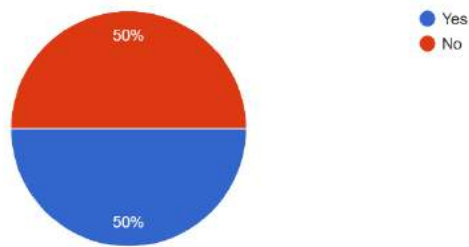


How many Bicycle citations were issued in the last year? 361

How many eBike Citations were issued in the last year? 0 [Comments: this information is not tracked]

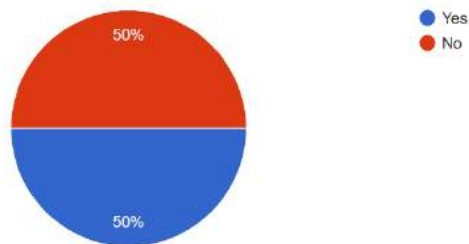
II-5: Currently, Class 3 eBikes are not allowed on Ped/Bike trails. Are you enforcing this law?

18 responses



II-6: Are you enforcing the age limit on Class 3 eBike usage (age 16 or older)?

18 responses



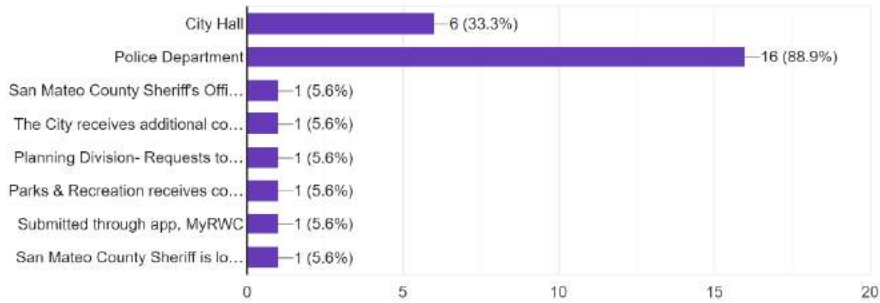
If you are enforcing bicycle/eBike law, how is it accomplished?

- Nothing too specific. Enforcement during routine patrol if violations are witnessed. The PD has done a few details and targeted patrols in our downtown area specifically looking for bicycle violations (riding on sidewalks, helmet violations, reckless behavior, etc.).
- The Police Department enforces all laws as appropriate and with necessary and legal discretionary authority.
- Education and Enforcement
- All officers are trained to enforce Vehicle Code and Municipal Code law on bicycles and eBikes.
- On view and by complaint.
- On view and calls for service which result in Education or Enforcement.
- Traffic enforcement resulting in citations and/or verbal warnings/ education to the public.
- Through proactive patrols, directed enforcement and calls for service.
- Most bicycle stops are made for violations occurring on roadways, not on trails or sidewalks. Most bike stops result in education and not citations as evidenced by our low citation numbers.
- Primarily through education and warnings.
- We have not enforced the Bicycle/eBike law because we have not received any comments to date that have triggered the Police Department to enforce.

- By Sheriff patrol.
- We can't enforce much because of limitations in light of funding and staffing needs

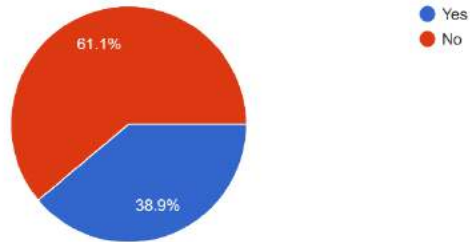
II-8: How are complaints regarding Bicycles/eBikes/eScooters logged in your city/town? Check all that apply.

18 responses



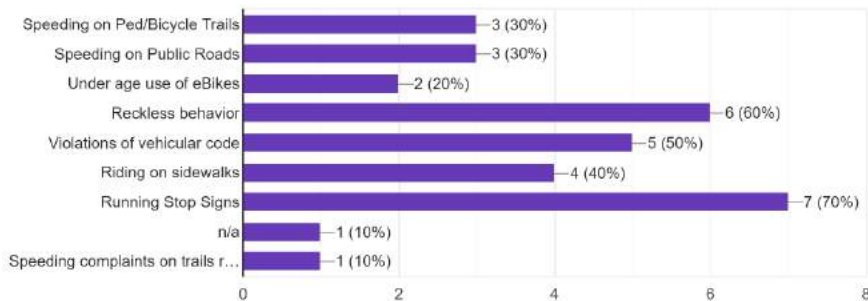
II-9: Has there been an increase in complaints regarding Bicycles in the last three years?

18 responses



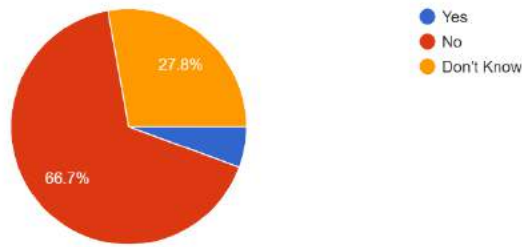
II-10: If yes, what kind of complaints about Bicycles? Check all that apply.

10 responses



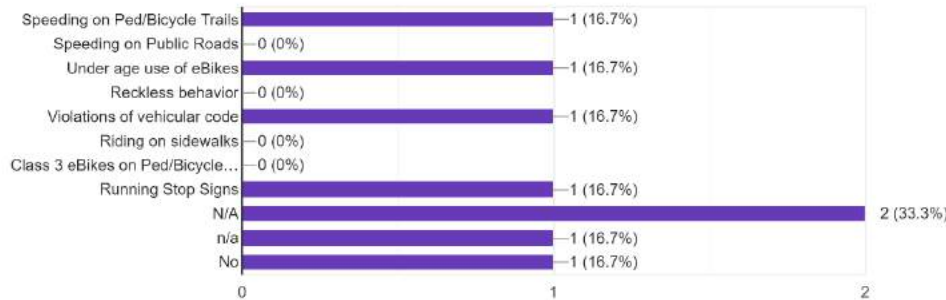
II-11: Has there been an increase in complaints regarding eBikes in the last three years?

18 responses



II-12: If yes, what kind of complaints about eBikes? Check all that apply.

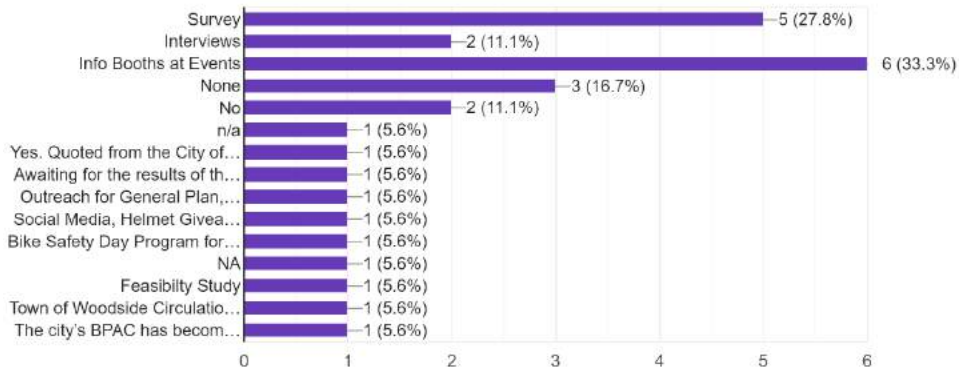
6 responses



II-13: Have you done anything to solicit information from citizens regarding bicycle/eBike safety?

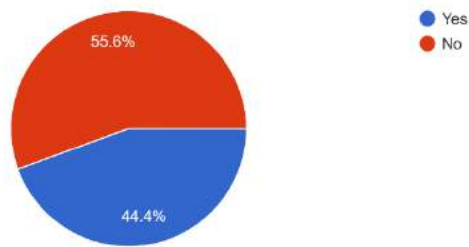
Check all that apply.

18 responses



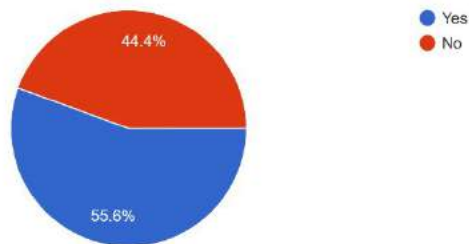
II-14: Is documentation relative to citizen complaints available?

18 responses



II-15: Do you provide Bicycle and eBike Safety Education?

18 responses



Does your city/town have any future plans regarding the regulation of bicycles and eBikes?

- Not at this time.
- Yes. Additional and improved bike lanes.
- Policies in the newly adopted General Plan supporting alternative modes of transportation, including bikes.
- Awaiting the results of the County-wide eBike pilot to determine best practices to implement.
- Not at this time.
- Not at this time. There have not been complaints/concerns regarding eBikes.
- Not at this time.
- Not that I am aware of.
- No, unless we start receiving complaints.
- Yes, The City of South San Francisco's Bicycle and Pedestrian Master Plan.
- No
- As the Town begins to understand various micro-mobility issues going forward, eBikes being part of that growth pattern, we will plan to prepare plans and outreach material to help educate the bike populations on eBike protocols and safety.
- With the growing development, more bike facilities are being provided for the general public. Public outreach and programs to help educate both current/new users are currently

being implemented citywide. Buildout of Bike & Pedestrian master plan is underway. Alameda de Las Pulgas and Ralston 4 designs are underway. Creation of a transportation master plan is also underway. Parks & Recreation Department is developing a Master Plan that also includes implementation of eBikes policies on open space trails.

- Yes
- Nothing specific regulatory changes planned at this time.
- City is currently drafting ordinance language to address the increasing number of electric mobility devices that are present on trails and paths. Many conversations have occurred at BPAC and council (among other committees and commissions) and will continue in 2024.



STAFF REPORT

City Council Meeting Date: 9/26/2023
Staff Report Number: 23-213-CC

Consent Calendar: Award a construction contract to Bay Point Control, Inc. dba Marina Mechanical for the minimum point of entry and dispatch rooms heating, ventilation, and air conditioning upgrade project and determine this action is categorically exempt under California Environmental Quality Act Guidelines §15301 exemption for existing facilities

Recommendation

Staff recommends that the City Council award a \$238,100 contract to Bay Point Control, Inc. dba Marina Mechanical, approve construction contingency in the amount of \$47,620 (held by the City), approve construction administration fees in the amount of \$45,000, and determine that this action is categorically exempt under California Environmental Quality Act (CEQA) Guidelines §15301 for the minimum point of entry (MPOE) and dispatch rooms heating, ventilation, and air conditioning (HVAC) upgrade project.

Policy Issues

This project is consistent with the City’s goal of maintaining its municipal infrastructure. The City Council must take action to award or reject construction bids for capital improvement projects per public contracting requirements. The project is included in the fiscal year 2023-24 capital improvement program.

Background

The MPOE and dispatch rooms, located in the police department building at 701 Laurel St., house the information technology (IT) servers that support the operational needs of the police department and City Hall. These servers are a vital component of the infrastructure supporting essential City services and the secure storage of crucial electronic data. Given their significance, the servers and their associated equipment must be maintained within optimal temperature parameters to ensure uninterrupted use.

The configuration of the IT servers and their equipment generates a notable amount of heat. As such, an efficient flow of cool air is required to properly cool and effectively operate the equipment. This is needed to regulate and maintain the ambient air quality, temperature and humidity in the room. The HVAC system is critical infrastructure.

The existing HVAC systems in the MPOE and dispatch rooms are deficient. They are unable to provide adequate temperature control for the optimal performance of the equipment. In view of these challenges, this project will replace the existing HVAC system. The project will introduce requisite enhancements that can accommodate both the present and anticipated future electrical loads to ensure proper room ventilation.

On Sept. 15, 2022, staff advertised the MPOE room HVAC upgrade project and received one bid Oct. 19,

2022. The bid was found to be non-responsive pursuant to the public contracting code and was rejected by the City Council Dec. 6, 2022. The project was revised to include the HVAC upgrades at the dispatch room and was re-advertised July 10. Two bids were received as further described in the Analysis section.

Analysis

On July 10, staff advertised the revised project for construction bidding with an engineer’s estimate of \$139,000. The project was advertised on the City website, on PlanetBids, a procurement platform utilized by the City, and published twice in a local newspaper. The project specifications stipulated that the contract award would be based on the base bid and the bidders’ responsiveness to the project documents. Construction bids were opened Aug. 21 and the bid results are summarized in Table 1.

Table 1: Bid results	
Bidder	Bid total
Engineer’s estimate	\$139,000
ADC Construction	Non-responsive
Bay Point Control Inc. dba Marina Mechanical	\$238,100

Staff discovered omissions in the bid submitted by ADC Construction, which violated the Public Contracting Code. The omissions constituted grounds for finding their bid non-responsive and staff distributed a bid rejection notice to ADC Construction. Bay Point Control Inc. dba Marina Mechanical was determined to be the lowest bidder. Their bid price of \$238,100 is 71% above the engineer’s estimate. After the bids were opened, staff coordinated with the consultant design team to better understand the large discrepancy between the apparent low bid and the engineer’s estimate. The uncertain inflationary environment and high demand for skilled labor are some of the factors that led to a higher bid price. The scope of work is also specialized; therefore, the City will procure a third party estimate for future HVAC projects.

City staff has found the low bidder to be experienced with projects involving similar scopes of work. Staff has also found the low bidder to be both responsive and responsible per public contracting code requirements. Subject to the City Council’s award of contract, the project construction is tentatively scheduled between October and December 2023.

Impact on City Resources

This project is included in the fiscal year 2023-24 capital improvement program, with \$545,000 in available funding from the general capital improvement fund for HVAC improvements in City buildings. The estimated construction budget is summarized in Table 2 and totals \$330,720, including a 20% construction contingency to account for unforeseen site issues, and construction administration. Construction administration fees are estimated at \$45,000 and include construction management, consultant services for engineering, and inspection. The remaining available funding, after the MPOE and dispatch rooms improvement project is complete, will be applied to future HVAC improvement projects at other City buildings.

Table 2: Construction budget	
Item	Cost
Construction subtotal	\$238,100
Contingency	\$47,620
Construction administration	\$45,000
Total budget	\$330,720
Available funding	\$545,000

Staff recommends that the City Council award a \$238,100 construction contract to Bay Point Control, Inc. dba Marina Mechanical, approve contingency (held by the City) in the amount of \$47,620, and approve construction administration fees totaling \$45,000 for the MPOE and dispatch rooms HVAC upgrade project.

Environmental Review

This project is categorically exempt under §15301 – Class 1 of the CEQA Guidelines. This section allows for minor alterations and replacement of existing 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.

Attachments

- A. Construction contract

Report prepared by:
 Arian Khosravian, Project Manager

Report reviewed by:
 Tanisha Werner, Assistant Public Works Director – Engineering

CONSTRUCTION AGREEMENT

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



Agreement #:
AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND BAY POINT CONTROL, INC. DBA MARINA MECHANICAL
THIS CONSTRUCTION CONTRACT ("Contract") is made and entered into this ____ day of _____, _____ ("Execution Date") by and between the CITY OF MENLO PARK, a California municipal corporation, ("City") and BAY POINT CONTROL, INC. DBA MARINA MECHANICAL ("Contractor").
RECITALS
<p>A. Contractor is a <u>California Corporation</u> duly organized and in good standing in the State of California, License Number <u>416198</u>. Contractor represents and warrants that it has the background and experience set forth in the Contractor's responses to the notice inviting bids.</p> <p>B. Contractor represents that it is duly licensed by the State of California and has the background, knowledge, experience and expertise to perform the obligations set forth in this Contract.</p> <p>C. On <u>July 10, 2023</u>, the City issued a Notice to Contractors inviting bids for the Project. A copy of the Contractor's Bid proposal and List of Subcontractors is attached herein and incorporated by this reference.</p> <p>D. The City desires to retain Contractor as an independent contractor to provide the construction and other services identified in this Contract for the Project upon the terms and conditions contained herein.</p>
AGREEMENT
<p>NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants and conditions contained herein, the parties hereby agree as follows:</p> <p>1. DEFINITIONS. Capitalized terms used throughout the Contract Documents shall have the meanings set forth in this Contract and/or the Special Provisions. If there is a conflict between the definitions in this Contract and the Special Provisions, the definitions in this Contract shall prevail.</p> <p>2. PROJECT. The project is the construction of <u>Minimum Point of Entry (MPOE) and Dispatch Rooms HVAC Upgrade</u> ("Project"). The work includes all labor, materials, equipment, services, permits, licenses and taxes, and all other things necessary for Contractor to perform its obligations and complete the Project, including, without limitation, any Change Orders executed by City and Contractor in</p>

accordance with the requirements of the Contract Documents (“Work”).

3. CONTRACT DOCUMENTS.

3.1 List of Documents. The Contract Documents (sometimes collectively referred to as “Agreement” or “Bid Documents”) consist of the following documents which are on file with the Public Works Department and are hereby incorporated by reference.

- 1) Change Orders
- 2) Field Orders
- 3) Contract
- 4) Bidding Addenda
- 5) Special Provisions
- 6) Project Plans and Drawings
- 7) Technical Specifications
- 8) City Standard Details
- 9) State of California Department of Transportation Specifications, 2006 Edition (Cal Trans specifications)
- 10) Notice to Contractors
- 11) Contractor's Bid
- 12 Bidder Certifications, Questionnaire and Statements
- 13) Reports listed in the Contract Documents
- 14) City of Menlo Park Waste Management Form, Waste Management Daily Transport Report
- 15) City of Menlo Park Truck Route Map and Regulations
- 16) Performance, Payment and Maintenance Bonds

3.2 Order of Precedence. For the purposes of construing, interpreting and resolving inconsistencies between and among the provisions of this Contract, the Contract Documents shall have the order of precedence as set forth in the preceding section. If a claimed inconsistency cannot be resolved through the order of precedence, the City shall have the sole power to decide which document or provision shall govern as may be in the best interests of the City.

4. PERMITS. Contractor, at its sole expense, shall obtain and maintain during the term of this Contract, all appropriate permits, licenses and certificates that may be required in connection with the performance of the Work, including, but not limited to, a City business license.

5. DEPARTMENT OF INDUSTRIAL RELATIONS. Contractor and any subcontractor performing Work on this Project shall be registered with the Department of Industrial Relations (“DIR”) pursuant to Labor Code Section 1725.5. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR pursuant to Labor Code Section 1725.5, with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a). This Project is subject to compliance monitoring and enforcement by the DIR. It is the responsibility of the Contractor to ensure all DIR requirements and regulations are met and stay current. For more information see <http://dir.ca.gov/Public-Works/SB854.html>.

6. TERM. This Contract is effective on the Execution Date set forth in the initial paragraph of

this Contract and shall remain in effect until the Project has been satisfactorily completed by Contractor, unless earlier terminated pursuant to the terms of this Contract.

7. **TIME OF COMPLETION.** Time is of the essence with respect to all time limits set forth in the Contract Documents. Contractor shall commence the Work on the date specified in the City's Notice to Proceed. Contractor shall diligently prosecute the Work to Substantial Completion within (35) thirty-five calendar days after the date specified in the City's Notice to Proceed ("Contract Time"). The Contract Time may only be adjusted for extensions of time approved by the City and agreed to by Change Order executed by City and Contractor in accordance with the requirements of the Contract Documents.

8. **COMPENSATION.** The City agrees to compensate Contractor for its satisfactory completion of the Work in compliance with the Contract Documents for the not to exceed amount of Two-Hundred Thirty-Eight thousand one-hundred (\$238,100) ("Contract Sum"). Payment shall be as set forth in the Plans, Special Provisions and/or Technical Specifications. The Contract Sum may only be adjusted by Change Orders issued, executed and satisfactorily performed by Contractor in accordance with the requirements of the Contract Documents. The Contract Sum shall be adjusted (upward or downward) only to account for Change Orders. The Contract Sum is and shall be full compensation for all Work performed by Contractor. The Contract Sum shall cover all losses arising out of the nature of the Work or from the elements or any unforeseen difficulties or obstructions which may arise or be encountered in performance of the Work until its Acceptance by the City, all risks connected with the Work and any and all expenses incurred due to the suspension or discontinuance of the Work.

9. **STANDARD OF PERFORMANCE.** As a material inducement to the City to enter into this Contract, Contractor hereby represents and warrants that it has the qualifications and experience necessary to undertake the Work to be provided and the Project to be completed pursuant to this Contract. Contractor agrees that the Work shall be performed by qualified, experienced and well-supervised personnel. The Work performed pursuant to this Contract shall be performed in a manner consistent with the standard of care under California law applicable to those who specialize in providing such services for projects of the type, scope and complexity of the Project.

10. **COMPLAINCE WITH LAW.** This Project constitutes a public work within the meaning of California Labor Code Section 1720 et. seq. and is subject to prevailing wage laws. The Work performed by Contractor pursuant to this Contract shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the City, and any federal, state or local governmental agency having jurisdiction in effect at the time the work is rendered.

11. **REPRESENTATIVE.** Carl Koss is hereby designated as the project manager/superintendent/foreman of Contractor authorized to act on its behalf with respect to the Work specified in this Contract. It is expressly understood that the experience, knowledge, capability and reputation of Bay Point Control, Inc. dba Marina Mechanical were a substantial inducement for City to enter into this Contract. Therefore, Carl Koss shall be responsible during the term of this Contract for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. The representative may not be changed by

Contractor without the express written approval of the City.

12. LIQUIDATED DAMAGES.

12.1 Entitlement. City and Contractor acknowledge and agree that if Contractor fails to fully and satisfactorily complete the Work within the Contract Time, the City will suffer, as a result of Contractor's failure, substantial damages which are both extremely difficult and impracticable to ascertain. Such damages may include, but are not limited to: (a) loss of public confidence in the City and its contractors; (b) loss of public use of public facilities; and (c) extended disruption to public.

12.2 Daily Amount. City and Contractor have reasonably endeavored, but failed, to ascertain the actual damage that the City will incur if the Contractor fails to achieve Substantial Completion of the Work within the Contract Time. Therefore, the parties agree that in addition to all other damages to which the City may be entitled other than delay damages, in the event the Contractor shall fail to achieve Substantial Completion of the Work within the Contract Time, Contractor shall pay City as liquidated damages the amount of five hundred Dollars (\$500) per day for each calendar day after the expiration of the Contract Time until Contractor achieves Substantial Completion of the Work. The liquidated damages amount is not a penalty, but a reasonable estimate of the amount of damages the City will suffer.

12.3 Apportionment. Such liquidated damages shall be subject to reduction for delays for which Contractor is entitled to receive an extension of time under the Contract Documents ("Apportionment"). Such Apportionment shall not be affected by the fact that liquidated damages may not be applied for periods of time during which delays have occurred that are caused by both City and Contractor. It is agreed that the liquidated damages shall not be applied for portions of the Work completed prior to the expiration of the Contract Time.

12.4 Exclusive Remedy. City and Contractor acknowledge and agree that this Section 11, Liquidated Damages, shall be the City's only remedy for delay damages caused by the Contractor's failure to achieve Substantial Completion of the Work within the Contract Time.

12.5 Damages upon Abandonment. In the event that the Contractor either abandons the Work or is terminated for default in accordance with the provisions of this Contract, City shall have the right, in its sole discretion exercised by written notice issued either before or after Substantial Completion, to elect to either assert or waive its right to liquidated damages. If City elects to assert its right to liquidated damages, then the liquidated damages shall be calculated from expiration of the Contract Time to the date that Substantial Completion of the Work is achieved by the City or its replacement contractor employed to complete Contractor's performance. If City elects to waive its right to liquidated damages, then Contractor shall be liable to the City, in lieu of the liquidated damages, for all actual Losses (as defined in the General Conditions) proximately resulting from Contractor's failure to complete the Work within the Contract Time.

12.6 Other Remedies. The parties further acknowledge and agree that the City is entitled to any and all available legal and equitable remedies City may have where City's Losses are caused by any reason other than Contractor's failure to achieve Substantial Completion of the Work within the Contract Time.

13. INDEPENDENT CONTRACTOR. Contractor is, and shall at all times remain as to the City, a wholly independent contractor and not an agent or employee of the City. Contractor shall receive no premium or enhanced pay for work normally understood as overtime, nor shall Contractor receive holiday pay, sick leave, administrative leave, or pay for any other time not actually worked. The intention of the parties is that Contractor shall not be eligible for benefits and shall receive no compensation from the City except as expressly set forth in this Contract. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the City or otherwise act on behalf of the City as an agent. Neither the City, nor any of its agents shall have control over the conduct of Contractor, any of Contractor's employees, or any subcontractors, except as set forth in this Contract. Contractor shall at no time, or in any manner, represent that it or any of its agents or employees or subcontractors are in any manner employees of the City. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Contract, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by this Contract. Contractor shall fully comply with the worker's compensation law regarding Contractor, Contractor's employees and subconsultants. Contractor further agrees to indemnify and hold the City harmless from any failure of Contractor and any subconsultants to comply with applicable worker's compensation laws.

14. CONFLICT OF INTEREST. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the work to be performed by Consultant under this Contract, or which would conflict in any manner with the performance of its services hereunder. Contractor further covenants that, in performance of this Contract, no person having any such interest shall be employed by it. Furthermore, Contractor shall avoid the appearance of having any interest which would conflict in any manner with the performance of the work pursuant to this Contract. Contractor agrees not to accept any employment during the term of this Contract which is or may make Contractor financially interested, as provided in California Government Code Sections 1090 and 87100, in any decision made by the City on any matter in connection with which Contractor has been retained pursuant to this Contract. However, nothing herein shall preclude Contractor from accepting other engagements with the City.

15. INDEMNIFICATION.

15.1 To the fullest extent permitted by law, Contractor shall indemnify, defend, with independent counsel approved by the City, and hold harmless the City, and its elective or appointive boards, officers, employees agents and volunteers ("Indemnitee") from and against any and all claims, losses, or liability that may arise out of or result from damages to property or personal injury received by reason of, or in the course of work performed under this Contract due to the acts or omissions of Contractor or Contractor's officers, employees, agents or

subcontractors. The indemnification provisions survive completion of the Work or the termination of this Contract. The acceptance of such services shall not operate as a waiver of such right of indemnification. Notwithstanding the foregoing, nothing contained herein shall be construed as obligating Contractor to indemnify any Indemnitee for any claims, losses or liability resulting from the sole or active negligence or willful misconduct of the Indemnitee. Contractor shall pay City for any costs incurred in enforcing this provision.

15.2 The City does not and shall not waive any rights that they may possess against Contractor because of the acceptance by the City or the deposit with the City of any insurance policy or certificate required pursuant to this Contract. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

15.3 Pursuant to Public Contract Code Section 9201, the City shall timely notify Contractor upon receipt of any third-party claim relating to the Contract.

16. ASSIGNABILITY. The parties agree that the experience and qualifications of Contractor as set forth in the Contractor's Bid are material considerations for the City entering into this Contract. Consultant shall not assign or transfer any interest in this Contract, without the prior written consent of the City, and any attempt by Contractor to do so shall be void and of no effect and a breach of this Contract. For purposes of this section, the sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor or of any general partner or joint venturer or syndicate member of Contractor, if a partnership or joint venture or syndicate or co-tenancy exists, which shall result in changing the control of Contractor, shall be construed as an assignment of this Construction Contract. Control means more than fifty percent (50%) of the voting power of the corporation or other entity.

17. INSURANCE AND BOND REQUIREMENTS.

17.1 Prior to the commencement of any Work, the Contractor shall provide the City with evidence that it has obtained the insurance required by this Section and all bonds, including, but not limited to, payment and performance bonds, required in the Special Provisions. Failure to obtain and maintain the required insurance and bonds to so shall be deemed a material breach of this Contract.

17.2 Insurance Requirements. Contractor shall obtain the following insurance.

A. Worker's Compensation and Employer's Liability Insurance: The CONTRACTOR shall have in effect during the entire life of this Contract workers' compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Contract, the CONTRACTOR 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 Contract."

B. Commercial General Liability Insurance: The CONTRACTOR shall take out and maintain during the life of this Contract 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 Contract 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 CONTRACTOR's operations under this Contract, whether such operations be by CONTRACTOR 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 two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) in aggregate, or four million dollars (\$4,000,000) combined single limit bodily injury and property damage for each occurrence. CONTRACTOR shall provide the City with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions.

C. Automobile Liability Insurance: CONTRACTOR shall maintain Automobile Liability Insurance pursuant to this Contract 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.

17.3 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 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.

17.4 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 Contract to the contrary, immediately declare a material breach of this Contract and suspend all further work pursuant to this Contract.

17.5. Before the execution of this Contract, any deductibles or self-insured retentions must be declared to and approved by CITY.

18. SUSPENSION. The City may, at any time and from time to time, without cause, order Contractor, in writing ("Suspension Order"), to suspend, delay, or interrupt the Work in whole or in part for such period of time, up to an aggregate of fifty percent (50%) of the Contract Time, as City may determine, with such period of suspension to be computed from the date of the Suspension Order. Upon receipt of a Suspension Order, Contractor shall, at City's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Work covered by the Suspension Order during the period of work stoppage. Within the period of the above noted aggregate time, or such extension to that period as is agreed upon by Contractor and City, City shall either cancel the Suspension Order or delete the work covered by the

Suspension Order by issuing a Change Order. If a Suspension Order is canceled or expires, Contractor shall resume and continue with the Work. A Change Order will be issued to cover any adjustments of the Contract Sum or the Contract Time necessarily caused by such suspension.

19. BOOKS AND RECORDS. Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract in accordance with generally accepted accounting principles and practices consistently applied. City and City's accountants shall be afforded access at all times during normal business hours, to inspect, audit and copy Contractor's records, books, estimates, take-offs, cost reports, ledgers, schedules, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and Contractor shall preserve these for a period of three years after the later of (i) final payment or (ii) final resolution of all Contract Disputes and other disputes or for such longer period as may be required by law. Contractor's compliance with any request by City pursuant to this Section 18 shall be a condition precedent to filing or maintenance of any legal action or proceeding by Contractor against City and to Contractor's right to receive further payments under the Contract Documents. Any failure by Contractor to provide access to its business records for inspection or copying by City shall be specifically enforceable by issuance of a writ or a provisional or permanent mandatory injunction by a court of competent jurisdiction based on affidavits submitted to such court, without the necessity of oral testimony.

20. WAIVER. Waiver by either party of any breach or violation of any one or more terms or conditions of this Contract shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. Acceptance by the City of the performance of any work by the Contractor shall not be deemed to be a waiver of any term or condition of this Contract. In no event shall the City's making of any payment to Contractor constitute or be construed as a waiver by the City of any breach of this Contract, or any default which may then exist on the part of Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

21. DEFAULT. In the event the City determines, in its sole discretion, that Contractor has failed or refused to perform any of the obligations set forth in the Contract Documents, or is in breach of any provision of the Contract Documents, the City may give written notice of default to Contractor in the manner specified for this giving of notices in this Contract. Except for emergencies, Contractor shall cure any default in performance of its obligations under the Contract Documents within two (2) business days after receipt of written notice. However, if the breach cannot be reasonably cured within such time, Contractor will commence to cure the breach within two (2) days and will diligently and continuously prosecute such cure to completion within a reasonable time, which shall in no event be later than ten (10) days after receipt of such written notice.

22. CITY RIGHTS AND REMEDIES.

22.1 Remedies Upon Default. In the event that Contractor fails to cure any default of this Contract within the time period set forth in Section 20, then City may pursue any remedies available under law or equity, including, without limitation, the following: (1) the City may, without terminating the Contract, delete certain portions of the Work, reserving to itself all rights to losses related thereto; (2) the City may, without terminating the Contract, engage others to perform the Work or portion of the Work that has not been performed by the Contractor and withhold the cost thereof to City from future payments to the Contractor, reserving to itself all rights to Losses related thereto; or (3) the City may, without terminating the Contract and reserving to itself all rights to Losses related thereto, suspend all or any portion of this Construction Contract for as long a period of time as City determines, in its sole discretion, appropriate, in which event City shall have no obligation to adjust the Contract Sum or Contract Time, and shall have no liability to Contractor for damages if City directs Contractor to resume Work; (4) the City may terminate all or any part of this Contract for default, reserving to itself all rights of Losses related thereto; or (5) the City may, without terminating the Contract and reserving to itself all rights to Losses related thereto, exercise its rights under the Performance Bond.

22.2 Additional Provisions. All of City's rights and remedies under this Contract are cumulative, and shall be in addition to those rights and remedies available in law or in equity. Designation in the Contract Documents of certain breaches as material shall not be construed as implying that other breaches not so designated are not material nor shall such designations be construed as limiting City's right to terminate the Contract, or the exercise of its other rights or remedies for default, to only material breaches. City's determination of whether there has been noncompliance with the Contract so as to warrant exercise by City of its rights and remedies for default under the Contract, shall be binding on all parties. No termination or action taken by City after such termination shall prejudice any other rights or remedies of City provided by law or equity or by the Contract Documents upon such termination; and City may proceed against Contractor to recover all liquidated damages and Losses suffered by City.

22.3 Delays by Sureties. Without limitation to any of City's other rights or remedies under the law, City has the right to suspend the performance by Contractor's sureties in the event of any of the following: (1) failure of the sureties to begin Work within a reasonable time in such manner as to insure full compliance with the Contract within the Contract Time; (2) abandonment of the Work; (3) if at any time City is of the opinion the Work is unnecessarily or unreasonably delayed; (4) willful violation of any terms of the Contract; (5) failure to perform according to the Contract Documents; or (6) failure to follow instructions of City for its completion within the Contract Time. City will serve notice of such failure upon the sureties and in the event the sureties neglect or refuse to cure the breach within the time specified in such notice, City shall have the power to suspend the performance or any part thereof of the sureties.

22.4 Damages to the City. The City will be entitled to recovery of all Losses under law or equity in the event of Contractor's default under the Contract Documents. In the event that City's Losses arise from Contractor's default under the Contract Documents, City shall be entitled to

withhold monies otherwise payable to Contractor until Final Completion, as defined in the General Conditions, of the Project. If City incurs Losses due to Contractor's default, then the amount of Losses shall be deducted from the amounts withheld. Should the amount withheld exceed the amount deducted, the balance will be paid to Contractor or its designee upon Final Completion of the Project. If the Losses incurred by City exceed the amount withheld, Contractor shall be liable to City for the difference and shall promptly remit same to City.

22.5 Termination of the Contract for Default. Without limitation to any of City's other rights or remedies at law or in equity, and reserving to itself all rights to Losses related thereto, City shall have the right to terminate this Contract, in whole or in part, upon the failure of Contractor to promptly cure any default. City's election to terminate the Contract for default shall be communicated by giving Contractor a written notice of termination in the manner specified for the giving of notices in the Contract. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein.

22.6 Termination Without Cause. City shall have the option, at its sole discretion and without cause, of terminating this Contract in part or in whole by giving thirty (30) days written notice to Contractor. Contractor agrees to accept such sums as allowed under this Section as its sole and exclusive compensation and waives any claim for other compensation or Losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect or incidental damages of any kind.

22.7 Compensation. Following termination without cause and within forty-five (45) days after receipt of a billing from Contractor seeking payment of sums authorized by this Section, City shall pay to Contractor as its sole compensation for performance of the Work the following: (1) the amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor; (2) reasonable costs of Contractor and its Subcontractors and Sub-subcontractors for demobilizing and administering the close-out of its participation in the Project (including, without limitation, all billing and accounting functions, not including attorney or expert fees) for a period of no longer than thirty (30) days after receipt of the notice of termination in an amount not to exceed the daily sum payable to Contractor for Compensable Delays; (3) previously unpaid cost of any items delivered to the Project Site which were fabricated for subsequent incorporation in the Work.

22.8 Subcontractors. Contractor shall include provisions in all of its subcontracts, purchase orders and other contracts permitting termination for convenience by Contractor on terms that are consistent with this Contract and that afford no greater rights of recovery against Contractor than are afforded to Contractor under this Section.

22.9 Contractor's Duties Upon Termination. Upon receipt of a notice of termination for default or for convenience, Contractor shall, unless the notice directs otherwise, do the following: (1) immediately discontinue the Work to the extent specified in the notice; (2) place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued; (3) provide to City a description, in writing no later than fifteen (15) days after receipt of the notice of termination,

of all subcontracts, purchase orders and contracts that are outstanding, including, without limitation, the terms of the original price, any changes, payments, balance owing, the status of the portion of the Work covered and a copy of the subcontract, purchase order or contract and any written changes, amendments or modifications thereto, together with such other information as City may determine necessary in order to decide whether to accept assignment of or request Contractor to terminate the subcontract, purchase order or contract; (4) promptly assign to City those subcontracts, purchase orders or contracts, or portions thereof, that City elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or contracts, or portions thereof, that City does not elect to accept by assignment; and (5) hereafter do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project Site or in transit thereto.

23. CONTRACTOR'S RIGHTS AND REMEDIES. Contractor may terminate this Construction Contract for cause only upon the occurrence of one of the following: (1) the Work is stopped for sixty (60) consecutive days, through no act or fault of Contractor, any subcontractor or any employee or agent of Contractor or any subcontractor, due to issuance of an order of a court or other public authority other than City having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable; or (2) if the City does not make payment of sums that are not in good faith disputed by the City and does not cure such default within ninety (90) days after receipt of notice from Contractor, then upon an additional thirty (30) days' notice to City, Contractor may terminate the Contract.

23.1 Damages to Contractor. In the event of termination for cause by Contractor, City shall pay Contractor the sums provided for in Section 21 above. Contractor agrees to accept such sums as its sole and exclusive compensation and agrees to waive any claim for other compensation or Losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect and incidental damages, of any kind.

24. NOTICES. Any notices or other communications required or permitted to be given under this Contract shall be given in writing by personal delivery, by a recognized courier service, or by U.S. mail, postage prepaid, and return receipt requested, addressed to the respective parties as follows:

To City:

Assistant Public Works Director/City Engineer
City of Menlo Park
City Hall, 701 Laurel St.
Menlo Park, CA 94025

To Contractor:

Carl Koss
Bay Point Control, Inc. dba Marina
Mechanical
4763 Bennett Drive
Livermore, CA 94551

25. Notice shall be deemed communicated on the earlier of actual receipt or 48 hours after deposit in the U.S. mail, or the date of delivery shown on deliverer's receipt. In the event of any change of address, the moving party is obligated to notify the other party of the change of address in writing within a reasonable period of time.

In addition, copies of all Claims by Contractor under this contract shall be provided to the City Attorney as follows:

To City Attorney:

City Attorney
Burke, Williams & Sorensen, LLP
181 Third Street, Suite 200
San Rafael, CA 94901

All claims shall be delivered personally or sent by certified mail.

26. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. In the performance of this Contract, Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental handicap, or medical condition. Contractor will take affirmative action to ensure that employees are treated without regard to race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental handicap, or medical condition.

27. CONTRACT DOCUMENTS AND PRECEDENCE. The Contract Documents shall consist of the following documents. In case of inconsistencies between Contract Documents, the documents are listed in order of precedence.

28. PUBLIC WORKS CLAIMS. This Contract is subject to Public Contracts Code Section 9204 governing contractor claims.

29. ATTORNEYS' FEES; VENUE. In the event that any party to this Contract commences any legal action or proceeding to enforce or interpret the provisions of this Contract, the prevailing party in such action or proceeding shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled. The venue for any litigation shall be San Mateo County.

30. COOPERATION. In the event any claim or action is brought against the City relating to Contractor's performance or services under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

31. NUISANCE. Contractor shall not maintain, commit, nor permit the maintenance or commission of any nuisance in connection with the performance of services under this Contract.

32. GOVERNING LAW. This Contract shall be construed in accordance with and governed by the laws of the State of California.

33. COMPLETE AGREEMENT; SEVERABILITY. This Contract, and any other documents incorporated herein by reference, represent the entire and integrated agreement between the City and Contractor. This Contract supersedes all prior oral and written negotiations, representations or agreements. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Contract may only be modified by a written amendment duly executed by the parties to this Contract. In case a provision of this Contract is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

34. COUNTERPARTS. This Contract may be signed in multiple counterparts, which shall, when executed by all the parties constitute a single binding contract.

Signatures on next page.

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

FOR FIRST PARTY:

Signature

Date

Printed name

Title

Tax ID#

APPROVED AS TO FORM:

Nira F. Doherty, City Attorney

Date

FOR CITY OF MENLO PARK:

Justin I. C. Murphy, City Manager

Date

ATTEST:

Judi A. Herren, City Clerk

Date



STAFF REPORT

City Council

Meeting Date:

9/26/2023

Staff Report Number:

23-217-CC

Consent Calendar:

Award purchase contracts to National Auto Fleet Group, Pape, and Coach West Luxury Performance Motorcars for the fiscal year 2023-24 vehicle and equipment purchase and allow \$50,000 for contingency

Recommendation

Staff recommends the City Council award vehicle and equipment purchase contracts to:

- National Auto Fleet Group (Attachment A) for approximately \$737,300 for the purchase of eight electric light-duty trucks, one electric police vehicle, and two electric vans;
- Pape Material Handling, Inc., the only local JLG equipment distributor, (Attachment B) for approximately \$128,000 for the purchase of an electric compact crawler boom lift; and
- Coach West Luxury Performance Motorcars (Attachment C) for approximately \$261,000 for the purchase of an electric shuttle bus.

Additionally, the City would hold a total contingency of \$50,000 for all vehicle and equipment purchases.

Policy Issues

In April 2019, City Council adopted Resolution No. 6493 to call for climate and sustainability action in Menlo Park and in December 2019, Resolution No. 6534 was adopted to declare climate emergency to accelerate actions on the climate crisis. In March 2020, Resolution No. 6552 approved the sustainable vehicle fleet policy to help reduce greenhouse gas emissions (GHG). The City Council also adopted the 2030 climate action plan (CAP) in July 2020 with CAP strategy goal No. 5 to eliminate the use of fossil fuels from municipal operations by 2030. CAP No. 5 goal supersedes the fleet policy goals for overall fleet conversion, as it requires a more aggressive transformation to reach carbon neutrality by 2030.

The proposed vehicle purchase contracts exceed the city manager's purchasing authority and require City Council approval.

Background

Annually, staff assess the vehicle and equipment replacements based on mileage, age and downtime for repairs. Replacements must strive to meet the CAP No. 5 goal to eliminate fossil fuels from city operations by 2030 (Attachment D) and use the Sustainable Fleet Policy (Attachment E) adopted by the City Council when making decisions about vehicle purchases.

The City is actively replacing internal combustion engine vehicles with hybrids or electric vehicles. Two years ago, the City embarked on a strategic electric vehicle transition in the police department by purchasing three Tesla Model Ys to pilot in the patrol fleet, deploying one Ford Mustang Mach-E in the

police administration fleet, and driving a Chevrolet Bolt as a code enforcement vehicle. This is a major milestone on the path to a zero-emission police fleet. The recommended vehicle and equipment replacements would continue the City’s commitment to leadership in reducing fleet emissions.

Last year, the City Council approved the purchases and modifications of these following vehicles and equipment:

- One electric Ford Mustang Mach-E police pool vehicle;
- One electric Ford F-150 Lightning police community service truck;
- Three electric detective vehicles (two Ford Mustang Mach-E, and one Ford-150 Lightning);
- Three lower emission BMW 1250 RT-P gasoline powered police motorcycles;
- Three electric Ford F-150 Lightning light-duty trucks for Public Works;
- One electric reel mower; and
- Four pieces of renewable diesel powered maintenance equipment.

Table 1 shows the status update from last fiscal year’s approved vehicle and equipment purchases. The uncertainty of the electric vehicle and equipment market delayed the time when they would be operable in city operations. This posed several challenges in the purchasing process.

Table 1: Vehicle and equipment status update on FY2022 23 approved purchases		
City department	Vehicle type	Status
Police	One pool sedan (electric)	Expected arrival in October
	One community service truck (electric)	Expected arrival in October
	Three detective vehicles (electric)	One truck is in service since March 2023. Two additional vehicles currently being outfitted.
	Three traffic enforcement motorcycles (gasoline)	In service since June 2023
Public works	Three light-duty trucks (electric)	
	One reel mower (electric)	Arrived on Sept. 14 and expected to be in service in October
	One vibratory roller (renewable diesel)	
	One farm tractor (renewable diesel)	In service since June 2023
	One stump grinder (renewable diesel)	In service since June 2023
	One brush chipper (renewable diesel)	In service since February 2023

Firstly, staff expects one electric light-duty truck to arrive in September and unfortunately, the manufacturer cancelled two other light-duty truck orders. Staff waited approximately a year for the electric truck to arrive and to receive news about the two cancellations. The vehicle pricing typically increases annually and the unstable market will further delay the vehicle replacement schedule. In the meantime, the City would continue to drive gasoline and diesel-powered trucks.

Secondly, even when equipment has been delivered, there are some cases when the equipment has malfunctioned, requiring additional service and down time. For example, during fiscal year 2021-22 equipment purchase, staff placed an order for a hybrid bucket truck in October 2021 and received it in 2023 (a year and a half long wait). The trees division uses the bucket truck to prune and remove trees as well as hang banners in the downtown area. Since receiving the hybrid bucket truck, it has been out of service for one-third of the time. Therefore, staff has continued to rely heavily on the 21-year-old renewable diesel bucket truck to continue to provide tree trimming services, which has been especially important to maintain the tree canopy prior to winter storm season.

Lastly, the purchasing process for vehicle procurement has changed. Previously, the vehicle and fleet replacement purchasing process was straightforward:

- Staff received quotes from manufacturers;
- City Council considered the purchases and modifications;
- Once approved by the council, staff used the quotes to open purchase orders; and
- Staff had approximately three months to process the purchase orders and to order the approved purchases.

Recently, the purchasing process has become more difficult for staff to order and receive vehicles. In 2020, Governor Newsom issued an executive order to require all sales of new passenger vehicles to be zero-emission by 2035. This order led many vehicle manufacturers to research, test, and produce electric vehicles. However, it has led a shortage of vehicles, in which the demand exceeded the available supplies. As a result, the vehicle and fleet replacement process is becoming more challenging as manufacturers could not produce vehicles in line with the increasing demand. Staff has observed several obstacles over the last fiscal year:

- Staff is unable to receive quotes from cooperative purchasing contracts;
- The order window is the only time staff sees the purchase prices, however those prices are not guaranteed. Additionally, the window to purchase opens for one or two weeks at a time; and
- With a short timeframe to place orders, purchase orders need to be approved and provided before the order window closes.

Analysis

The following section describes vehicle and equipment purchase proposals in fiscal year 2023-24. Each proposed vehicle or piece equipment would replace an existing vehicle or equipment in the current fleet.

Police proposes to purchase:

- One electric Ford F-150 Lightning; and
- One electric Chevrolet Blazer.

Public works proposes to purchase:

- Seven electric Ford F-150 Lightning light-duty trucks;
- Two electric Ford E-transit vans; and
- One electric JLG compact crawler boom lift equipment.

Library and community services proposes to purchase:

- One electric Motiv shuttle bus.

Table 2 summarizes the fiscal year 2023-24 vehicle and equipment purchase with recommendations

classified by department in accordance with the decarbonization goals of the 2023 CAP No. 5 goal and the sustainable fleet policy.

Table 2: Fiscal year 2023 24 vehicle and equipment purchases

City department	Current vehicle type	Current vehicle fuel type	Proposed vehicle type	Proposed vehicle fuel type	Meets 2023 CAP No. 5 goal?	Meets sustainable fleet policy?
Police	One commander SUV	Gasoline	One commander truck	Electric	Yes	Yes
	One patrol SUV	Gasoline	One patrol SUV	Electric	Yes	Yes
Public works	Seven light-duty trucks	Gasoline	Seven light-duty trucks	Electric	Yes	Yes
	Two trucks	Gasoline and diesel	Two vans	Electric	Yes	Yes
	One wheeled vertical lift	Electric	One compact crawler boom lift	Electric	Yes	Yes
Library and community services	One shuttle bus	Gasoline	One shuttle bus	Electric	Yes	Yes

Police purchase

The electric F-150 Lightning commander truck will replace a six-year-old gasoline sports utility vehicle (SUV). The electric patrol vehicle (Chevrolet Blazer) is currently the only electric vehicle that is pursuit-rated and will replace a seven-year-old gasoline vehicle.

Public works purchase

The electric F-150 Lightning trucks will replace similar gasoline trucks that are between the ages of 14 and 18. The proposed seven trucks include the two cancelled truck orders from last fiscal year and five additional trucks. The Lightning trucks have the capability to charge multiple handheld electric landscaping equipment with its 11 power outlets, which will be a significant benefit and aid with the deployment of more zero-emission landscaping equipment.

The Facilities section uses two electric wheeled vertical lifts, but they pose several challenges:

- Due to its size, one of the lifts cannot fit through the gymnasium doors. Facility staff uses the other vertical lift that tilts to fit through the doorway.
- The platforms on the equipment move vertically only. One of the uses for the equipment is to replace lightbulbs. Staff must move the equipment under each lightbulb location to replace the bulbs.
- The maintenance costs have become more expensive. The City purchased one of the lifts used from a rental company and the deterioration of it is noticeable.

As a result, staff recommends replacing an electric wheeled vertical lift with an electric compact crawler boom lift. The new equipment would fit through narrow spaces, such as standard doorways and could move vertically and horizontally. The versatility and ease of mobility of the elevated work platform allow staff to work in hard-to-reach workplaces, such as the gymnasium ceiling. JLG is the only manufacturer that makes compact crawler boom lifts and the City of Menlo Park is located within Pape’s distribution area to purchase JLG equipment.

The E-transit vans will replace two 16-year-old Ford trucks. The vans allow staff to safely store their

supplies and tools.

Library and Community Services purchase

The department uses an 8-year-old gasoline shuttle bus every weekday and some weekends (for special events) to pick up seniors from their residences and drop them off at the Senior Center. The bus holds 16 passengers and two wheelchair passengers and typically, a vehicle this age would be replaced in fiscal year 2025-26 due to its age and mileage. Last year, the City Council directed staff to investigate the replacement options for this vehicle which are presented below.

Staff found several companies that manufacture electric shuttle buses and are eligible for a \$60,000 incentive through the state of California's hybrid and zero-emission truck and bus voucher incentive project (HVIP):

- Greenpower and Micro Bird are international brands and have offices located in California. However, mechanics would need travel to the City to service the vehicle;
- Lightning eMotors no longer uses a Ford chassis, which is the City's standards for maintenance, repairs, parts, serviceability, and proper training;
- Motiv is located Foster City and has a service center in Stockton. Additionally, the company has been manufacturing electric shuttle busses for eight years; and
- Optimal-Electric Vehicle is not a local company and has five years of electric vehicle-specific development experience.

Staff recommends Motiv is the best available option to consider for purchasing an electric shuttle bus. A Motiv dealership (Coach West Luxury Performance Motorcars) would handle the paperwork to apply for the HVIP incentive and Motiv would cover warranty and repair work. The Motiv shuttle bus could accommodate up to 14 passengers, depending on the configurations. One of the configurations could fit 12 passengers and two wheelchair passengers. The electric bus is smaller than the current gasoline-powered bus due to the weight of the electronics and the battery.

Impact on City Resources

Staff recommends soliciting proposals for the vehicles purchased through cooperative purchasing contracts from Sourcwell. The City Council adopted Resolution No. 6704 to establish an award authority and bid requirements policy with the effective date of December 2021. The policy allows the City to enter into cooperative purchasing agreements, known as piggyback agreements in which the City would receive the same pricing and terms of contract entered by another entity. In this case, the City intends to piggyback on Sourcwell's contract with National Auto Fleet Group (091521-NAF), which expires on Nov. 8, 2025. However, the ordering procedure changed in the past three years. For instance, cooperative purchasing contracts from Sourcwell are unable to provide quotes until the ordering window opens.

If the City purchases the electric shuttle bus through Sourcwell (a cooperative purchasing network), the purchase would be ineligible to receive the \$60,000 HVIP incentive. Additionally, Sourcwell would collect up to an additional 10% pass-through fee. Staff estimates the vehicle cost through Sourcwell would be approximately \$350,000; whereas, the vehicle cost through Coach West Luxury Performance Motorcar would be approximately \$260,000 (including the HVIP incentive). Therefore, the price difference is \$90,000.

The fiscal year 2023-24 budget included approximately \$1.44 million from the vehicle replacement fund for this year's vehicle purchase. Table 3 outlines the estimated total cost (including outfitting) of the proposed vehicle and equipment purchases as approximately \$1.39 million including a contingency of \$50,000 (held by the City) funded by the vehicle replacement fund. Outfitting work includes but not limited to paint, radio

and light installations, truck accessories, and special decals. Staff expects the equipment and outfitting costs to increase (due to the limited availability of supplies) until the City takes possession. Therefore, pricing cannot be held due to market instability and any price increases would be finalized before delivery. The proposed contingency of \$50,000 to be held by the City will allow staff to proceed with ordering vehicles while accounting for the anticipated uncertainty in the vehicle market.

Table 3: Vehicle and equipment purchase order amount

Vendor purchase contract	City department	Description	Type	Quantity	Estimated vehicle cost	Estimated outfitting cost	Estimated total cost
National Auto Fleet Group	Police	Commander truck	Electric Ford F-150 Lightning	1	\$75,000	\$22,500	\$97,500
		Patrol vehicle	Electric Chevrolet Blazer	1	\$65,000	\$24,500	\$89,500
	Public works	Light-duty trucks	Electric Ford F-150 Lightning	7	\$520,500	\$62,000	\$582,500
		Vans	Electric Ford E-transit vans	2	\$141,800	\$40,600	\$182,400
Pape	Public works	Boom lift	Electric JLG compact crawler boom lift	1	\$128,000	\$200	\$128,200
Coach West Luxury Performance Motorcars	Library and community services	Senior shuttle bus	Electric Motiv shuttle bus	1	\$261,100	\$700	\$261,800
Contingency							\$50,000
Estimated total							\$1,391,900

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. Sourcewell contract with National Auto Fleet Group
- B. Pape estimated quote

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- C. Coach West Luxury Performance Motorcars estimated quote
- D. Hyperlink – 2023 CAP: menlopark.gov/cap
- E. Resolution No. 6552 – Sustainable Vehicle Fleet Policy

Report prepared by:

Joanna Chen, Management Analyst II

Don Weber, Public Works Supervisor – Fleet

Reviewed by:

Brian Henry, Assistant Public Works Director - Maintenance

**Solicitation Number: RFP #091521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcwell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

72 Hour LLC dba: National Auto
Fleet Group

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
11/4/2021 | 1:28 PM CDT
Date: _____

DocuSigned by:
Jesse Cooper
By: FACBB5730C1E467...
Jesse Cooper
Title: Fleet Manager
11/4/2021 | 10:46 AM CDT
Date: _____

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
11/4/2021 | 1:34 PM CDT
Date: _____

RFP 091521 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Vendor Details

Company Name: 72 HOUR LLC
Does your company conduct business under any other name? If yes, please state: National Auto Fleet Group
Address: 490 Auto Center Drive
Watsonville, CA 95076
Contact: Jesse Cooper
Email: Jcooper@nationalautofleetgroup.com
Phone: 951-440-0585
Fax: 831-840-8497
HST#: 263297677

Submission Details

Created On: Tuesday August 24, 2021 16:34:10
Submitted On: Tuesday September 14, 2021 14:10:21
Submitted By: Jesse Cooper
Email: Jcooper@nationalautofleetgroup.com
Transaction #: d2e890de-e761-4f47-9b23-bef3d512bd76
Submitter's IP Address: 76.81.241.2

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcwell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	72 Hour LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	WCAF, LLC WCDJR, LLC Alan Jay Automotive Inc
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NAFG has numerous subsidiaries and DBA's including but not limited to: National Auto Fleet Group, Chevrolet of Watsonville, Watsonville Ford Watsonville CDJR Watsonville Fleet Group Alan Jay Chrysler Jeep Inc Alan Jay Chevrolet, Cadillac Alan Jay Buick, GMC Alan Jay Auto Outlet Clewiston Motor Company, Inc Alan Jay Chrysler Dodge Ram Jeep Alan Jay Lincoln Alan Jay Ford Alan Jay Nissan Alan Jay Toyota
4	Proposer Physical Address:	490 Auto Center Drive Watsonville, CA 95076
5	Proposer website address (or addresses):	www.NationalAutoFleetGroup.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com
8	Proposer's other contacts for this proposal, if any name, title, address, email address & phone):	Clarke Cooper Fleet Manger 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 ClarkeCooper@watsonvillefleetgroup.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>National Auto Fleet Group started as a new division of 72 Hour LLC, in the summer of 2010 in the heart of Southern California. We began our network with a single automobile dealership and have now grown our network to encompass numerous dealerships located in and outside of California.</p> <p>We stand by providing opportunities for advancement by hiring and promoting from within our organization. Many of the Fleet Managers who started with us in 2010 are still with us today.</p> <p>Through the years, we have evolved and adapted to the new technology driven trends that are revolutionizing the automotive industry today. However, our brand's fundamental core values have remained unchanged – We are committed to do right for the members. If we take care of them, they will in return take care of us.</p> <p>National Auto Fleet Group's operational blueprint and business philosophy has always been the "4 RIGHT's" for every member: We deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place at the RIGHT price.</p> <p>The integrity of our business stems on our deep family roots in the automotive industry. We are and always will be family owned and operated with our future generations already in their infant stages today. We are committed to pioneering our industry for decades to come.</p>
10	What are your company's expectations in the event of an award?	<p>If awarded, this would be our 5th Sourcewell Contract and we would execute as such. We will continue to serve your members and provide them with excellent customer service while continuing to advance customer satisfaction. Along with implementing new business growth strategies that will ultimately launch us into new heights once again.</p> <p>Furthermore, we will launch our Partner Program detailed in the attached "marketing Plan Compressed" Zip file. This next generation application will give members the power to select upfitters they would like NAFG to partner with in providing satisfactory quotes and service. We see tremendous value in building out these mutually beneficial partnerships, so we can provide 100% satisfactory turnkey solutions to the members.</p>
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>To demonstrate NAFG's financial strength and stability, we have uploaded Bank Commitment letters under the Financial Strength Section of the online application. We have a direct line of credit of \$52,000,00.00 that we are currently utilizing with our current and past Sourcewell Contracts. However, this number is not capped as we have the freedom to extend the cap to accommodate the revolving needs of the members.</p> <p>Referenced below is a short register of some of our market success from awarded government contracts that encompass over \$140,000,000.00 worth of products and goods under our current Sourcewell Contract.</p> <p>A. City of San Diego, CA \$ 72,000,000 contract under our Sourcewell Contract 120716-NAF.</p> <p>B. City of San Diego, CA \$ 55,400,000 contract under our Sourcewell Contract 081716-NAF.</p> <p>C. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcewell Contract 120716-NAF.</p> <p>D. City of Los Angeles World Airports, CA Contract for \$ 24,003,500 under Sourcewell Contract 120716-NAF for the procurement of 400 vehicles.</p> <p>E. City of Los Angeles Harbor, CA Contract Extension to \$ 4,500,000 contract under Sourcewell Contract 120716-NAF.</p> <p>F. City of Los Angeles Harbor, CA Contract for \$1,500,000 under our Sourcewell Contract 120716-NAF.</p> <p>G. City of Los Angeles Harbor, CA Renewal for another \$ 1,500,000 under Sourcewell Contract Class 6, 7 and 8 Contract 081716-NAF.</p> <p>H. City of Costa Mesa, CA Contract \$1,023,220 under our Sourcewell Contract 120716-NAF.</p> <p>I. Blanket Contracts with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF.</p> <p>J. Blanket Contracts with the State of Maryland, MD off our Current Sourcewell Contract 120716-NAF.</p> <p>We have also attached our Commitment Letter's for unparalleled support from leading nationally recognized upfit suppliers such as The Knapheide Manufacturing Company. Along with regional suppliers such as Brand FX and Phenix Truck Body located in Southern California serve as regional support locations, whom we often work alongside to fulfill all member needs with past, present, and future orders with NAFG.</p> <p>Included are also Upfitter Recommendation letters to illustrate how National Auto Fleet Group has taken a proactive interest in building mutually beneficial relationship with our upfitters. Mutuality and reciprocity relationships between body companies and our dealer's are two of the key components that help members receive what they need in a smooth and efficient fashion.</p> <p>In addition, the adoption of our Class 6, 7, and 8 Contract from Anne Arundel County in the state of Maryland is as an example of how National Auto Fleet Group attracts and retains new clients by demonstrating to them there's a better and more efficient way of finding turnkey solutions.</p> <p>Lastly, we have attached supporting documents that help emphasize and exemplify our growth since our first awarded Sourcewell Contract in 2012. We sincerely hope it helps portray our commitment to building lifelong rapport and trust with our partner upfitters and members.</p>
12	What is your US market share for the solutions that you are proposing?	. Of our respective brands and OEM's we represent, the US market share is estimated to be 60 – 75%.
13	What is your Canadian market share for the solutions that you are proposing?	It is difficult to estimate the market share for the brands and OEM's we represent, however we estimate that it should be the same 60 -75 % of the US share.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.

15	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>National Auto Fleet Group is a dealer network best categorized as "A" - Distributer/Dealer/Reseller and Dealer Partner for (15) OEM Manufacturers including Ford Motor Company, Chevrolet, RAM, GMC, Buick, Chrysler, Dodge, Jeep, Toyota, Nissan, KIA, BMW, Honda, Cadillac and Volkswagen, All orders are placed with the franchised dealer and ultimately titled directly to the member. All appropriate certification certificates and authorized DMV/Factory licenses may be found in the "Related Certification" section uploaded to this RFP. It should be noted we do not sell used equipment to members.</p>
16	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Required licenses include a Dealer's License, a Franchise issued by the Manufacture, a Department of Motor Vehicles License, as well as a Reseller's permit license. All which NAFG and Dealer Partner's hold. Please review our attachment documents in section "Related Certification" for licenses that we either solely own or are jointly owned by our partner dealers that pertain to this RFP. A list of all our licenses are below, some of which may not pertain to class 1-3 but to class 4-8.</p> <p>CA Certificate of Good Standing 200824810190 State of Florida License Certificates: VF/1000974/4 VF/1000950/1 VF/1046516/1 VF/1024619/2 VF/1024619/1 VF/1018615/1 VF/1021891/1 VF/1000974/3 VF/1105916/1 VF/1020705/1 VF/1000969/1 CA State Seller's Permit 101-135239 CA State Seller's Permit 245364864-00001 Department of Motor Vehicle, Vehicle Dealer/ License Number 97772 Department of Motor Vehicle, Vehicle Dealer License Number 97771 Department of Motor Vehicle, Vehicle Dealer License Number 43609 Bureau of Automotive repair Registration # ARD00296319 123120 CA State Seller's Permit 232781952-00001 City of Watsonville Business License Number 1792 City of Watsonville Business License Number 4358 Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138 California General Resale Certificate Dun & Bradstreet Number: 023680653 Government of The District of Columbia Certificate Government of the District of Columbia Tax Registration # 7815888160711 City of Los Angeles Tax Registration Government of The District of Columbia CLEAN HANDS CERTIFICATION San Diego Freightliner Seller's Permit Commonwealth of Virginia State Corporation Commission Certificate State of Maryland Good Standing Certificate Kansas Department of Revenue for Kansas City Peterbilt New Jersey Department of Treasury Registration Certificate New Jersey Business Registration Notice of Compliance of the Canton City Codified Ordinance Employee Information Report for the State of New Jersey State of Maryland New Sales and Use tax License CA State Seller's Permit 98-037902 00006 South Carolina Department of Motor Vehicles License Number 36133 State of South Carolina Retail License Commonwealth of Kentucky Vehicle Dealer License 1583 20 100 State of West Virginia Dealer License Commonwealth of Kentucky Vehicle Dealer License 1581 20 036 State of Tennessee Vehicle Dealer License</p>
17	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Not Applicable, none.</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	National Auto Fleet Group's received its most prestigious award for Top Placement within Ford Motor Company as the leading dealership in Government Sales. In addition, our Chevrolet brand was highly ranked and honored 4/5 consecutive years by General Motors.
19	What percentage of your sales are to the governmental sector in the past three years	Within our fleet division, 90% of our contracts within the past three years have been with government accounts.
20	What percentage of your sales are to the education sector in the past three years	Within the past 3 years 90% of our sales have been to government accounts, 20% of which are within the education sector.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold the State of California contract with volumes from 200 to 500 units a year over the past three years. In addition, our Sourcwell Contract's 091219, 081716 and 120716 that we have maintained over the past three years has sold combined north of 400 million of Combined Quarterly Sales.
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	National Auto Fleet Group's focus lies on the Sourcwell Contract. NAFG holds no other GSA contract, Standing Offers, or Supply Arrangements other than the State of California contract. Our annual sales volume is estimated to be north of \$200 million.

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Port of Los Angeles, CA	Mr. Dave Comer	310-72-3794
County of Venture, CA	Mr. Jorge Brilla	805-672-2044
City of Austin, TX	Mr. Matt Sager	512-978-2637
County of San Joaquin, CA	Mr. David Myers	209-468-9745
City of Palo Alto, CA	Ms. Danitra Bahlman	650-496-5920

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Austin	Government	Texas - TX	Purchaser	10-15 Vehicles at once, Vans and SUVs	Over 1M
Los Angeles Department of Water and Power	Government	California - CA	Purchaser	Over 120 Vehicles, Vans and SUVs	Over 3M
Port of Los Angeles	Government	California - CA	Purchaser	Over 80 Trucks, Vans and SUVs	Over 2M
Anne Arundel County	Government	Maryland - MD	Purchaser	Over 40 Trucks, Vans and SUVs	Over 1M
City of San Diego	Government	California - CA	Purchaser	Over 500 Trucks, Vans, SUV'	Over 15M

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	<p>Our sales force consists of direct and an indirect sales force. Our direct sales force consists of direct employees and partner dealers, which exceeds an employee count of 300 personnel both full time and part time. Many of our sales force are spread across the US and we leverage our relationships with our larger class dealerships to service the members lower class vehicle needs as well. A cross sales force. These individuals help support our dealerships and NAFG Fleet Division directly. On the other hand, our indirect sales force made up of upfitters and partner suppliers consists of over 100 personnel with our partner network and sales force growing annually.</p> <p>With both direct and indirect sales force staff working together, NAFG has been able to successfully grow, maintain and service the demand of the members. As the number of your members grow, we will continuously welcome more staff to not only meet customer demand, but also to exceed customer expectations.</p>

26	Dealer network or other distribution methods.	<p>Our franchise network in Canada and the U.S. is fortunately second to none. Our 15 proposed OEMS previously mentioned, all of which have established a presence nationwide with factory stores strategically placed where all members can receive service and complete warranty repairs with their respective products.</p> <p>Simple put the North American and Canadian automobile supply chain network is one of the best in the world. Of the 15 brands we represent, the OEMs have put in place a dealer network across all 50 states that will allow us to best serve all members.</p>	*
27	Service force.	<p>The 15 manufactures we represent have thousands of service locations that would be easily accessible to all your members. Service centers and warranty repair facilities for all 15 OEMs are ample and ready to help service our members and their needs. However, Alaska and Hawaii may be exceptions as they may have farther distances between franchises where members can utilize the repair services.</p>	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The member may order their vehicles by navigating to our website, www.NationalAutoFleetGroup.com and going through the step-by-step process to generate an online quote or by calling one of our representatives at 855-289-6572 or by sending NAFG an email at Fleet@NationalAutoFleetGroup.com. Orders are then processed directly to the manufacturer who will work to supply the vehicle to the ship-to location for upfitting or end user desired delivery location.</p>	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>To best demonstrate our Customer Service program, kindly reference the ZIP file "Member Walk Through" that is attached in the Additional Documents folder. Please begin with and review in order that is explained below:</p> <p>How Members Can Get Quotes Online: A member can obtain most quotes by visiting our website www.NationalAutoFleetGroup.com where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member's can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV's Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by picking from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory orderable options, taking the guess work out for the member. Once a member selects a desire build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of \$ 9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra's to there order like extra keys' service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they build.</p> <p>How Members and Upfitters can Partner with NAFG: Our dedicated website www.NAFGPartner.com was built to accommodate the member who would like a certain upfitter to upfit there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members.</p> <p>Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format.</p> <p>ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage "Track your order" where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in.</p> <p>Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send them a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and Specification's are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly.</p> <p>Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk them through the process step by step to ensure everyone knows the upcoming order cut off date, we even print this information (if known at the time) right on the cover page of there quotes.</p> <p>Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of \$ 35,730.00, A Sourcewell Price of \$ 27,331.68, Total Saving of \$ 8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in most instances.</p>	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Our willingness and ability to service members nationwide is unparalleled. We have dedicated staff 5 days a week, from 7am to 7pm standing by ready to assist any member help find the best solution for there needs even if helping assist them to the best Sourcewell Contract that could be a solution. We have a dedicated live chat feature on our online quote generating website in case any member has any trouble at all in building there quotes. NAFG has established a chain of suppliers who are at the ready to serve if called upon by any member. We are here to help.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>We are willing and eager to soon extend our business model and network into Canada. We believe partnering with local Canadian based dealer groups is key to success in the Canadian market. NAFG's competitive pricing as well as a simple US Dollar to Canadian conversation will help NAFG expand into the Canadian market for participating Sourcewell members.</p>	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>National Auto Fleet Group will handle servicing 100% of all geographic areas located in the United States. Although it is unclear what unseen obstacles we may face in Canada, NAFG is committed to building the same model to service Canada and providing the same level of customer satisfaction, service, and care as in the United States.</p>	*

33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NAFG will continue to service all Sourcewell Members through our 24 hour a day, 7 days a week online portal with the exclusion of Non-Profits. Unfortunately, Non-Profits are often not eligible for the same discount's government entities are qualified for. However, Non-Profits are subject to a different pricing program and will be evaluated on a case to case basis.
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only possible logistical constraints we may face is the shipping constraints for shipments arriving in Alaska, Hawaii and US Territories. For example, we often provide members in Alaska or Hawaii with vehicles that often have upfits. To circumvent this potential issue, members allow us to add these extra shipping and port costs to their quotes.

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>National Auto Fleet Group encompasses a variety of marketing strategies to promote our products and services to streamline the vehicle purchasing process for government entities. Below are a few strategies used to serve as the gateway between our business and public agencies.</p> <p>Website and Inbound Marketing: The creation of a professional customer-focused website is one of our main features to market our products and services. The NAFG website encourages our members to interact and browse through products offered along with pricing and information about National Auto Fleet Group. Inbound marketing is created when potential members are directed to the company website. With this method, we are able to not only connect with members but to put the purchasing ability into the hands of each member. Our inbound marketing strategy attracts members by creating valuable content and experiences tailored to the needs of each individual. Examples include email campaign flyers on our products, informative and how-to videos, social media and engaging members with top-notch customer service to build brand awareness.</p> <p>Email Marketing: One of the main strategies used to engage current and potential members is Email Marketing. Our emails include different types of flyers that consist of information of the Sourcewell contract, promoting manufacturer brands, holiday themed flyers, discounts offered to first time buyers, important cutoff date reminders and upcoming products and events.</p> <p>The use of marketing campaigns plays a major role in enhancing the growth of our client database. Emails are a big part of our daily lives due to government agency employees utilizing emails as their main source of communication. We use campaigner.com as the emailing platform to reach our target members. Videos and descriptive images are used on all flyers and are compatible with a desktop or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows the ability to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness.</p> <p>Once potential members are directed to our website, they are welcomed with a wide range of options to explore an array of our products and services. They are able to register to become a member, view pricing, explore available in-stock vehicles, view how-to-videos, build a vehicle online to request an immediate quote or use our live chat assistant or call/email for live support.</p> <p>Face to Face Marketing Strategies: This strategy has proven to be successful in generating leads and creating lasting relationships by developing genuine connections with prospective members. National Auto Fleet Group attends several trades shows per year to engage members and put a face to the company. This in person meeting aids to build the brand by nurturing relationships between members and other vendors associated through the process. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, and CASBO throughout the United States.</p> <p>NAFG has many opportunities to make in person presentations to propose products, services offered and to answer any questions potential members may have. These PowerPoint Presentations include topics on NAFG/Sourcewell process, how to facilitate the vehicle purchasing without bidding, informational videos, and the brands and services we provide. These meetings have been held at local cities, counties, school districts, water districts and ports.</p> <p>Relationship Marketing is a vital strategy used in building and maintaining long-term relationships practiced by National Auto Fleet Group on a daily basis.</p> <p>NAFG strives to create a positive and supportive connection with members by providing personalized and responsive customer service practices. The sales team has worked tirelessly to focus on providing outstanding customer support to create a powerful rapport with existing and new members. By going above and beyond, they have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the "Car Salesperson" mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence in our clients. The goal is to regularly assist clients and address any needs and concerns even after the purchase has occurred. The strive to focus on solution selling vs. product selling develops into a mutually beneficial agreement for members and the business.</p> <p>Below are a few examples on successful relationship marketing from our Fleet Department:</p> <p>We had a member call in to request financing/lease options for a truck needed through our National Auto Fleet Group/Sourcewell vehicle contract. I contacted another Sourcewell vendor, Matt Geiselhart from NCL Gov Capital and he was happy to assist with a financing quote. The member also requested to trade in a current vehicle in their fleet and was directed to Govdeals for assistance in removing the outdated unit through an auction. The member was able to utilize three Sourcewell contracts to complete his transaction which simplified the entire process. The member was very satisfied with the amount of care and ease through his experience and became a repeat customer. By utilizing a cross-selling strategy, National Auto Fleet Group became his one stop shop to fulfill all fleet vehicle purchasing needs.</p> <p>"I had a member call in desperate to obtain a new truck because an employee had gotten into a serious accident and had the truck totaled. Due to covid restrictions, most manufacturers are currently experiencing microchip shortages which relays to production delays at the factory. We were able to direct buyer to our in-stock inventory on the NAFG website and member was ecstatic to locate truck to meet their needs. Instead of having to wait 30 weeks to receive the new vehicle, member was able to obtain the new truck within 3 weeks."</p>

"I once had a member contact us two years after purchasing a vehicle from us. They had a malfunction with the liftgate on the box truck which caused a logistical nightmare. I was able to contact one of our body vendors that upfitted the lift gate installation and a service technician was able to go onsite to resolve the liftgate issue at no additional cost. The member was very impressed with the quality of our customer service even after purchase. "

"I had a member request a ¾ ton truck pricing but was unsure about their budget at the time. I took the time to go through each option with the client to provide a Sourcewell pricing quote through multiple manufacturers from Ram, Chevrolet and Ford. This empowered the member to have multiple pricing options for review to align with their budget as well as eliminating the need to shop anywhere else. "

"We work with many body companies to assist customers with the body upfitting process. One of our members called in a request to expedite a particular vehicle that was held up at one of their local body upfitters. I contacted the body company representative and put in a request to expedite the upfitting per request of the member. The body company was able to comply with the request and delivery was made sooner than expected."

Word-of-Mouth Marketing: The positive quality of service has led to more sales based on previous customers' impressions on their experience. NAFG's goal is to provide exemplary customer service throughout the entire purchasing process to encourage repeat business and advocate services to other members. NAFG has been fortunate to experience multiple instances of leads generated based solely on word-of-mouth marketing through our existing customers.

Cross-promotion: National Auto Fleet Group is currently collaborating with another Sourcewell Vendor, NCL Government Capital to promote each other's products and services. NCL Government Capital specializes in providing competitive equipment financing programs for municipalities and public education entities across the United States. As a team, NCL and NAFG produced a variety of marketing materials such as videos, flyers and info graphs to promote purchasing and leasing opportunities.

Hoglund Bus Company is another cross-promotion vendor NAFG had the opportunity to create a partnership with. Flyers were created to advertise Chassis from NAFG along with a variety of bus bodies from Hoglund Bus Company.

With cross-promotion, companies exchange knowledge and provide endorsements on websites, social media, and email campaigns. This strategy creates an influx of new leads, brand awareness, increased sales and recurrence of customers. National Auto Fleet Group will continue to create new partnerships and facilitate more cross-promotion opportunities in the near future to provide turnkey solutions for a variety of vehicle purchasing needs.

Coming in 2022, National Auto Fleet Group will be launching a NAFG Partner Website to further increase business growth. The website www.nafgpartner.com is expected to launch next year in 2022. The site encourages body upfitting companies throughout the United States to partner up with NAFG to become a preferred member. The benefits of becoming a preferred member include endorsements on website and social media avenues along with word-of-mouth referral for clients with upfitting needs. Our dedicated public relations representative will conduct phone and in person meetings to discuss the advantages of partnering up with NAFG, therefore generating more cross-promotion opportunities.

Members from government agencies are encouraged to go on the site to search for local body upfitting companies they are interested in working with. As a prerequisite in becoming a preferred vendor, they are required to advertise NAFG and the Sourcewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This establishes a partnership that will generate increased sales all around. We are still currently building the website and interacting with body companies across the United States that would be interested in partnering up with NAFG.

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Social media plays a crucial element in the way people communicate and connect with each other. LinkedIn is the go-to platform used by NAFG as it offers a variety of ways to expand our network by locating and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to engage current and potential members through personalized messages and posts. Personalized messages include thanking them for registering on site as well as directing them to our link to the website, LinkedIn, YouTube, Facebook and Instagram company pages. The goal is to unite with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate and attract more business. Time is also spent on reading posts from connections and observe any needs that National Auto Fleet Group may assist with.</p> <p>National Auto Fleet Group has begun utilizing video marketing strategies to further promote and market products by engaging on social media channels and email flyers. Programs such as Vimeo, Video Scribe, Cartoon Animator, Adobe Animate, Illustrate, Captive, Photoshop and Movavi Video Editor Plus are employed to edit and create videos to assist in endorsing our company. The following videos were recently created by our marketing department along with outside video production companies:</p> <p>Explainer Video: The first video created was a 90 second explainer video about National Auto Fleet Group that used animated characters to visualize our products and services along with information on the Sourcewell awarded contract. The video has been incorporated into all our weekly email flyers and social media platforms as an informative video on our products and how to purchase vehicles off Sourcewell Government Contract.</p> <p>How To Videos: National Auto Fleet Group has also created step-by-step How-To videos on the process to purchase both Light Duty and Heavy-Duty vehicles off the contract.</p> <p>In Stock Vehicles: This video showcases our in-stock vehicles available and the process of requesting a quote.</p> <p>ETA Tracking System: This video was created to not only introduce but to encourage clients to self-track their vehicle status.</p> <p>Holiday Themed Videos: These amusing videos were created to celebrate the holidays and add humor and lightness to our company and products sold.</p> <p>Cross Promotion Video: This video markets our relationship with NCL Government Capital and Sourcewell to endorse EV vehicles.</p> <p>Videos for social media: Mini videos were created to advertise new vehicles available, pricing and cutoff date reminders.</p> <p>NAFG has recently introduced a newly built live chat feature on our website for customer convenience as well as improving customer service. Visitors have access to chat with a live sales representative 24 hours a day, 7 days a week. With this feature potential customers are provided with another avenue for assistance in addition to emailing and phone calls. The benefits of a live chat option include quicker response time to assist buyers in reaching a purchasing decision and answer their questions.</p> <p>Improving customer service will also lead to increased sales, customer loyalty and engagement. Many studies have shown a strong correlation between live chat and increase in conversion rates. Potential clients appreciate having their questions answered in real-time when trying to build a vehicle quote online and allowing the user to multi-task different projects.</p>
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell's mission states: "Our commitment to service and exceeding client expectations." This statement integrates with our relationship marketing strategy with our commitment to go above and beyond for all our members. Sourcewell is a trusted brand that government entities can rely on to access a wide variety of products and services for their everyday needs. With over 40 years of partnerships and relationship building, they are the glue that connects government, education, and nonprofit agencies to companies of all sizes to offer turnkey solutions to their needs.</p> <p>Sourcewell is also a reliable resource for vendors by not only connecting with potential prospects but by providing valuable marketing materials readily available for download on their website. Resources and tools provided include flyers, vendor training videos along with compliance information.</p> <p>The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts to ensure products and services are from reputable vendors. The brand provides a sense of legitimacy of our company name and members recognize that products and services are from reliable sources that will meet their needs.</p> <p>Sourcewell's aim is to simplify the purchasing and procurement process of government entities by eliminating the costly bidding procedure. The process of researching the right vendor is not only stressful and time-consuming but can be expensive as well. Sourcewell has completed the bidding for government entities which simplifies the overall purchasing process by providing access to competitively bid contracts procured by a government agency.</p> <p>Sourcewell has provided NAFG with overwhelming opportunities to work with government agencies across the United States. The Sourcewell name represents a high standard of integrity and ethics which is a dynamic National Auto Fleet Group is proud to be part of. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. This contract can be customized to meet the unique needs of each client. The sales team has incorporated not only this standard of integrity in their sales practice ensuring clients' purchasing needs will always be met. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments within the company.</p>

38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, the buyer can list the details of the up-fit while building their vehicle on our website to receive a complete quote or a sales representative can be reached through phone, email or our new live chat feature built on our website.</p> <p>We have recently created and uploaded a "How-To Videos" section on the homepage of our website which highlights a step-by-step process on how to build an online quote. This informative video demonstrates how to navigate the website in how to generate a vehicle quote with or without upfitting options. It begins by explaining how to register on our website as a member and then details on how to select vehicle model and type and the factory options needed.</p> <p>Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat or phone.</p> <p>If assistance is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures someone is available to answer any questions if needed and empowering the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote.</p>
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Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	National Auto Fleet Group extends any and all product, equipment, maintenance and operating programs provided by the Manufacturer directly to Sourcewell participating entities during the quoting process. The manufacturer will provide quotes to the member based on the vehicles class and size, and geographic location. NAFG will always pass these quotes onto members and treat them like an upfit to the vehicle.
40	Describe any technological advances that your proposed products or services offer.	Technological accomplishments by Manufactures like Ford Motor Company and General Motors serve members by keeping many models available for members to choose from. Additionally, NAFG allows members the ability to choose to electrify their vehicle by opting into the Motive Power Systems we can still help supply this kind of an upfit. For more information, we have attached the product and pricing information within the "Upfits Available" and "All 15 Manufactures" ZIP files under the supporting documents portion of the application.
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	. National Auto Fleet Group helped create the Climate Mayor Purchasing Collaborative by partnering with over 400 Mayors nationwide. This initiative was created for the benefit of members who wanted to create and sustain an all-electric fleet. We offer 100% purely electric vehicles your members to choose from. Some popular models include the Chevrolet Bolt, Ford Fusion, Ford Mustang Mach-E, as well as Ford's all electric F-150. We are confident that as more OEM's continue to manufacture new electric vehicles, we will provide them for members to select from. More information about this initiative can be found at www.Driveevfleet.org
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NAFG has the California Air Resource Board (CARB) Certificate as well as the Ford Qualified Vehicle Modifier Certificate on file with some of our partner suppliers and upfitters hold these certifications and these certifications help illustrate how each vehicle conserves energy and remains energy efficient.
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	NAFG holds a current partnership with many suppliers some of which are veteran owed such as Pacific Truck Body located in CA. Our Ford, Chevrolet and Ram,Jeep,Dodge,Chrysler stores are jointly owned and operated by Minorities.
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	. National Auto Fleet Group was not only built on dedication and hard work, but also through quantifiable metrics that directly measure the results of our efforts to ensure real goals are being measured and met. Through measuring results, NAFG takes responsibility in ensuring we deliver only the best customer care to your members. NAFG offers members 24 hour website access to customer support to personally walk members through any questions they may have. No matter what the issue may be, we always think outside the box to help members find a solution.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	Each of the 15 manufactures we represent cover their own products, parts, and labor. All warranty information may be found in our attachments under the ZIP File "All 15 Manufactures".
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Prior to purchase, members should be aware of each manufacturer's restrictions. Such as improper use of the vehicle may result in disqualification of coverage under the OEM's warranty. An example of this may be an F-350 being used for a police related pursuit, which may void certain warranties. Although, we always welcome and encourage members to contact us for their particular warranty coverage.
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	In some cases, manufacturers will tow a member's vehicle to the nearest warranty repair facility in case of a breakdown and cover expenses, but prior approval is required.
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This may vary from manufacturer to manufacturer. Thus, we encourage members to call in prior to purchase and inquire about their specific region and how their warranty repairs will be covered with their manufacturer.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranties are typically passed on to the original equipment manufacturer and any upfit warranty will be passed on to the upfitter to perform.
50	What are your proposed exchange and return programs and policies?	If a member changes their mind, NAFG will quickly make every effort to change or cancel the order with the factory. However, once the manufacturer begins producing the vehicle, there are no changes, exchanges, or refunds available. The order is then deemed non-cancellable. This includes any upfit equipment an upfitter has ordered for the unit.
51	Describe any service contract options for the items included in your proposal.	NAFG offers any and all manufacturer service contracts for all members. There are several parameters in which a service contract may be customizable. These customized service contracts will be treated as add factory options and following the same discount schedule provided in the pricing file.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
52	Describe any performance standards or guarantees that apply to your services	The only guarantee we can ever provide is the guarantee that we will treat and help every member that contacts with respect, integrity and professionalism.
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	NAFG and staff uphold high standards with how we provide service to the members, not only holding each other accountable but by embracing member feedback of how we can improve. Then we act upon it and implement improvements.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods?	Standard payment terms are Net 20, with a 10 – day grace period.
55	Describe any leasing or financing options available for use by educational or governmental entities.	. In order to provide leasing or financing options, NAFG has partnered with National Cooperative Leasing to offer leasing terms for Sourcewell members for all NAFG quotes under the Sourcewell contract. For further review, we have attached a PDF called "NCL Sample Lease" in the "Member Walk Through" Zip file.
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	National Auto Fleet Group's transaction process (Purchase Order is closely tracked, well documented, and neatly organized to monitor each transaction performed through our Sourcewell Contract. This way, NAFG may produce swift and accurate quarterly reporting.
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, NAFG accepts up to \$2,500 per vehicle. However, any dollar amount higher than \$2,500 will require a P-card/ Credit Card transactional fee that would be passed onto the member

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group is offering Line-Item Discounts Off Manufacture Suggested Retail Price for 15 manufacturers that is detailed in the Price File. NAFG will also offer any Upfits to be added to any and all vehicles' that members wish to add. Details are located on the Price Summary Page in the Price File.
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAFG has an provided offerings from 15 Brands/OEMS and there respective percentage off vary and are detailed in the "Price File" zip Each Manufacture Range is detailed in the tabs below, here is an overview Chevrolet from -.077 to 24.45 % Ford Motor Company from -5.19 to 23.31 % GMC from 6.14 to 22.45 % Ram from 4.99 to 14.23 % Dodge from 3.09 to 9.96 % Jeep from 1.38 to 4.17 % Chrysler from 1.65 to 4.55 % Toyota from .03 to 8.98 % Honda from 1.34 to 4.9 % Nissan from -.085 to 14.61 % Buick from 2.36 to6.08 Kia from .69 to 8.39 % BMW from 3.8 to 4.77 % Cadillac from 4.22 to 6.77 % Volkswagen from 2.17 to 2.46 %
60	Describe any quantity or volume discounts or rebate programs that you offer.	If clients are considering an order of 150 or more units, we encourage members to contact us for any additional discounted quotes.
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Open Market" products or "Sourced Goods" will be considered and treated as regular upfits. However, they may be quoted up to a 10% mark up, if applicable.
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All considerations have already been taken into account in its entirety. The Price Summary Page and Price Table contained in the price file includes all considered costs. Although if a member requested a specialized quote for a unique situation that requires special training, direction, or installation, the additional costs would be added as a part of the upfit and then included inside the member's quote.
63	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufactures charge a standard "Factory Destination Charge". However, that is separate from the freight/destination cost that members may incur to ship a vehicle to and from an installer, if applicable. These subsequent locational movements may bare additional freight costs that will be outlined within the members quote for their review prior to purchase.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery terms among these regions sometimes carry additional logistical charges for added ferry, port and driver costs from both to and from the mainland. These added costs will be disclosed on the quote for members to review and approve prior to purchase.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	National Auto Fleet Group already has a well-established Automobile Franchise Distribution Network that allows for swift and relatively seamless delivery to members and their end users.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	NAFG Strives to offer the best overall value to the member with each and every quote.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Sourcewell participating members are able to obtain proper pricing directly from our website, where they are able to use our user-friendly design to build and price their vehicles. The NAFG is updated daily to reflect updated manufacturer MSRP information. Our system will provide members with an accurate quote 99.99% of the time. In addition, NAFG has a stream line and organized process that calculates administrative fees and allows NAFG to give a turnaround time of 15 – 30 days for quarterly reports.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	One of the internal metrics NAFG uses to track and measure success with the Sourcewell Contract is maintained through our website. Our website keeps a detailed log of quotes that members are generating. We oversee and keep track of how many quotes are being generated and which quotes are met with a purchase order. Every month we evaluate our sales indicators and closely monitor the volume and frequency of sales. One example is by evaluating which members are purchasing from our platform – new members or frequent members to ensure we are growing our member base. We use these metrics to measure our projected growth rate and work to exceed our expectations.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	NAFG will submit \$ 300 per vehicle purchased through NAFG and \$ 200 per vehicle purchased through our partner dealer Alan Jay Automotive. For the purpose of an admin fee there are no other partner dealer groups considered.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAFG has provided a "Model Roll Out" Charts in the "Price File" zip, but of the 15 manufacturers we represent, they have over 100 makes and models for members to choose from that range from Class 1-3 and supporting Class 4 Cab and Chassis trucks. NAFG's platforms can add any upfit of their choosing, ranging from toolboxes to Line Mechanic Bodies. Any and all upfits can be added to any one of our vehicles through one of our upfit partner suppliers or by an upfit supplier of the members choosing. NAFG and the supplier will work together to supply members with turnkey quotes.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	National Auto Fleet Group lists the makes and models of all 15 manufacturers we represent under the ZIP File "All 15 Manufactures". These 15 OEMs make up over 100 combined makes, models, and engine combinations for members to select from along with several subtitle "Upfits" detailed for members in the price file.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Automobiles	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
73	Sport Utility Vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
74	Vans	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
75	Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
76	Vehicles described in Lines 72-75 above for Public Safety applications	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
77	Conventional internal combustion models	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
78	Natural gas or propane autogas, hybrid, or alternative fuel models	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
79	Electric powered models	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - NAFG Price File for Bid 091521.zip - Monday September 13, 2021 19:29:27
 - [Financial Strength and Stability](#) - Market Success and Financial Stability.zip - Monday September 13, 2021 19:30:12
 - [Marketing Plan/Samples](#) - Marketing Plan Compressed.zip - Tuesday September 14, 2021 11:38:30
 - [WMBE/MBE/SBE or Related Certificates](#) - Insurance and Related Documents.zip - Tuesday September 14, 2021 11:40:18
 - [Warranty Information](#) - Warranties RFP 091521.zip - Tuesday September 14, 2021 11:40:36
 - [Standard Transaction Document Samples](#) - Standard Transaction.zip - Monday September 13, 2021 19:54:48
 - [Upload Additional Document](#) - ALL 15 Makes and Upfits.zip - Tuesday September 14, 2021 11:35:54

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_Autos_SUVs_Vans_Trucks_RFP_091521 Wed September 8 2021 06:27 PM	<input checked="" type="checkbox"/>	1
Addendum_5_Autos_SUVs_Vans_Trucks_RFP_091521 Tue September 7 2021 07:28 PM	<input checked="" type="checkbox"/>	2
Addendum_4_Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 26 2021 05:55 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Autos_SUVs_Vans_Trucks_RFP_091521 Mon August 23 2021 09:47 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Autos_SUVs_Vans_Trucks_RFP_091521 Sun August 8 2021 09:02 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 5 2021 03:58 PM	<input checked="" type="checkbox"/>	1



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 FREMONT, California 94538
 Phone: 510-661-5700



All trucks shown with optional equipment. Please refer to quotation specifications.

CUSTOMER DETAILS

CUSTOMER	City of Menlo Park		
ADDRESS	333 Burgess Drive Menlo Park Ca. 94025		
SHIP-TO ADDRESS	Same		
CONTACT NAME	Mr. Don Weber		
PHONE	650-330-6790		
PROPOSED BY	Rick Sanchez	TITLE	Territory Manager
PHONE	510-737-2521	EMAIL	rick.sanchez@papemh.com
DATE	7/17/23	QUOTE EXPIRATION	10/3/23



PAPE MATERIAL HANDLING
 47132 KATO ROAD
 FREMONT, California 94538
 Phone: 510-661-5700



Proposal Summary

Included Items	Description	Quantity
Electric	JLG X430AJ with all standard features see attached 2 year Warranty Note since 2024 pricing has not yet been determined by JLG price on units delivering in 2024 are subject to change even after unit is ordered NOTE THERE IS ON STOCK UNIT NOW BUT ONLY ONE. IF YOU ORDER THAT ONE UNIT THAT PRICE WILL BE SECURE ONLY BECAUSE IT WOULD BE A DELIVER VERY SOON 2023 SO NOT SUBJECT TO THE 2024 PRICE INCREASE	1

Price	\$ 116,951.00+ tax delivered	Qty: 1
Quoted Quantity	1	TOTAL: \$116,951.00 + tax delivered

F.O.B. Factory (factory freight not included). Price is exclusive of any taxes. Due to volatility of supply chain, transportation, lead times etc., we reserve the right to revise our pricing in direct correlation to price surcharges/increases received from the OEM. Lease payment quotes are subject to possible interest rate indexing at time of delivery. This sales order/proposal is subject to Pape' Material Handling's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at www.pape.com/terms, and will also be sent by mail or email to Buyer upon request.

Proposal By:	Rick Sanchez	Accepted By:	_____

Signature:		Signature:	_____

Date Signed:		Date Accepted:	_____

		PO Number:	_____



ENDERA ORDER FORM

+1 419.523.3593
804 N. Pratt St.
Ottawa, OH 45875

Date: 8/3/2023

Sales: 303-880-2788
reid@enderacorp.com
Warranty / Parts: 419-523-3593

DEALER INFORMATION

Dealer: Coach West Luxury Performance Motorcars
Address: 1029 E Dominguez St.
City, St. Zip: Carson, CA 90746
Contact: Jay Real
Phone: (310) 609-2900
Fax: _____
P.O. #: _____

SHIPPING / PAYMENT INFORMATION

Customer Pick Up: Ship Best Way to Location Below:

Ship To: City of Menlo Park
Address: _____
City, St. Zip: _____
Contact: _____
Phone: _____
Payment: _____

Additional Shipping Instructions: _____

ARE FTA FUNDS USED?		FTA INFO REQUIRED
YES or NO	<input type="checkbox"/>	

Is this for a contract?	YES or NO	Model Number: <u>Endera B4</u>	Number of units in this order: 1
	<input type="checkbox"/>	Description: <u>Motiv EPIC4</u>	
<i>If YES please complete the fields to the right</i>		Seating Capacity: <u>12+2 w/2 flip</u>	

End User Information

Name: City of Menlo Park
Address: _____
City, St. Zip: _____

Applicable FIN / FAN Code: _____

Pricing and specs subject to change without notice - COD or approved financing only - FOB Ottawa, OH

CHASSIS PRICING			
QTY	CHASSIS PRICE ADDED	Price	Extended
	Ford E450, 176" WB, 7.3L V-8 Gas Engine, 14,500 GVWR, Door Delete	\$ 39,180.00	
1	Ford E450, 158" WB, 7.3L V-8 Gas Engine, 14,500 GVWR, Door Delete	\$ 39,180.00	\$ 39,180.00
1	Less: Mobility Allowance	\$ 1,000.00	\$ 1,000.00
Total Net Chassis (Plus any special options noted below):			\$ 38,180.00
Grand Total Net Chassis Price:			\$ 38,180.00

BASE CONVERSION			
QTY		Price	Extended
	Endera - FORD E450 - Standard Floor		
1	24', E450, 158" WB, 14,500 GVWR	\$ 47,700.00	\$ 47,700.00

BODY / CONVERSION OPTIONS				
Option #	QTY	Option Description	Price	Extension
PARATRANSIT OPTIONS				
	1	Rear Lift - ADA with Double Wheel Chair Doors, Windows, Shift Interlock & Lights	\$ 2,100.00	\$ 2,100.00
BRAUN WHEELCHAIR LIFTS				
	1	Braun Century - NCL3454-2 Lift, 34"x54", 1000# with Front Pump & Safety Belt	\$ 4,800.00	\$ 4,800.00
Q-STRAINT W.C. SECUREMENT KITS				

	2	Q-8100-A1T-L - QRT DELUXE Retractable Shoulder / Lap Belt Combo - L Track	\$ 560.00	\$ 1,120.00
		MISCELLANEOUS PARATRANSIT ACCESSORIES		
	1	Q-Straint Belt Storage Pouch	\$ 50.00	\$ 50.00
	1	Q-Straint Belt Cutter (Ship Loose)	\$ 15.00	\$ 15.00
		FLOORING		
	1	Altro Transflor Meta Storm, 2.2 mm Thick	\$ 1,360.00	\$ 1,360.00
	1	Cove Flooring on Sidewall to Bottom of Seat Track	\$ 200.00	\$ 200.00
		ELECTRICAL		
	1	Door / Window Ajar Alarm Package (on all Egress Windows & Rear Door or Window)	\$ 115.00	\$ 115.00
	1	Exit Indicator Light on Dash In Driver's Area	\$ 100.00	\$ 100.00
	1	Red Indicator Lights above each Emergency Exit (Total of 4)	\$ 75.00	\$ 75.00
	1	Back Up Alarm	\$ 60.00	\$ 60.00
		AUDIO / VISUAL		
	1	Rosco Backup Camera with 7" Monitor	\$ 270.00	\$ 270.00
		DOORS / WINDOWS		
	1	Key Switch for Entrance Door	\$ 120.00	\$ 120.00
		CHASSIS / EXTERIOR		
	1	Heavy Duty 12" Driver's Step	\$ 315.00	\$ 315.00
	1	Front Mud Flaps	\$ 100.00	\$ 100.00
		CLIMATE CONTROL		
		TRANS-AIR A/C SYSTEMS		
		TRANS-AIR DUAL COMPRESSOR SYSTEMS - SKIRT CONDENSER		
	1	75K BTU Total - TA733-SUPER 13 CID - Dual Comp, Skirt Condenser, Ceiling Evap	\$ 8,000.00	\$ 8,000.00
		Pro Air HEATERS		
	1	Valeo 70K BTU, 3 Speed-Mounted Under Seat With Shut Off Valves	\$ 615.00	\$ 615.00
		SAFETY OPTIONS		
	1	5 Lb. ABC Fire Extinguisher w/ Bracket	\$ 105.00	\$ 105.00
	1	Bi-Directional Reflective Triangles	\$ 55.00	\$ 55.00
	1	25 Unit First Aid Kit w/ Plastic Waterproof Case, ANSI 2009	\$ 50.00	\$ 50.00
		GRAB RAIL / STANCHION / PANELS		
	1	Ceiling Grab Rail Curbside (ADA requirement)	\$ 205.00	\$ 205.00
		MISC OPTIONS		
		SEATING		
		DRIVER'S SEATING		
	1	SHIELD FC Recliner, RH Arm, 4 Position Lumbar, Mesh Pocket	\$ 440.00	\$ 440.00
		OEM DRIVER SEAT RE-COVERED TO MATCH PASSENGER SEATS FREEDMAN SHIELD & LO CAM DRIVER SEAT FABRICS **EUROPEAN OR AMERICAN WOOL QUOTED AT TIME OF ORDER**		
	1	Driver Seat Cover - Level 4	color # & name \$ 145.00	\$ 145.00
		PASSENGER SEAT FABRICS **EUROPEAN OR AMERICAN WOOL QUOTED AT TIME OF ORDER**		
	14	Seat Cover - Level 4	color # & name \$ 50.00	\$ 700.00
		PASSENGER SEATING		
		FREEDMAN FEATHERWEIGHT STANDARD RIGID SEATS		
	6	Featherweight Mid-High Double Seat	\$ 375.00	\$ 2,250.00
		FREEDMAN FLIP SEATS		
	2	Econo Flip - Single	\$ 475.00	\$ 950.00
		SEAT OPTIONS		
	6	AV Grab Handle, Black - Each (PPE Material) on:	Aisle Seats \$ 30.00	\$ 180.00
	6	Flip-Up US Armrest, Black - Each (PPE Material) on:	Aisle Seats \$ 30.00	\$ 180.00
		SEAT BELTS		
	12	Seat Belt, USR Freedman Retractable (Per Person) N/A Foldaway or Flip Seats	\$ 85.00	\$ 1,020.00
	2	Seat Belt, USR Retractable (Per Person) For Foldaway & Flipseat) N/A Handi Flip	\$ 70.00	\$ 140.00
		MOTIV ELECTRIFICATION COMPONENTS		
	1	EPIC4 Shuttle Bus CA 176" Electrification	\$ 145,000.00	\$ 145,000.00
	1	Auxiliary Heater for any EPIC4	\$ 2,250.00	\$ 2,250.00
	1	Cab Air Conditioning	\$ 2,000.00	\$ 2,000.00

1	Acoustic Vehicle Alert System	\$ 1,200.00	\$ 1,200.00
1	Installation of Frame Extension for any EPIC4	\$ 1,000.00	\$ 1,000.00
1	Rear A/C Connector Kit for any Cutaway or F53	\$ 500.00	\$ 500.00
1	Freight	\$ 7,600.00	\$ 7,600.00
1	Charge Port: DC Fast Charge	\$ 7,500.00	\$ 7,500.00
1	Geotab Telematics with 3 year Subscription	\$ 1,480.00	\$ 1,480.00
1	3-year HVIP Reporting	\$ 1,200.00	\$ 1,200.00

PRODUCTION NOTES / INSTRUCTIONS	

TOTAL CONVERSION PRICE	\$ 243,265.00
LESS MANUFACTURER DISCOUNT APPLIED	
2025 Surcharge	\$ 12,163.25
NET CONVERSION PRICE	\$ 255,428.25
TOTAL BUS PRICE (Includes Chassis)	\$ 293,608.25
GRAND TOTAL BUS PRICE	\$ 293,608.25
HVIP Voucher Discount	\$ (60,000.00)
Do Not Qualify for the 15% 15% HVIP Small Fleet Add-on (Contingent on Fleet Size)	\$ (9,000.00)
Taxes, DMV, & Doc Fees	TBD
NET DUE	\$ 224,608.25

PLEASE SUBMIT FLOORPLAN WITH ORDER

 AUTHORIZED CUSTOMER SIGNATURE

Delivery Date Requested:

Delivery Date Approved:

 AUTHORIZED ENDERA AUTOMOTIVE SIGNATURE

 DATE

Price w/Chassis / \$293,608.25
 Sales Tax / \$27,525.77
 Total / \$321,134.02
 HVIP Voucher / (\$60,000)
 Grand Total / \$261,134.02



ENDERA ~ STANDARD FEATURES

One-Piece Seamless Molded Fiberglass White Gel Coated Roof
White Exterior Gel Coat Finish
Fully Welded Tubular Steel Roll Cage Framework
Direct Body to Frame Mounting for Improved Strength
Drive Shaft Loops (1 per Drive Shaft Section)
Full Vision Flush Mount Bonded Windows - *Patent Pending*
Integrated Side Egress Windows
Tongue & Groove 3/4" Marine Grade Plywood Floor
Step Box Battery Storage
Stanchion at Top of Step Box w/ Modesty Panel & Hand Rail Parallel to Steps (Left Side)
Right Hand Grab Rail Parallel to Steps
High Gloss Fiberglass Exterior Wall Material
Electric Powered 36" Entrance Door with Dash Switch (33" Clear Opening)
Weldon High Content Node Power Control Module
Interior LED Lighting Package
Black Interior Sidewalls
White Interior Ceiling
Gray Padded Vinyl in Drivers Area
Door Activated Interior Lights
Exterior LED Lighting Package
"Endera" Basic Decal Kit
Rear Mud Flaps
Steel Rear Bumper
Rear Wheel Rubber Fender Guard
Overhead Storage Compartment in Front Bulkhead
Redundant Ground Between Chassis and Power Unit
Fuel Inspection Cover
Rosco Exterior Manual Mirrors
4 Interior Speakers (2 in Front and 2 in Rear)
92-inch Interior Width for comfortable seating
78-inch Center Aisle Ceiling Height
Additional Curbside Leaf Spring on Lift Buses

Standard Documents Included

Water Test
Weight Slip
Floorplan with Elevation
Anything else that is in the packet given to drivers

FORD OEM STANDARD CHASSIS FEATURES

Chassis Daytime Running Lights
OEM 240 Amp HD Alternator
Cruise Control
AM/FM Radio with Clock, Bluetooth, and USB Port with 4 Speakers
CNG Engine Prep Package

ENDERA AUTOMOTIVE WARRANTY FEATURES

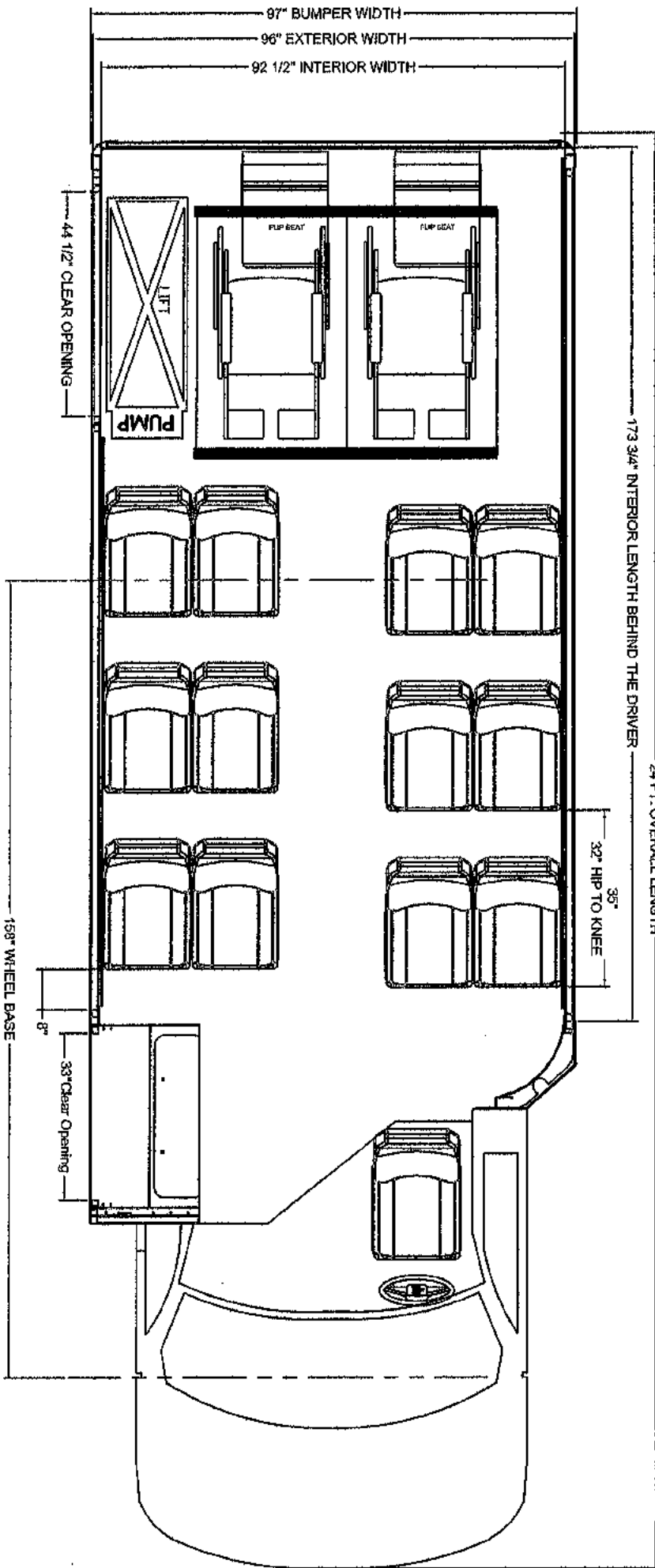
3 Year / 36,000 Mile Warranty - (OEM Only)

5 Year / 150,000 Mile Warranty - (Endera Structure Only)

STURRA Tested for 7 years / 200,000 Miles

FMVSS Certified

Ford QVM Certified



DESIGN	MAB	1-26-23
DATE		
FINISH		

DIMENSIONS ARE IN INCHES
 TOLERANCES:
 FRACTIONAL .4-1/4
 ANGULAR .004-1/4
 TWO PLACE DECIMAL .4-1/8
 THREE PLACE DECIMAL .4-1/16

TITLE:		ENDERA
24 row 12-2 2 sq 158	12623-1	
SIZE	DWG. NO.	REV
B	24 row 12-2 2 sq 158 12623-1	-

RESOLUTION NO. 6552

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO ADOPTING SUSTAINABLE VEHICLE FLEET POLICY NO. CC-20-011 TO REDUCE GREENHOUSE GAS EMISSIONS BY INCREASING THE NUMBER OF ZERO-EMISSION FLEET VEHICLES

WHEREAS, on December 10, 2019 the City Council of the City of Menlo Park adopted Resolution No. 6535 declaring a climate emergency to accelerate its actions to address climate change and reduce greenhouse gas (GHG) emissions;

WHEREAS, internal combustion engine (fossil fuel) vehicles are large source of GHG emissions;

WHEREAS, the City currently manages a fleet of vehicles to provide specialized services to the community which are primarily internal combustion engine (fossil fuel gasoline) vehicles; and,

WHEREAS, recent advancements in technology, such as increased travel range, regenerative braking, and more spacious interior compartments have expanded the capabilities of zero-emissions vehicles so that more City work applications can be met with these vehicles; and,

WHEREAS, this policy defines policies and procedures for the acquisition and management of vehicles in the municipal fleet.

NOW, THEREFORE, IT IS RESOLVED, the City Council of the City of Menlo Park hereby adopts the City of Menlo Park sustainable vehicle fleet policy No. CC-20-011 recommended by staff and presented to the City Council on the twenty sixth day of March, 2020, incorporated herein as Exhibit A.

I, Judi Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the twenty-sixth day of March, 2020, by the following votes:

AYES: Carlton, Combs, Mueller, Nash, Taylor

NOES: None

ABSENT: None

ABSTAIN: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this twenty-sixth day of March, 2020

DocuSigned by:



39280A20D0BE401...

Judi A. Herren, City Clerk

SUSTAINABLE VEHICLE FLEET POLICY

City Council Procedure #CC-20-011

Effective 3/26/2020

Resolution No. 6552

**Purpose**

To accelerate greenhouse gas emissions reduction due to the climate emergency and improve San Francisco Bay Area air quality, through the increased adoption of zero-emission vehicles in municipal fleet.

Authority

This policy will set forth the acquisition process for municipal fleet vehicles and outline practices to reduce greenhouse gas emissions related to fleet operation.

Background

In December 2019, City Council signed Resolution No. 6335 declaring a climate emergency which demands accelerated actions to address climate change. Menlo Park's climate action plan describes strategies and goals to urgently respond to this climate emergency, such as the acquisition of sustainable products over conventional products. Sustainable products have environmental benefits, such as greenhouse gas emission or waste reduction which do not easily translate to an economic value.

The City recognizes internal combustion engine (fossil fuel) vehicles are a large source of greenhouse gas emissions. The City currently manages a fleet of vehicles to provide specialized services to the community which are primarily internal combustion engine (fossil fuel) vehicles. However, recent advancements in zero-emission vehicles (ZEVs), such as increased market availability, travel range, regenerative braking, and more spacious compartments have expanded the capabilities of ZEVs so that more City work applications can be met with these vehicles. The zero-emission vehicle market is not as large as the internal combustion engine vehicle market, but it is growing rapidly. The ZEV market is predicted to offer products that meet 40 percent of current fleet needs by 2025.

Policies and procedures

The City of Menlo Park is committed to improving the San Francisco Bay Area's air quality and reducing greenhouse gas emissions by instating the following practices:

- A. Reducing vehicle fleet tailpipe emissions through:
1. Establishing a "ZEV First" commitment for fleet vehicles that emit no tailpipe emissions from the onboard source of power.
 2. Purchasing zero-emission vehicles (ZEV) as a first option priority for the municipal fleet even if comparable fossil fuel vehicles cost less to purchase.
 3. Committing to a minimum of 50 percent of ZEVs for total vehicle purchases by 2025 and 75 percent by 2030.
 4. Actively seeking vehicle fleet grants to purchase ZEVs.
 5. Requiring the installation of electric vehicle charging infrastructure at the time of vehicle purchase, as appropriate considering economic and resource constraints, to support the annual purchase of ZEV.
 6. Commit to test, evaluate, and, where feasible, acquire ZEVs for medium- and heavy-duty vehicle categories.
- B. Implement the "ZEV First" commitment using the following process and procedure:
1. ZEV purchases shall be prioritized over comparable vehicles powered by internal combustion engines utilizing fossil fuels, flex-fuel, or bi-fuel vehicles powered by petroleum-based fuels (gasoline) and other alternative fuels, such as ethanol or renewable diesel.
 2. Exemptions to purchasing a ZEV include:
 - i. No viable ZEV option is available in the current vehicle market; OR

SUSTAINABLE FLEET

City Council Policy #CC-20-011
Effective 3/24/2020

- ii. The ZEV does not meet performance needs to provide services, including but not limited to, public safety, vehicle capabilities, and emergency response functions; OR
- iii. No fueling infrastructure is available or planned to be completed within six months of vehicle purchase.
- 3. If an exemption to a ZEV purchase is pursued, the following priority structure will be used in considering a replacement vehicle:
 - i. Defer purchasing a vehicle if a ZEV market option will be available and/or infrastructure will be installed in less than three years.
 - ii. Lease plug-in electric hybrid vehicles if available in the market, or the less preferable option is to purchase.
 - iii. Lease hybrid-electric fuel vehicles if available in the market, or the less preferable option is to purchase.
 - iv. Lease an internal combustion engine (fossil fuel, flex-fuel or bi-fuel, ethanol, renewable diesel, etc.) vehicle, or the less preferable option is to purchase.
- C. Fuel consumption
 - 1. Reduce fossil fuel (gasoline and diesel) consumption 5 percent annually relative to baseline fuel consumption for fund year 2018-2019, and review at year end to take into account potential growth in fleet size.
 - 2. Reduce miles driven annually by fleet vehicles through route optimization, utilizing GPS (Global Positioning System) devices or route optimization specific software.
- D. Vehicle operations
 - 1. Promote reduced idling, trip reduction, routing efficiency, and use of city bicycle fleet and public transportation to City departments.
 - 2. Reduce fleet size by removing under-utilized vehicles, reviewing annually, from the fleet or through reassignment in place of additional units.
- E. Cost effectiveness and performance
 - 1. Seek grants, rebates, and other financial incentives and funding opportunities to use in purchasing ZEVs and/or implementing electric charging or refueling infrastructure.
 - 2. Identify opportunities and the financial resources needed to replace older fleet equipment with zero-emission equipment.
- F. Monitoring and reporting
 - 1. Each fiscal year through the annual budgeting process, staff shall:
 - i. Prepare an annual replacement assessment which will include budget estimates for zero-emission vehicles replacement, including the cost of necessary electric charging or refueling infrastructure;
 - ii. Report any other actions taken to support or enhance the City's sustainable fleet policy.
 - 2. Enhance fleet management systems and implement new technology with emphasis on reducing fossil fuel (gasoline and diesel) consumption and reviewing the City fleet annually to ensure each vehicle replacement purchase is necessary.

SUSTAINABLE FLEET
City Council Policy #CC-20-011
Effective 3/24/2020

Action	Date	Notes
Adoption by City Council Resolution No. 6552	3/26/2020	



STAFF REPORT

City Council Meeting Date: 9/26/2023
Staff Report Number: 23-223-CC

Consent Calendar: Approve advisory body annual work plans for the Complete Streets Commission, Environmental Quality Commission, Finance and Audit Commission, Housing Commission and Library Commission

Recommendation

Staff recommends that the City Council approve the annual works plans for the following advisory bodies: Complete Streets Commission, Environmental Quality Commission, Finance and Audit Commission, Housing Commission and Library Commission (Attachments A, B, C, D and E).

Policy Issues

City Council Policy #CC-23-004 (Attachment F) defines the policies and procedures and roles and responsibilities for Menlo Park appointed commissions and committees. Each commission is required to develop an annual work plan in support of the City Council work plan and seek City Council approval no later than Sept. 30 of each year per the policy.

Background

The Complete Streets Commission (CSC) advises the City Council on realizing the City's adopted goals for complete streets, vision zero, climate action plan, and provide input on major land use and development projects as it relates to transportation. The City Council last approved the CSC work plan Oct. 12, 2021.

The Environmental Quality Commission (EQC) is charged primarily with advising the City Council on matters involving climate change, environmental protection and sustainability. The City Council last approved the EQC work plan Feb. 14.

The Finance and Audit Commission (FAC) is charged primarily with supporting delivery of timely, clear and comprehensive reporting of the City's fiscal status to the community at large. The City Council last approved the FAC work plan Aug. 17, 2021.

The Housing Commission (HC) is charged primarily with advising the City Council on housing matters including housing supply and housing related problems. The City Council last approved the HC work plan Jan. 24.

The Library Commission (LC) is charged primarily with advising the City Council on matters related to the maintenance and operation of the City's libraries and library systems. The City Council last approved the LC work plan Nov. 9, 2021.

Analysis

Complete Streets Commission (CSC)

The CSC is proposing a 2023-24 work plan with six long-term goals that will result in five actionable short term tasks. The six long-term goals are to advise and provide input to the City Council on:

1. Transportation Master Plan implementation
2. Major developments
3. Citywide transportation policies/programs
4. Downtown access
5. Safe routes to school
6. Regional collaboration

Through the lens of these six goals, the CSC examined prior City Council actions/directions and is proposing five actionable short term tasks: two repurposed tasks under goal No. 1, two new tasks under goal No. 3, and one carry-over task under goal No. 5.

Environmental Quality Commission (EQC)

In July, the EQC recently revised their work plan to include an annual agenda calendar that would essentially serve as their work plan. The agenda calendar was approved by the EQC into a formal work plan in September. The intent is to provide greater transparency and adequate time to prepare for discussions. This fiscal year, the EQC is focusing on providing feedback to staff regarding proposed 2025-2030 scope of work for each Climate Action Plan (CAP) strategy No. 1-6. A final 2025-2030 scope of work will be presented to the EQC next year (spring/summer) with an opportunity to provide advice to City Council in the summer/fall of 2024. The City Council last approved a scope of work for the CAP in 2021 and have been providing direction through various agenda items and the annual work plan.

Finance and Audit Commission (FAC)

The FAC is proposing a 2023-2024 work plan with 12 items (Attachment C). Six items focus on fulfilling the ongoing responsibilities of the FAC of reviewing financial audits and the Annual Comprehensive Financial Report (ACFR), including a review of how the audit is conducted, quarterly investments reports and the auditor section process, as needed. Additionally, the FAC is proposing to (1) review the City's pension and other post-employment benefits' obligations; (2) identify financial benchmarks to be able to compare the City's fiscal status with other similarly-sized municipalities; (3) identify alternative revenue sources that may be available to the City; and (4) review the OpenGov transparency portal. The final three items focus on increasing public engagement and transparency of the City's financials and FAC activities.

Housing Commission (HC)

The current work plan was approved earlier this year and the HC did not make significant changes to its plan (Attachment D). However, the HC did want to focus specifically on anti-displacement, which is currently included in its Community Outreach work item. Therefore that has become its own work item. In addition, as a long term goal, the HC wanted to continue their focus on development of affordable housing on public lands. The HC would like to see a greater unit yield than what is projected in the 2023-31 Housing Element Update and would work toward that aim.

Library Commission (LC)

The LC's 2023-24 proposed work plan's 10 goals are centered on serving as an inclusive forum for public information, discussion, feedback and advice about library services in Menlo Park. Focus areas include: library programs and services in the Menlo Park Community Campus (MPCC); departmental strategic plan updates; service adaptations in response to community emergencies; technological innovations and system improvements; library policies and procedures; and periodic presentations and reports on major library

service areas.

All Commission work plans are subject to City Council approval or modification..

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. Complete Streets Commission work plan
- B. Environmental Quality Commission work plan
- C. Finance and Audit Commission work plan
- D. Housing Commission work plan
- E. Library Commission work plan
- F. City Council Policy #CC-23-004

Report prepared by:

Kevin Chen, Senior Transportation Engineer

Rebecca Lucky, Sustainability Manager

Rani Singh, Interim Finance and Budget Manager

Tim Wong, Housing Manager

Nick Szegda, Assistant Library and Community Services Director

Report reviewed by:

Judi Herren, City Clerk

Sean S. Reinhart, Library and Community Services Director

Brittany Mello, Administrative Services Director

Complete Streets Commission

Public Works Department
701 Laurel Street, Menlo Park CA 94025
Adopted September 26, 2023



Work plan goals

The Complete Streets Commission provides advice and recommendations to the City Council on realizing the City's adopted goals for Complete Streets, Vision Zero, and the Climate Action Plan. It provides transportation-related input on major land use and development projects, to promote safe transportation infrastructure and alternative modes of transportation.

1. Advise the City Council on the implementation of the Transportation Master Plan:
 - Evaluate and propose key transportation corridors for project prioritization
 - Advise and make recommendations on the Middle Avenue Complete Streets Project and the pedestrian and bicycle rail crossing
2. Provide input and recommendations on the City's major development projects by evaluating them based on impact on public streets, safety, and transportation accessibility, especially bicycle/pedestrian/public transportation accessibility.
3. Advise and provide input to the City Council on citywide transportation policies/programs:
 - Evaluate driveway stopping sight distance policy
 - Update the transportation impact analysis guidelines to include multimodal study metrics
4. Support the Council's ongoing initiatives to improve access to Downtown and support downtown businesses.
5. Support the implementation of the Safe Routes to School strategy and advocate for community engagement, program continuity and design implementation:
 - Evaluate the current state of the Safe Routes to School program
6. Advise on the City Council's role as a stakeholder with regard to regional multimodal and transportation demand management programs projects to increase sustainable transportation for Menlo Park.

Work plan history

Action	Date	Notes
Commission approved	August 24, 2023	n/a

Environmental Quality Commission

City Manager's Office Department
 701 Laurel Street, Menlo Park CA 94025
 Adopted TBD



Work plan goals		
<ol style="list-style-type: none"> 1. Provide feedback to staff and advise the City Council on 2025-2030 scope of work for Climate Action Plan (CAP) strategies No.1 through No.6 that are anticipated to be presented to the City Council next year. 2. Form 1-2 subcommittees to work with staff on the CAP 2025-2030 scope of work updates. 3. Support the creation of an Urban Forest Master Plan: secure funding, complete canopy audit, support community engagement, and ensure urban forest is equitable across all districts. 4. Maintain an annual commission calendar to provide transparency and allow adequate time to prepare agenda items related to the commission’s work plan; update and post for public review monthly. See attached. 5. Encourage and facilitate robust public comment and participation at Commission meetings. 6. Foster a public meeting environment that is inclusive of all members of the diverse Menlo Park community. 7. Support the filling of openings on the Commission and the effective onboarding of new Commissioners. 		
Work plan history		
Action	Date	Notes
Work plan recommended	September 20, 2023	Commission approved

Proposed Environmental Quality Commission Agenda Topics Fiscal Year 2023-24

Agenda schedule may change based on City Council, Chair and Vice Chair, and staff requests/direction

Month	Topics	Author/Presenter	EQC role
2023			
July 2023	Approve fiscal year 2023-24 agenda calendar	Sustainability staff/Chair and Vice Chair	Action by commission
	Approve building decarbonization and climate outreach ad hoc subcommittees scope, timeline and deliverables	Sustainability staff/ Ad hoc subcommittees	Action by commission
August 2023	Review and discuss Climate Action Plan strategy No.2 to set citywide goals for increasing electric vehicles to 100% of new vehicles by 2025 and reducing gasoline sales each year by 10% starting in 2018 <i>(moved up from September)</i>	Sustainability staff	Feedback to staff on ideas, policies, and programs
	Review and discuss Climate Action Plan strategy No.3 to expand access to electric vehicle charging for multifamily and commercial properties <i>(moved up from September)</i>	Sustainability staff	Feedback to staff on ideas, policies, and programs
	Chair report to the City Council	Chair	Action by commission
September 2023	Review and discuss Climate Action Plan strategy No.1 to electrify 95% of existing buildings by 2030 <i>(moved from August)</i>	Sustainability staff/ building decarbonization ad hoc subcommittee	Feedback to staff on ideas, policies, and programs
	Approve the commission 2023-2024 work plan	Chair and staff	Action by commission
October 2023	Review and discuss Climate Action Plan strategy goal No.5 to eliminate fossil fuels from municipal operations	Sustainability staff	Feedback to staff on ideas, policies, and programs
November 2023	No meeting due to holiday		
December 2023 Early December meeting to avoid holiday conflicts	Review and discuss Climate Action Plan strategy No.4 to reduce vehicle miles traveled by 25% or an amount recommended by the Complete the Streets Commission	Sustainability staff	Feedback to staff on ideas, policies, and programs
2024			
January 2024	Review and discuss Climate Action strategy No.6 to develop a climate adaptation plan to protect the community from sea level rise and flooding	Sustainability staff Climate Adaptation ad hoc subcommittee	Feedback to staff on ideas, policies, and programs
2024			
February 2024	Review and discuss CAP strategy goal No.1 2025-2030 scope of work recommendations	Sustainability staff/ building decarbonization ad hoc subcommittee	Feedback to staff on ideas, processes, or programs to consider
	Review and discuss subcommittee project deliverables and disbandment	Sustainability staff/ad hoc subcommittees	Action by commission
March 2024	Receive Climate Action Plan progress report	Sustainability staff	Informational item/no action
	Review and discuss permit streamlining for existing building electrification projects	Sustainability staff	Feedback to staff on ideas, processes, or programs to consider
April 2024	Annual City Arborist Report	Public Works staff	Informational item
	Receive update on City operations electric handheld gardening equipment transition	Sustainability and Public Works staff	Informational, provide feedback to staff
May 2024	Elect Chair and Vice Chair	Chair	Action by commission
	Update on building electrification outreach and education	Sustainability staff	Provide feedback to staff

June 2024	Review and discuss Climate Action Plan proposed scope of work for 2025-2030	Sustainability staff	Provide feedback to staff
	Discuss annual agenda calendar/ work plan to submit to the City Council	Sustainability staff/Chair and Vice Chair	Action by commission
July 2024	Approve Climate Action Plan 2025 to 2030 scope of work	Sustainability staff	Advice to City Council
	Review and discuss subcommittee project deliverables and disbandment	Sustainability staff/ad hoc subcommittees	Action by commission
	Approve of the fiscal year 2024-2025 agenda calendar	Sustainability staff	Informational
	Update on electric gardening equipment rebate program	Sustainability staff	Informational

Active ad hoc subcommittees:

- **Building electrification with Commissioners Evans, Kissel and McKenna**
 - **Scope:** Explore Zoning updates, permit streamlining, flexibility/leniency programs for underserved residents during electrification permit inspections, reach codes or other policies to require electrification at replacement in existing buildings, and methods to cost effectively construct all-electric lab buildings and to convert existing lab buildings to all-electric.
 - **Duration:** Four (4) months with an expected report to EQC December 2023
- **Climate adaptation with Commissioners Schmidt (as of 8/16/23), Pelegri-Llopart and Lin**
 - **Scope:** Reviewing current city strategies, policies and programs around climate adaptation and recommending changes and enhancements to current city strategies, policies and programs including specific strategies for different populations
 - **Duration:** Six (6) months with an expected report to the EQC in January 2024
- **Electric Vehicle Ad Hoc Subcommittee**
 - **Scope:** Support CAP goals 2 & 3 by researching grants (workforce, education, and infrastructure) that could be tracked over the long term, and collecting additional ideas on implementation, and identifying partners to support our EV and EV charging infrastructure goals
 - **Duration:** Five (5) months with an expected report to the EQC in December 2023/January 2024
 - **Commissioners:** Kissel, Schmidt

Other topics TBD:

- Reach Codes for existing buildings
- Urban Forest Master Plan
- Waste management
- Water conservation
- Stormwater/water quality
- Tesla patrol pilot results
- Update on the \$4.5M California Energy Commission (CEC) grant for the electrification program
- Environmental Justice Element update
- Advise on participation in Peninsula Clean Energy's program to install photovoltaic system on city facilities
- Workforce development discussion
- Discuss forming an ad hoc subcommittee for Arbor Day and Earth Day in the October timeframe
- Receive update and discuss the policy landscape around building electrification December 2023/January 2024

Regular items

- Annual Election of Chair and Vice Chair (May)
- Chair report to the City Council (at minimum once per year)
- Set fiscal year commission agenda calendar (June/July)
- Annual informational presentation on existing building electrification outreach and education (annual)
- Annual City Arborist Report (Spring)
- Zero Emissions Landscaping Equipment (ZELE) Policy progress (requires two years)

of reporting to the commission directed by the city council)

- Review and discuss ad hoc subcommittee deliverables and disbandment (every 6 month)

Finance and Audit Commission

Administrative Services Department
701 Laurel St., Menlo Park CA 94025
Adopted September 7, 2023



Work plan goals

1. Conduct annual review of the City's investment policy
2. Review the scope and process of the audit for fiscal year 2022-23 with the City's auditor
3. Review quarterly performance of the City's investment portfolio
4. Review the annual independent auditor's report
5. Review the Annual Comprehensive Financial Report (ACFR)
6. Review of the City's pension and post-employment obligations
7. Identify potential financial benchmarks
8. Identify potential alternative revenue sources
9. OpenGov transparency portal improvements and community training
10. Encourage and facilitate robust public comment and participation at Commission meetings
11. Foster a public meeting environment that is inclusive of all members of the diverse Menlo Park community
12. Support the filling of openings on the Commission and the effective onboarding of new Commissioners

Work plan history

Action	Date	Notes
Work plan recommended	September 7, 2023	Commission voted to recommend approval by City Council

Housing Commission

Community Development Department
701 Laurel Street, Menlo Park CA 94025
Adopted September 6, 2023



Work plan goals

1. Community engagement – Provide information and education related to tenant rights and tenant protections efforts and host and cohost local legal resources/presentations via the Housing Commission as part of expanding community engagement. This is to increase diversity of community participation and input. Have two informational events, one every 6 months at Belle Haven location with multi-lingual inclusive events.
2. Anti-Displacement – To work on anti-displacement efforts, especially focused on naturally occurring affordable housing. To provide current residents with displacement and relocation information to prevent evictions and displacement and try to monitor the number of households being displaced and to provide them information about resources. Create a collection of displacement experiences to “personalize” the impacts of displacement.
3. Focus on the development of affordable housing on public lands – this could include the development of affordable housing on downtown parking lots and following the development process including the RFP and making recommendations, with the aim to exceed the unit yields as outlined in Program H4.G of the 2023-2031 Housing Element Update.

Work plan history

Action	Date	Notes
Commission approved	September 6, 2023	

LIBRARY COMMISSION WORK PLAN

Library and Community Services Department
 800 Alma St., Menlo Park CA 94025
 Adopted August 21, 2023



Work plan goals		
<ol style="list-style-type: none"> 1. As an advisory body to the City Council and a forum for public information about library issues, encourage and facilitate robust public comment and participation at Commission meetings. Foster a public meeting environment that is inclusive of all members of the diverse Menlo Park community 2. Support and advise the development and launch of the Menlo Park Community Campus (MPCC), focusing on library programming, service integration, and library policies within the shared space environment in the new facility, as directed by City Council 3. Support and advise staff on the advancement of overall library system improvements, as directed by City Council 4. Periodically review the library's public-facing policies and recommend updates, as required, with a special focus on policies that may be impacted by shared space operations at the new MPCC 5. Establish an understanding of and advise on the library needs of the community during emergencies. This may include a review of library policies and services related to adaptations made by the library in response to emergencies 6. Monitor any changes in how library users access the library, how library services may be changing, the impact of technology on the provision of library services, and how the Commission might help increase equitable access for community members 7. Periodically receive staff presentations and reports about major library service areas and programs and Commissioner liaison reports about affiliates. Maintain a 12-month schedule of planned Commission agenda items; update and post for public review monthly 8. Support the filling of openings on the Commission and the effective onboarding of new Commissioners 9. Review and advise on updates to the department strategic plan and advise on any strategic plan updates made after the opening of the MPCC. 10. Annually review departmental budget proposal before presentation to City Council, focusing on any potential impacts to library services. Review and advise on potential synergies with or support from other City departments. 		
Work plan history		
Action	Date	Notes
Work plan recommended	August 16, 2021	Commission recommended
Work plan adopted	November 9, 2021	City Council approved
Work plan recommended	August 21, 2023	Commission recommended

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 Adopted June 27, 2023
 Resolution No. 6840



<p>Purpose</p>
<p>To define policies and procedures and roles and responsibilities for Menlo Park appointed commissions and committees.</p>
<p>Authority</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>Background</p>
<p>The City of Menlo Park currently has seven active Commissions. The active advisory bodies are: Complete Streets Commission, Environmental Quality Commission, Finance and Audit Commission, Housing Commission, Library Commission, Parks and Recreation Commission, and Planning Commission. Those not specified in the City Code are established by City Council ordinance or resolution. Most of these advisory bodies are established in accordance with Resolution No. 2801 and its amendments. Within specific areas of responsibility, each advisory body has a primary role of advising the City Council on policy matters or reviewing specific issues and carrying out assignments as directed by the City Council or prescribed by law.</p>
<p>Six of the seven commissions listed above are advisory in nature. The Planning Commission is both advisory and regulatory and organized according to the City Code (Ch. 2.12) and State statute (Government Code §65100 et seq., §65300-65401).</p>
<p>The City has an adopted Anti-Harassment and Non-Discrimination Policy (CC-21-0022), and a Travel, Meal, and Lodging Policy (CC-19-002), which are also applicable to all advisory bodies.</p>
<p>Policies and Procedures</p>
<p><u>Relationship to City Council, staff and media</u></p> <ul style="list-style-type: none"> • 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. • 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. • 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. • 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). • 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. • 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 their 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

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

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

Role of City Council commission/committee liaison

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

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

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

City Staff Liaison

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

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

Recommendations, requests and reports

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

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

City Council referrals

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

Public appearance of commission/committee members

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

Disbanding of advisory body

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

Meetings and officers

1. *Agendas/notices/minutes*

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

2. *Conduct and parliamentary procedures*

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

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

The schedule of Commission meetings is as follows:

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

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

5. *Off-premises meeting participation*

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

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

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 their designee.
- Appointments made during the middle of the term are for the unexpired portion of that term.

Application and selection process

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

Attendance

- A compilation of attendance will be submitted to the City Council at least annually listing absences for all commissions/committee members.
- Absences, which result in attendance at less than two-thirds of their meetings during the calendar year, will be reported to the City Council and may result in replacement of the member by the City Council.
- Any member who feels that unique circumstances have led to numerous absences can appeal directly to the City Council for a waiver of this policy or to obtain a leave of absence.
- While it is expected that members be present at all meetings, the chair and staff liaison should be notified if a member knows in advance that they will be absent.
- 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-19-002).

Conflict of interest and disclosure requirements

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

Qualifications, compositions, number

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

Reappointments, resignations, removals

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

Term of office

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

Vacancies

- Vacancies are created due to term expirations, resignations, removals or death.
- Vacancies are posted by the city clerk in the City Council Chambers bulletin board and on the city website.
- Whenever an unscheduled vacancy occurs in any commission/committee, a special vacancy notice shall be posted within 20 days after the vacancy occurs. Appointment shall not be made for at least 10 working days after posting of the notice (Government Code §54974).
- On or before December 31 of each year, an appointment list of all regular advisory commissions/committees of the City Council shall be prepared by the city clerk and posted in the City Council Chambers bulletin board and on the City's website. This list is also available to the public. (Government Code §54972, Maddy Act).

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Resolution No. 6840

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Roles and Responsibilities

Complete Streets Commission

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

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

Environmental Quality Commission

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

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

Finance and Audit Commission

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

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

Housing Commission

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

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

COMMISSIONS/COMMITTEES POLICIES AND PROCEDURES, ROLES AND RESPONSIBILITIES

City Council Policy #CC-23-004

Adopted June 27, 2023

Resolution No. 6840

Library Commission

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

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

Parks and Recreation Commission

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

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

Planning Commission

The Planning Commission is organized according to State Statute.

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

Special Advisory Bodies

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

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

Procedure history

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

COMMISSIONS/COMMITTEES POLICIES AND PROCEDURES, ROLES AND RESPONSIBILITIES

City Council Policy #CC-23-004

Adopted June 27, 2023

Resolution No. 6840

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



STAFF REPORT

City Council

Meeting Date:

9/26/2023

Staff Report Number:

23-221-CC

Consent Calendar:

Authorize the city manager to execute a revised agreement with Tripepi Smith for communications support services

Recommendation

Staff recommends the City Council authorize the city manager to execute a revised agreement with Tripepi Smith for ongoing communications support services for up to an additional \$139,000 through the remainder of fiscal year 2023-24.

Policy Issues

The amendment to the existing agreement with Tripepi Smith would exceed the city manager's signing authority of \$93,000 for fiscal year 2023-24 and requires City Council approval. The proposed revised agreement totals an amount not to exceed \$225,000.

Background

The city first engaged Tripepi Smith to design the fiscal year 2022-23 budget book. After subsequent turnover of the public engagement team in the city manager's office in April 2023, the city expanded the scope of Tripepi Smith to include critical communications support.

Tripepi Smith ensured a smooth transition and has helped the city provide uninterrupted public engagement through a variety of communication channels, including newsletters, social media and more. Tripepi Smith has also provided graphic design services for both digital and print communications materials based on city branding guidelines that are used across city departments to engage residents on opportunities to share input and participate in a variety of city programs.

Analysis

The city will need ongoing, top-tier communications services from Tripepi Smith to ensure successful public engagement for city programs and provide communications support to all city departments. The contract amendment extends the end date of the current agreement through the end of June 2024, and provides flexibility to scale services based on future public engagement staffing levels within the city manager's office.

Tripepi Smith will continue to provide:

- project management and strategy calls with staff to identify ongoing communications needs;
- social media management including planning, creating, and producing content in coordination with staff, and social media account monitoring;
- newsletter support including compiling, publishing and distributing weekly communications including the

- citywide Digest, the library and community services newsletter, and the construction news update;
- graphic design support and brand design needs for all city departments; and
- a wide variety of public engagement and communications support, as requested.

Impact on City Resources

The amendment to the current agreement will cost up to \$139,000 based on current monthly spending rates and adequate buffer to accommodate as-need crisis communications and other general communications requests. Adequate funding is available in the city manager's office budget for fiscal year 2023-24.

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. Agreement amendment

Report prepared by:
Stephen Stolte, Assistant City Manager

AGREEMENT AMENDMENT

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



Amendment #: 4003.2

AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND TRIPEPI SMITH

THIS SECOND AMENDMENT is made and entered into this _____, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and TRIPEPI SMITH, hereinafter referred to as "FIRST PARTY."

1. Section 0. WITNESSETH of Agreement No. 4003, ("Agreement"), Section 0. WITNESSETH [amendment to section] is hereby amended to read as follows:

"WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional services for CITY in connection with that certain project called: public engagement and communications support."

2. Section 4. COMPENSATION AND PAYMENT of Agreement No. 4003, ("Agreement"), Section 4. COMPENSATION AND PAYMENT [amendment to section] is hereby amended to read as follows:

"CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed \$225,000 (an amendment of \$139,000 [15,000 + 71,000 + 139,000]) as described in Exhibit "A", "A-1", and "A-2" 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."

3. Section 24. TERM OF AGREEMENT of Agreement No. 4003, ("Agreement"), Section 24. TERM OF AGREEMENT [amendment to section] is hereby amended to read as follows:

"This agreement shall remain in effect for the period of January 27, 2023 through June 30, 2024 unless extended, amended, or terminated in writing by CITY."

Except as modified by this Amendment, all other terms and conditions of Agreement No. 4003 remain the same.

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

SIGNATURE PAGE TO FOLLOW

FOR FIRST PARTY:

Signature

Date

Printed name

Title

Tax ID#

APPROVED AS TO FORM:

Nira F. Doherty, City Attorney

Date

FOR CITY OF MENLO PARK:

Justin I. C. Murphy, City Manager

Date

ATTEST:

Judi A. Herren, City Clerk

Date

Proposed Scope of Work for Ongoing Public Engagement and Communications Support

Project Management and Strategy Calls

Tripepi Smith will schedule recurring meetings with City-designated Staff to discuss ongoing communications and identify major themes or ideas to address in outreach support in the coming weeks.

Social Media Management

Tripepi Smith will plan, create, and produce social media content for the City's general social media platforms based on coordination with staff.

Tripepi Smith will also monitor social media platforms for comments and questions and provide recommended responses when appropriate. Additionally, Tripepi Smith will provide general online monitoring of regional partner pages and community pages to track community needs, priorities, and issues and reshare timely content when applicable.

Newsletter Support

Tripepi Smith will assist in compiling and distributing one-a-week newsletters, including but not limited to the City's "Weekly Digest," "Library and Community Service Update," and "Construction News Update," as requested by the City. Assistance includes, as needed, content creation and content sourcing, grammar and fact-checking of shared content, posting of articles to the City's website, and coordination with City staff.

Graphic Design Support

Tripepi Smith will assist with graphic and brand design needs upon request from the City. As part of Tripepi Smith's graphic design services, Tripepi Smith will host regular meetings with City Departments to discuss ongoing graphic design support.

Additional General Public Engagement and Communications Support

Tripepi Smith will be on standby to provide additional public engagement and communications support upon request from the City. Examples include but are not limited to in-person communication meetings, as-needed crisis-communications support, social media metrics reporting, City Council Strategic planning, video production, photography services, virtual meetings/events, and website updates.

Time & Materials (Ad Hoc) Work

Tripepi Smith's hourly rates (listed below) will be available to the City for any services provided.

	Hourly Standard	Hourly Retainer
Principal	\$330	\$290
Director	\$220	\$185
Art Director	\$220	\$185
Senior Business Analyst	\$175	\$150
Business Analyst	\$120	\$100
Junior Business Analyst	\$95	\$85
Senior Videographer/Animator	\$175	\$150
Senior Photographer	\$160	\$135
Senior Graphic Designer	\$160	\$135
Graphic Designer	\$120	\$100
Junior Graphic Designer	\$95	\$85
Web Developer	\$175	\$150
Drone Operator	\$175	\$150
Photographer	\$95	\$85

Time and Materials Billing

Any requested ad hoc work will be invoiced at the end of the month in which the work was done. Terms are net 30 days.

Fixed price project work will be invoiced per the above noted payment schedule. This will also be net 30 days.

Time & Materials Billing Increments

For ad hoc work, time at Tripepi Smith is billed in 15-minute increments – i.e. we invoice our time in the following examples: 1.25, 0.75, 4.0 or 6.5 hours.

Annual Increase

Tripepi Smith will increase the hourly rates and retainer fees for all resources by five percent (5%) or the national CPI index—whichever is higher—each year on the anniversary of the contract, starting on the first anniversary of any contract when the contract duration is longer than one year. Otherwise, new rates will be negotiated with each new contract renewal period.

Retainer Discounted Time and Materials Rates

When client monthly retainers exceed six-thousand-five-hundred dollars (\$6,750) a month, they have access to our reduced Hourly – Retainer rates noted below. Otherwise, any ad hoc work done outside the scope of the Retainer would be at the Hourly – Standard rates.

Other Costs

Because Tripepi Smith offers a broad set of services, including extensive content production, we have some other content production-related fees that may come up during our engagement that we want to tell you about.

Travel Costs

Travel costs must be pre-authorized and then will be reimbursed by the City for any requested travel. Travel costs to be covered are for airfare, lodging and car rental. If Tripepi Smith is requested to be onsite, we will invoice for travel time at half rate of the resource’s applicable Hourly Rate.

Equipment Costs

Tripepi Smith offers some services that require equipment, such as drone operations and video production. As such, in those cases, the following rates apply:

	Half Day	Full Day
Video Equipment	\$350	\$550
Drone Equipment	N/A	\$500

- Five-hundred-fifty dollars (\$550) for a full day of video equipment use (includes full set of video equipment). Full day is defined as a shoot lasting four (4) or more hours.
- Three-hundred-fifty dollars (\$350) for a half day of video equipment use. Half day is defined as anything under four (4) hours of video production. All such expenses will be authorized by the Town prior to fee being assessed.
- Five-hundred dollars (\$500) per day drone fee applies and is not inclusive of the drone operator time (Drone Operator rate).

Service Fees

Typically, Tripepi Smith prefers to have service providers bill the client directly to avoid additional administrative costs and because we have no economic interest in the service provider selection. If Tripepi Smith is asked to pay the bill for the client, we will apply a ten percent (10%) agency fee to the reimbursement expense. Typical services include, but are not limited to:

Print Costs: Tripepi Smith is happy to use a printer of the client's choosing for print production work, or to recommend a printer with whom we have experience.

Digital Advertising: Tripepi Smith is a Google Partner and Constant Contact Solution Provider and has Facebook Certified staff. We consider digital platforms to be a cornerstone element of any outreach strategy; often this comes with digital advertising fees.

Media Placement: Tripepi Smith can help liaise on behalf of the Town for advertising space within various mediums, such as newspapers, magazines or websites.

Voiceover, Translation and Closed Caption Fees: Tripepi Smith occasionally uses third-party resources to record voiceovers for videos, generate closed captions for videos, and for non-English language translations.

Tripepi Smith Partnership Discounts

Tripepi Smith has financial interest in certain related entities. These partnerships allow Tripepi Smith to offer clients extra media reach or additional services at partner pricing. Partnerships include:

PublicCEO

- digital news about public affairs, reaching over 10,000 California government executives
<https://www.publicceo.com>

Civic Business Journal

- digital interest stories about the people in local government
<https://www.civicbusinessjournal.com>

FlashVote

- planning, implementing, measuring civic surveys
<https://www.flashvote.com>

TS Talent Solutions

- talent search services for local government and related agencies
<https://www.tstalentsolutions.com/>



STAFF REPORT

City Council
Meeting Date: 9/26/2023
Staff Report Number: 23-219-CC

Public Hearing: Consider and adopt resolutions approving 1) the below market rate housing agreements, and 2) a vesting tentative map for a major subdivision to create 116 for-sale townhome units for the 123 Independence Dr. housing development project, with a total of 432 dwelling units and 2,000 square feet of commercial space, located at 119 Independence Dr., 123-125 Independence Dr., 127 Independence Dr., 1205 Chrysler Dr., and 130 Constitution Dr. (commonly referred to as 123 Independence Dr.) and determine that the requested actions are consistent with the certified project-level environmental impact report prepared for the proposed project

Recommendation

Staff recommends that the City Council adopt resolutions approving the following actions associated with the project at 123 Independence Dr.:

- Three below market rate (BMR) housing agreements for the provision of 56 BMR rental apartment units and 18 for-sale BMR townhome units, affordable to low-income households (Attachment A, Exhibits C, D and E); and
- Vesting tentative map for a major subdivision to modify the parcel configuration and to create 116 for-sale townhome units (Attachment B).

Policy Issues

The City Council should consider the BMR housing agreements, which would require modifications to the BMR Housing Program Guidelines. Pursuant to §13 (Equivalent Alternatives) of the Guidelines, any modifications require the City Council's review and approval and shall contain findings that the alternative is commensurate with the applicable requirements in the BMR Guidelines and is consistent with the goals of the BMR Guidelines. The City Council should also consider the proposed phased vesting tentative map in relation to compliance with the Subdivision Map Act and Title 15 of the Menlo Park Municipal Code (MPMC).

Note that under the MPMC, the Planning Commission is charged with taking actions necessary to comply with California Environmental Quality Act (CEQA), including reviewing and certifying the project's environmental impact report (EIR), and it is also the decision-making body for the project's use permit and architectural control permit. The Planning Commission approved these project components, which include concessions to reduce affordable housing costs and waivers to any development standard that would physically preclude the proposed density that the applicant is entitled to under the State Density Bonus Law

(SDBL). The policy issues relating to these actions are discussed in detail in this staff report.

Background

Project overview

The project site consists of five parcels zoned R-MU-B (Residential Mixed Use-Bonus) with a total of approximately 8.15 acres. The parcels to the north and south of the project site are located in the commercial business park (M-3-X) zoning district and are part of the Menlo Gateway project. The parcels to the west are also in the R-MU-B zoning district and are being redeveloped with residential and office uses as part of the approved Menlo Portal project. The project location map is included in Attachment C. The project would comprehensively redevelop the project site with a 316-unit, four-story multifamily rental apartment building including an approximately 2,000 square foot commercial space located on the ground floor and 116 for-sale condominium townhome units. The proposed project would include 23 separate residential buildings along with associated parking, open spaces and landscaping. The project plans are included in Attachment A, Exhibit A. Table 1 summarizes the existing development, proposed project, and zoning ordinance maximums.

Table 1: Proposed project data			
	Existing development	Proposed project	Zoning Ordinance bonus level (maximums)*
Residential dwelling units	0	432 units	815 units
Residential square footage	0	473,171 sq.ft.	798,782 sq.ft.
Residential floor area ratio	0	134%	225%
Office square footage	103,900 sq.ft.	2,000 sq.ft.	88,754 sq.ft.
Office floor area ratio	29.3%	0.005%	25%
Total square footage	103,900 sq.ft.	475,171 sq.ft.	887,535 sq.ft.
Total floor area ratio	29.3%	134%	250%
Height (maximum)	25 feet	67 feet	95 feet
Height (average)	19.7 feet	58.2 feet	62.5 feet

*This maximum is based on a density of 100 dwelling units per acre

The proposed project would be developed utilizing the City’s bonus level development allowance for increases in density, intensity (square footage), and height, in exchange for community amenities. The City determined that the required community amenity value for the project is \$3.35 million. To satisfy its community amenity requirement, the project includes eight additional BMR units for low-income households at a value of approximately \$4.17 million. These eight BMR units would be in addition to the project’s minimum BMR requirement. The project would include a publicly accessible paseo that would connect Independence Drive and Constitution Drive and a publicly accessible park in the middle of the project site. Attachment D includes the proposed site plan for context. The apartment building would include a ground floor commercial space adjacent to the publicly accessible park and the space could be used for any permitted use in the R-MU-B zoning district (e.g., office, bank/financial institution, retail/restaurant, personal services, recreational facilities or education/training center). The applicant is proposing to partner with Habitat for Humanity Greater San Francisco (HGSF) to deliver the for-sale BMR townhomes. A more detailed summary and analysis of the proposed project is included in the Planning Commission Aug. 28

staff report (Attachment E).

Entitlement review process

Pursuant to MPMC Chapter 16.82 (Permits), Chapter 16.45 (R-MU Residential Mixed Use District), and §16.43.070 (Community Amenities), the Planning Commission is charged with reviewing and determining whether to certify the Final EIR, making the CEQA findings, adopting a mitigation monitoring and reporting program, and approving the use permit and architectural control permit. When an applicant invokes SDBL, the Planning Commission reviews and acts on any requested concessions and waivers through its review of the use permit and architectural control permit. The Planning Commission's actions on these items are final unless they are timely appealed to the City Council.

Pursuant to Title 15 (Subdivisions) of the MPMC, the Planning Commission is a recommending body to the City Council on major subdivisions (five or more lots) and may recommend conditions to the approval of the map. Likewise, pursuant to §13 (Equivalent Alternatives) of BMR Housing Program Guidelines (BMR Guidelines), the City Council shall be the decision-making body for proposed alternatives and modifications to the BMR guidelines, and both the Housing Commission and the Planning Commission are charged with reviewing and making recommendations regarding an applicant's proposed BMR plan, including any proposed Equivalent Alternatives.

To facilitate the partnership with HGSF to provide BMR for sale units affordable to lower income households, the applicant proposed concessions and waivers pursuant to the SDBL and Equivalent Alternatives pursuant to §13 of the BMR Guidelines. The SDBL concessions and waivers relate to physical development standards and municipal code requirements that affect the cost of providing affordable housing, and are distinct from the modifications to the BMR Guidelines for Equivalent Alternatives. The proposed Equivalent Alternatives pursuant to the BMR Guidelines would affect the parameters for BMR programming and administration (e.g., eligibility, term of affordability, timing for first time homebuyer education, etc.). Both the SDBL concessions and waivers approved by the Planning Commission and the proposed Equivalent Alternatives before the City Council are necessary to enable HGSF to implement its affordable housing program.

As discussed in more detail below, with the inclusion of the eight BMR units as its community amenity in addition to the BMR units required by the City's general affordable housing requirements, the proposed project would provide approximately 17% of its housing as BMR units. Further, the proposed for-sale BMR units would be affordable to low-income households through the partnership with HGSF, resulting in deeper affordability than required by the City's BMR Guidelines. The proposed percentage of BMR units and affordability level entitle the project to SDBL concessions and waivers and allow the applicant to propose Equivalent Alternatives under the BMR Guidelines.

Planning Commission review and action

At its regular meeting Aug. 28, the Planning Commission reviewed the proposed project and considered the requested entitlements and actions. The Planning Commission received five public comments in support of the proposed project, including three testimonials from homeowners of BMR units developed in partnership with Habitat for Humanity in the surrounding communities, a representative from the Bay Area Council, and a representative from the Housing Action Coalition. Commission comments and discussion included:

- support for home ownership opportunities and the affordable home partnership;
- positive comments on the project layout and connectivity with the public space park and paseo;
- the architectural design;
- support for the community amenity of additional BMR units;
- the benefits of the proximity of the project to the new Menlo Park Community Center and Bayfront Park;

- and
- recognition of extensive community outreach.

The Planning Commission voted unanimously, with Commissioners Harris and Schindler absent, to adopt the three resolutions. The Commission certified the Final EIR, adopted CEQA findings, and approved the mitigation monitoring and reporting program. The Planning Commission also approved the use permit and architectural control for the proposed project to allow the bonus level development in exchange for community amenities (additional rental BMR units), modifications to the bird friendly design requirements, and the architectural design and site plan. The Planning Commission's resolution approving the use permit and architectural control permit includes the project's concessions and waivers, requested through SDBL. Where appropriate the project conditions memorialize the concessions and waivers (e.g., timing for delivery of the for-sale townhome units). At the same meeting, the Commission reviewed the modifications to the BMR Guidelines and the vesting tentative map for the project and recommended approval of the City Council. The Planning Commission resolutions are included in Attachment F. Staff did not receive any appeal to the Planning Commission's actions on the project, therefore, those actions are considered final.

Analysis

BMR Ordinance and BMR Guidelines

The City's BMR Housing Program requires residential developments of 20 or more units to provide not less than 15% of the proposed dwelling units in a project at BMRs to very low-, low- and moderate households. The mix of dwelling units should be roughly equivalent to the provision of all of the affordable units at the low-income level.

The proposed project is required to provide 15% of the total number of proposed units as BMR units, which for a project of 432 units equates to 65 units. Per the BMR Guidelines, in addition to roughly equivalent unit sizes/bedroom counts, the for-sale BMR units and rental BMR units should be roughly proportionate to each component of the project. The applicant proposes to provide a total of 66 BMR housing units, which allows for a minimum of 15% of both the rental apartment and for-sale townhomes units to be BMR units by rounding up the partial units in each housing type. All proposed BMR housing units would be affordable to low-income households. The City's BMR Guidelines require rental BMR units to be affordable to low-income households or a mix of incomes that are equivalent to all low-income units. For-sale BMR units are not required to be affordable to low-income households and could be made available to moderate-income households. The applicant's proposal, through its partnership with HGSF, would increase the affordability of the for-sale units. Out of 66 total inclusionary units, 48 units would be rental apartment units and the remaining 18 units would be for-sale townhome units.

The eight community amenity BMR units would be rental units, resulting in a total of 56 BMR rental units. As stated previously, the applicant is proposing to collaborate with Habitat for Humanity San Francisco (HGSF) for the development of the 18 for-sale inclusionary townhomes. The project would include 74 BMR units, inclusive of the rental and for-sale components.

The applicant's BMR proposal is available as Attachment A, Exhibit B and the three corresponding agreements are included in Exhibits C, D and E. The three agreements cover the rental BMR component, the HGSF BMR component for the for-sale townhomes, and a third agreement for the applicant to deliver the for-sale townhome units if HGSF is unable to proceed. Table 2 provides the total breakdown of unit type and size of the inclusionary units for both apartment and townhome components of the project.

Table 2 Proposed inclusionary units breakdown by unit types			
Type	Unit type	Average size	Total number of BMR units proposed
Rental*	Studio	542 sq.ft.	16
Rental*	One bedroom	720 sq.ft.	33
Rental	Two bedrooms	1,006 sq.ft.	7
For-sale	Two bedrooms	958 sq.ft.	3
For-sale	Three bedrooms	1,480 sq. ft.	6
For-sale**	Four bedrooms	1,165 sq.ft.	9
Total proposed BMR units			74

*Includes additional inclusionary units to fulfill the community amenities requirements

**Includes three four-bedroom units that are mobility compliant

On June 7 the Housing Commission reviewed the BMR proposal and recommended approval of the applicant’s BMR proposal with the income limits, distribution, and unit sizes outlined in Table 2. The Housing Commission staff report is included in Attachment G.

Inclusionary rental BMR agreement

The rental apartment building would include 316 rental units and the applicant would provide 48 low-income BMR units to meet its minimum 15% inclusionary requirement. Additionally, the eight low-income BMR units provided as the community amenity are included in the rental BMR agreement for 56 rental units available for low-income households. The inclusionary rental BMR agreement is included in Attachment A, Exhibit C.

For-sale townhome BMR agreements

As part of the partnership, the applicant is proposing to donate parcel within the project site to HGSF, to facilitate development of the 18 inclusionary townhomes pursuant to HGSF’s program. The proposed BMR agreement with HGSF is included in Attachment A, Exhibit D. In addition to the Planning Commission approved concessions and waivers, the applicant and HGSF are requesting that the City Council authorize modifications to the BMR Guidelines so that HGSF can develop and sell units pursuant to their business model. The modifications are included in the proposed BMR agreement and analyzed below.

Requested modifications to the City’s BMR Guidelines

Section 13 of the BMR Guidelines allows the City Council to approve reasonably equivalent alternatives to the characteristics of the proposed BMR units. Any modifications to these Guidelines shall be approved by the City Council and shall contain findings that the alternative is commensurate with the applicable requirement(s) in the BMR Guidelines and is consistent with the goals of the BMR Guidelines. As part of the review of the project on the Aug. 28 Planning Commission meeting, the Commission reviewed the requested modifications to the BMR Guidelines discussed below and recommended approval of the modifications to the City Council. The requested modifications are as follows:

- Section 5.5: requires that affordable units have a right of first refusal in favor of the City. HGSF requests a right of first refusal, with the City in second position to allow HGSF to resell properties to second-generation homeowners who are income-qualified and maintain a 99-year deed restriction on all homes sold.

The request is an appropriate alternative because allowing this change would allow HGSF to ensure that the affordable units continue to be part of the City's affordable housing stock for a longer-term, as units that would typically be available for 55 years would now be available for 99 years.

- Section 7.1: requires all members of the applicant household to be first time homebuyers. HGSF requests that the City allow only those on the title to be required to be first time homebuyers, allowing multigenerational households to become eligible.

This requested modification would result in the same outcome as prescribed by §7.1 of the City's BMR Guidelines. This modification would allow members of a multigenerational household who are first time homebuyers to become homeowners.

- Section 7.1.1: makes an exception to the first-time homebuyer preference for households that already own BMR units. HGSF requests that the City waive this exception to provide ownership opportunities to buyers who do not already own homes.

This requested modification would allow eligible households that income qualify and do not currently own a BMR unit to participate in the process with less competition from existing BMR owners. Allowing this modification would focus the City's efforts in providing affordable housing to those who are in need.

The applicant is not requesting an exception to the Guideline 7.1.1 bullet point 2, which accepts applicants whose names are placed on the BMR Purchase Waiting List before March 2, 2010, otherwise known as the "Legacy List." HGSF has provided an outline of their proposed marketing, outreach and lottery process (Attachment H).

- Section 7.2: requires only households that have completed the education requirements such as workshops, classes, or counseling sessions be invited to apply when units become available and outlines detailed requirements about the education provider and content of such programs. HGSF's program requires homeownership education during the "sweat equity" phase of its homebuyer process, which follows the application period and the initial selection of homebuyer candidates. Under the HGSF model, the homebuyer education occurs as part of the 500-hour sweat equity requirement that occurs during unit construction. HGSF notes that this programmatic need requires HGSF to identify households for its units before the units are available. HGSF is proposing to work with the City to establish a requirement that interested applicants attend a 90-minute information session before applying, where information on homeownership and program requirements are thoroughly reviewed and then attend education training during the sweat equity phase of construction.

This modification would make the future property owners more familiar with the construction and maintenance of the unit they are purchasing which could potentially allow them to maintain the unit by themselves rather than having to depend on outside assistance.

- Section 7.4: provides a list of assets and how they count towards income limits for the purchasers of affordable units. HGSF requests to qualify only those households that have non-retirement assets that do not exceed the purchase price of the BMR unit. HGSF notes that its model asset tests require liquid assets over \$60,000 to be assessed at 10% of their value and added to annual income. HGSF states that modification of the guideline as proposed would allow access to the BMR units only to those households that truly need them, by allowing households with lower incomes to count a small percent of other assets to show that they qualify for an affordable unit.

This modification would allow more households to income qualify and become eligible. Given the current

market conditions, expanding income eligibility in the manner proposed by HGSF would allow more households to qualify.

- Section 10.2: outlines refinancing options. HGSF notes that their model does not allow homeowners to refinance homes or assume second loans. To ensure affordability, HGSF notes that the company offers mortgages to first-time homebuyers with 0% down payment and 0% interest loans and caps homeowner's total housing payment at 30% of their gross household income at the time of sale.

This modification would allow HGSF to implement their mortgage program and provide 0% loans to the buyers allowing them to purchase property without being impacted by changing market conditions.

- Section 11: outlines detailed process for resale of affordable units, including how the sale price will be set and that the City will retain the realtor for the sale. The City establishes the resale price, based on the original selling price of the unit, depreciated value of substantial improvements made by the seller and 1/3 of the increase in the cost of living index for the Bay Area. The price is established for the unit at the appraised market value or the calculated price whichever is lower. HGSF requests that the City allow use of its standard process for calculating the resale price, which is based on the original price plus appreciation at the lower of consumer price index (CPI) or 3%. HGSF notes that they require new buyers to perform sweat equity of 250 hours. HGSF notes that their model requires repetition of all the steps performed during the initial sale including marketing, outreach, performing a lottery and determining eligibility. HGSF also notes that their model allows sharing of the property value between the homeowner, who receives their principle plus CPI adjustment at the time of resale, and HGSF would use any realized capital appreciation towards construction of new affordable projects.

This modification would implement HGSF's unique model where HGSF is able to provide 0% interest loans and 0% down payment opportunities to the prospective buyers of the property making purchasing a home feasible even in uncertain market conditions.

- Lastly, the City's BMR Guidelines stipulates that City staff would administer the various aspects of the BMR Guidelines. HGSF requests that the City elect HGSF to be the City's designee or program provider to undertake orientation and other educational meetings, marketing, applicant selection and title requirements.

Since HGSF is an industry expert and non-profit organization that provides affordable housing at 0% interest mortgage rates, 0% down payment, and caps the cost of homeownership at 30% of household income, the proposed alternative is reasonable.

Through the proposed modifications of the BMR Guidelines HGSF would implement a unique program that would allow households to provide sweat equity and take advantage of 0% down payment and 0% interest mortgage, while having their housing expenses capped at 30% of their household income.

For-sale BMR units phasing/timing

Although the City staff and Planning Commission support flexibility to accommodate HGSF's participation in the project, safeguards are required to ensure that the project will provide sufficient affordable housing in a timely manner. The use permit includes conditions of approval that provide that if HGSF fails to pull building permits within six months of issuance of the permit for the first market rate townhome, the applicant would convert a portion of the BMR townhomes to market-rate units and provide inclusionary units in proportion to the market-rate townhomes across the entire townhome development. Under this scenario, the BMR townhomes would be available to moderate income households rather than the lower income households that would be served by HGSF. The proposed agreement with the applicant for delivery of the for-sale BMR units is included in Attachment A, Exhibit E

The Planning Commission approved the schedule for delivery of BMR townhome units as part of the approval of the concessions and waivers for the project, which is included in the project conditions. During the phased development there may be times when the on-site BMR units are below the minimum requirements; however, upon completion of the stand-alone, for-sale inclusionary townhome located on lot C and the apartment building, the proposed project would comply with the minimum BMR requirements. Moreover, there are no requirements that the market rate townhome units be delivered on a specific schedule; accordingly, it is possible that HGSF could deliver the BMR townhomes units ahead of some or all of the market rate units.

BMR agreements summary

The inclusionary BMR agreement complies with the City's BMR Guidelines. The requested modifications for the for-sale BMR agreement would accommodate HGSF's specific program requirements while meeting the City's policy goals of increasing and maintaining affordable housing ownership opportunities for lower income households in the City. Additionally, staff and the applicant have developed an alternate for-sale BMR agreement in the event that HGSF is unable to proceed. Staff and the Planning Commission find the proposed alternatives to the City's BMR Guidelines appropriate and recommend that the City Council approve the BMR agreement with HGSF and the rental inclusionary BMR agreement, as well as the alternative for-sale BMR agreement in the event that HGSF is unable to proceed.

The Planning Commission reviewed the BMR proposal, inclusive of the requested modifications to the City's BMR Guidelines, and recommended the City Council approve the BMR Housing Agreements for the proposed project. The BMR agreements include an agreement for the rental BMR units (Attachment A, Exhibit C), an agreement with HGSF for delivery of the for-sale BMR units (Attachment A, Exhibit D), and an agreement for the for-sale townhome units with The Sobrato Organization in the event that HGSF cannot meet its obligations (Attachment A, Exhibit E).

BMR agreement updates

Since the Aug. 28 Planning Commission meeting, staff has revised the inclusionary BMR agreement to correct minor errors and include more reporting on vacancies to help City collect data and identify whether there are issues in marketing and/or leasing processes. The minor modifications do not change the original intent and/or terms of the agreement, or the number of BMR units.

Vesting tentative map

The phased vesting tentative map for the proposed project would merge and resubdivide the existing parcels to create residential and open space parcels. The applicant is proposing to develop the project in two phases. The phasing of the vesting tentative map is available in Attachment B, Exhibit C. The first phase would consist of modifying the existing parcels to create four lots consisting of one lot (lot A) to receive the apartment building fronting Constitution Drive, a lot for the public paseo/park lot (lot 1) and third and fourth lots (lot B and lot C) would be used to receive the townhomes. The second phase would further subdivide lots B and C to create lots B, C, and D and each the townhome would be mapped as condominiums to allow for individual ownership. The two final maps are anticipated to match the proposed phasing.

The townhome component of the proposed project would allow development of 116 condominium units to be purchased and sold independently. Title 15 of the City's Municipal Code, the Subdivision Ordinance, lists certain required data and statements that must be made as part of a major subdivision map to be reviewed by the City Council. The required data includes defined boundaries of the subdivision; the width, approximate location, and purpose of existing and proposed easements; widths, proposed names, and grade of all streets and other rights-of-way within the subdivision proposed for dedication or not; locations of buildings and structures within the subdivision; locations of trees over 6 inches in diameter; and other

similar requirements. The proposed subdivision includes the required data and statements listed in the Subdivision Ordinance, and all information is complete and accurate.

The project phasing narrative and vesting tentative map are included in Attachment B, Exhibits B and C. The recommended map conditions are included in Attachment B, Exhibit D.

Correspondence

On Aug. 28, after the start of the Planning Commission meeting, staff received one comment from the California Housing Defense Fund urging the City to approve the proposed project. The City received a second comment, since the Planning Commission meeting, from a community member discussing a need for neighborhood serving retail in the area. Each letter is included in Attachment I.

Conclusion

The Planning Commission reviewed and recommended approval of the proposed BMR agreements, including the modifications, as the proposed BMR agreements would provide generally equivalent alternatives to the City's BMR Guidelines and would allow HGSF to implement its unique model for affordable housing. The Planning Commission reviewed and determined that the vesting tentative map is compliant with the City's Subdivision Ordinance and the Subdivision Map Act.

Impact on City Resources

The project sponsor is required to pay planning, building and public works permit fees, based on the City's Master Fee Schedule, to fully cover the cost of staff time spent on the review of the proposed project. The project sponsor 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

At the Aug. 28 Planning Commission meeting, the Commission certified the Final Project EIR, made findings required by CEQA, and adopted the Mitigation Monitoring and Reporting Program, and approved the project. Since the certified EIR prepared for the proposed project included an evaluation of the project BMR proposal, including the requested modifications to the BMR Guidelines, and the requested vesting tentative map, the requested actions are consistent with the certified EIR for the proposed project.

Public Notice

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

Attachments

- A. City Council resolution approving the BMR housing agreements
Exhibits to Attachment A
 - A. Hyperlink – Project Plans including materials and color board:
menlopark.gov/files/sharedassets/public/community-development/documents/projects/under-review/123-independence-drive/july-2023-development-plans-with-material-and-color-board.pdf
 - B. Hyperlink – Project BMR proposal including requested concession, waivers, and modifications to the BMR Guidelines: menlopark.gov/files/sharedassets/public/community-

[development/documents/projects/under-review/123-independence-drive/below-market-rate-housing-proposal.pdf](#)

- C. Draft BMR housing agreement and declaration of restrictive covenants with The Sobrato Organization
- D. Draft BMR housing agreement and declaration of restrictive covenants with Habitat for HGSF
- E. Draft BMR for-sale housing agreement and declaration of restrictive covenants with The Sobrato Organization
- B. City Council resolution approving vesting tentative map
Exhibits to Attachment B
 - A. Hyperlink – Project Plans including materials and color board and vesting tentative map: [menlopark.gov/files/sharedassets/public/community-development/documents/projects/under-review/123-independence-drive/july-2023-development-plans-with-material-and-color-board.pdf](#)
 - B. Hyperlink – Vesting tentative map phasing narrative: [menlopark.gov/files/sharedassets/public/community-development/documents/projects/under-review/123-independence-drive/vesting-tentative-map-phasing-letter.pdf](#)
 - C. Hyperlink – Vesting tentative map: [menlopark.gov/files/sharedassets/public/community-development/documents/projects/under-review/123-independence-drive/123-independence-drive-vesting-tentative-map-july-2023.pdf](#)
 - D. Vesting tentative map conditions of approval
- C. Project location map
- D. Project site plans
- E. Hyperlink – Aug. 28 Planning Commission staff report: [menlopark.gov/files/sharedassets/public/v/1/agendas-and-minutes/planning-commission/2023-meetings/agendas/20230828-planning-commission-agenda-packet.pdf](#)
- F. Planning Commission resolutions from Aug. 28 meeting
- G. Hyperlink – June 7 Housing Commission staff report: [menlopark.gov/files/sharedassets/public/v/2/agendas-and-minutes/housing-commission/2023-meetings/agendas/20230606-housing-commission-agenda-packet.pdf](#)
- H. HGSF marketing outline
- I. Correspondence

Report prepared by:

Payal Bhagat, Contract Principal Planner

Report reviewed by:

Kyle Perata, Planning Manager

Eric Phillips, Legal Counsel

RESOLUTION NO. XXXX**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING BELOW MARKET RATE HOUSING AGREEMENTS FOR THE PROPOSED 123 INDEPENDENCE DRIVE PROJECT CONSISTING OF A 316 UNIT MULTI-FAMILY RESIDENTIAL APARTMENT BUILDING WITH AN APPROXIMATELY 2,000 SQUARE FEET COMMERCIAL SPACE AND 116 TOWNHOME CONDOMINIUM UNITS AT 119 INDEPENDENCE DRIVE, 123-125 INDEPENDENCE DRIVE, 127 INDEPENDENCE DRIVE, 1205 CHRYSLER DRIVE, AND 130 CONSTITUTION DRIVE (APNS: 055-236-140, 055-236-180, 055-236-240, 055-236-300, and 055-236-280), AND ASSOCIATED OPEN SPACE AND INFRASTRUCTURE**

WHEREAS, the City of Menlo Park (“City”) received an application requesting environmental review, use permit, architectural control, below market rate (BMR) housing agreement, major subdivision, and heritage tree removal permits from The Sobrato Organization (“Applicant”), to redevelop the properties located at 119 Independence Drive, 123-125 Independence Drive, 127 Independence Drive, 1205 Chrysler Drive, and 130 Constitution Drive (APNs 055-236-140, 055-236-180, 055-236-240, 055-236-300, and 055-236-280) (“Property”), with a bonus level development project consisting of an up to 316 unit multifamily rental apartment building with approximately 2,000 square feet of commercial space and 116 for-sale townhome condominium units, which development is more particularly described in the Environmental Impact Report to the Project which was prepared pursuant to the California Environmental Quality Act (hereinafter the “Project”). The Project is depicted in and subject to the development plans which are attached hereto as Exhibit A (“Project Plans including colors and materials board”) and incorporated herein by this reference; and

WHEREAS, the proposed Project is located in the R-MU-B (Residential Mixed Use-Bonus) zoning district. The R-MU-B zoning district allows a mixture of land uses with the purposes of providing high density housing to complement nearby employment, encouraging mixed use development with a quality living environment and neighborhood-serving retail and services on the ground floor that are oriented to the public, promoting a live/work/play environment with pedestrian activity, and blending with and complementing existing neighborhoods through site regulations and design standards that minimize impacts to adjacent uses; and

WHEREAS, the bonus level provisions identified in the City’s Zoning Ordinance allow a development to seek an increase in floor area ratio (FAR), density (dwelling units per acre), and/or height subject to approval of a use permit and the provision of community amenities equal to a minimum of 50 percent of the fair market value of the increased development potential and the applicant has submitted a community amenities proposal in compliance with the required minimum value; and

WHEREAS, on December 6, 2022, the applicant submitted the community amenities proposal that provides eight rental units affordable to low-income households valued at approximately \$4,200,299 as part of the Project’s community amenities proposal; and

WHEREAS, the City commissioned BAE urban economics to evaluate the community amenities proposal and subsequently determined that the value of the proposed eight low-income rental units, at \$4,196,795 or \$819,795 greater than the community amenities obligation and is therefore consistent with the Zoning Ordinance requirements; and

WHEREAS, pursuant to the requirements of Sections 16.45.060 and 16.96.020 of the City of Menlo Park Municipal Code and the City's Below Market Rate ("BMR") Housing Program, the applicant submitted a BMR proposal, attached hereto as Exhibit B which is incorporated herein by this reference, that would provide 48 inclusionary rental units (15 percent of total proposed 316 multi-family apartment units), 18 inclusionary for-sale units (15 percent of total proposed 116 for-sale townhome units), and eight additional inclusionary rental units to fulfill the community amenities obligation for the proposed project; and

WHEREAS, the Applicant proposes to donate newly created Lot C to Habitat for Humanity Greater San Francisco (HGSF) so that HGSF may develop and sell proposed 18 inclusionary for-sale units; and

WHEREAS, the applicant requests the first concession to allow the use of volunteer labor as sweat equity towards purchase of affordable units and to allow leveraging of certain financial opportunities that would otherwise be unavailable and the second concession to allow a delay in the development of affordable units to allow HGSF to rely on volunteer labor and sweat equity model and use donated goods and materials for construction of the affordable for-sale units; and

WHEREAS, as allowed by the State Density Bonus Law and the City's Below Market Rate (BMR) Ordinance, the proposed Project requests three waivers: first from City's Municipal Code Section 16.97.100 and BMR Guideline Section 5.2 to allow the for-sale affordable units to differ in the following design aspects: smaller size, interior layout, fewer bathrooms, increased number of bedrooms, smaller living area, less parking, smaller windows, different exterior finishes and massing, fewer balconies, and different interior finishes, lighting, and appliances, second from City's Municipal Code Section 16.45.120(4)(c)(iii) to allow common open space required as part of the development of the for-sale affordable units of 400 square feet that does not meet the minimum 20 feet by 20 feet dimension requirement pursuant to the code and third from City's Municipal Code Section 16.45.080 allowing no designated vehicular parking spaces for the proposed commercial space within the proposed apartment building that includes rental affordable units; and

WHEREAS, the applicant is requesting the first waiver to allow the construction of for-sale affordable units using volunteer labor and donated materials, the second waiver to allow for the for-townhomes as programmed and designed at the allowed density without losing any affordable units, and the third waiver to allow development of the commercial space without having to expand the garage area to accommodate dedicated commercial space parking requiring reduction in the residential density and for-rent affordable units; and

WHEREAS, at a duly noticed public hearing on August 28, 2023, the Planning Commission held a public hearing where the Commission reviewed and approved all requested project related concessions and waiver, pursuant to the State Density Bonus Law requirements as part of its review and action on the requested use permit and architectural control permit for the Project; and

WHEREAS, as allowed by Section 13 of the City's BMR Guidelines, the applicant requests approval of Project specific alternate guidelines in order to allow the development of for-sale BMR units consistent with HGSF model, of the City Council; and

WHEREAS, HGSF proposes reasonable alternatives to the specific BMR Guidelines proposed to be modified such that implementation of these alternatives would allow HGSF to develop the

18 for-sale affordable units according to their unique program which would allow eligible households to incur sweat equity in their property, get education in topics such as HOA management, maintenance and repair, take advantage of zero percent down payment and zero percent interest mortgages, and having their housing expenses capped at 30 percent of their household income; and

WHEREAS, at a duly noticed public meeting on June 7, 2023, the Housing Commission considered the applicant's BMR proposal including the proposed modifications to the BMR Guidelines, and draft BMR Housing Agreements, inclusive of the 74 inclusionary BMR units, and forwarded a recommendation of approval to City Council of the proposed BMR Housing Agreements; and

WHEREAS, after notice having been lawfully given, a duly noticed public hearing was held before the City Planning Commission on August 28, 2023 at which all persons interested had the opportunity to appear and comment; and

WHEREAS, after closing the public hearing, the Planning Commission considered all public and written comments, pertinent information, documents and plans and all other evidence in the public record on the Project; and

WHEREAS, the Planning Commission has read and considered those certain Below Market Rate Housing Agreements ("BMR Agreements") between the City and The Sobrato Organization, incorporated herein as Exhibits C and D, and their affordable housing partner HGsf, incorporated herein as Exhibit E, and finds that those satisfy the requirements of Chapter 16.96 of the City's Municipal Code and in the BMR Housing Program Guidelines, except as modified, and would result in affordable housing that meets the City's affordable housing goals and results in a BMR program for the Project with characteristics that are a reasonable equivalent alternative to a program that strictly complied with the BMR Housing Program Guidelines; and

WHEREAS, on August 28, 2023, the Planning Commission fully reviewed, considered, evaluated the whole of the record including all public and written comments, pertinent information, document and plans, and by Resolution No. 2023-40 certifying the Final EIR, adopting findings of fact in accordance with the CEQA, and adopting a Mitigation Monitoring and Reporting Program, prior to adopting Resolution No. 2023-41 approving the requested use permit and architectural control including all the requested concessions and waivers, and adopted Resolution No. 2023-42 recommending of approval to City Council on the proposed BMR Agreements for the 123 Independence Drive Project; and

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

WHEREAS, after notice having been lawfully given, a duly noticed public hearing was held before the City Council on September 26, 2023 at which all persons interested had the opportunity to appear and comment; and

WHEREAS, after closing the public hearing, the City Council considered all public and written comments, pertinent information, documents and plans and all other evidence in the public record on the Project; and

WHEREAS, on September 26, 2023, the City Council fully review, considered, evaluated the whole of the record including all public and written comments, pertinent information, documents, and approve the BMR Housing Agreements, attached herein as Exhibits C, D, and E for the 123 Independence Drive Project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Menlo Park finds that the above recitals together with the staff report and the application materials, including without limitation, the previously certified EIR, and all other documents, reports, studies, maps, oral and written testimony, and materials in the City's file for the applications and the Project, and all adopted and applicable City planning documents related to the Project and the Project Site and all associated evidentiary basis for the approval set forth in this resolution.

BE IT FURTHER RESOLVED that the City Council make the following findings:

1. *CEQA Finding.* The City, as lead agency, prepared an Environmental Impact Report ("EIR") (SCH: 2021010076) pursuant to the California Environmental Quality Act ("CEQA") that examined the environmental impacts of the redevelopment of the Project site consisting of an up to 316 unit multifamily rental apartment building with approximately 2,000 square feet of commercial space and 116 for-sale townhome condominium units (hereinafter the "Project"). On August 28, 2023, by Resolution No 2023-40, the Planning Commission certified the EIR, made certain findings, and adopted a Mitigation Monitoring and Reporting Program, which Resolution together with the EIR are incorporated herein by reference. The City Council finds that the BMR Agreements are within the scope of the EIR.
2. *BMR Agreements.* The BMR Agreements satisfy the requirements of Chapter 16.96 of the City's Municipal Code and the applicable BMR Housing Guidelines, as amended by the Use Permit. The request to modify BMR Housing Guidelines under Section 13 to allow first right of refusal in favor of Habitat for Humanity Greater San Francisco (HGSF) first and the City second, amending the definition of first-time homebuyer, modify the timing of when the educational requirements are completed and include other educational requirements such as sweat equity, modify what constitutes towards income limits for the purchasers, prohibit refinancing of affordable units after sale, modify the process of resale of the affordable units, and request that the City appoint HGSF as its designee or program provider and coordinator undertaking orientation, education, marketing, applicant selection, and title requirements to provide 18 for-sale low-income affordable units and 56 rental apartment units (includes eight low-income affordable rental units provided as part of the Project community amenities) affordable to low-income households as part of the proposed Project. The City Council finds that the deviations from the BMR Housing Program Guidelines Sections 5.5, 7.1, 7.1.1, 7.2, 7.4, 10.2, and 11 meet the requirement of the BMR Housing Program Guidelines Section 13, which allows the BMR proposal and ensuring Agreement(s) that is not consistent with every section of the BMR Guidelines where the deviation results in the proposal providing a reasonable equivalent alternative that is commensurate with the goals of the BMR Housing Program Guidelines. The City Council waives the BMR Housing Program Guidelines Sections 5.5, 7.1, 7.1.1, 7.2, 7.4, 10.2, 11, and designate HGSF to be the City's designee or program provider to undertake orientation, marketing, and other activities around sale of the affordable townhome units, to promote development of for-sale units affordable to low-income households, and approves applicant's BMR proposal and BMR regulatory Agreements, including an agreement for the for-rent affordable units and for-sale affordable units in a form substantially consistent with the Agreements attached hereto as Exhibits C, D, and E of this resolution, and direct the City Manager to execute the BMR Agreements on behalf of the City.

BE IT FURTHER RESOLVED that the City Council approves the applicant's BMR proposal, including the requested concession, waivers, and modifications to the BMR Guidelines, and approves the BMR Housing Agreements substantially in the form attached to this Resolution. The City Manager or their designee is directed to execute the BMR Housing Agreements and to take other actions as may be necessary and appropriate to implementing this Resolution.

SEVERABILITY

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

I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the twenty-sixth day of September, 2023, 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 September, 2023.

Judi A. Herren, City Clerk

Exhibits

- A. Project Plans including materials and color board
- B. Project Below Market Rate proposal including requested concession, waivers, and modifications to the BMR Guidelines
- C. Draft Below Market Rate Housing Agreement and Declaration of Restrictive Covenants with The Sobrato Organization
- D. Draft Below Market Rate Housing Agreement and Declaration of Restrictive Covenants with Habitat for Humanity Greater San Francisco (HGSF)
- E. Draft Below Market Rate For-Sale Housing Agreement and Declaration of Restrictive Covenants with The Sobrato Organization



123 INDEPENDENCE: MIXED-USE RESIDENTIAL

MENLO PARK, CA
PLANNING RESUBMITTAL
06/12/2023

TABLE OF EXHIBIT A

ARCHITECTURE

- A001 PROJECT NARRATIVE AND SITE CONTEXT
- A002 PROJECT DATA SUMMARY
- A011 SITE PHOTOS
- A021 EXISTING BUILDING PHOTOS 119 INDEPENDENCE
- A022 EXISTING BUILDING PHOTOS 125-126 INDEPENDENCE
- A023 EXISTING BUILDING PHOTOS 127 INDEPENDENCE
- A024 EXISTING BUILDING PHOTOS 130 CONSTITUTION
- A025 EXISTING BUILDING PHOTOS 1205 CHRYSLER
- A031 STREETSCAPE
- A100 SITE CONTEXT MAP
- A101 PROPOSED ILLUSTRATIVE SITE PLAN
- A102 SITE SECTIONS
- A103 OPEN SPACE DIAGRAM
- A108 ENLARGED LOT C OPEN SPACE DIAGRAM
- A109 CIRCULATION DIAGRAM
- A110 FAR TABULATIONS LEVEL B1
- A111 FAR TABULATIONS LEVEL 1
- A112 FAR TABULATIONS LEVEL 2
- A113 FAR TABULATIONS LEVEL 3
- A114 FAR TABULATIONS LEVEL 4
- A115 FAR TABULATIONS LEVEL 5
- A116 FAR TABULATIONS ROOF PLAN
- A200 APARTMENT BUILDING PLAN LEVEL B1
- A201 APARTMENT BUILDING PLAN LEVEL 1
- A202 APARTMENT BUILDING PLAN LEVEL 2
- A203 APARTMENT BUILDING PLAN LEVEL 3
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- A205 APARTMENT BUILDING PLAN LEVEL 5
- A206 APARTMENT BUILDING ROOF PLAN
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- A211 APARTMENT TYPICAL UNIT FLOOR PLANS
- A212 APARTMENT BUILDING ELEVATIONS
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- A231 APARTMENT BUILDING ELEVATIONS (COURTYARDS)
- A232 APARTMENT BUILDING ELEVATIONS (COURTYARDS)
- A310 APARTMENT BUILDING SECTIONS
- A321 APARTMENT SCHEMATIC WALL SECTIONS
- A401 APT ZONING DIAGRAM BASE HEIGHT, 75% STEPBACK
- A402 APT ZONING DIAGRAM MAJOR BUILDING MODULATIONS
- A403 APT ZONING DIAGRAM MINOR BUILDING MODULATIONS
- A404 APT ZONING DIAGRAM BUILDING ENTRANCE MODULATIONS
- A405 APT ZONING DIAGRAM GLAZING
- A406 APT ZONING DIAGRAM PERCENTAGE STUCCO
- A407 APT ZONING DIAGRAM ROOF LINE
- A501 TOWNHOMES BUILDING PLANS 3-FLEX AND 4-FLEX
- A502 TOWNHOMES BUILDING PLANS 5-FLEX AND 6-FLEX
- A503 TOWNHOMES BUILDING PLANS APT 6-FLEX
- A504 TOWNHOMES BUILDING PLANS APT 3-FLEX
- A601 TOWNHOMES ELEVATIONS A 3-FLEX
- A602 TOWNHOMES ELEVATIONS A AND B 4-FLEX
- A603 TOWNHOMES ELEVATIONS A AND B 5-FLEX
- A604 TOWNHOMES ELEVATIONS A AND B 6-FLEX
- A605 TOWNHOMES ELEVATIONS C SECTIONS
- A606 TOWNHOMES ELEVATIONS C SECTIONS
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- A707 TH ZONING DIAGRAM ROOF LINE
- A801 COLOR AND MATERIAL BOARD APARTMENT
- A802 COLOR AND MATERIAL BOARD TOWNHOMES
- A901 PERSPECTIVE TOWNHOMES ON INDEPENDENCE DRIVE
- A902 PERSPECTIVE APARTMENT ON CONSTITUTION DRIVE
- A903 PERSPECTIVE PAVED / CENTRAL OPEN SPACE

LANDSCAPE

- L2-01 SCHEMATIC LANDSCAPE PLAN
- L2-11 ENLARGED SCHEMATIC PAVED PLANS
- L2-12 ENLARGED SCHEMATIC PARKS PLAN
- L2-13 ENLARGED SCHEMATIC COURTYARD PLAN
- L2-14 ENLARGED SCHEMATIC CROPP PLANS
- L2-15 UTILITY SCREENING PLANS
- L3-01 SITE ELEMENTS
- L4-00 PLANTING PLAN
- L4-01 TREE PLANTING PLAN
- L5-01 IRRIGATION HYDROZONE DIAGRAM
- L6-01 STREET FRONTAGE LANDSCAPE CALCULATIONS
- L7-01 PAVED GUIDELINES CONFORMANCE
- L8-01 TREE DISTRIBUTION LANDSCAPE PLAN
- L8-10 TREE PROTECTION NOTICES
- L9-01 LANDSCAPE LIGHTING PLAN

CIVIL

- TM1 EXISTING CONDITIONS
- TM2 PROPOSED CONDITIONS
- TM3 PROPOSED UTILITIES
- TM4 PHASE 1
- TM5 GRAVITY & UTILITY PLAN PHASE 1
- C1-0 TOPOGRAPHIC SURVEY & FULL BOUNDARY
- C1-1 EXISTING SITE PLAN
- C2-0 GRAVITY SITE PLAN
- C2-1 GRAVITY SECTIONS
- C3-0 OFFSITE PLANS & SECTIONS
- C3-1 UTILITY PLANS
- C4-0 STORMWATER CONTROL PLAN
- C5-1 STORMWATER CONTROL DETAILS
- C6-0 FIRE ACCESS PLAN
- CE-1 FIRE HYDRANT PLAN
- CE-2 EROSION CONTROL PLAN
- CE-3 BEST MANAGEMENT PRACTICES

JOINT TRENCH

- JT-1 JOINT TRENCH TITLE SHEET
- JT-2 OVERALL
- JT-3 JOINT TRENCH INTENT
- JT-4 JOINT TRENCH INTENT
- JT-5 JOINT TRENCH INTENT
- JT-6 JOINT TRENCH INTENT
- JTR-1 JOINT TRENCH TITLE SHEET (R20)
- JTR-2 OVERALL (R20)
- JTR-3 JOINT TRENCH COMPOSITE (R20)
- JTR-4 JOINT TRENCH COMPOSITE (R20)
- JTR-5 JOINT TRENCH COMPOSITE (R20)
- JTR-6 JOINT TRENCH SECTION (R20)
- SL-1 ELECTROLER TITLE SHEET
- SL-2 ELECTROLER OVERALL
- SL-3 ELECTROLER PLAN
- SL-4 ELECTROLER PLAN
- SL-5 ELECTROLER PLAN
- SL-6 ELECTROLER SPECIFICATIONS
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WASTE MANAGEMENT

- TR-1 TRASH ROUTE STAGING PLAN
- TR-2 WEST APARTMENT TRASH ROOM PLAN
- TR-3 EAST APARTMENT TRASH ROOM PLAN
- TR-4 TOWNHOME TRASH ENCLOSURES
- TR-5 CHUTE DETAILS OF DIAG
- TR-6 TOWNHOME TRASH ENCLOSURES ELEVATIONS



PROJECT NARRATIVE
Resolution No. XXXX

The Sobrato Organization (TSO) has pleased to propose a revised version of 123 Independence. Originally, the project included 67 townhomes, 316 residential apartments, and 88,750 SF of office space. After feedback from Planning Commissioners and community members, TSO decided to remove the office and add 49 additional townhomes. 123 Independence will now deliver 116 townhomes, 316 residential apartment units, and 2,000 SF commercial space to the R-MU (Residential Mixed-use) Zoning District within the ConnectMenlo General Plan.

123 Independence spans over five existing connected parcels at Highway 101 and Highway 84, bounded by Chrysler, Independence, and Constitution Drives. The project proposes to demolish five existing office/industrial buildings (approximately 103,000 SF) to create five new Lots: 1 & A, B, C, and D. Lot 1 is a publicly accessible paseo running north to south, as well as east to west, across the project. Lot A is a 5-story mixed-use apartment building with stoops along public streets and pedestrian walkways. Per Menlo Park Municipal Code Section 16.45.080, parking spaces for the apartment units will be unbundled. Lots B, C, and D are 3-story townhome communities that will be subdivided via condominium mapping and will be oriented to public streets, the neighborhood park, the paseo, and other common green spaces. The proposed site design accommodates sea-level rise, and all proposed ground-level residential units are raised 2 feet above the 5-foot FEMA floodplain.

123 Independence includes an on-site public connection, Parcel 1, that establishes a pedestrian walkway to the greater neighborhood network. This paseo leads to a centrally located neighborhood park, which provides a central recreation and gathering space. Public frontages on Independence Drive, Constitution Drive, and Chrysler Drive are activated with residential stoops, lobbies, leasing office, and residential amenities.

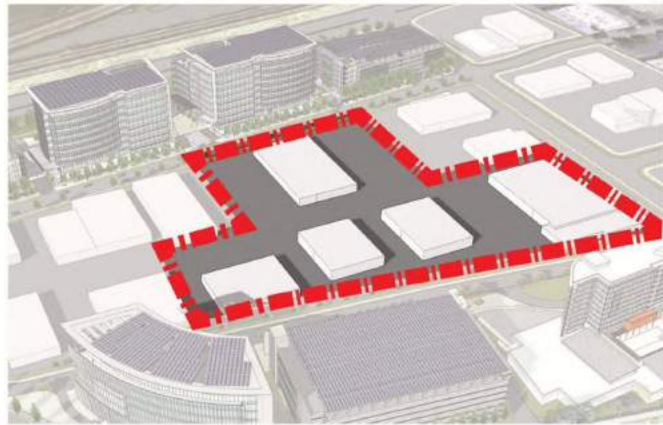
The architectural language of the apartments and townhomes is warm and modern to meet both residential use and fit within the context of the surrounding commercial buildings. The building composition creates a very urban relationship to the street, as envisioned in the General Plan, with over 60% of built-to area for all street frontages. Lot A is Type V-A/I-A construction over podium parking, and Lots B, C, and D are designed as Type V-A construction with private tuck-under 1- and 2-car garages.

In compliance with Municipal Code Ordinance No 1026, Bonus-level development is being proposed. Maximum height of the apartments is no more than 85-ft above existing grade, and the average height of all buildings is well below 62.5-ft. Seventeen percent (17%) of the total units onsite will be affordable housing units for Low income households.

ZONING COMPLIANCE

MINIMUM LOT AREA	MINIMUM LOT DIMENSION	MINIMUM SETBACK AT STREET	MAXIMUM SETBACK AT STREET	MIN INTERIOR SIDE & REAR SETBACKS	MAX RESIDENTIAL FLOOR AREA RATIO	DENSITY	MAXIMUM NON-RESIDENTIAL FAR	HEIGHT	MIN OPEN SPACE REQUIREMENT
25,000 SF	100 FEET	0 FEET	25 FEET	10 FEET	> 90% TO 225%	> 30 DU/ACRE TO 100 DU/ACRE	25% OF LOT AREA	AVERAGE HEIGHT 62.5 FT MAXIMUM HEIGHT 85 FT	25% OF LOT AREA
COMPLIANT	COMPLIANT	COMPLIANT. SEE SHEET A101	COMPLIANT. SEE SHEET A101	COMPLIANT. SEE SHEET A101	COMPLIANT. SEE TABLE R-MU FAR GRADIENT ON SHEET A002	2,000 SF < 25% OF LOT AREA	COMPLIANT. SEE SHEET A206.	COMPLIANT. SEE SHEET A103	

SITE CONTEXT



- ZONING**
- O Office/ O-B (-B= Bonus Available)
 - H Optional Hotel
 - M-2 Light Industrial/M-3-X Business Park
 - PF Public Facilities
 - R-4-S(AHO) High Density Residential, Special/ R-MU Residential Mixed Use

PROJECT TEAM

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Sheet Title:
PROJECT NARRATIVE AND SITE CONTEXT

Job No: 20004
Date: 6/12/2023
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A001

BELOW MARKET RATE HOUSING SUMMARY - APARTMENT	
APARTMENT UNIT	Resolution No. XXXX
BMR UNITS REQUIRED	Page 8 of 234
ADDITIONAL BMR UNITS PROVIDED	= 8 UNITS**
UNIT MIX PROVIDED:	
16 STUDIOS (20%)	
33 ONE-BEDROOMS (58%)	
7 TWO-BEDROOMS (13%)	
*UNIT MIX IS PROPORTIONAL TO PROVIDED MARKET RATE UNIT MIX	
** BMR UNITS TO BE DISTRIBUTED EQUALLY ACROSS THE APARTMENT BUILDING ON ALL FLOORS	
*** WITH THE ADDITIONAL BMR UNITS, 56 UNITS WILL BE PROVIDED	

BELOW MARKET RATE HOUSING SUMMARY - TOWNHOMES	
TOWNHOME UNITS PROVIDED	= 116 UNITS
BMR UNITS REQUIRED (15%)	= 18 UNITS*
UNIT MIX PROVIDED:	
3 TWO-BEDROOMS (17%)	
6 THREE-BEDROOMS (33%)	
6 FOUR-BEDROOMS (33%)	
3 FOUR-BEDROOMS MOBILITY COMPLIANT (17%)	
* PROPOSED BMR UNITS ARE IN LOT C, CENTER OF THE SITE WITH STREET FRONTAGE AND PARK ADJACENT.	

LOT A - MIXED-USE								
APARTMENTS FOR PURPOSE OF FAR CALCULATIONS BASED ON MP 16.04.325								
UNIT TYPE	BDRM	BATH	AVG SF / UNIT	UNIT TOTAL GSF	BUILDING GSF	UNIT COUNT	% TOTAL	
STUDIO	1	1	539 SF	47,411 SF		88	27.9 %	
1 BDRM	1	1	725 SF	134,206 SF		185	58.5 %	
2 BDRM	2	2	1,006 SF	43,246 SF		43	13.6 %	
TOTAL/AVG	359	359	712 SF	224,863 SF	287,432 SF	316	100.0 %	
COMMERCIAL								
COMMERCIAL USE						2,000 SF		
PARKING PROVIDED				BUILDING INFORMATION				
RESIDENT PARKING				330	CONSTRUCTION TYPE		V-A	
GUEST PARKING				6	SITE AREA (ACRES)		2.55	
COMMERCIAL PARKING				0*	FAR		261%	
TOTAL PARKING				336	DU / ACRE		123.8	
PARKING / DU				1.06				
PARKING / BDRM				.94				

*SOBL WAIVER REQUESTED TO ELIMINATE PARKING REQUIREMENT FOR THE COMMERCIAL SPACE.

LOT B - TOWNHOMES (MARKET RATE CONDOMINIUMS)								
UNIT TYPE	BDRM	BATH	AVG SF / UNIT	UNIT TOTAL GSF	BUILDING GSF	UNIT COUNT	% TOTAL	
TH 1	3	3.5	1,740 SF	13,990 SF		8	30.8 %	
TH 2	2	2.5	1,199 SF	9,591 SF		8	30.8 %	
TH 3	3	3.5	2,052 SF	10,262 SF		5	19.2 %	
TH 3.1	3	3.5	2,052 SF	10,262 SF		5	19.2 %	
TOTAL/AVG	70	83	1,696 SF	44,102 SF	44,249 SF	26	100.0 %	
PARKING PROVIDED				BUILDING INFORMATION				
RESIDENT PARKING *1				44	CONSTRUCTION TYPE		V-A	
GUEST PARKING				21	SITE AREA (ACRES)		1.27	
TOTAL PARKING				65	FAR		80%	
PARKING / DU				2.50		DU / ACRE		20.4
PARKING / BDRM				.93				

LOT C - TOWNHOMES (AFFORDABLE CONDOMINIUMS)								
UNIT TYPE	BDRM	BATH	AVG SF / UNIT	UNIT TOTAL GSF	BUILDING GSF	UNIT COUNT	% TOTAL	
TH 4	3	2.5	1,490 SF	8,878 SF		6	33.3 %	
TH 4.1	4	2.5	1,514 SF	4,542 SF		3	16.7 %	
TH 4.2	4	2.5	1,415 SF	4,247 SF		3	16.7 %	
TH 4.3	2	1.5	958 SF	2,873 SF		3	16.7 %	
TH 5	4	2	1,581 SF	4,742 SF		3	16.7 %	
TOTAL/AVG	60	40.5	1,405 SF	25,281 SF	25,369 SF	18	100.0 %	
PARKING PROVIDED				BUILDING INFORMATION				
RESIDENT PARKING				16	CONSTRUCTION TYPE		V-A	
GUEST PARKING				6	SITE AREA (ACRES)		.62	
TOTAL PARKING				24	FAR		93.5%	
PARKING / DU				1.33		DU / ACRE		28.9
PARKING / BDRM				.40				

LOT D - TOWNHOMES (MARKET RATE CONDOMINIUMS)								
UNIT TYPE	BDRM	BATH	AVG SF / UNIT	UNIT TOTAL GSF	BUILDING GSF	UNIT COUNT	% TOTAL	
TH 1	3	3.5	1,740 SF	45,466 SF		26	36.1 %	
TH 2	2	2.5	1,199 SF	31,171 SF		26	36.1 %	
TH 3	3	3.5	2,052 SF	10,262 SF		5	6.9 %	
TH 3.1	3	3.5	2,052 SF	30,785 SF		15	20.9 %	
TOTAL/AVG	190	226	1,635 SF	117,685 SF	118,121 SF	72	100.0 %	
PARKING PROVIDED				BUILDING INFORMATION				
RESIDENT PARKING *2				118	CONSTRUCTION TYPE		V-A	
GUEST PARKING				9	SITE AREA (ACRES)		3.12	
TOTAL PARKING				127	FAR		87%	
PARKING / DU				1.76		DU / ACRE		23.1
PARKING / BDRM				.67				

* NOTE: TANDEM PARKING SPACES ARE COUNTED AS ONLY ONE (1) SPACE PER MP ZONING CODE.
 1 LOT B: OUT OF THE 44 RESIDENT PARKING SPACES: 8 OF THOSE SPACES ARE TANDEM. ACTUAL SPACES TOTAL 52.
 2 LOT D: OUT OF THE 118 RESIDENT PARKING SPACES: 26 OF THOSE SPACES ARE TANDEM. ACTUAL SPACES TOTAL 144.

TOTAL SUMMARY FOR PURPOSE OF FAR CALCULATIONS BASED ON MP 16.04.325								
UNIT TYPE	BDRM	BATH	AVG SF / UNIT	UNIT GSF	BUILDING GSF	UNIT COUNT	% TOTAL	
LOT A	359	359	712 SF	224,863 SF	287,432 SF	316	36.1 %	
LOT B	70	83	1,696 SF	44,102 SF	44,249 SF	26	30.1 %	
LOT C	60	40.5	1,405 SF	25,281 SF	25,369 SF	18	6.9 %	
LOT D	190	226	1,635 SF	117,685 SF	118,121 SF	72	20.9 %	
TOTAL/AVG	679	708.5	954 SF	411,931 SF	475,171 SF	432	100.0 %	
PARKING PROVIDED				PROJECT INFORMATION				
RESIDENT PARKING *3				510	TOTAL SITE AREA (ACRES)		8.15 AC	
GUEST PARKING				42	DENSITY (DU / AC)		53	
TOTAL PARKING				552	TOTAL UNITS		432	
PARKING / DU				1.28		FAR		134%
PARKING / BDRM				.81		TOTAL BUILDING GSF		475,171 SF
						BUILDING GSF / UNIT		1,100 SF

3 OUT OF THE 510 RESIDENT PARKING SPACES, 34 OF THOSE SPACES ARE TANDEM. ACTUAL SPACES TOTAL 544.

BICYCLE PARKING (APARTMENT)		BICYCLE PARKING (TOWNHOME)		BICYCLE PARKING (COMMERCIAL)	
LONG-TERM PROVIDED	474	LONG-TERM PROVIDED	174	LONG-TERM PROVIDED	1
SHORT-TERM PROVIDED	48	SHORT-TERM PROVIDED	18	SHORT-TERM PROVIDED	1
TOTAL PROVIDED	522	TOTAL PROVIDED	192	TOTAL PROVIDED	2
PARKING / DU	1.85	PARKING / DU	1.66		

R-MU ZONING FAR GRADIENT LINKED TO DENSITY					
DENSITY (DU / AC)	30	40	50	60	70
TOTAL UNITS ALLOWED (DU * SITE AREA (ACRES))	245	326	408	490	572
FAR ALLOWED AT GIVEN DENSITY	90%	109%	129%	149%	169%
TOTAL BUILDING GSF ALLOWED (AC * FAR)	319,513 SF	387,060 SF	456,447 SF	528,800 SF	600,288 SF
BUILDING GSF / UNIT	1,307 SF	1,150 SF	1,120 SF	1,100 SF	1,104 SF

APARTMENT AREA SUMMARY (FOR FLOOR AREA CALCULATION PER MENLO PARK'S ZONING ORDINANCE 16.04.325)									
INCLUDED IN FAR	BUILDING TYPE	LEVEL B1	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	ROOF	TOTAL
COMMON AREA	378 SF	2,931 SF							3,309 SF
AMENITIES		1,508 SF	4,197 SF	648 SF			588 SF		6,941 SF
CIRCULATION		5,909 SF	8,828 SF	8,969 SF	8,998 SF	9,121 SF	459 SF		42,283 SF
SUPPORT	4,043 SF	3,264 SF	1,093 SF	545 SF	545 SF	546 SF			10,036 SF
TOTAL	4,421 SF	28,221 SF	63,121 SF	63,663 SF	65,059 SF	62,489 SF	459 SF		287,432 SF
NOT INCLUDED IN FAR	PARKING (VEHICULAR)	75,362 SF	53,401 SF						128,763 SF
	PARKING (BICYCLES)	4,276 SF	681 SF						4,958 SF
	TRASH/FAN/SHAFTS	4,483 SF	2,425 SF	1,522 SF	1,650 SF	1,649 SF	1,637 SF		13,387 SF

TOWNHOMES AREA SUMMARY (FOR FLOOR AREA CALCULATION PER MENLO PARK'S ZONING ORDINANCE 16.04.325)											
TOWNHOME TYPE	COUNT	LEVEL 1	LEVEL 2	LEVEL 3	UTILITY	PER BLDG	TOTAL (FAR)	DECK PER TYPE	DECK TOTAL	GARAGE (NON FAR)	GARAGE TOTAL
3-PLEX	1	755 SF	2,118 SF	2,125 SF	29 SF	5,027 SF	5,027 SF	267 SF	267 SF	1,408 SF	1,408 SF
4-PLEX	5	1,140 SF	2,947 SF	2,955 SF	29 SF	7,072 SF	35,358 SF	371 SF	1,854 SF	1,850 SF	9,252 SF
5-PLEX	9	1,131 SF	3,403 SF	3,419 SF	29 SF	7,982 SF	71,842 SF	431 SF	3,876 SF	2,359 SF	21,227 SF
6-PLEX	5	1,520 SF	4,231 SF	4,246 SF	29 SF	10,029 SF	50,143 SF	534 SF	2,670 SF	2,798 SF	13,993 SF
6-PLEX AFF	1	2,338 SF	3,904 SF	2,188 SF	29 SF	8,460 SF	8,460 SF	159 SF	159 SF	1,667 SF	1,667 SF
12-PLEX AFF	1	4,664 SF	7,809 SF	4,375 SF	59 SF	16,909 SF	16,909 SF	317 SF	317 SF	3,346 SF	3,346 SF
TOTAL	22	31,240 SF	80,347 SF	75,482 SF	671 SF		187,739 SF		9,143 SF		50,893 SF

GENERAL NOTE FOR ALL CHARTS: NUMBERS PRESENTED ARE USED SOLELY FOR THE PURPOSE OF F.A.R CALCULATIONS BASED ON MENLO PARK'S ZONING ORDINANCE 16.04.325



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Sheet Title:
 PROJECT DATA SUMMARY

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6



1



2



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3



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Sheet Title:
EXISTING BUILDING
PHOTOS 127
INDEPENDENCE

Job No: 20004
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Sheet Title:
EXISTING BUILDING
PHOTOS 130
CONSTITUTION

Job No. 20004
Date: 6/12/2023
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Sheet No:
A024





CONSTITUTION DRIVE COMPOSITE ELEVATION



CHRYSLER DRIVE COMPOSITE ELEVATION



INDEPENDENCE DRIVE COMPOSITE ELEVATION
(EAST OF PASEO)



INDEPENDENCE DRIVE COMPOSITE ELEVATION
(WEST OF PASEO)



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Sheet Title:
STREETSCAPE

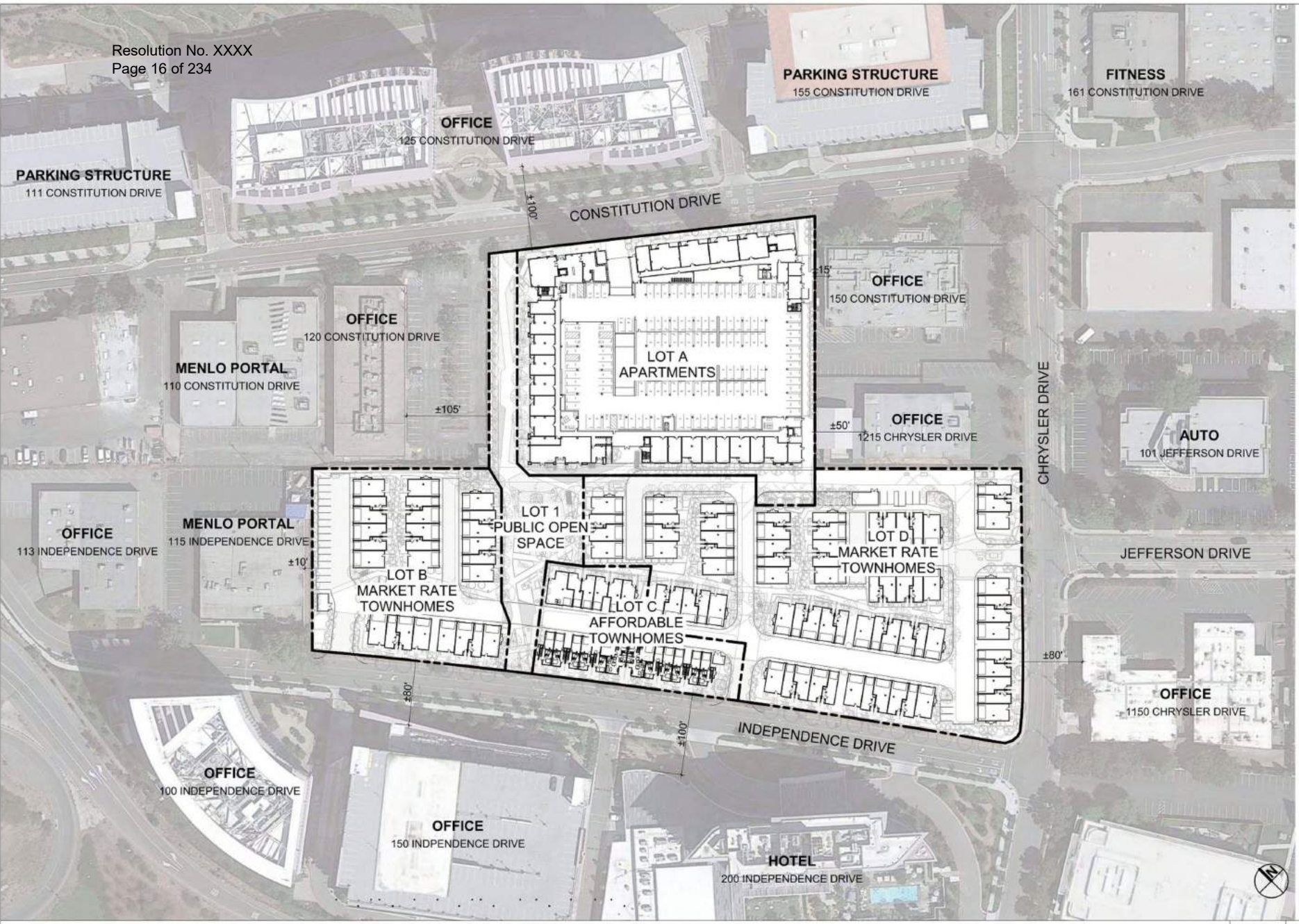
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Sheet Title:
SITE CONTEXT MAP

Job No: 20004
Date: 6/12/2023
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A100

SITE PLAN - CONTEXT MAP 1" = 50'-0" 1

CONSTITUTION DRIVE



LOT A
APARTMENT

LOT B
MARKET RATE
TOWNHOMES

LOT C
AFFORDABLE
TOWNHOMES

LOT D
MARKET RATE
TOWNHOMES

INDEPENDENCE DRIVE

CHRYSLER DRIVE



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Sheet Title:
**PROPOSED
ILLUSTRATIVE SITE
PLAN**

Job No: 20004
Date: 6/12/2023
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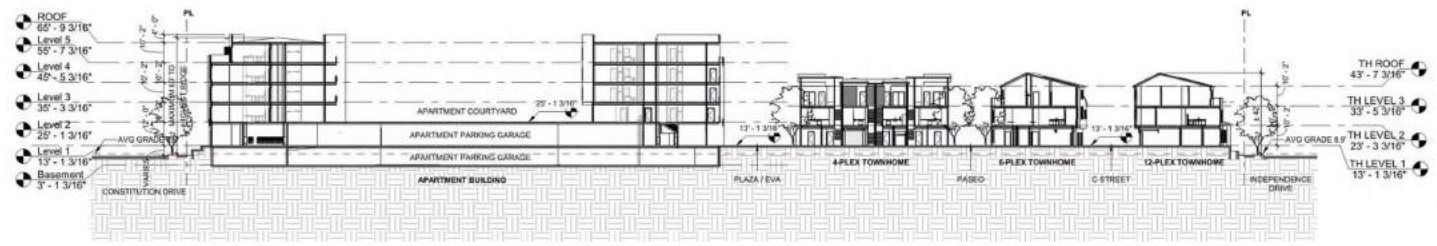
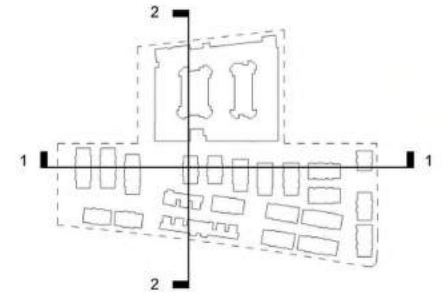
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ILLUSTRATIVE SITE PLAN 1" = 30'-0" 1



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OVERALL SITE SECTION NORTH TO SOUTH 1" = 30'-0" 2



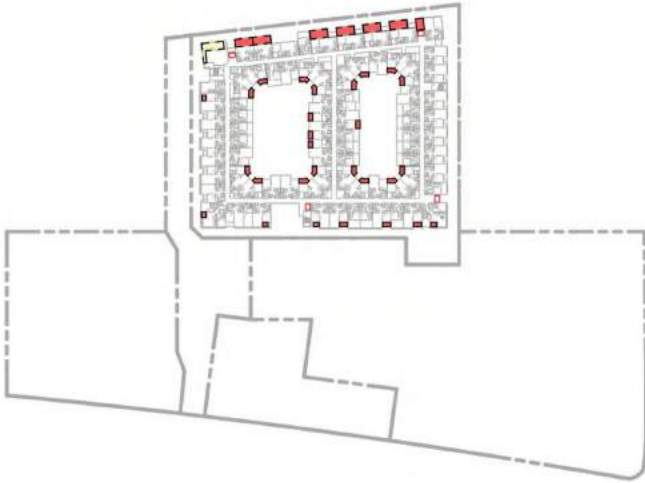
OVERALL SITE SECTION WEST TO EAST 1" = 30'-0" 1

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Sheet Title:
SITE SECTIONS

Job No: 20004
Date: 6/12/2023
Scale: As Indicated
Drawn By: Author

Sheet No:
A102



OPEN SPACE - LEVEL 5 1" = 80'-0" 4



OPEN SPACE - LEVEL 2 1" = 80'-0" 2



OPEN SPACE - LEVEL 4 (LEVEL 3 SIM) 1" = 80'-0" 3



OPEN SPACE - LEVEL 1 1" = 80'-0" 1

PUBLIC OPEN SPACE	
LOT 1 - PASEO & PARK	LOT SIZE: 26,154 SF
PARK	11,945 SF
PASEO	14,209 SF
PROVIDED PUBLIC OPEN SPACE	26,154 SF
REQUIRED PUBLIC OPEN SPACE	10,300 SF

PUBLICLY ACCESSIBLE OPEN SPACE	
LOT A - APARTMENT	LOT SIZE: 111,186 SF
LANDSCAPE ZONES	9,586 SF
STREET FRONTAGE	3,965 SF
PROVIDED PUBLICLY ACCESSIBLE OPEN SPACE	13,551 SF
REQUIRED PUBLICLY ACCESSIBLE OPEN SPACE*	6,949 SF

LOT B - TOWHOMES	
LOT SIZE: 54,974 SF	
LANDSCAPE ZONES	8,423 SF
STREET FRONTAGE	3,932 SF
PROVIDED PUBLICLY ACCESSIBLE OPEN SPACE	12,355 SF
REQUIRED PUBLICLY ACCESSIBLE OPEN SPACE*	3,438 SF

LOT C - TOWHOMES	
LOT SIZE: 27,109 SF	
LANDSCAPE ZONES	636 SF
STREET FRONTAGE	2,433 SF
PROVIDED PUBLICLY ACCESSIBLE OPEN SPACE	3,070 SF
REQUIRED PUBLICLY ACCESSIBLE OPEN SPACE*	1,694 SF

LOT D - TOWHOMES	
LOT SIZE: 135,752 SF	
LANDSCAPE ZONES	6,935 SF
STREET FRONTAGE	13,247 SF
PROVIDED PUBLICLY ACCESSIBLE OPEN SPACE	20,182 SF
REQUIRED PUBLICLY ACCESSIBLE OPEN SPACE*	8,485 SF

COMMON & PRIVATE OPEN SPACE	
LOT A - APARTMENT	LOT SIZE: 111,186 SF
COMMON: LANDSCAPE PODIUM COURTYARD	23,360 SF
PRIVATE BALCONIES, DECKS, PATIOS (6' X 6' MIN.)	8,486 SF
PROVIDED COMMON & PRIVATE OPEN SPACE	31,847 SF
REQUIRED COMMON & PRIVATE OPEN SPACE (100 SF * 316)	31,600 SF

LOT B - TOWHOMES	
LOT SIZE: 54,974 SF	
COMMON: GREEN SPACES BETWEEN TOWNHOMES	2,148 SF
PRIVATE BALCONIES, DECKS, PATIOS (6' X 6' MIN.)	2,955 SF
PROVIDED COMMON & PRIVATE OPEN SPACE	5,102 SF
REQUIRED COMMON & PRIVATE OPEN SPACE (100 SF * 26)	2,600 SF

LOT C - TOWHOMES	
LOT SIZE: 27,109 SF	
COMMON: GREEN SPACES BETWEEN TOWNHOMES	1,277 SF
PRIVATE BALCONIES, DECKS, PATIOS (6' X 6' MIN.)	691 SF
PROVIDED COMMON & PRIVATE OPEN SPACE	1,969 SF
REQUIRED COMMON & PRIVATE OPEN SPACE (100 SF * 18)	1,800 SF

LOT D - TOWHOMES	
LOT SIZE: 135,752 SF	
COMMON: GREEN SPACES BETWEEN TOWNHOMES	12,093 SF
PRIVATE BALCONIES, DECKS, PATIOS (6' X 6' MIN.)	9,064 SF
PROVIDED COMMON & PRIVATE OPEN SPACE	21,157 SF
REQUIRED COMMON & PRIVATE OPEN SPACE (100 SF * 72)	7,200 SF

OVERALL SITE SUMMARY	
PROVIDED TOTAL PUBLICLY ACCESSIBLE OPEN SPACE	49,156 SF
REQUIRED TOTAL PUBLICLY ACCESSIBLE OPEN SPACE*	22,199 SF
PROVIDED TOTAL OPEN SPACE	135,387 SF
REQUIRED TOTAL OPEN SPACE**	88,794 SF

* 25% OF MINIMUM OPEN SPACE
** 25% OF TOTAL LOT AREA



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Sheet Title:
**OPEN SPACE
DIAGRAM**

Job No: 20004
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Sheet No:
A103



OPEN SPACE - ENLARGED LOT C LEVEL 2 1" = 20'-0" 2



OPEN SPACE - ENLARGED LOT C LEVEL 1 1" = 20'-0" 1

COMMON & PRIVATE OPEN SPACE	
LOT C - TOWNHOMES	LOT SIZE: 27,109 SF
COMMON: GREEN SPACES BETWEEN TOWNHOMES	1,277 SF
PRIVATE BALCONIES, DECKS, PATIOS (6' X 6' MIN.)	691 SF
PROVIDED COMMON & PRIVATE OPEN SPACE	1,969 SF
REQUIRED COMMON & PRIVATE OPEN SPACE (100 SF * 16)	1,600 SF



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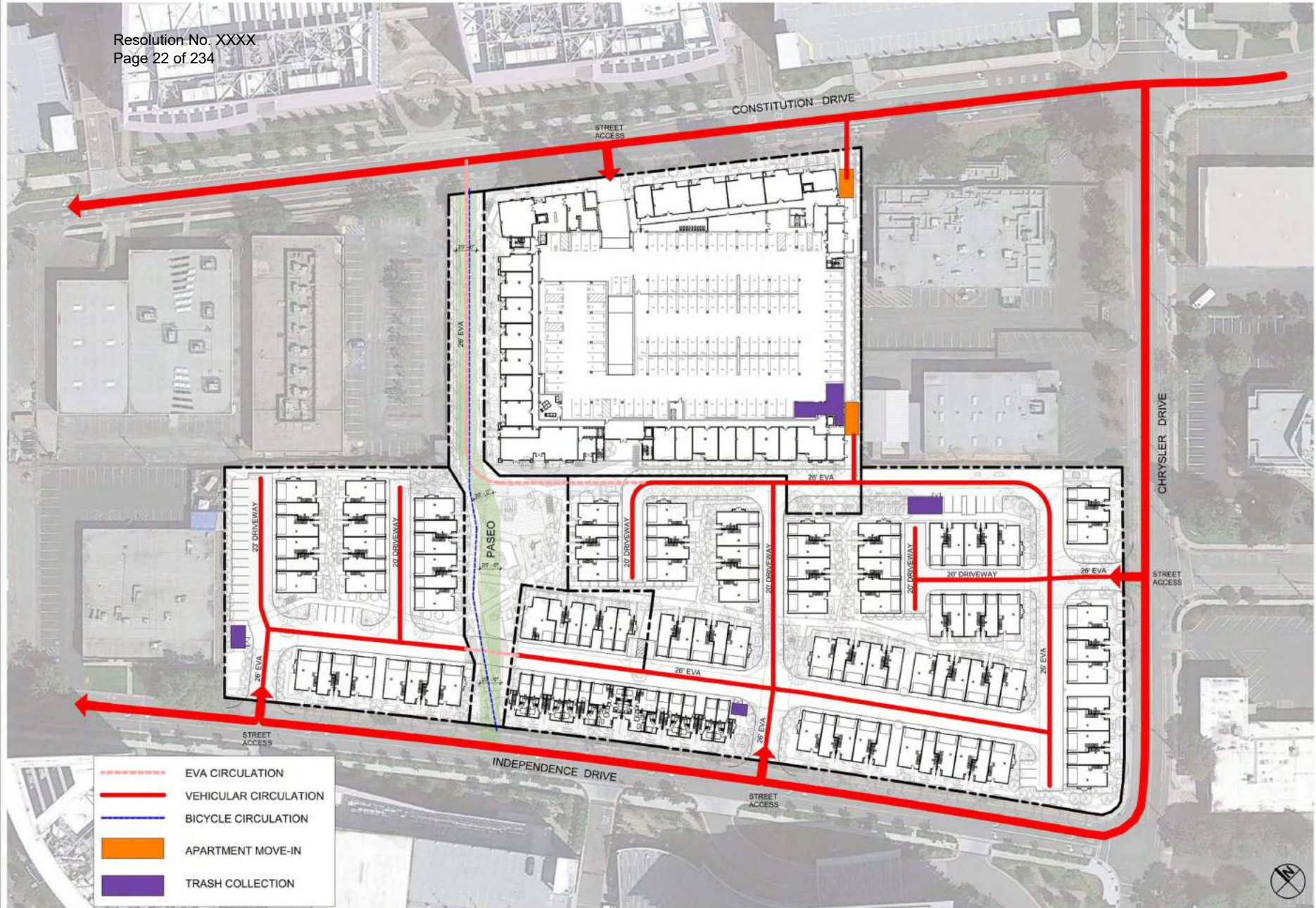
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Sheet Title:
ENLARGED LOT C
OPEN SPACE
DIAGRAM

Job No: 20004
Date: 6/12/2023
Scale: As indicated
Drawn By: Author

Sheet No:
A103B



SITE PLAN - CIRCULATION 1" = 40'-0" 1



AREA SUMMARY (FOR FLOOR AREA CALCULATION PER MENLO PARK'S ZONING ORDINANCE 16.04.325)

	BUILDING TYPE	APARTMENT (SF)	TOWNHOMES (SF)	TOTAL (SF)
INCLUDED IN FAR	RESIDENTIAL UNITS			
	COMMON AREA	378 SF		378 SF
	AMENITIES			
	CIRCULATION			
	SUPPORT	4,043 SF		4,043 SF
	TOTAL	4,421 SF		4,421 SF
NOT INCLUDED IN FAR	PARKING (VEHICULAR)	75,362 SF		75,362 SF
	PARKING (BICYCLES)	4,276 SF		4,276 SF
	TRASH/FAN/SHAFTS	4,483 SF		4,483 SF

LEVEL B1 FAR 1" = 40'-0" 1

AREA SUMMARY

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Sheet Title:
**FAR TABULATIONS
LEVEL B1**

Job No: 20004
Date: 6/12/2023
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LEVEL 1 FAR 1" = 40'-0" 1

AREA SUMMARY (FOR FLOOR AREA CALCULATION PER MENLO PARK'S ZONING ORDINANCE 16.04.325)				
	BUILDING TYPE	APARTMENT (SF)	TOWNHOMES (SF)	TOTAL (SF)
INCLUDED IN FAR	RESIDENTIAL UNITS	14,608 SF	31,240 SF	45,848 SF
	COMMON AREA	2,931 SF		2,931 SF
	AMENITIES	1,508 SF		1,508 SF
	CIRCULATION	5,909 SF		5,909 SF
	SUPPORT	3,284 SF	671 SF	3,935 SF
	TOTAL	26,221 SF	31,910 SF	62,131 SF
NOT INCLUDED IN FAR	PARKING (VEHICULAR)	53,401 SF	50,893 SF	104,294 SF
	PARKING (BICYCLES)	681 SF		681 SF
	TRASH/FAN SHAFTS	2,425 SF	1,001 SF	3,426 SF
	COMMERCIAL SPACE			2,000 SF

AREA SUMMARY

Sheet Title:
FAR TABULATIONS
LEVEL 1

Job No: 20004
Date: 6/12/2023
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AREA SUMMARY (FOR FLOOR AREA CALCULATION PER MENLO PARK'S ZONING ORDINANCE 16.04.325)

	BUILDING TYPE	APARTMENT (SF)	TOWNHOMES (SF)	TOTAL (SF)
INCLUDED IN FAR	RESIDENTIAL UNITS	49,004 SF	80,347 SF	129,350 SF
	COMMON AREA			
	AMENITIES	4,197 SF		4,197 SF
	CIRCULATION	8,828 SF		8,828 SF
	SUPPORT	1,093 SF		1,093 SF
	TOTAL	63,121 SF	80,347 SF	143,468 SF
NOT INCLUDED IN FAR	PARKING (VEHICULAR)			
	PARKING (BICYCLES)			
	TRASH/FAN/SHAFTS	1,522 SF		1,522 SF

Sheet Title:
**FAR TABULATIONS
LEVEL 2**

Job No: 20004
Date: 6/12/2023
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A112

LEVEL 2 FAR 1" = 40'-0" 1

AREA SUMMARY

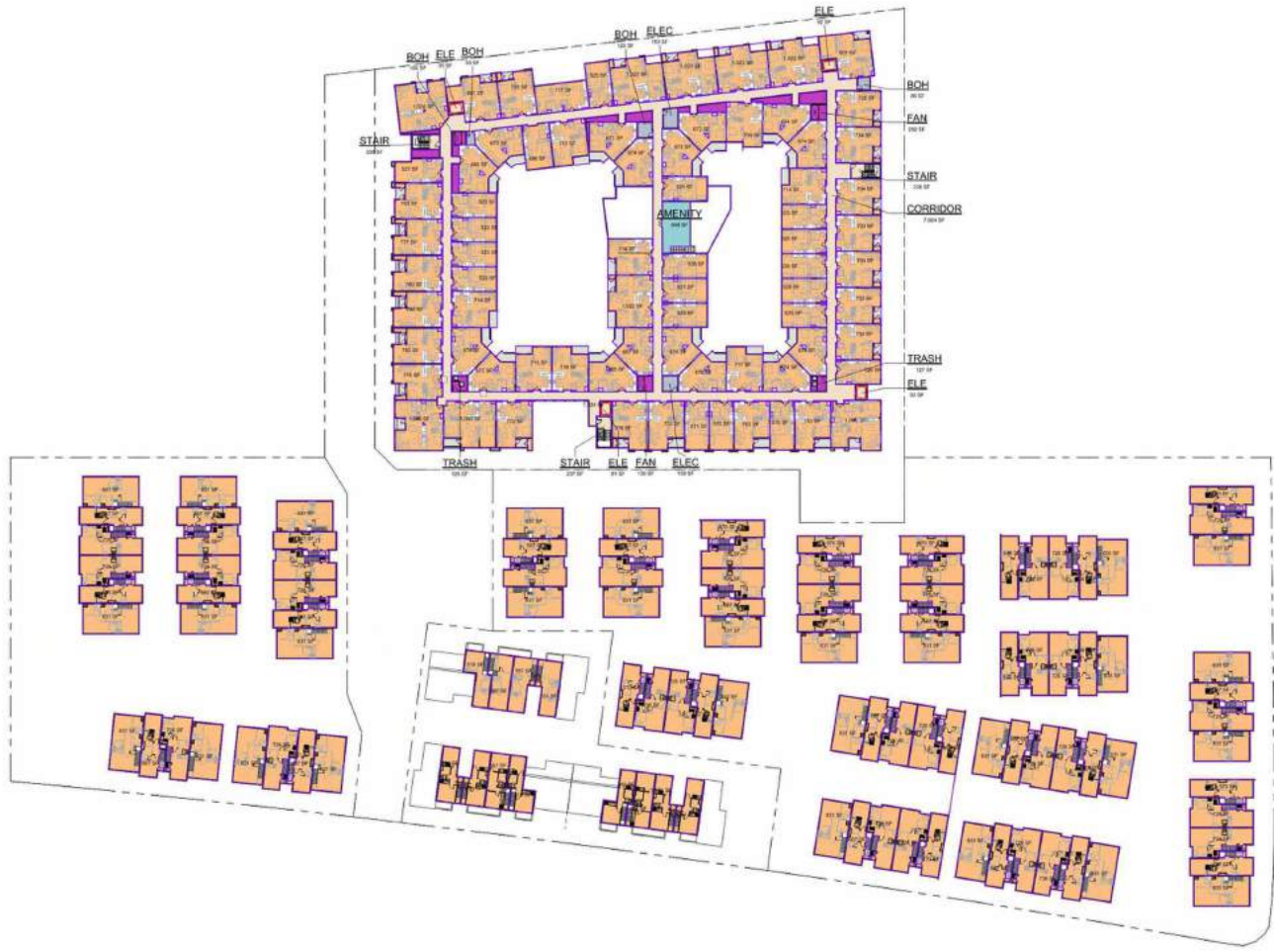


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AREA SUMMARY (FOR FLOOR AREA CALCULATION PER MENLO PARK'S ZONING ORDINANCE 16.04.325)

	BUILDING TYPE	APARTMENT (SF)	TOWNHOMES (SF)	TOTAL (SF)
INCLUDED IN FAR	RESIDENTIAL UNITS	53,500 SF	75,482 SF	128,982 SF
	COMMON AREA			
	AMENITIES	648 SF		
	CIRCULATION	8,969 SF		
	SUPPORT	545 SF		
	TOTAL	63,663 SF	75,482 SF	139,144 SF
NOT INCLUDED IN FAR	PARKING (VEHICULAR)			
	PARKING (BICYCLES)			
	TRASH/FAN/SHAFTS	1,650 SF		1,650 SF

LEVEL 3 FAR 1" = 40'-0" 1

AREA SUMMARY

Sheet Title:
FAR TABULATIONS
LEVEL 3

Job No: 20004
Date: 6/12/2023
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AREA SUMMARY (FOR FLOOR AREA CALCULATION PER MENLO PARK'S ZONING ORDINANCE 16.04.325)

	BUILDING TYPE	APARTMENT (SF)	TOWNHOMES (SF)	TOTAL (SF)
INCLUDED IN FAR	RESIDENTIAL UNITS	55,517 SF		55,517 SF
	COMMON AREA			
	AMENITIES			
	CIRCULATION	8,998 SF		8,998 SF
	SUPPORT	545 SF		545 SF
	TOTAL	65,059 SF		65,059 SF
NOT INCLUDED IN FAR	PARKING (VEHICULAR)			
	PARKING (BICYCLES)			
	TRASH/FAN/SHAFTS	1,649 SF		1,649 SF



LEVEL 4 FAR 1" = 40'-0" 1

AREA SUMMARY

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Sheet Title:
**FAR TABULATIONS
LEVEL 4**

Job No: 20004
Date: 6/12/2023
Scale: As indicated
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Sheet No:
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LEVEL 5 FAR 1" = 40'-0" 1

AREA SUMMARY (FOR FLOOR AREA CALCULATION PER MENLO PARK'S ZONING ORDINANCE 16.04.325)

	BUILDING TYPE	APARTMENT (SF)	TOWNHOMES (SF)	TOTAL (SF)
INCLUDED IN FAR	RESIDENTIAL UNITS	52,234 SF		52,234 SF
	COMMON AREA			
	AMENITIES	588 SF		588 SF
	CIRCULATION	9,121 SF		9,121 SF
	SUPPORT	545 SF		545 SF
	TOTAL	62,489 SF		62,489 SF
NOT INCLUDED IN FAR	PARKING (VEHICULAR)			
	PARKING (BICYCLES)			
	TRASH/FAN/SHAFTS	1,637 SF		1,637 SF

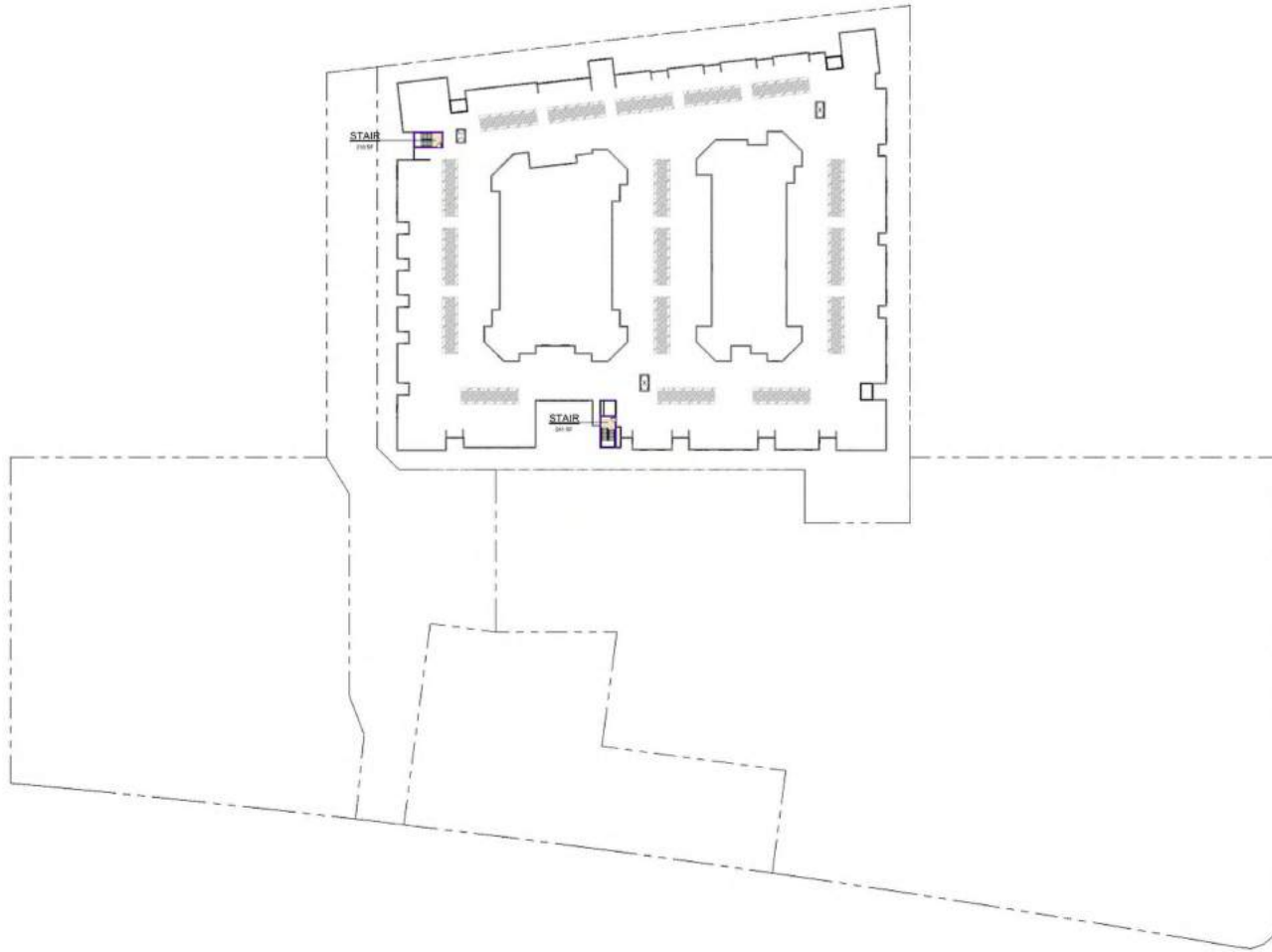
AREA SUMMARY

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Sheet Title:
**FAR TABULATIONS
LEVEL 5**

Job No: 20004
Date: 6/12/2023
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Sheet No:
A115



AREA SUMMARY (FOR FLOOR AREA CALCULATION PER MENLO PARK'S ZONING ORDINANCE 16.04.325)

	BUILDING TYPE	APARTMENT (SF)	TOWNHOMES (SF)	TOTAL (SF)
INCLUDED IN FAR	RESIDENTIAL UNITS			
	COMMON AREA			
	AMENITIES			
	CIRCULATION	459 SF		459 SF
	SUPPORT			
	TOTAL			459 SF
NOT INCLUDED IN FAR	PARKING (VEHICULAR)			
	PARKING (BICYCLES)			
	TRASH/FAN/SHAFTS			

ROOF LEVEL FAR 1" = 40'-0" 1

AREA SUMMARY



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Sheet Title:
**FAR TABULATIONS
ROOF LEVEL**

Job No: 20004
Date: 6/12/2023
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Sheet Title:
APARTMENT
BUILDING PLAN
LEVEL B1

Job No. 20004
Date: 6/12/2023
Scale: 1/16" = 1'-0"
Drawn By: STS

Sheet No:
A200



LEVEL B1 1/16" = 1'-0" 1



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Sheet Title:
APARTMENT
BUILDING PLAN
LEVEL 1

Job No.: 20004
Date: 6/12/2023
Scale: 1/16" = 1'-0"
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Sheet No.:
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LEVEL 1 1/16" = 1'-0" 1



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Sheet Title:
APARTMENT
BUILDING PLAN
LEVEL 2

Job No. 20004
Date: 6/12/2023
Scale: 1/16" = 1'-0"
Drawn By: Author

Sheet No:
A202

LEVEL 2 (PODIUM) 1/16" = 1'-0" 1



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Sheet Title:
APARTMENT
BUILDING PLAN
LEVEL 3

Job No.: 20004
Date: 6/12/2023
Scale: 1/16" = 1'-0"
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Sheet No.:
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LEVEL 3 1/16" = 1'-0" 1



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Sheet Title:
APARTMENT
BUILDING PLAN
LEVEL 4

Job No: 20004
Date: 6/12/2023
Scale: 1/16" = 1'-0"
Drawn By: STS

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A204



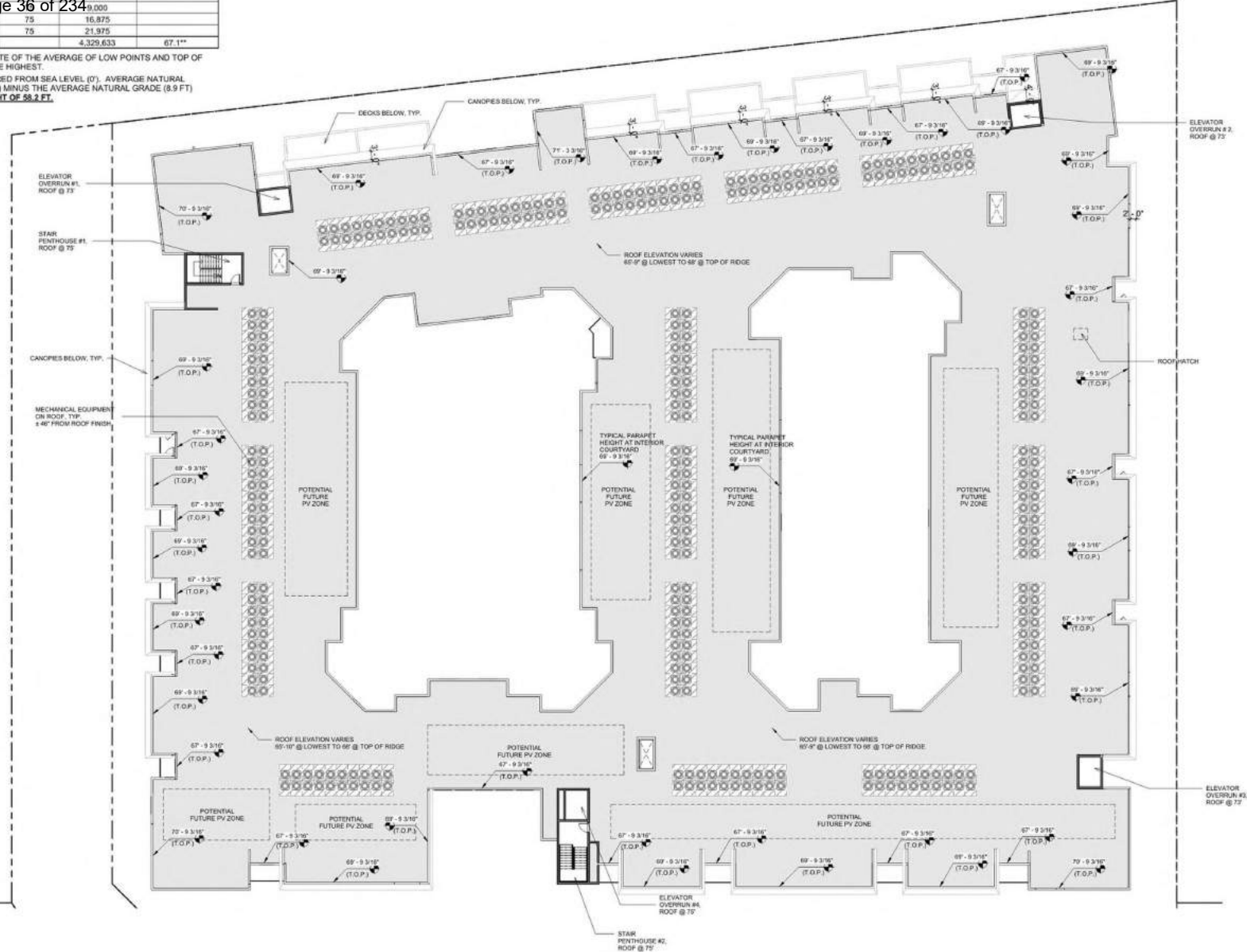
LEVEL 4 1/16" = 1'-0" 1



ROOF HEIGHT CALCULATION			
	AREA	HEIGHT (FT)	AREA x HEIGHT
TYPICAL ROOF	63,564	67"	4,258,768
ELEVATOR OVERRUN #1	105	73	7,665
ELEVATOR OVERRUN #2	105	73	7,665
ELEVATOR OVERRUN #3	105	73	7,665
ELEVATOR OVERRUN #4	105	73	7,665
STAIR PENTHOUSE #1	225	75	16,875
STAIR PENTHOUSE #2	293	75	21,975
TOTAL	64,517		4,329,633
			67.1"

Resolution No. XXXX
Page 36 of 234

* TYPICAL ROOF HEIGHT IS AN ESTIMATE OF THE AVERAGE OF LOW POINTS AND TOP OF RIDGES WHERE THE ELEVATION IS THE HIGHEST.
** HEIGHTS CALCULATED ARE MEASURED FROM SEA LEVEL (0'). AVERAGE NATURAL GRADE IS 8.9'. AVERAGE HEIGHT (67.1) MINUS THE AVERAGE NATURAL GRADE (8.9 FT) EQUALS AN AVERAGE BUILDING HEIGHT OF 58.2 FT.



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Sheet Title:
APARTMENT
BUILDING ROOF
PLAN

Job No: 20004
Date: 6/12/2023
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Sheet No:
A206

ROOF 1/16" = 1'-0" 1



PARKING PLAN - LEVEL 1 1" = 40'-0" 2



PARKING PLAN - LEVEL B1 1" = 40'-0" 1



TWO TIERED BICYCLE RACKS
8 BICYCLES PER RACK

LONG TERM BICYCLE STORAGE INFORMATION

ACCESSIBLE PARKING REQUIRED	RESIDENTIAL 2% OF UNIT	
	VAN ACCESSIBLE (1 IN 8)	1
	STANDARD ACCESSIBLE	6
	VISITOR/UNASSIGNED 5% OF PARKING	
	VAN ACCESSIBLE (1 IN 8)	1
	STANDARD ACCESSIBLE	0
	TOTAL	8
EV CHARGING SPACES *	MANDATORY 15%	48
	EV WITH 8' LOADING (1 IN 25 EV) ***	3
	TOTAL **	51

* ALL REQUIRED RESIDENTIAL EV (100%) TO BE 9' X 18'
** AT LEAST 1 EV SPACE IN COMMON USE AREA
*** NOT REQUIRED UNTIL CHARGERS ARE INSTALLED

APARTMENT REQUIRED PARKING SUMMARY

		LEVEL B1	LEVEL 1	TOTAL
RESIDENTIAL/ ASSIGNED	ACCESSIBLE (9'-0" X 18'-0") ¹	0	6	6
	VAN ACCESSIBLE (9'-0" X 18'-0") ²	0	1	1
	UNINSTALL (9'-0" X 15'-0")	127	98	225
	STALL IN MECH PALLET (9'-0" X 15'-0")	47	0	47
	STANDARD EVCS (9'-0" X 15'-0")	30	18	48
VISITORS/ UNASSIGNED	EVCS WITH 8' LOADING (9'-0" X 18'-0")	0	3	3
	VAN ACCESSIBLE (9'-0" X 18'-0")	0	1	1
	UNINSTALL (9'-0" X 15'-0")	0	5	5
	TOTAL	204	132	336

NOTES:
15% OF EV STALLS ON DAY 1. 1 IN EVERY 25 EV SPACES IS PROVIDED WITH 8' WIDE AISLE.
1 PER UNIT SPACES WILL BE EV READY SPACES. ALL STALLS ARE 9' X 18' TO ALLOW FOR 1 PER UNIT FUTURE CRITERIA. SOME STALL LOSS FROM THIS SUBMITTAL IS EXPECTED DURING FUTURE INSTALLATION AND INCREASE IN EV PERCENTAGE FOR ADDING 8' ACCESS AISLES.
1 STANDARD ACCESSIBLE STALLS TO HAVE AN ADJACENT ACCESS AISLE OF 5' MINIMUM.
2 VAN ACCESSIBLE STALLS TO HAVE AN ADJACENT ACCESS AISLE OF 8' MINIMUM.

APARTMENT PROVIDED PARKING SUMMARY



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Sheet Title:
APARTMENT
PARKING PLANS

Job No: 20004
Date: 6/12/2023
Scale: As indicated
Drawn By: Author

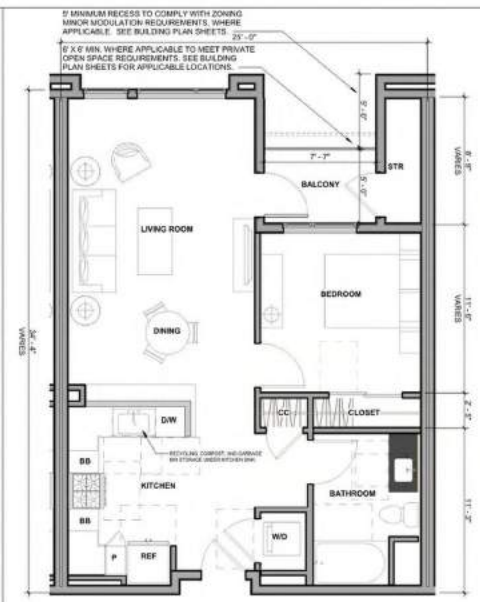
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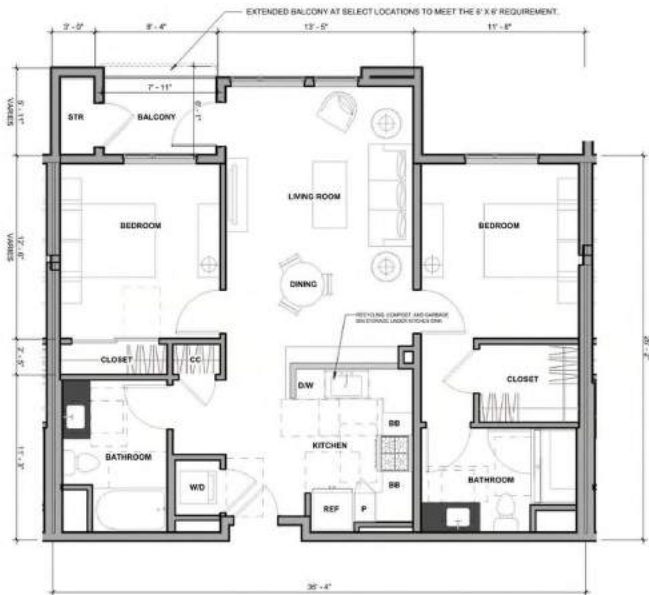
UNIT 2B 144" = 1'-0" 6



UNIT 1F 144" = 1'-0" 4



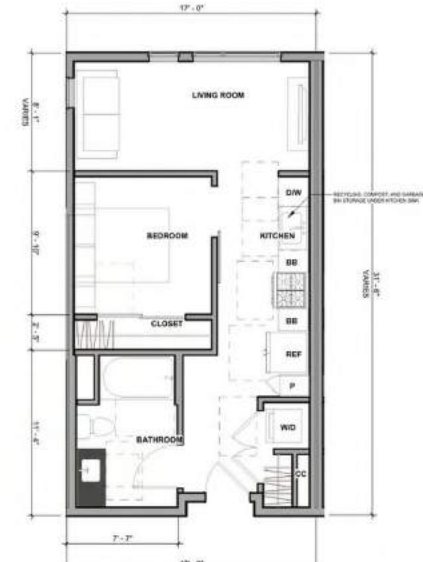
UNIT 1A 144" = 1'-0" 2



UNIT 2A 144" = 1'-0" 5



UNIT 1C 144" = 1'-0" 3



UNIT S 144" = 1'-0" 1



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Sheet Title:
APARTMENT
TYPICAL UNIT FLOOR
PLANS

Job No. 20004
Date: 6/12/2023
Scale: 1/4" = 1'-0"
Drawn By: Author

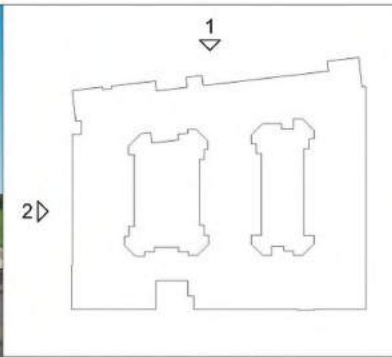
Sheet No:
A220



CONSTITUTION PERSPECTIVE



PASEO PERSPECTIVE



KEY MAP



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PASEO 1/16" = 1'-0" 2



CONSTITUTION DRIVE 1/16" = 1'-0" 1

LEGEND	
A1	CEMENT PLASTER - SMOKE
A2	CEMENT PLASTER - LIGHT GRAY
A3	CEMENT PLASTER - GRAY
A4	CEMENT PLASTER - DARK GRAY
A5	CEMENT PLASTER - YELLOW
B1	FIBER CEMENT PANEL - WHITE
B2	FIBER CEMENT PANEL - YELLOW
B3	FIBER CEMENT PANEL - GRAY
D1	PORCELAIN TILE
E1	FIBER CEMENT SIDING
W1	VINYL WINDOW, TYP.
W2	STOREFRONT, TYP.
R1	GLASS RAILING
R2	VERTICAL METAL RAILING
F1	GREENSCREEN

COLOR AND MATERIAL

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Sheet Title:
APARTMENT
BUILDING
ELEVATIONS

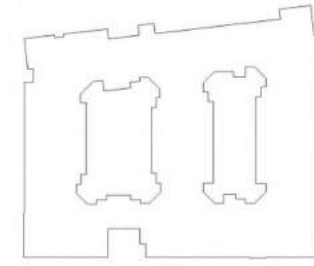
Job No: 20004
Date: 6/12/2023
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Sheet No:

A301



PUBLIC OPEN SPACE PERSPECTIVE



KEY MAP



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EAST 1/16" = 1'-0" 2



PUBLIC OPEN SPACE / SOUTH 1/16" = 1'-0" 1

LEGEND	
A1	CEMENT PLASTER - SMOKE
A2	CEMENT PLASTER - LIGHT GRAY
A3	CEMENT PLASTER - GRAY
A4	CEMENT PLASTER - DARK GRAY
A5	CEMENT PLASTER - YELLOW
B1	FIBER CEMENT PANEL - WHITE
B2	FIBER CEMENT PANEL - YELLOW
B3	FIBER CEMENT PANEL - GRAY
D1	PORCELAIN TILE
E1	FIBER CEMENT SIDING
W1	VINYL WINDOW, TYP.
W2	STOREFRONT, TYP.
R1	GLASS RAILING
R2	VERTICAL METAL RAILING
F1	GREENSCREEN

COLOR AND MATERIAL

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ELEVATIONS**

Job No: 20004
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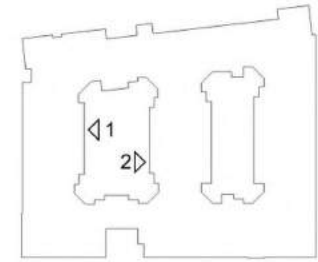
Sheet No:
A302



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KEY MAP



WEST COURTYARD - EAST 1/16" = 1'-0" 2



WEST COURTYARD - WEST 1/16" = 1'-0" 1

LEGEND	
A1	CEMENT PLASTER - SMOKE
A2	CEMENT PLASTER - LIGHT GRAY
A3	CEMENT PLASTER - GRAY
A4	CEMENT PLASTER - DARK GRAY
A5	CEMENT PLASTER - YELLOW
B1	FIBER CEMENT PANEL - WHITE
B2	FIBER CEMENT PANEL - YELLOW
B3	FIBER CEMENT PANEL - GRAY
D1	PORCELAIN TILE
E1	FIBER CEMENT SIDING
W1	VINYL WINDOW, TYP.
W2	STOREFRONT, TYP.
R1	GLASS RAILING
R2	VERTICAL METAL RAILING
F1	GREENSCREEN

COLOR AND MATERIAL

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Job No. 20004
Date: 6/12/2023
Scale: As indicated
Drawn By: Author

Sheet No:

A303

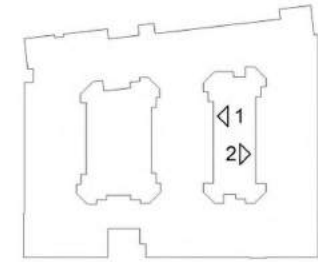


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KEY MAP



EAST COURTYARD - EAST 1/16" = 1'-0" 2



EAST COURTYARD - WEST 1/16" = 1'-0" 1

LEGEND	
A1	CEMENT PLASTER - SMOKE
A2	CEMENT PLASTER - LIGHT GRAY
A3	CEMENT PLASTER - GRAY
A4	CEMENT PLASTER - DARK GRAY
A5	CEMENT PLASTER - YELLOW
B1	FIBER CEMENT PANEL - WHITE
B2	FIBER CEMENT PANEL - YELLOW
B3	FIBER CEMENT PANEL - GRAY
D1	PORCELAIN TILE
E1	FIBER CEMENT SIDING
W1	VINYL WINDOW, TYP.
W2	STOREFRONT, TYP.
R1	GLASS RAILING
R2	VERTICAL METAL RAILING
F1	GREENSCREEN

COLOR AND MATERIAL

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ELEVATIONS
(COURTYARDS)
Job No. 20004
Date: 6/12/2023
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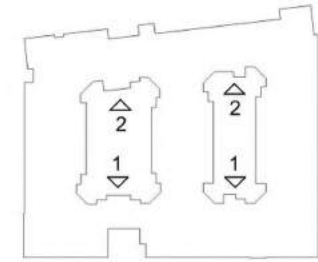


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KEY MAP



COURTYARD - NORTH 1/16" = 1'-0" 2



COURTYARD - SOUTH 1/16" = 1'-0" 1

LEGEND	
A1	CEMENT PLASTER - SMOKE
A2	CEMENT PLASTER - LIGHT GRAY
A3	CEMENT PLASTER - GRAY
A4	CEMENT PLASTER - DARK GRAY
A5	CEMENT PLASTER - YELLOW
B1	FIBER CEMENT PANEL - WHITE
B2	FIBER CEMENT PANEL - YELLOW
B3	FIBER CEMENT PANEL - GRAY
D1	PORCELAIN TILE
E1	FIBER CEMENT SIDING
W1	VINYL WINDOW, TYP.
W2	STOREFRONT, TYP.
R1	GLASS RAILING
R2	VERTICAL METAL RAILING
F1	GREENSCREEN

COLOR AND MATERIAL

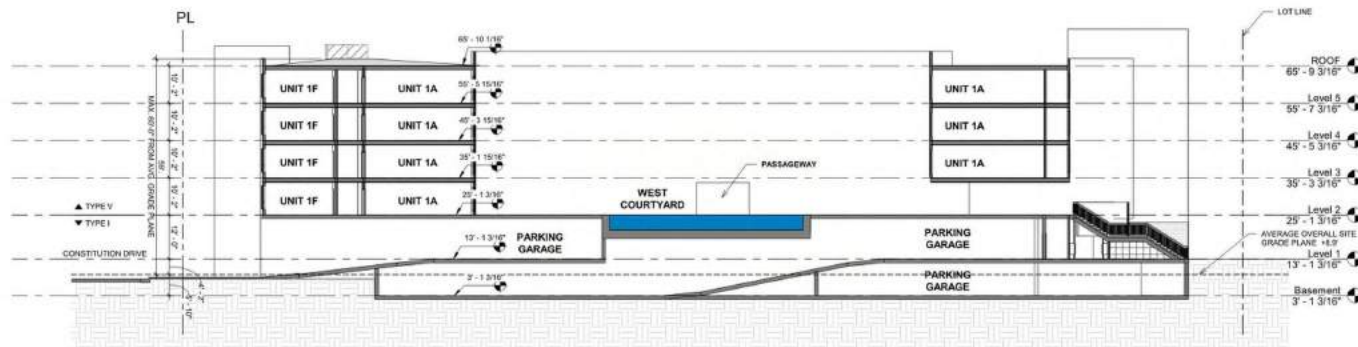
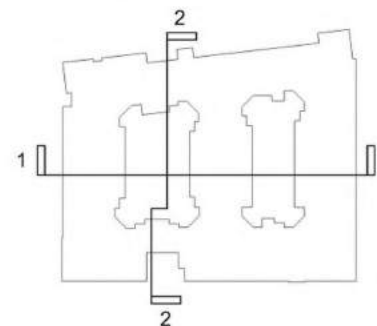
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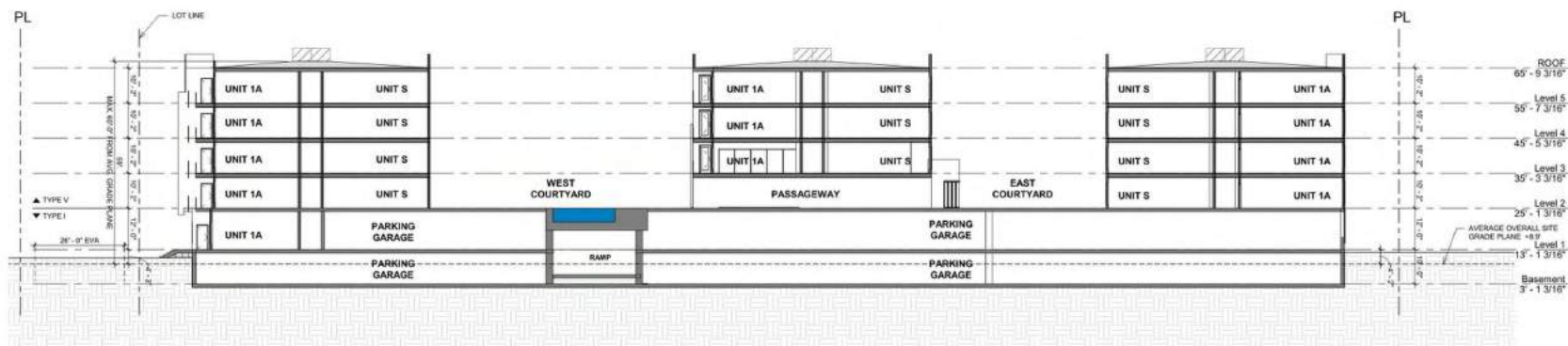
Sheet Title:
**APARTMENT
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Job No. 20004
Date: 6/12/2023
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Sheet No:

A305



NORTH TO SOUTH SECTION 1/16" = 1'-0" 2



WEST TO EAST SECTION 1/16" = 1'-0" 1

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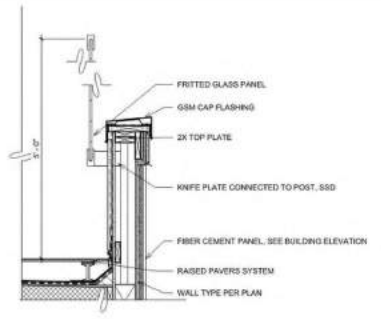
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Sheet Title:
APARTMENT
BUILDING SECTIONS

Job No: 20004
Date: 6/12/2023
Scale: As indicated
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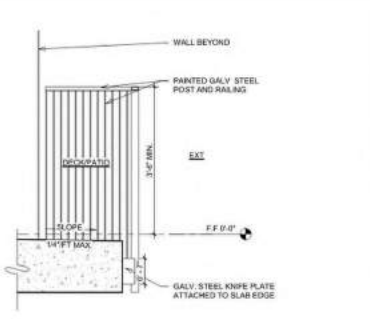
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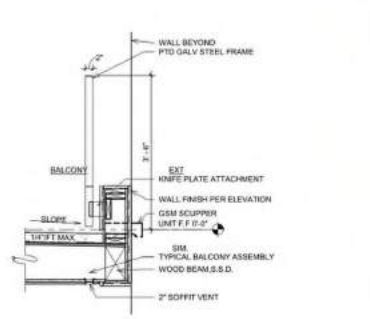
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ROOF DECK GLASS RAILING SECTION 3/4" = 1'-0" 5



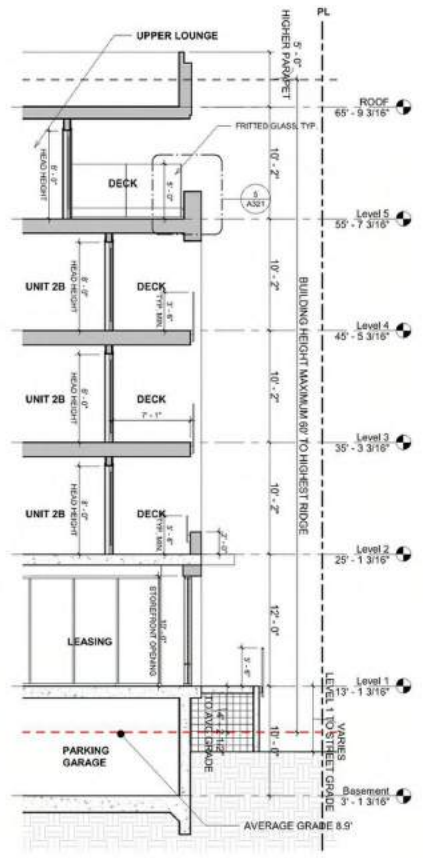
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VERTICAL RAILING @ CONCRETE SECTION 3/4" = 1'-0" 4

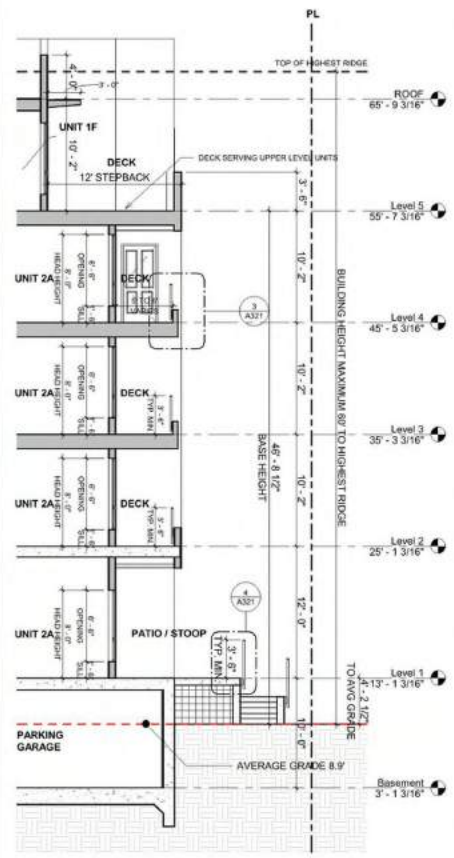


NOTE: DETAILS AND SECTIONS ARE FOR SCHEMATIC REPRESENTATION ONLY.

VERTICAL RAILING BALCONY LOW WALL SECTION 3/4" = 1'-0" 3



CONSTITUTION LEASING WALL SECTION 3/16" = 1'-0" 2



CONSTITUTION STEPBACK WALL SECTION 3/16" = 1'-0" 1

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Sheet Title:
APARTMENT
SCHEMATIC WALL
SECTIONS

Job No: 20004
Date: 6/12/2023
Scale: As Indicated
Drawn By: Author

Sheet No:
A321



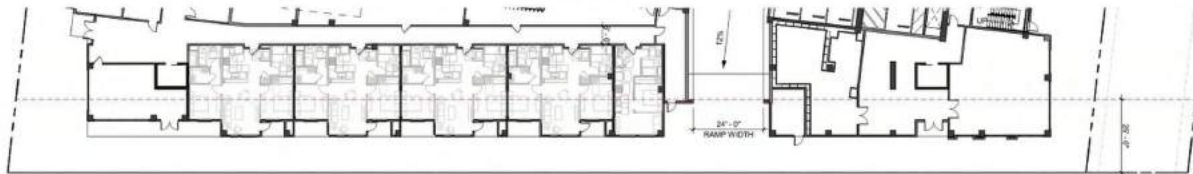
LENGTH OF BUILDING FRONTAGE: 330' - 5"
 MIN. FRONTAGE ABOVE 55' - 0"
 STEPBACKS MORE THAN 10' - 0": $330' - 5" \times 75\% = 247' - 10"$
 PROPOSED STEPBACK ON UPPER STORY: $155' - 10" + 96' - 9" = 252' - 7"$
 $252' - 7" > 247' - 10"$



CONSTITUTION DRIVE 1" = 20'-0" 2

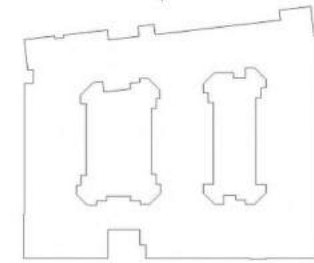


LENGTH OF BUILDING FRONTAGE: 328' - 8"
 MIN. FRONTAGE WITHIN SETBACKS: $328' - 8" \times 60\% = 197' - 3"$
 PROPOSED FRONTAGE WITHIN SETBACKS: $196' - 9" + 96' - 0" = 292' - 9"$
 $292' - 9" > 197' - 3"$



CONSTITUTION DRIVE 1" = 20'-0" 1

1 & 2



KEY MAP

Municipal Code 16.45.120 (1) - Build-to Area Requirement:
 Minimum 60% of building frontage at the ground floor, as a percentage of the street frontage length, must be located within the area of the lot between the minimum (0') and maximum (25') setback lines parallel to the street.

Project compliance:
 At least 60% of building frontage located between the minimum and maximum setback lines.
 Portion of building frontage located between minimum and maximum setback lines.
 --- Ground level height

Municipal Code 16.45.120 (2) - Minimum Stepback:
 10' for a minimum of 75% of the building face along public streets for the building's upper stories. A maximum of 25% of the building face along public streets may be expected from this standard in order to provide architectural variation.

Project compliance:
 Building steps back at least 10' for 75% of the building face on the upper stories.
 Stepped back portion of the building
 --- 5th Level

Municipal Code 16.45.120 (2) - Building Projections:
 Maximum 6' from the required setback for portions of the building above the ground floor.

Project compliance:
 All building projections above ground floor are within 6' from required setback.

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Sheet Title:
 APT ZONING
 DIAGRAM
 BASE HEIGHT
 75% STEPBACK
 Job No. 20004
 Date: 6/12/2023
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Sheet No:
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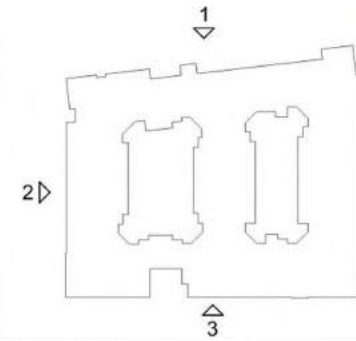
SOUTH SIDE 1" = 20'-0" 3



PASEO 1" = 20'-0" 2



CONSTITUTION DRIVE 1" = 20'-0" 1



KEY MAP

Municipal Code 16.45.129 (2) - Major Building Modulations:
Minimum are recess of 15 wide by 10' deep per 200' of facade length facing publicly accessible spaces (streets, open space, and paseo) applicable from the ground level to the top of the building's base height.

- ✓ **Project compliance:**
At least one major building recess provided every 200' of facade on Constitution elevation, west elevation, and south elevation.
- ☐ Major building recess.



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Sheet Title:
APT ZONING
DIAGRAM MAJOR
BUILDING
MODULATIONS
Job No. 20004
Date: 6/12/2023
Scale: As indicated
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Sheet No:

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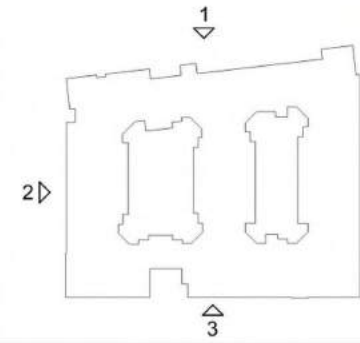
SOUTH SIDE 1" = 20'-0" 3



PASEO 1" = 20'-0" 2



CONSTITUTION DRIVE 1" = 20'-0" 1



KEY MAP

- Municipal Code 16.45.120 (2) - Minor Building Modulations:**
Minimum one recess of 5' wide by 5' deep per 50' of facade length facing publicly accessible spaces (streets, open space, and paseo).
- Building projections spaced no more than 50' apart with a minimum of 3' depth and 5' width may satisfy this requirements in lieu of a recess.
- ✓ **Project compliance:**
At least one major building recess provided every 50' of facade.
 - Minor building recess



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DIAGRAM MINOR
BUILDING
MODULATIONS
Job No. 20004
Date: 6/12/2023
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A403



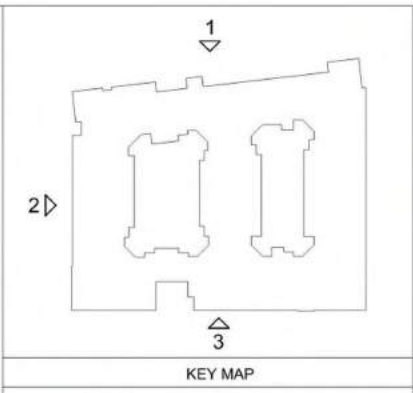
SOUTH SIDE 1" = 20'-0" 3



PASEO 1" = 20'-0" 2



CONSTITUTION DRIVE 1" = 20'-0" 1



KEY MAP

Municipal Code 16.45.120 (3) - Building Entrances:
One entrance every 100' of building length along a public street or paseo

✓ **Project compliance:**
At least one entrance is provided every 100'.

- Building Entrance
- Garage Opening



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Sheet Title:
**APT ZONING
DIAGRAM BUILDING
ENTRANCES**

Job No: 20004
Date: 6/12/2023
Scale: As indicated
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Sheet No:
A404



MINIMUM REQUIRED GLAZING AREA: 4,080 SF X 30% = 1,224 SF
TRANSPARENT GLAZING PROVIDED: 1,657 SF > 1,224 SF

SOUTH SIDE 1" = 20'-0" 3



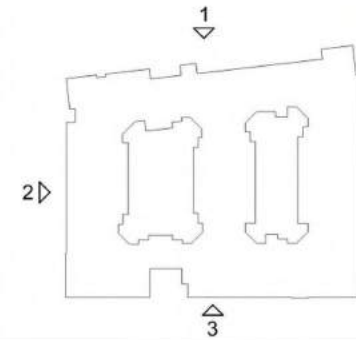
MINIMUM REQUIRED GLAZING AREA: 3,018 SF X 30% = 905 SF
TRANSPARENT GLAZING PROVIDED: 1,245 SF > 905 SF

PASEO 1" = 20'-0" 2



MINIMUM REQUIRED GLAZING AREA: 3,966 SF X 30% = 1,190 SF
TRANSPARENT GLAZING PROVIDED: 1,278 SF > 1,190 SF

CONSTITUTION DRIVE 1" = 20'-0" 1



KEY MAP

- Municipal Code 16.45.120 (3) - Ground floor transparency:
Minimum 30% for residential uses and 50% of commercial uses of the ground floor facade that must provide visual transparency
- ✓ **Project compliance:**
Transparent glazing exceeds 30% of residential uses and 50% of commercial uses of the ground floor facade
 - Ground level transparent glazing surface
 - Ground level opaque surface
 - Ground level height
- Municipal Code 16.45.120 (3) - Minimum ground floor height along street frontage:
17' for residential uses
- ✓ **Project compliance:**
The ground level is 17'-0".
 - Ground level height



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Sheet Title:
APT ZONING
DIAGRAM GLAZING

Job No: 20004
Date: 6/12/2023
Scale: As indicated
Drawn By: Author

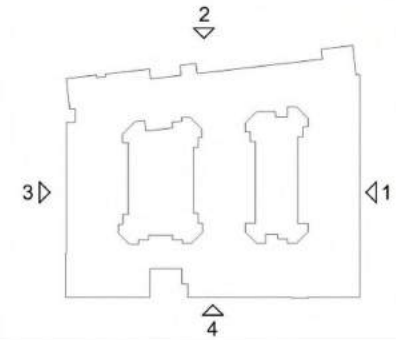
Sheet No:

A405



MAXIMUM WALL AREA OF STUCCO = 19,337 SF 19,337 SF X 50% = 9,669 SF
WALL AREA OF STUCCO PROVIDED = 5,012 SF 5,012 SF < 9,669 SF

SOUTH SIDE 1" = 20'-0" 4



KEY MAP

Municipal Code 16.45.120 (6) - Building Materials:
Stucco shall not be used on more than 50% of the building facade.

✓ **Project compliance:**
Use of stucco is less than 50% of the building facade.

- Stucco
- Edge of building

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MAXIMUM WALL AREA OF STUCCO = 14,649 SF 14,649 SF X 50% = 7,325 SF
WALL AREA OF STUCCO PROVIDED = 4,376 SF 4,376 SF < 7,325 SF

PASEO 1" = 20'-0" 3



MAXIMUM WALL AREA OF STUCCO = 20,907 SF 20,907 SF X 50% = 10,454 SF
WALL AREA OF STUCCO PROVIDED = 6,141 SF 6,141 SF < 10,454 SF

CONSTITUTION DRIVE 1" = 20'-0" 2



MAXIMUM WALL AREA OF STUCCO = 16,485 SF 16,485 SF X 50% = 8,243 SF
WALL AREA OF STUCCO PROVIDED = 5,605 SF 5,605 SF < 8,243 SF

EAST SIDE 1" = 20'-0" 1

Sheet Title:
APT ZONING
DIAGRAM
PERCENTAGE
STUCCO

Job No: 20004
Date: 6/12/2023
Scale: As indicated
Drawn By: Author

Sheet No:
A406



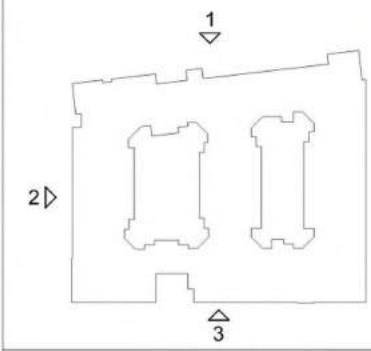
SOUTH SIDE 1" = 20'-0" 3



PASEO 1" = 20'-0" 2



CONSTITUTION DRIVE 1" = 20'-0" 1



KEY MAP

Municipal Code 16.45.120 (3) - Awnings, Signs and Canopies:
Maximum 7' horizontal projection

✓ **Project compliance:**
All awnings and canopies project less than 7' horizontally from face of building. A minimum vertical clearance of 8' from finished grade to the bottom of the projection is required.

Projecting awnings and canopies

Municipal Code 16.45.120 (6) - Roof Line:
Roof lines and eaves adjacent to street-facing facade shall vary across a building, including a four-foot minimum height modulation to break visual monotony and create a visually interesting skyline as seen from public streets.

✓ **Project compliance:**
Roof line varies across the building, including a four-foot minimum height modulation.

— Roof Line

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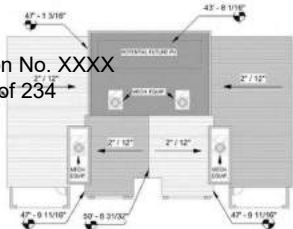
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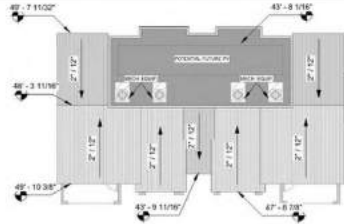
Sheet Title:
APT ZONING
DIAGRAM ROOF LINE

Job No. 20004
Date: 6/12/2023
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Sheet No:
A407



4-PLEX MARKET-RATE TOWNHOME ROOF B 1/16" = 1'-0" 10



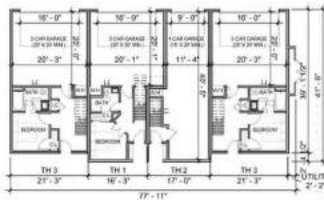
4-PLEX MARKET-RATE TOWNHOME ROOF A 1/16" = 1'-0" 9



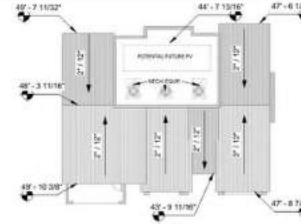
4-PLEX MARKET-RATE TOWNHOME L3 1/16" = 1'-0" 8



4-PLEX MARKET-RATE TOWNHOME L2 1/16" = 1'-0" 7



4-PLEX MARKET-RATE TOWNHOME L1 1/16" = 1'-0" 6



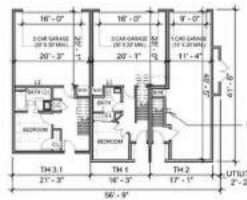
3-PLEX MARKET-RATE TOWNHOME ROOF A 1/16" = 1'-0" 4



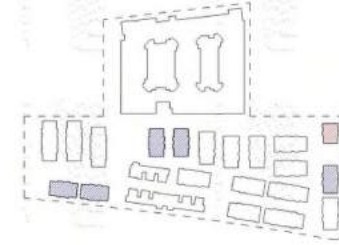
3-PLEX MARKET-RATE TOWNHOME L3 1/16" = 1'-0" 3



3-PLEX MARKET-RATE TOWNHOME L2 1/16" = 1'-0" 2



3-PLEX MARKET-RATE TOWNHOME L1 1/16" = 1'-0" 1



3-PLEX TOWNHOME
4-PLEX TOWNHOME

KEY MAP

*SPOT ELEVATIONS ARE MEASURED TO 0' SEA LEVEL. AVERAGE NATURAL GRADE PLANE IS 8.9'. ACTUAL BUILDING HEIGHT IS 8.9' LESS THAN THE SPOT ELEVATIONS.



TOWNHOMES BIKE STORAGE:
DERO WALL RACK OR SIMILAR STORES UP TO (2) TWO BIKES AND IS FULLY U-LOCK COMPATIBLE.

TOWNHOME AREA SUMMARY (GROSS FLOOR AREA CALCULATIONS)		
TOWNHOME TYPE	3-PLEX	4-PLEX
COUNT	1	5
LEVEL 1	755 SF	1,140 SF
LEVEL 2	2,118 SF	2,947 SF
LEVEL 3	2,125 SF	2,955 SF
UTILITY BOX	29 SF	29 SF
PER BUILDING	5,027 SF	7,072 SF
TOTAL (INCLUDED IN FAR)	5,027 SF	35,358 SF
DECK PER TYPE	267 SF	371 SF
DECK TOTAL	267 SF	1,854 SF
GARAGE (NOT IN FAR)	1,408 SF	1,850 SF
GARAGE TOTAL	1,408 SF	9,252 SF

AREA SUMMARY



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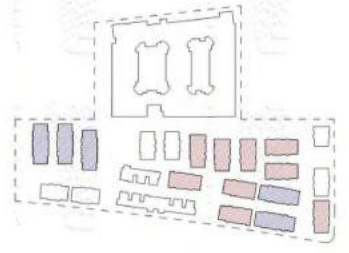
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Sheet Title:
**TOWNHOMES
BUILDING PLANS
3-PLEX AND 4-PLEX**

Job No. 20004
Date: 6/12/2023
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Sheet No.:

A501



5-PLEX TOWNHOME
6-PLEX TOWNHOME

KEY MAP

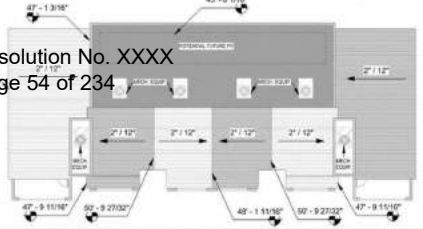
*SPOT ELEVATIONS ARE MEASURED TO 0' SEA LEVEL. AVERAGE NATURAL GRADE PLANE IS 8.9'. ACTUAL BUILDING HEIGHT IS 8.9' LESS THAN THE SPOT ELEVATIONS.



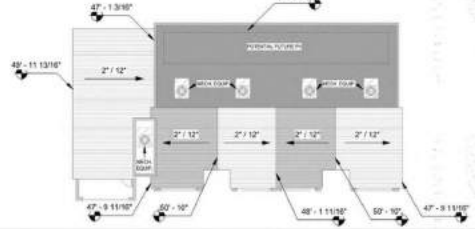
TOWNHOMES BIKE STORAGE:
DERO WALL RACK OR SIMILAR STORES UP TO (2) TWO BIKES AND IS FULLY U-LOCK COMPATIBLE.

TOWNHOME AREA SUMMARY (GROSS FLOOR AREA CALCULATIONS)		
TOWNHOME TYPE	5-PLEX	6-PLEX
COUNT	9	5
LEVEL 1	1,131 SF	1,520 SF
LEVEL 2	3,403 SF	4,231 SF
LEVEL 3	3,419 SF	4,248 SF
UTILITY BOX	29 SF	29 SF
PER BUILDING	7,982 SF	10,029 SF
TOTAL (INCLUDED IN FAR)	71,842 SF	50,143 SF
DECK PER TYPE	431 SF	534 SF
DECK TOTAL	3,876 SF	2,670 SF
GARAGE (NOT IN FAR)	2,359 SF	2,799 SF
GARAGE TOTAL	21,227 SF	13,963 SF

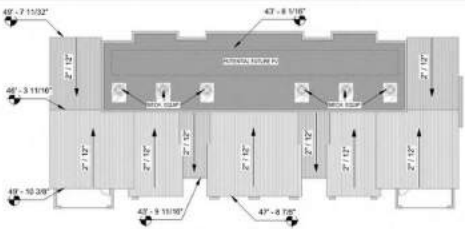
AREA SUMMARY



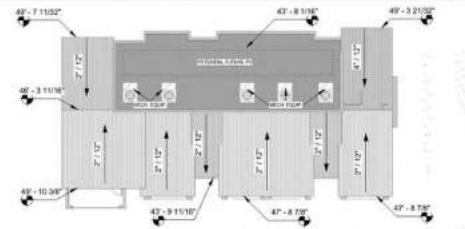
6-PLEX MARKET-RATE TOWNHOME ROOF B 1/16" = 1'-0" 10



5-PLEX MARKET-RATE TOWNHOME ROOF B 1/16" = 1'-0" 5



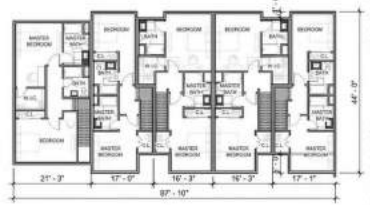
6-PLEX MARKET-RATE TOWNHOME ROOF A 1/16" = 1'-0" 9



5-PLEX MARKET-RATE TOWNHOME ROOF A 1/16" = 1'-0" 4



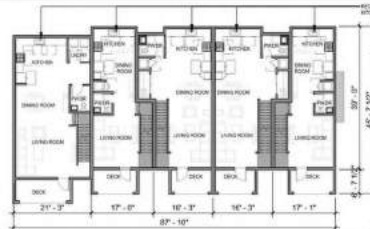
6-PLEX MARKET-RATE TOWNHOME L3 1/16" = 1'-0" 8



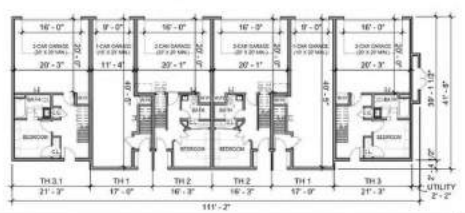
5-PLEX MARKET-RATE TOWNHOME L3 1/16" = 1'-0" 3



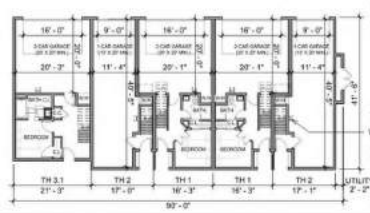
6-PLEX MARKET-RATE TOWNHOME L2 1/16" = 1'-0" 7



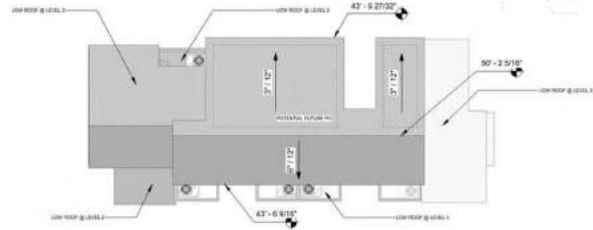
5-PLEX MARKET-RATE TOWNHOME L2 1/16" = 1'-0" 2



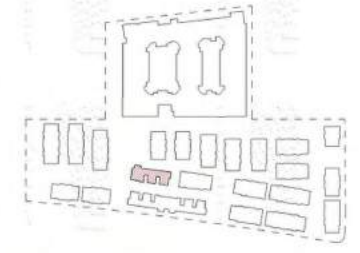
6-PLEX MARKET-RATE TOWNHOME L1 1/16" = 1'-0" 6



5-PLEX MARKET-RATE TOWNHOME L1 1/16" = 1'-0" 1



6-PLEX AFFORDABLE TOWNHOME ROOF A 1/16" = 1'-0" 4



6-PLEX TOWNHOME

*SPOT ELEVATIONS ARE MEASURED TO 0' SEA LEVEL. AVERAGE NATURAL GRADE PLANE IS 8.9'. ACTUAL BUILDING HEIGHT IS 8.9' LESS THAN THE SPOT ELEVATIONS.



6-PLEX AFFORDABLE TOWNHOME L3 1/16" = 1'-0" 3

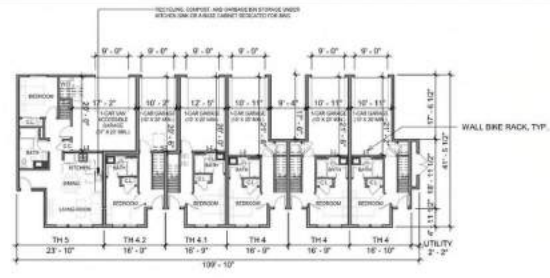


TOWNHOMES BIKE STORAGE:
DERO WALL RACK OR SIMILAR STORES UP TO (2) TWO BIKES AND IS FULLY U-LOCK COMPATIBLE.



6-PLEX AFFORDABLE TOWNHOME L2 1/16" = 1'-0" 2

TOWNHOME AREA SUMMARY (GROSS FLOOR AREA CALCULATIONS)	
TOWNHOME TYPE	6-PLEX AFFORDABLE
COUNT	1
LEVEL 1	2,338 SF
LEVEL 2	3,904 SF
LEVEL 3	2,188 SF
UTILITY BOX	29 SF
PER BUILDING	8,460 SF
TOTAL (INCLUDED IN FAR)	8,460 SF
DECK PER TYPE	159 SF
DECK TOTAL	159 SF
GARAGE (NOT IN FAR)	1,667 SF
GARAGE TOTAL	1,667 SF



6-PLEX AFFORDABLE TOWNHOME L1 1/16" = 1'-0" 1

AREA SUMMARY

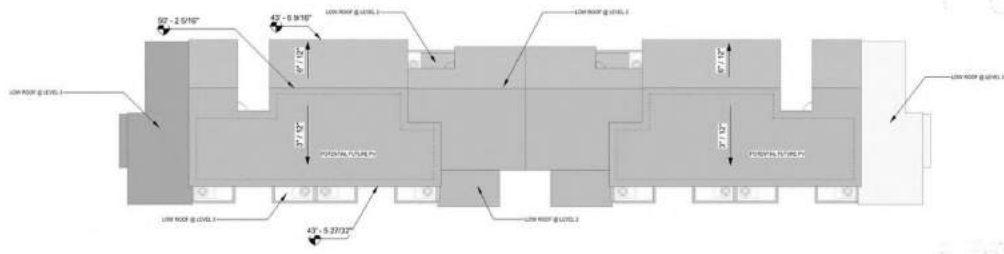
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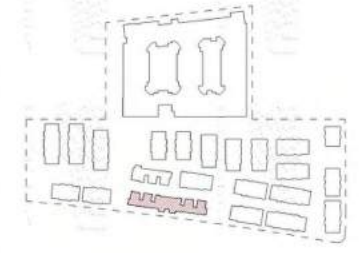
Sheet Title:
**TOWNHOMES
BUILDING PLANS AFF
6-PLEX**

Job No: 20004
Date: 6/12/2023
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Sheet No:
A503

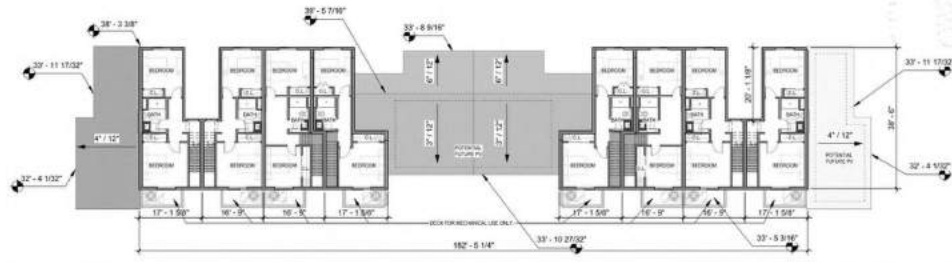


12-PLEX AFFORDABLE TOWNHOME ROOF 1/16" = 1'-0" 4



12-PLEX TOWNHOME

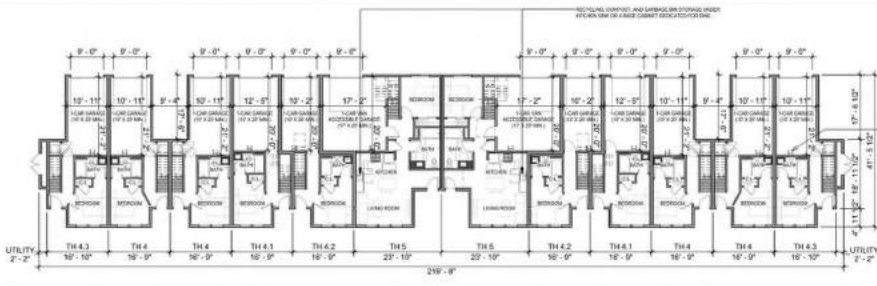
*SPOT ELEVATIONS ARE MEASURED TO 0' SEA LEVEL. AVERAGE NATURAL GRADE PLANE IS 8.9'. ACTUAL BUILDING HEIGHT IS 8.9' LESS THAN THE SPOT ELEVATIONS.



12-PLEX AFFORDABLE TOWNHOME L3 1/16" = 1'-0" 3



12-PLEX AFFORDABLE TOWNHOME L2 1/16" = 1'-0" 2



12-PLEX AFFORDABLE TOWNHOME L1 1/16" = 1'-0" 1



TOWNHOMES BIKE STORAGE:
DERO WALL RACK OR SIMILAR STORES UP TO (2) TWO BIKES AND IS FULLY U-LOCK COMPATIBLE.

TOWNHOME AREA SUMMARY (GROSS FLOOR AREA CALCULATIONS)	
TOWNHOME TYPE	12-PLEX AFFORDABLE
COUNT	1
LEVEL 1	4,664 SF
LEVEL 2	7,809 SF
LEVEL 3	4,376 SF
UTILITY BOX	59 SF
PER BUILDING	16,909 SF
TOTAL (INCLUDED IN FAR)	16,909 SF
DECK PER TYPE	317 SF
DECK TOTAL	317 SF
GARAGE (NOT IN FAR)	3,346 SF
GARAGE TOTAL	3,346 SF

AREA SUMMARY

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TOWNHOMES BUILDING PLANS AFF 12-PLEX

Job No. 20004
Date: 6/12/2023
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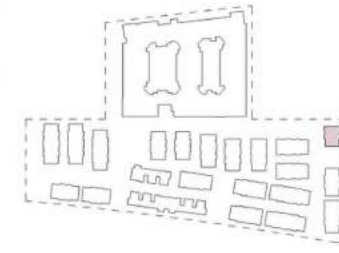
Sheet No:
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TOWNHOME A 3-PLEX - FRONT

1/16" = 1'-0"

4



TOWNHOME A

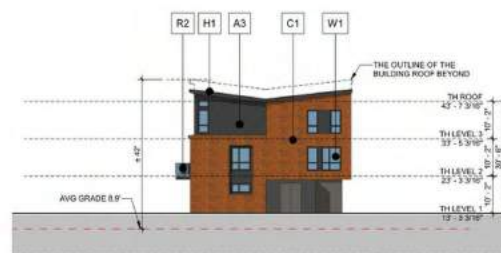
KEY MAP



TOWNHOME A 3-PLEX - REAR

1/16" = 1'-0"

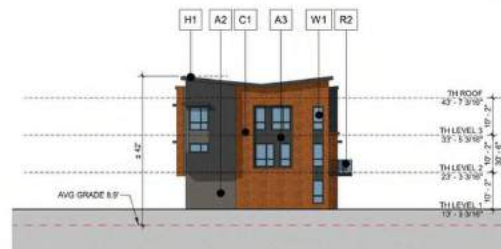
3



TOWNHOME A 3-PLEX - SIDE 1

1/16" = 1'-0"

2



TOWNHOME A 3-PLEX - SIDE 2

1/16" = 1'-0"

1

LEGEND	
A2	CEMENT PLASTER - LIGHT GRAY
A3	CEMENT PLASTER - GRAY
B1	FIBER CEMENT PANEL - WHITE
B2	FIBER CEMENT PANEL - GRAY
E1	FIBER CEMENT SIDING - BROWN
E2	FIBER CEMENT SIDING - YELLOW
E3	FIBER CEMENT SIDING - LIGHT GRAY
E4	FIBER CEMENT SIDING - DARK GRAY
C1	BRICK VENEER
H1	METAL SEAMED ROOF
H2	ASPHALT SHINGLES ROOF
W1	VINYL WINDOW, TYP.
W3	PANELIZED GARAGE DOOR
R2	VERTICAL METAL RAILING

COLOR AND MATERIAL



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Sheet Title:
TOWNHOMES ELEVATIONS A 3-PLEX

Job No: 20004
Date: 6/12/2023
Scale: As indicated
Drawn By: Author

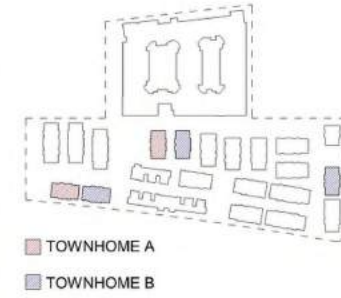
Sheet No:
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TOWNHOME B 4-PLEX - FRONT 1/16" = 1'-0" 8



TOWNHOME A 4-PLEX - FRONT 1/16" = 1'-0" 4



TOWNHOME A
TOWNHOME B

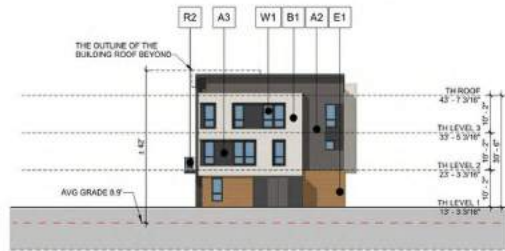
KEY MAP



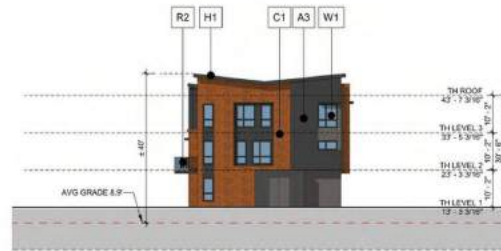
TOWNHOME B 4-PLEX - REAR 1/16" = 1'-0" 7



TOWNHOME A 4-PLEX - REAR 1/16" = 1'-0" 3



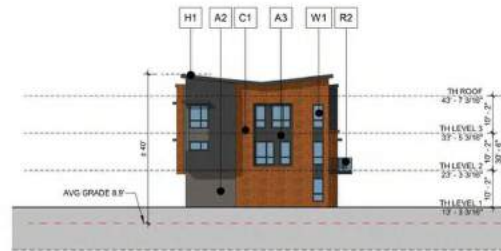
TOWNHOME B 4-PLEX - SIDE 1 1/16" = 1'-0" 6



TOWNHOME A 4-PLEX - SIDE 1 1/16" = 1'-0" 2



TOWNHOME B 4-PLEX - SIDE 2 1/16" = 1'-0" 5



TOWNHOME A 4-PLEX - SIDE 2 1/16" = 1'-0" 1

LEGEND	
A2	CEMENT PLASTER - LIGHT GRAY
A3	CEMENT PLASTER - GRAY
B1	FIBER CEMENT PANEL - WHITE
B2	FIBER CEMENT PANEL - GRAY
E1	FIBER CEMENT SIDING - BROWN
E2	FIBER CEMENT SIDING - YELLOW
E3	FIBER CEMENT SIDING - LIGHT GRAY
E4	FIBER CEMENT SIDING - DARK GRAY
C1	BRICK VENEER
H1	METAL SEAMED ROOF
H2	ASPHALT SHINGLES ROOF
W1	VINYL WINDOW, TYP.
W3	PANELIZED GARAGE DOOR
R2	VERTICAL METAL RAILING

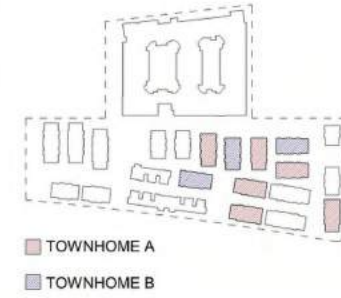
COLOR AND MATERIAL



TOWNHOME B 5-PLEX - FRONT 1/16" = 1'-0" 8



TOWNHOME A 5-PLEX - FRONT 1/16" = 1'-0" 4



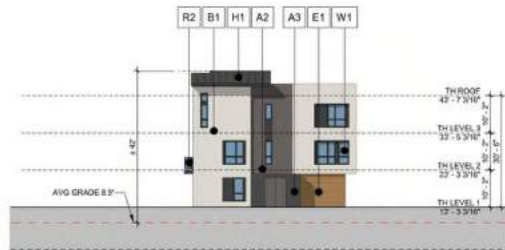
KEY MAP



TOWNHOME B 5-PLEX - REAR 1/16" = 1'-0" 7



TOWNHOME A 5-PLEX - REAR 1/16" = 1'-0" 3



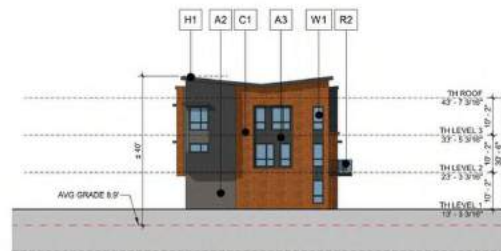
TOWNHOME B 5-PLEX - SIDE 1 1/16" = 1'-0" 6



TOWNHOME A 5-PLEX - SIDE 1 1/16" = 1'-0" 2



TOWNHOME B 5-PLEX - SIDE 2 1/16" = 1'-0" 5



TOWNHOME A 5-PLEX - SIDE 2 1/16" = 1'-0" 1

LEGEND	
A2	CEMENT PLASTER - LIGHT GRAY
A3	CEMENT PLASTER - GRAY
B1	FIBER CEMENT PANEL - WHITE
B2	FIBER CEMENT PANEL - GRAY
E1	FIBER CEMENT SIDING - BROWN
E2	FIBER CEMENT SIDING - YELLOW
E3	FIBER CEMENT SIDING - LIGHT GRAY
E4	FIBER CEMENT SIDING - DARK GRAY
C1	BRICK VENEER
H1	METAL SEALED ROOF
H2	ASPHALT SHINGLES ROOF
W1	VINYL WINDOW, TYP.
W3	PANELIZED GARAGE DOOR
R2	VERTICAL METAL RAILING

COLOR AND MATERIAL

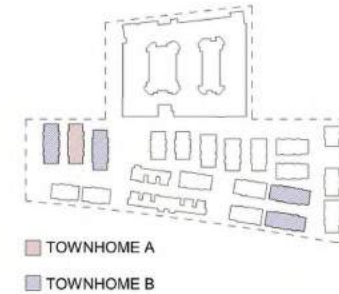
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TOWNHOME B 6-PLEX - FRONT 1/16" = 1'-0" 8



TOWNHOME A 6-PLEX - FRONT 1/16" = 1'-0" 4



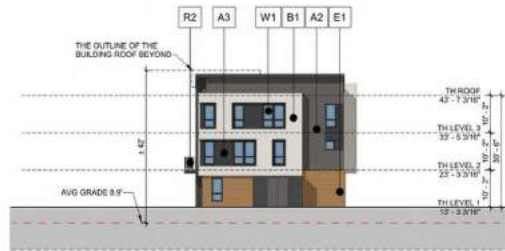
KEY MAP



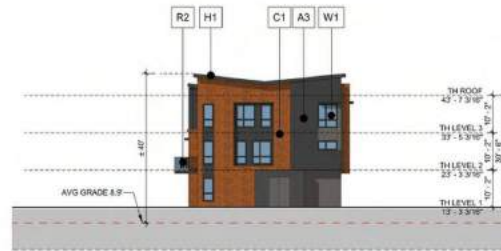
TOWNHOME B 6-PLEX - REAR 1/16" = 1'-0" 7



TOWNHOME A 6-PLEX - REAR 1/16" = 1'-0" 3



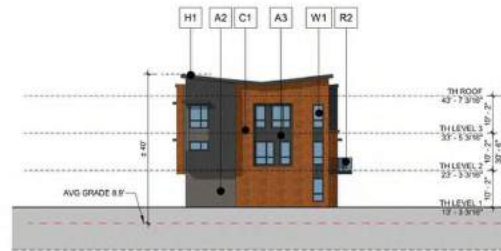
TOWNHOME B 6-PLEX - SIDE 1 1/16" = 1'-0" 6



TOWNHOME A 6-PLEX - SIDE 1 1/16" = 1'-0" 2



TOWNHOME B 6-PLEX - SIDE 2 1/16" = 1'-0" 5



TOWNHOME A 6-PLEX - SIDE 2 1/16" = 1'-0" 1

LEGEND	
A2	CEMENT PLASTER - LIGHT GRAY
A3	CEMENT PLASTER - GRAY
B1	FIBER CEMENT PANEL - WHITE
B2	FIBER CEMENT PANEL - GRAY
E1	FIBER CEMENT SIDING - BROWN
E2	FIBER CEMENT SIDING - YELLOW
E3	FIBER CEMENT SIDING - LIGHT GRAY
E4	FIBER CEMENT SIDING - DARK GRAY
C1	BRICK VENEER
H1	METAL SEAMED ROOF
H2	ASPHALT SHINGLES ROOF
W1	VINYL WINDOW, TYP.
W3	PANELIZED GARAGE DOOR
R2	VERTICAL METAL RAILING

COLOR AND MATERIAL



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Sheet Title:
TOWNHOMES ELEVATIONS A AND B 6-PLEX

Job No: 20004
 Date: 6/12/2023
 Scale: As indicated
 Drawn By: Author

Sheet No:
A604



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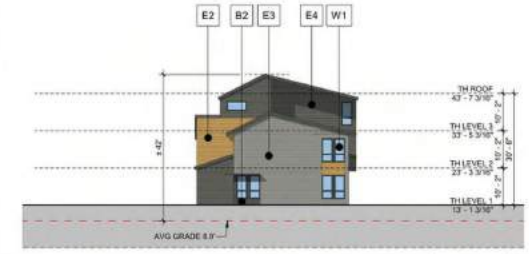


6-PLEX TOWNHOME
12-PLEX TOWNHOME

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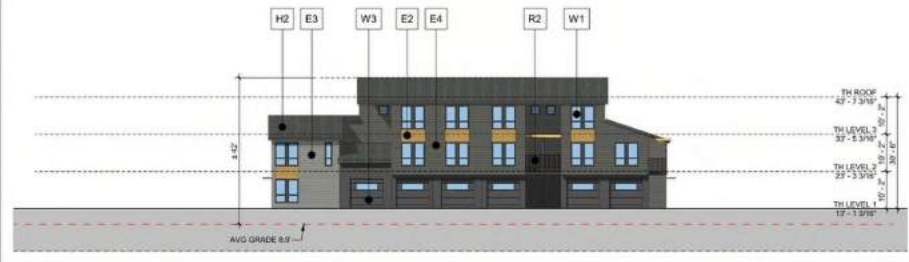


AFFORDABLE TOWNHOME C 6-PLEX - FRONT 1/16" = 1'-0" 8



AFFORDABLE TOWNHOME C 6-PLEX - SIDE 1 1/16" = 1'-0" 4

KEY MAP



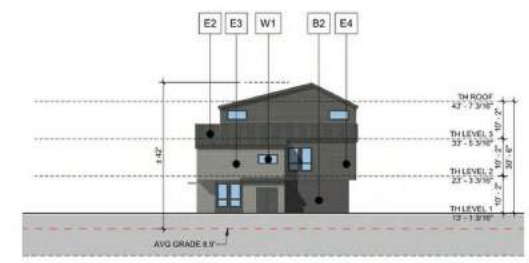
AFFORDABLE TOWNHOME C 6-PLEX - REAR 1/16" = 1'-0" 7



AFFORDABLE TOWNHOME C 6-PLEX - SIDE 2 1/16" = 1'-0" 3



AFFORDABLE TOWNHOME C 12-PLEX - FRONT 1/16" = 1'-0" 6



AFFORDABLE TOWNHOME C 12-PLEX - SIDE 1 1/16" = 1'-0" 2



AFFORDABLE TOWNHOME C 12-PLEX - REAR 1/16" = 1'-0" 5



AFFORDABLE TOWNHOME C 12-PLEX - SIDE 2 1/16" = 1'-0" 1

LEGEND	
A2	CEMENT PLASTER - LIGHT GRAY
A3	CEMENT PLASTER - GRAY
B1	FIBER CEMENT PANEL - WHITE
B2	FIBER CEMENT PANEL - GRAY
E1	FIBER CEMENT SIDING - BROWN
E2	FIBER CEMENT SIDING - YELLOW
E3	FIBER CEMENT SIDING - LIGHT GRAY
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H2	ASPHALT SHINGLES ROOF
W1	VINYL WINDOW, TYP.
W3	PANELIZED GARAGE DOOR
R2	VERTICAL METAL RAILING

COLOR AND MATERIAL

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Mountain View, CA

Sheet Title:
**TOWNHOMES
ELEVATIONS C
6-PLEX AND 12-PLEX**

Job No: 20004
Date: 6/12/2023
Scale: As indicated
Drawn By: Author

Sheet No:
A605



6-PLEX TOWNHOME A SECTION 1/16" = 1'-0" 6



5-PLEX TOWNHOME A SECTION 1/16" = 1'-0" 5



4-PLEX TOWNHOME A SECTION 1/16" = 1'-0" 4



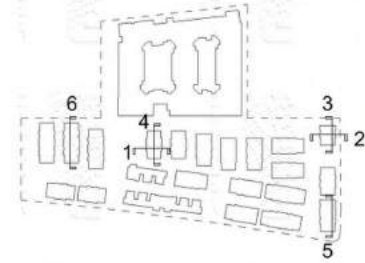
3-PLEX TOWNHOME A SECTION 1/16" = 1'-0" 3



TOWNHOME A SECTION WITH STOOP 1/16" = 1'-0" 2



TOWNHOME A SECTION 1/16" = 1'-0" 1



KEY MAP



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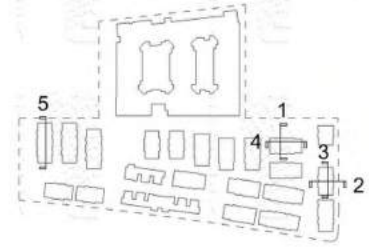
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Sheet Title:
TOWNHOME
BUILDING A
SECTIONS

Job No. 20004
Date: 6/12/2023
Scale: As indicated
Drawn By: Author

Sheet No.:

A621



KEY MAP



6-PLEX TOWNHOME B SECTION 1/16" = 1'-0" 5



5-PLEX TOWNHOME B SECTION 1/16" = 1'-0" 4



TOWNHOME B SECTION WITH STOOP 1/16" = 1'-0" 2



4-PLEX TOWNHOME B SECTION 1/16" = 1'-0" 3



TOWNHOME B SECTION 1/16" = 1'-0" 1

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Sheet Title:
TOWNHOME BUILDING B SECTIONS

Job No: 20004
Date: 6/12/2023
Scale: As indicated
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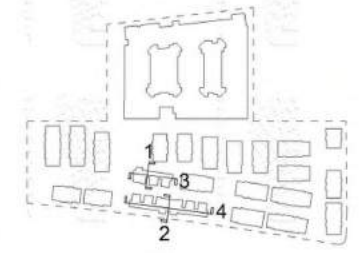
Sheet No:
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KEY MAP

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12-PLEX TOWNHOME C SECTION 1/16" = 1'-0" 4



12-PLEX TOWNHOME C SIDE SECTION WITH STOOP 1/16" = 1'-0" 2



6-PLEX TOWNHOME C SECTION 1/16" = 1'-0" 3



6-PLEX TOWNHOME C SIDE SECTION 1/16" = 1'-0" 1

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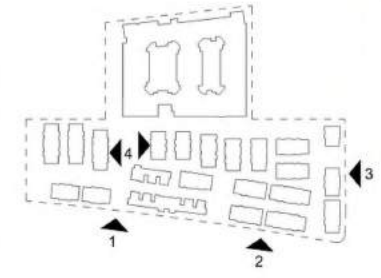
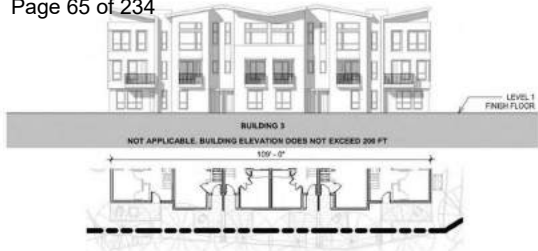
Sheet Title:
TOWNHOME
BUILDING C
SECTIONS

Job No. 20004
Date: 6/12/2023
Scale: As indicated
Drawn By: Author

Sheet No:
A623



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PASEO 1" = 20'-0" 4

KEY MAP

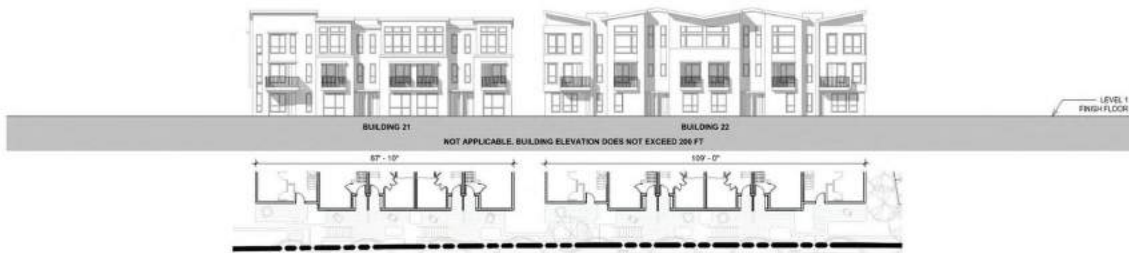


Municipal Code 16.45.120 (2) - Major Building Modulations:
Minimum one recess of 18" wide by 10' deep per 200' of facade length facing publicly accessible spaces (streets, open space, and paseo) applicable from the ground level to the top of the building's base height.

Project compliance:
At least one major building recess provided every 200' of facade on Constitution elevation, west elevation, and south elevation.

Major building recess

CHRYSLER DRIVE 1" = 20'-0" 3



E INDEPENDENCE DRIVE 1" = 20'-0" 2



W INDEPENDENCE DRIVE 1" = 20'-0" 1

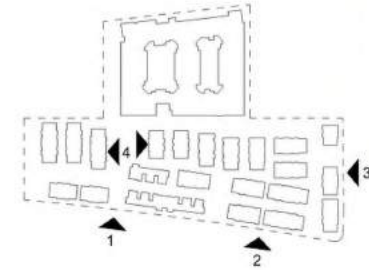
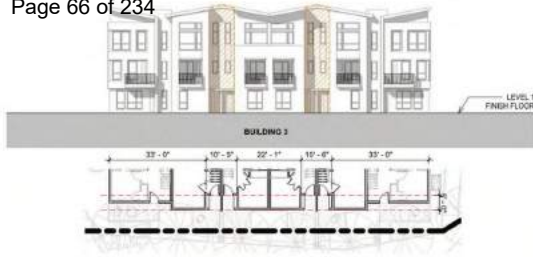
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Sheet Title:
**TH ZONING DIAGRAM
MAJOR BUILDING
MODULATIONS**

Job No. 20004
Date: 6/12/2023
Scale: As indicated
Drawn By: Author

Sheet No:
A701



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PASEO 1" = 20'-0" 4

KEY MAP



CHRYSLER DRIVE 1" = 20'-0" 3



E INDEPENDENCE DRIVE 1" = 20'-0" 2



W INDEPENDENCE DRIVE 1" = 20'-0" 1

Municipal Code 16.45.120 (2) - Minor Building Modulations:
Minimum one recess of 5' wide by 5' deep per 50' of facade length facing publicly accessible spaces (streets, open space, and paseo).

Building projections spaced no more than 50' apart with a minimum of 3' depth and 5' width may satisfy this requirements in lieu of a recess.

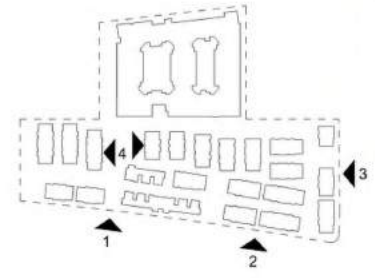
Project compliance:
At least one major building recess provided every 50' of facade.

Minor building recess.

Sheet Title:
TH ZONING DIAGRAM
MINOR BUILDING
MODULATIONS

Job No. 20004
Date: 6/12/2023
Scale: As indicated
Drawn By: Author

Sheet No:
A702



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PASEO 1" = 20'-0" 4

KEY MAP

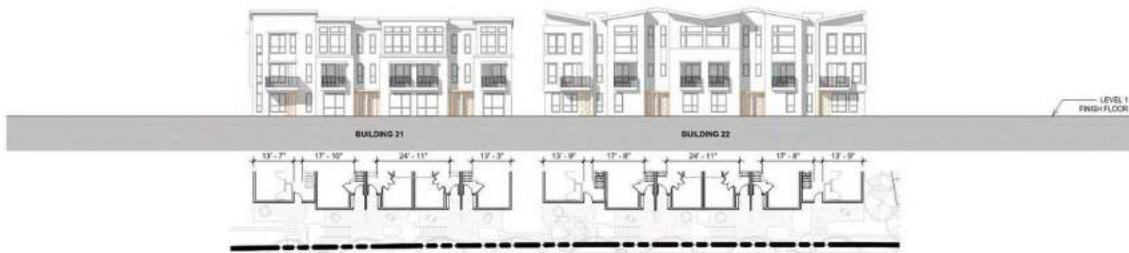


Municipal Code 16.45.120 (3) - Building Entrances:
One entrance every 100' of building length along a public street or paseo

✓ **Project compliance:**
At least one entrance is provided every 100'.

Building Entrance

CHRYSLER DRIVE 1" = 20'-0" 3



E INDEPENDENCE DRIVE 1" = 20'-0" 2



W INDEPENDENCE DRIVE 1" = 20'-0" 1

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Sheet Title:
**TH ZONING DIAGRAM
BUILDING ENTRANCE
MODULATIONS**

Job No: 20004
Date: 6/12/2023
Scale: As indicated
Drawn By: Author

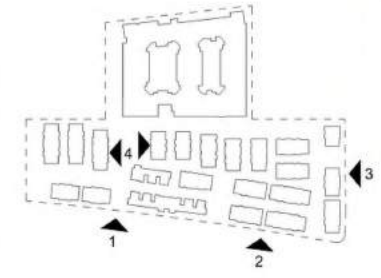
Sheet No:
A703



TOTAL AREA OF GROUND FLOOR BUILDING FACADE = 1,088 SF
TRANSPARENT GLAZING PROVIDED: 1,088 SF X 30% = 327 SF



TOTAL AREA OF GROUND FLOOR BUILDING FACADE = 765 SF
TRANSPARENT GLAZING PROVIDED: 765 SF X 30% = 230 SF



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PASEO 1" = 20'-0" 4

KEY MAP



TOTAL AREA OF GROUND FLOOR BUILDING FACADE = 2,190 SF
TRANSPARENT GLAZING PROVIDED: 2,190 SF X 30% = 657 SF

CHRYSLER DRIVE 1" = 20'-0" 3

- Municipal Code 16.45.120 (3) - Ground floor transparency:**
Minimum 30% for residential uses and 50% of commercial uses of the ground floor facade that must provide visual transparency
- ✓ **Project compliance:** Transparent glazing exceeds 30% of residential uses and 50% of commercial uses of the ground floor facade
 - Ground level transparent glazing surface
 - Ground level opaque surface
 - - Ground level height
- Municipal Code 16.45.120 (3) - Minimum ground floor height along street frontage:**
10' for residential uses
- ✓ **Project compliance:** The ground level is 10'-0".
 - - Ground level height



TOTAL AREA OF GROUND FLOOR BUILDING FACADE = 1,970 SF
TRANSPARENT GLAZING PROVIDED: 1,970 SF X 30% = 591 SF

E INDEPENDENCE DRIVE 1" = 20'-0" 2



TOTAL AREA OF GROUND FLOOR BUILDING FACADE = 3,675 SF
TRANSPARENT GLAZING PROVIDED: 3,675 SF X 30% = 1,103 SF

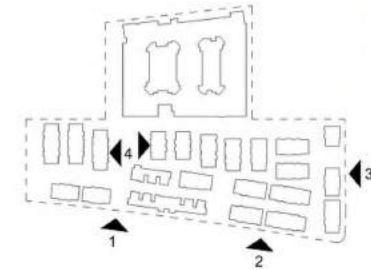
W INDEPENDENCE DRIVE 1" = 20'-0" 1

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Sheet Title:
TH ZONING DIAGRAM
GLAZING

Job No: 20004
Date: 6/12/2023
Scale: As indicated
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Sheet No:
A704



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PASEO 1" = 20'-0" 4

KEY MAP



Municipal Code 16.45.120 (6) - Building Materials:
Stucco shall not be used on more than 50% of the building facade.

✓ **Project compliance:**
Use of stucco is less than 50% of the building facade.

Stucco
Edge of building

CHRYSLER DRIVE 1" = 20'-0" 3



E INDEPENDENCE DRIVE 1" = 20'-0" 2



W INDEPENDENCE DRIVE 1" = 20'-0" 1

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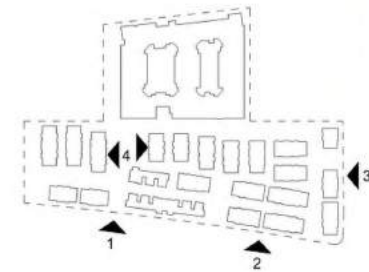
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Sheet Title:
TH ZONING DIAGRAM
PERCENTAGE
STUCCO

Job No: 20004
Date: 6/12/2023
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A705



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PASEO 1" = 20'-0" 4

KEY MAP



- Municipal Code 16.45.120 (3) - Awnings, signs, and canopies:**
Maximum 7' horizontal projection
- Project compliance: All awnings and canopies project less than 7' horizontally from face of building. A minimum vertical clearance of 8' from finished grade to the bottom of the projection is required.
 - Projecting awning and canopy
- Municipal Code 16.45.120 (6) - Roof lines:**
Roof lines and eaves adjacent to street-facing facade shall vary across a building, including a four-foot minimum height modulation to break visual monotony and create a visually interesting skyline as seen from public streets.
- Project compliance: Roof lines varies across the building, including a four-foot minimum height modulation.
 - Roof line

CHRYSLER DRIVE 1" = 20'-0" 3



E INDEPENDENCE DRIVE 1" = 20'-0" 2



W INDEPENDENCE DRIVE 1" = 20'-0" 1

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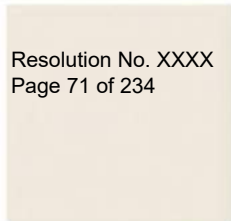
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Sheet Title:
TH ZONING DIAGRAM
ROOF LINE

Job No: 20004
Date: 6/12/2023
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A706



A1 CEMENT PLASTER
KELLY MOORE
KM4724 WEDDED BLISS
OR SIMILAR BY ALTERNATIVE
MANUFACTURER
SMOOTH TROWELED FINISH



A2 CEMENT PLASTER
KELLY MOORE
KM5789-3 SHADOW CLIFF
OR SIMILAR BY ALTERNATIVE
MANUFACTURER
SMOOTH TROWELED FINISH



A3 CEMENT PLASTER
KELLY MOORE
KMA89-5 BLACK OAK
OR SIMILAR BY ALTERNATIVE
MANUFACTURER
SMOOTH TROWELED FINISH



A4 CEMENT PLASTER
KELLY MOORE
KM4883 BLACK CAT
OR SIMILAR BY ALTERNATIVE
MANUFACTURER
SMOOTH TROWELED FINISH



A5 CEMENT PLASTER
KELLY MOORE
KM5224 BANANA PEEL
OR SIMILAR BY ALTERNATIVE
MANUFACTURER
SMOOTH TROWELED FINISH



B1 FIBER CEMENT PANEL
JAMES HARDIE
REVEAL PANEL SYSTEM
KMW57-1 CLOUD WHITE
OR SIMILAR BY ALTERNATIVE
MANUFACTURER



B2 FIBER CEMENT PANEL
JAMES HARDIE
REVEAL PANEL SYSTEM
HLS4205 CALIFORNIA CHAMOIS
OR SIMILAR BY ALTERNATIVE
MANUFACTURER



B3 FIBER CEMENT PANEL
NICHIIA INDUSTRIALBLOCK
OR SIMILAR BY ALTERNATIVE
MANUFACTURER



D1 PORCELAIN TILE
COLOR 1



E1 FIBER CEMENT SIDING
JAMES HARDIE
ARTISAN V-GROOVE
HLS4232 CROWN GOLD
OR SIMILAR BY ALTERNATIVE
MANUFACTURER



F1 GREEN SCREEN
STEEL FRAMED PANEL WITH
STEEL WIRE GRIDS
24X 4' WIDE PANELS SPACED
WITH 4" GAPS HORIZONTALLY



G1 GLASS PANEL FOR GLASS RAILINGS
BIRD SAFE FRIT WITH HORIZONTAL
LINES - 1/8" SILK-SCREENED
CERAMIC FRIT LINES SPACED 2"
APART HORIZONTALLY



W1 VINYL WINDOW
VPI QUALITY WINDOWS
BLACK FRAME FINISH
OR SIMILAR BY ALTERNATIVE
MANUFACTURER



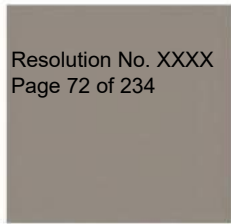
W2 STOREFRONT
ALUMINIUM STOREFRONT
BLACK FRAME FINISH



R1 GLASS RAILING
FRITTED COLORED GLASS
SEE G1 FOR GLASS PANEL



R2 VERTICAL METAL RAILING
GALVANIZED PAINTED BLACK FINISH



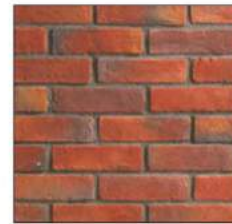
A2 CEMENT PLASTER
KELLY MOORE
KM5789-3 SHADOW CLIFF
OR SIMILAR BY ALTERNATIVE
MANUFACTURER
SMOOTH TROWELED FINISH



A3 CEMENT PLASTER
KELLY MOORE
KMA89-5 BLACK OAK
OR SIMILAR BY ALTERNATIVE
MANUFACTURER
SMOOTH TROWELED FINISH



B1 FIBER CEMENT PANEL
JAMES HARDIE
REVEAL PANEL SYSTEM
KMW57-1 CLOUD WHITE
OR SIMILAR BY ALTERNATIVE
MANUFACTURER



C1 BRICK VENEER
BELDEN BRICK
HARVEST BLEND
OR SIMILAR BY ALTERNATIVE
MANUFACTURER



E1 FIBER CEMENT SIDING
JAMES HARDIE
ARTISAN V-GROOVE
HLS4232 CROWN GOLD
OR SIMILAR BY ALTERNATIVE
MANUFACTURER



E2 FIBER CEMENT SIDING
JAMES HARDIE
ARTISAN V-GROOVE
HLS4205 CALIFORNIA CHAMOIS
OR SIMILAR BY ALTERNATIVE
MANUFACTURER



E3 FIBER CEMENT SIDING
JAMES HARDIE
ARTISAN V-GROOVE
KM5823 CITY TOWER
OR SIMILAR BY ALTERNATIVE
MANUFACTURER



E4 FIBER CEMENT SIDING
JAMES HARDIE
ARTISAN V-GROOVE
KM5826 VOLANIC ROCK
OR SIMILAR BY ALTERNATIVE
MANUFACTURER



H1 METAL SEAMED ROOF



H2 ASPHALT SHINGLES ROOF



W1 VINYL WINDOW
VPI QUALITY WINDOWS
BLACK FRAME FINISH
OR SIMILAR BY ALTERNATIVE
MANUFACTURER



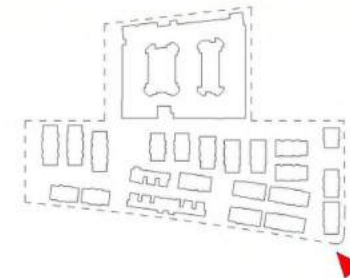
W3 PANELIZED GARAGE DOOR



R2 VERTICAL METAL RAILING
GALVANIZED PAINTED BLACK FINISH



PERSPECTIVE RENDERING



KEY PLAN



STUDIO
T SQUARE

Architecture
Planning
Urban Design

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(510) 451-2856

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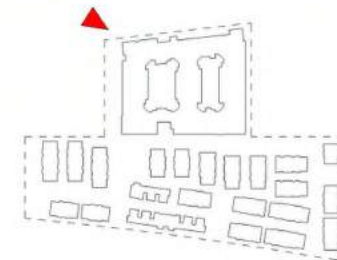
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PERSPECTIVE
TOWNHOMES ON
INDEPENDENCE
DRIVE
Job No: 20004
Date: 6/12/2023
Scale: 1" = 160'-0"
Drawn By: Author

Sheet No:

A901



PERSPECTIVE RENDERING



KEY PLAN

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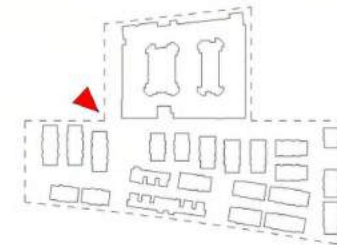
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APARTMENT ON
CONSTITUTION
DRIVE
Job No. 20004
Date: 6/12/2023
Scale: 1" = 160'-0"
Drawn By: Author

Sheet No:

A902



PERSPECTIVE RENDERING



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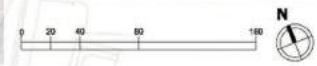
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Sheet Title:
PERSPECTIVE
PASEO / CENTRAL
OPEN SPACE

Job No. 20004
Date: 6/12/2023
Scale: 1" = 160'-0"
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A903





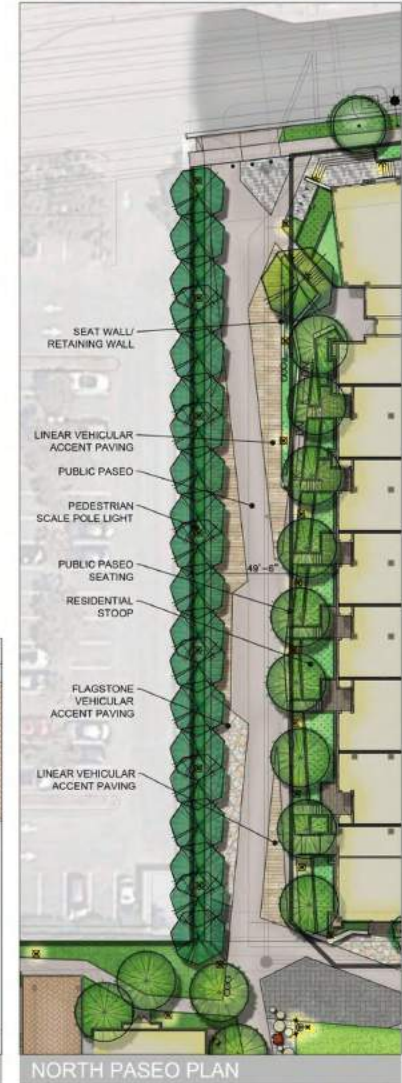
PAVING PATTERN IDEAS



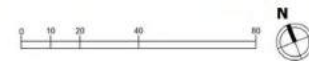
PAVING MATERIALS



TOWNHOME PASEO



NORTH PASEO PLAN





NATIVE PLANTING



LAWN AREA



RAIN GARDEN/ STORM WATER TREATMENT



PICNIC AREA



PLAY AREA



BIKE RACKS

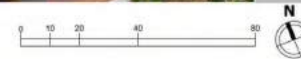
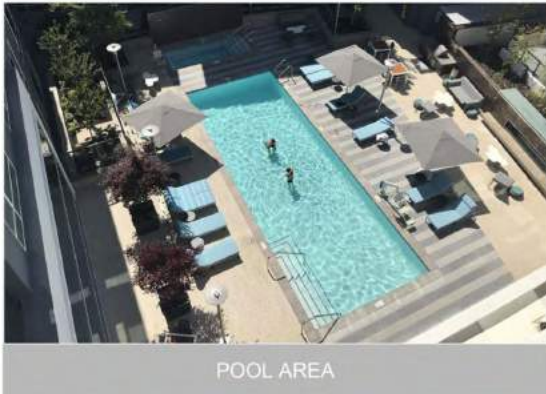


BIKE REPAIR STATION



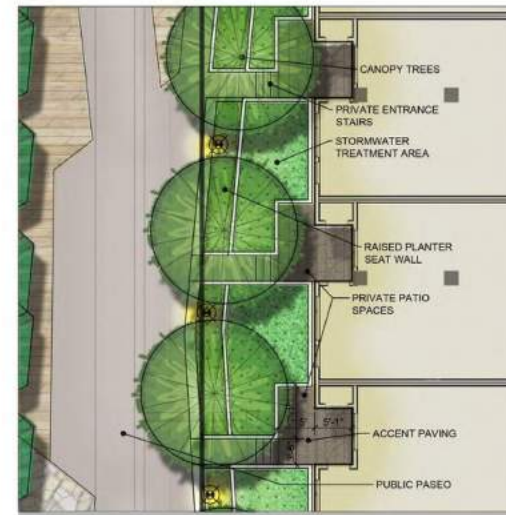
SCHEMATIC PARK PLAN



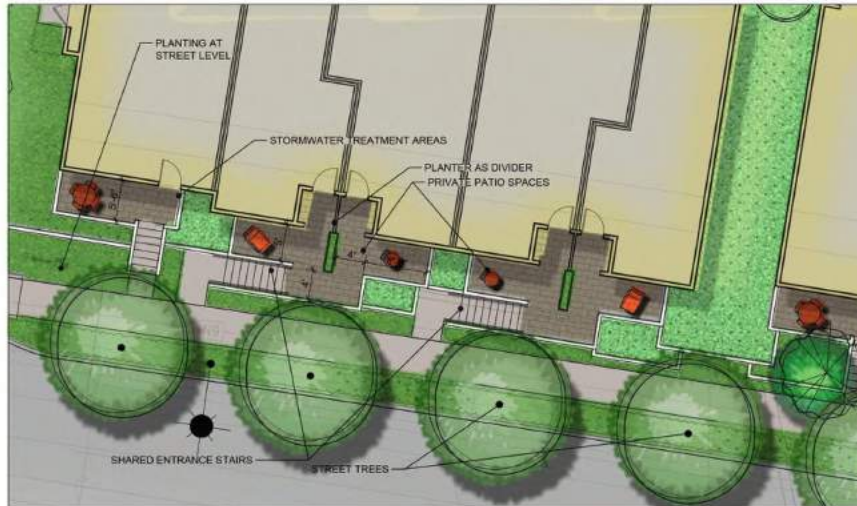




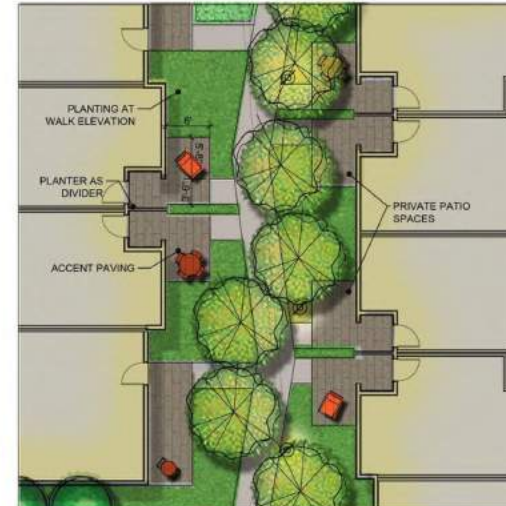
1 - APARTMENTS - CONSTITUTION DRIVE STOOPS



2 - APARTMENTS - NORTH PASEO STOOPS

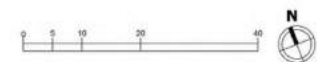
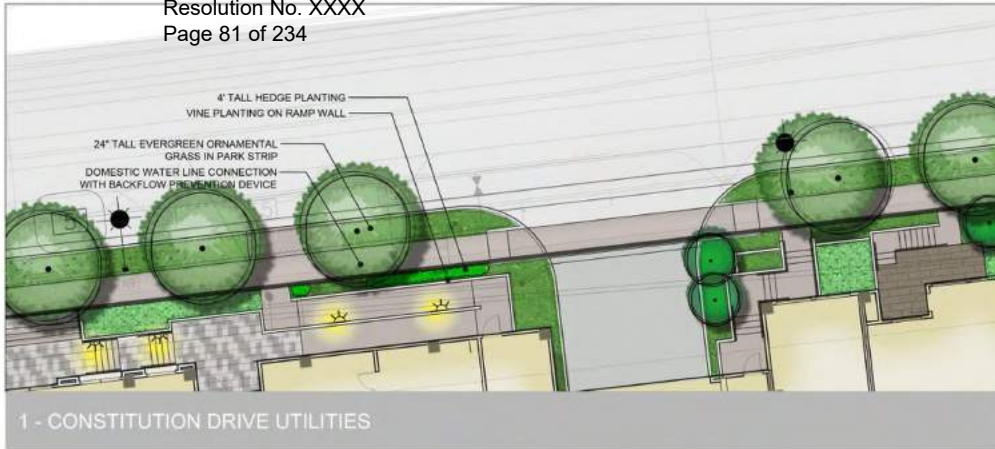


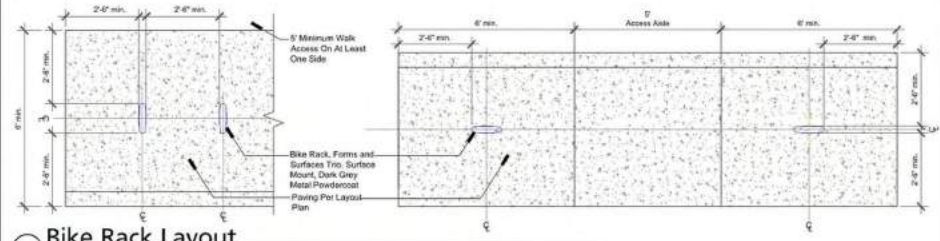
3 - TOWNHOMES - INDEPENDENCE DRIVE STOOPS



4 - TOWNHOMES - INDEPENDENCE DRIVE STOOPS







Bike Rack Layout
Scale: 1/2"=1'-0"



TRASH, RECYCLING, AND COMPOST BINS
CENTRAL PARK CONSERVANCY FROM LANDSCAPE FORMS 24.5"X35"

PROPOSED SITE ELEMENTS



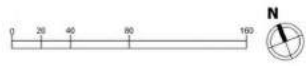
BIKE RACKS
BOLA RACK FROM LANDSCAPE FORMS
30"X72" CLEARANCE ZONE PER RACK



PERIMETER FENCE
72" TALL HORIZONTAL WOOD PLANKS



PATIO FENCE
42" TALL HORIZONTAL WOOD PLANKS



- AREA 1** COURTYARD GARDENS & RESIDENTIAL STREET FRONTAGE - HARDY, TOLERANT ORNAMENTAL TREES - LOW-MEDIUM WATER USE

Lagerströmia Tussockia	Liriodie Majestic	Loropetalum Rubrum	Nephrolepis cordifolia

- AREA 2** PODIUM COURTYARD PALETTE - URBAN, HEAT TOLERANCE - LOW-MEDIUM WATER USE

Jacaranda minocifolia	Tibouchina univulcana	Washingtonia robusta	Sedum John Creech

- AREA 3** STREET, DRIVEWAY & PERIMETER PLANTING - HARDY/TOLERANT TO HARSHER, URBAN CONDITIONS - LOW WATER USAGE

Koeleria bipinnata	Dielsa vagata	Junco 'Ek Blue'	Rhaphelepis 'Pink Lady'

- AREA 4** PASEO AND EVA PLANTING - FULL SUN AND DRY SOIL - LOW WATER USAGE

Quercus agrifolia	Rosmarinus 'Prostratus'	Chondropetalum lecturum	Callisotum 'Little John'

- AREA 5** TURF - HIGH WATER USE

Sod - Medallion Dwarf w/ Bonsai

- AREA 6** EAST APARTMENT GARAGE WALL - LOW WATER USE

Evergreen Self-Climbing Vine Macfadyena unguis cati 25' Tall 5-gallon @ 72" o.c. 24 Total

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Sheet Title:
PLANTING PLAN

Job No. 20004
Date: 07/18/2023
Scale: 1" = 40'

Sheet No:
L4.00

PLANT PALETTE



KEY	SIZE	BOTANICAL NAME	COMMON NAME	SPACING/ COMMENTS	WUCOLS*	NATIVE (Y/N)
ACE PAL	See Plan	Acar Palmatum 'Bloodgood'	Bloodgood Japanese Maple		Medium	N
AES CAL	See Plan	Aescholanthus	California Buckeye		Very Low	Y
AJO HER	See Plan	Aloe 'Vercatus'	Hercules Aloe		Low	N
CCR OCC	See Plan	Cercis occidentalis	Western Redbud		Very Low	Y
GM BL	See Plan	Gingko biloba 'Vincenzo Senryu'	Columnar Gingko		Medium	N
GLE TRI	See Plan	Gleditsia inaequalis 'Shademaster'	Shademaster Honeylocust		Low	N
JAC MM	See Plan	Jacquinia minor	Jacquinia Tree		Medium	N
JAC BP	See Plan	Jacquinia bipartita	Chinese Flame Tree		Medium	N
LAC TSC	See Plan	Leguminosae 'Lacagea'	Crope Myrtle		Low	N
LAC MIB	See Plan	Leguminosae 'Lacagea'	Crope Myrtle		Low	N
LTO FLI	See Plan	Lythrum salicaria 'Red/Blue'	Coldwater Willow		Low	Y
MIL WEI	See Plan	Melaleuca ramiflora	Pink Melaleuca		Low	N
PLA ACE	See Plan	Platanus acerifolia	London Plane		Medium	Y
POB ORA	See Plan	Podocarpus neriifolia	Fern Podocarpus		Medium	N
QUE ARI	See Plan	Quercus agrifolia	Coast Live Oak		Very Low	Y
TL COP	See Plan	Tilia cordata 'Luna Bria'	Little Leaf Linden		Medium	N
ULM DAV	See Plan	Ulmus davidsonii var. japonicus 'Nortia'	Nortia/ Accolade Elm		Medium	N
ULM PAR	See Plan	Ulmus parviflorus 'Dignity'	Evergreen Elm		Low	N
WIG ROB	See Plan	Washingtonia robusta	Mexican Fan Palm		Low	N

KEY	SIZE	BOTANICAL NAME	COMMON NAME	SPACING/ COMMENTS	WUCOLS*
ACC	5 Gal	Azorella c. 'Cousin M'	Little Blue Bottle	30' o.c.	Low
ARJ	5 Gal	Arctostaphylos uva-ursi	Strawberry Bush	30' o.c.	Low
BAA	15 Gal	Bambusa m. 'Alphonse Karr'	Bamboo 'Alphonse Karr'	40' o.c.	Low
BLF	5 Gal	Bulbine Frutescens	Yellow Stalked Bulbine	30' o.c.	Low
CAS	1 Gal	Ceanothus speciosus	Rock Poinsettia	30' o.c.	Low
CAL	5 Gal	Callistemon 'Little John'	Dwarf Callistemon	42' o.c.	Low
DS	5 gal	Clusia x skanbergii	Pink Rockrose	30' o.c.	Low
DM**	5 Gal	Dalies vegalis	Fairylight Lily	30' o.c.	Low
EP	3 gal	Epidendrum canum 'Oriskany'	California Pothos	24' o.c.	Low
EV	5 Gal	Excoecaria 'Nana'	Dwarf Yew	30' o.c.	Low
BD**	1 Gal	Hebe douglasiana	Pacific Coast Hebe	24' o.c.	Low
LAD**	1 Gal	Leucoloma x intermedia 'Dressa'	Hedge Lavender	24' o.c.	Low
LM	1 Gal	Lilium muscari 'Nectaris'	Lily Turf	18' o.c.	Medium
LOR	5 Gal	Loropetalum chinense 'Natum'	Ruby Chinese Fringe	30' o.c.	Low
PEH	3 gal	Penstemon heterophyllus	Footfall Penstemon	36' o.c.	Low
RT	5 Gal	Pittosporum tobira 'Whelan's Dwarf'	Pittosporum 'Whelan's Dwarf'	36' o.c.	Medium
PIA	5 Gal	Pharosium 'Amazing Red'	New Zealand Flax cone	24' o.c.	Low
PCM	1 Gal	Polystichum murinum	Western Scent Fern	24' o.c.	Medium
PRC	5 Gal	Prunus caroliniana 'Bright & Tight'	Caroline Laurel Cherry	60' o.c.	Low
RBH	5 Gal	Rhamnus c. 'Mound Sun Bruns'	Coffeberry	42' o.c.	Low
REH	5 Gal	Rhodaphysa Indica 'Pink Lady'	Indian Hawthorn	36' o.c.	Low
ROC	5 Gal	Rosa California	California Rose	36' o.c.	Low
SAC	1 gal	Salvia strobilata 'Woodhill Glenon'	Cleveland Sage	30' o.c.	Low
SAL**	3 Gal	Salvia leucantha	Mexican Sage	36' o.c.	Low
SAS	1 gal	Salvia leucantha 'Santa Barbara'	Compact Mexican Sage	26' o.c.	Low
SAR	5 Gal	Sarcococca nudiflora	Sheel Box	36' o.c.	Low

KEY	SIZE	BOTANICAL NAME	COMMON NAME	SPACING/ COMMENTS	WUCOLS*
CNJ	1 gal	Calamagrostis nutkanensis	Reed Grass	24' o.c.	Low
CAP**	1 Gal	Carex dielsii	Beltway Sedge	24' o.c.	Low
CHT**	1 Gal	Chorizanthe strictum	Cope Rush	30' o.c.	Low
DCM**	1 Gal	Deschampsia cespitosa	Tufted Hairgrass	24' o.c.	Low
FES**	1 Gal	Festuca confinis 'Serpentine Blue'	California Fescue	18' o.c.	Low
JUP**	1 Gal	Juncus grahamii 'Yin Blue'	California Juncus	24' o.c.	Low
MUR**	1 Gal	Muhlenbergia 'Regal Mist'	Purple Deer Grass	24' o.c.	Low
MUR	1 gal	Muhlenbergia rigida	Deer Grass	36' o.c.	Low
NAP**	1 Gal	Nassella pulchra	Purple Needlegrass	24' o.c.	Very Low

KEY	SIZE	BOTANICAL NAME	COMMON NAME	SPACING/ COMMENTS	WUCOLS*
ACR	1 Gal	Acacia redolens	Acacia	48' o.c.	Very Low
AMP	1 Gal	Arctostaphylos 'Pacific Mist'	Pacific Mist Manzanita	30' o.c.	Low
DD	1 gal	Desmodium g. h. 'Yonkee Point'	Yonkee Point Desmodium	48' o.c.	Low
COH	1 Gal	Coprosma hillei 'Variegata'	Variegated Mirror Plant	36' o.c.	Low
GD	1 Gal	Geranium incanum	Geranium	24' o.c.	Low
MAA	5 gal	Mahoea aquifolium	Oregon Grape	30' o.c.	Low
MAC	5 gal	Mahoea aquifolium 'Compacta'	Oregon Grape	30' o.c.	Low
MYP**	1 Gal	Mysoporum pennifolium 'Fuchsia Dream'	Creeping Mysoporum	36' o.c.	Low
BES	4" pot	Besleria sp. 'John Creek'	John Creek Stonecrop	6" o.c.	Low

KEY	SIZE	BOTANICAL NAME	COMMON NAME	SPACING/ COMMENTS	WUCOLS*
BOS	1 Gal	Bougainvillea 'San Diego Red'	Violet Trumpet Vine	See Plan	Low
CLA	5 Gal	Clematis amomali	Evergreen Clematis	See Plan	Medium
FP	1 Gal	Ficus parviflora	Creeping Fig	See Plan	Medium
MAU	1 Gal	Marchandera unguis-cati	Cat's Claw	See Plan	Medium

* Native plant designation based on WUCOLS and Western Garden Book
* WUCOLS WATER USE CLASSIFICATION OF LANDSCAPE SPECIES WATER USE RATING
** Stormwater Treated Area Plant

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Sheet Title:
TREE PLANTING PLAN

Job No: 20004
Date: 07/18/2023
Scale: 1" = 40'

Sheet No:
L4.01



WATER USE LEGEND

KEY	WUCOLS CATEGORY
■	Low: 75.2% (47,770 sf)
■	Medium: 21.5% (13,640 sf)
■	High: 3.3% (2,127 sf)

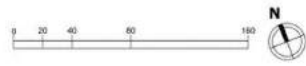
*Based upon total landscape area of 63,537 sf

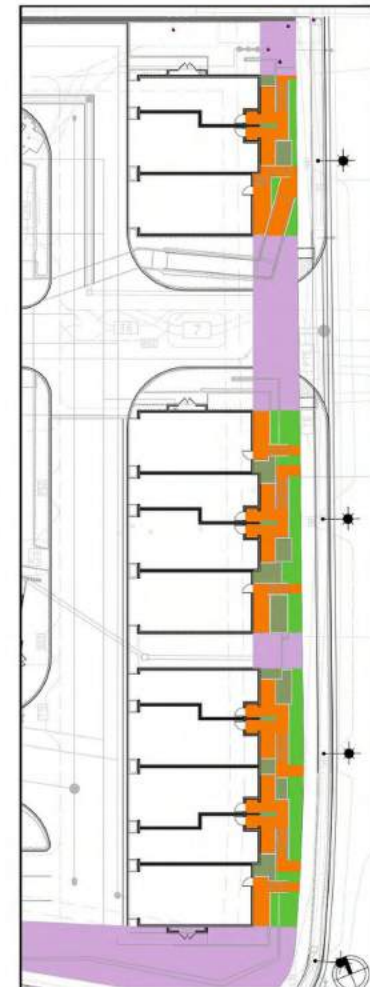
All planted areas are to be watered with an approved automatic underground irrigation system. Potable irrigation water will be delivered by drip irrigation devices. The system shall be designed to make efficient use of water through conservation techniques, and be in compliance with resolution 6261, as required by the State of California.

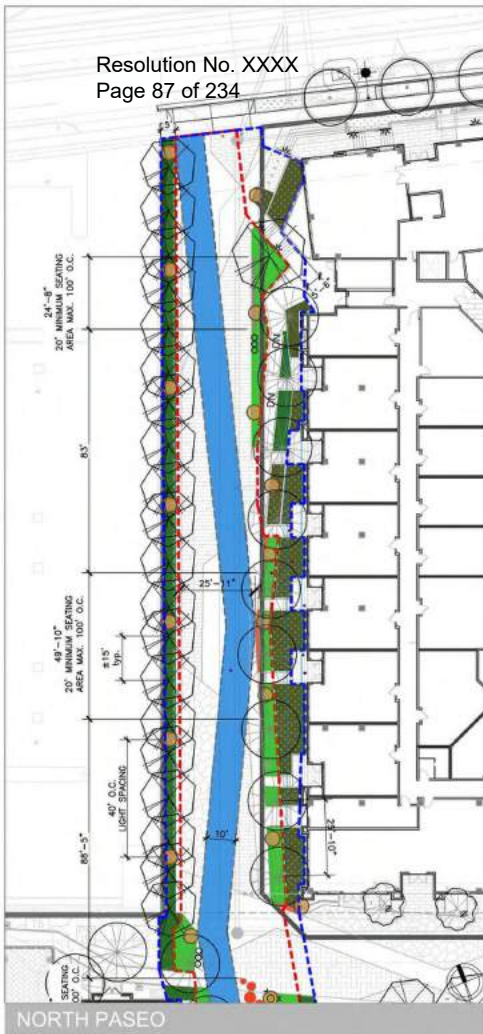
An application and detailed landscape irrigation plan will be submitted with the building permit submittal package. All planting and irrigation will be in compliance with the city's Water Efficient Landscape Ordinance.

The final construction documents will provide the contractor with an understanding of the design intent for the maintenance of the planting areas regarding care and pruning of the site. The maintenance contractor shall furnish all labor, equipment, materials and supervision required to properly maintain the landscaped areas in an attractive condition and as described in the project maintenance specifications.

Note:
All irrigation within the public right of way shall comply with City Standard Details LS-1 through LS-19 and shall be connected to the on-site water system.







NORTH PASEO



SOUTH PASEO

PROJECT NOTES	Standard	Description	Rate and Bonus Levels	Additional Requirements
Passes with walls and is integrated with open spaces	Passes Walls Figure 5, Label A	The maximum dimension in overall width of the passes, including landscaping and landscape components	20 feet	
Pathway width is 10' with additional adjacent paving per fire access requirements	Pathway Walls Figure 5, Label B	The minimum and maximum width of the hardscape portion of the passes	10 feet minimum; 14 feet maximum	The passes pathway shall be connected to building entrances with landscaped pathways. Pathways may be used for emergency vehicle access and allowed a maximum paved width exemption to accommodate standards of the Marine Park Fire Propositor District with prior approval by Transportation Manager
Seating has been provided as required with additional seating as part of the open spaces	Planting Zones Figure 5, Label C	Requirements for pockets of hardscape areas dedicated to seating, adjacent to the main pedestrian pathway area	Minimum dimension of 3 feet wide by 20 feet long provided at a maximum interval of 100 feet	Planting zones must include benches or other type of seating and pedestrian-scale lighting
Walking surfaces have been provided Treatment areas are integrated with adjacent open spaces	Passes Figure 5, Label D	The maximum distance for adjacent buildings from the edge of the passes properly line	5 feet	A maximum of 50% of the setback area between the building and passes shall be landscaped (50% of which should provide on-site mitigation of abatement runoff) Plants should be climate adapted species, up to 3 feet in height
Trees have been provided in excess of the requirement	Trees Figure 5, Label E	The size and spacing of trees that are required along the passes	Small canopy trees with a maximum canopy height of 40 feet and canopy diameter of 25 feet, planted at maximum intervals of 80 feet	Trees must be planted within the passes width, with the tree canopy allowed to overhang into the setback
20% of the passes is planted	Landscaping	The minimum percentage of the passes that is landscaped with vegetation	20%	On-site infiltration of stormwater runoff is required.
Lighting has been provided at the spacing required with additional bottom lighting	Lighting	Population-oriented street types	One light fixture every 40 feet	Use energy efficient lighting per Title 24. Lights shall be located a minimum of 20 feet from trees.

CALCULATIONS

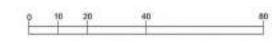
Total Area of Paseo Walls:
15,303SF

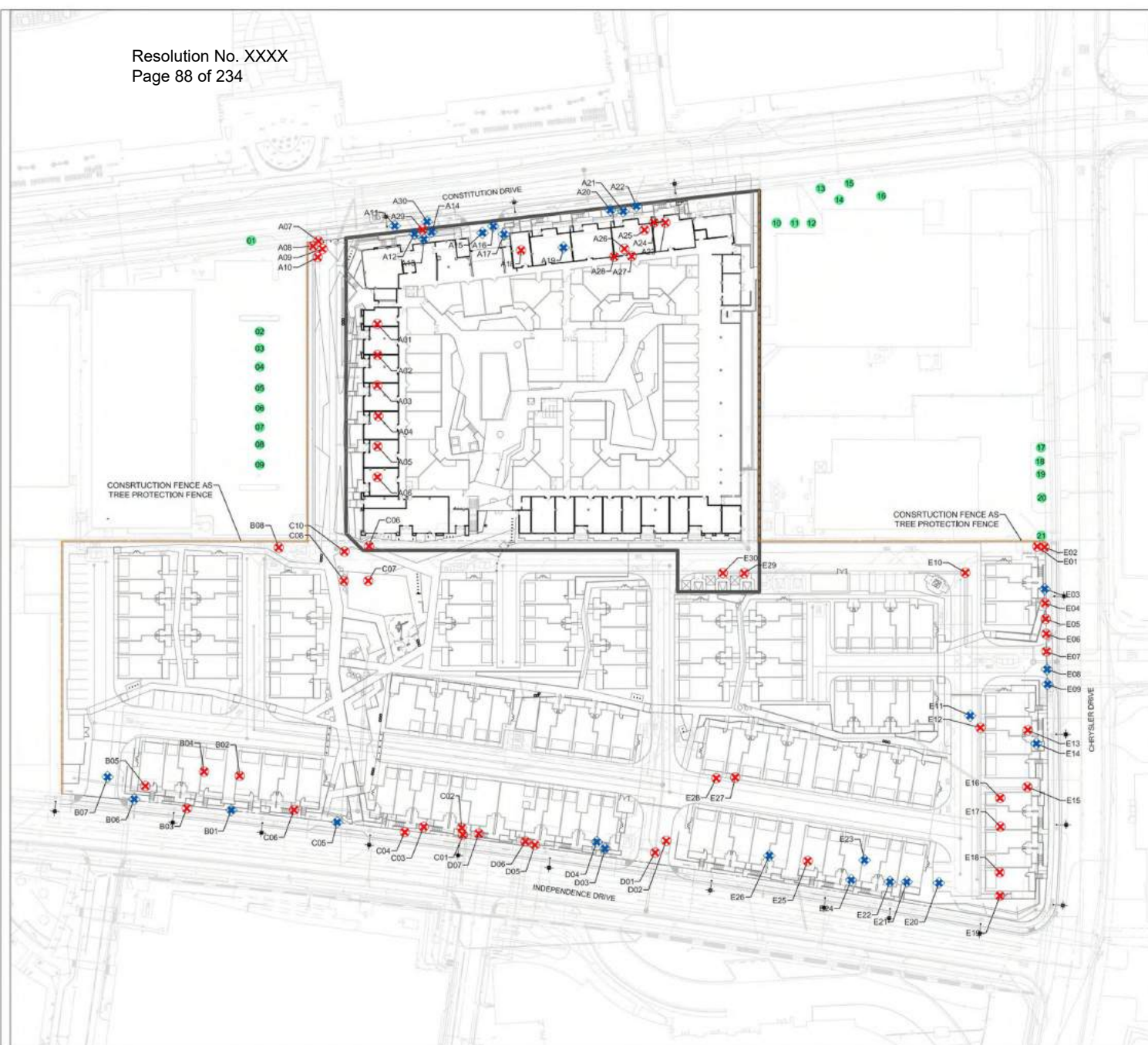
Planted Area of Paseo Width:
3,045SF (20.0% of Total Wall Area)

Total Area of Paseo Setback:
8,032SF

Planted Area of Paseo Setback:
4,193SF (52.2% of Total Setback Area)

Stormwater Treatment Planting Area of Paseo Setback:
2,184SF (51.6% of Planted Setback Area)





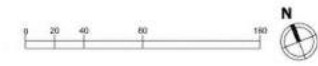
TREE DISPOSITION LEGEND

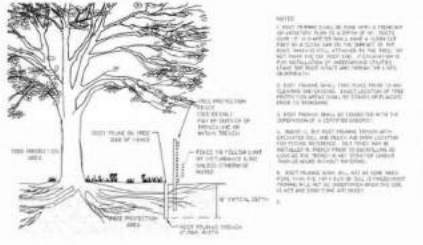
KEY	DESCRIPTION	QUANTITY
A07	EXISTING TREE TO BE REMOVED	56
A07	EXISTING HERITAGE TREE TO BE REMOVED	29
	OFF-SITE TREES TO REMAIN	21

20 HERITAGE TREES AND 56 NON-HERITAGE TREE PROPOSED FOR REMOVAL
HERITAGE TREE MITIGATION RATIO ≥:1 (15 GALLON BOX SIZE MINIMUM)
(58) HERITAGE TREE REPLACEMENTS REQUIRED
(358) NEW TREES PROPOSED AT MINIMUM 15 GALLON SIZE - MITIGATION REQUIREMENT EXCEEDED BY (300)
SEE SHEET L4.01 TREE PLANTING PLAN

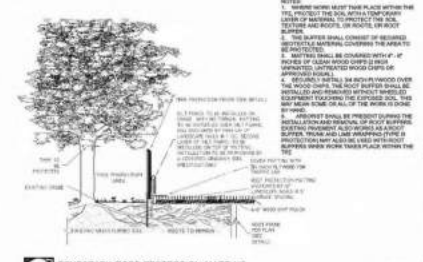
Tree Disposition Plan Notes:
1. See Arbolist Report for full tree evaluation notes and data.
2. Tree Disposition Plan has been prepared based on topographic survey provided by civil engineers. See Arbolist Report prepared by FMA Landscape Services dated on October 19, 2021 for tree evaluation details. The Report has been updated as reflected in the Arbolist Additional Comments Dated January 15, 2022 based on the site visit on December 30, 2021.
3. Tree inventory in arbolist report is divided by parcel address. See Key below for tree number in correspondence to arbolist report.

Tree # in Plan	Parcel Address
A01 - A29:	130 Constitution Dr. Menlo Park, CA 94025
B01 - B08:	119 Independence Dr. Menlo Park, CA 94025
C01 - C10:	123-125 Independence Dr. Menlo Park, CA 94025
D01 - D07:	127 Independence Dr. Menlo Park, CA 94025
E01 - E30:	1205 Chrysler Dr. Menlo Park, CA 94025

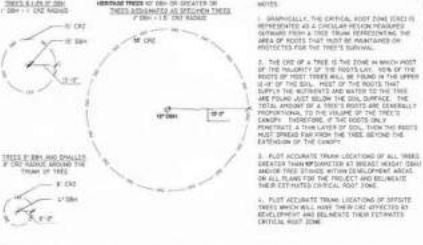




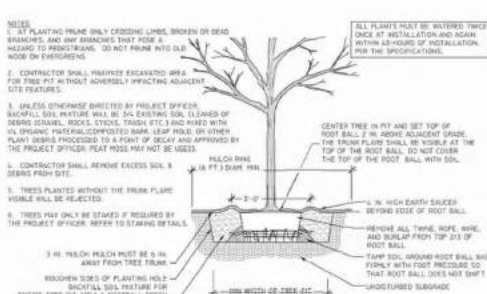
ROOT PRUNING
ELEVATION
NOT TO SCALE



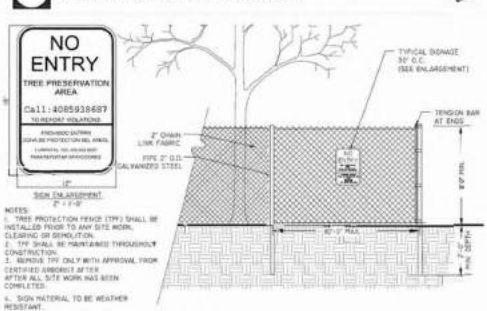
TEMPORARY ROOT PROTECTION MATTING
ELEVATION
NOT TO SCALE



TREE PROTECTION DETAIL FOR DETERMINING CRITICAL ROOT ZONE
ELEVATION
NOT TO SCALE



TREE PROTECTION DETAIL FOR OPEN PLANTING AREAS
NOT TO SCALE
ELEVATION



6" CHAIN LINK TREE PROTECTION FENCE
ELEVATION
NOT TO SCALE



TREE PROTECTION DETAIL FOR DETERMINING CRITICAL ROOT ZONE
ELEVATION
NOT TO SCALE



Tree protection and Preservation Plan

The objective of this plan is to reduce or eliminate the negative impacts of construction on heritage trees. This plan is prepared to assess impact to trees, recommend mitigation to reduce impacts to a level that is not significant level, and identify construction guidelines to be followed through all phases of the construction project.

Section I - Pre-Construction

- On the Tree Protection Plan for this project, plot accurate trunk locations and the diameter of heritage trees. In addition, the plan shall accurately show the species, trunk diameter, diameter, and clearly indicate the tree protection zone (TPZ) to be enclosed with the specified tree fencing as a bold dashed line.
- For verification of tree protection, the Project Arborist (Miguel Medina, phone # (408)933-8687) shall verify that all pre-construction requirements have been met. Prior to demolition, grading, or building permit issuance.
- The demolition, grading, and general Contractor are required to meet with the Project Arborist (Miguel Medina, phone # (408)933-8687) at the site prior to beginning demolition, grading, or new construction to review tree protection measures to be established for routes, staging areas, etc.
- Protective Tree fencing enclosures shall be erected around trees to be protected to establish the TPZ in which no soil disturbance is permitted, and activities are restricted. For size and style of fence see Items Detail #1 and #2.
Duration: Tree fencing shall be erected before any demolition, grading, or construction begins and shall remain in place until the Project Arborist (Miguel Medina, phone # (408)933-8687) approved the removal.

Section II - Tree protection Zone (TPZ)

Heritage trees and street trees shall have a designated TPZ identifying the area sufficiently large enough to protect the trees and roots from disturbance. Any deviation in determining the TPZ will require approval by the Project Arborist (Miguel Medina, phone # (408)933-8687).

Activities PROHIBITED within the TPZ include:

- Storage or parking of vehicles, building materials, refuse, excavated spoils or dumping of poisonous materials, including but not limited to, paints, petroleum products, solvents, asbestos risk, or dirty water.
- The use of tree trunks as a which support anchor, as a temporary power pole, signpost, or other similar function.
- Cutting of tree roots by utility trenching, foundation digging, placement of curbs & trenches and other miscellaneous excavation.
- Soil disturbance, soil compaction, or grade changes.
- Drainage changes.



Section IV - Inspection Schedule

The Project Arborist retained by the applicant shall conduct the following required inspections of construction site for heritage trees:

- Pre-Construction Meeting:**
Prior to commencement of construction, the Contractor shall conduct a Pre-construction meeting to discuss Heritage Tree Protection with the Job Superintendent, Grading Equipment Operator, Project Arborist (Miguel Medina, phone # (408)933-8687).
- Inspection of Protective Tree Fencing:**
Project Arborist (Miguel Medina, phone # (408)933-8687) shall conduct an inspection of the trees and verify that the protective tree fencing is in place prior to issuance of a demolition, grading, or building permit.
- Inspection of Rough Grading:**
The Project Arborist (Miguel Medina, phone # (408)933-8687) shall perform an inspection during rough grading adjacent to the TPZ to ensure that trees will not be injured by compaction, soil or fill, drainage & trenching.
- Special activities within the Tree Protection Zone:**
Work in the area (TPZ) requires the direct on-site supervision of the Project Arborist (Miguel Medina, phone # (408)933-8687).

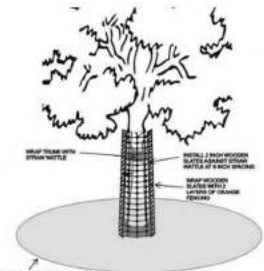


- Activities permitted or required within the TPZ include:
 - Walking. During construction, it is recommended that weed strips or similar materials be spaced within the TPZ to a 4" depth, leaving the trunk clear of mulch. Street trees existing irrigation system will not be disturbed.
 - Irrigation, aeration, fertilizing, or other beneficial practices that have been specifically approved for use by the Project Arborist (Miguel Medina, phone # (408)933-8687) within the TPZ.
 - Tunneling & Directional Drilling
If trenching or pipe installation has been approved by Project Arborist (Miguel Medina, phone # (408)933-8687), then the trench shall be cut by hand only.

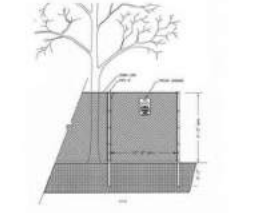
Section III - Injury Mitigation

A Mitigation Program is required if the approved development will cause drought stress, dust, decomposition, or soil compaction. To help reduce impact injury, one or more of the following mitigation measures shall be implemented and supervised by the Project Arborist (Miguel Medina, phone # (408)933-8687).

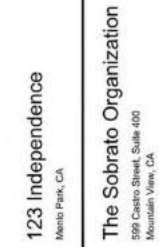
- Irrigation Program:**
Irrigate to wet the soil within the TPZ during the dry season as specified by the Project Arborist (Miguel Medina, phone # (408)933-8687).
- Dust Control Program:**
During periods of extended drought, spray trucks, hoses, and foggers to remove accumulated construction dust.
- Mitigation:**
 - Root Injury:**
Hand trenching shall avoid cutting any roots, but if free roots 2" (diameter) or larger are encountered, they must be clearly cut back to a smooth angled lateral root under the supervision of the Project Arborist (Miguel Medina, phone # (408)933-8687). The end of the root shall be sealed and kept moist. All exposed root areas within the TPZ shall be backfilled or covered within one hour. Exposed roots may be kept from drying out by temporarily covering the roots and exposing tapered burlap or tarping over the upper 3' (feet) of trench walls.
 - Bark or Root Wounding:**
Current bark tracing and treatment methods shall be performed as supervised by the Project Arborist (Miguel Medina, phone # (408)933-8687) within two days.
 - Severed Branch or Root Damage:**
Remove broken or torn branches back to an appropriate branch capable of resuming normal growth within five days. If leaves are lost severed branch equipment should be removed from the TPZ area. If leaves are lost severed branch equipment should be removed from the TPZ area. If leaves are lost severed branch equipment should be removed from the TPZ area.
 - Soil Compaction:**
Soil shall be dug by hand only to prevent the minimum root cut. The Project Arborist must be present to set up or relocate plant material.
 - Soil Loss, Sealing, or Other Root Injuries:**



TREE PROTECTION DETAIL FOR DETERMINING CRITICAL ROOT ZONE
ELEVATION
NOT TO SCALE

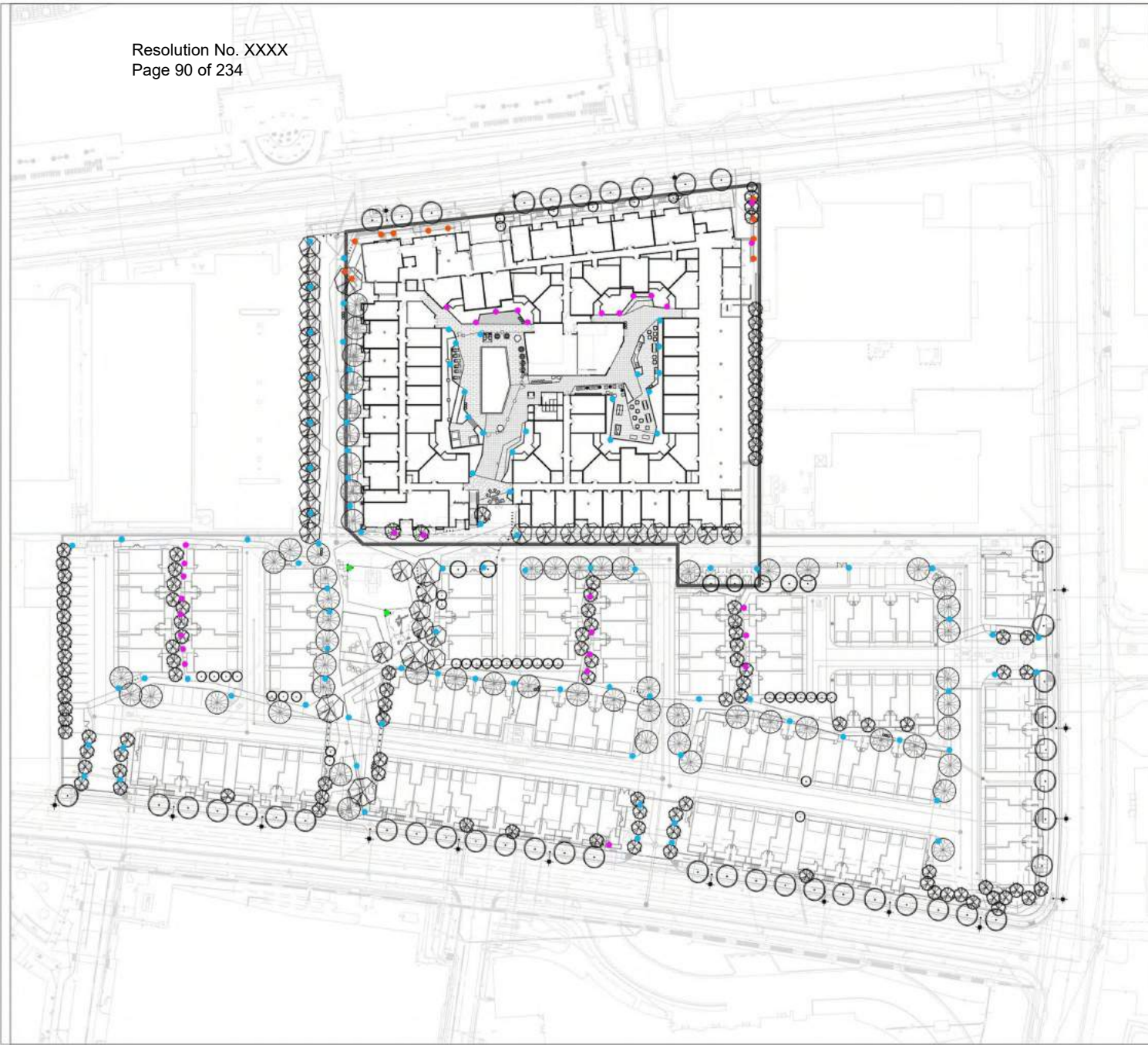


TREE PROTECTION DETAIL FOR DETERMINING CRITICAL ROOT ZONE
ELEVATION
NOT TO SCALE



Sheet Title:
TREE PROTECTION NOTES
Job No.: 20004
Date: 07/18/2023
Scale: NTS

Sheet No:
L8.10



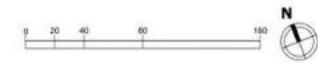
WALL LIGHT
BEGA 33 093 LED RECESSED WALL LIGHT

POLE LIGHT
BEGA 88 16 LED POLE TOP LUMINARIES

BOLLARD LIGHT
BEGA 77 752/753/787 LED BOLLARDS (VARIOUS HEIGHTS)

PARK AREA LIGHT
ARNE ARC41 SINGLE COLUMN SPIRAL 24.9R POLE

LED Configurations



THE Guzzardo Partnership, INC.
Landscape Architects Land Planners
Pier 9, The Embarcadero, Suite 115
San Francisco, CA 94111 | www.glp-inc.com

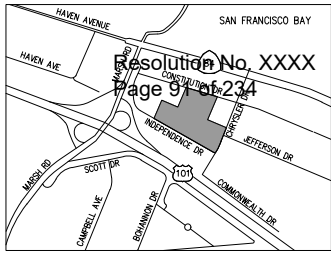
123 Independence
Menlo Park, CA

The Sobrato Organization
599 Castro Street, Suite 400
Mountain View, CA

Sheet Title:
LANDSCAPE LIGHTING PLAN

Job No: 20004
Date: 07/18/2023
Scale: 1" = 40'

Sheet No:
L9.01

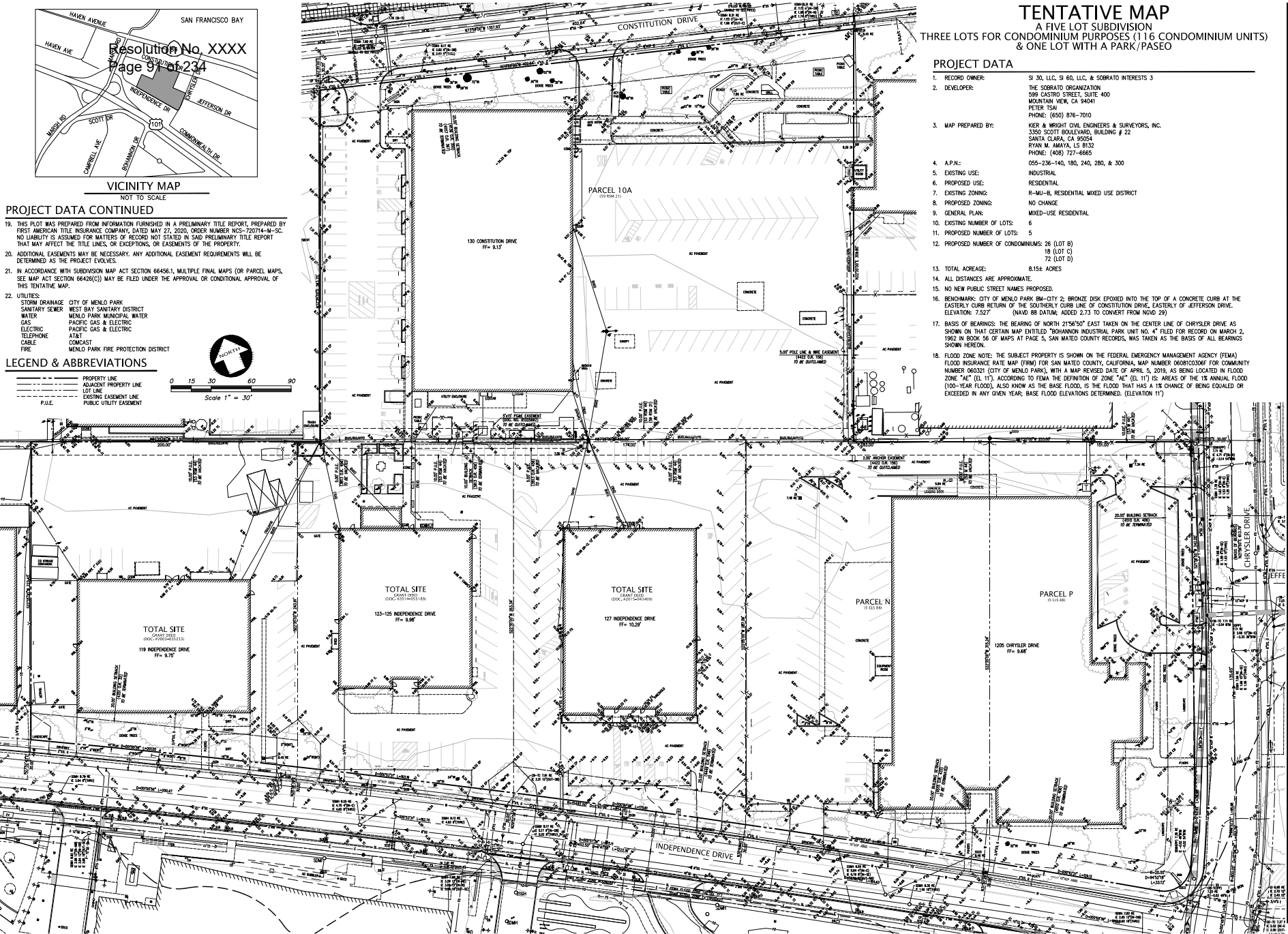
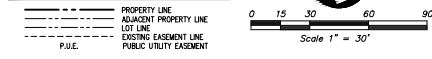


VICINITY MAP
NOT TO SCALE

PROJECT DATA CONTINUED

19. THIS PLOT WAS PREPARED FROM INFORMATION FURNISHED IN A PRELIMINARY TITLE REPORT, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED MAY 27, 2020, ORDER NUMBER NCS-720714-M-SC. NO LIABILITY IS ASSUMED FOR MATTERS OF RECORD NOT STATED IN SAID PRELIMINARY TITLE REPORT THAT MAY AFFECT THE TITLE LINES, OR EXCEPTIONS, OR EASEMENTS OF THE PROPERTY.
20. ADDITIONAL EASEMENTS MAY BE NECESSARY. ANY ADDITIONAL EASEMENT REQUIREMENTS WILL BE DETERMINED AS THE PROJECT EVOLVES.
21. IN ACCORDANCE WITH SUBDIVISION MAP ACT SECTION 66456.1, MULTIPLE FINAL MAPS (OR PARCEL MAPS, SEE MAP ACT SECTION 66426(C)) MAY BE FILED UNDER THE APPROVAL OR CONDITIONAL APPROVAL OF THIS TENTATIVE MAP.
22. UTILITIES:
 STORM DRAINAGE CITY OF MENLO PARK
 SANITARY SEWER WEST BAY SANITARY DISTRICT
 WATER MENLO PARK MUNICIPAL WATER
 GAS PACIFIC GAS & ELECTRIC
 ELECTRIC PACIFIC GAS & ELECTRIC
 TELEPHONE AT&T
 CABLE COMCAST
 FIRE MENLO PARK FIRE PROTECTION DISTRICT

LEGEND & ABBREVIATIONS



TENTATIVE MAP
 A FIVE LOT SUBDIVISION
 THREE LOTS FOR CONDOMINIUM PURPOSES (116 CONDOMINIUM UNITS)
 & ONE LOT WITH A PARK/PASEO

PROJECT DATA

1. RECORD OWNER: SI 30, LLC, SI 60, LLC, & SOBRATO INTERESTS 3
2. DEVELOPER: THE SOBRATO ORGANIZATION
599 CASTRO STREET, SUITE 400
MOUNTAIN VIEW, CA 94034
PETER TSAI
PHONE: (650) 876-7010
3. MAP PREPARED BY: KIER + WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.
3350 SCOTT BOULEVARD, BUILDING # 22
SANTA CLARA, CA 95054
RYAN M. MAYAYA, LS 0532
PHONE: (408) 727-6665
4. A.P.N.: 055-236-140, 180, 240, 280, & 300
5. EXISTING USE: INDUSTRIAL
6. PROPOSED USE: RESIDENTIAL
7. EXISTING ZONING: R-MU-B, RESIDENTIAL MIXED USE DISTRICT
8. PROPOSED ZONING: NO CHANGE
9. GENERAL PLAN: MIXED-USE RESIDENTIAL
10. EXISTING NUMBER OF LOTS: 6
11. PROPOSED NUMBER OF LOTS: 5
12. PROPOSED NUMBER OF CONDOMINIUMS: 26 (LOT B)
18 (LOT C)
72 (LOT D)
13. TOTAL ACREAGE: 8.15± ACRES
14. ALL DISTANCES ARE APPROXIMATE.
15. NO NEW PUBLIC STREET NAMES PROPOSED.
16. BENCHMARK: CITY OF MENLO PARK BM-CITY 2; BRONZE DISK EPOXIED INTO THE TOP OF A CONCRETE CURB AT THE EASTERLY CURB RETURN OF THE SOUTHERLY CURB LINE OF CONSTITUTION DRIVE, EASTERLY OF JEFFERSON DRIVE. ELEVATION: 7.527' (NAVD 88 DATUM; ADDED 2.73 TO CONVERT FROM NAVD 29)
17. BASIS OF BEARINGS: THE BEARING OF NORTH 21°54'50" EAST TAKEN ON THE CENTER LINE OF CHRYSLER DRIVE AS SHOWN ON THAT CERTAIN MAP ENTITLED "GOSHAWK 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 ALL BEARINGS SHOWN HEREON.
18. FLOOD ZONE NOTE: THE SUBJECT PROPERTY IS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) FOR SAN MATEO COUNTY, CALIFORNIA, MAP NUMBER 08030202F FOR COMMUNITY NUMBER 060321 (CITY OF MENLO PARK), WITH A MAP REVISED DATE OF APRIL 5, 2019, AS BEING LOCATED IN FLOOD ZONE "AE" (EL. 11'). ACCORDING TO FEMA THE DEFINITION OF ZONE "AE" (EL. 11') IS AREAS OF THE 1% ANNUAL FLOOD (100-YEAR FLOOD), ALSO KNOWN AS THE BASE FLOOD, IS THE FLOOD THAT HAS A 1% CHANCE OF BEING EQUALLED OR EXCEEDED IN ANY GIVEN YEAR; BASE FLOOD ELEVATIONS DETERMINED. (ELEVATION 11')

123 Independence
Menlo Park, CA

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Mountain View, CA

Sheet Title:
EXISTING CONDITIONS

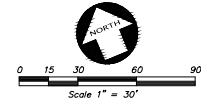
Job No. 20004
Date: 02/03/2023
Scale: AS SHOWN
Drawn By: MC

Sheet No.:
TM1



3350 Scott Boulevard, Suite 22
Mountain View, California 94034
Phone: (408) 727-6665
www.kierwright.com

CONSTITUTION DRIVE



LEGEND

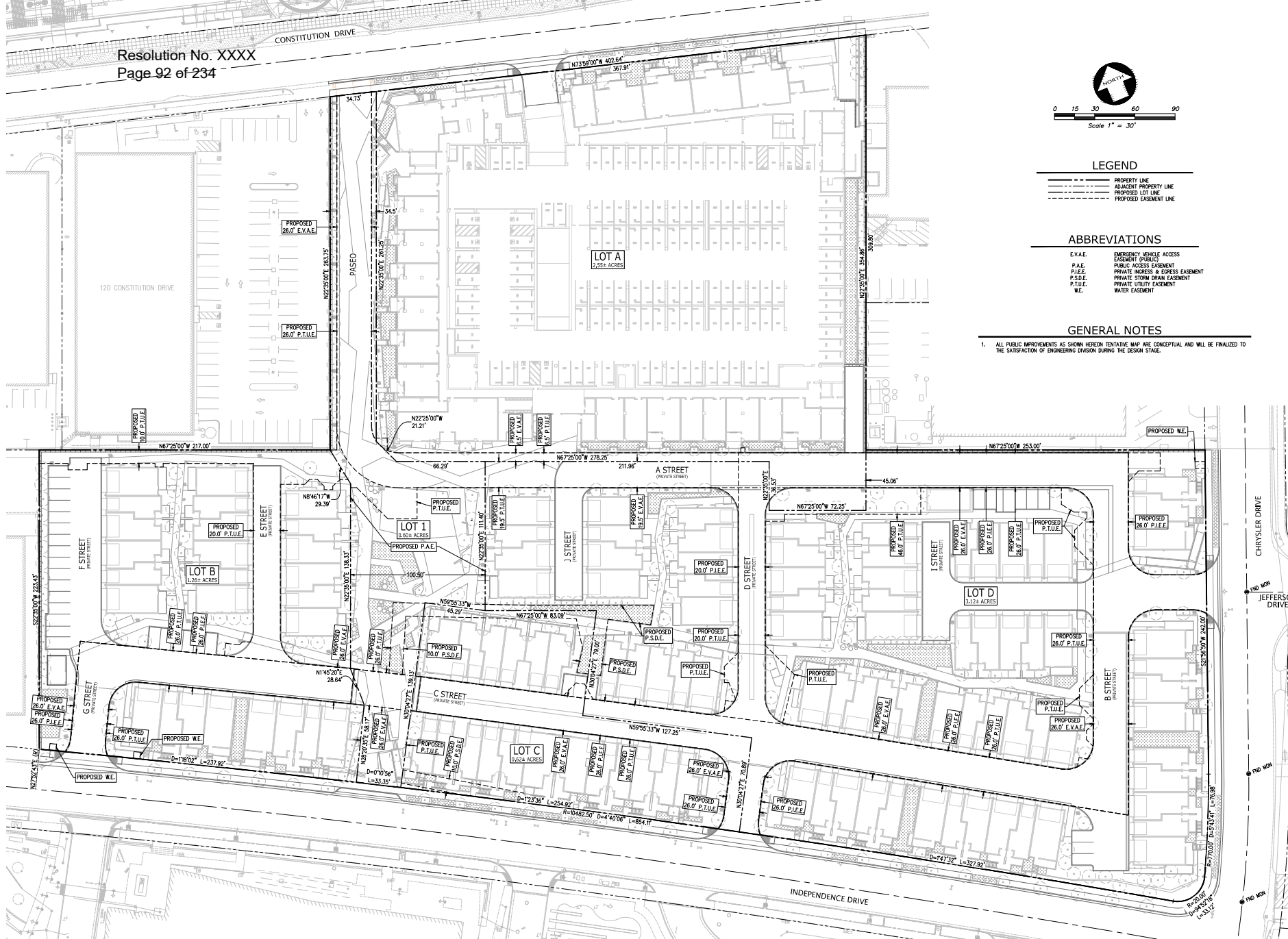
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- PROPOSED LOT LINE
- PROPOSED EASEMENT LINE

ABBREVIATIONS

- E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT (P.S.D.)
- P.A.E. PUBLIC ACCESS EASEMENT
- P.I.E. PRIVATE WALKWAY & EGRESS EASEMENT
- P.S.D.E. PRIVATE STORM DRAIN EASEMENT
- P.T.U.E. PRIVATE UTILITY EASEMENT
- W.E. WATER EASEMENT

GENERAL NOTES

1. ALL PUBLIC IMPROVEMENTS AS SHOWN HEREON TENTATIVE MAP ARE CONCEPTUAL AND WILL BE FINALIZED TO THE SATISFACTION OF ENGINEERING DIVISION DURING THE DESIGN STAGE.



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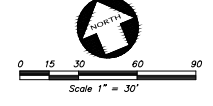
Sheet Title:
**PROPOSED
CONDITIONS**

Job No. 20004
Date: 02/03/2023
Scale: AS SHOWN
Drawn By: MC

Sheet No.:
TM2



390 Scott Boulevard, Suite 22
San Jose, California 95128
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LEGEND

ASR	AUTOMATIC SPRINKLER RISER	X ³⁰	STORM DRAIN LINE
AU	ACCESSIBLE UNITS	□	STORM DRAIN CATCH BASIN
BLDG	BUILDING	○	STORM DRAIN JUNCTION BOX
BOV	BLOWOFF VALVE	○	AUTOMATIC SPRINKLER RISER
CB	CATCH BASIN	○	BACK FLOW PREVENTION DEVICE
EX	EXISTING	○	FIRE DEPARTMENT CONNECTION
FF	FRESH FLOOR	○	FIRE HYDRANT & VALVE
FH	FIRE HYDRANT	○	SINGLE INDICATOR VALVE
FS	FIRE SERVICE	○	SANITARY SEWER MANHOLE
RSP	REINFORCED CONCRETE PIPE	○	SINGLE CHECK VALVE
RE	RETAINING WALL	○	STORM DRAIN MANHOLE
SD	STORM DRAIN	○	WATER METER
SS	SANITARY SEWER	○	FLOW THROUGH PLANTER, SEE DETAIL ON SHEET C5.1
SDMH	STORM DRAIN MANHOLE	○	RETAINING WALL
WM	WATER METER	○	RAIN WATER LEADER
WS	WATER SERVICE	○	RAIN WATER LEADER
SE	SPOT ELEVATION	○	RAIN WATER LEADER
EX	EXISTING UTILITY TO BE ABANDONED BY REMOVAL	○	TYPICAL
FS	FIRE SERVICE	○	PUMP
SS	SANITARY SEWER	○	LIGHTING
---	ADJACENT PROPERTY LINE	○	
---	PROPOSED LOT LINE	○	
---	PROPOSED EASEMENT LINE	○	

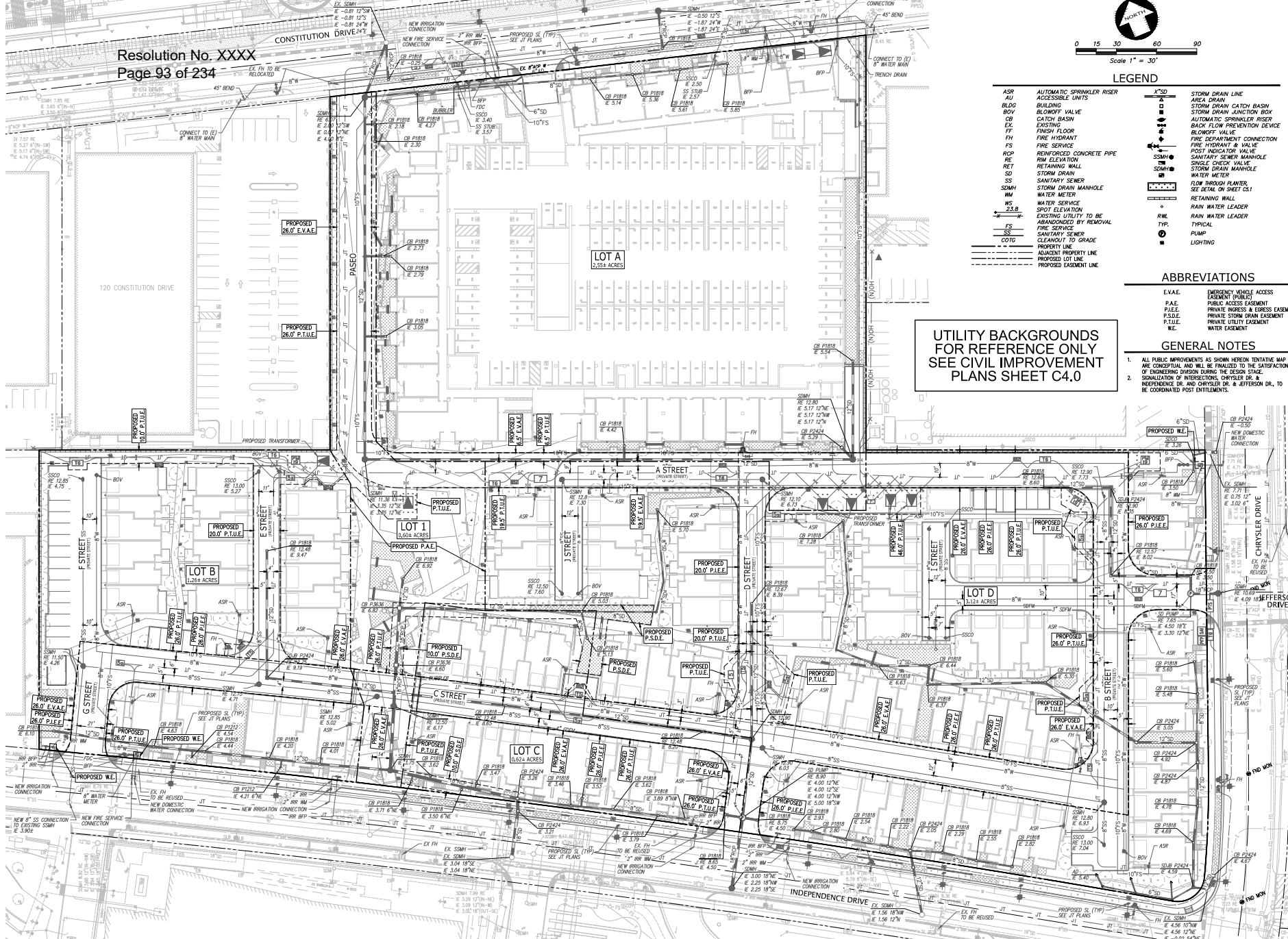
ABBREVIATIONS

E.V.A.E.	EMERGENCY VEHICLE ACCESS
E.A.S.E.	EASEMENT
P.A.E.	PUBLIC ACCESS EASEMENT
P.A.E.E.	PRIVATE ACCESS & EGRESS EASEMENT
P.S.D.E.	PRIVATE STORM DRAIN EASEMENT
P.T.U.E.	PRIVATE UTILITY EASEMENT
W.E.	WATER EASEMENT

GENERAL NOTES

1. ALL PUBLIC IMPROVEMENTS AS SHOWN HEREON TENTATIVE MAP ARE CONCEPTUAL AND WILL BE FINALIZED TO THE SATISFACTION OF ENGINEERING DIVISION DURING THE DESIGN STAGE.
2. SIGNALIZATION OF INTERSECTIONS, CHRYSLER DR. & INDEPENDENCE DR. AND CHRYSLER DR. & JEFFERSON DR., TO BE COORDINATED POST ENTITLEMENTS.

UTILITY BACKGROUNDS FOR REFERENCE ONLY
SEE CIVIL IMPROVEMENT PLANS SHEET C4.0



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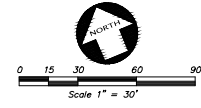
Sheet Title:
PROPOSED UTILITIES

Job No. 20004
Date: 02/03/2023
Scale: AS SHOWN
Drawn By: MC

Sheet No.:
TM3

CONSTITUTION DRIVE

120 CONSTITUTION DRIVE



LEGEND

- PROPERTY LINE
- - - ADJACENT PROPERTY LINE
- PROPOSED LOT LINE
- - - PROPOSED EASEMENT LINE
- - - EMERGENCY VEHICLE ACCESS EASEMENT
- E.V.A.E.
- P.T.U.E.
- PRIVATE UTILITY EASEMENT

GENERAL NOTES

1. ALL PUBLIC IMPROVEMENTS AS SHOWN HEREON TENTATIVE MAP ARE CONCEPTUAL AND WILL BE FINALIZED TO THE SATISFACTION OF ENGINEERING DIVISION DURING THE DESIGN STAGE.

LOT A
2.95+ ACRES

LOT B
1.26+ ACRES

LOT 1
1.60+ ACRES

LOT C
3.74+ ACRES

PROPOSED
26.0' E.V.A.E.

PROPOSED
26.0' P.T.U.E.

PROPOSED
8.5' E.V.A.E.

PROPOSED
8.5' P.T.U.E.

PROPOSED
26.0' E.V.A.E.

PROPOSED
18.5' P.T.U.E.

PROPOSED
18.5' P.T.U.E.

PROPOSED
18.5' E.V.A.E.

CHRYSLER DRIVE

JEFFERSON DRIVE

END WORK

END WORK

END WORK

INDEPENDENCE DRIVE

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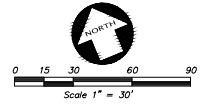
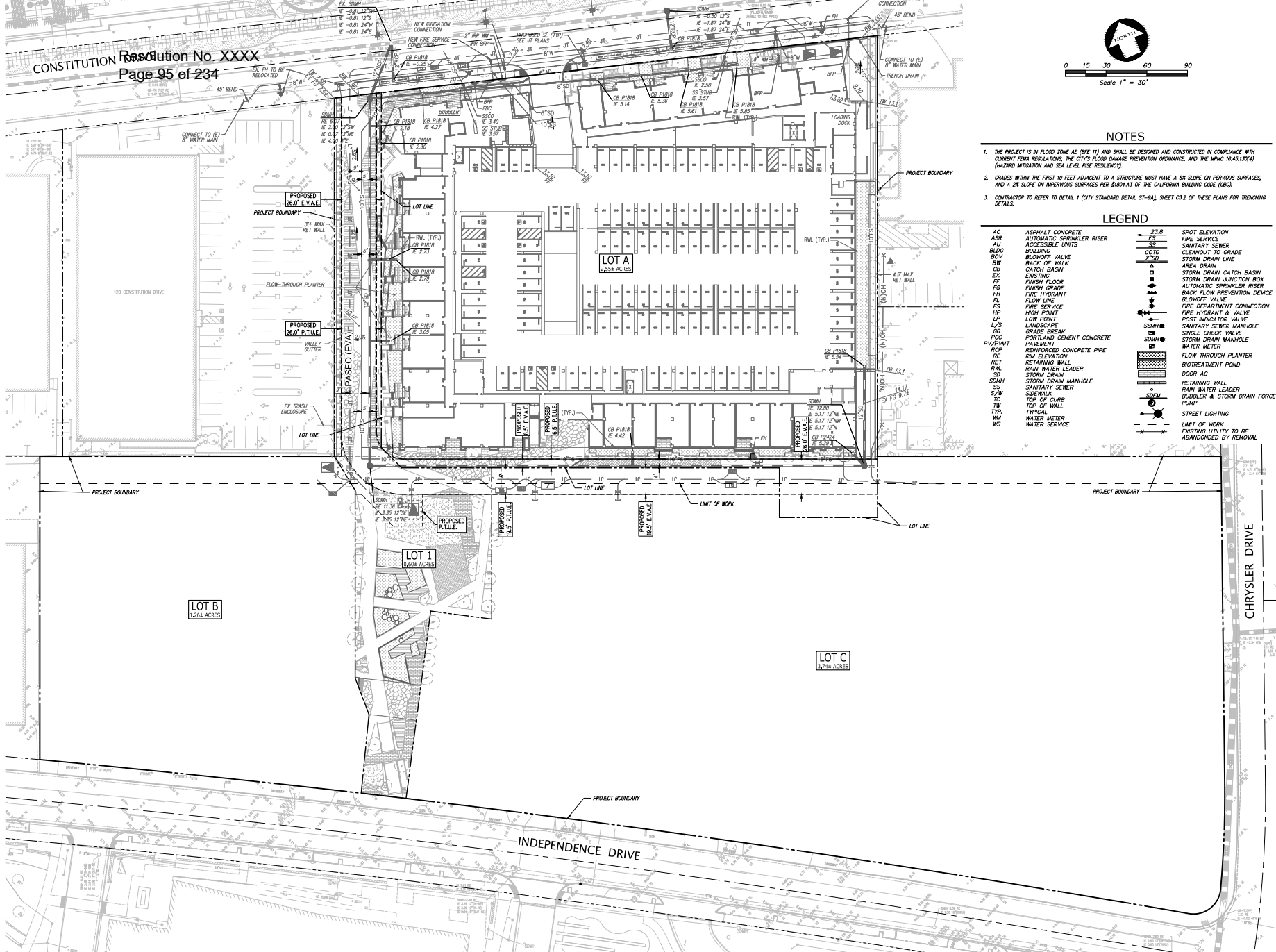
Sheet Title:
PHASE 1

Job No. 20004
Date: 02/03/2023
Scale: AS SHOWN
Drawn By: MC

Sheet No:
TM4



3180 Scott Boulevard, Building 22
San Jose, California 95064
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NOTES

1. THE PROJECT IS IN FLOOD ZONE AE (BE 1) AND SHALL BE DESIGNED AND CONSTRUCTED IN COMPLIANCE WITH CURRENT FEMA REGULATIONS, THE CITY'S FLOOD DAMAGE PREVENTION ORDINANCE, AND THE MPC 16.45.100(4) (HAZARD MITIGATION AND SEA LEVEL RISE RESILIENCE).
2. GRADES WITHIN THE FIRST 10 FEET ADJACENT TO A STRUCTURE MUST HAVE A 5% SLOPE ON PERVIOUS SURFACES, AND A 2% SLOPE ON IMPERVIOUS SURFACES PER §18044.3 OF THE CALIFORNIA BUILDING CODE (CBC).
3. CONTRACTOR TO REFER TO DETAIL 1 (CITY STANDARD DETAIL S1-84), SHEET C3.2 OF THESE PLANS FOR TRENCHING DETAILS.

LEGEND

AC	ASPHALT CONCRETE	FS	SPOT ELEVATION
ASR	AUTOMATIC SPRINKLER RISER	FS	FIRE SERVICE
AU	ACCESSIBLE UNITS	SS	SANITARY SEWER
BUDC	BUILDING	SS	CATCH BASIN
BV	BLOWOFF VALVE	SS	STORM DRAIN LINE
BOV	BACK OF VALVE	COTC	CATCH BASIN
BW	BACK OF WALL	SD	STORM DRAIN MANHOLE
CB	CATCH BASIN	SD	STORM DRAIN MANHOLE
CB	EXISTING	SD	STORM DRAIN MANHOLE
FF	FINISH FLOOR	SSM	SANITARY SEWER MANHOLE
FG	FINISH GRADE	SSM	SANITARY SEWER MANHOLE
FH	FIRE HYDRANT	SSM	SANITARY SEWER MANHOLE
FL	FIRE SERVICE	SSM	SANITARY SEWER MANHOLE
HP	HIGH POINT	SSM	SANITARY SEWER MANHOLE
LP	LOW POINT	SSM	SANITARY SEWER MANHOLE
L/S	LANDSCAPE	SSM	SANITARY SEWER MANHOLE
GB	GRADE BREAK	SSM	SANITARY SEWER MANHOLE
PCC	PORTLAND CEMENT CONCRETE	SSM	SANITARY SEWER MANHOLE
P/P/PAINT	PAVEMENT	SSM	SANITARY SEWER MANHOLE
RC	REINFORCED CONCRETE PIPE	SSM	SANITARY SEWER MANHOLE
RE	RETAINING WALL	SSM	SANITARY SEWER MANHOLE
RWL	RAIN WATER LEADER	SSM	SANITARY SEWER MANHOLE
RM	RETAINING WALL	SSM	SANITARY SEWER MANHOLE
SD	STORM DRAIN	SSM	SANITARY SEWER MANHOLE
SS	SANITARY SEWER	SSM	SANITARY SEWER MANHOLE
S/W	SIDEWALK	SSM	SANITARY SEWER MANHOLE
TC	TOP OF CURB	SSM	SANITARY SEWER MANHOLE
TW	TYPICAL	SSM	SANITARY SEWER MANHOLE
MM	WATER METER	SSM	SANITARY SEWER MANHOLE
WS	WATER SERVICE	SSM	SANITARY SEWER MANHOLE

123 Independence Phase 1
Menlo Park, CA

The Sobrato Organization
599 Castro Street, Suite 400
Mountain View, CA

Sheet Title:
**GRADING & UTILITY PLAN
PHASE 1**
Job No. 20004
Date: 02/03/2023
Scale: AS SHOWN
Drawn By: MC

Sheet No.:
TM5

NOTES

1. THIS PLOT WAS PREPARED FROM INFORMATION FURNISHED IN A PRELIMINARY TITLE REPORT, PREPARED BY FIRST AMERICAN TITLE COMPANY, DATED OCTOBER 09, 2015, ORDER NUMBER NCS-763122-SC, A PRELIMINARY TITLE REPORT, PREPARED BY FIRST AMERICAN TITLE COMPANY, DATED SEPTEMBER 24, 2015, ORDER NUMBER NCS-727552-4, A PRELIMINARY TITLE REPORT, PREPARED BY FIRST AMERICAN TITLE COMPANY, DATED APRIL 17, 2015, ORDER NUMBER NCS-720093-56, AND IN A PRELIMINARY TITLE REPORT, PREPARED BY FIRST AMERICAN TITLE COMPANY, DATED APRIL 17, 2015, ORDER NUMBER NCS-720093-56, AND IN A PRELIMINARY TITLE REPORT, DATED FEBRUARY 18, 2015, ORDER NUMBER NCS-725212-SC. NO LIABILITY IS ASSUMED FOR MATTERS OF RECORD NOT STATED IN SAID PRELIMINARY TITLE REPORT THAT MAY AFFECT THE TITLES, OR EXCEPTIONS, OR EASEMENTS OF THE PROPERTY.

2. ALL DISTANCES AND ELEVATIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

3. THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS TOPOGRAPHIC SURVEY WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. (A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES). HOWEVER, THE ENGINEER CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED, BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.

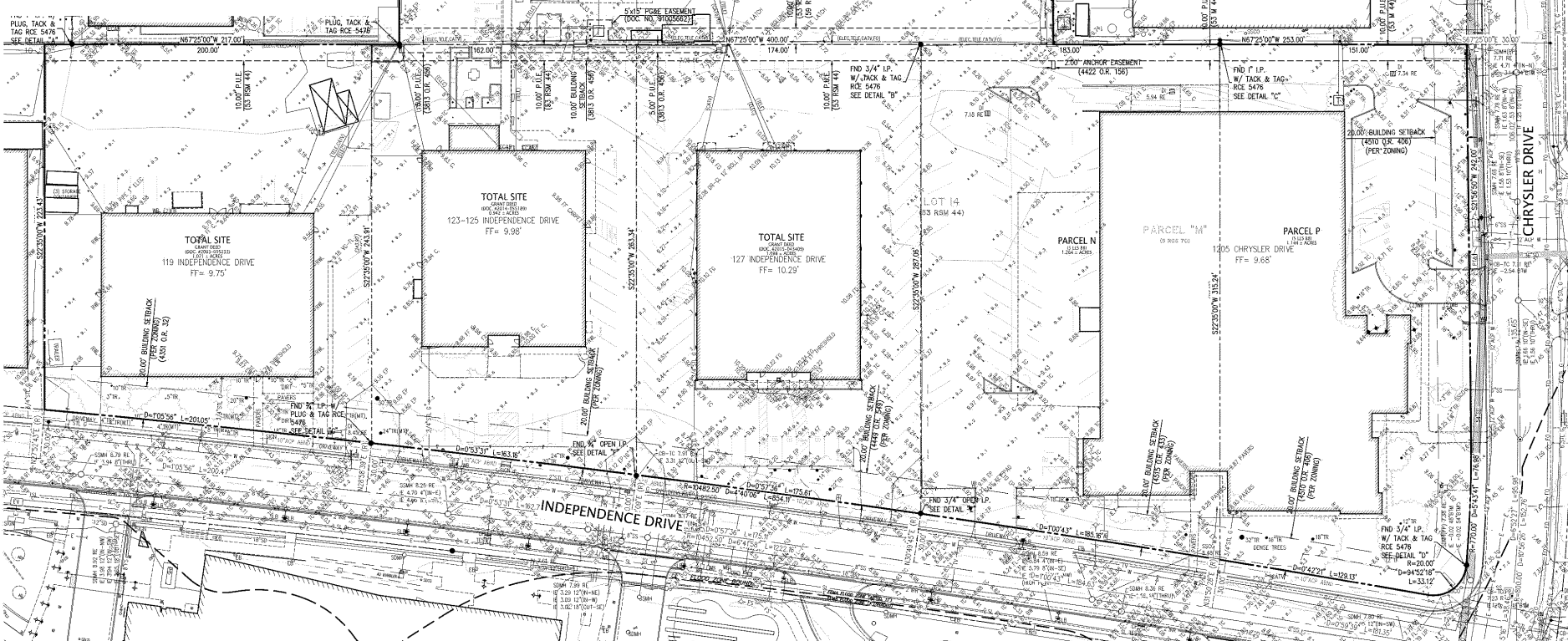
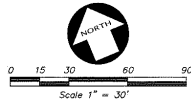
4. BENCHMARK: CITY OF MENLO PARK DM-CITY 2 BRONZE DISK EXPOSED INTO THE TOP OF A CONCRETE CURB AT THE EASTERLY CURB RETURN OF THE SOUTHERLY CURB LINE OF CONSTITUTION DRIVE, EASTERLY OF JEFFERSON DRIVE. (NAVD 88 DATUM, ADDED 2.73 TO CONVERT FROM NAVD 29) ELEVATION: 7.5227'

5. FLOOD ZONE NOTE: THE SUBJECT PROPERTY IS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) FOR SAN MATEO COUNTY, CALIFORNIA, MAP NUMBER 680803006F FOR COMMUNITY NUMBER 060301 (CITY OF MENLO PARK), WITH A MAP REVISED DATE OF APRIL 5, 2016, AS BEING LOCATED IN FLOOD ZONE "AE"(EL 11').

ACCORDING TO FEMA THE DEFINITION OF ZONE "AE"(EL 11') IS: AREAS OF THE 1% ANNUAL FLOOD (100-YEAR FLOOD), ALSO KNOWN AS THE BASE FLOOD, IS THE FLOOD THAT HAS A 1% CHANCE OF BEING EQUALLED OR EXCEEDED IN ANY GIVEN YEAR; BASE FLOOD ELEVATIONS DETERMINED. (ELEVATION 11')

6. BASIS OF BEARINGS: THE BEARING OF NORTH 21°52'00" EAST TAKEN ON THE CENTERLINE OF CHRYSLER DRIVE AS SHOWN ON THAT CERTAIN MAP ENTITLED "BOHANNAN 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 ALL BEARINGS SHOWN HEREON.

Resolution: 1/32" = 1' 0"



ABBREVIATIONS					
AC	ASPHALT CONCRETE	EW	EDGE OF WALK	RND	ROUND
ADP	ASBESTOS CONCRETE PIPE	FF	FRESH FLOOD	RSD	RECORDED SUBDIVISION MAP
AD	AREA DRAIN	FL	FLOW LINE	RWL	RAIN WATER LEADER
ASPH	ASPHALT	FND	FOUND	S	SOUTH
BR	BOTTOM OF HAMP	FOB	FIBER OPTIC BOX	SSCO	STORM DRAIN CLEAN OUT
BS	BOTTOM OF STAMP	FOH	FIBER OPTIC MANHOLE	SSW	STORM DRAIN MANHOLE
BTM	BOTTOM	CV	GAS VALVE	SLS	STREET LIGHT BOX
CB	BACK OF WALK	IB	IRRIGATION BOX	SQRE	SQUARE
C/CONC	CONCRETE	ICB	IRRIGATION CONTROL BOX	SSB	SANITARY SEWER BOX
CATV	CABLE TELEVISION	IE	INVERT ELEVATION	SSCO	SANITARY SEWER CLEAN OUT
CB	CATCH BASIN	IP	IRON PIPE	SSMH	SANITARY SEWER MANHOLE
CO	CLEAN OUT TO GRADE	L/S	LANDSCAPE	STL	STEEL
COND	CONDUIT	LIP	LIP OF GUTTER	TB	TELEPHONE BOX
CP	CATHODIC PROTECTION	M	MAPS	TC	TOP OF CURB
DOC.	DOCUMENT	MH	MANHOLE	TCAB	TELEPHONE CABINET
DI	DROP INLET	MON	MONUMENT	TE	TRASH ENCLOSURE
DWY	DRIVEWAY	MOB	MONUMENT	TELE	TELEPHONE
E	EAST	NO.	NUMBER	TMH	TELEPHONE MANHOLE
EB	ELECTRIC BOX	O.R.	OFFICIAL RECORD	TS	TOP OF STEP
ECAB	ELECTRIC CABINET	PE	PEDESTAL	UB	UTILITY BOX
ELEC	ELECTRICAL	PL	PLASTIC	UV	UTILITY VAULT
EM	ELECTRIC METER	PP	PER PLAN	VG	VALLEY GUTTER
EP	ELECTRIC OUTLET	PRT	PACIFIC TELEPHONE & TELEGRAPH	W	WEST
EV	EDGE OF PAVEMENT	P.U.E.	PUBLIC UTILITY EASEMENT	W/E	WITH
		RCE	REGISTERED CIVIL ENGINEER	WB	WATER BOX
		RE	RM ELEVATION	WM	WATER METER

LEGEND	
	ASPHALT BERM
	BUILDING LINE
	CENTERLINE
	CONCRETE BLOCK/RETAINING WALL
	CONCRETE CURB
	CONCRETE CURB & GUTTER
	DRIVEWAY
	EDGE OF PAVEMENT
	ELECTRIC LINE
	FENCE LINE
	FIBER OPTICS LINE
	GAS LINE - VALVE & METER
	JOINT TRENCH
	LOT LINE
	MONUMENT/MONUMENT LINE
	OVERHEAD POWER LINE
	PROPERTY LINE
	SANITARY SEWER-MANHOLE & CLEANOUT
	SEWER LINE
	SPOT ELEVATION
	STORM DRAIN-MANHOLE & CATCH BASIN
	STREET LIGHT CONDUIT LINE
	TELEPHONE LINE
	WATER LINE & VALVE
	AUTOMATIC SPRINKLER RISERS
	BACKFLOW PREVENTION DEVICE
	ELECTRODE
	FIRE DEPARTMENT CONNECTION
	FIRE HYDRANT
	FLAG POLE
	GAS METER
	HANDICAPPED SYMBOL
	HOSER/BOX
	MAIL BOX
	POST INDICATOR VALVE
	POWER POLE/CONT POLE
	TRANSFORMER
	TRAFFIC SIGN
	TREE
	UTILITY BOX
	WALK-BELTED LIGHT
	WATER VALVE

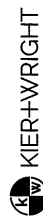
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Sheet Title:
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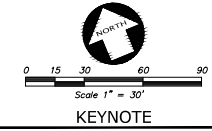
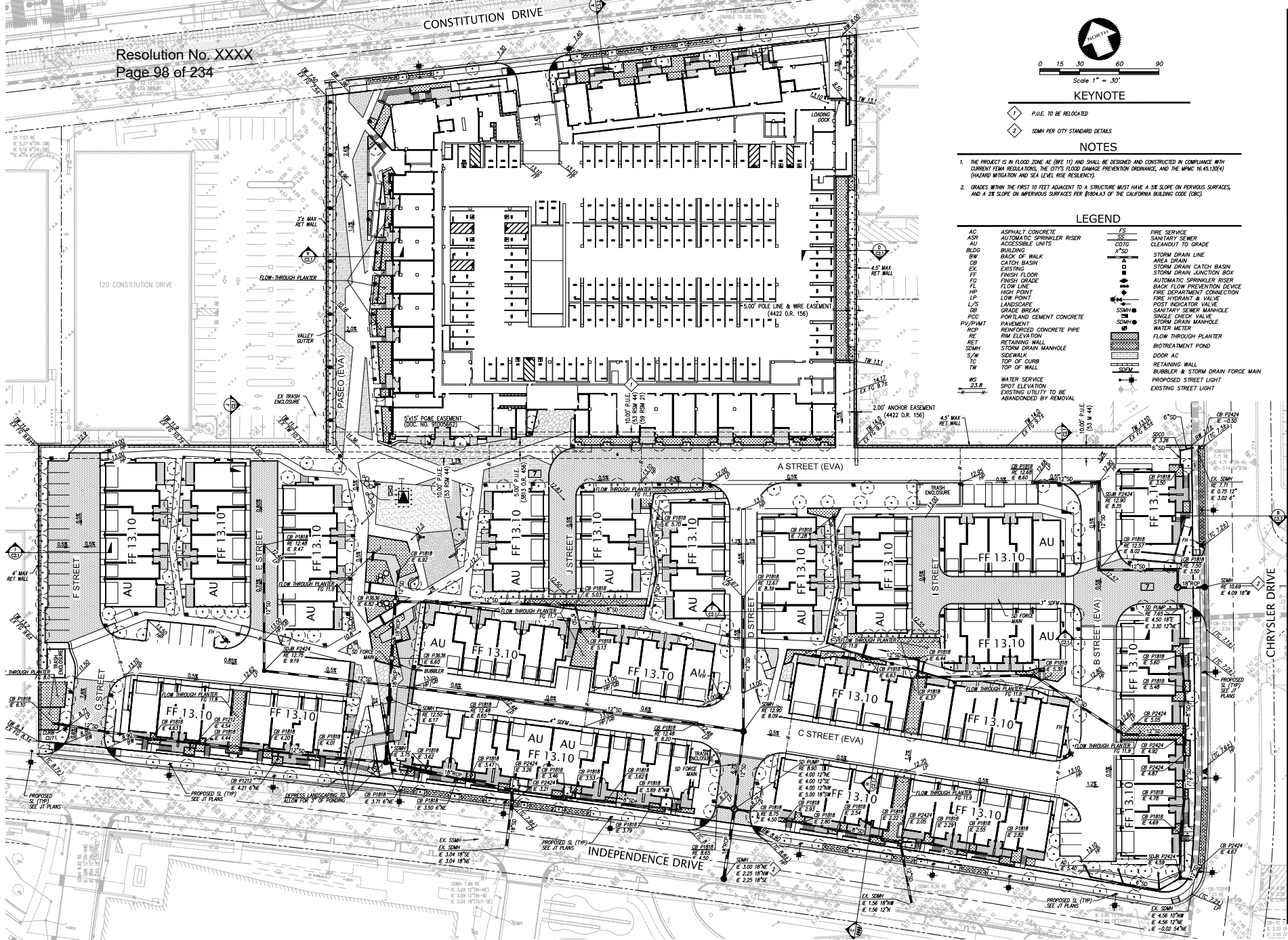
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Date: 02/03/2023
Scale: AS SHOWN
Drawn By: MC

Sheet No.:
C1.0



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- KEYNOTE**
- ① P.U.E. TO BE RELOCATED
 - ② 50MM PER CITY STANDARD DETAILS

- NOTES**
1. THE PROJECT IS IN FLOOD ZONE AE (FE 11) AND SHALL BE DESIGNED AND CONSTRUCTED IN COMPLIANCE WITH CURRENT FEMA REGULATIONS, THE CITY'S FLOOD DAMAGE PREVENTION ORDINANCE, AND THE NPAC 16.45.100(4) (HAZARD MITIGATION AND SEA LEVEL RISE RESILIENCY).
 2. GRADES WITHIN THE FIRST 10 FEET ADJACENT TO A STRUCTURE MUST HAVE A 5% SLOPE ON PERVIOUS SURFACES, AND A 2% SLOPE ON IMPERVIOUS SURFACES PER 81604.3 OF THE CALIFORNIA BUILDING CODE (CBC).

LEGEND

AC	ASPHALT CONCRETE	FS	FIRE SERVICE
ASR	AUTOMATIC SPRINKLER RISER	SS	SPOT ELEVATION
AU	ACCESSIBLE UNITS	SS	STORM DRAIN CLEANOUT TO GRADE
BUILDING	BUILDING	X"SD	STORM DRAIN LINE
BW	BACK OF WALK		AREA DRAIN
CB	CATCH BASIN		STORM DRAIN CATCH BASIN
CO	EXISTING		STORM DRAIN JUNCTION BOX
FF	FINISH FLOOR		AUTOMATIC SPRINKLER RISER
FG	FINISH GRADE		BACK FLOW PREVENTION DEVICE
FL	FLOW LINE		FIRE DEPARTMENT CONNECTION
HP	HIGH POINT		FIRE HYDRANT & VALVE
LP	LOW POINT		POST INDICATOR VALVE
L/S	LANDSCAPE		SANITARY SEWER MANHOLE
OB	GRADE BREAK		SINGLE CHECK VALVE
PCC	PORTLAND CEMENT CONCRETE		STORM DRAIN MANHOLE
P/VP/PMAT	PAVEMENT		WATER METER
PCP	REINFORCED CONCRETE PIPE		FLOW THROUGH PLANTER
PE	RIM ELEVATION		BOT/TREATMENT POND
RET	RETAINING WALL		DOOR AC
SDMH	STORM DRAIN MANHOLE		RETAINING WALL
S/W	SIDEWALK		BUBBLER & STORM DRAIN FORCE MAIN
TC	TOP OF CURB		PROPOSED STREET LIGHT
T/W	TOP OF WALL		EXISTING STREET LIGHT
WS	WATER SERVICE		
23.8	SPOT ELEVATION		
	EXISTING UTILITY TO BE ABANDONED BY REMOVAL		

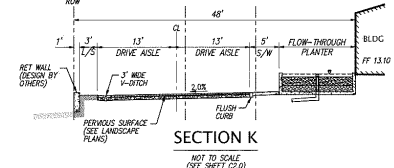
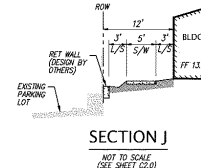
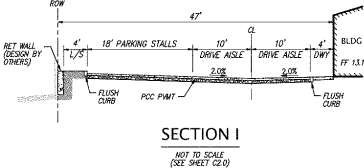
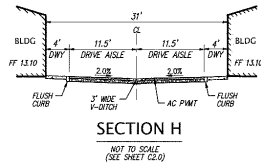
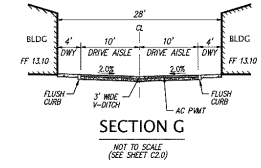
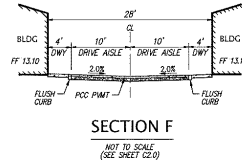
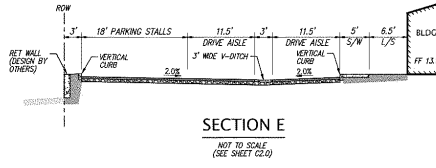
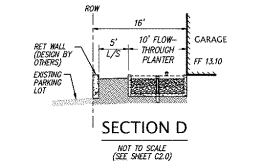
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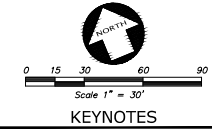
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GRADING PLAN

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Date: 02/03/2023
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Drawn By: MC

Sheet No.:
C2.0



CONSTITUTION DRIVE



KEYNOTES

1 P.U.E. TO BE RELOCATED

NOTES

1. THE PROJECT IS IN FLOOD ZONE A4 (FE 11) AND SHALL BE DESIGNED AND CONSTRUCTED IN COMPLIANCE WITH CURRENT FEMA REGULATIONS, THE CITY'S FLOOD DAMAGE PREVENTION ORDINANCE, AND THE IMVIC 16-45.100(4) (HAZARD MITIGATION AND SEA LEVEL RISE RESILIENCY).
2. GRADES WITHIN THE FIRST 10 FEET ADJACENT TO A STRUCTURE MUST HAVE A 2% SLOPE ON PAVEMENT SURFACES, AND A 2% SLOPE ON UNPAVED SURFACES PER 89043.1 OF THE CALIFORNIA BUILDING CODE (CBC).
3. CONTRACTOR TO REFER TO DETAIL 1 (CITY STANDARD DETAIL 51-94), SHEET C3.2 OF THESE PLANS FOR TRENCHING DETAILS.

LEGEND

AC	ASPHALT CONCRETE	FS	FIRE SERVICE
ASR	AUTOMATIC SPRINKLER RISER	SS	SANITARY SEWER
AU	ACCESSIBLE UNITS	COTG	CLEANOUT TO GRADE
BUDG	BUILDING	X'SD	STORM DRAIN LINE
BW	BACK OF WALK		AREA DRAIN
CB	CATCH BASIN		STORM DRAIN CATCH BASIN
EX	EXISTING		STORM DRAIN JUNCTION BOX
FF	FINISH FLOOR		AUTOMATIC SPRINKLER RISER
FG	FINISH GRADE		BACK FLOW PREVENTION DEVICE
FL	FLOW LINE		FIRE DEPARTMENT CONNECTION
HP	HIGH POINT		FIRE HYDRANT & VALVE
LP	LOW POINT		POST INDICATOR VALVE
L/S	LANDSCAPE		SANITARY SEWER MANHOLE
GB	GRADE BREAK		SINGLE CHECK VALVE
PCC	PORTLAND CEMENT CONCRETE		STORM DRAIN MANHOLE
P/VP/PMAT	PAVEMENT		WATER METER
RCP	REINFORCED CONCRETE PIPE		FLOW THROUGH PLANTER
RE	RIM ELEVATION		BOTREATMENT POND
RET	RETAINING WALL		DOOR AC
SDMH	STORM DRAIN MANHOLE		RETAINING WALL
S/W	SIDEWALK		BUBBLER & STORM DRAIN FORCE MAIN
TC	TOP OF CURB		LIMIT OF WORK
TW	TOP OF WALL		PROPOSED STREET LIGHT
WS	WATER SERVICE		EXISTING UTILITY TO BE
S.S.B.	SPOT ELEVATION		ASANDGRADED BY REMOVAL

THIS AREA TO BE DEMOLISHED

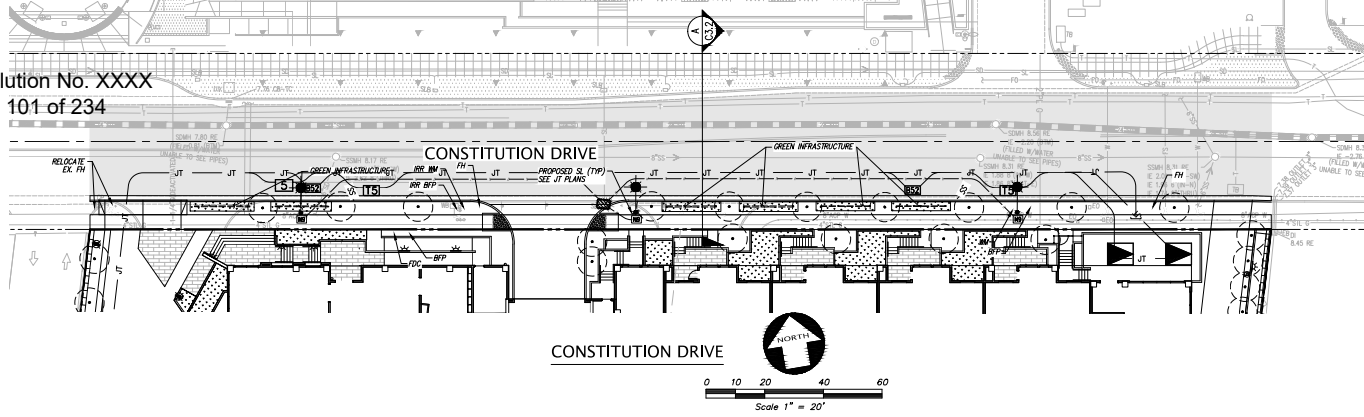
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PHASE 1

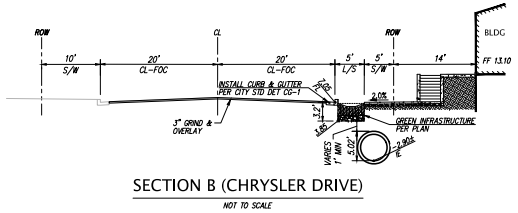
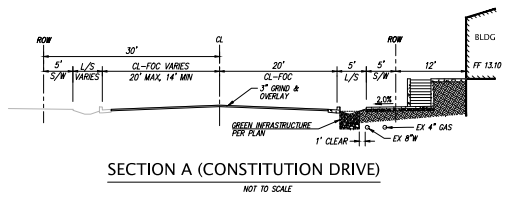
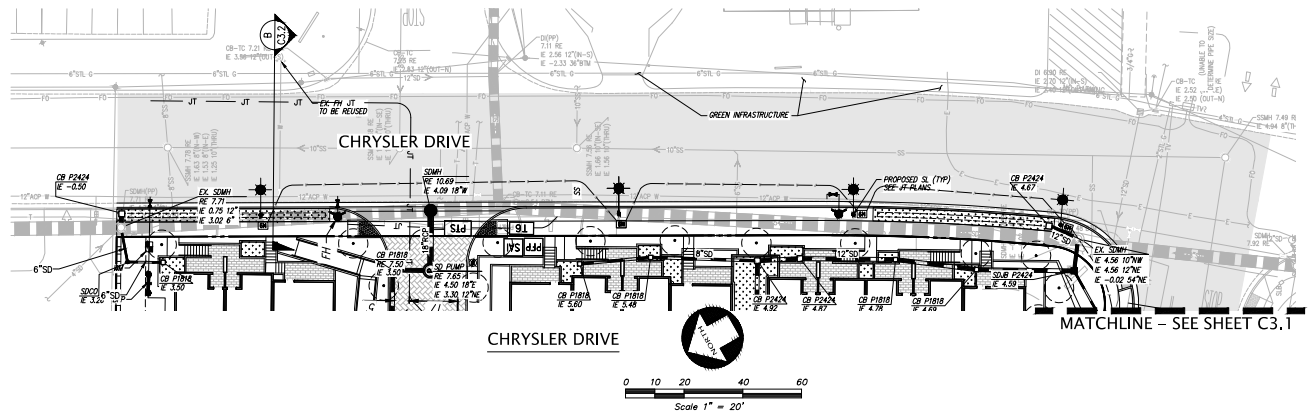
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LEGEND

- BIOTREATMENT POND
- 3" GRIND & OVERLAY
- WATER SERVICE
- FIRE SERVICE
- SANITARY SEWER
- CLEANOUT TO GRADE
- STORM DRAIN LINE
- AREA DRAIN
- STORM DRAIN CATCH BASIN
- STORM DRAIN JUNCTION BOX
- AUTOMATIC SPRINKLER RISERS
- BACKFLOW PREVENTION DEVICE
- FIRE DEPARTMENT CONNECTION
- FIRE HYDRANT & VALVE
- POST INDICATOR VALVE
- SANITARY SEWER MANHOLE
- SINGLE CHECK VALVE
- STORM DRAIN MANHOLE
- WATER METER
- PROPOSED STREET LIGHT



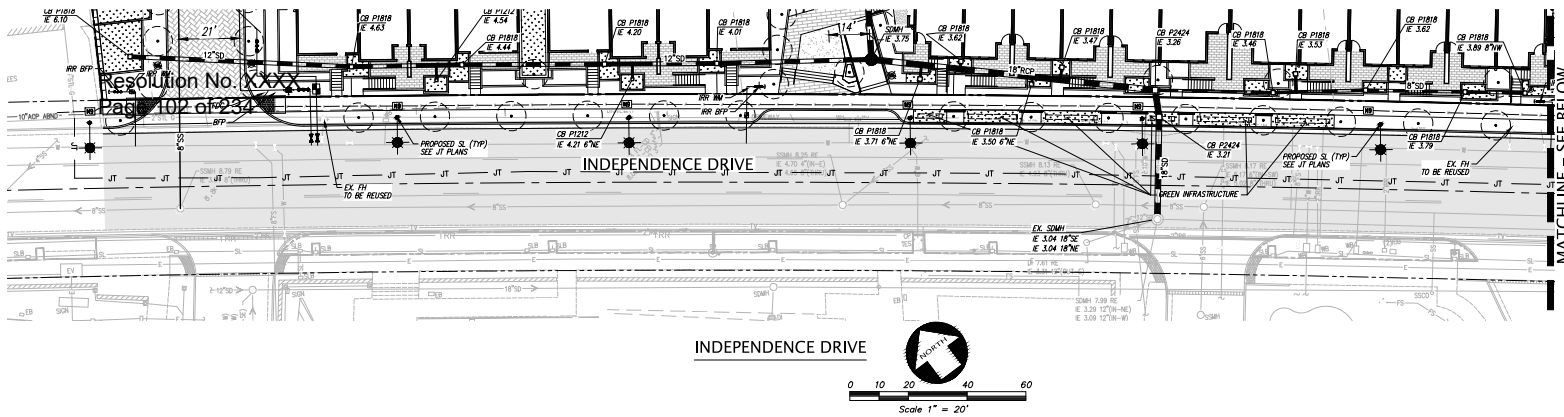
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Sheet Title:
OFFSITE PLANS & SECTIONS

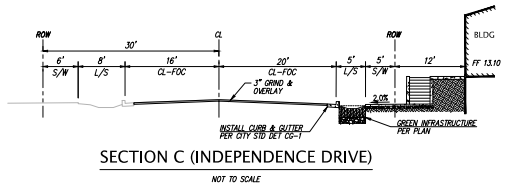
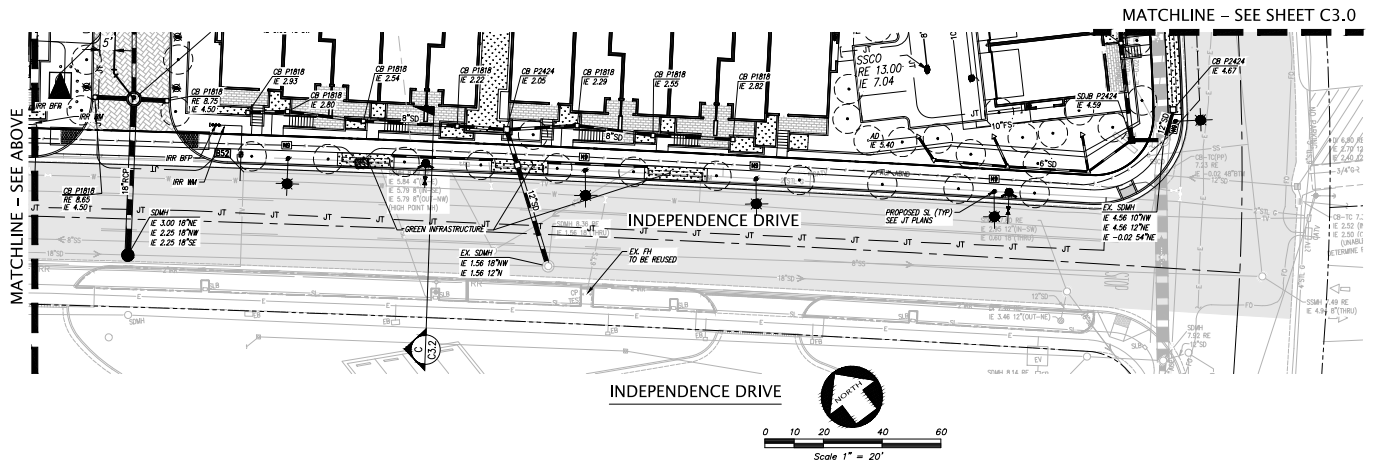
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Sheet No:
C3.0



LEGEND

- BIOTREATMENT POND
- 1" GRIND & OVERLAY
- WATER SERVICE
- FIRE SERVICE
- SANITARY SEWER
- CLEANOUT TO GRADE
- STORM DRAIN LINE
- AREA DRAIN
- STORM DRAIN CATCH BASIN
- STORM DRAIN JUNCTION BOX
- AUTOMATIC SPRINKLER RISER
- BACK FLOW PREVENTION DEVICE
- FIRE DEPARTMENT CONNECTION
- FIRE HYDRANT & VALVE
- POST INDICATOR VALVE
- SANITARY SEWER MANHOLE
- SINGLE CHECK VALVE
- STORM DRAIN MANHOLE
- WATER METER
- PROPOSED STREET LIGHT



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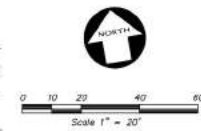
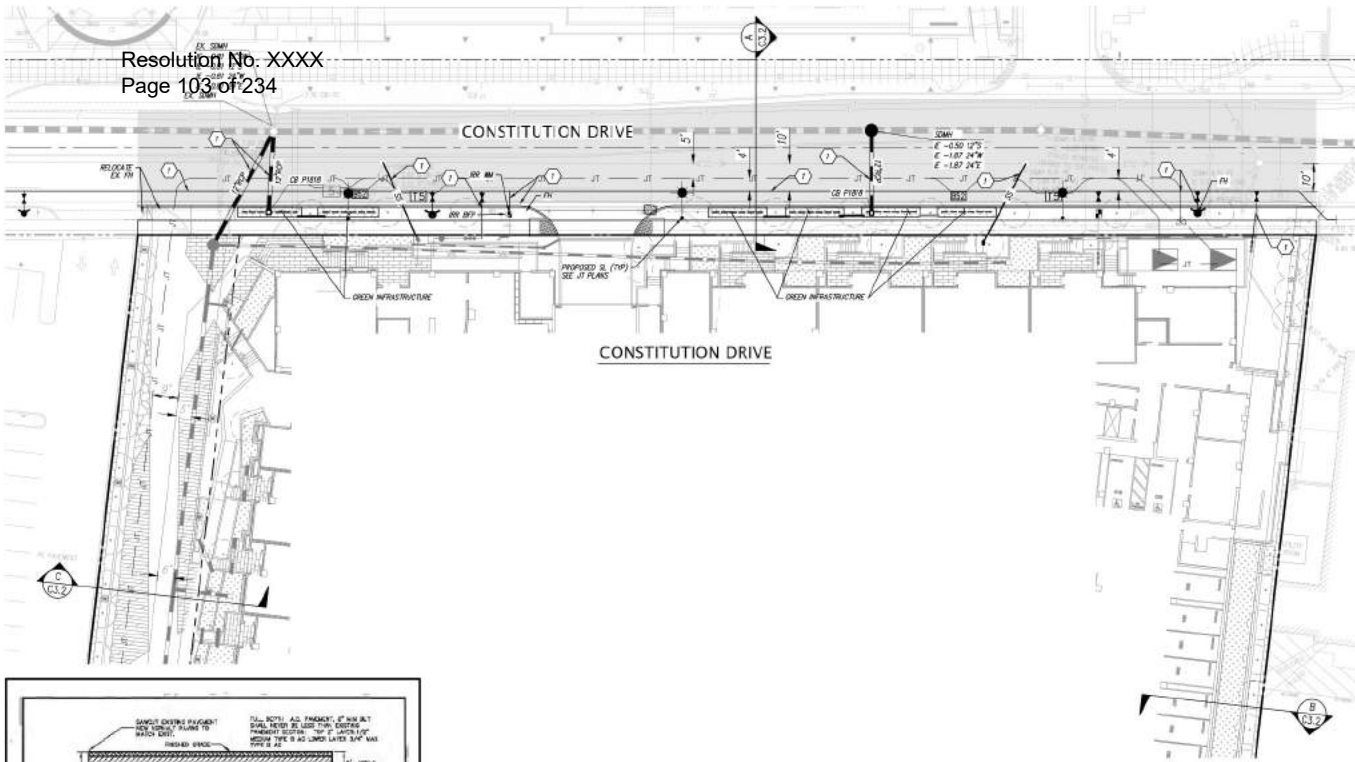
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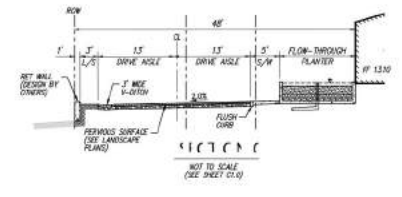
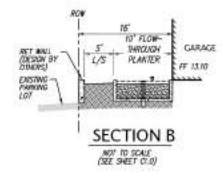
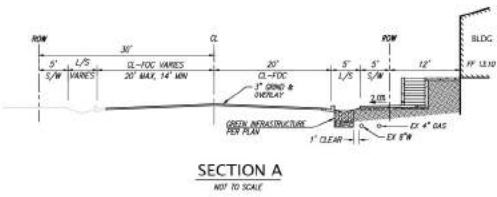
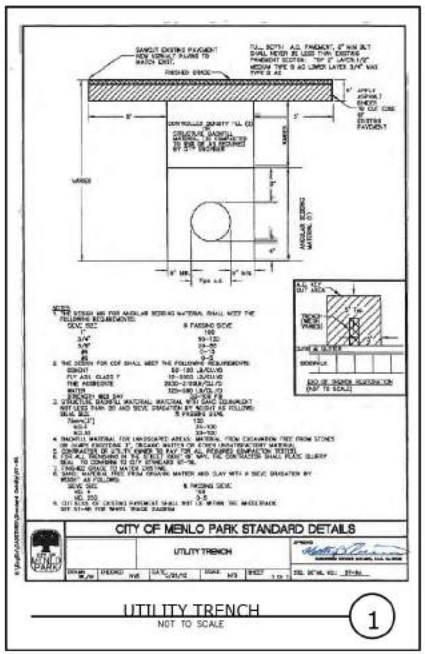


LEGEND

	INFILTRATION POND
	3" GRIND & OVERLAY
	WATER SERVICE
	FIRE SERVICE
	SANITARY SEWER
	CLEANOUT TO GRADE
	STORM DRAIN LINE
	AREA DRAIN
	STORM DRAIN CATCH BASIN
	STORM DRAIN JUNCTION BOX
	AUTOMATIC SPRINKLER RISER
	BACK FLOW PREVENTION DEVICE
	FIRE DEPARTMENT CONNECTION
	FIRE HYDRANT & VALVE
	POST INDICATOR VALVE
	SANITARY SEWER MANHOLE
	SINGLE CHECK VALVE
	STORM DRAIN MANHOLE
	WATER METER
	PROPOSED STREET LIGHT

KEYNOTES

1 CONTRACTOR TO REFER TO DETAIL 1 (CITY STANDARD DETAIL ST-3A), HEREON, FOR TRENCHING DETAILS.



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Job No: 20004
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Sheet No:
C3.2

CONSTITUTION DRIVE

KEYNOTE

- ◆ P.U.E. TO BE RELOCATED
- ◆ 50M PER CITY STANDARD DETAILS

LEGEND

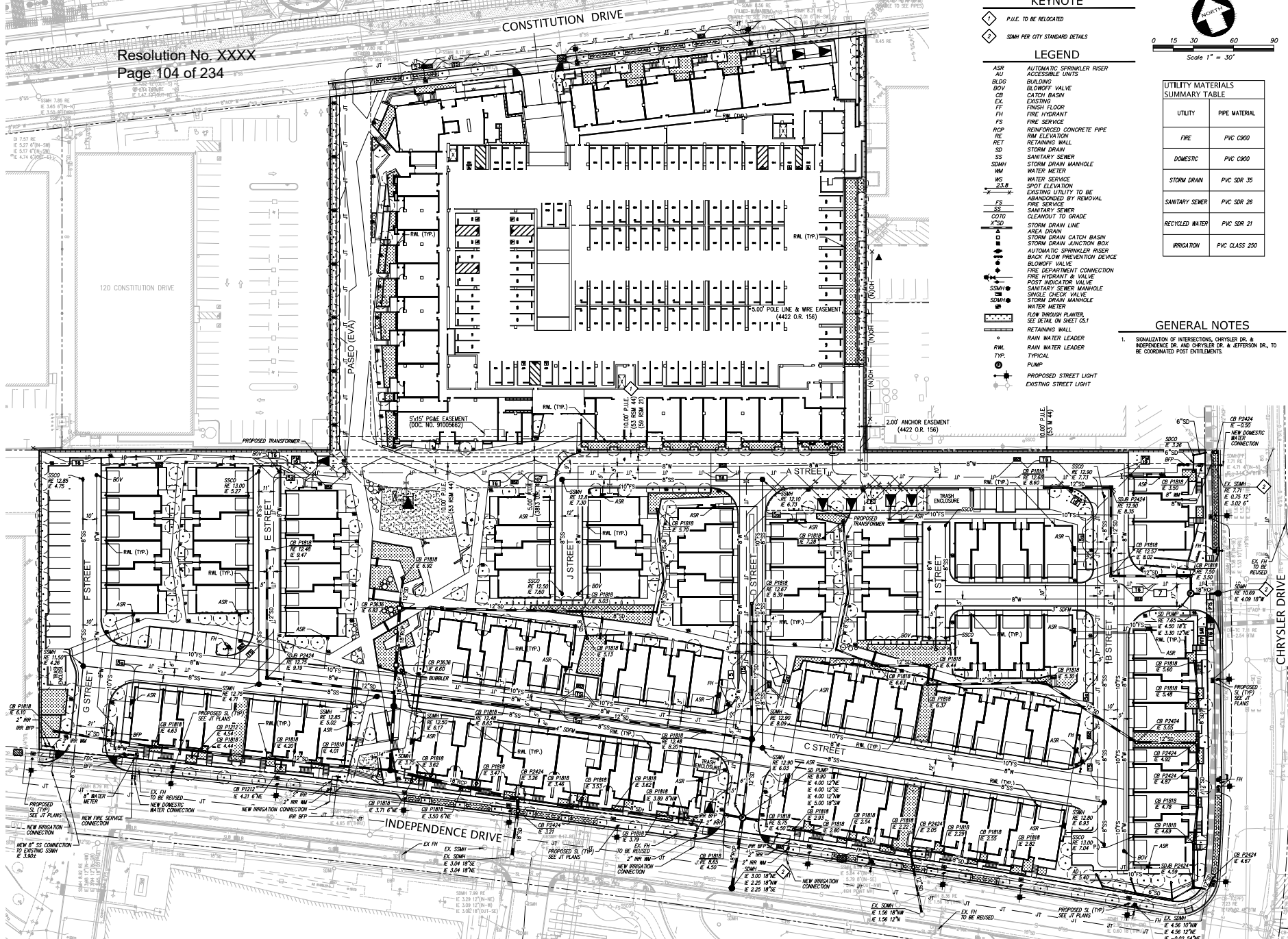
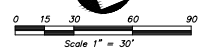
- ASR AUTOMATIC SPRINKLER RISER
- AU ACCESSIBLE UNITS
- BLDG BUILDING
- BOV BUILDING VALVE
- CB CATCH BASIN
- EX EXISTING
- FF FINISH FLOOR
- FH FIRE HYDRANT
- ISP IRON PIPE
- RE RETAINING WALL
- SD STORM DRAIN
- SS SANITARY SEWER
- SSMH STORM DRAIN MANHOLE
- WM WATER METER
- WS WATER SERVICE
- 23.8 SPOT ELEVATION
- ES EXISTING UTILITY TO BE ABANDONED BY REMOVAL
- FS FIRE SERVICE
- SS SANITARY SEWER
- SSMH STORM DRAIN MANHOLE
- XSD STORM DRAIN LINE
- ASD AREA DRAIN
- SDM STORM DRAIN CATCH BASIN
- SDM STORM DRAIN UNCTION BOX
- ASR AUTOMATIC SPRINKLER RISER
- BSF BACK FLOW PREVENTION DEVICE
- BSF BLOWOFF VALVE
- BSF FIRE DEPARTMENT CONNECTION
- BSF FIRE HYDRANT & VALVE
- BSF POST INDICATOR VALVE
- BSF SANITARY SEWER MANHOLE
- BSF SINGLE CHECK VALVE
- BSF STORM DRAIN MANHOLE
- BSF WATER METER
- BSF FLOW THROUGH PLANTER, SEE DETAIL ON SHEET C5.1
- BSF RETAINING WALL
- BSF RAIN WATER LEADER
- BSF RAIN WATER LEADER
- BSF TYP. TYPICAL
- BSF PUMP
- BSF PROPOSED STREET LIGHT
- BSF EXISTING STREET LIGHT

UTILITY MATERIALS SUMMARY TABLE

UTILITY	PIPE MATERIAL
FIRE	PVC C900
DOMESTIC	PVC C900
STORM DRAIN	PVC SDR 35
SANITARY SEWER	PVC SDR 26
RECYCLED WATER	PVC SDR 21
IRRIGATION	PVC CLASS 250

GENERAL NOTES

- SIGNALIZATION OF INTERSECTIONS, CHRYSLER DR. & INDEPENDENCE DR. AND CHRYSLER DR. & JEFFERSON DR. TO BE COORDINATED POST ENTITLEMENTS.



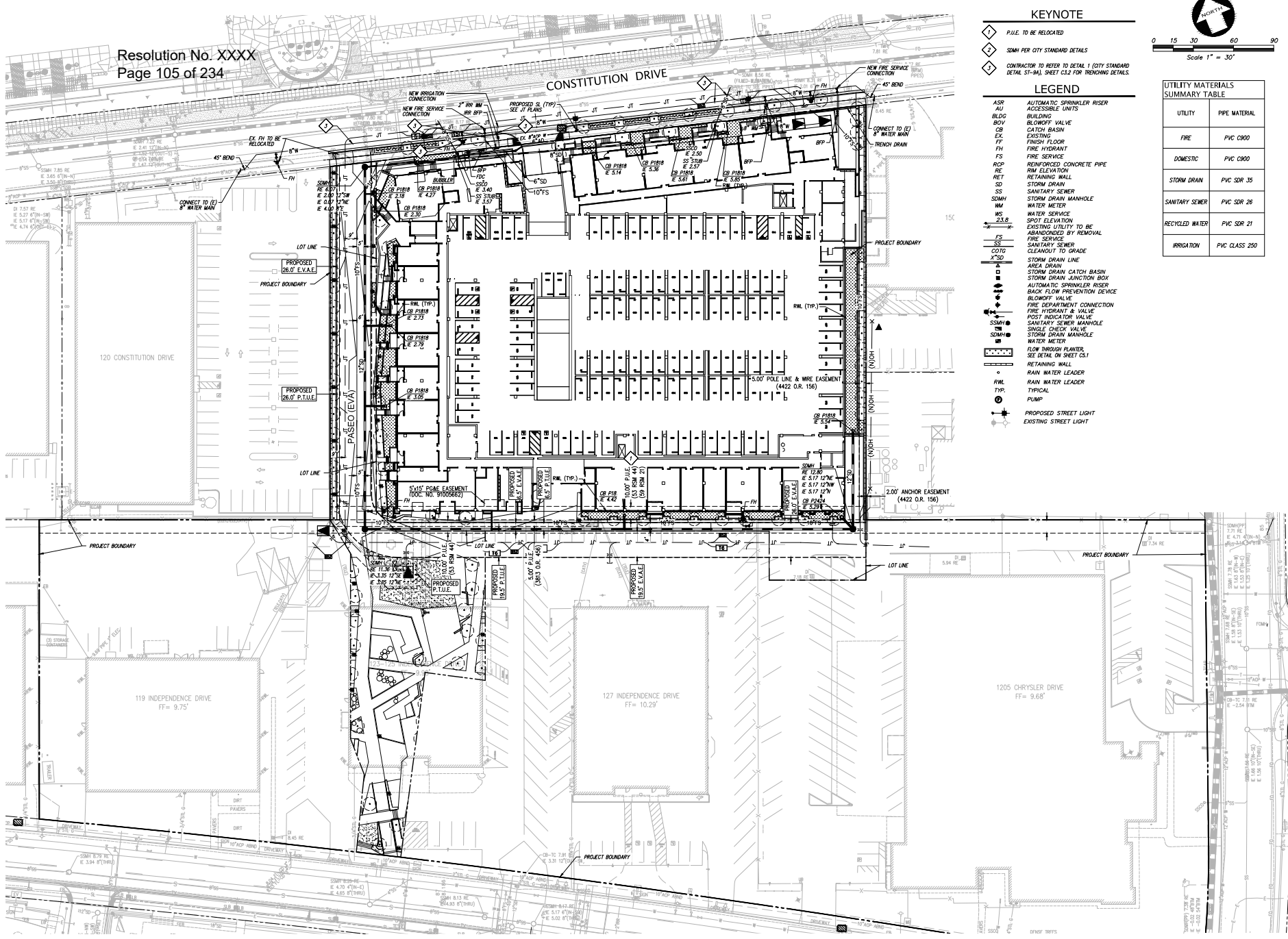
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Sheet Title:
UTILITY PLAN

Job No. 20004
Date: 02/03/2023
Scale: AS SHOWN
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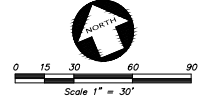


KEYNOTE

- ◆ R.I.E. TO BE RELOCATED
- ◇ SDMH PER CITY STANDARD DETAILS
- ◇ CONTRACTOR TO REFER TO DETAIL 1 (CITY STANDARD DETAIL ST-94) SHEET C1.2 FOR TRENCHING DETAILS.

LEGEND

- ASR AUTOMATIC SPRINKLER RISER
- AU ACCESSIBLE UNITS
- BLDG BUILDING
- BLWV BLOWOFF VALVE
- CB CATCH BASIN
- EX EXISTING
- FF FRESH FLOOR
- FFH FIRE HYDRANT
- FS FIRE SERVICE
- FS REINFORCED CONCRETE PIPE
- RM RIM ELEVATION
- RET RETAINING WALL
- SD STORM DRAIN
- SS SANITARY SEWER
- SDMH STORM DRAIN MANHOLE
- WM WATER METER
- WS WATER SERVICE
- 23.8 SPOT ELEVATION
- EXISTING UTILITY TO BE ABANDONED BY REMOVAL
- FS FIRE SERVICE
- SS SANITARY SEWER
- COTE CLEANOUT TO GRADE
- X"SD STORM DRAIN LINE
- AREA DRAIN
- STORM DRAIN CATCH BASIN
- STORM DRAIN JUNCTION BOX
- AUTOMATIC SPRINKLER RISER
- BACK FLOW PREVENTION DEVICE
- BLOWOFF VALVE
- FIRE DEPARTMENT CONNECTION
- FIRE HYDRANT & VALVE
- POST INDICATION VALVE
- SSMH SINGLE CHECK VALVE
- SDMH STORM DRAIN MANHOLE
- WM WATER METER
- FLOW INDICATOR PLANTER, SEE DETAIL ON SHEET C1.1
- RETAINING WALL
- RAIN WATER LEADER
- RWL RAIN WATER LEADER
- TYP. TYPICAL
- PUMP
- PROPOSED STREET LIGHT
- EXISTING STREET LIGHT



UTILITY MATERIALS SUMMARY TABLE

UTILITY	PIPE MATERIAL
FIRE	PVC C900
DOMESTIC	PVC C900
STORM DRAIN	PVC SDR 35
SANITARY SEWER	PVC SDR 26
RECYCLED WATER	PVC SDR 21
IRRIGATION	PVC CLASS 250

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Sheet Title:
**UTILITY PLAN
PHASE 1**

Job No. 20004
Date: 02/03/2023
Scale: AS SHOWN
Drawn By: MC

Sheet No:
C4.1



LEGEND

- AREA DRAIN
- STORM DRAIN CATCH BASIN
- STORM DRAIN JUNCTION BOX
- STORM DRAIN MANHOLE
- TRIBUTARY AREA UNITS
- TREATMENT AREA
- OVERLAND RELEASE
- STORM DRAIN LINE
- TREATMENT CONTROL MEASURE
- RAIN WATER LEADER
- RAIN WATER LEADER
- TYPICAL
- DRABASE MANAGEMENT AREA

NOTE

ALL TCMS WITHIN A SINGLE DMA SHALL BE HYDRAULICALLY CONNECTED

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Sheet Title:
STORMWATER CONTROL PLAN

Job No. 20004
Date: 02/03/2023
Scale: AS SHOWN
Drawn By: MC

Sheet No:
C5.0

REM-1 Triton Bioflex Drop Inlet Trash Guard
Catchbasin filter insert

Company Contact:
Remediation Systems Manufacturing, Inc.
Concord, CA
Sales contact: Marisa Stinson (925) 675-4758
Marisa@remflex.com
http://remflex.com

Meets San Francisco Bay Water Board full capture specifications

Storage capacity: Depends on each catchbasin's configuration, size of filter area.

Replacement Part: Available, Replacement filter.

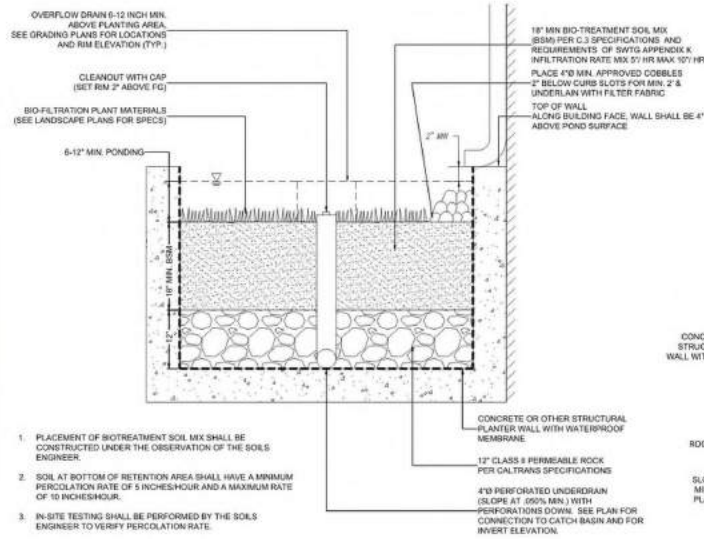
Vendor's maintenance advice: The filter cleaning process and filter media replacement should take no more than 15 minutes per filter. Monitored when debris accumulates up to 80% of the filter's capacity. Minimum 3 times per year.

Material: High density polyethylene, 304 stainless steel polyester fiber mesh, cor fiber, water-based glue.

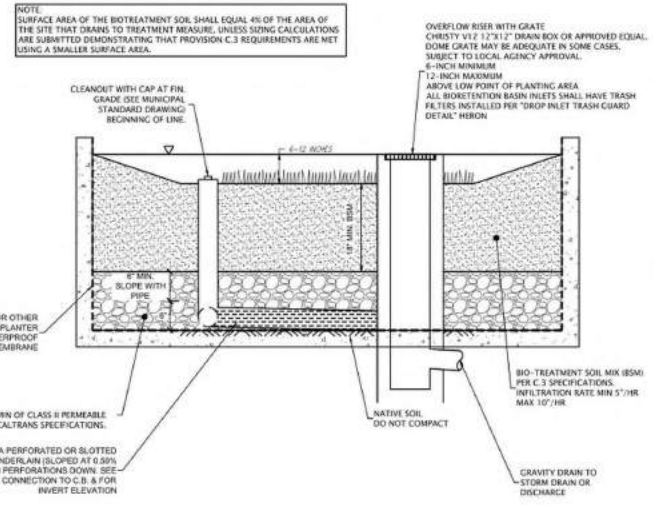
Warranty: 1 yr. or 3 if REM conducts to do maintenance.

Delivery Time: Within three weeks from receipt of order.

DROP INLET TRASH GUARD DETAIL
SCALE: NTS



FLOW THROUGH PLANTER
NOT TO SCALE



FLOW THROUGH PLANTER PROFILE VIEW
NOT TO SCALE

BIOTREATMENT SUMMARY TABLE ONSITE

AREA	TCM	TREATMENT TYPE	TOTAL AREA (SQ. FT.)	IMPERVIOUS AREA (SQ. FT.)	TREATMENT AREA REQ. (SQ. FT.)	TREATMENT AREA PROVIDED (SQ. FT.)	PONDING DEPTH (IN.)
*DMA 01	1	FLOW THROUGH PLANTER	17,865	13,197	528	580	6
*DMA 02	2	FLOW THROUGH PLANTER	3,334	2,638	106	140	6
*DMA 03	3	FLOW THROUGH PLANTER	3,331	3,048	122	140	6
*DMA 04	4	FLOW THROUGH PLANTER	3,991	3,690	148	174	6
*DMA 05	5	FLOW THROUGH PLANTER	5,613	5,196	208	238	6
*DMA 06	6	FLOW THROUGH PLANTER	4,764	4,164	167	182	6
*DMA 07	7	FLOW THROUGH PLANTER	5,390	4,980	199	240	6
*DMA 08	8	FLOW THROUGH PLANTER	3,995	3,528	133	145	6
*DMA 09	9	FLOW THROUGH PLANTER	11,909	11,338	448	539	6
*DMA 10	10	FLOW THROUGH PLANTER	11,662	9,240	370	448	6
*DMA 11	11	FLOW THROUGH PLANTER	54,603	39,899	1,596	1,914	6
*DMA 12	12	FLOW THROUGH PLANTER	9,117	8,441	338	379	6
*DMA 13	13	FLOW THROUGH PLANTER	34,674	30,032	1,201	1,547	6
*DMA 14	14	FLOW THROUGH PLANTER	40,840	33,994	1,360	1,417	6
*DMA 15	15	FLOW THROUGH PLANTER	5,248	4,573	183	211	6
*DMA 16	16	FLOW THROUGH PLANTER	3,902	3,142	126	140	6
*DMA 17	17	FLOW THROUGH PLANTER	3,583	2,429	97	108	6
*DMA 18	18	FLOW THROUGH PLANTER	3,885	2,593	104	127	6
*DMA 19	19	FLOW THROUGH PLANTER	7,859	7,331	285	313	6
*DMA 20	20	FLOW THROUGH PLANTER	19,055	18,344	734	764	6
*DMA 21	21	FLOW THROUGH PLANTER	31,273	30,105	1,204	1,271	6
*DMA 22	22	FLOW THROUGH PLANTER	18,202	17,120	685	741	6
*DMA 23	23	FLOW THROUGH PLANTER	3,302	3,045	122	139	6
*DMA 24	24	FLOW THROUGH PLANTER	30,668	28,286	1,131	1,232	6
*DMA 25	25	FLOW THROUGH PLANTER	7,078	5,815	225	243	6
*DMA 26	26	FLOW THROUGH PLANTER	4,642	3,564	143	158	6
TOTAL	-	-	350,279	294,990	12,334	13,508	-

*BIOTREATMENT SIZING BASED ON C.3 SIZING UNIFORM INTENSITY METHOD.
**BIOTREATMENT SIZING BASED ON FLOW-VOLUME COMBO CALCULATIONS.

SELF RETAINING AREA

AREA	TREATMENT TYPE	TOTAL AREA (SQ. FT.)	IMPERVIOUS AREA (SQ. FT.)	TREATMENT AREA REQ. (SQ. FT.)
SR 1	SELF-RETAINING AREA	2,689	1,475	-
SR 2	SELF-RETAINING AREA	2,217	119	-
TOTAL	-	4,907	1,597	-

GREEN INFRASTRUCTURE SUMMARY TABLE

AREA	TCM	TREATMENT TYPE	TOTAL AREA (SQ. FT.)	IMPERVIOUS AREA (SQ. FT.)	TREATMENT AREA REQ. (SQ. FT.)	TREATMENT AREA PROVIDED (SQ. FT.)	PONDING DEPTH (IN.)
**DMA 27	27	FLOW THROUGH PLANTER	12,879	10,572	315	399	6
**DMA 28	28	FLOW THROUGH PLANTER	7,252	6,366	189	326	6
**DMA 29	29	FLOW THROUGH PLANTER	13,749	11,882	355	548	6
**DMA 30	30	FLOW THROUGH PLANTER	17,189	15,308	455	477	6

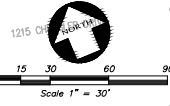
*BIOTREATMENT SIZING BASED ON C.3 SIZING UNIFORM INTENSITY METHOD.
**BIOTREATMENT SIZING BASED ON FLOW-VOLUME COMBO CALCULATIONS.

OVERALL TREATMENT AREA TOTALS ONSITE

		PROJECT PHASE NUMBER: (1/A, 1, 2, 3) R/R		
TOTAL SITE (ACRES):	8.15 (351,185 SF)	TOTAL AREA OF SITE DISTURBED (ACRES):	8.15	
IMPERVIOUS SURFACES	EXISTING CONDITION OF DISTURBED AREA (SQUARE FEET)	PROPOSED CONDITION OF SITE AREA DISTURBED (SQUARE FEET):		
		REPLACED	NEW	
	BUILDING FOOTPRINT	103,983	103,983	47,571
	STREETS & PARKING	193,784	61,454	0
	S/W PATIOS, PAVING ETC.	8,559	8,559	78,000
	STREET'S (PUBLIC)	0	0	0
	STREET'S (PRIVATE)	0	0	0
	TOTAL IMPERVIOUS SURFACES:	307,326	174,996	125,571
PERVIOUS SURFACES	LANDSCAPED AREAS	47,859	47,859	4,614
	PERVIOUS PAVING	0	0	2,125
	OTHER PERVIOUS SURFACES (GREEN ROOF, ETC.)	0	0	0
	TOTAL PERVIOUS SURFACES:	47,859	47,859	6,739
	TOTAL PROPOSED REPLACED + NEW IMPERVIOUS SURFACES:			300,567
	TOTAL PROPOSED REPLACED + NEW PERVIOUS SURFACES:			54,589

LEGEND

- AREA DRAIN
- STORM DRAIN CATCH BASIN
- STORM DRAIN JUNCTION BOX
- STORM DRAIN MANHOLE
- TREATMENT CONTROL MEASURE
- TREATMENT AREA
- OVERLAND RELEASE
- STORM DRAIN LINE



BIOTREATMENT SUMMARY TABLE ONSITE

AREA	TCM	TREATMENT TYPE	TOTAL AREA (SQ. FT.)	IMPERVIOUS AREA (SQ. FT.)	TREATMENT AREA REQ. (SQ. FT.)	TREATMENT AREA PROVIDED (SQ. FT.)	PONDING DEPTH (IN.)
*DMA 20	20	FLOW THROUGH PLANTER	19,055	18,344	734	764	6
*DMA 21	21	FLOW THROUGH PLANTER	31,273	30,105	1,204	1,271	6
*DMA 22	22	FLOW THROUGH PLANTER	18,202	17,120	685	741	6
*DMA 23	23	FLOW THROUGH PLANTER	3,302	3,045	122	139	6
*DMA 24	24	FLOW THROUGH PLANTER	30,668	28,286	1,131	1,232	6
*DMA 25	25	FLOW THROUGH PLANTER	7,078	5,615	225	243	6
*DMA 26	26	FLOW THROUGH PLANTER	4,642	3,564	143	156	6
TOTAL	-	-	114,220	106,079	4,244	4,546	-

*BIOTREATMENT SIZING BASED ON C3 SIZING UNIFORM INTENSITY METHOD.
**BIOTREATMENT SIZING BASED ON FLOW-VOLUME COMBO CALCULATIONS.

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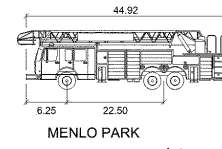
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Mountain View, CA

Sheet Title:
STORMWATER CONTROL PLAN PHASE 1
Job No. 20004
Date: 02/03/2023
Scale: AS SHOWN
Drawn By: MC

Sheet No.:
C5.2

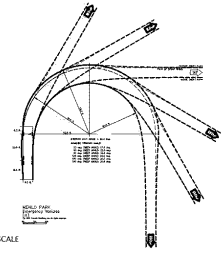


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MENLO PARK

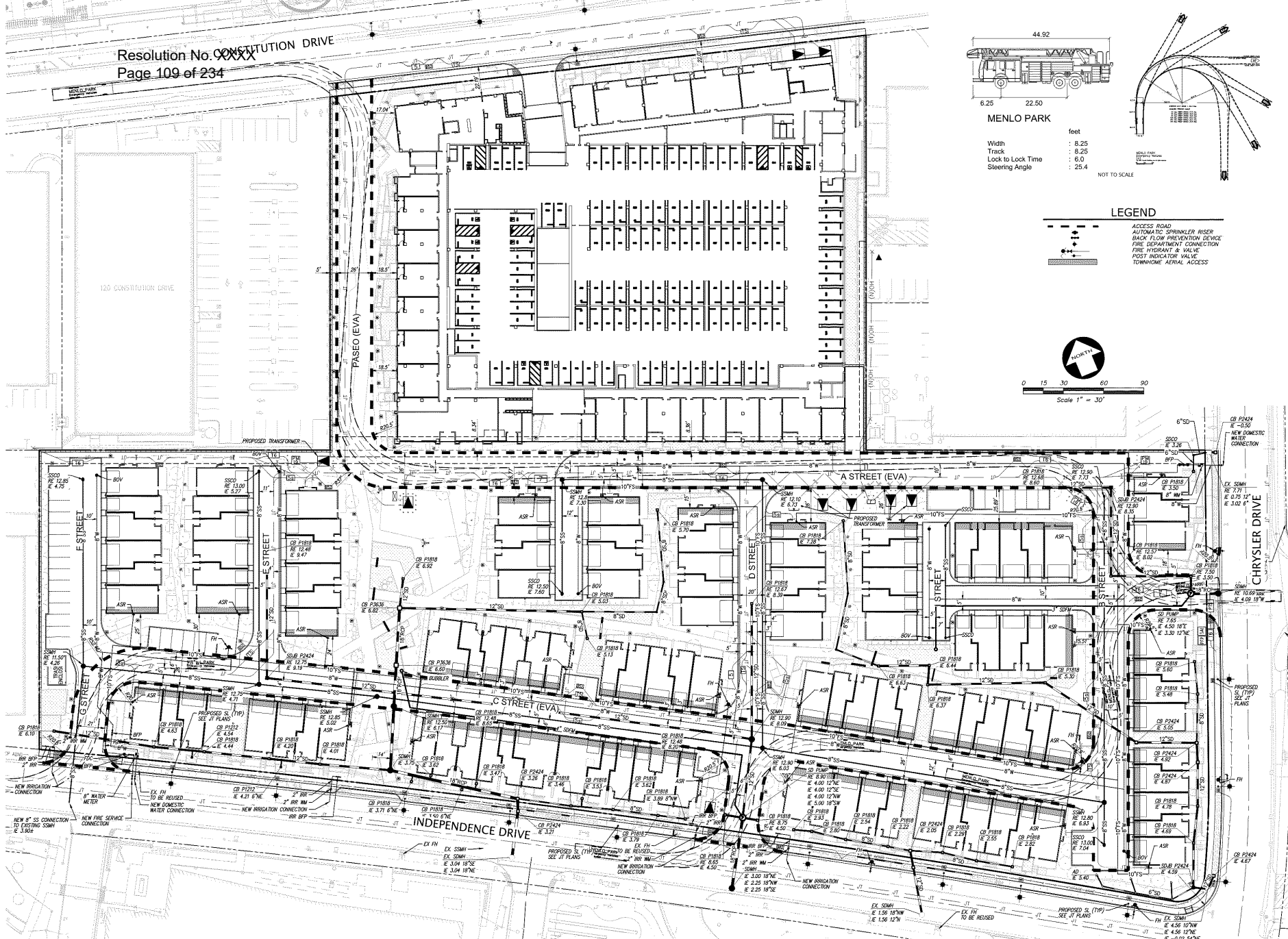
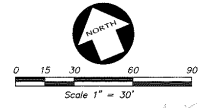
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NOT TO SCALE

LEGEND

- ACCESS ROAD
- AUTOMATIC SPRINKLER RISER
- BACK FLOW PREVENTION DEVICE
- FIRE DEPARTMENT CONNECTION
- FIRE HYDRANT & VALVE
- POST INDICATOR VALVE
- TOWNSHIP AERIAL ACCESS



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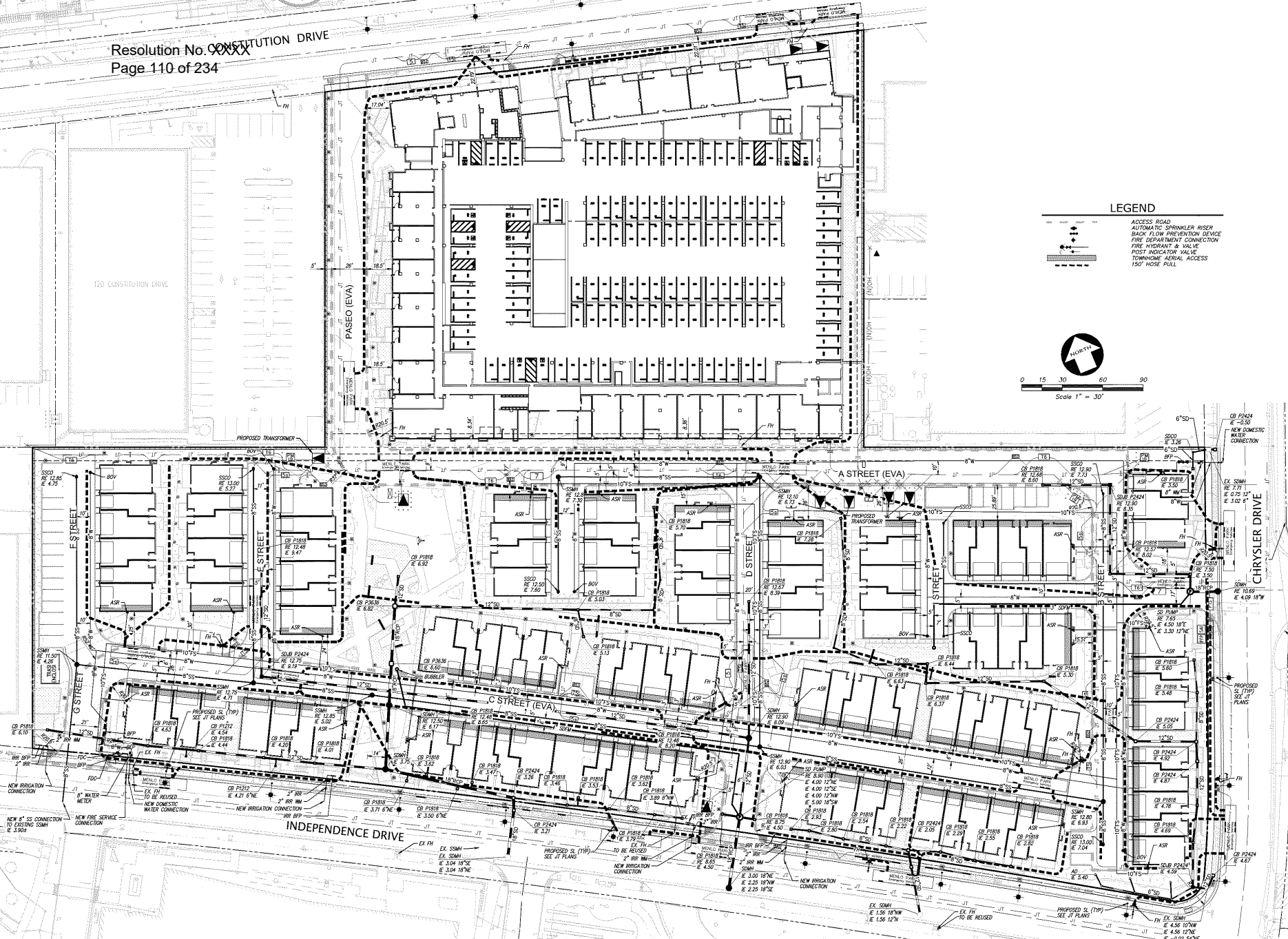
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FIRE ACCESS PLAN

Job No. 20004
 Date: 02/03/2023
 Scale: AS SHOWN
 Drawn By: MC

Sheet No:
C6.0

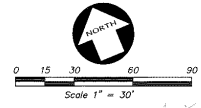


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LEGEND

- ACCESS ROAD
- AUTOMATIC SPRINKLER RISER
- BACK FLOW PREVENTION DEVICE
- FIRE DEPARTMENT CONNECTION
- FIRE HYDRANT & VALVE
- POST INDICATOR VALVE
- TOWNSHIP AERIAL ACCESS
- 150' HOSE PULL



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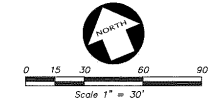
Sheet Title:
**FIRE HYDRANT
 PLAN**

Job No. 20004
 Date: 02/03/2023
 Scale: AS SHOWN
 Drawn By: MC

Sheet No:
C6.1

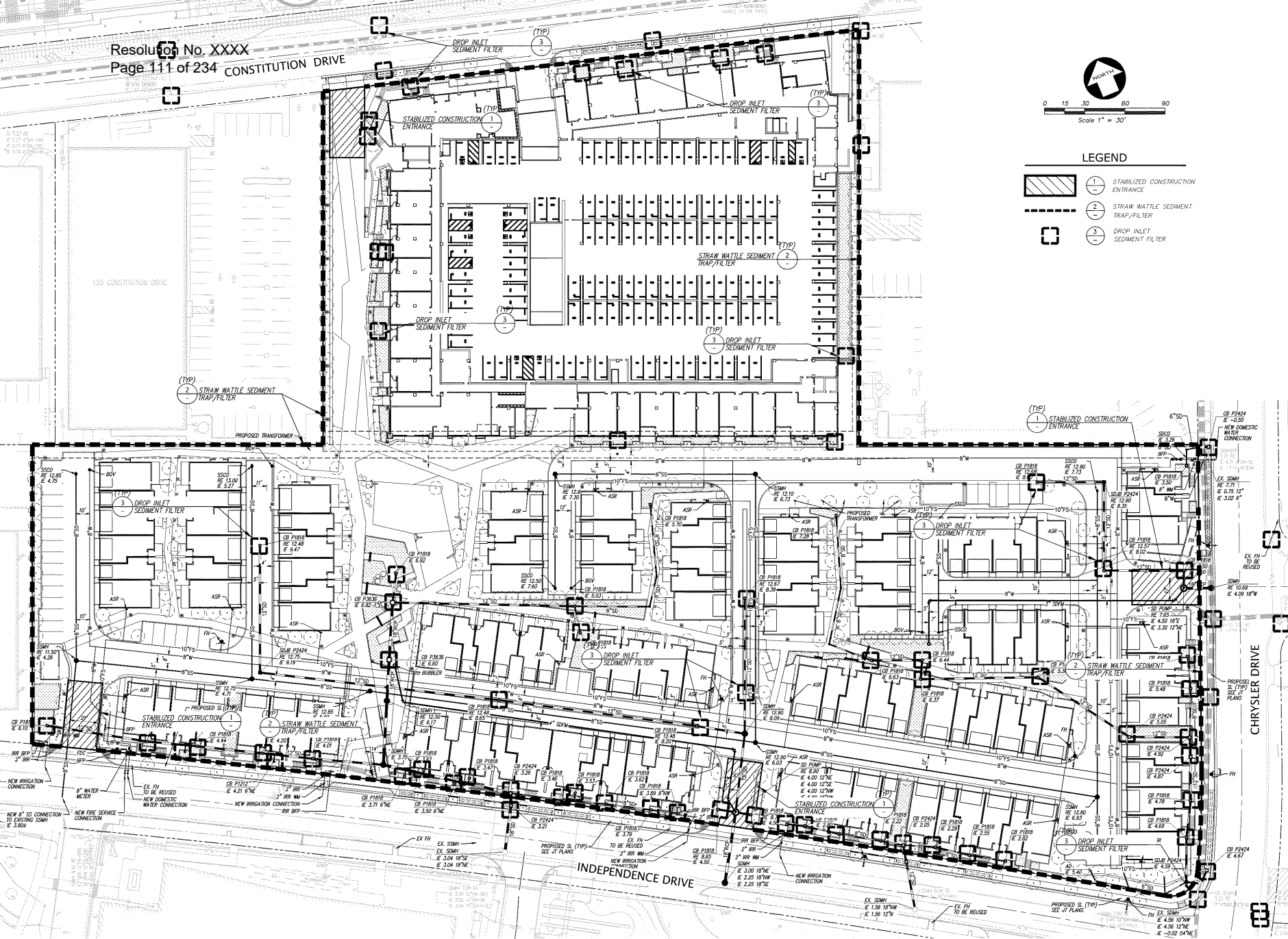


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LEGEND

	1	STABILIZED CONSTRUCTION ENTRANCE
	2	STRAW WATTLE SEDIMENT TRAP/FILTER
	3	DROP INLET SEDIMENT FILTER



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Sheet Title:
EROSION CONTROL PLAN

Job No. 20004
Date: 02/03/2023
Scale: AS SHOWN
Drawn By: MC

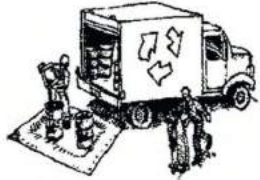
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C7.0



Construction Best Management Practices (BMPs)

Construction projects are required to implement the stormwater best management practices (BMP) on this page, as they apply to your project, all year long.

Materials & Waste Management



Non-Hazardous Materials

- ❑ Berm and cover stockpiles of sand, dirt or other construction material with tarps when rain is forecast or if not actively being used within 14 days.
- ❑ Use (but don't overuse) reclaimed water for dust control.

Hazardous Materials

- ❑ Label all hazardous materials and hazardous wastes (such as pesticides, paints, thinners, solvents, fuel, oil, and antifreeze) in accordance with city, county, state and federal regulations.
- ❑ Store hazardous materials and wastes in water tight containers, store in appropriate secondary containment, and cover them at the end of every work day or during wet weather or when rain is forecast.
- ❑ Follow manufacturer's application instructions for hazardous materials and be careful not to use more than necessary. Do not apply chemicals outdoors when rain is forecast within 24 hours.
- ❑ Arrange for appropriate disposal of all hazardous wastes.

Waste Management

- ❑ Cover waste disposal containers securely with tarps at the end of every work day and during wet weather.
- ❑ Check waste disposal containers frequently for leaks and to make sure they are not overfilled. Never hose down a dumpster on the construction site.
- ❑ Clean or replace portable toilets, and inspect them frequently for leaks and spills.
- ❑ Dispose of all wastes and debris properly. Recycle materials and wastes that can be recycled (such as asphalt, concrete, aggregate base materials, wood, gyp board, pipe, etc.)
- ❑ Dispose of liquid residues from paints, thinners, solvents, glues, and cleaning fluids as hazardous waste.

Construction Entrances and Perimeter

- ❑ Establish and maintain effective perimeter controls and stabilize all construction entrances and exits to sufficiently control erosion and sediment discharges from site and tracking off site.
- ❑ Sweep or vacuum any street tracking immediately and secure sediment source to prevent further tracking. Never hose down streets to clean up tracking.

Equipment Management & Spill Control



Maintenance and Parking

- ❑ Designate an area, fitted with appropriate BMPs, for vehicle and equipment parking and storage.
- ❑ Perform major maintenance, repair jobs, and vehicle and equipment washing off site.
- ❑ If refueling or vehicle maintenance must be done onsite, work in a bermed area away from storm drains and over a drip pan or drop cloths big enough to collect fluids. Recycle or dispose of fluids as hazardous waste.
- ❑ If vehicle or equipment cleaning must be done onsite, clean with water only in a bermed area that will not allow rinse water to run into gutters, streets, storm drains, or surface waters.
- ❑ Do not clean vehicle or equipment onsite using soaps, solvents, degreasers, or steam cleaning equipment.

Spill Prevention and Control

- ❑ Keep spill cleanup materials (e.g., rags, absorbents and cat litter) available at the construction site at all times.
- ❑ Inspect vehicles and equipment frequently for and repair leaks promptly. Use drip pans to catch leaks until repairs are made.
- ❑ Clean up spills or leaks immediately and dispose of cleanup materials properly.
- ❑ Do not hose down surfaces where fluids have spilled. Use dry cleanup methods (absorbent materials, cat litter, and/or rags).
- ❑ Sweep up spilled dry materials immediately. Do not try to wash them away with water, or bury them.
- ❑ Clean up spills on dirt areas by digging up and properly disposing of contaminated soil.
- ❑ Report significant spills immediately. You are required by law to report all significant releases of hazardous materials, including oil. To report a spill: 1) Dial 911 or your local emergency response number, 2) Call the Governor's Office of Emergency Services Warning Center, (800) 852-7550 (24 hours).

Earthmoving



- ❑ Schedule grading and excavation work during dry weather.

- ❑ Stabilize all denuded areas, install and maintain temporary erosion controls (such as erosion control fabric or bonded fiber matrix) until vegetation is established.

- ❑ Remove existing vegetation only when absolutely necessary, and seed or plant vegetation for erosion control on slopes or where construction is not immediately planned.

- ❑ Prevent sediment from migrating offsite and protect storm drain inlets, gutters, ditches, and drainage courses by installing and maintaining appropriate BMPs, such as fiber rolls, silt fences, sediment basins, gravel bags, berms, etc.

- ❑ Keep excavated soil on site and transfer it to dump trucks on site, not in the streets.

Contaminated Soils

- ❑ If any of the following conditions are observed, test for contamination and contact the Regional Water Quality Control Board:
 - Unusual soil conditions, discoloration, or odor.
 - Abandoned underground tanks.
 - Abandoned wells
 - Buried barrels, debris, or trash.

Paving/Asphalt Work



- ❑ Avoid paving and seal coating in wet weather or when rain is forecast, to prevent materials that have not cured from contacting stormwater runoff.

- ❑ Cover storm drain inlets and manholes when applying seal coat, tack coat, slurry seal, fog seal, etc.

- ❑ Collect and recycle or appropriately dispose of excess abrasive gravel or sand. Do NOT sweep or wash it into gutters.
- ❑ Do not use water to wash down fresh asphalt concrete pavement.

Sawcutting & Asphalt/Concrete Removal

- ❑ Protect nearby storm drain inlets when saw cutting. Use filter fabric, catch basin inlet filters, or gravel bags to keep slurry out of the storm drain system.

- ❑ Shovel, absorb, or vacuum saw-cut slurry and dispose of all waste as soon as you are finished in one location or at the end of each work day (whichever is sooner).

- ❑ If sawcut slurry enters a catch basin, clean it up immediately.

Concrete, Grout & Mortar Application



- ❑ Store concrete, grout, and mortar away from storm drains or waterways, and on pallets under cover to protect them from rain, runoff, and wind.

- ❑ Wash out concrete equipment/trucks offsite or in a designated washout area, where the water will flow into a temporary waste pit, and in a manner that will prevent leaching into the underlying soil or onto surrounding areas. Let concrete harden and dispose of as garbage.

- ❑ When washing exposed aggregate, prevent washwater from entering storm drains. Block any inlets and vacuum gutters, hose washwater onto dirt areas, or drain onto a bermed surface to be pumped and disposed of properly.

Landscaping

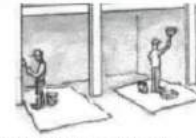


- ❑ Protect stockpiled landscaping materials from wind and rain by storing them under tarps all year-round.

- ❑ Stack bagged material on pallets and under cover.

- ❑ Discontinue application of any erodible landscape material within 2 days before a forecast rain event or during wet weather.

Painting & Paint Removal



Painting Cleanup and Removal

- ❑ Never clean brushes or rinse paint containers into a street, gutter, storm drain, or stream.

- ❑ For water-based paints, paint out brushes to the extent possible, and rinse into a drain that goes to the sanitary sewer. Never pour paint down a storm drain.

- ❑ For oil-based paints, paint out brushes to the extent possible and clean with thinner or solvent in a proper container. Filter and reuse thinners and solvents. Dispose of excess liquids as hazardous waste.

- ❑ Paint chips and dust from non-hazardous dry stripping and sand blasting may be swept up or collected in plastic drop cloths and disposed of as trash.

- ❑ Chemical paint stripping residue and chips and dust from marine paints or paints containing lead, mercury, or tributyltin must be disposed of as hazardous waste. Lead based paint removal requires a state-certified contractor.

Dewatering



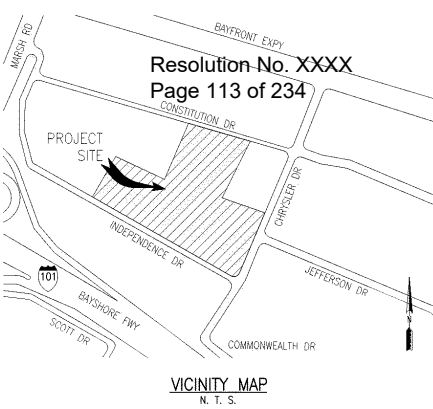
- ❑ Discharges of groundwater or captured runoff from dewatering operations must be properly managed and disposed. When possible send dewatering discharge to landscaped area or sanitary sewer. If discharging to the sanitary sewer call your local wastewater treatment plant.

- ❑ Divert run-on water from offsite away from all disturbed areas.

- ❑ When dewatering, notify and obtain approval from the local municipality before discharging water to a street gutter or storm drain. Filtration or diversion through a basin, tank, or sediment trap may be required.

- ❑ In areas of known or suspected contamination, call your local agency to determine whether the ground water must be tested. Pumped groundwater may need to be collected and hauled off-site for treatment and proper disposal.

Storm drain polluters may be liable for fines of up to \$10,000 per day!



Resolution No. XXXX
Page 113 of 234

VICINITY MAP
N. T. S.

WORK RESPONSIBILITY
JOINT TRENCH

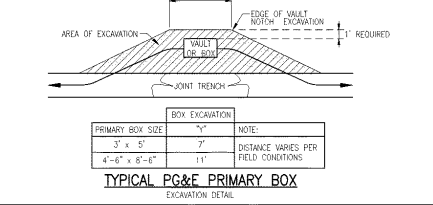
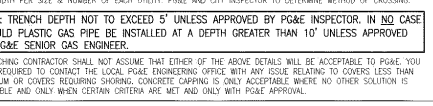
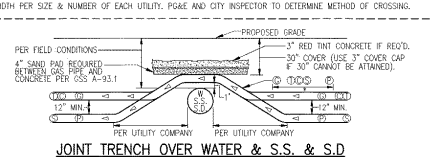
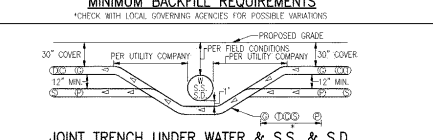
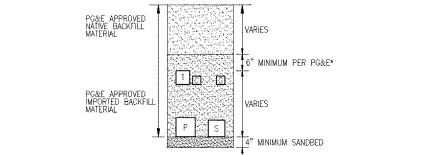
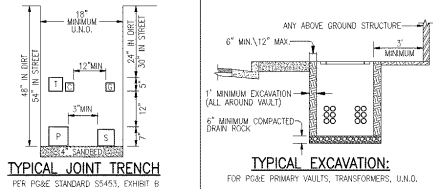
- TRENCHING
Excavate & Backfill.....●○○○○
- PG&E ELECTRIC CABLE
Supply & Install.....●○○○○
- ELECTRIC CONDUIT
Supply & Install.....●○○○○
- ELECTRIC BOXES
Supply & Install.....●○○○○
- Excavation.....○○○○○
- ELECTRIC PADS
Supply & Install.....●○○○○
- Excavation.....○○○○○
- ELECTRIC TRANSFORMERS
Supply & Install.....●○○○○
- ELECTRIC INTERRUPTERS
Supply & Install.....●○○○○
- PG&E ELECTRIC SWITCHES
Supply & Install.....●○○○○
- Excavation.....○○○○○
- TELEPHONE CONDUIT
Supply & Install.....●○○○○
- Excavation.....○○○○○
- TELEPHONE CABLE
Supply & Install.....●○○○○
- Excavation.....○○○○○
- TELEPHONE SPICE BOXES
Supply & Install.....●○○○○
- Excavation.....○○○○○
- TELEPHONE S&L PADS
Supply & Install.....●○○○○
- Excavation.....○○○○○
- C&T.V. CONDUIT
Supply & Install.....●○○○○
- Excavation.....○○○○○
- C&T.V. SPICE BOXES
Supply & Install.....●○○○○
- Excavation.....○○○○○
- C.I.E.C. FIBER CONDUIT ACCEPTED DECLINED
Supply & Install.....●○○○○
- C.I.E.C. FIBER SPICE BOXES ACCEPTED DECLINED
Supply & Install.....●○○○○
- Excavation.....○○○○○

● WORK TO BE PERFORMED BY THE RESPECTIVE CONTRACTOR & UTILITY COMPANIES
 ○ ASSUME CONTRACTOR RESPONSIBILITY UNLESS OTHERWISE SPECIFIED
 ○ NOT APPLICABLE UNLESS OTHERWISE SPECIFIED
 ○ PG&E TO PULL CABLE INTO ENERGIZED ENCLOSURES
 * NOTE: FOR A MORE DETAILED WORK RESPONSIBILITY BREAKDOWN, SEE CORRESPONDING MATERIAL LIST.

THESE PLANS WERE PREPARED IN CONJUNCTION WITH THE FOLLOWING PLANS:

DESCRIPTION	DATE	STATUS
CIVIL IMPROVEMENT PLANS/GRADING PLANS	08-08-2022	PRELIMINARY
STRUCTURAL ELECTRICAL E&E	08-08-2024	PRELIMINARY
APPLICANT DESIGN (ELECTRIC) APARTMENTS	07-08-2022	PRELIMINARY
APPLICANT DESIGN (ELECTRIC) TOWNHOMES	06-08-2022	PRELIMINARY
TELEPHONE	07-08-2022	PRELIMINARY
C&T.V.	07-08-2022	PRELIMINARY
C.I.E.C.	07-08-2022	PRELIMINARY
LANDSCAPE	06-08-2022	PRELIMINARY
LIGHT LOCATIONS	08-25-2022	PRELIMINARY

RADIUS DESIGN is not responsible for any subcontractor changes or responsibilities.
 OTHER UTILITIES SHOWN ARE APPROXIMATE AND BASED ON FIELD SURVEY AND AVAILABLE UTILITY INFORMATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE ACTUAL LOCATION AND EXTENT OF UTILITIES PRIOR TO THE COMMENCEMENT OF WORK. PHYSICAL VERIFICATION OF UTILITY LOCATIONS SHALL BE PERFORMED BY CAREFUL PROBING OR HAND DIGGING IN ACCORDANCE WITH ARTICLE 6 OF THE CAL/OSHA CONSTRUCTION SAFETY ORDERS.



ELECTRIC CONDUIT MINIMUM BEND RADIUS

CONDUIT DIAMETER	VERTICAL RADIUS	HORIZONTAL RADIUS
1/2"	24"	36"
3/4"	24"	36"
1"	36"	36"
1 1/2"	36"	36"

TYPICAL GAS METER REQUIREMENTS*

METER TYPE	LOAD (SPFH)	DELIVERY PRESSURE (PSIG)	PAD SIZE (INCHES)	MIN. WIDTH REQUIRED FOR METER (INCHES)	MIN. DISTANCE FROM RISER TO FINISHED WALL (INCHES)	MIN. HOUSELINE TUB (OUT) (INCHES)
TYPICAL RESIDENTIAL	0-500	0.75	N/A UNLESS USING FLEX-HOSE METER	24	6 TO 9	4
400 TO 1000	851-1,400	0.75	N/A UNLESS USING FLEX-HOSE METER	30	6 TO 9	6
1.5M OR 3M ROTARY	1,401-3,000	APPROVED BY PG&E	48 X 36 X 4	52	20	VARIABLES
5M OR 7M ROTARY	3,001-7,000	APPROVED BY PG&E	78 X 36 X 4	90	20	VARIABLES
11M OR 16M ROTARY	7,001-18,000	APPROVED BY PG&E	94 X 36 X 4	106	20	VARIABLES

*ACTUAL METER-SET CONFIGURATIONS MAY DIFFER DEPENDING ON FIELD CONDITIONS AND RESTRICTIONS. FOR GAS METER DETAILS, SEE SECTION 2 OF CURRENT E&E GAS SERVICE REQUIREMENTS OVERSHEET BY PG&E. PG&E STANDARD METER SPACING REQUIREMENTS DO NOT INCLUDE CLEARANCE FOR EARTHQUAKE VALVES OR OTHER ADDITIONAL SAFETY EQUIPMENT. SEE NOTE 17 UNDER GENERAL NOTES ON SHEET JT-1.
 *DELIVERY PRESSURE TO BE CONFIRMED VIA BLOWING PILING AND MECHANICAL PLANS. PG&E MAINTAINS SOLE AUTHORITY TO DETERMINE IF THE ELIMATED DELIVERY PRESSURE SERVICE IS AVAILABLE AT A SPECIFIC LOCATION.

- GENERAL NOTES:**
- JOINT TRENCH MUST BE INSTALLED ENTIRELY WITHIN AN EASEMENT. EASEMENTS FOR JOINT TRENCH SERVICE LATERALS WITHIN PROJECT ON PRIVATE PROPERTY ARE AT THE DISCRETION OF THE UTILITY COMPANIES.
 - ALL DEPTHS AND RESULTING COVER REQUIREMENTS ARE MEASURED FROM FINAL GRADE.
 - COVER, CLEARANCES, AND SEPARATION SHALL BE AS GREAT AS PRACTICABLE UNDER THE CIRCUMSTANCES, BUT UNDER NO CIRCUMSTANCES SHALL BE LESS THAN THE MINIMUM COVER, CLEARANCES AND SEPARATION REQUIREMENTS SET FORTH IN GENERAL NOTES 14, 15 AND 17. 12" MIN. AND 18" MIN. REQUIREMENTS FOR ALL FACILITIES SHALL BE MAINTAINED IN PLACE PRIOR TO COMPACTION, OR OTHER MEANS SHALL BE TAKEN TO ENSURE NO MOTION OF THE UTILITIES. DIMENSIONS, REQUIREMENTS FOR SHADING OF TRENCH SHALL BE DETERMINED SUBSEQUENT TO COMPACTION.
 - TRENCH DIMENSIONS SHOWN ARE TYPICAL. TRENCH SIZES AND CONFIGURATIONS MAY VARY DEPENDING UPON OCCUPANCY AND/OR FIELD CONDITIONS. TRENCH SIZE AND CONFIGURATION MUST AT ALL TIMES BE CONSTRUCTED IN A MANNER THAT ENSURES PROPER CLEARANCES AND COVER REQUIREMENTS ARE MET. ANY CHANGE TO THE TRENCH WIDTH AND CONFIGURATIONS SHALL BE APPROVED BY PG&E PRIOR TO THE INSTALLATION OF A SERVICE BARRIER BETWEEN THE FACILITIES. IF IT IS DETERMINED TO HAVE NON-PG&E OWNED STREETS/LIGHTS AT A LEVEL OTHER THAN GAS OR ELECTRIC LEVEL, NON-PG&E OWNED STREETS/LIGHTS MAY BE AT THE ELECTRIC LEVEL OF THE TRENCH AS LONG AS MINIMUM CLEARANCES ARE MAINTAINED. DIMENSIONS, REQUIREMENTS FOR SHADING OF TRENCH SHALL BE DETERMINED SUBSEQUENT TO COMPACTION.
 - NON-UTILITY FACILITIES ARE NOT ALLOWED IN ANY JOINT UTILITY TRENCH, E.G. IRRIGATION CONTROL LINES, BUILDING FIRE ALARM SYSTEMS, PRIVATE TELEPHONE SYSTEMS, OUTDOOR ELECTRICAL CABINETS, ETC.
 - WHEN COMMUNICATION DUCTS ARE INSTALLED, A MINIMUM OF 12" RAGAL SEPARATION SHALL BE MAINTAINED FROM GAS FACILITIES. EXCEPTION WITH MUTUAL AGREEMENT, WHEN A 4-INCH DIAMETER OR SMALLER GAS PIPE IS INSTALLED, THE SEPARATION MAY BE REDUCED TO NOT LESS THAN 6" FROM GAS FACILITIES.
 - PROVIDE SEPARATION FROM TRENCH WALL AND OTHER FACILITIES SUFFICIENT TO ENSURE PROPER COMPACTION.
 - MAINTAIN PROPER SEPARATION BETWEEN PG&E FACILITIES AND "WET" UTILITY LINES AS DESCRIBED IN UO STANDARD 52425. THE MINIMUM ALLOWABLE HORIZONTAL SEPARATION BETWEEN COMPANY FACILITIES AND "WET" FACILITIES IS 3" WITH A MINIMUM 1" OF UNCOMBUSTED BARRIER OR THE INSTALLATION OF A SERVICE BARRIER BETWEEN THE FACILITIES. IF A 3" HORIZONTAL SEPARATION CANNOT BE ATTAINED BETWEEN "WET" UTILITIES AND COMPANY DRY FACILITIES, A VARIANCE BY PERMISSION BY THE LOCAL INSPECTION SUPERVISOR AND SUBMITTED TO THE SERVICE PLANNING SUPPORT PROGRAM MANAGER FOR APPROVAL. SEPARATIONS OF 1" OR LESS ARE NOT PERMISSIBLE AND WILL NOT BE ALLOWED. THE COMPANY MAY ADOPT TO MAINTAIN THE MINIMUM 1" SEPARATION REQUIREMENT AT THE REQUEST OF AN APPLICANT IF WARRANTED AND IF THE NEED IS JUSTIFIED BY THE DESIGN ENGINEER. THIS SEPARATION SHALL BE MAINTAINED THROUGHOUT THE PROJECT.
 - MAKE IN WRITING AND SUBMITTED TO THE COMPANY AIDE DURING THE PLANNING AND DESIGN PHASE OF THE PROJECT.
 - PLEASE DESCRIBE THE CONDITIONS NECESSITATING THE WAIVER.
 - INCLUDE A PROPOSED DESIGN, AND INCLUDE A DESIGN FOR A BARRIER BETWEEN THE "WET" UTILITIES AND COMPANY DRY FACILITIES IN THE TRENCH WITHIN 24" OF THE TRENCH WALL. BARRIERS SHALL BE INSTALLED IN LINES CONNECTED TO DOWNSPOTS ON BUILDINGS ARE CONSIDERED A "WET" UTILITY FOR THE PURPOSES OF THIS STANDARD.
 - SEPARATIONS SHALL BE MAINTAINED AT ABOVE GROUND TERMINATION POINTS.
 - PROCEDURES FOR APPROVING NATIVE BACKFILL FOR SHADING OF PG&E GAS FACILITIES:
 - RANDOM SOIL SAMPLES SHALL BE TAKEN FROM A MINIMUM OF 3 LOCATIONS PER 1,000' OF TRENCH. 100% OF THE SAMPLE MUST PASS THROUGH A 1/2" SIEVE AND 75% MUST PASS THROUGH A #4 SCREEN. ADDITIONAL SAMPLES MUST BE TAKEN IF EXISTING SOIL CONDITIONS CHANGE AND ARE TO BE TAKEN AT THE DISCRETION OF THE PG&E REPRESENTATIVE ON SITE.
 - THE SOILS MUST NOT CONTAIN ANY ROCKS THAT HAVE SHARP EDGES OR THAT MAY OTHERWISE BE ABRAISIVE.
 - THE SOILS MUST NOT CONTAIN CLODS LARGER THAN 1/2" IN SIZE TO BE USED AS SHADING, BEDDING, OR LEVELING MATERIAL.
 - CONSTRUCTION REQUIREMENTS MUST MEET ANY APPLICABLE PG&E, FEDERAL, STATE, COUNTY, OR LOCAL REQUIREMENTS.
 - NO 1/2" SIEVE, #4 SCREEN, OR 75% DEEP, STAINLESS STEEL MESH SCREEN.
 - 8" SCREEN: #4 SCREEN: 2" DEEP, STAINLESS STEEL MESH SCREEN.
 - PROCEDURES FOR APPROVING NATIVE BACKFILL FOR SHADING AT PG&E ELECTRIC FACILITIES:
 - RANDOM SOIL SAMPLES SHALL BE TAKEN FROM A MINIMUM OF 3 LOCATIONS PER 1,000' OF TRENCH. ADDITIONAL SAMPLES MUST BE TAKEN IF EXISTING SOIL CONDITIONS CHANGE AND ARE TO BE TAKEN AT THE DISCRETION OF THE PG&E REPRESENTATIVE ON SITE.
 - SHADING MATERIAL CONTAINING LARGE ROCKS, PAINT MATERIALS, CLUSTERS, SHARPLY ANGULAR SUBSTANCES, OR CORROSIVE MATERIALS SHALL NOT BE USED IN THE TRENCH UNDER SURFACE OF THE CONDUITS AND/OR PREVENT PROPER COMPACTION OVER OR AROUND THE CONDUITS.
 - NATIVE SOILS CONTAINING ROCKS NOT BE EXCEEDING 6" IN DIAMETER MAY BE INCLUDED IN THE CHANGING MATERIAL, PROVIDED THE CLODS ARE EASILY BREAKABLE BY HAND. SOILS CONSISTING PRIMARILY OF ADHESIVE, HARD COMPACT (TENGE) CLAY, AND SAND SHALL NOT BE USED AS SHADING MATERIAL.
 - IF THE USE OF ANY IMPROVED MATERIAL IS REQUIRED TO ACHIEVE THESE REQUIREMENTS, REFER TO ENGINEERING DOCUMENT 062286 FOR MORE INFORMATION.
 - COMPACT NATIVE SOILS ARE PREFERRED TO BE USED FOR SHADING, BEDDING, AND BACKFILLING THROUGHOUT THE PROJECT. WHERE NATIVE SOILS EXCEED 1/2" MINUS AND/OR WHERE GAS IS TO BE PLACED AT THE BOTTOM OF A TRENCH IN AREAS THAT EXCEED 1/2" MINUS COVER LARGER THAN 1/2" IN TO BE USED AS SHADING, BEDDING, OR LEVELING COVER OF HARD PAN, POLE APPROVED 1/2" MINUS RAGAL MATERIAL SHALL BE USED FOR SHADING AND/OR BEDDING OF GAS FACILITIES.
 - PG&E APPROVED MATERIAL IS PER COST ENGINEERING GUIDELINE 4133.
 - A LEVELING COURSE IS REQUIRED FOR GAS FACILITIES. THE USE OF NATIVE SOILS IS PREFERRED, BUT IF 1/2" MINUS COVER IS NOT AVAILABLE WITH THE NATIVE SOILS, THE USE OF PG&E APPROVED RAGAL MATERIALS IS REQUIRED. BEDDING UNDER GAS FACILITIES WILL BE A MINIMUM OF 2" OF COMPACTED 1/2" MINUS NATIVE SOILS OR PG&E APPROVED IMPROVED MATERIAL.
 - FOR ELECTRIC FACILITIES, REFER TO NOTE 11. THIS APPLIES TO LEVELING COURSES AS WELL AS SHADING. THE MINIMUM POLE APPROVED BEDDING MATERIAL MAY BE INCREASED AT THE DISCRETION OF PG&E WHEN WARRANTED BY EXISTING FIELD CONDITIONS (E.G. ROCKY SOILS, HARD PAN, ETC.).
 - THE USE OF ANY IMPROVED MATERIAL FOR SHADING PURPOSES SHALL BE LIMITED TO THOSE SITUATIONS WHEN NATIVE SOILS DO NOT ALLOW FOR REQUIRED COMPACTION.
 - THE APPLICANT IS RESPONSIBLE FOR THE REMOVAL OF EXCESS SPOIL AND ASSOCIATED COSTS.
 - SEPARATION BETWEEN GAS FACILITIES AND ELECTRIC FACILITIES MAY BE REDUCED TO 6" WHEN CROSSING.
 - SERVICE SADDLES ARE THE PREFERRED SERVICE FITNESS FOR USE THROUGHOUT THE JOINT TRENCH PROJECT. ALL CLEARANCES, SEPARATION, AND COVER REQUIREMENTS ARE MAINTAINED.
 - CONTRACTOR TO INCREASE METER SPACING AS NECESSARY WHEN EARTHQUAKE VALVES OR OTHER ADDITIONAL SAFETY EQUIPMENT ARE REQUIRED. EARTHQUAKE VALVES ARE REQUIRED IN SOME AREAS AND ARE NOT PART OF PG&E/RADIUS SCOPE. THIS INFORMATION CAN BE FOUND ON BUILDING MECHANICAL ENGINEER'S PLANS. PG&E STANDARD METER SPACING REQUIREMENTS DO NOT INCLUDE CLEARANCE FOR EARTHQUAKE VALVES.
- ELECTRIC VERTICAL CLEARANCE REQUIREMENTS:**
- ABOVE ANY THREE-PHASE PAD-MOUNTED TRANSFORMER/EQUIPMENT LOCATION (EXCEPT MINI THREE PHASE), MAINTAIN 30' MINIMUM UNSTRUCTURED OVERHEAD CLEARANCE OVER PAD.
 - ABOVE ANY OTHER TRANSFORMER/EQUIPMENT LOCATION, MAINTAIN 20' MINIMUM UNSTRUCTURED OVERHEAD CLEARANCE OVER VAULT/PAD.
- GAS PIPELINE UNDERGROUND WARNING TAPE NOTES:**
- A WARNING TAPE IS TO BE INSTALLED IN OPEN TRENCH INSTALLATION OVER GAS PIPELINES IN BOTH TRANSMISSION AND DISTRIBUTION FACILITIES. THIS INCLUDES TRENCHES, SILL TUNNELS, EXCAVATIONS FOR REPAIR PURPOSES AND RISER REPLACEMENTS. THE WARNING TAPE IS INTENDED FOR EXCAVATOR DURING IN THE "TOLERANCE ZONE" OF THE TRENCH. THE TOLERANCE ZONE IS THE DISTANCE FROM THE WARNING TAPE TO THE PRELINE WHEN THE WARNING TAPE IS EXPOSED AND CHANGED WITH INDICATING EQUIPMENT. IT SHOULD BE WITHOUT BREACHING THIS ALERTING THE EXCAVATOR OF THE GAS FACILITY BELOW.
 - INSTALL 6" WIDE WARNING TAPE ABOVE THE GAS PIPELINE AT LEAST 12" BELOW GRADE, AND NO CLOSER THAN 12" FROM THE PIPE. INSTALLATION SHALL BE PERFORMED BY THE CONTRACTOR PRIOR TO THE POLE AND THE TAPE AS POSSIBLE. INSTALL THE TAPE ALONG THE LENGTH OF THE EXCAVATION, ENSURE THE TAPE OVERLAPS WHEN JOINTS OR PIECES OF TAPE ARE USED. EXCEPTION WHEN A JOINT TRENCH DESIGN DOES NOT ALLOW FOR INSTALLATION OF WARNING TAPE WITHIN THE TOLERANCE ZONE, INSTALL THE WARNING TAPE A MINIMUM OF 6" ABOVE THE PIPELINE AND BELOW THE FACILITY ABOVE THE PIPE.
 - WARNING TAPE SHALL BE BRIGHTLY COLORED YELLOW AND MARKED "CAUTION: GAS LINE BURIED BELOW" OR MARKED WITH A SIMILAR NOTIFICATION.
 - WARNING TAPE SHALL BE STORED IN SUCH A MANNER THAT LIMITS UNLAWFUL (U/I) EXPOSURE.
- PG&E PM'S:**
ELECTRIC:
35299547 (TOWNHOMES)
35299689 (APARTMENTS)
ASSOCIATED WITH RULE 20 PM# 32555076
- DESIGN CHANGE COMPONENT**
ANY CHANGES TO THIS DESIGN MUST BE APPROVED BY PG&E AIDE

- CONSTRUCTION NOTES:**
- ALL TRENCHING, BACKFILLING AND INSTALLATION BY CONTRACTOR MUST COMPLY WITH PG&E UO STANDARD 52425 (EFFECTIVE DATE 7-5-2006).
 - ALL WORK MUST COMPLY WITH PG&E TELEPHONE, CATV, STANDARDS AND PRACTICES. ALL WORK MUST BE INSPECTED AND APPROVED BY RESPECTIVE INSPECTORS. FIELD CONDITIONS MAY REQUIRE CHANGES TO APPROVED PLANS. AT THE DISCRETION OF PG&E INSPECTOR OR OTHERS, RANDOM SOIL SAMPLES SHALL BE TAKEN FROM A MINIMUM OF THREE LOCATIONS PER 1,000' OF TRENCH. 100% OF THE SAMPLE MUST PASS THROUGH A 1/2" SIEVE AND 75% MUST PASS THROUGH A #4 SCREEN. ADDITIONAL SAMPLES MUST BE TAKEN IF EXISTING SOIL CONDITIONS CHANGE AND IS TO BE AT THE DISCRETION OF THE PG&E REPRESENTATIVE ON SITE. THE SOILS MUST NOT CONTAIN ANY ROCKS THAT HAVE SHARP EDGES OR THAT MAY OTHERWISE BE ABRAISIVE. THE SOILS MUST NOT CONTAIN CLODS LARGER THAN 1/2" IN TO BE USED AS SHADING, BEDDING OR LEVELING MATERIALS. COMPACTION REQUIREMENTS MUST MEET ANY APPLICABLE PG&E, FEDERAL, STATE, COUNTY OR LOCAL REQUIREMENTS. ANY NATIVE SOILS OR IMPORT MATERIALS USED MUST NOT HINDER THOSE EFFORTS.
 - BACKFILL SHALL BE APPROVED BY THE UTILITY COMPANIES AND THE CITY. COMPACTION WILL BE TESTED AND PASSED BY THE SOILS ENGINEER.
 - IF SOIL IS NOT ROCK FREE, ADD 4" DEPTH OF TRENCH FOR SAND BEDDING.
 - VERIFY SPURCE BOX EXCAVATION SIZES WITH SUPPLIER(S).
 - THE TRENCHING CONTRACTOR SHALL COORDINATE THE UTILITY COMPANIES' INSTALLATION. THE TRENCHING CONTRACTOR TO PLACE CONNECTING CONDUIT WITHIN 2' OF BUILDING EXTERIOR WALLS.
 - CONTRACTOR SHALL MAKE HIMSELF FAMILIAR WITH THE PROJECT IMPROVEMENT PLANS AND CONDUCT HIS WORK ACCORDINGLY.
 - IT IS THE TRENCHING CONTRACTOR'S RESPONSIBILITY TO PROTECT IN PLACE ALL EXISTING FACILITIES. NO EXTRA PAYMENT WILL BE CONSIDERED FOR CROSSING OTHER SYSTEMS.
 - RADING DESIGN ASSUMES NO RESPONSIBILITY FOR THE PROJECT'S PROTECTIVE DESIGN. THESE DRAWINGS WERE PREPARED USING DATA SUPPLIED BY PG&E, TELEPHONE, CATV, IMPROVEMENT PLANS AND THE CITY'S INFORMATION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PHYSICALLY REVIEW THE PROJECT PRIOR TO SUBMITTING HIS BID.
 - CONTRACTOR WILL COMPLY WITH ALL LAWS, ORDINANCES AND REGULATIONS. CONTRACTOR SHALL BE FAMILIAR WITH U.S.S.A., INDUSTRIAL SAFETY, NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES, WHICH WORKING NEAR ENERGIZED OR "HOT" EQUIPMENT, THE UTILITY OWNER SHALL BE NOTIFIED TO SUPPLY THE APPROPRIATE MAIN POWER, PUBLIC SAFETY AND TRAFFIC CONTROL MEASURES ARE THE CONTRACTOR'S RESPONSIBILITY.
 - THE CONTRACTOR SHALL PROTECT CONSTRUCTION STAKING. HE SHALL COORDINATE STAKING WITH THE PROJECT'S CIVIL ENGINEER.
 - CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE AIDE (USA) TWO WORKING DAYS PRIOR TO START OF WORK.
 - CONTRACTOR SHALL NOTIFY INSPECTORS OF ANY POTENTIAL CONFLICTS PRIOR TO START OF WORK.
 - THIS PLAN IS TO BE USED FOR SOLE PURPOSE OF DIGGING THE JOINT TRENCH. SEE PG&E, AT&T, AND COMCAST PLANS FOR EXACT SIZE AND NUMBER OF CONDUITS INCLUDING THE JOINT TRENCH. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THE CORRECT NUMBER, SIZE AND TYPES OF CONDUITS ARE INSTALLED PER THE ENGINEERED PLANS BY EACH UTILITY COMPANY.
 - NOTE PLANS ISSUED AT THE PRE-CONSTRUCTION MEETING MAY BE SUBJECT TO REVISIONS. IF FINAL PLANS FROM EACH UTILITY COMPANY ARE NOT AVAILABLE AT THE START OF CONSTRUCTION.
 - WATER SEWER, DRAINS, SANITARY WASTE PIPES (INCLUDING SEWER AND GASOLINE), GAS, PROPANE AND OTHER VOLATILE HEAVIER THAN AIR GASES, SPRINKLER, IRRIGATION, STEAM AND OTHER "WET" FACILITIES SHALL MAINTAIN A MINIMUM OF THREE FEET FROM THE NEAREST DRAIN SURFACE OF GAS FACILITIES WITH NO LESS THAN ONE FOOT OF EARTH (SOIL BARRIER) BETWEEN THE ADJACENT SIDES OF THE INDIVIDUAL TRENCHES.
 - IN THE EXTRAORDINARY CASE THAT THE MINIMUM THREE FOOT HORIZONTAL SEPARATION CANNOT BE ATTAINED BETWEEN "WET" UTILITIES AND COMPANY DRY FACILITIES, A VARIANCE MAY APPROVED BY THE LOCAL INSPECTION SUPERVISOR AND SUBMITTED TO SERVICE PLANNING SUPPORT PROGRAM MANAGER FOR APPROVAL.
 - ALL METER PANELS: INDIVIDUAL, RESIDENTIAL OR NONRESIDENTIAL APPLICANTS WITH A METER PANEL RATING OF ANY SIZE, INSTALL INSIDE A METER ROOM OR OTHER STRUCTURE. MUST FOLLOW ALL OF THE REQUIREMENTS DESCRIBED BELOW:
 - A. INSTALL ONE AND MAINTAIN A SEPARATE, NOMINAL, 2-INCH DIAMETER CONDUIT WITH PULL TAPE INSIDE THE CONDUIT AND PULL TAPE MUST EXTEND THROUGH THE ENTIRE SURFACE OF THE BUILDING AND TERMINATE OUTSIDE THE METER PANEL OR SWITCHBOARD AT THE TOP OF THE METER SECTION.
 - B. ENSURE THE 2-INCH DIAMETER CONDUIT AND PULL TAPE EXTEND TO THE OUTSIDE OF THE BUILDING A MINIMUM OF 10 FEET ABOVE GROUND. THE OPEN END OF THE CONDUIT THAT IS EXPOSED TO THE OUTSIDE MUST HAVE A REMOVABLE TEMPORARY CAP OR PLUG.
 - C. DO NOT USE THE CONDUIT. THE CONDUIT IS FOR PG&E'S METERING EQUIPMENT ONLY.
 - THIS JOINT TRENCH PLAN WAS PREPARED BASED ON TOPOGRAPHICAL SURVEY AS PROVIDED BY A CIVIL ENGINEER. THE CONTRACTOR IS CAUTIONED THAT EXPLORATORY WORK IS NECESSARY TO DETERMINE THE ACTUAL LOCATION OF ANY EXISTING UTILITIES. RANDOM SURVEY REQUIREMENTS THAT ALL UTILITIES BE PROXIMALLY LOCATED ON THE SITE BEFORE THE OBTAIN OF SITE WORK. SUBSTRUCTURE LOCATIONS MAY REQUIRE FIELD ADJUSTMENT TO COMPENSATE FOR ACTUAL EXISTING UTILITY LOCATIONS.
 - EXCAVATION DIMENSIONS FOR TIE-IN TO EXISTING UTILITY CONDITIONS ARE AT THE DISCRETION OF THE PG&E FIELD INSPECTOR. CONTRACTOR TO COORDINATE WITH INSPECTOR AND EXPOSE UP TO 20' OR MORE OF EXISTING CONDITIONS WHEN NEEDED.

SUBSTRUCTURE VERIFICATION STAMP

DEVELOPER
PLEASE NOTE AND SIGN

ALL PG&E ENCLOSURES AND BOXES HAVE BEEN SET TO GRADE ACCORDING TO GRADE SHEETS PROVIDED BY DEVELOPERS ENGINEER. ALL COSTS TO RELOCATE OR RE-NEAREST BOXES AT A LATER DATE WILL BE BELD TO THE DEVELOPER. PLEASE HAZ YOUR SUPPLY VERIFY THE CORRECT GRADE OF ALL ENCLOSURES OR BOXES, AND SIGN AND DATE DRAWING.

SIGNED _____
DATE _____

THANK YOU

UTILITY APPROVALS

UTILITY	APPROVED BY	DATE
AT&T (PHONE)		
COMCAST (CATV)		

FOR RADIUS USE ONLY
QA REVIEW

REVIEW	INITIALS	SIGNATURE	DATE
MECHANICAL			08-22-2024
COMPOSITE			
PRE-COM			
PRE-COM			

DEVELOPER: THE SOBRATO ORGANIZATION
599 CASTRO ST, SUITE 400
MOUNTAIN VIEW, CA 94041
PETER TSAI
T: 650-695-1067
E: PTSAI@SOBRATO.COM

SHEET INDEX

JT-1	JOINT TRENCH TITLE SHEET
JT-2	OVERALL
JT-3,4,5	JOINT TRENCH COMPOSITE
JT-6	JOINT TRENCH SECTIONS

REGISTERED PROFESSIONAL ENGINEER
DAVID B. VOORHIES
No. 26429
Exp. 03-31-2024
CIVIL
STATE OF CALIFORNIA

RADIUS DESIGN, INC.
1600 MARILYN LANE, SUITE 100, ROCKY HAVEN, MD 21775-7625
TEL: 301-990-0010
WWW.RADIUSDESIGN.COM

123 Independence
Menlo Park, CA

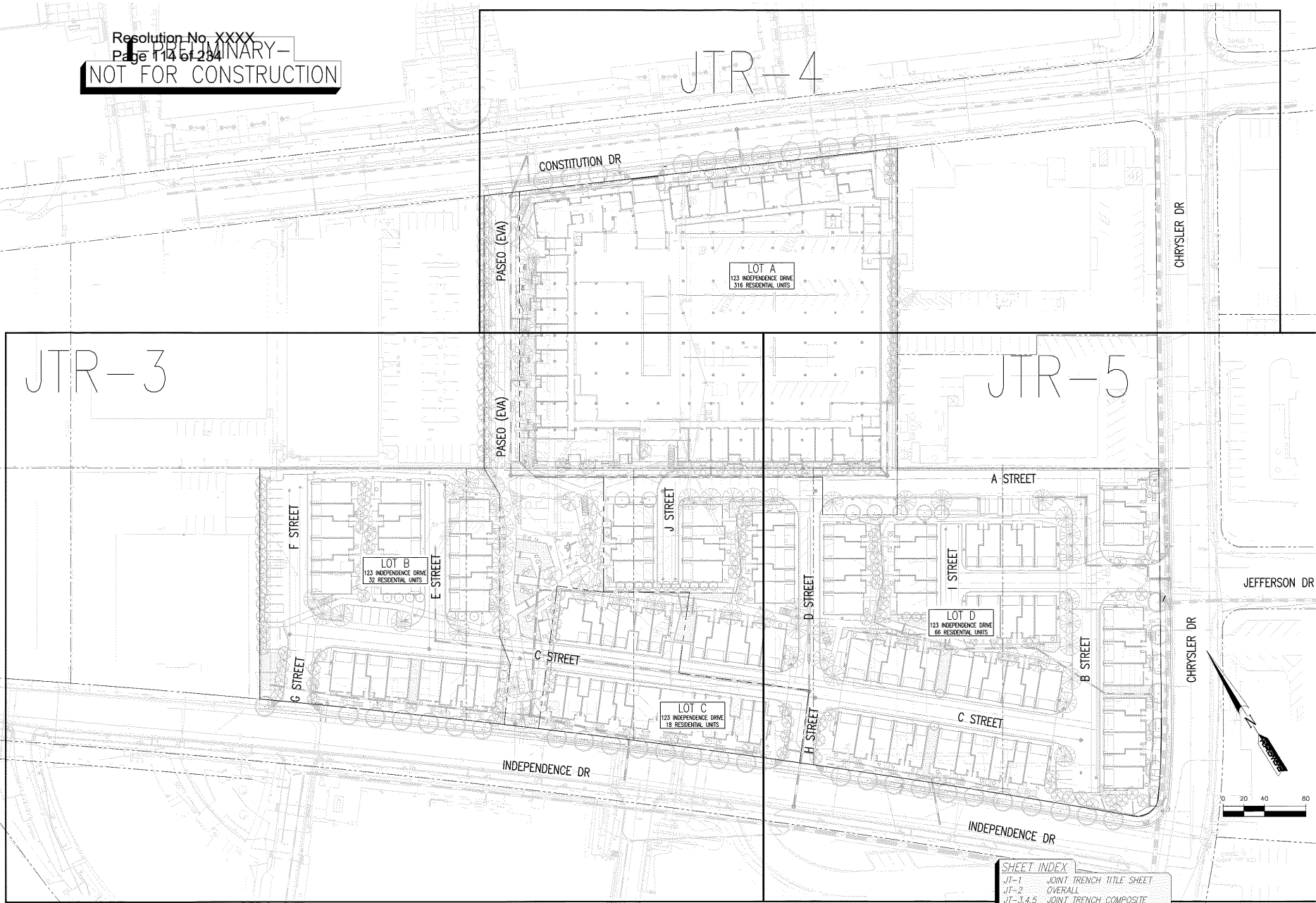
The Sobrato Organization
599 Castro Street, Suite 400
Mountain View, CA

Job No: 20004
Date: 06/13/2023
Scale: AS SHOWN
Drawn By: ME

Sheet Title:
JOINT TRENCH TITLE SHEET

Sheet No:
JT-1

PRELIMINARY -
NOT FOR CONSTRUCTION



SHEET INDEX	
JT-1	JOINT TRENCH TITLE SHEET
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JT-6	JOINT TRENCH SECTIONS

123 Independence
Menlo Park, CA

The Sobrato Organization
599 Castro Street, Suite 400
Mountain View, CA

Sheet Title:
OVERALL

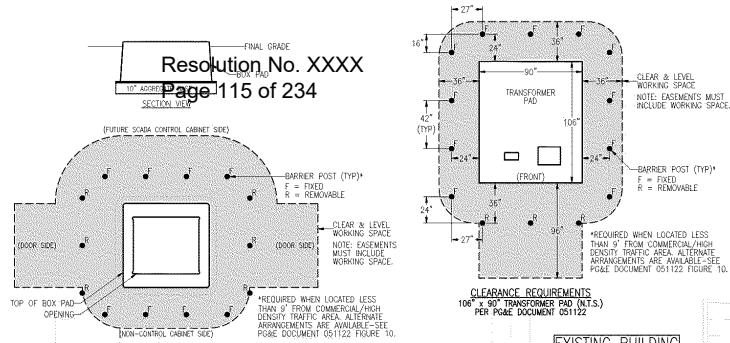
Job No. 20004
Date: 06/13/2023
Scale: AS SHOWN
Drawn By: ME

Sheet No:
JT-2

**-PRELIMINARY-
NOT FOR CONSTRUCTION**

**THIS IS NOT A BID DOCUMENT
THIS DRAWING HAS NOT YET BEEN REVIEWED BY
UTILITY COMPANIES AND IS SUBJECT TO CHANGE.**

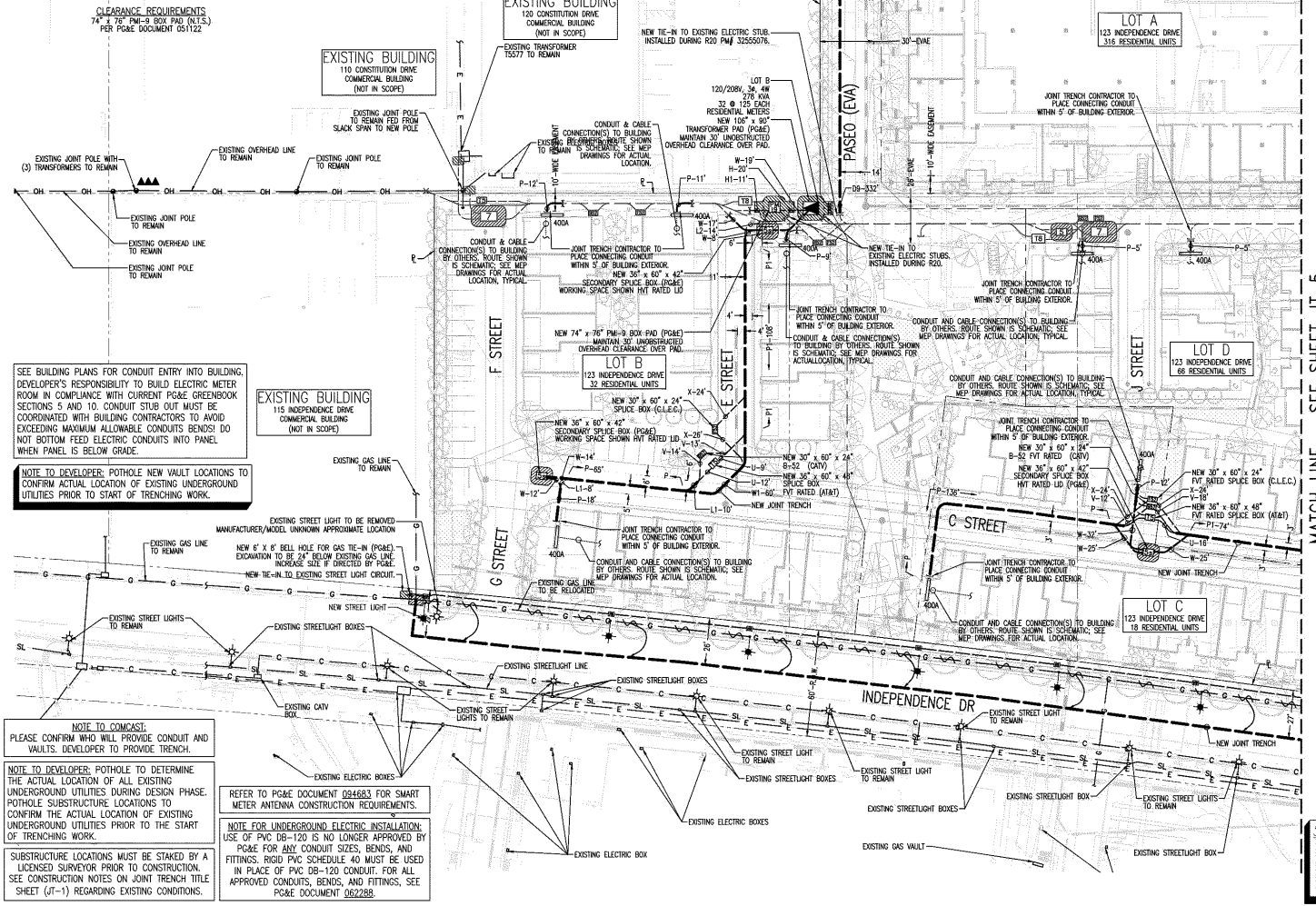
**NOTE TO CONTRACTOR:
FOR CONTRACTOR'S WORK RESPONSIBILITY,
REFER TO JOINT TRENCH TITLE SHEET (JT-1)**



LEGEND:

NEW	DESCRIPTION
	106" x 90" TRANSFORMER PAD (PG&E) WITH BARRIER POSTS, WORKING SPACE SHOWN. MAINTAIN 30' UNOBSTRUCTED OVERHEAD CLEARANCE OVER PAD.
	100" x 90" TRANSFORMER PADS (PG&E) WITH BUS PACE, WORKING SPACE SHOWN. MAINTAIN 30' UNOBSTRUCTED OVERHEAD CLEARANCE OVER PAD. ELIMINATED.
	74" x 76" PM-9 BOX PAD (PG&E) WITH BARRIER POSTS, WORKING SPACE SHOWN. MAINTAIN 30' UNOBSTRUCTED OVERHEAD CLEARANCE OVER PAD.
	4" x 6" x 6" SPlice BOX (PG&E) WORKING SPACE SHOWN. MAINTAIN 20' UNOBSTRUCTED OVERHEAD CLEARANCE OVER ENCLOSURE.
	3" x 5" x 6" SPlice BOX (PG&E) WORKING SPACE SHOWN. MAINTAIN 20' UNOBSTRUCTED OVERHEAD CLEARANCE OVER ENCLOSURE.
	72" x 36" JUNCTION PAD (PG&E) WITH BARRIER POSTS, WORKING SPACE SHOWN. MAINTAIN 30' UNOBSTRUCTED OVERHEAD CLEARANCE OVER PAD.
	6" x 8" BELL HOLE FOR GAS TIE-IN (PG&E). EXCAVATION TO BE 24" BELOW EXISTING GAS LINE. INCREASE SIZE IF DIRECTED BY PG&E.
	(N)OH OVERHEAD LINE
	X POLE
	IT3 36" x 60" x 48" SPlice BOX (AT&T)
	IT2 30" x 60" x 24" B-52 (CATV)
	IT1 30" x 60" x 24" SPlice BOX (C.L.E.C.)
	SL STREET LIGHT
	SB SPlice BOX 3-1/2" PULL BOX 10" x 17" x 12" HS
EXISTING	DESCRIPTION
	OH OVERHEAD LINE
	E ELECTRIC LINE
	G GAS LINE
	T PHONE LINE
	C CATV LINE
	FO FIBER OPTIC LINE
	JP JOINT POLE
	OH OVERHEAD LINE TO BE REWORKED
	JP JOINT POLE TO BE REWORKED
	OH OVERHEAD LINE TO BE RELOCATED
	JP JOINT POLE TO BE RELOCATED

**UTILITIES
PLEASE CONFIRM
TIE IN LOCATIONS**



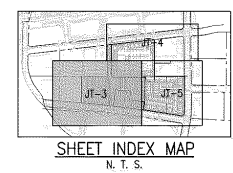
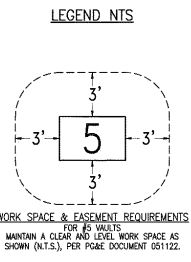
SEE BUILDING PLANS FOR CONDUIT ENTRY INTO BUILDING. DEVELOPER'S RESPONSIBILITY TO BUILD ELECTRIC METER ROOM IN COMPLIANCE WITH CURRENT PG&E GREENBOOK SECTIONS 5 AND 10. CONDUIT STUB OUT MUST BE COORDINATED WITH BUILDING CONTRACTORS TO AVOID EXCEEDING MAXIMUM ALLOWABLE CONDUITS BENDS DO NOT BOTTOM FEED ELECTRIC CONDUITS INTO PANEL WHEN PANEL IS BELOW GRADE.

NOTE TO DEVELOPER: POT HOLE NEW VAULT LOCATIONS TO CONFIRM ACTUAL LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO START OF TRENCHING WORK.

NOTE TO CONTRACTOR:
PLEASE CONFIRM WHO WILL PROVIDE CONDUIT AND VAULTS. DEVELOPER TO PROVIDE TRENCH.

NOTE TO DEVELOPER: POT HOLE TO DETERMINE THE ACTUAL LOCATION OF ALL EXISTING UNDERGROUND UTILITIES DURING DESIGN PHASE. POT HOLE SUBSTRUCTURE LOCATIONS TO CONFIRM THE ACTUAL LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO THE START OF TRENCHING WORK.

NOTE FOR UNDERGROUND ELECTRIC INSTALLATION:
USE OF PVC 106-120 IS NO LONGER APPROVED BY PG&E FOR ANY CONDUIT SIZES, BENDS, AND FITTINGS. RIGID PVC SCHEDULE 40 MUST BE USED IN PLACE OF PVC 106-120 CONDUIT. FOR ALL APPROVED CONDUITS, BENDS, AND FITTINGS, SEE PG&E DOCUMENT 062288.



SHEET INDEX

JT-1	JOINT TRENCH TITLE SHEET
JT-2	OVERALL
JT-3,4,5	JOINT TRENCH COMPOSITE
JT-6	JOINT TRENCH SECTIONS



123 Independence
Menlo Park, CA

The Sobrato Organization
599 Castro Street, Suite 400
Menlo Park, CA

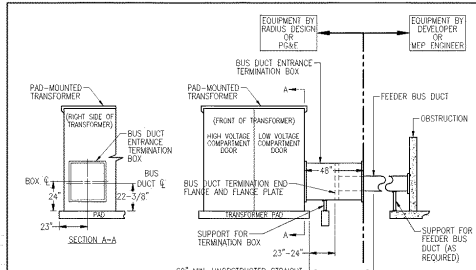
Sheet Title:
JOINT TRENCH INTENT

Job No. 20004
Date: 06/13/2023
Scale: AS SHOWN
Drawn By: ME

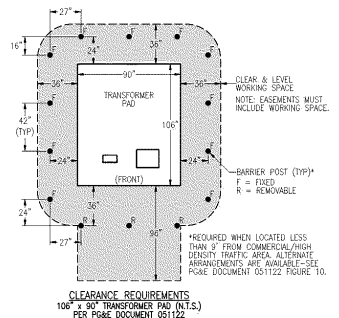
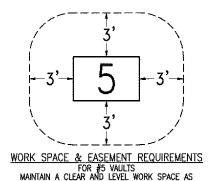
Sheet No:
JT-3

THIS IS NOT A BID DOCUMENT
 THIS DRAWING HAS NOT YET BEEN REVIEWED BY
 UTILITY COMPANIES AND IS SUBJECT TO CHANGE.

NOTE TO CONTRACTOR:
 FOR CONTRACTOR'S WORK RESPONSIBILITY,
 REFER TO JOINT TRENCH TITLE SHEET (JT-1)



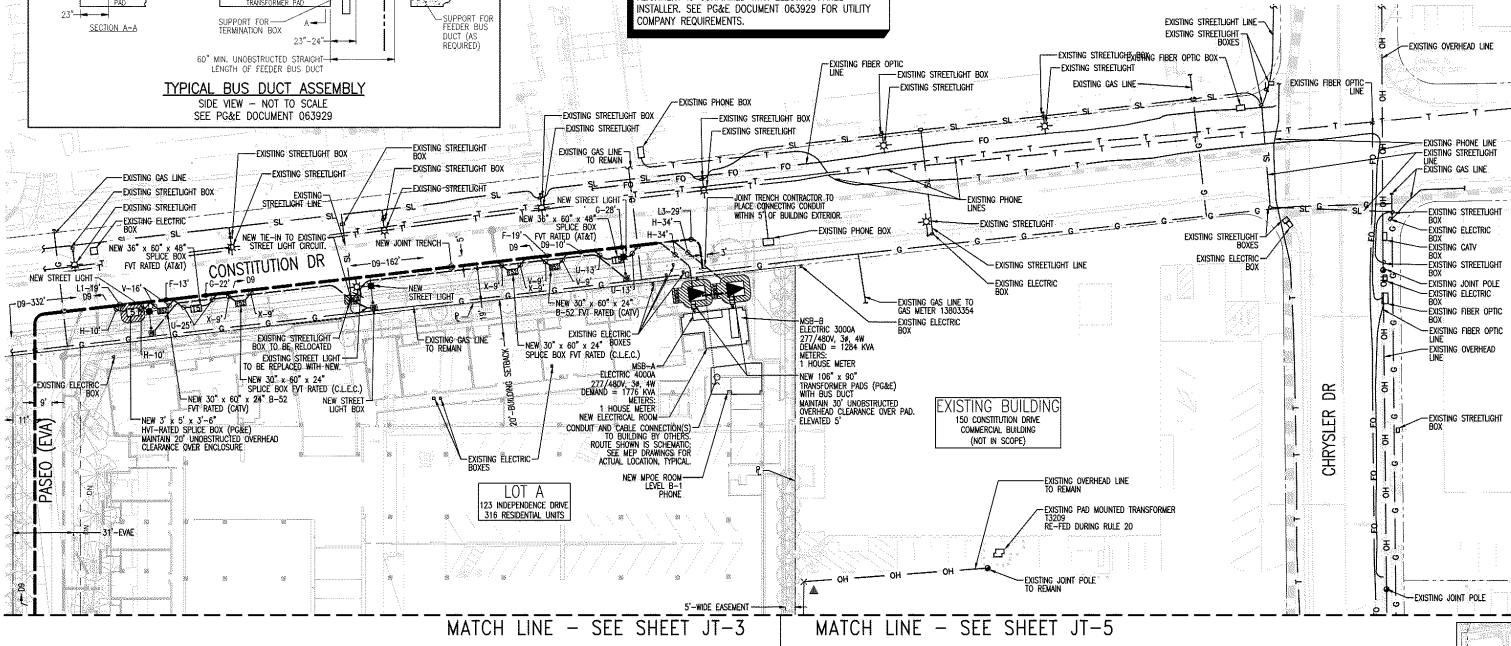
TRANSFORMER BUS DUCT TERMINATION; CAUTION!
 DO NOT INSTALL TRANSFORMER PAD UNTIL BUS DUCT
 ALIGNMENT IS CONFIRMED WITH ELECTRIC PANEL
 INSTALLER. SEE PG&E DOCUMENT 063929 FOR UTILITY
 COMPANY REQUIREMENTS.



LEGEND:

NEW	DESCRIPTION
	JOINT TRENCH
	106" x 90" TRANSFORMER PAD (PG&E) WITH BARRIER POSTS. WORKING SPACE SHOWN. MAINTAIN 30' UNOBSTRUCTED OVERHEAD CLEARANCE OVER PAD.
	100" x 80" TRANSFORMER PADS (PG&E) WITH BUS DUCT. WORKING SPACE SHOWN. MAINTAIN 30' UNOBSTRUCTED OVERHEAD CLEARANCE OVER PAD. ELEVATED 5'
	74" x 76" PAD-B BOX PAD (PG&E) WITH BARRIER POSTS. WORKING SPACE SHOWN. MAINTAIN 30' UNOBSTRUCTED OVERHEAD CLEARANCE OVER PAD.
	4'-4" x 8'-4" x 8" SPlice BOX (PG&E) WORKING SPACE SHOWN. MAINTAIN 20' UNOBSTRUCTED OVERHEAD CLEARANCE OVER PAD. ELEVATED 5'
	3' x 5' x 3'-6" SPlice BOX (PG&E) WORKING SPACE SHOWN. MAINTAIN 20' UNOBSTRUCTED OVERHEAD CLEARANCE OVER ENCLOSURE.
	72" x 36" JUNCTION PAD (PG&E) WITH BARRIER POSTS. WORKING SPACE SHOWN. MAINTAIN 30' UNOBSTRUCTED OVERHEAD CLEARANCE OVER PAD.
	6' x 8' BELL HOLE FOR GAS TIE-IN (PG&E). EXCAVATION TO BE 24" BELOW EXISTING GAS LINE. INCREASE SIZE IF DIRECTED BY PG&E.
(N)OH	OVERHEAD LINE
X	POLE
ITS	36" x 60" x 48" SPlice BOX (AT&T)
IBS	30" x 60" x 24" B-52 (CATV)
ISB	30" x 60" x 24" SPlice BOX (C.L.E.C.)
SL	STREET LIGHT
SB	SPlice BOX 3-1/2 PULL BOX 10" x 17" x 12" HS
EXISTING	DESCRIPTION
OH	OVERHEAD LINE
E	ELECTRIC LINE
G	GAS LINE
T	PHONE LINE
C	CATV LINE
FO	FIBER OPTIC LINE
•	JOINT POLE
OH	OVERHEAD LINE TO BE REMOVED
OH	JOINT POLE TO BE REMOVED
OH	OVERHEAD LINE TO BE RELOCATED
OH	JOINT POLE TO BE RELOCATED

LEGEND NTS



NOTE TO COMCAST:
 PLEASE CONFIRM WHO WILL PROVIDE CONDUIT AND VULTS. DEVELOPER TO PROVIDE TRENCH.

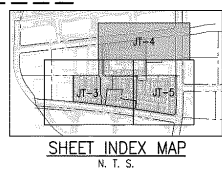
NOTE TO DEVELOPER: POT HOLE TO DETERMINE THE ACTUAL LOCATION OF ALL EXISTING UNDERGROUND UTILITIES DURING DESIGN PHASE. POT HOLE SUBSTRUCTURE LOCATIONS TO CONFIRM THE ACTUAL LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO THE START OF TRENCHING WORK.

SUBSTRUCTURE LOCATIONS MUST BE STAKED BY A LICENSED SURVEYOR PRIOR TO CONSTRUCTION. SEE CONSTRUCTION NOTES ON JOINT TRENCH TITLE SHEET (JT-1) REGARDING EXISTING CONDITIONS.

REFER TO PG&E DOCUMENT 094683 FOR SMART METER ANTENNA CONSTRUCTION REQUIREMENTS.

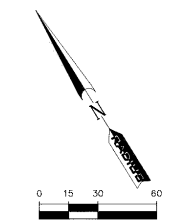
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 USE OF PVC 106-120 IS NO LONGER APPROVED BY PG&E FOR ANY CONDUIT SIZES, BENDS, AND FITTINGS. RIGID PVC SCHEDULE 40 MUST BE USED IN PLACE OF PVC 106-120 CONDUIT. FOR ALL APPROVED CONDUITS, BENDS, AND FITTINGS, SEE PG&E DOCUMENT 062288.

SEE BUILDING PLANS FOR CONDUIT ENTRY INTO BUILDING. DEVELOPER'S RESPONSIBILITY TO BUILD ELECTRIC METER ROOM IN COMPLIANCE WITH CURRENT PG&E GREENBOOK SECTIONS 5 AND 10. CONDUIT STUB OUT MUST BE COORDINATED WITH BUILDING CONTRACTORS TO AVOID EXCEEDING MAXIMUM ALLOWABLE CONDUITS BENDS. DO NOT BOTTOM FEED ELECTRIC CONDUITS INTO PANEL WHEN PANEL IS BELOW GRADE.



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123 Independence
 Menlo Park, CA

The Sobrato Organization
 599 Castro Street, Suite 400
 Mountain View, CA

Sheet Title:
JOINT TRENCH INTENT

Job No. 20004
 Date: 06/13/2023
 Scale: AS SHOWN
 Drawn By: ME

Sheet No:
JT-4

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SEE BUILDING PLANS FOR CONDUIT ENTRY INTO BUILDING.
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 EXCEEDING MAXIMUM ALLOWABLE CONDUITS BENDS. DO
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 WHEN PANEL IS BELOW GRADE.

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 FOR CONTRACTOR'S WORK RESPONSIBILITY,
 REFER TO JOINT TRENCH TITLE SHEET (JT-1)

LEGEND:

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(N)OH	OVERHEAD LINE
X	POLE
IT3	36" x 60" x 48" SPlice BOX (AT&T)
IT2	30" x 60" x 24" B-52 (CATV)
IT1	30" x 60" x 24" SPlice BOX (G.L.E.C.)
SL	STREET LIGHT
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EXISTING DESCRIPTION	
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OH	OVERHEAD LINE TO BE RELOCAED
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OH	OVERHEAD LINE TO BE RELOCAED
OH	JOINT POLE TO BE RELOCAED



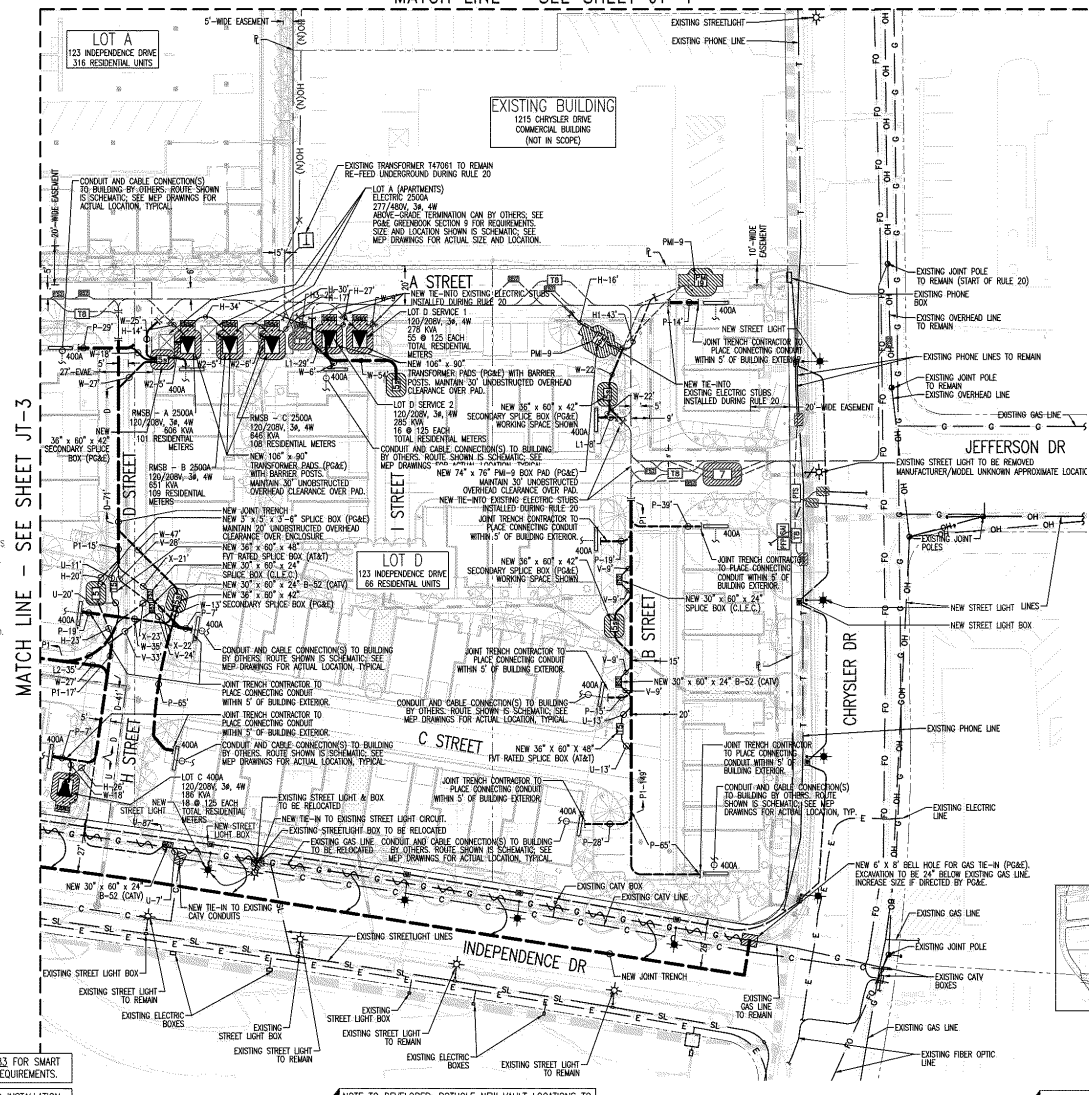
UTILITY DESIGN CONSULTANTS & ENGINEERS
 1460 MARINA LANE, SUITE 100, OAKLAND, CA 94612
 TEL: (925) 762-2422

123 Independence
 Menlo Park, CA
 The Sobrato Organization
 599 Castro Street, Suite 400
 Mountain View, CA

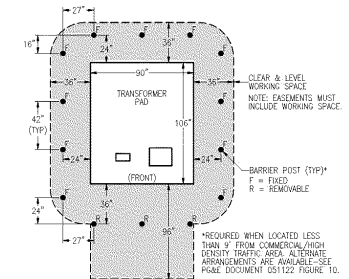
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JOINT TRENCH INTENT
 Job No. 20004
 Date: 06/13/2023
 Scale: AS SHOWN
 Drawn By: ME

Sheet No:
JT-5

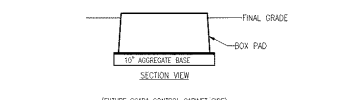
MATCH LINE - SEE SHEET JT-4



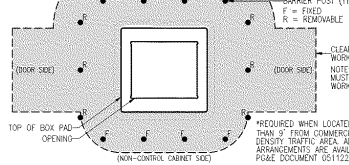
MATCH LINE - SEE SHEET JT-3



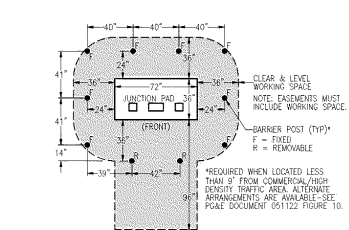
CLEARANCE REQUIREMENTS
 106" x 90" TRANSFORMER PAD (N.T.S.)
 PER PG&E DOCUMENT 051122



CLEARANCE REQUIREMENTS
 74" x 76" PM-9 BOX PAD (N.T.S.)
 PER PG&E DOCUMENT 051122



CLEARANCE REQUIREMENTS
 72" x 36" JUNCTION PAD (N.T.S.)
 PER PG&E DOCUMENT 051122



CLEARANCE REQUIREMENTS
 72" x 36" JUNCTION PAD (N.T.S.)
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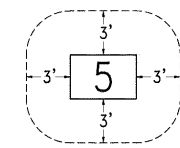
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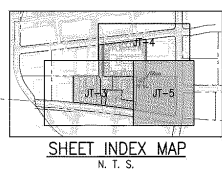
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NOTE TO DEVELOPER: POT HOLE NEW VAULT LOCATIONS TO
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 UTILITIES PRIOR TO START OF TRENCHING WORK.

LEGEND NTS

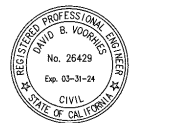
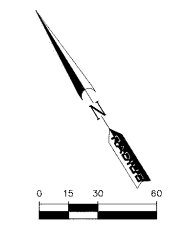


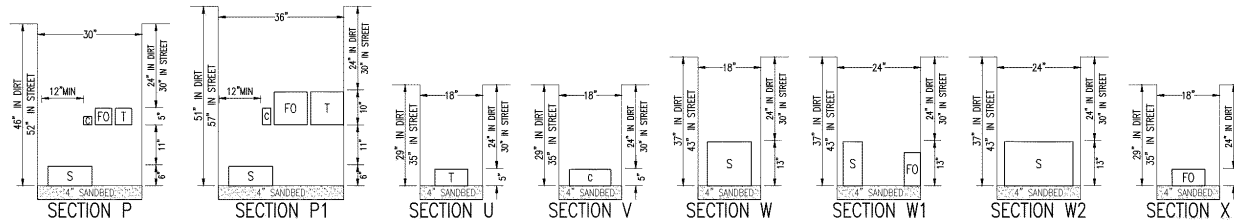
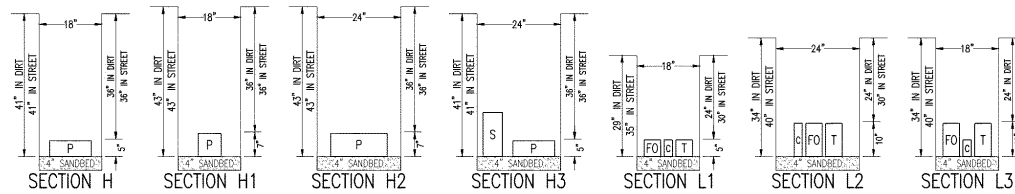
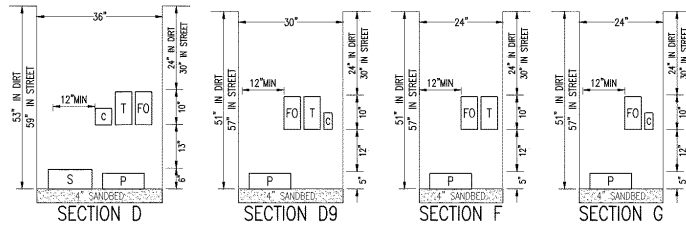
WORK SPACE & EASEMENT REQUIREMENTS
 FOR ALL VAULTS
 MAINTAIN A CLEAR AND LEVEL WORK SPACE AS
 SHOWN (N.T.S.), PER PG&E DOCUMENT 051122.



SHEET INDEX

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JT-6	JOINT TRENCH SECTIONS





SECTION	G	T	C	S	P	OTHER
B**	X	X	X	X	X	
C*	X	X	X	X	X	
D**	X	X	X	X	X	
E*	X	X	X	X	X	
F**	X	X	X	X	X	
G*	X	X	X	X	X	
H**	X	X	X	X	X	
I*	X	X	X	X	X	
J*	X	X	X	X	X	
K*	X	X	X	X	X	
L*	X	X	X	X	X	
M*	X	X	X	X	X	
N*	X	X	X	X	X	
O*	X	X	X	X	X	
P*	X	X	X	X	X	
Q*	X	X	X	X	X	
R*	X	X	X	X	X	
S*	X	X	X	X	X	
T*	X	X	X	X	X	
U*	X	X	X	X	X	
V*	X	X	X	X	X	
W*	X	X	X	X	X	
X*	X	X	X	X	X	
Y*	X	X	X	X	X	
Z*	X	X	X	X	X	
1*	X	X	X	X	X	
2*	X	X	X	X	X	
3*	X	X	X	X	X	
4*	X	X	X	X	X	
5*	X	X	X	X	X	
6*	X	X	X	X	X	
7*	X	X	X	X	X	
8*	X	X	X	X	X	
9*	X	X	X	X	X	
10*	X	X	X	X	X	
11*	X	X	X	X	X	
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42*	X	X	X	X	X	
43*	X	X	X	X	X	
44*	X	X	X	X	X	
45*	X	X	X	X	X	
46*	X	X	X	X	X	
47*	X	X	X	X	X	
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70*	X	X	X	X	X	
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72*	X	X	X	X	X	
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75*	X	X	X	X	X	
76*	X	X	X	X	X	
77*	X	X	X	X	X	
78*	X	X	X	X	X	
79*	X	X	X	X	X	
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81*	X	X	X	X	X	
82*	X	X	X	X	X	
83*	X	X	X	X	X	
84*	X	X	X	X	X	
85*	X	X	X	X	X	
86*	X	X	X	X	X	
87*	X	X	X	X	X	
88*	X	X	X	X	X	
89*	X	X	X	X	X	
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94*	X	X	X	X	X	
95*	X	X	X	X	X	
96*	X	X	X	X	X	
97*	X	X	X	X	X	
98*	X	X	X	X	X	
99*	X	X	X	X	X	
100*	X	X	X	X	X	

CONTRACTOR NOTES:

- THE SYMBOLS [S] [P] [C] [T] [FO] INDICATE OCCUPANCY ONLY. SEE ELECTRIC, GAS, CATV, TELEPHONE, AND FIBER OPTIC PLANS FOR EXACT SIZE AND NUMBER OF CONDUITS.
- THIS PLAN IS TO BE USED AS A GUIDE FOR TRENCHING WIDTH AND DEPTH AND NOT CONDUIT INSTALLATION.
- CONTRACTOR TO PROVIDE SEPARATION FROM TRENCH WALL AND OTHER FACILITIES SUFFICIENT TO ENSURE PROPER COMPACTON.
- CONTRACTOR TO INCLUDE INCIDENTAL TRENCHING IN SPICE BOX, VAULT, OR TRANSFORMER EXCAVATION IN AREAS WHERE NO ENTRANCE OR EXIT OF TRENCH IS SHOWN.
- UTILITY COMPANIES RESERVE THE RIGHT TO MAKE FIELD ADJUSTMENTS AS NECESSARY.

SOILS NOTES:

- RADIUS IS NOT RESPONSIBLE FOR ANY SOILS ENGINEERING TO DETERMINE THE ABILITY TO CONSTRUCT OR THE PROJECT CONDITIONS.
- RADIUS ASSUMES NO RESPONSIBILITY FOR ADDITIONAL WORK DUE TO ADVERSE JOB SITE CONDITIONS.
- PG&E WILL REQUIRE SOILS ANALYSIS FOR SUBSURFACE TRANSFORMER (IF APPLICABLE).

	G	D	EP	C	S	P	FO	MIN. COVER
CG-GAS	12"	12"	12"	12"	12"	12"	12"	24" 30" IN STREET
CT-TELEPHONE (TRENCH)	12"	12"	12"	12"	12"	12"	12"	24" 30" IN STREET
CT-TELEPHONE (DIRECT BURY)	12"	12"	12"	12"	12"	12"	12"	24" 30" IN STREET
CS-CATV	12"	12"	12"	12"	12"	12"	12"	24" 30" IN STREET
S-STEELING SECONDARY	12"	12"	12"	12"	12"	12"	12"	24" 30" IN STREET
P-STEELING PRIMARY	12"	12"	12"	12"	12"	12"	12"	24" 30" IN STREET
FO-FIBER OPTIC	12"	12"	12"	12"	12"	12"	12"	24" 30" IN STREET

ABBREVIATIONS:

- [P] PRIMARY (PG&E)
- [S] SECONDARY (PG&E)
- [C] CATV (COMCAST)
- [T] PHONE (AT&T)
- [FO] FIBER OPTIC (C.L.E.C.)

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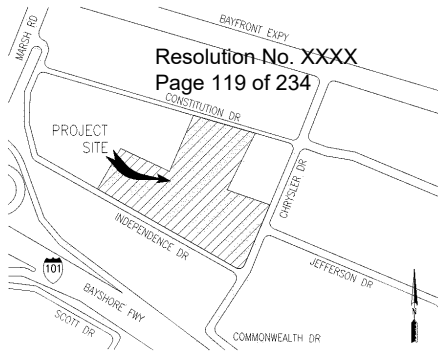
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 Scale: AS SHOWN
 Drawn By: ME

Sheet No:
JT-6





Resolution No. XXXX
Page 119 of 234

VICINITY MAP
N. T. S.

WORK RESPONSIBILITY
JOINT TRENCH

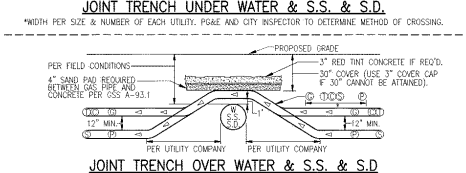
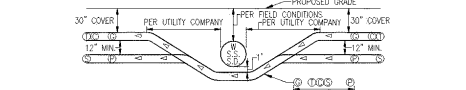
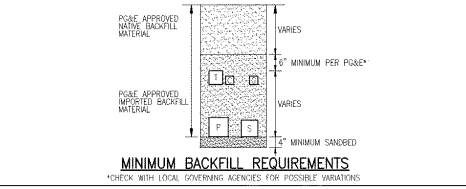
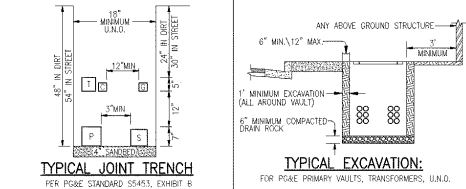
- TRENCHING
EXCAVATE & BACKFILL.....
- PG&E ELECTRIC CABLE
SUPPLY & INSTALL.....
- ELECTRIC CONDUIT
SUPPLY & INSTALL.....
- ELECTRIC BOXES
SUPPLY & INSTALL.....
- ELECTRIC PADS
SUPPLY & INSTALL.....
- ELECTRIC TRANSFORMERS
SUPPLY & INSTALL.....
- ELECTRIC INTERRUPTERS
SUPPLY & INSTALL.....
- PG&E ELECTRIC SWITCHES
SUPPLY & INSTALL.....
- TELEPHONE CONDUIT
SUPPLY & INSTALL.....
- TELEPHONE CABLE
SUPPLY & INSTALL.....
- TELEPHONE SPICE BOXES
SUPPLY & INSTALL.....
- TELEPHONE S&L PADS
SUPPLY & INSTALL.....
- C.A.T.V. CONDUIT
SUPPLY & INSTALL.....
- C.A.T.V. SPICE BOXES
SUPPLY & INSTALL.....
- C.I.E.C. FIBER CONDUIT ACCEPTED DECLINED
- C.I.E.C. FIBER SPICE BOXES ACCEPTED DECLINED

● WORK TO BE PERFORMED BY THE RESPECTIVE CONTRACTOR & UTILITY COMPANIES
 ◎ ASSUME CONTRACTOR RESPONSIBILITY UNLESS OTHERWISE SPECIFIED
 ○ NOT APPLICABLE UNLESS OTHERWISE SPECIFIED
 * NOTE: TO PULL CABLE INTO ENERGIZED ENCLOSURES
 ** REFER TO WORK DETAILED WORK RESPONSIBILITY BREAKDOWN, SEE CORRESPONDING MATERIAL LIST.

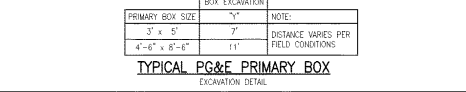
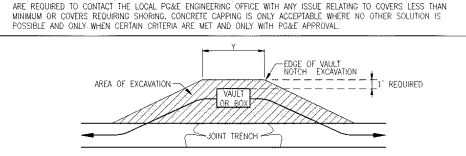
THESE PLANS WERE PREPARED IN CONJUNCTION WITH THE FOLLOWING PLANS:

DATE	REVISION	APPROVED BY
07-01-2022	PRELIMINARY	
06-06-2021	PRELIMINARY	
N/A	N/A	
07-01-2022	PRELIMINARY	
07-06-2022	PRELIMINARY	
07-06-2022	PRELIMINARY	
07-05-2022	PRELIMINARY	
03-17-2022	PRELIMINARY	
08-25-2022	PRELIMINARY	

RADIUS DESIGN is not responsible for any
 submittal changes or omissions.
 OTHER UTILITIES SHOWN ARE APPROXIMATE AND BASED ON FIELD SURVEY AND AVAILABLE
 UTILITY INFORMATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE ACTUAL LOCATION
 AND EXISTING UTILITIES PRIOR TO THE COMMENCEMENT OF WORK. PHYSICAL VERIFICATION
 OF UTILITY LOCATIONS SHALL BE PERFORMED BY CAREFUL PROBING OR HAND DIGGING IN
 ACCORDANCE WITH ARTICLE 6 OF THE CAL/JOSHA CONSTRUCTION SAFETY ORDERS.



NOTE: TRENCH DEPTH NOT TO EXCEED 5' UNLESS APPROVED BY PG&E INSPECTOR. IN NO CASE
 SHOULD PLASTIC GAS PIPE BE INSTALLED AT A DEPTH GREATER THAN 10' UNLESS APPROVED
 BY PG&E SENIOR GAS ENGINEER.



ELECTRIC CONDUIT MINIMUM BEND RADIUS

CONDUIT DIAMETER	VERTICAL RADIUS	HORIZONTAL RADIUS
1/2"	24"	36"
3/4"	24"	36"
1"	36"	36"
1 1/2"	36"	36"

NOTE: 316' MIN BENDS IN ANY SECONDARY CONDUIT RUN 200' OR LESS.
 300' MIN BENDS IN ANY PRIMARY CONDUIT RUN.

TYPICAL GAS METER REQUIREMENTS*

METER TYPE	LOAD (SQFT)	DELIVERY PRESSURE (PSIG)	PAD SIZE (INCHES)	MIN. W/TH REQUIRED FOR METER (INCHES)	DISTANCE FROM RISER TO FINISHED WALL (INCHES)	MIN. HOUSELINE TUB (INCHES)
TYPICAL	0-500	0.25	N/A UNLESS USING FLEX-HOSE METERS	24	6 TO 9	4
400 TO 1000	351-1,400	0.25	N/A UNLESS USING FLEX-HOSE METERS	30	6 TO 9	6
1.5M OR 3M ROTARY	2001-2,400	APPROVED BY PG&E	40 X 36 X 4	52	20	VARIES
5M OR 7M ROTARY	3,001-7,000	APPROVED BY PG&E	78 X 36 X 4	90	20	VARIES
11M OR 17M ROTARY	7,001-16,000	APPROVED BY PG&E	94 X 36 X 4	106	20	VARIES

*ACTUAL METER-SET CONFIGURATIONS MAY DIFFER DEPENDING ON FIELD CONDITIONS AND RESTRICTIONS.
 FOR GAS METER DETAILS, SEE SECTION 2 OF CURRENT ELECTRIC GAS SERVICE REQUIREMENTS GREENBOOK
 BY PG&E. PG&E STANDARD METER SPACING REQUIREMENTS DO NOT INCLUDE CLEARANCE FOR EARTHQUAKE
 VALVES OR OTHER ADDITIONAL SAFETY EQUIPMENT. SEE NOTE 17 UNDER GENERAL NOTES ON SHEET JT-1.
 **DELIVERY PRESSURE TO BE CONFIRMED VIA FOLLOWING PLUMBING AND MECHANICAL PLANS. PG&E MAINTAINS
 SOLE AUTHORITY TO DETERMINE IF THE DELIVERED DELIVERY-PRESSURE SERVICE IS AVAILABLE AT A
 SPECIFIC LOCATION.

GENERAL NOTES:

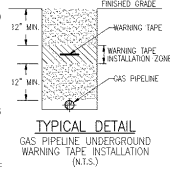
- JOINT TRENCH MUST BE INSTALLED ENTIRELY WITHIN AN EASEMENT. EASEMENTS FOR JOINT TRENCH SERVICE LATERALS WITHIN PROJECT ON PRIVATE PROPERTY ARE AT THE DISCRETION OF THE UTILITY COMPANIES.
- ALL DEPTHS AND RESULTING COVER REQUIREMENTS ARE MEASURED FROM FINAL GRADE.
- COVER, CLEARANCES, AND SEPARATION SHALL BE AS GREAT AS PRACTICABLE UNDER THE CIRCUMSTANCES, BUT UNDER NO CIRCUMSTANCES SHALL BE LESS THAN THE MINIMUM COVER, CLEARANCES AND SEPARATION REQUIREMENTS SET FORTH IN GENERAL NOTES 13 AND 14 AND 15.22.22 AND 15.22.23 AND 15.22.24. ALL JOINT TRENCHES AND ALL FACILITIES SHALL BE ANCHORED IN PLACE PRIOR TO COMPLETION, OR OTHER MEANS SHALL BE TAKEN TO ENSURE NO MOTION OF THE UTILITIES. DIMENSIONAL REQUIREMENTS FOR SHADING AND BACKFILLING SHALL BE DETERMINED SUBSEQUENT TO COMPLETION.
- TRENCH DIMENSIONS SHOWN ARE TYPICAL. TRENCH SIZES AND CONFIGURATIONS MAY VARY DEPENDING UPON OCCUPANCY AND/OR FIELD CONDITIONS. TRENCH SIZE AND CONFIGURATION MUST AT ALL TIMES BE CONSTRUCTED IN A MANNER THAT ENSURES PROPER CLEARANCES AND COVER REQUIREMENTS ARE MET. ANY CHANGE TO THE TRENCH WIDTH AND CONFIGURATIONS AS SHOWN SHALL BE APPROVED BY PG&E SENIOR GAS ENGINEER PRIOR TO SUBMITTING HIS B.O.C. TO COMPACTION.
- IT IS REFERRED TO HAVE NON-POLE OWNED STREETLIGHTS AT A LEVEL OTHER THAN THE GAS OR ELECTRIC LINE. NON-POLE OWNED STREETLIGHTS MAY BE AT THE ELECTRIC LEVEL OF THE TRENCH AS LONG AS MINIMUM CLEARANCES ARE MAINTAINED AND THE STREETLIGHTS ARE PROTECTED FROM THE JOINT TRENCH BY A SECOND ELEC. FACILITY.
- NON-UTILITY FACILITIES ARE NOT ALLOWED IN ANY JOINT UTILITY TRENCH, E.G. IRRIGATION CONTROL LINES, BUILDING FIRE ALARM SYSTEMS, PRIVATE TELEPHONE SYSTEMS, UNDERGROUND ELECTRICAL CABLE, ETC.
- WHEN COMMUNICATION DUCTS ARE INSTALLED, A MINIMUM OF 12" RIGID SEPARATION SHALL BE MAINTAINED FROM GAS FACILITIES. EXCEPTION WITH MUTUAL AGREEMENT, WHEN A 4-INCH DIAMETER OR SMALLER GAS PIPE IS INSTALLED, THE SEPARATION MAY BE REDUCED TO NOT LESS THAN 6" RIGID SEPARATION.
- PROVIDE SEPARATION FROM TRENCH WALL AND OTHER FACILITIES SUFFICIENT TO ENSURE PROPER COMPACTION.
- MAINTAIN PROPER SEPARATION BETWEEN PG&E FACILITIES AND "WET" UTILITY LINES AS DESCRIBED IN UO STANDARD 55453. THE MINIMUM ALLOWABLE HORIZONTAL SEPARATION BETWEEN COMPANY FACILITIES AND "WET" FACILITIES IS 3" WITH A MINIMUM OF 18" VERTICAL SEPARATION. SEPARATION BETWEEN "WET" UTILITIES AND COMPANY DRY FACILITIES, IF A 3" HORIZONTAL SEPARATION CANNOT BE ATTAINED BETWEEN "WET" UTILITIES AND COMPANY DRY FACILITIES, IS REQUIRED BY THE LOCAL INSPECTION DEPARTMENT AND SUBMITTED TO THE SERVICE PLANNING SUPPORT PROGRAM MANAGER AT APPROVAL. SEPARATIONS OF 1" OR LESS ARE NOT PERMISSIBLE AND WILL NOT BE ALLOWED. THE COMPANY MAY ADOPT TO HAVE THE MINIMUM 3" SEPARATION REQUIREMENT AT THE REQUEST OF AN APPLICANT IF WARRANTED AND THE NEED IS SHOWN BY THE SOLECKET FOR A WORKER MUST.
- BE MADE IN WRITING AND SUBMITTED TO THE COMPANY ADE DURING THE PLANNING AND DESIGN PHASE OF THE PROJECT.
- CLEARLY DESCRIBE THE CONDITIONS NECESSITATING THE WORKER.
- INCLUDE A PROPOSED DESIGN, AND INCLUDE A DESIGN FOR A BARRIER BETWEEN THE "WET" UTILITIES AND COMPANY DRY FACILITIES IN THE EVENT THAT THE BARRIER IS NOT BEING MAINTAINED FROM THE JOINT TRENCH WITH LINES CONNECTED TO DOWNSPOTS ON BUILDINGS ARE CONSIDERED A "WET" UTILITY FOR THE PURPOSES OF THIS STANDARD.
- SEPARATIONS SHALL BE MAINTAINED AT ABOVE GROUND TRENCH POINTS.
- PROCEDURES FOR APPROVING NATIVE BACKFILL FOR SHADING OF PG&E GAS FACILITIES:
 • RANDOM SOIL SAMPLES SHALL BE TAKEN FROM A MINIMUM OF 3 LOCATIONS PER 1,000' OF TRENCH. 100% OF THE SAMPLE MUST PASS THROUGH NO. 10 AND MUST PASS THROUGH A #4 SCREEN. ADDITIONAL SAMPLES MUST BE TAKEN IF EXISTING SOIL CONDITIONS CHANGE AND ARE TO BE TAKEN AT THE DISCRETION OF THE POLE REPRESENTATIVE ON SITE.
 • THE SOILS MUST NOT CONTAIN ANY ROCKS THAT HAVE SHARP EDGES OR THAT MAY OTHERWISE BE ABRAISIVE.
 • THE SOILS MUST NOT EXCEED 1/2" MINUS AND/OR WHERE GAS IS TO BE PLACED AT THE BOTTOM OF A TRENCH IN FACILITIES THAT EXCEED 1/2" MINUS OR DEEPER OR WHERE THE BOTTOM OF A TRENCH IS CONSIDERED TO CONSIST OF HARD PAN, IMPROVE 1/2" MINUS IMPROVE MATERIAL SHALL BE USED FOR SHADING AND/OR BEDDING OF GAS FACILITIES.
 • PG&E APPROVED IMPORT MATERIAL IS PER COT ENGINEERING GUIDELINE 4133.
 • IF A LEVELING COURSE IS REQUIRED FOR GAS FACILITIES, THE USE OF NATIVE SOIL IS PREFERRED, BUT IF 1/2" MINUS MATERIAL IS NOT AVAILABLE WITH THE NATIVE SOILS, THE USE OF PG&E APPROVED IMPORT MATERIALS IS REQUIRED. BEDDING UNDER GAS FACILITIES WILL BE A MINIMUM OF 2" OF COMPACTED 1/2" MINUS NATIVE SOILS OR PG&E APPROVED IMPORT MATERIAL.
 • FOR ELECTRIC FACILITIES, REFER TO THIS APPLIES TO LEVELING COURSES AS WELL AS SHADINGS.
 • THE MINIMUM PG&E APPROVED BEDDING MATERIAL MAY BE INCREASED AT THE DISCRETION OF PG&E WHEN WARRANTED BY EXISTING FIELD CONDITIONS (E.G. ROCKY SOILS, HARD PAN, ETC.).
 • THE USE OF ANY IMPORT MATERIAL, BACKFILLING PURPOSES SHALL BE LIMITED TO THOSE SITUATIONS WHEN NATIVE SOILS DO NOT ALLOW FOR REQUIRED COMPACTION.
- APPLICANT IS RESPONSIBLE FOR THE REMOVAL OF EXCESS SPOIL AND ASSOCIATED COSTS.
- SEPARATION BETWEEN GAS FACILITIES AND ELECTRIC FACILITIES MAY BE REDUCED TO 6" WHEN CROSSING.
- SERVICE SADDLES ARE THE PREFERRED SERVICE FITTING FOR USE THROUGHOUT THE JOINT TRENCH PROJECT. ALL CLEARANCES, SEPARATION, AND COVER REQUIREMENTS ARE MAINTAINED.
- CONTRACTOR TO INCREASE METER SPACING AS NECESSARY WHEN EARTHQUAKE VALVES OR OTHER ADDITIONAL SAFETY EQUIPMENT ARE REQUIRED. EARTHQUAKE VALVES ARE REQUIRED IN SOME AREAS AND ARE NOT PART OF PG&E/RADIUS SCOPE. THIS INFORMATION CAN BE FOUND ON BUILDING MECHANICAL ENGINEER'S PLANS. POLE STANDARD METER SPACING REQUIREMENTS DO NOT INCLUDE CLEARANCE FOR EARTHQUAKE VALVES.

TRANSFORMER CLEARANCE REQUIREMENTS:

- ABOVE ANY THREE PHASE PAD-MOUNTED TRANSFORMER LOCATION (EXCEPT WITH THREE PHASE), MAINTAIN 30" MINIMUM UNOBSTRUCTED OVERHEAD CLEARANCE OVER TRANSFORMER PAD.
- ABOVE ANY OTHER TRANSFORMER LOCATION, MAINTAIN 20" MINIMUM UNOBSTRUCTED OVERHEAD CLEARANCE OVER TRANSFORMER VAULT/PAD.

GAS PIPELINE UNDERGROUND WARNING TAPE NOTES:

- A WARNING TAPE IS TO BE INSTALLED IN OPEN TRENCH INSTALLATION OVER GAS PIPELINES IN BOTH TRANSMISSION AND DISTRIBUTION FACILITIES. THIS INCLUDES TRENCHES, SILL LINES, EXCAVATIONS FOR REPAIR PURPOSES AND RISER REPLACEMENTS. THE WARNING TAPE IS INTENDED FOR EXCAVATOR DIGGING IN THE "TOLERANCE ZONE" TO STRIKE THE WARNING TAPE PRIOR TO THE PRELINE WHEN THE WARNING TAPE IS EXPOSED AND SHABBED WITH INADEQUATE EQUIPMENT. IT STRIKES WITHOUT BREAKING, THIS ALERTING THE EXCAVATOR OF THE GAS FACILITY BELOW.
- INSTALL 6" WIDE WARNING TAPE ABOVE THE GAS PIPELINE AT LEAST 12" BELOW GRADE, AND NO CLOSER THAN 12" FROM THE PIPE. INSTALLATION SHALL BE DONE IN THE TOLERANCE ZONE. THE TOLERANCE ZONE SHALL BE THE DEPTH AS POSSIBLE, INSTALL THE TAPE ALONG THE LENGTH OF THE EXCAVATION, ENSURE THAT THE TAPE OVERLAPS WHEN THE PIECES OF TAPE ARE USED. EXCEPTION WHEN A JOINT TRENCH DESIGN DOES NOT ALLOW FOR INSTALLATION OF WARNING TAPE WITHIN THE TOLERANCE ZONE, INSTALL THE WARNING TAPE A MINIMUM OF 6" ABOVE THE PRELINE, AND ABOVE THE FACILITY ASBESTOS LINE.
- WARNING TAPE SHALL BE BRIGHTLY COLORED YELLOW AND MARKED "CAUTION: GAS LINE BURIED BELOW" OR MARKED WITH A SIMILAR NOTIFICATION.
- WARNING TAPE SHALL BE STORED IN SUCH A MANNER THAT LIMITS ULTRAVIOLET (UV) EXPOSURE.



PG&E PM'S:
ELECTRIC: 32555076
ASSOCIATED WITH NEW BUSINESS PM'S
32599547 (TOWNHOMES)
35299689 (APARTMENTS)

DESIGN CHANGE COMPONENT
 ANY CHANGES TO THIS DESIGN MUST BE APPROVED BY PG&E ADE

CONSTRUCTION NOTES:

- ALL TRENCHING, BACKFILLING AND INSTALLATION BY CONTRACTOR MUST COMPLY WITH PG&E UO STANDARD 55453 (EFFECTIVE DATE 7-5-2006).
- ALL WORK MUST COMPLY WITH P.G. & E. TELEPHONE, C.A.T.V. STANDARDS AND PRACTICES. ALL WORK MUST BE INSPECTED AND APPROVED BY RESPECTIVE INSPECTORS. RANDOM SOIL SAMPLES SHALL BE TAKEN FROM A MINIMUM OF THREE LOCATIONS PER LOAD OF TRENCH. 100% OF THE SAMPLE MUST PASS THROUGH A 3" SIEVE AND 75% MUST PASS THROUGH A #4 SCREEN. ADDITIONAL SAMPLES MUST BE TAKEN IF EXISTING SOIL CONDITIONS CHANGE AND AS TO BE USED AS SHADING OR BEDDING MATERIAL. COMPACTION REQUIREMENTS MUST MEET AND EXCEED PG&E UO STANDARD 55453. FEDERAL, STATE, COUNTY OR LOCAL REQUIREMENTS. ANY NATIVE SOILS OR IMPORT MATERIALS USED MUST NOT EXCEED THESE EFFORTS.
- BACKFILL SHALL BE APPROVED BY THE UTILITY COMPANIES AND THE CITY. COMPACTION WILL BE TESTED AND PASSED BY THE SOILS ENGINEER.
- IF SOIL IS NOT ROCK FREE, ADD 4" DEPTH OF TRENCH FOR SAND BEDDING.
- VERIFY SPAKE BOX EXCAVATION SIZES WITH SUPPLIER(S).
- THE TRENCHING CONTRACTOR SHALL COORDINATE THE UTILITY COMPANIES' INSTALLATION. THE TRENCHING CONTRACTOR TO PLACE CONNECTING CONDUIT WITHIN 5' OF BUILDING EXTERIOR WALL.
- CONTRACTOR SHALL MAKE HIMSELF FAMILIAR WITH THE PROJECT IMPROVEMENT PLANS AND CONDUCT HIS WORK ACCORDINGLY.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT IN PLACE ALL EXISTING FACILITIES. NO EXTRA PAYMENT WILL BE CONSIDERED FOR CROSSING OTHER SYSTEMS.
- RADIUS DESIGN ASSUMES NO RESPONSIBILITY FOR THE PROJECT CONDITIONS. THESE DRAWINGS WERE PREPARED USING DATA SUPPLIED BY PG&E, TELEPHONE, C.A.T.V. IMPROVEMENT PLANS AND THE CITY'S VARIOUS "AS-BUILT" INFORMATION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PHYSICALLY LOCATE THE PROJECT LOCATION PRIOR TO SUBMITTING HIS B.O.C. CONTRACTOR WILL COMPLY WITH ALL LAWS, ORDINANCES AND REGULATIONS. CONTRACTOR SHALL BE FAMILIAR WITH O.S.H.A., INDUSTRIAL SAFETY ORDERS AND SHALL CONTACT HIS WORK ACCORDINGLY. WHEN WORKING NEAR ENERGIZED OR "HOT" EQUIPMENT, THE UTILITY OWNER SHALL BE NOTIFIED TO SUPPLY THE APPROPRIATE MAINTENANCE, PUBLIC SAFETY AND TRAFFIC CONTROL MEASURES ARE THE CONTRACTOR'S RESPONSIBILITY.
- THE CONTRACTOR SHALL PROTECT CONSTRUCTION STAKING. HE SHALL COORDINATE STAKING WITH THE PROJECT'S CIVIL ENGINEER.
- CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA) TWO WORKING DAYS PRIOR TO START OF WORK.
- CONTRACTOR SHALL NOTIFY INSPECTORS OF ANY POTENTIAL CONFLICTS PRIOR TO START OF WORK.
- THIS PLAN IS TO BE USED FOR SOLE PURPOSE OF DIGGING THE JOINT TRENCH. SEE PG&E AT&T, AND COMCAST PLANS FOR EXACT SIZE AND NUMBER OF CONDUITS INSTALLED IN THE JOINT TRENCH. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THE CORRECT NUMBER, SIZE AND TYPES OF CONDUITS ARE INSTALLED PER THE ENGINEERED PLANS FOR EACH UTILITY COMPANY.
- NOTE: PLANS ISSUED AT THE PRE-CONSTRUCTION MEETING MAY BE SUBJECT TO REVISIONS. IF FINAL PLANS FROM EACH UTILITY COMPANY WERE NOT AVAILABLE AT THE START OF CONSTRUCTION.
- WATER, SEWER, DRAINS, SANITARY WASTE, FUELS (INCLUDING DIESEL AND GASOLINE), OIL, PROPANE AND OTHER VOLATILE HEAVIER THAN AIR GASES, SPRINKLER, IRRIGATION, STEAM AND OTHER "WET" FACILITIES SHALL MAINTAIN A MINIMUM OF 18" SEPARATION FROM THE NEAREST OUTER SURFACE OF PG&E FACILITIES WITH NO LESS THAN ONE FOOT OF EARTH (SOIL BARRIER) BETWEEN THE ADJACENT SIDES OF THE INDIVIDUAL TRENCHES.
- IN THE EXTRAORDINARY CASE THAT THE MINIMUM THREE FOOT HORIZONTAL SEPARATION CANNOT BE ATTAINED BETWEEN "WET" UTILITIES AND COMPANY DRY FACILITIES, A VARIANCE MAY APPROVED BY THE LOCAL INSPECTION DEPARTMENT AND SUBMITTED TO SERVICE PLANNING SUPPORT PROGRAM MANAGER FOR APPROVAL.
- ALL METER PANELS, INDIVIDUAL, RESIDENTIAL OR NONRESIDENTIAL APPLICANTS WITH A METER PANEL RATING OF ANY SIZE, INSTALLED INSIDE A METER ROOM OR OTHER STRUCTURE, MUST FOLLOW ALL OF THE REQUIREMENTS DESCRIBED BELOW:
 A. INSTALL OWN AND MAINTAIN A SEPARATE, NOMINAL 2-INCH DIAMETER CONDUIT WITH PULL TAPE INSIDE. THE CONDUIT AND PULL TAPE MUST EXTEND FROM THE OUTSIDE SURFACE OF THE BUILDING AND TERMINATE OUTSIDE THE METER PANEL OR OTHER STRUCTURE.
 B. ENSURE THE 2-INCH DIAMETER CONDUIT AND PULL TAPE EXIT THE OUTSIDE OF THE BUILDING A MINIMUM OF 8 FEET AND A MINIMUM OF 10 FEET ABOVE GROUND. THE OPEN END OF THE CONDUIT THAT IS EXPOSED TO THE OUTSIDE MUST HAVE A REMOVABLE TEMPORARY CAP OR LIDS.
 C. DO NOT USE THE CONDUIT. THE CONDUIT IS FOR PROJECTS NECESSARY EQUIPMENT ONLY.
 THIS JOINT TRENCH PLAN WAS PREPARED BASED ON INFORMATIONAL SURVEY AS PROVIDED BY A CIVIL ENGINEER. THE CONTRACTOR IS CAUTIONED THAT EXPLORATORY WORK IS NECESSARY TO DETERMINE THE ACTUAL LOCATION OF ANY EXISTING UTILITY. RADIUS DESIGN STRONGLY RECOMMENDS THAT ALL UTILITIES BE PHYSICALLY LOCATED ON THE SITE BEFORE THE ONSET OF SITE WORK. SUBSTRUCTURE LOCATIONS MAY REQUIRE FIELD ADJUSTMENT TO COMPLY FOR ACTUAL EXISTING UTILITY LOCATIONS.

SUBSTRUCTURE VERIFICATION STAMP

DEVELOPER
 PLEASE NOTE AND SIGN

ALL POLE ENCLOSURES AND BOXES HAVE BEEN SET TO BE LOCATED ACCORDING TO GRADE STAKES PROVIDED BY DEVELOPERS ENGINEER. ALL COSTS TO RELocate OR RE-ADJUST BOXES AT A LATER DATE WILL BE BELONG TO THE DEVELOPER. PLEASE HAVE YOUR SIGN VERIFY THE CORRECT GRADE OF ALL ENCLOSURES.
 SIGN AND DATE DRAWING: _____
 THANK YOU!

SIGNED _____
 DATE _____

UTILITY APPROVALS

UTILITY	APPROVED BY	DATE
PG&E ELECTRIC		
PG&E GAS		
AT&T (PHONE)		
COMCAST (CATV)		
CITY ENGINEER		

FOR RADIUS USE ONLY
 DA REVIEW

REVISION	INITIALS	REVIEW DATE
01		06-22-2021

DEVELOPER:
THE SOBRATO ORGANIZATION
599 CASTRO ST, SUITE 400
MOUNTAIN VIEW, CA 94041
PETER TSAI
T: 650-695-1067
E: PTAIS@SOBRATO.COM

SHEET INDEX

- JTR-1 JOINT TRENCH TITLE SHEET (R20)
- JTR-2 JOINT TRENCH
- JTR-3,4,5 JOINT TRENCH COMPOSITE (R20)
- JTR-6 JOINT TRENCH SECTIONS (R20)



123 Independence
 Menlo Park, CA

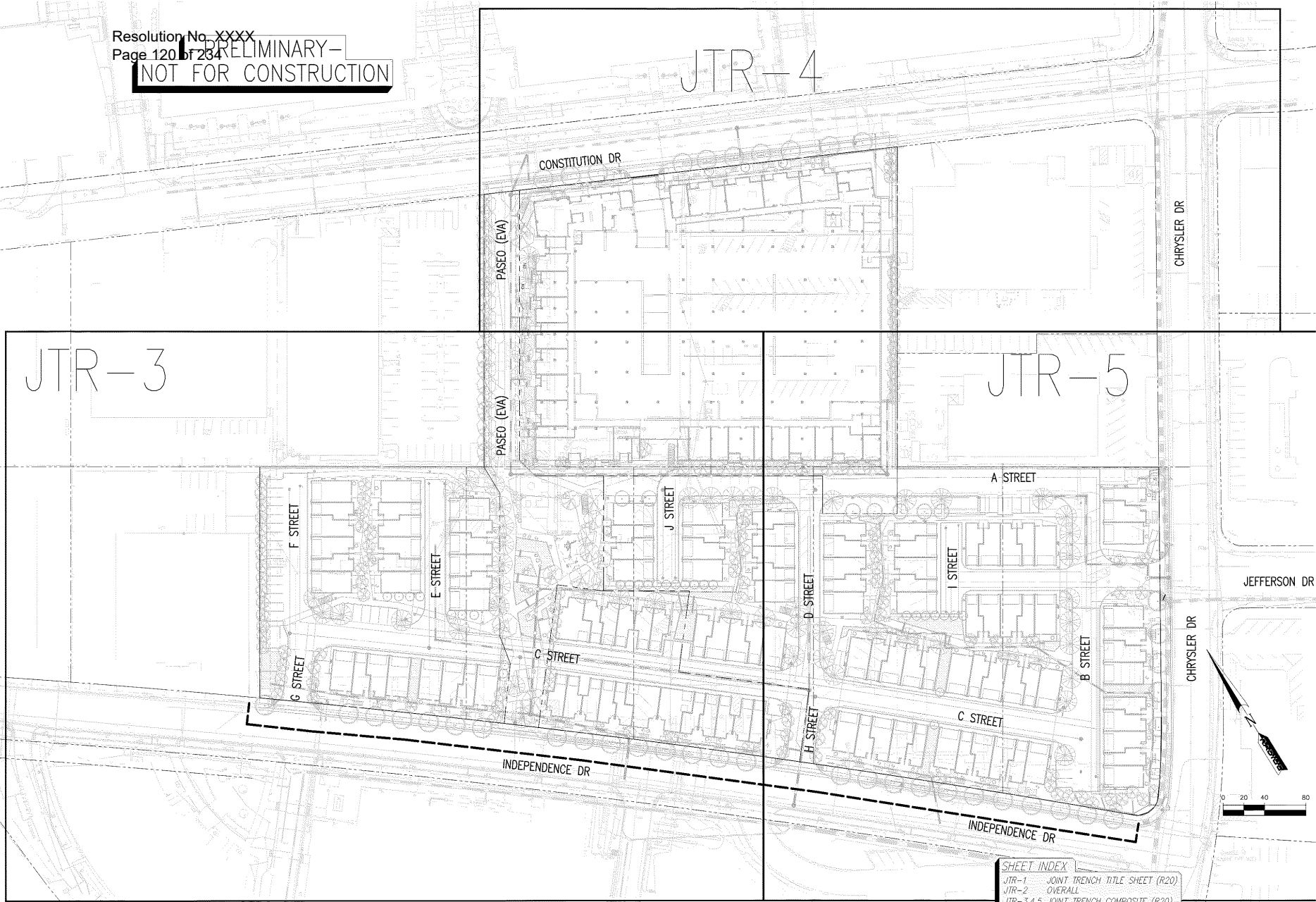
The Sobrato Organization
 599 Castro Street, Suite 400
 Mountain View, CA

Sheet Title:
JOINT TRENCH TITLE SHEET (R20)

Job No: 20004
 Date: 06/13/2023
 Scale: AS SHOWN
 Drawn By: ME

Sheet No:
JTR-1

**PRELIMINARY -
NOT FOR CONSTRUCTION**



SHEET INDEX	
JTR-1	JOINT TRENCH TITLE SHEET (R20)
JTR-2	OVERALL
JTR-3,4,5	JOINT TRENCH COMPOSITE (R20)
JTR-6	JOINT TRENCH SECTIONS (R20)

123 Independence
 Menlo Park, CA

The Sobrato Organization
 699 Castro Street, Suite 400
 Mountain View, CA

Sheet Title:
OVERALL (R20)

Job No. 20004
 Date: 06/13/2023
 Scale: AS SHOWN
 Drawn By: ME

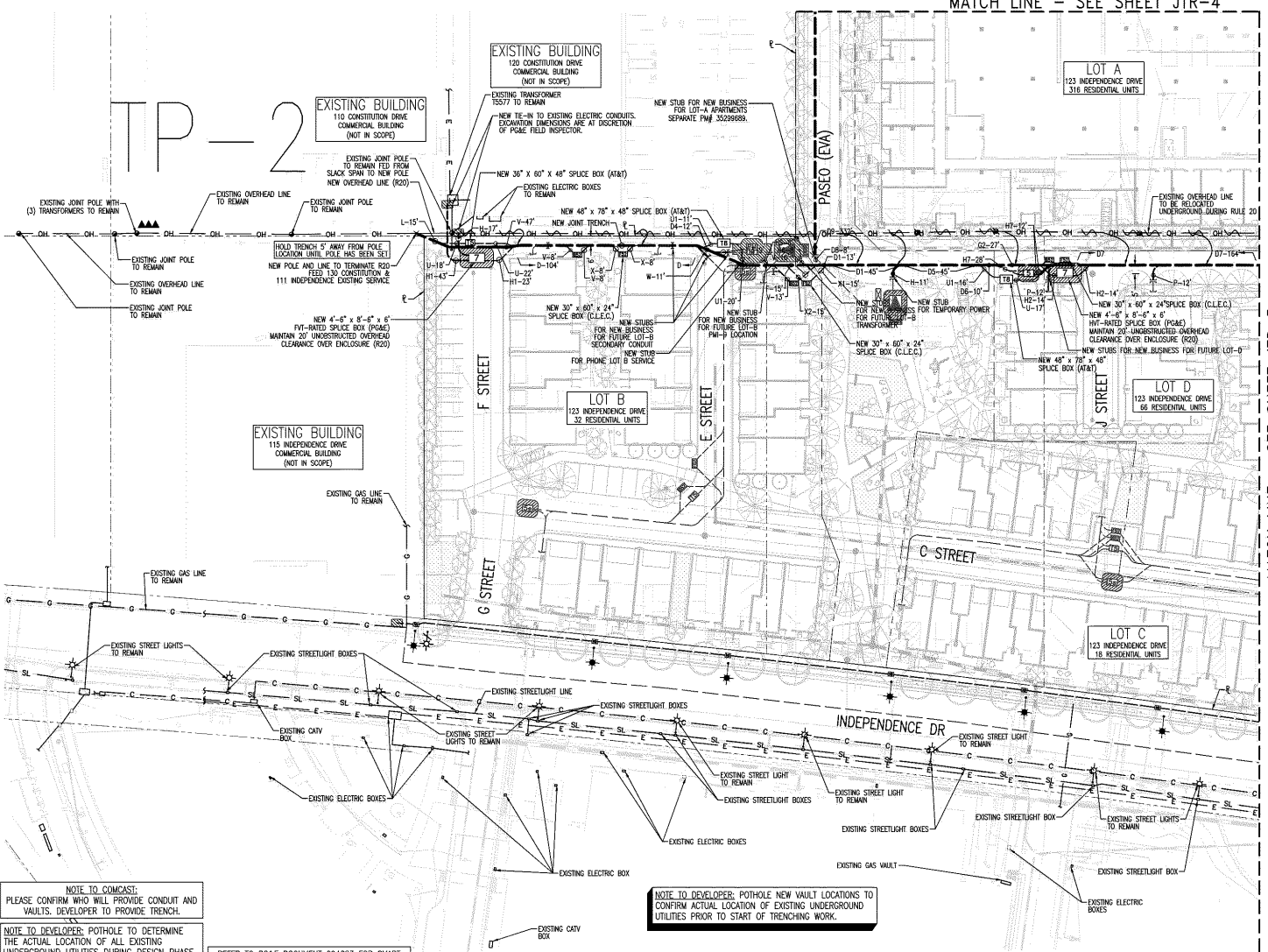
Sheet No:
JTR-2

UTILITIES
PLEASE CONFIRM Resolution No. xxxx -PRELIMINARY-
TIE IN LOCATIONS NOT FOR CONSTRUCTION
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THIS IS NOT A BID DOCUMENT
 THIS DRAWING HAS NOT YET BEEN REVIEWED BY
 UTILITY COMPANIES AND IS SUBJECT TO CHANGE.

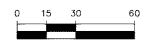
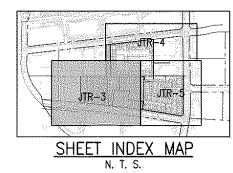
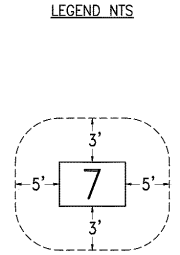
NOTE TO CONTRACTOR:
 FOR CONTRACTOR'S WORK RESPONSIBILITY,
 REFER TO JOINT TRENCH TITLE SHEET (JTR-1)

RADIUS DESIGN, INC.
 UTILITY DESIGN CONSULTANTS & ENGINEERS
 1460 MARINA LANE, SUITE 100, OAKLAND, CA 94612
 (925) 762-2422



LEGEND:

NEW	DESCRIPTION
(Symbol)	JOINT TRENCH
(Symbol)	4'-6" x 8'-6" x 6" SPLICE BOX (PG&E) WORKING SPACE SHOWN. MAINTAIN 20' UNSTRUCTURED OVERHEAD CLEARANCE OVER ENCLOSURE.
(Symbol)	74" x 78" PM-9 BOX PAD (PG&E) WITH BARBER POSTS. WORKING SPACE SHOWN. MAINTAIN 30' UNSTRUCTURED OVERHEAD CLEARANCE OVER PAD.
(Symbol)	72" x 78" JUNCTION PAD (PG&E) WITH BARBER POSTS. WORKING SPACE SHOWN. MAINTAIN 30' UNSTRUCTURED OVERHEAD CLEARANCE OVER PAD.
(Symbol)	3' x 5' x 3'-6" SPLICE BOX (PG&E) WORKING SPACE SHOWN. MAINTAIN 20' UNSTRUCTURED OVERHEAD CLEARANCE OVER ENCLOSURE (SEE P.M. 35299889).
(Symbol)	OVERHEAD LINE
(Symbol)	POLE
(Symbol)	48" x 98" x 48" SPLICE BOX (AT&T)
(Symbol)	4'-6" x 8'-6" x 6'-6" MANHOLE (AT&T)
(Symbol)	6'-6" x 6" x 4" S&A PAD (AT&T)
(Symbol)	72" x 78" x 6" P.P. FIBER PAD (AT&T)
(Symbol)	30" x 60" x 24" B-62 (G&N)
(Symbol)	30" x 60" x 24" SPLICE BOX (C.L.E.C.)
(Symbol)	STREET LIGHT
(Symbol)	SPLICE BOX 3-1/2 PULL BOX 10" x 17" x 12" N9
EXISTING	DESCRIPTION
(Symbol)	OVERHEAD LINE
(Symbol)	ELECTRIC LINE
(Symbol)	GAS LINE
(Symbol)	PHONE LINE
(Symbol)	CAFV LINE



SHEET INDEX
 JTR-1 JOINT TRENCH TITLE SHEET (R20)
 JTR-2 OVERALL
 JTR-3,4,5 JOINT TRENCH COMPOSITE (R20)
 JTR-6 JOINT TRENCH SECTIONS (R20)



NOTE TO COMCAST:
 PLEASE CONFIRM WHO WILL PROVIDE CONDUIT AND VAULTS. DEVELOPER TO PROVIDE TRENCH.

NOTE TO DEVELOPER: POTHOLE TO DETERMINE THE ACTUAL LOCATION OF ALL EXISTING UNDERGROUND UTILITIES DURING DESIGN PHASE. POTHOLE SUBSTRUCTURE LOCATIONS TO CONFIRM THE ACTUAL LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO THE START OF TRENCHING WORK.

SUBSTRUCTURE LOCATIONS MUST BE STAKED BY A LICENSED SURVEYOR PRIOR TO CONSTRUCTION. SEE CONSTRUCTION NOTES ON JOINT TRENCH TITLE SHEET (JT-1) REGARDING EXISTING CONDITIONS.

REFER TO PG&E DOCUMENT 094683 FOR SMART METER ANTENNA CONSTRUCTION REQUIREMENTS.

NOTE FOR UNDERGROUND ELECTRIC INSTALLATION:
 USE OF PVC DB-120 IS NO LONGER APPROVED BY PG&E FOR ANY CONDUIT SIZES, BENDS, AND FITTINGS. RIGID PVC SCHEDULE 40 MUST BE USED IN PLACE OF PVC DB-120 CONDUIT. FOR ALL APPROVED CONDUITS, BENDS, AND FITTINGS, SEE PG&E DOCUMENT 062288.

NOTE TO DEVELOPER: POTHOLE NEW VAULT LOCATIONS TO CONFIRM ACTUAL LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO START OF TRENCHING WORK.

123 Independence
 Menlo Park, CA

The Sobrato Organization
 599 Castro Street, Suite 400
 Mountain View, CA

Sheet Title:
JOINT TRENCH COMPOSITE (R20)

Job No. 20004
 Date: 06/13/2023
 Scale: AS SHOWN
 Drawn By: ME

Sheet No:
JTR-3

UTILITIES
PLEASE CONFIRM Resolution No. xxxxx -PRELIMINARY-
TIE IN LOCATIONS Page 123 of 231 **NOT FOR CONSTRUCTION**

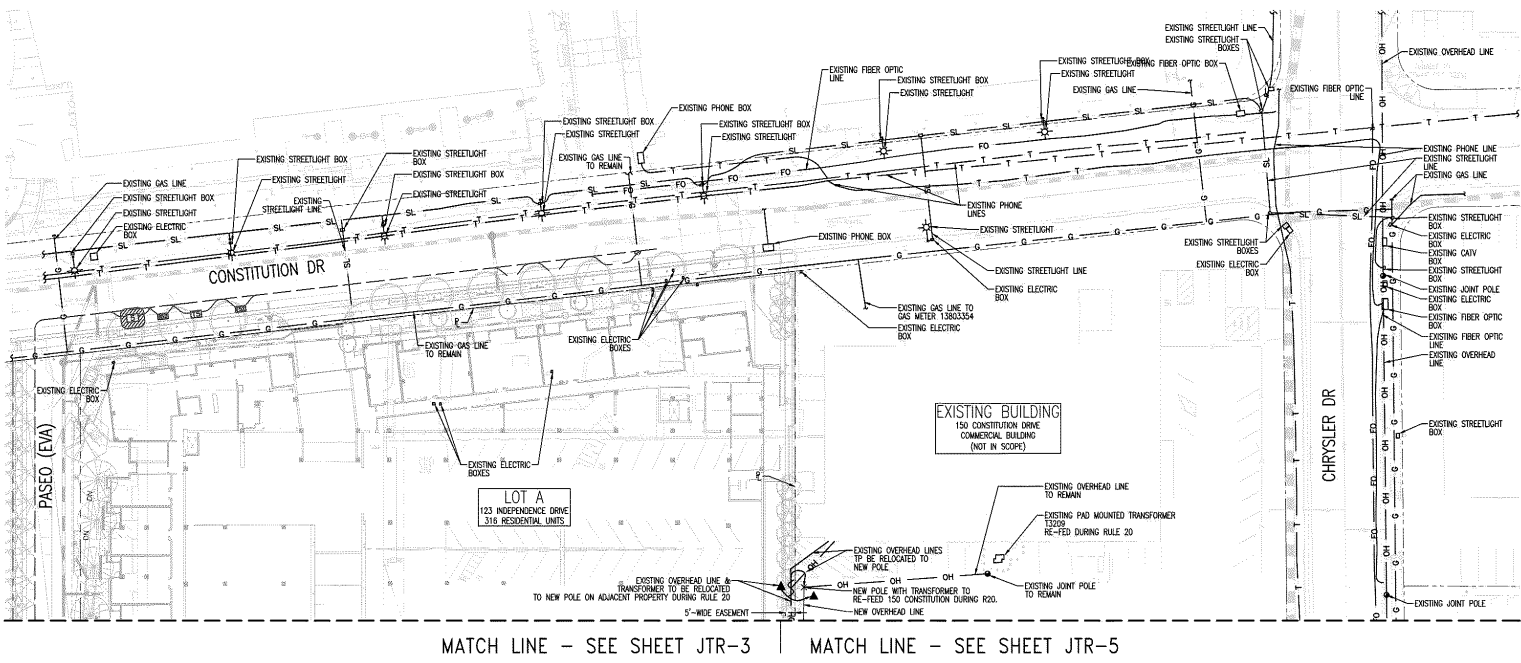
THIS IS NOT A BID DOCUMENT
 THIS DRAWING HAS NOT YET BEEN REVIEWED BY
 UTILITY COMPANIES AND IS SUBJECT TO CHANGE.

NOTE TO CONTRACTOR:
 FOR CONTRACTOR'S WORK RESPONSIBILITY,
 REFER TO JOINT TRENCH TITLE SHEET (JTR-1)

LEGEND:

NEW	DESCRIPTION
	4'-6" x 8'-6" x 6" SPURCE BOX (PG&E) WORKING SPACE SHOWN MAINTAIN 20' UNSTRUCTURED OVERHEAD CLEARANCE OVER ENCLOSURE
	74" x 78" PM-S BOX PAD (PG&E) WITH BARRIER POSTS. WORKING SPACE SHOWN. MAINTAIN 30' UNSTRUCTURED OVERHEAD CLEARANCE OVER PAD.
	72" x 36" JUNCTION PAD (PG&E) WITH BARRIER POSTS. WORKING SPACE SHOWN. MAINTAIN 30' UNSTRUCTURED OVERHEAD CLEARANCE OVER PAD.
	3' x 5' x 3'-6" SPURCE BOX (PG&E) WORKING SPACE SHOWN MAINTAIN 20' UNSTRUCTURED OVERHEAD CLEARANCE OVER ENCLOSURE (SEE P.M. 3529688) OVERHEAD LINE
(N)OH	OVERHEAD LINE
X	POLE
CB1	48" x 98" x 48" SPURCE BOX (AT&T)
CB2	4'-6" x 8'-6" x 6'-6" MANHOLE (AT&T)
CB3	6'-6" x 6" x 4" S&A1 PAD (AT&T)
CB4	72" x 78" x 8" P.F.P. FIBER PAD (AT&T)
CB5	30" x 60" x 24" B-62 (G&W)
CB6	30" x 60" x 24" SPURCE BOX (C.I.E.C.)
SL	STREET LIGHT
BB	SPURCE BOX 3-1/2" PULL BOX 10" x 17" x 12" N9

EXISTING	DESCRIPTION
OH	OVERHEAD LINE
E	ELECTRIC LINE
G	GAS LINE
T	PHONE LINE
C	CATV LINE



LEGEND NTS

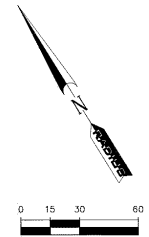
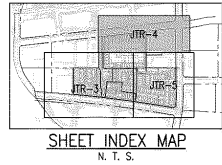
NOTE TO CONTRACTOR:
 PLEASE CONFIRM WHO WILL PROVIDE CONDUIT AND VAULTS. DEVELOPER TO PROVIDE TRENCH.

NOTE TO DEVELOPER: POTHOLE TO DETERMINE THE ACTUAL LOCATION OF ALL EXISTING UNDERGROUND UTILITIES DURING DESIGN PHASE. POTHOLE SUBSTRUCTURE LOCATIONS TO CONFIRM THE ACTUAL LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO THE START OF TRENCHING WORK.

SUBSTRUCTURE LOCATIONS MUST BE STAKED BY A LICENSED SURVEYOR PRIOR TO CONSTRUCTION. SEE CONSTRUCTION NOTES ON JOINT TRENCH TITLE SHEET (JT-1) REGARDING EXISTING CONDITIONS.

REFER TO PG&E DOCUMENT 094683 FOR SMART METER ANTENNA CONSTRUCTION REQUIREMENTS.

NOTE FOR UNDERGROUND ELECTRIC INSTALLATION:
 USE OF PVC DB-120 IS NO LONGER APPROVED BY PG&E FOR ANY CONDUIT SIZES, BENDS, AND FITTINGS. RIGID PVC SCHEDULE 40 MUST BE USED IN PLACE OF PVC DB-120 CONDUIT. FOR ALL APPROVED CONDUITS, BENDS, AND FITTINGS, SEE PG&E DOCUMENT 062288.



SHEET INDEX
 JTR-1 JOINT TRENCH TITLE SHEET (R20)
 JTR-2 OVERALL
 JTR-3,4,5 JOINT TRENCH COMPOSITE (R20)
 JTR-6 JOINT TRENCH SECTIONS (R20)



RADIUS DESIGN, INC.
 UTILITY DESIGN CONSULTANTS & ENGINEERS
 1460 MARINA LANE, SUITE 100, OAKLAND, CA 94612
 (925) 762-8425

123 Independence
 Menlo Park, CA

The Sobrato Organization
 599 Castro Street, Suite 400
 Mountain View, CA

Sheet Title:
JOINT TRENCH COMPOSITE (R20)

Job No. 20004
 Date: 06/13/2023
 Scale: AS SHOWN
 Drawn By: ME

Sheet No:
JTR-4

UTILITIES

PLEASE CONFIRM
TIE IN LOCATIONS

Requirement No. xxxx
Page 128 of 231

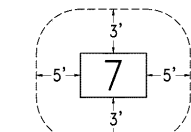
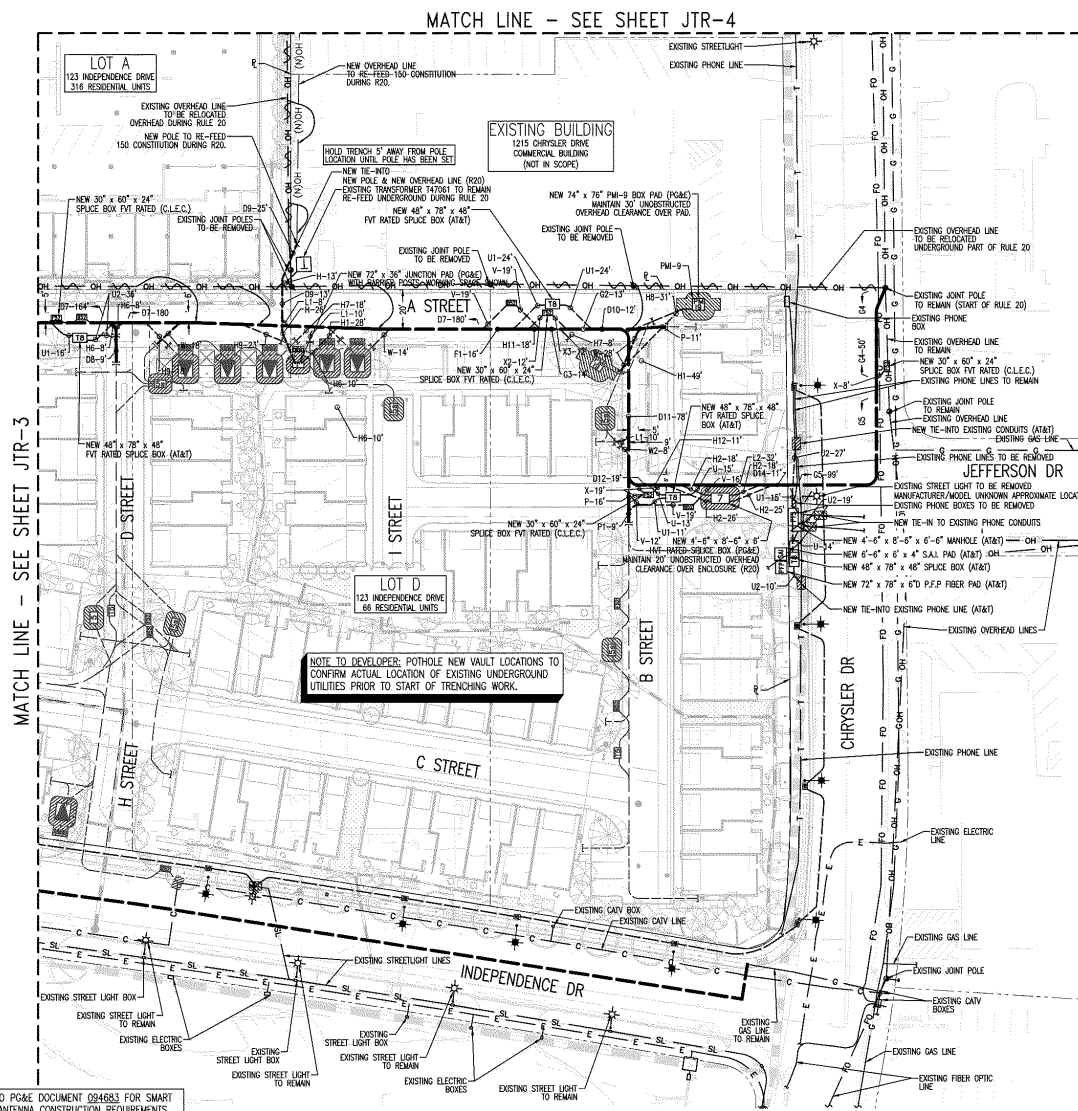
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NOT FOR CONSTRUCTION**

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THIS DRAWING HAS NOT YET BEEN REVIEWED BY
UTILITY COMPANIES AND IS SUBJECT TO CHANGE.**

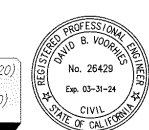
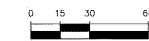
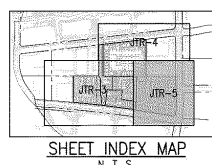
**NOTE TO CONTRACTOR:
FOR CONTRACTOR'S WORK RESPONSIBILITY,
REFER TO JOINT TRENCH TITLE SHEET (JTR-1)**

LEGEND:

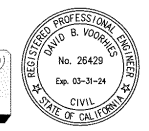
NEW	DESCRIPTION
JT	JOINT TRENCH
⊠	4'-6" x 8'-6" x 6" SPUCE BOX (PG&E) WORKING SPACE SHOWN MAINTAIN 20' UNSTRUCTURED OVERHEAD CLEARANCE OVER ENCLOSURE
⊠	74" x 78" PM-9 BOX PAD (PG&E) WITH BARRIER POSTS. WORKING SPACE SHOWN. MAINTAIN 30' UNSTRUCTURED OVERHEAD CLEARANCE OVER PAD.
⊠	72" x 36" JUNCTION PAD (PG&E) WITH BARRIER POSTS. WORKING SPACE SHOWN. MAINTAIN 30' UNSTRUCTURED OVERHEAD CLEARANCE OVER PAD.
⊠	3' x 5' x 3'-6" SPUCE BOX (PG&E) WORKING SPACE SHOWN MAINTAIN 20' UNSTRUCTURED OVERHEAD CLEARANCE OVER ENCLOSURE (SEE PM 3529888)
(NO)OH	OVERHEAD LINE
X	POLE
⊠	48" x 98" x 48" SPUCE BOX (AT&T)
⊠	4'-6" x 8'-6" x 6"-6" MANHOLE (AT&T)
⊠	6'-6" x 6" x 4" S&A PAD (AT&T)
⊠	72" x 78" x 6" P.F.P. FIBER PAD (AT&T)
⊠	30" x 60" x 24" B-62 (GUY)
⊠	30" x 60" x 24" SPUCE BOX (C.L.E.C.)
⊠	STREET LIGHT
⊠	SPUCE BOX 3-1/2" PULL BOX 10" x 17" x 12" N9
EXISTING	DESCRIPTION
OH	OVERHEAD LINE
E	ELECTRIC LINE
G	GAS LINE
T	PHONE LINE
C	C&V LINE



WORK SPACE & EASEMENT REQUIREMENTS
FOR 27' VAULTS
MAINTAIN A CLEAR AND LEVEL WORK SPACE AS
SHOWN (N.T.S.), PER PG&E DOCUMENT 051122.



SHEET INDEX
JTR-1 JOINT TRENCH TITLE SHEET (R20)
JTR-2 OVERALL
JTR-3,4,5 JOINT TRENCH COMPOSITE (R20)
JTR-6 JOINT TRENCH SECTIONS (R20)



NOTE TO COMCAST:
PLEASE CONFIRM WHO WILL PROVIDE CONDUIT AND VAULTS. DEVELOPER TO PROVIDE TRENCH.

NOTE TO DEVELOPER: POT HOLE TO DETERMINE THE ACTUAL LOCATION OF ALL EXISTING UNDERGROUND UTILITIES DURING DESIGN PHASE. POT HOLE SUBSTRUCTURE LOCATIONS TO CONFIRM THE ACTUAL LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO THE START OF TRENCHING WORK.

SUBSTRUCTURE LOCATIONS MUST BE STAKED BY A LICENSED SURVEYOR PRIOR TO CONSTRUCTION. SEE CONSTRUCTION NOTES ON JOINT TRENCH TITLE SHEET (JT-1) REGARDING EXISTING CONDITIONS.

REFER TO PG&E DOCUMENT 094683 FOR SMART METER ANTENNA CONSTRUCTION REQUIREMENTS.

NOTE FOR UNDERGROUND ELECTRIC INSTALLATION:
USE OF PVC DB-120 IS NO LONGER APPROVED BY PG&E FOR ANY CONDUIT SIZES, BENDS, AND FITTINGS. RIGID PVC SCHEDULE 40 MUST BE USED IN PLACE OF PVC DB-120 CONDUIT. FOR ALL APPROVED CONDUITS, BENDS, AND FITTINGS, SEE PG&E DOCUMENT 062288.

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Menlo Park, CA

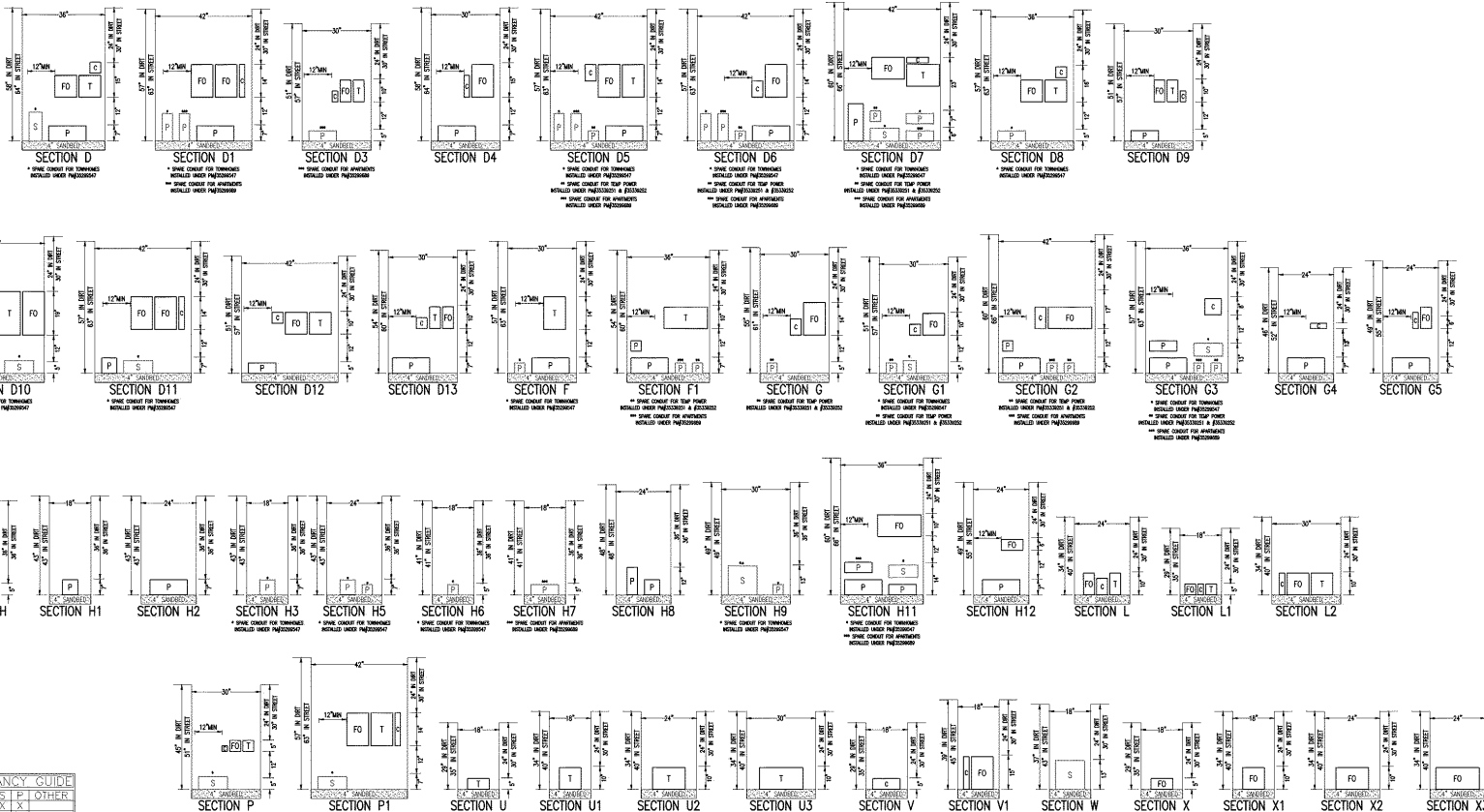
The Sobrato Organization
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Mountain View, CA

Sheet Title:
**JOINT TRENCH
COMPOSITE (R20)**

Job No. 20004
Date: 06/13/2023
Scale: AS SHOWN
Drawn By: ME

Sheet No:
JTR-5





TRENCH OCCUPANCY GUIDE

SECTION	G	T	C	S	P	OTHER
E+1	X	X	X	X	X	X
E	X	X	X	X	X	X
C+	X	X	X	X	X	X
C	X	X	X	X	X	X
F+	X	X	X	X	X	X
F	X	X	X	X	X	X
T+	X	X	X	X	X	X
T	X	X	X	X	X	X
S+	X	X	X	X	X	X
S	X	X	X	X	X	X
P+	X	X	X	X	X	X
P	X	X	X	X	X	X
R+	X	X	X	X	X	X
R	X	X	X	X	X	X
L+	X	X	X	X	X	X
L	X	X	X	X	X	X
W	X	X	X	X	X	X
X+	X	X	X	X	X	X
X	X	X	X	X	X	X

* THESE SECTIONS MAY OR MAY NOT CONTAIN SECONDARY CONDUIT
* THESE SECTIONS MAY OR MAY NOT CONTAIN C.L.E.C. FIBER CONDUIT

CONTRACTOR NOTES:

- THE SYMBOLS [P] [S] [T] [C] [F] [G] INDICATE OCCUPANCY ONLY. SEE ELECTRIC, CATV, TELEPHONE, AND FIBER OPTIC PLANS FOR EXACT SIZE AND NUMBER OF CONDUITS.
- THIS PLAN IS TO BE USED AS A GUIDE FOR TRENCH WIDTH AND DEPTH AND NOT CONDUIT INSTALLATION.
- CONTRACTOR TO PROVIDE SEPARATION FROM TRENCH WALL AND OTHER FACILITIES SUFFICIENT TO ENSURE PROPER COMPACTION.
- CONTRACTOR TO INCLUDE INCIDENTAL TRENCHING IN SPICE BOX, VAULT, OR TRANSFORMER EXCAVATION IN AREAS WHERE NO ENTRANCE OR EXIT OF TRENCH IS SHOWN.
- UTILITY COMPANIES RESERVE THE RIGHT TO MAKE FIELD ADJUSTMENTS AS NECESSARY.

SOILS NOTES:

- RADIUS IS NOT RESPONSIBLE FOR ANY SOILS ENGINEERING TO DETERMINE THE ABILITY TO CONSTRUCT OR THE PROJECT CONDITIONS.
- RADIUS ASSUMES NO RESPONSIBILITY FOR ADDITIONAL WORK DUE TO ADVERSE JOB SITE CONDITIONS.
- PG&E WILL REQUIRE SOILS ANALYSIS FOR SUBSURFACE TRANSFORMER (IF APPLICABLE).

MINIMUM SEPARATION AND CLEARANCE REQUIREMENTS FOR JOINT TRENCHES

	G	DUCT	DP	C	S	P	FO	MIN. COVER
G-GAS	12"	12"	12"	12"	12"	12"	12"	24"
T-TELEPHONE (TRENCH)	12"	12"	12"	12"	12"	12"	12"	24"
T-TELEPHONE (DIRECT BURY)	12"	12"	12"	12"	12"	12"	12"	24"
C-CATV	12"	12"	12"	12"	12"	12"	12"	24"
S-SECONDARY SECONDARY	12"	12"	12"	12"	12"	12"	12"	24"
P-ELECTRIC PRIMARY	12"	12"	12"	12"	12"	12"	12"	24"
FO-FIBER OPTIC	12"	12"	12"	12"	12"	12"	12"	24"

ABBREVIATIONS:

- [P] PRIMARY (PG&E)
- [S] SECONDARY (PG&E)
- [C] CATV (COMCAST)
- [T] PHONE (AT&T)
- [FO] FIBER OPTIC (C.L.E.C.)

SHEET INDEX

JTR-1	JOINT TRENCH TITLE SHEET (R20)
JTR-2	OVERALL
JTR-3,4,5	JOINT TRENCH COMPOSITE (R20)
JTR-6	JOINT TRENCH SECTIONS (R20)



123 Independence
Menlo Park, CA

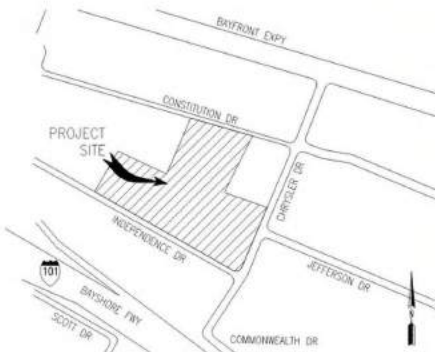
The Sobrato Organization
599 Castro Street, Suite 400
Mountain View, CA

Sheet Title:
JOINT TRENCH SECTIONS (R20)

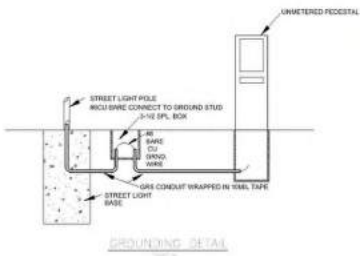
Job No. 20004
Date: 06/13/2023
Scale: AS SHOWN
Drawn By: ME

Sheet No:
JTR-6





VICINITY MAP
N. T. S.



GROUNDING DETAIL



THESE PLANS WERE PREPARED IN CONJUNCTION WITH THE FOLLOWING PLANS:

	DATE RECEIVED	DATE APPROVED
CIVIL IMPROVEMENT PLANS/GRADING PLANS	03-22-2022	PRELIM.
LANDSCAPE ARCHITECTURAL PLANS	03-18-2022	PRELIM.
SERVICE POINTS	PRELIM.	PRELIM.
STREET LIGHT LOCATIONS BY: RADIUS DESIGN	08-25-2022	PRELIM.

RADIUS Design is not responsible for any subsequent changes or revisions.

ML730 MILLENNIA SERIES LED

StenbergLighting

LED

100W, 150W, 200W, 250W, 300W, 350W, 400W, 450W, 500W, 550W, 600W, 650W, 700W, 750W, 800W, 850W, 900W, 950W, 1000W

Performance (Based on CA Laws)

Power (W)	Beam Spread	Beam Angle	Beam Diameter (ft)	Beam Diameter (m)	Beam Length (ft)	Beam Length (m)	Beam Area (sq ft)	Beam Area (sq m)	Beam Volume (cu ft)	Beam Volume (cu m)
100	10	10	1.0	0.3	1.0	0.3	0.8	0.2	0.8	0.2
150	15	15	1.5	0.5	1.5	0.5	1.8	0.5	1.8	0.5
200	20	20	2.0	0.7	2.0	0.7	2.8	0.8	2.8	0.8
250	25	25	2.5	0.8	2.5	0.8	3.8	1.1	3.8	1.1
300	30	30	3.0	1.0	3.0	1.0	4.8	1.4	4.8	1.4
350	35	35	3.5	1.1	3.5	1.1	5.8	1.7	5.8	1.7
400	40	40	4.0	1.2	4.0	1.2	6.8	2.0	6.8	2.0
450	45	45	4.5	1.3	4.5	1.3	7.8	2.3	7.8	2.3
500	50	50	5.0	1.5	5.0	1.5	8.8	2.6	8.8	2.6
550	55	55	5.5	1.6	5.5	1.6	9.8	2.9	9.8	2.9
600	60	60	6.0	1.8	6.0	1.8	10.8	3.2	10.8	3.2
650	65	65	6.5	1.9	6.5	1.9	11.8	3.5	11.8	3.5
700	70	70	7.0	2.1	7.0	2.1	12.8	3.8	12.8	3.8
750	75	75	7.5	2.2	7.5	2.2	13.8	4.1	13.8	4.1
800	80	80	8.0	2.4	8.0	2.4	14.8	4.4	14.8	4.4
850	85	85	8.5	2.5	8.5	2.5	15.8	4.7	15.8	4.7
900	90	90	9.0	2.6	9.0	2.6	16.8	5.0	16.8	5.0
950	95	95	9.5	2.7	9.5	2.7	17.8	5.3	17.8	5.3
1000	100	100	10.0	2.8	10.0	2.8	18.8	5.6	18.8	5.6

ML730 MILLENNIA SERIES LED

StenbergLighting

LED

Features:

- Adjustable beam spread
- Adjustable beam angle
- Adjustable beam diameter
- Adjustable beam length
- Adjustable beam area
- Adjustable beam volume

Options:

- Adjustable beam spread
- Adjustable beam angle
- Adjustable beam diameter
- Adjustable beam length
- Adjustable beam area
- Adjustable beam volume

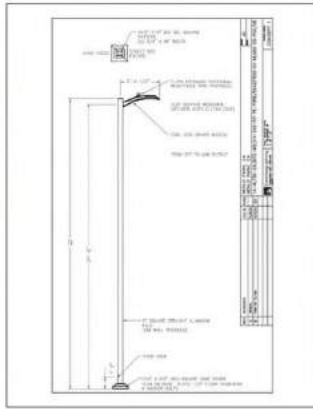
ML730 MILLENNIA SERIES LED

StenbergLighting

LED

Performance (Based on CA Laws)

Power (W)	Beam Spread	Beam Angle	Beam Diameter (ft)	Beam Diameter (m)	Beam Length (ft)	Beam Length (m)	Beam Area (sq ft)	Beam Area (sq m)	Beam Volume (cu ft)	Beam Volume (cu m)
100	10	10	1.0	0.3	1.0	0.3	0.8	0.2	0.8	0.2
150	15	15	1.5	0.5	1.5	0.5	1.8	0.5	1.8	0.5
200	20	20	2.0	0.7	2.0	0.7	2.8	0.8	2.8	0.8
250	25	25	2.5	0.8	2.5	0.8	3.8	1.1	3.8	1.1
300	30	30	3.0	1.0	3.0	1.0	4.8	1.4	4.8	1.4
350	35	35	3.5	1.1	3.5	1.1	5.8	1.7	5.8	1.7
400	40	40	4.0	1.2	4.0	1.2	6.8	2.0	6.8	2.0
450	45	45	4.5	1.3	4.5	1.3	7.8	2.3	7.8	2.3
500	50	50	5.0	1.5	5.0	1.5	8.8	2.6	8.8	2.6
550	55	55	5.5	1.6	5.5	1.6	9.8	2.9	9.8	2.9
600	60	60	6.0	1.8	6.0	1.8	10.8	3.2	10.8	3.2
650	65	65	6.5	1.9	6.5	1.9	11.8	3.5	11.8	3.5
700	70	70	7.0	2.1	7.0	2.1	12.8	3.8	12.8	3.8
750	75	75	7.5	2.2	7.5	2.2	13.8	4.1	13.8	4.1
800	80	80	8.0	2.4	8.0	2.4	14.8	4.4	14.8	4.4
850	85	85	8.5	2.5	8.5	2.5	15.8	4.7	15.8	4.7
900	90	90	9.0	2.6	9.0	2.6	16.8	5.0	16.8	5.0
950	95	95	9.5	2.7	9.5	2.7	17.8	5.3	17.8	5.3
1000	100	100	10.0	2.8	10.0	2.8	18.8	5.6	18.8	5.6



StenbergLighting

LED

Installation Instructions: Product Name (Stenberg ML 730)

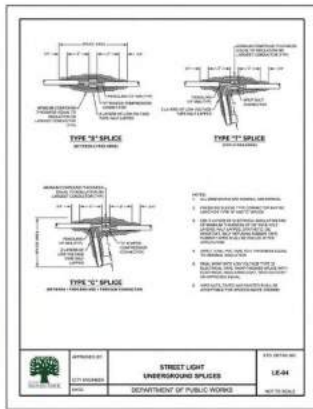
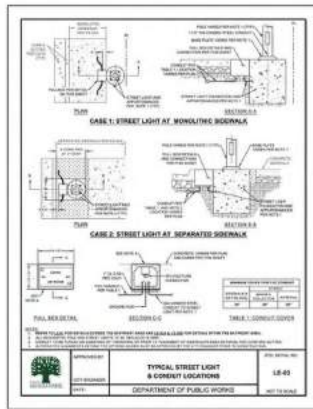
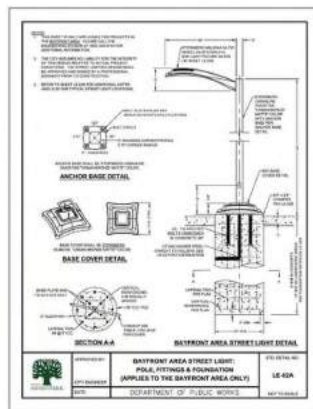
Warnings:

- To avoid fire, shock or death, turn off and lockout power before performing any maintenance.
- CAUTION: The luminaire must be wired in accordance with the National Electric Code (NEC) and all applicable local codes. Proper grounding is required. A qualified electrician must do all work. Disconnect all power at all times.

Installing Dimming Leads:

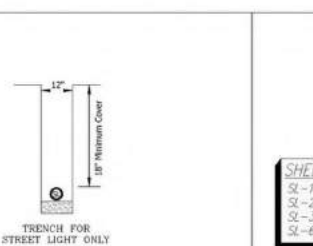
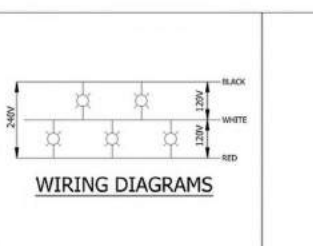
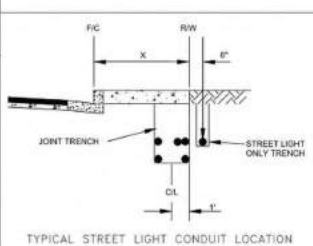
Table 1: DIMMING LEADS

WIRE	WIRE COLOR	DESCRIPTION
1	RED	RED WIRE (DIMMING LEAD)
2	BLACK	BLACK WIRE (DIMMING LEAD)
3	WHITE	WHITE WIRE (DIMMING LEAD)
4	GREEN	GREEN WIRE (DIMMING LEAD)
5	BROWN	BROWN WIRE (DIMMING LEAD)
6	BLUE	BLUE WIRE (DIMMING LEAD)
7	PINK	PINK WIRE (DIMMING LEAD)
8	GRAY	GRAY WIRE (DIMMING LEAD)
9	YELLOW	YELLOW WIRE (DIMMING LEAD)
10	ORANGE	ORANGE WIRE (DIMMING LEAD)
11	PURPLE	PURPLE WIRE (DIMMING LEAD)
12	TEAL	TEAL WIRE (DIMMING LEAD)
13	LAVENDER	LAVENDER WIRE (DIMMING LEAD)
14	MAUVE	MAUVE WIRE (DIMMING LEAD)
15	SLATE	SLATE WIRE (DIMMING LEAD)
16	NAVY	NAVY WIRE (DIMMING LEAD)
17	SLATE	SLATE WIRE (DIMMING LEAD)
18	NAVY	NAVY WIRE (DIMMING LEAD)
19	SLATE	SLATE WIRE (DIMMING LEAD)
20	NAVY	NAVY WIRE (DIMMING LEAD)
21	SLATE	SLATE WIRE (DIMMING LEAD)
22	NAVY	NAVY WIRE (DIMMING LEAD)
23	SLATE	SLATE WIRE (DIMMING LEAD)
24	NAVY	NAVY WIRE (DIMMING LEAD)
25	SLATE	SLATE WIRE (DIMMING LEAD)
26	NAVY	NAVY WIRE (DIMMING LEAD)
27	SLATE	SLATE WIRE (DIMMING LEAD)
28	NAVY	NAVY WIRE (DIMMING LEAD)
29	SLATE	SLATE WIRE (DIMMING LEAD)
30	NAVY	NAVY WIRE (DIMMING LEAD)



NOTE: CITY IS NOW REQUESTING ALL PROJECTS:

- 1.) TO ENSURE NEW STERNBERG LIGHTS HAVE DIMMING DRIVERS (SEE SL-5).
- 2.) UPGRADE EXISTING STERNBERG LIGHTS ACROSS THE PROJECT FRONTAGE WITH A DIMMER KIT TO ADD ROTARY DIMMER OPTION. FOR SPECIFICATIONS AND INSTALLATION/USAGE INSTRUCTION (SEE SL-6).
- 3.) LIGHTING OUTPUT ON BOTH SIDES OF CONSTITUTION DRIVE AND INDEPENDENCE DRIVE TO CHANGE TO 45% OF CAPACITY.

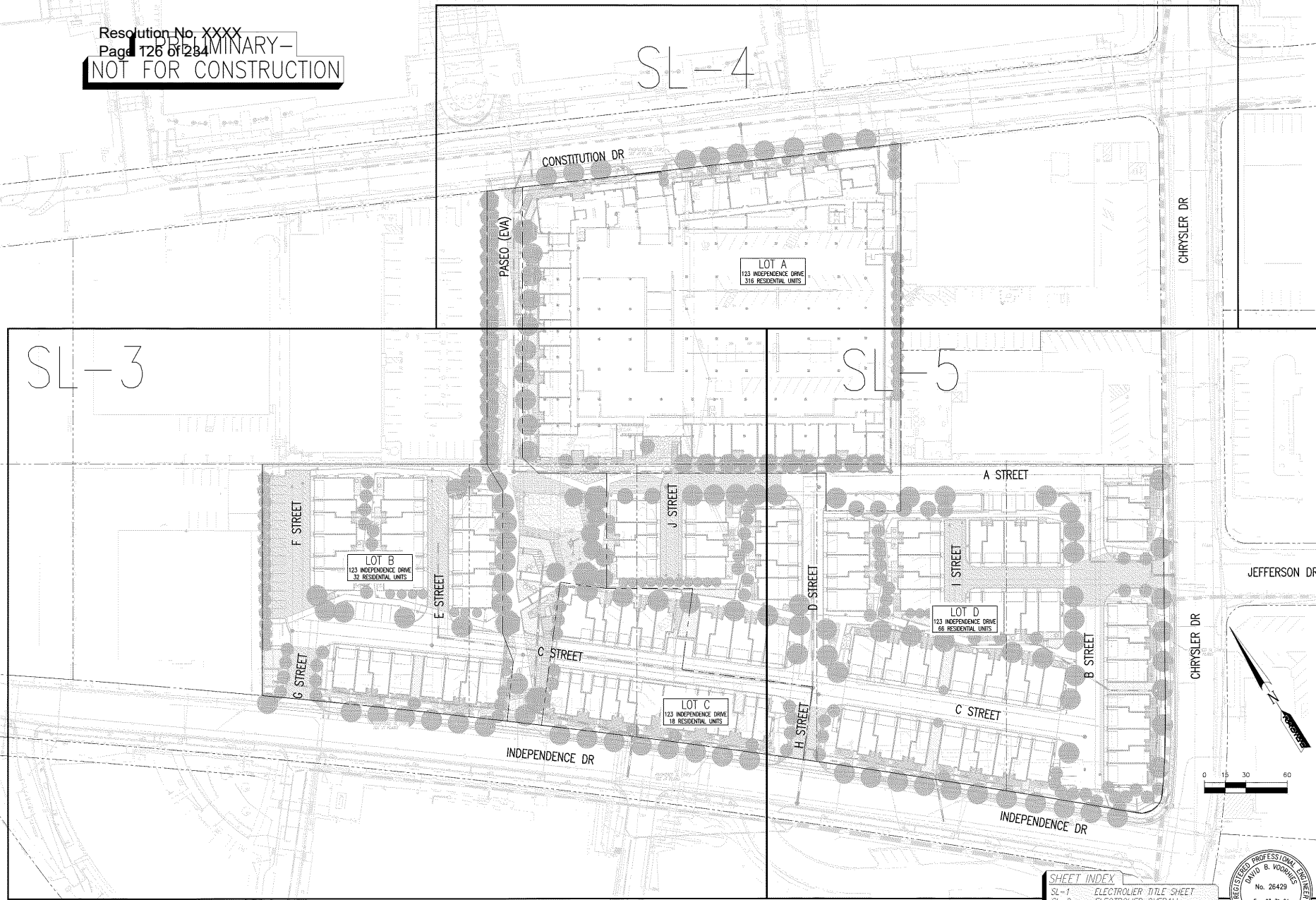


SHEET INDEX

- SL-1 ELECTROLUX TITLE SHEET
- SL-2 ELECTROLUX OVERALL
- SL-3-5 ELECTROLUX PLAN
- SL-6 ELECTROLUX SPECIFICATIONS

REGISTERED PROFESSIONAL ELECTRICAL ENGINEER
DAVID B. HADGON
No. 26429
Exp. 03-31-24
CIVIL
STATE OF CALIFORNIA

PRELIMINARY -
NOT FOR CONSTRUCTION



SHEET INDEX

SL-1	ELECTROLOGER TITLE SHEET
SL-2	ELECTROLOGER OVERALL
SL-3-5	ELECTROLOGER PLAN
SL-6	ELECTROLOGER SPECIFICATIONS

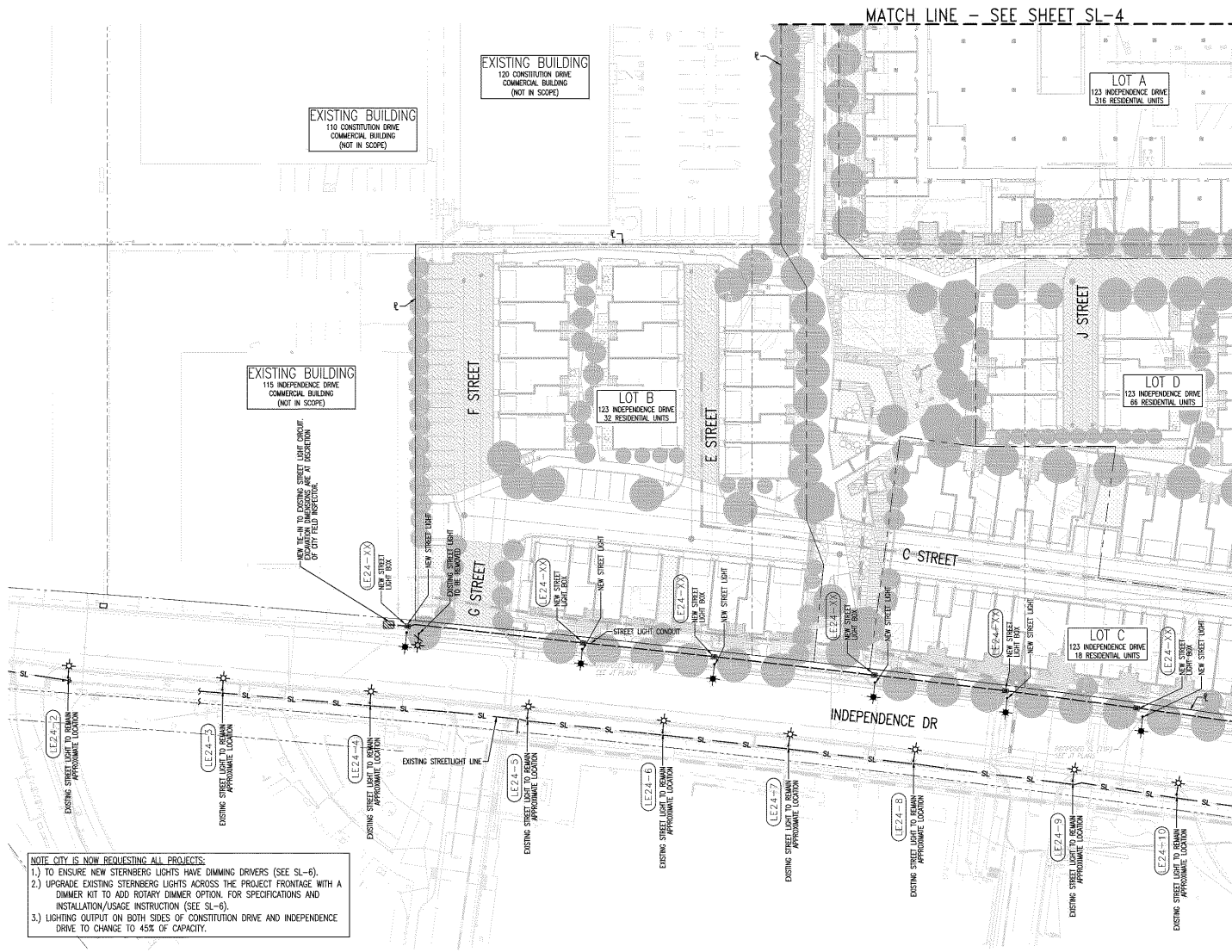


LEGEND:

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	POLE NUMBER
	STREET LIGHT

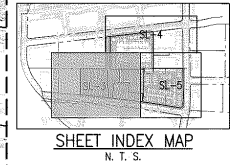
EXISTING	DESCRIPTION
	STREET LIGHT CONDUIT
	STREET LIGHT POLE NUMBER
	STREET LIGHT TO REMAIN
	STREET LIGHT TO BE REMOVED

LEGEND NTS



MATCH LINE - SEE SHEET SL-5

MATCH LINE - SEE SHEET SL-4



SHEET INDEX

SL-1	ELECTROLIER TITLE SHEET
SL-2	ELECTROLIER OVERALL
SL-3-5	ELECTROLIER PLAN
SL-6	ELECTROLIER SPECIFICATIONS

- NOTE CITY IS NOW REQUESTING ALL PROJECTS:
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 3. LIGHTING OUTPUT ON BOTH SIDES OF CONSTITUTION DRIVE AND INDEPENDENCE DRIVE TO CHANGE TO 45% OF CAPACITY.



123 Independence
Menlo Park, CA

The Sobrato Organization
599 Castro Street, Suite 400
Mountain View, CA

Sheet Title:
ELECTROLIER
PLAN

Job No. 20004
Date: 06/13/2023
Scale: AS SHOWN
Drawn By: ME

Sheet No:

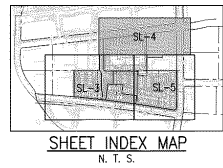
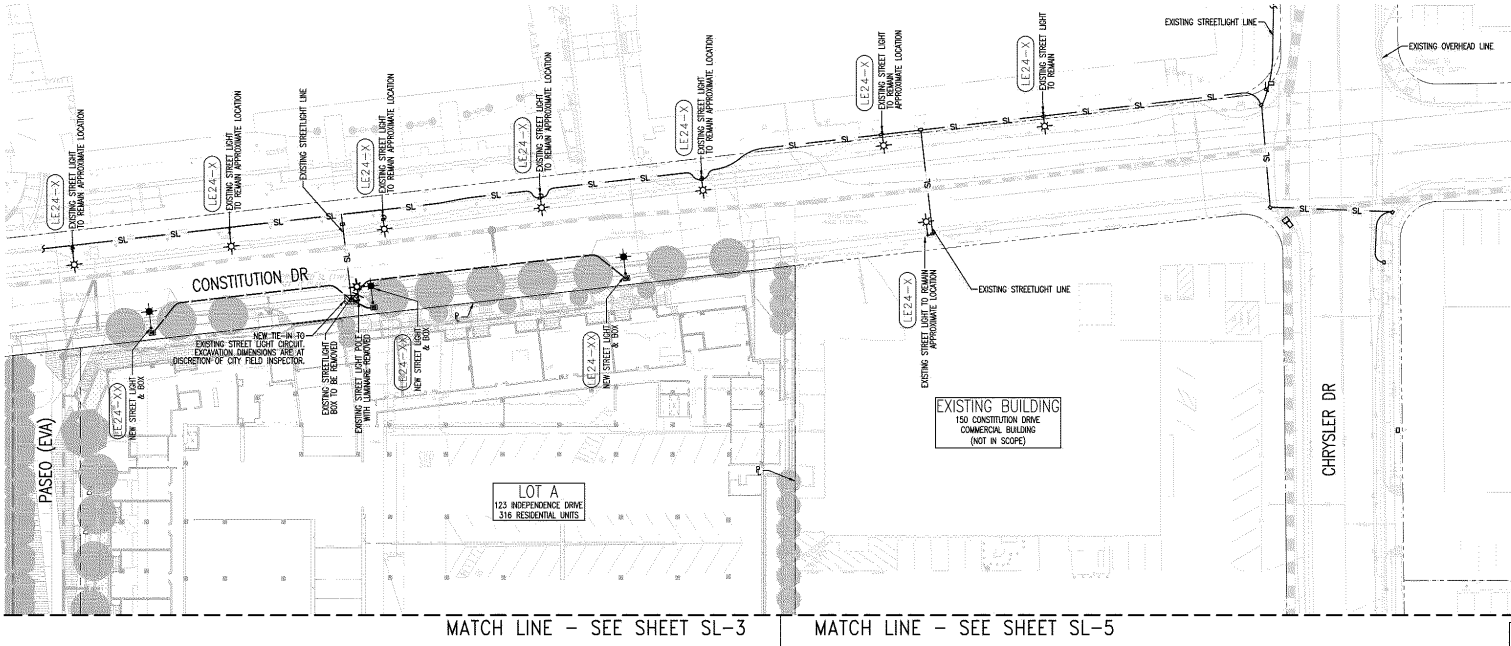
SL-3

LEGEND:	
NEW	
—	STREET LIGHT CONDUIT
1234	POLE NUMBER
⊕	STREET LIGHT
EXISTING	
—	STREET LIGHT CONDUIT
1234	STREET LIGHT POLE NUMBER
⊕	STREET LIGHT TO REMAIN
⊕	STREET LIGHT TO BE REMOVED

LEGEND NTS

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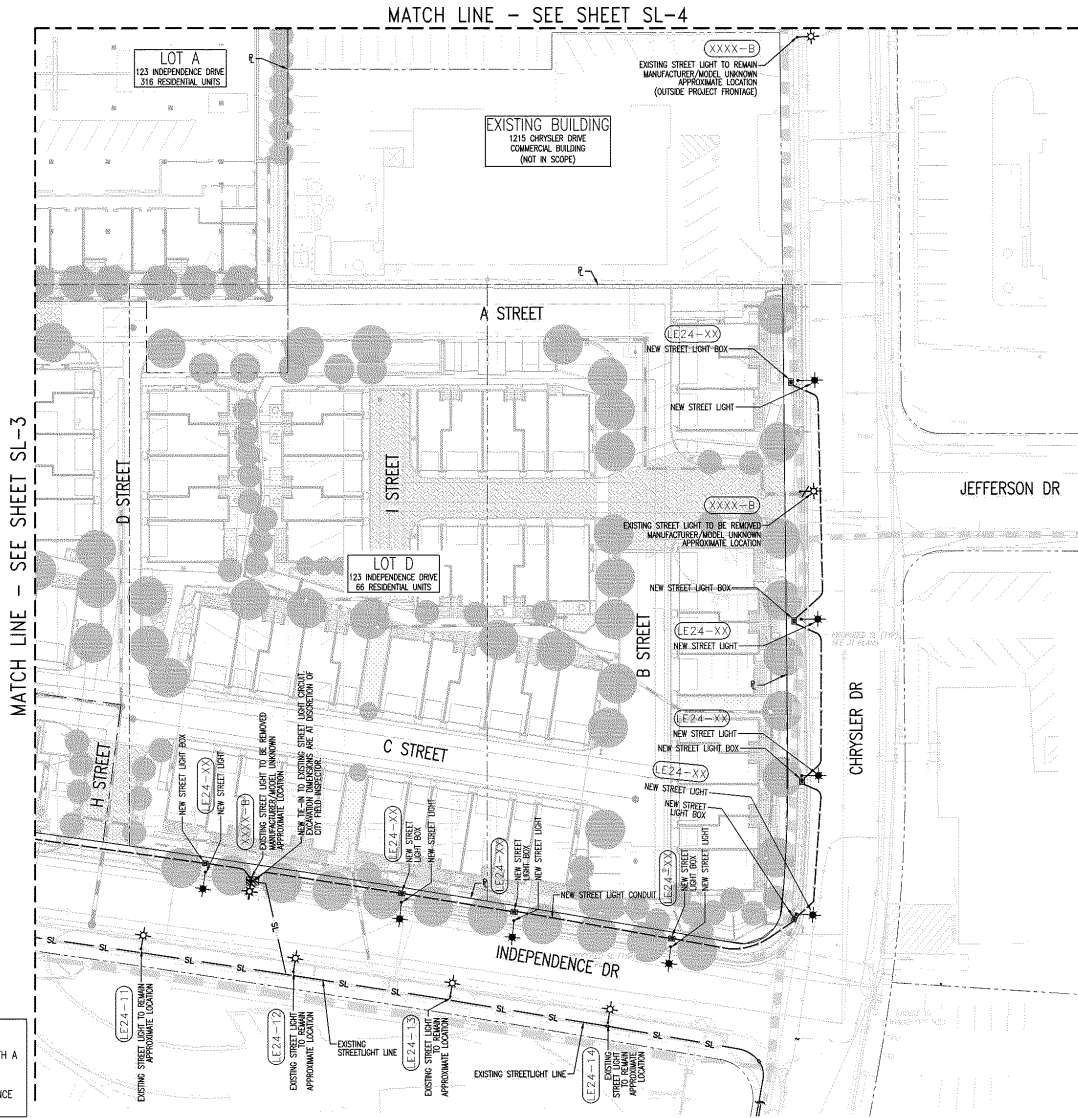


SHEET INDEX	
SL-1	ELECTROLIER TITLE SHEET
SL-2	ELECTROLIER OVERALL
SL-3-5	ELECTROLIER PLAN
SL-6	ELECTROLIER SPECIFICATIONS



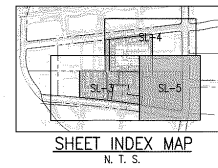
LEGEND:	
NEW	DESCRIPTION
	STREET LIGHT CONDUIT
	POLE NUMBER
	STREET LIGHT
EXISTING	DESCRIPTION
	STREET LIGHT CONDUIT
	STREET LIGHT POLE NUMBER
	STREET LIGHT TO REMAIN
	STREET LIGHT TO BE REMOVED

LEGEND NTS



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ML730 MILLENIA SERIES LED

Stenberg Lighting

ML730 MILLENIA SERIES LED

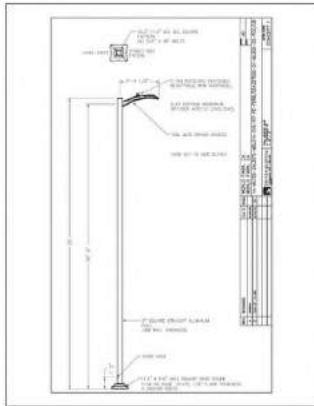
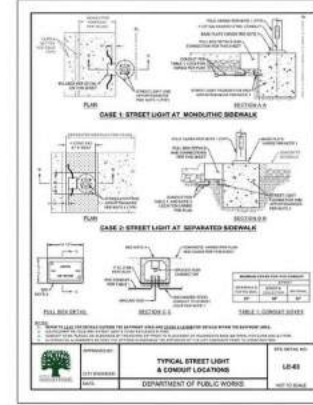
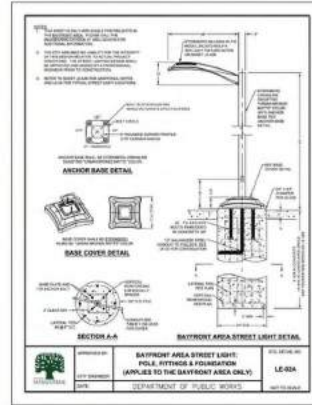
Stenberg Lighting

ML730 MILLENIA SERIES LED

Performance (Based on CA Lens)

Beam Angle	10°	15°	20°	25°	30°	35°	40°	45°	50°	60°	70°	80°	90°	100°	110°	120°	130°	140°	150°
Beam Diameter (ft)	1.0	1.5	2.0	2.5	3.0	3.5	4.0	4.5	5.0	6.0	7.0	8.0	9.0	10.0	11.0	12.0	13.0	14.0	15.0
Beam Area (sq ft)	0.8	1.8	3.1	4.7	6.4	8.2	10.0	11.8	13.6	16.7	19.6	22.6	25.6	28.6	31.6	34.6	37.6	40.6	43.6
Beam Volume (cu ft)	0.1	0.4	0.8	1.2	1.6	2.0	2.4	2.8	3.2	3.9	4.6	5.3	6.0	6.7	7.4	8.1	8.8	9.5	10.2

Stenberg Lighting



LUMINAIRE SCHEDULE

CALLOUT	SYMBOL	LAMP	DESCRIPTION	BALLAST	MOUNTING	MODEL	VOLTS	QUANTITY	ARM LENGTH
A		Lumen 50-50, 40K LEDs (4x per head)	ML730 Large Milenia Fixture, Arm Mount, T3, Soft Vite 2 Flat	ELECTRONIC	POLE	Stenberg Lighting ML730-24,4017-ML016-S12	120V 1P 2W	17	4
B		Lumen 50-50, 40K, LEDs	ML730 LARGE MILLENIA FIXTURE, ARM MOUNT, T3, SOFT VITE 2 FLAT (Outside of Project Frontage)	ELECTRONIC	POLE	Stenberg Lighting ML730-40,4015-ML016-S12	120V 1P 2K	21	4

INDEPENDENCE DRIVE

AVERAGE FOOT-CANDELS	1.28
MINIMUM FOOT-CANDELS	2.9
MAXIMUM FOOT-CANDELS	0.1
MINIMUM TO MAXIMUM FC RATIO	0.04
MINIMUM TO MINIMUM FC RATIO	28.15
AVERAGE TO MINIMUM FC RATIO	12.26

S. CHRYSLER DRIVE

AVERAGE FOOT-CANDELS	5.00
MINIMUM FOOT-CANDELS	2.6
MAXIMUM FOOT-CANDELS	0.1
MINIMUM TO MAXIMUM FC RATIO	0.05
MINIMUM TO MINIMUM FC RATIO	34.83
AVERAGE TO MINIMUM FC RATIO	8.00

Table ITC-1B1: Illuminance Method - Recommended Values

Street and Pedestrian Coefficient Area	Pavement Classification (Minimum Maintained Average Values)				Uniformity Ratio E_{min}/E_{max}	Varying Luminance Ratio L_{max}/L_{min}
	Historical Coefficient Area R_p	R1	R2 and R3	R4		
Freeway Class A	N/A	0.6	0.9	0.8	3.0	0.3
Freeway Class B	N/A	0.4	0.6	0.5	3.0	0.3
Expressway	High	1.8	1.4	1.3	3.0	0.3
	Medium	0.8	1.2	1.0	3.0	0.3
	Low	0.6	0.9	0.8	3.0	0.3
Major (arterial)	High	1.2	1.1	1.0	3.0	0.3
	Medium	0.8	1.1	1.0	3.0	0.3
	Low	0.6	0.9	0.8	3.0	0.3
Collector	High	0.8	1.0	1.0	4.0	0.4
	Medium	0.6	0.9	0.8	4.0	0.4
	Low	0.4	0.6	0.5	4.0	0.4
Local	High	0.8	0.9	0.9	4.0	0.4
	Medium	0.5	0.7	0.6	4.0	0.4
	Low	0.3	0.4	0.4	4.0	0.4

CONSTITUTION DRIVE

AVERAGE FOOT-CANDELS	1.20
MINIMUM FOOT-CANDELS	7.1
MAXIMUM FOOT-CANDELS	0.1
MINIMUM TO MAXIMUM FC RATIO	0.01
MINIMUM TO MINIMUM FC RATIO	90.94
AVERAGE TO MINIMUM FC RATIO	16.05

N. CHRYSLER DRIVE

AVERAGE FOOT-CANDELS	1.68
MINIMUM FOOT-CANDELS	6.7
MAXIMUM FOOT-CANDELS	0.1
MINIMUM TO MAXIMUM FC RATIO	0.01
MINIMUM TO MINIMUM FC RATIO	33.04
AVERAGE TO MINIMUM FC RATIO	17.83

Pedestrian Coefficient Area Classification:

- High - Area with significant numbers of pedestrians expected to be on the sidewalks or crossing the streets during daytime. Examples are downtown retail areas, near theaters, concert halls, museums, and transit terminals.
- Medium - Areas where lower numbers of pedestrians utilize the streets at night. Typical are dense inner office areas.
- Block with theaters, apartments, neighborhood shopping, industrial, urban city areas, and streets with special lanes.
- Low - Areas with very low volumes of night pedestrian usage. These can occur in any of the cited area classifications but may be typified by such things as single family houses, very low density residential developments, and rural or semi-rural areas.

Source: Adapted from ASCE (2010) (ASCE 88.2010)

Table ITC-1B2: Street Surface Classifications

Class	Q _s [*]	Description	Made of Reflectance
R1	0.10	P.C. green surface. Asphalt street surface with a minimum of 12% of the aggregate composed of artificial lightcolor (e.g., Spheral) aggregates (e.g., talc, mica, quartz).	Mostly diffuse
R2	0.05	Asphalt street surface with an aggregate composed of minimum 60 percent gravel (size greater than 1 mm @ 4 in.). Asphalt street surface with 10% to 15% artificial lightcolor in aggregate mix. (Not normally used in North America)	Mixed (diffuse and specular)
R3	0.00	Asphalt street surface (regular and regular sand) with dark aggregate (e.g., trap rock). Stone surface (slight rough texture after some months of use (typical highways)).	Slightly specular
R4	0.00	Asphalt street surface with very smooth texture.	Mostly specular

* Q_s = representative mean luminance coefficient

Source: ASCE (2010) (ASCE 88.2010)

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SHEET INDEX

PM-1	PHOTOMETRIC DETAILS
PM-2	PHOTOMETRIC OVERALL
PM-3-5	PHOTOMETRICS PLAN



123 Independence
Merino Park, CA

The Sobrato Organization
899 Castro Street, Suite 400
Mountain View, CA

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PHOTOMETRICS
DETAILS

Job No. 20004
Date: 06/13/2023
Scale: AS SHOWN
Drawn By: ME

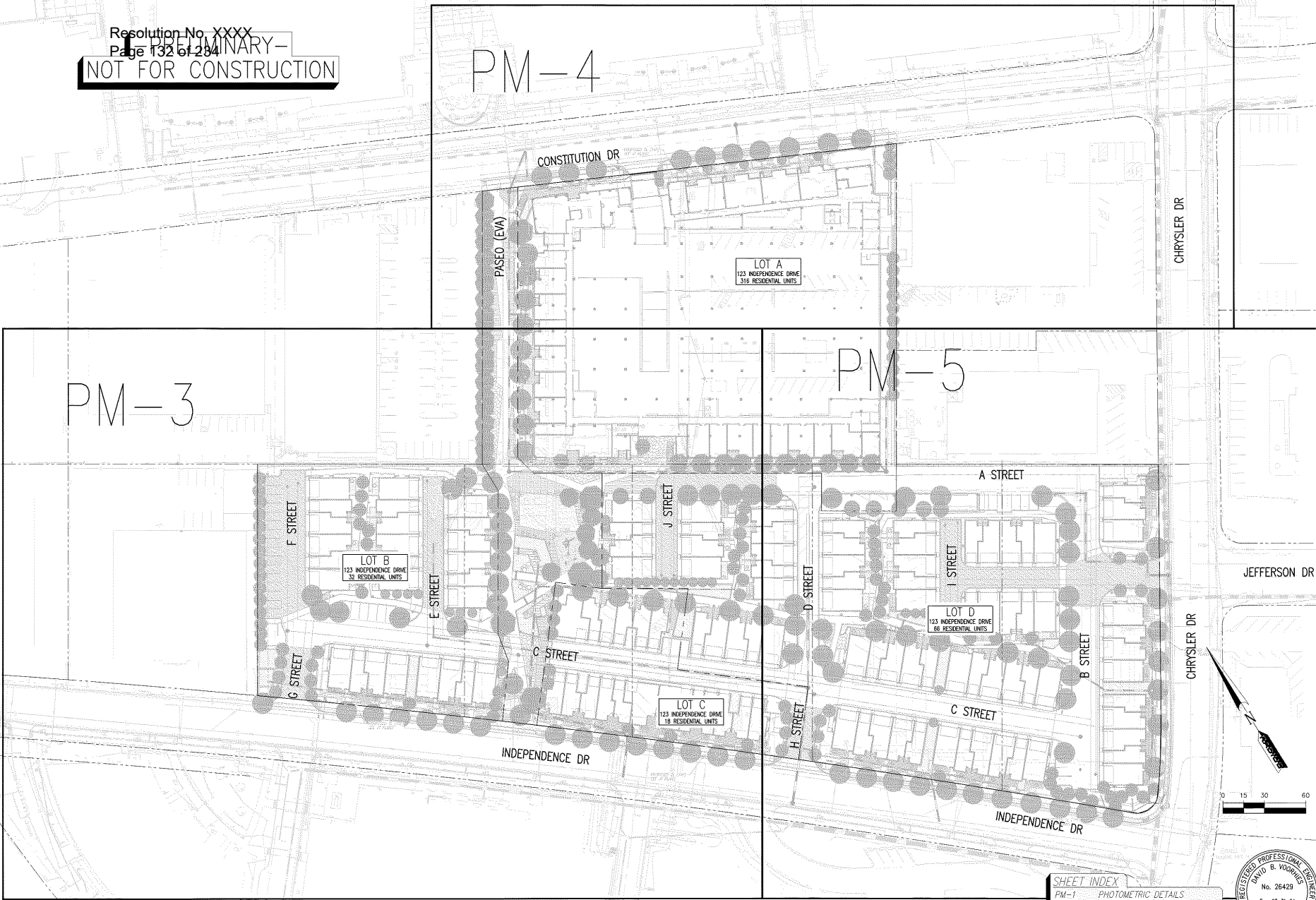
Sheet No:
PM-1

PRELIMINARY -
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PM-4

PM-5

PM-3



SHEET INDEX	
PM-1	PHOTOMETRIC DETAILS
PM-2	PHOTOMETRIC OVERALL
PM-3-5	PHOTOMETRICS PLAN



123 Independence
Menlo Park, CA

The Sobrato Organization
599 Castro Street, Suite 400
Mountain View, CA

Sheet Title:
PHOTOMETRICS OVERALL

Job No. 20004
Date: 06/13/2023
Scale: AS SHOWN
Drawn By: ME

Sheet No.:

PM-2

UTILITIES
 PLEASE CONSULT WITH UTILITY COMPANIES IN LOCATIONS NOT FOR CONSTRUCTION

Resolution No. xxxx -PRELIMINARY-
 Page 133 of 231 NOT FOR CONSTRUCTION

THIS IS NOT A BID DOCUMENT
 THIS DRAWING HAS NOT YET BEEN REVIEWED BY UTILITY COMPANIES AND IS SUBJECT TO CHANGE.

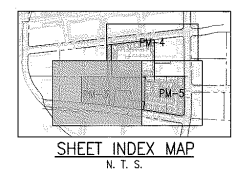
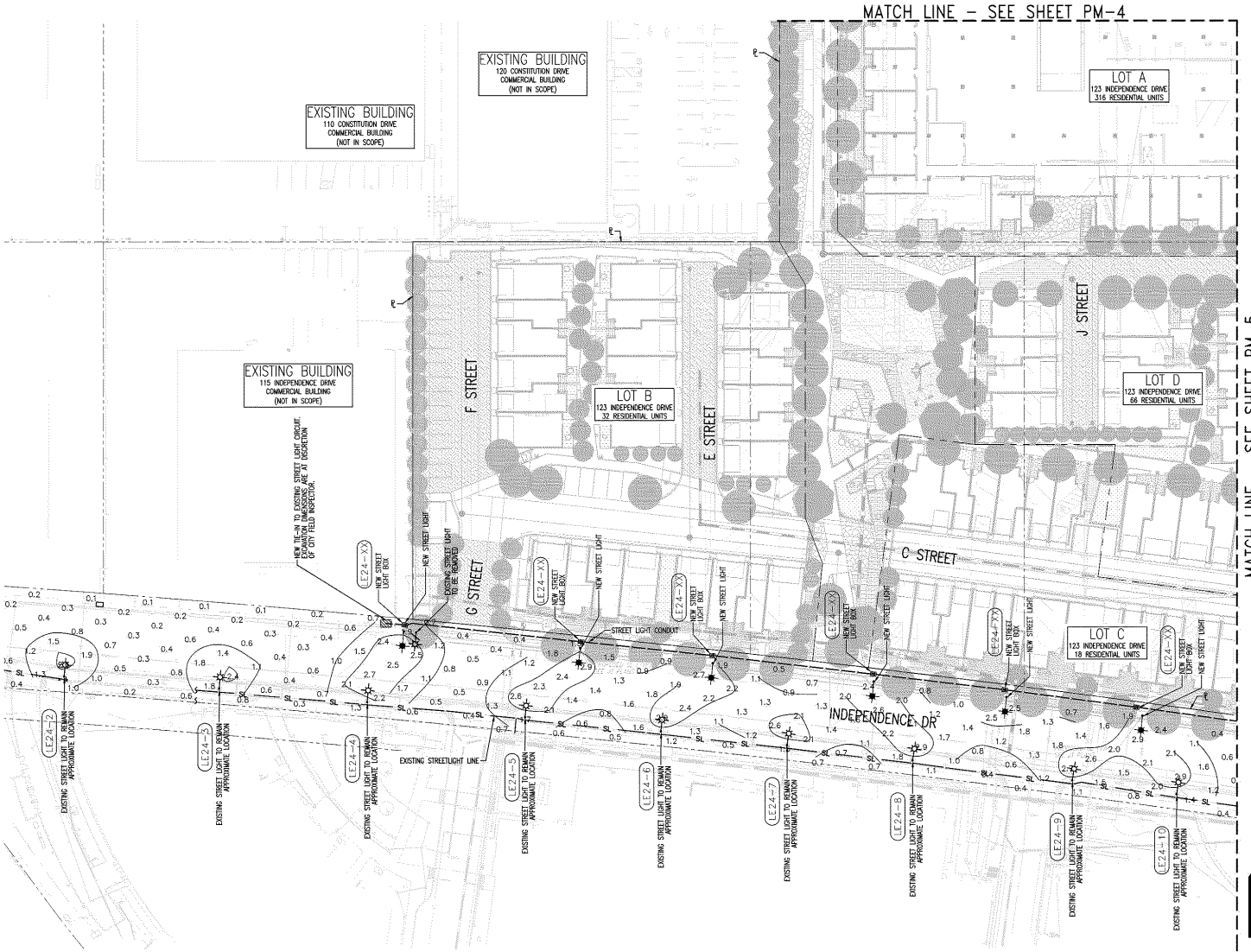
INDEPENDENCE DRIVE	
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MAXIMUM FOOT-CANDELES	2.9
MINIMUM FOOT-CANDELES	0.1
MINIMUM TO MAXIMUM FC RATIO	0.04
MAXIMUM TO MINIMUM FC RATIO	28.15
AVERAGE TO MINIMUM FC RATIO	12.25

LEGEND:

NEW	DESCRIPTION
	STREET LIGHT CONDUIT
	POLE NUMBER
	STREET LIGHT

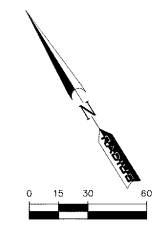
EXISTING	DESCRIPTION
	STREET LIGHT CONDUIT
	STREET LIGHT POLE NUMBER
	STREET LIGHT TO REMAIN
	STREET LIGHT TO BE REMOVED

LEGEND NTS



SHEET INDEX

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PM-2	PHOTOMETRIC OVERALL
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RADIUS DESIGN, INC.
 UTILITY DESIGN CONSULTANTS & ENGINEERS
 1460 MARIN LANE, SUITE 200, SAN RAFAEL, CALIFORNIA 94903
 (415) 452-3442

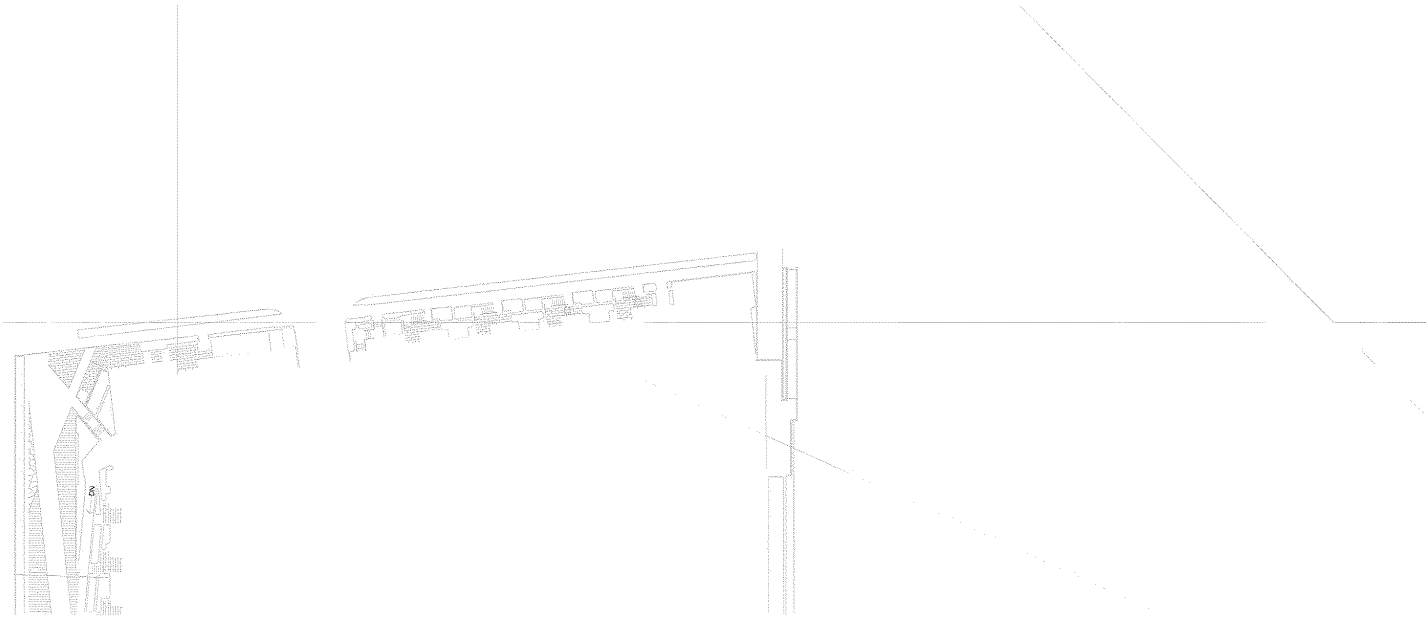
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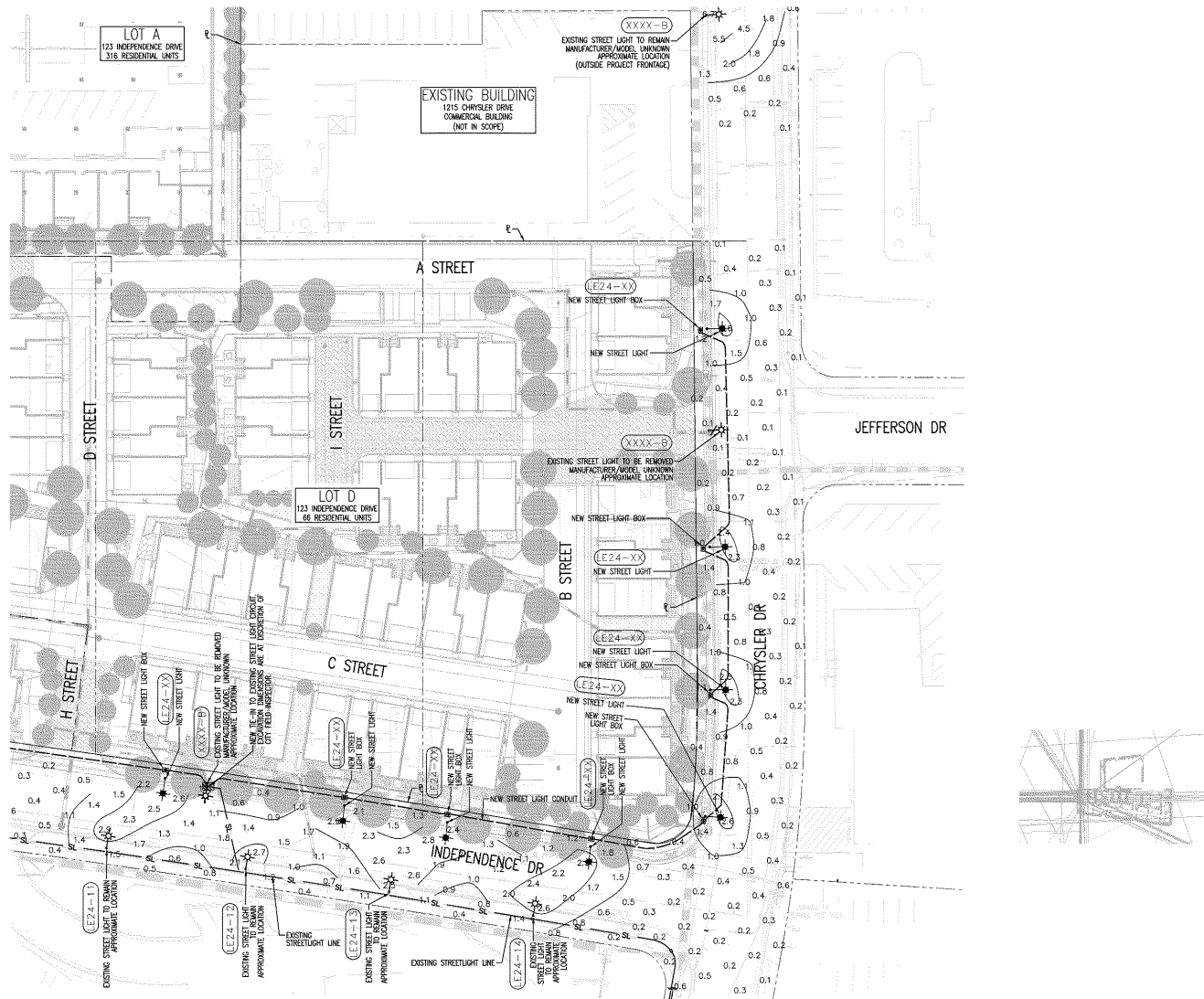
The Sobrato Organization
 599 Castro Street, Suite 400
 Mountain View, CA

Sheet Title:
PHOTOMETRICS PLAN

Job No. 20004
 Date: 06/13/2023
 Scale: AS SHOWN
 Drawn By: ME

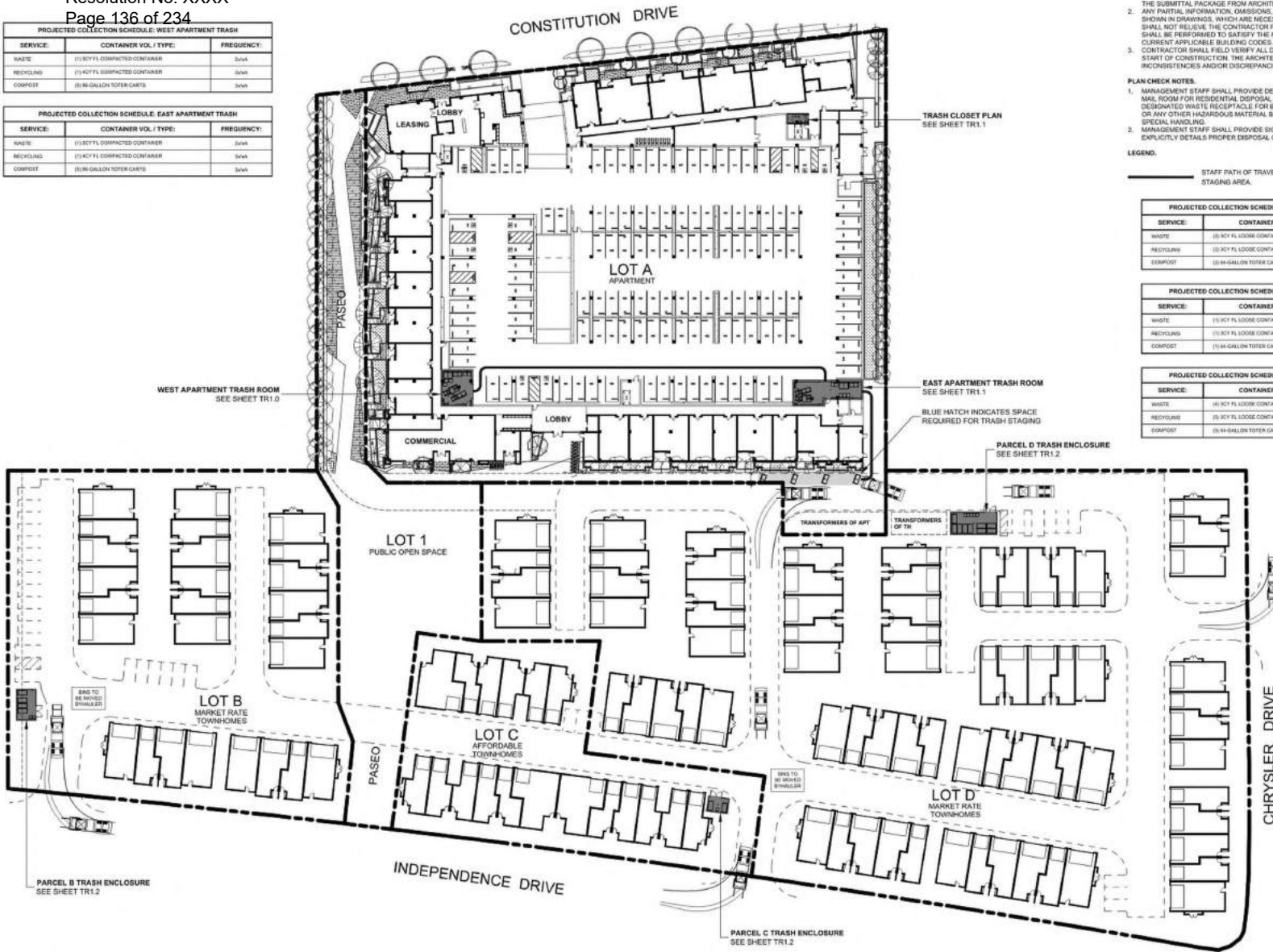
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PM-3





PROJECTED COLLECTION SCHEDULE: WEST APARTMENT TRASH		
SERVICE:	CONTAINER VOL. / TYPE:	FREQUENCY:
WASTE	(1) 307 FL COMPACTED CONTAINER	2xWk
RECYCLING	(1) 307 FL COMPACTED CONTAINER	2xWk
COMPOST	(2) 94-GALLON TOTEK CARTS	2xWk

PROJECTED COLLECTION SCHEDULE: EAST APARTMENT TRASH		
SERVICE:	CONTAINER VOL. / TYPE:	FREQUENCY:
WASTE	(1) 307 FL COMPACTED CONTAINER	2xWk
RECYCLING	(1) 307 FL COMPACTED CONTAINER	2xWk
COMPOST	(2) 94-GALLON TOTEK CARTS	2xWk



- GENERAL NOTES.**
1. ANY DESIGNS OR SOLUTIONS SHOWN IN DRAWING, EITHER DIRECT OR IMPLIED, ARE HEREBY CLARIFIED AS EXAMPLES AND SHALL NOT BE CONSIDERED COMPLETE DESIGNS FOR CONSTRUCTION. THESE DRAWINGS ARE INTENDED TO SUPPLEMENT THE SUBMITTAL PACKAGE FROM ARCHITECT.
 2. ANY PARTIAL INFORMATION, OMISSIONS, OR INACCURATE DESCRIPTIONS OF WORK SHOWN IN DRAWINGS, WHICH ARE NECESSARY TO PERFORM THE SCOPE OF WORK, SHALL NOT RELIEVE THE CONTRACTOR FROM COMPLETION OF WORK. ALL WORK SHALL BE PERFORMED TO SATISFY THE MINIMUM REQUIREMENTS OF THE CURRENT APPLICABLE BUILDING CODES.
 3. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO START OF CONSTRUCTION. THE ARCHITECT SHALL BE PROMPTLY NOTIFIED OF ANY INCONSISTENCIES AND/OR DISCREPANCIES.

- PLAN CHECK NOTES.**
1. MANAGEMENT STAFF SHALL PROVIDE DESIGNATED RECYCLING RECEPTACLE IN MEAS. ROOMS FOR RESIDENTIAL DISPOSAL OF UNWANTED MAIL, AS WELL AS A DESIGNATED WASTE RECEPTACLE FOR BATTERIES, PAINT, FLUORESCENT BULBS, OR ANY OTHER HAZARDOUS MATERIAL BANNED FROM LANDFILL THAT REQUIRES SPECIAL HANDLING.
 2. MANAGEMENT STAFF SHALL PROVIDE SIGNAGE IN ALL TRASH VESTIBULES THAT EXPLICITLY DETAILS PROPER DISPOSAL OF WASTE, RECYCLING, AND COMPOST.

LEGEND.

— STAFF PATH OF TRAVEL FROM TRASH ROOMS TO TRASH STAGING AREA.

PROJECTED COLLECTION SCHEDULE: PARCEL B TRASH ENCLOSURE		
SERVICE:	CONTAINER VOL. / TYPE:	FREQUENCY:
WASTE	(2) 307 FL LOOSE CONTAINERS	2xWk
RECYCLING	(2) 307 FL LOOSE CONTAINERS	2xWk
COMPOST	(2) 94-GALLON TOTEK CARTS	2xWk

PROJECTED COLLECTION SCHEDULE: PARCEL C TRASH ENCLOSURE		
SERVICE:	CONTAINER VOL. / TYPE:	FREQUENCY:
WASTE	(1) 307 FL LOOSE CONTAINER	2xWk
RECYCLING	(1) 307 FL LOOSE CONTAINER	2xWk
COMPOST	(2) 94-GALLON TOTEK CART	2xWk

PROJECTED COLLECTION SCHEDULE: PARCEL D TRASH ENCLOSURE		
SERVICE:	CONTAINER VOL. / TYPE:	FREQUENCY:
WASTE	(4) 307 FL LOOSE CONTAINERS	2xWk
RECYCLING	(4) 307 FL LOOSE CONTAINERS	2xWk
COMPOST	(2) 94-GALLON TOTEK CARTS	2xWk

TRASH ROUTE / STAGING PLAN
LEVEL 1

SCALE: 1/4" = 1'-0"



Architecture
Planning
Urban Design

1970 Broadway, Suite 500
Oakland, California 94612
(510) 451-2850

123 Independence
Menlo Park, CA

The Sobrato Organization
599 Castro Street, Suite 400
Mountain View, CA

Sheet Title:
TRASH ROUTE / STAGING PLAN

Job No: 20004
Date: 06/13/23
Scale: As Indicated
BM

Sheet No:
TR0.1

SERVICE	CONTAINER VOL / TYPE	FREQUENCY
WASTE	(1) 30Y FL COMPACTED CONTAINER	30M
RECYCLING	(1) 40Y FL COMPACTED CONTAINER	30M
COMPOST	(2) 36-GALLEN TOTEY CARTS	30M

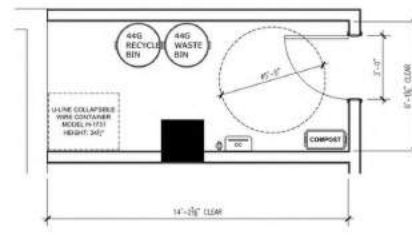
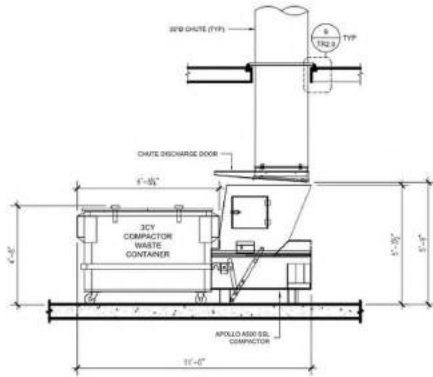
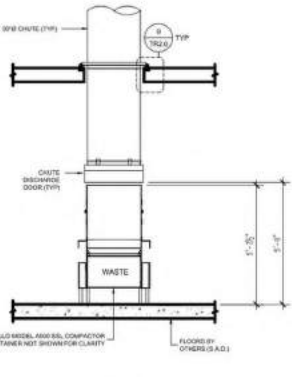
- PROJECTED COLLECTION SCHEDULE - EAST APARTMENT TRASH**
- CHUTE INTAKE VESTIBULES - LEVELS 2 - 5:**
- CHUTE INTAKE VESTIBULES SHALL BE 1HR FIRE-RATED WITH 45-MINUTE FIRE-RATED DOOR. 5'-0" MIN REQUIRED PER ADA STANDARDS - RESIDENTIAL ACCESS. PROVIDE (2) SELF-CLOSING, 180° BOTTOM HINGED, ELECTRICALLY INTERLOCKED, AUTOMATIC OPENING INTAKE DOORS TO DISPOSE OF WASTE AND RECYCLING INTO COMPACTORS PER CSC 713.13.1. POWER TO INTAKE DOORS SUPPLIED BY MCF. SEE DETAIL 2182.2.
 - CHUTE SHAFT SHALL NOT BE ERRECTED UNTIL CHUTE HAS BEEN INSTALLED. FOR SOUND PROOFING PURPOSES, DOUBLE STUD WALLS ARE REQUIRED ADJACENT TO OCCUPIED SPACES. INTERIOR OF SHAFT SHALL BE TAPED TO PREVENT ODOROUS AIR LEAKING INTO OCCUPIED SPACES.
 - PROVIDE ROUND FLOOR OPENINGS AT CONCRETE FLOORS AND SQUARED FLOOR OPENINGS AT WOOD-FRAME CONSTRUCTION. INSTALL FLOOR SUPPORT FRAME AT EACH FLOOR PENETRATION TO SECURE CHUTE. SEE DETAIL 917B FOR ANCHORING AND MASON SHA-RED SOUND ISOLATOR PAD ASSEMBLY. POUR RINGS WILL VARY BASED ON THICKNESS OF FLOOR SLAB AND SHALL BE PROVIDED BY MANUFACTURER.
- GENERAL NOTES:**
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 - CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO START OF CONSTRUCTION. THE ARCHITECT SHALL BE PROMPTLY NOTIFIED OF ANY INCONSISTENCIES AND/OR DISCREPANCIES.
- DESIGN ISSUES:**
- RELOCATE CHUTES PER PLAN TO STACK VERTICALLY THROUGHOUT BUILDING.
 - AT UPPER LEVELS, REVERSE VESTIBULE PER PLAN TO MATCH RELOCATED CHUTES.
 - INSTALL (2) 8'-0" WIDE ROLL-UP DOORS AND OMIT SECOND 3'-0" ACCESS DOOR.



STUDIO T SQUARE

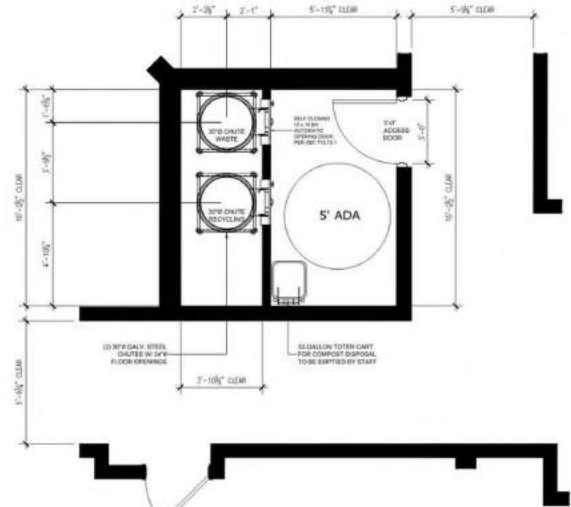
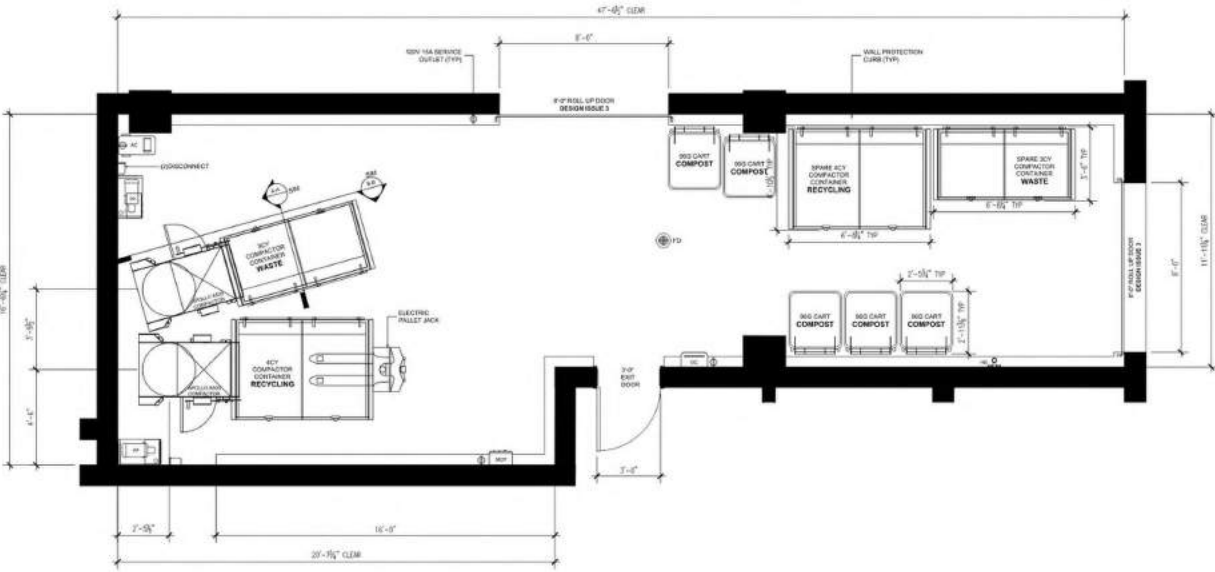
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SECTIONS
AT EAST APARTMENT TRASH ROOM

TRASH CLOSET PLAN
LEVEL 1



EAST APARTMENT TRASH ROOM PLAN
LEVEL 1

EAST CHUTE INTAKE VESTIBULE
TYPICAL AT LEVELS 2-5

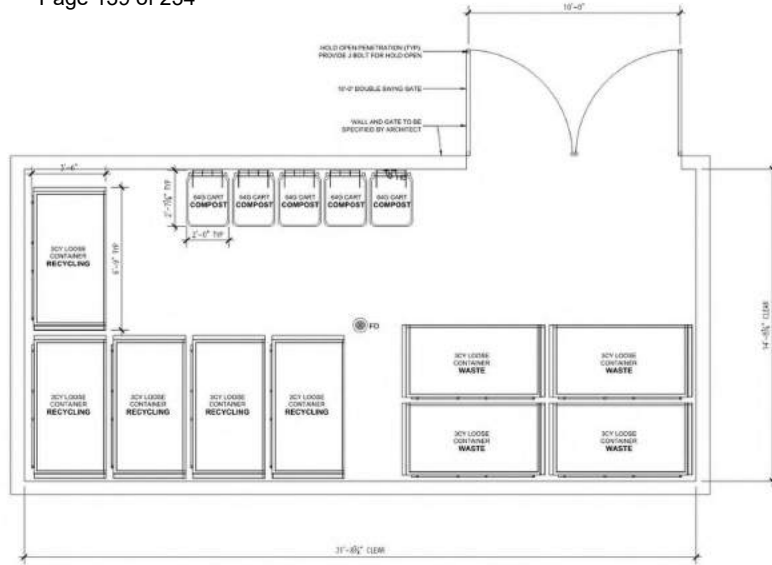
123 Independence
Menlo Park, CA

The Sobrato Organization
599 Castro Street, Suite 400
Mountain View, CA

Sheet Title:
EAST APARTMENT TRASH ROOM PLAN

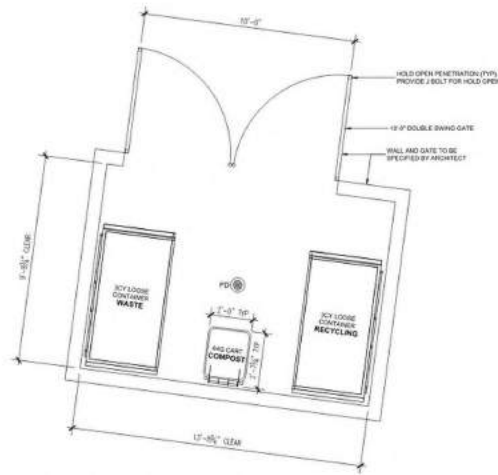
Job No: 20004
Date: 06/13/23
Scale: As Indicated
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Sheet No:
TR1.1



PARCEL D TRASH ENCLOSURE PLAN

LEVEL 1 SCALE: 1/8" = 1'-0"



PARCEL C TRASH ENCLOSURE PLAN

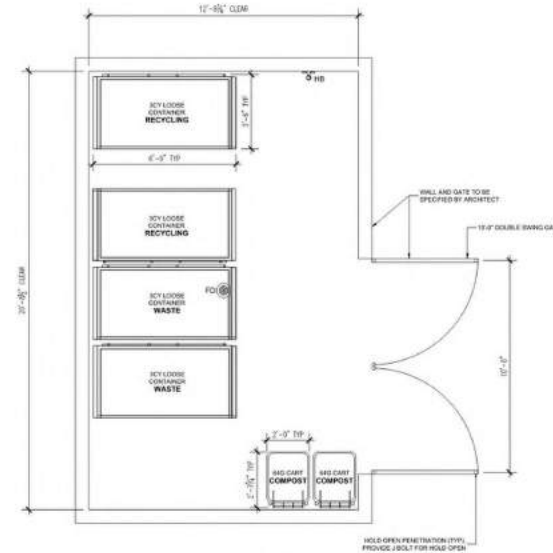
LEVEL 1 SCALE: 1/8" = 1'-0"

PROJECTED COLLECTION SCHEDULE: PARCEL B TRASH ENCLOSURE		
SERVICE	CONTAINER VOL / TYPE	FREQUENCY
WASTE	(1) 300 FL LOOSE CONTAINERS	1/week
RECYCLING	(2) 300 FL LOOSE CONTAINERS	2/week
COMPOST	(1) 60-GALLON TOTEY CARTS	2/week

PROJECTED COLLECTION SCHEDULE: PARCEL C TRASH ENCLOSURE		
SERVICE	CONTAINER VOL / TYPE	FREQUENCY
WASTE	(1) 300 FL LOOSE CONTAINERS	1/week
RECYCLING	(2) 300 FL LOOSE CONTAINERS	2/week
COMPOST	(1) 60-GALLON TOTEY CARTS	2/week

PROJECTED COLLECTION SCHEDULE: PARCEL D TRASH ENCLOSURE		
SERVICE	CONTAINER VOL / TYPE	FREQUENCY
WASTE	(1) 300 FL LOOSE CONTAINERS	1/week
RECYCLING	(2) 300 FL LOOSE CONTAINERS	2/week
COMPOST	(1) 60-GALLON TOTEY CARTS	2/week

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PARCEL B TRASH ENCLOSURE PLAN

LEVEL 1 SCALE: 1/8" = 1'-0"



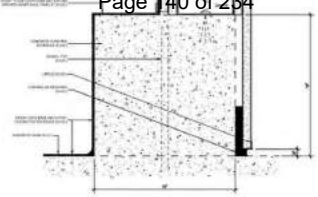
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Menlo Park, CA
The Sobrato Organization
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Mountain View, CA

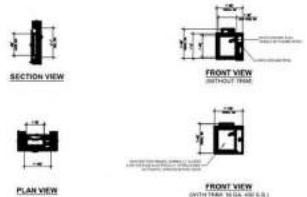
Sheet Title:
TOWNHOME TRASH ENCLOSURES
Job No: 20004
Date: 06/13/23
Scale: As Indicated
BM

Sheet No:
TR1.2

1. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN INCHES.
2. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.
3. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN METERS.
4. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN MILLIMETERS.
5. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN CENTIMETERS.
6. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN DECIMETERS.
7. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN KILOMETERS.
8. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN MILES.
9. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN KILOMILES.
10. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN MILES PER HOUR.
11. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET PER SECOND.
12. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN METERS PER SECOND.
13. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN KILOMETERS PER HOUR.
14. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN MILES PER HOUR.
15. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN KILOMETERS PER HOUR.
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17. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN KILOMETERS PER HOUR.
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19. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN KILOMETERS PER HOUR.
20. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN MILES PER HOUR.



1 WALL PROTECTION CONCRETE CURB SCALE: 3/4" = 1'-0"



2 CHUTE INTAKE DOOR UPPER LEVELS SCALE: 3/4" = 1'-0"

SHEET NOTES: 30" DIA CHUTE DETAILS

1. CHUTE MATERIAL: GALVANIZED OR GALVANEAL 16-GAUGE STEEL.
2. 2x4 FIRE-RATED WALL ASSEMBLIES ENCASE CHUTE SHAFT. FACE WALL SHALL NOT BE ERECTED UNTIL CHUTES HAVE BEEN INSTALLED.
3. SEE ARCHITECTURAL AND/OR STRUCTURAL DRAWINGS TO VERIFY ALL INFORMATION NOT RELATED TO ATMS SCOPE OF WORK FOR AGREEMENT.
4. POUR RINGS WILL VARY BASED ON THICKNESS OF FLOOR SLAB AND SHALL BE PROVIDED BY MANUFACTURER.

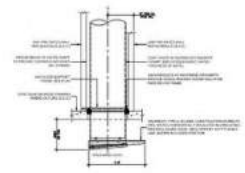
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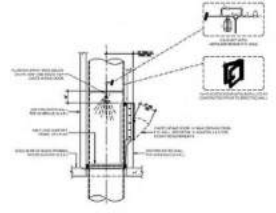
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Oakland, California 94612
(510) 451-2850



PLUMBING SCHEMATIC LEGEND:

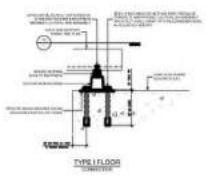
1. 3/4" DOMESTIC HOT WATER INLET WITH VACUUM BREAKER, QUARTER-TURN GATE VALVE (SHUT-OFF AND BYPASS) (D) TOTAL.
2. FLOORING DESIGN, MATERIALS, AND INSTALLATION BY OTHERS. 24" HD SOLID VALVE (OPTIONAL, NOT NEEDED FOR MANUAL OPERATION).
3. 8" x 8" UNIT 1-GAL ON COMPRESSOR MOUNTING BRACKET AND PROPORTIONAL VALVE AT REMOTE LOCATION.
4. FLOORING SPRAY HEAD BELOW CHUTE VENT.
5. FIRE SPRINKLER HEAD AT FLOOR LEVEL, LOWEST INTAKE, AND EVERY OTHER FLOOR BETWEEN. CONNECTION BY OTHERS. SUBMITTAL TO VERIFY TO VERIFY FRAME ACCESS DOOR.
6. SATIN CHROME PULL-HANDLE.



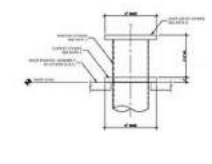
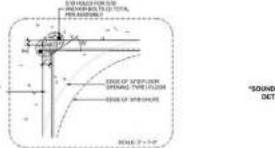
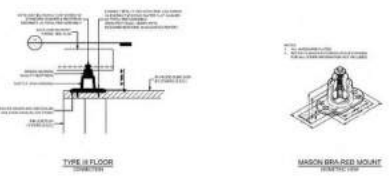
5 CHUTE AIR AND SOUND ISOLATION SCALE: 3/4" = 1'-0"

6 DISINFECTING AND SANITATION UNIT W/ FIRE SPRINKLER NOZZLE AT HIGHEST INTAKE SCALE: 3/4" = 1'-0"

8 CHUTE SHAFT AT INTAKE UPPER LEVELS SCALE: 3/4" = 1'-0"



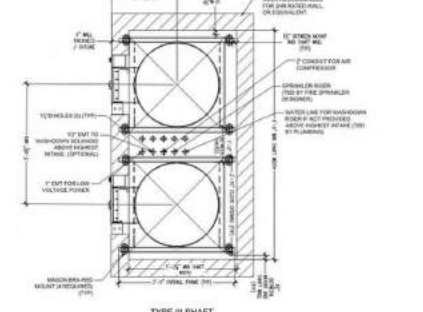
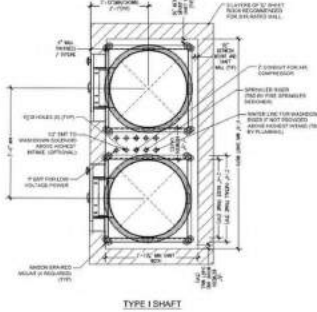
9 FLOOR SUPPORT FRAME ANCHORING TYPE I AND TYPE II CONSTRUCTION SCALE: 3/4" = 1'-0"



13 CHUTE VENT AT ROOF LEVEL SCALE: 3/4" = 1'-0"

14 POUR RING DETAIL SCALE: 3/4" = 1'-0"

15 MINIMUM CHUTE SHAFT DETAILS SCALE: 3/4" = 1'-0"



123 Independence
Menlo Park, CA

The Sobrato Organization
599 Castro Street, Suite 400
Mountain View, CA

Sheet Title:
CHUTE DETAILS
30" DIA

Job No: 20004
Date: 06/13/23
Scale: As Indicated
BM

Sheet No:
TR2.0

Ms. Payal Bhagat
City of Menlo Park
Planning Division
701 Laurel Street
Menlo Park, CA 94025

February 10, 2022 (REVISED July 20, 2023)

Subject: Below Market Rate Proposal

Project Name: 123 Independence (“The Project”)

Project Address: 119, 123–125, 127 Independence Drive, 1205 Chrysler Drive, and 130 Constitution Drive

Dear Payal:

The Sobrato Organization (TSO), in partnership with Habitat for Humanity Greater San Francisco (HGSF), is pleased to propose the following Below Market Rate Proposal for 123 Independence located at 119 Independence Drive, 123–125 Independence Drive, 127 Independence Drive, 1205 Chrysler Drive, and 130 Constitution Drive in Menlo Park. TSO and HGSF have used both Chapter 16.96, *Below Market Rate Housing Program*, as well as the *Below Market Rate Housing Program Guidelines* (BMR Guidelines) to develop this proposal. In addition, State Density Bonus Law concessions and waivers are used to allow HGSF to be the affordable housing developer to develop the affordable townhomes.

General Overview

The General Plan requires developers to participate in the City’s Below Market Rate (BMR) Program. The latest City of Menlo Park Housing Element (2015-2023) identifies the benefits of market rate developers partnering with affordable housing developers to provide BMR units, noting that units developed in this manner are more likely to serve lower income households.

The purpose of the City’s BMR Program is to increase the housing supply for households that have very low, low, and moderate incomes, with a primary objective of creating actual housing units rather than collecting fees. According to the City’s BMR Guidelines and City Municipal Code Chapter 19.96, residential development projects that include 20 or more units must provide not less than 15 percent of these units at below market rates to very low, low, and moderate-income households. The BMR Program permits BMR units to be provided across the full range of affordability levels, provided that the provision of units at extremely low, very low, low and/or moderate income is “roughly equivalent” to the provision of all of the units at the low-income level.

The 123 Independence Project (Project), which consists of 316 apartments and 116 townhomes, would provide BMR units meeting the City’s requirements on site. The for-rent apartments will comply with Chapter 16.96 and the BMR Guidelines. TSO and HGSF have requested State Density Bonus Law concessions and waivers, to allow variances from certain requirements in the BMR Guidelines for the BMR townhomes.



As outlined in more detail in the State Density Bonus Law letter attached as Attachment A, the Project seeks two concessions that would result in actual cost savings: (i) to allow the affordable townhomes to be developed on one parcel, and (ii) to allow the affordable townhome units to be completed on an independent timeline from the market rate units in the project. TSO and HGSF also request waivers that support these concessions and allow the Project to fit on the site as designed and at the density allowed.

In addition, the Project proposes reasonably equivalent alternatives (“Equivalent Alternatives Proposal”) pursuant to Section 13 of the Menlo Park BMR Guidelines to allow HGSF to develop the affordable townhomes in a manner consistent with HGSF’s development model. The Equivalent Alternatives Proposal is included as Attachment B.

Program Design

As proposed, the Project has 316 for-rent apartments and 116 for-sale townhomes. The breakdown of unit mix and types for both the apartments and townhomes is shown below in Table 1.

Table 1: Program Breakdown with Unit Type, Size, & Mix

Unit Type	Ownership Type	Average SF	Market-Rate Count by Unit Type	BMR Count by Unit Type	Total Count by Unit Type
Studio	Rental	539	72	16	88
One-Bedroom	Rental	725	152	33	185
Two-Bedroom	Rental	1,006	36	7	43
Avg./Total Count Apartments		711	260	56	316
TH 1 (Three-Bedroom)	Ownership	1,749	34	-	34
TH 2 (Two-Bedroom)	Ownership	1,199	34	-	34
TH 3 (Three-Bedroom)	Ownership	2,052	10	-	10
TH 3.1 (Three-Bedroom)	Ownership	2,052	20	-	20
TH 4 (Three-Bedroom)	Ownership	1,480	-	6	6
TH 4.1 (Four-Bedroom)	Ownership	1,514	-	3	3
TH 4.2 (Four-Bedroom)	Ownership	1,416	-	3	3
TH 4.3 (Two-Bedroom)	Ownership	958	-	3	3
TH 5 (Four-Bedroom)	Ownership	1,581	-	3	3
Avg./Total Count Townhomes		1,613	98	18	116

Apartment BMR Proposal

Based on the City’s 15 percent BMR requirement, the Project will provide 48 BMR apartments with low-AMI levels. In addition, TSO proposes an additional 8 low-income apartments as a community amenity, making the Project 17 percent affordable. There is no difference between the market-rate and BMR apartment units. The apartment BMR units will be mixed in throughout the community, indistinguishable from the exterior, and contain standard appliances common to new units.

As noted within the *Below Market Rate Housing Program Guidelines* subsection 4.1.2 and 11.1.2, *Initial Price for Rental Unit* and *BMR Rent*, the initial monthly rental amounts for the BMR rental units will be equal to or less than 30 percent of the applicable income limits for very low, low, and moderate income households adjusted for occupancy, but in no case will the monthly rental amounts exceed 75 percent of comparable market rents.

Townhome BMR Proposal

Based on the City's 15 percent BMR requirement, the Project will provide 18 BMR townhomes with low-AMI levels. As mentioned above, TSO and HGSF plan to work together on the Project. TSO plans to donate the land for the BMR townhomes to HGSF. As further noted above, State Density Bonus Law concession and waivers together with an Equivalent Alternatives Proposal are being requested to enable HGSF to maximize its unique program. HGSF offers affordable homeownership opportunities to low-income families through a unique program that requires no down payment and provides zero-interest rate mortgages to homeowners. HGSF's ability to provide this unique program and deep levels of affordability is predicated on keeping construction costs low, optimizing the use of staff and volunteer labor, donated construction materials and finishes, and receiving funding from various private and public sources.

State funding for affordable housing is extremely competitive. TSO is committed to working with HGSF but if HGSF cannot obtain financing or otherwise chooses not to develop the affordable townhomes, TSO would partner with a different affordable housing developer to ensure compliance with the Project's BMR requirements under this proposal. If no affordable housing developer is interested in such a partnership, TSO would construct the BMR townhomes in a manner consistent with the City's Municipal Code and BMR Guidelines, and the BMR townhomes may be offered at different affordability levels than the current HGSF proposal.

Concessions for BMR Townhomes

The BMR Guidelines generally requires that units be distributed throughout the development. Because of TSO's partnership with HGSF and HGSF's need to have its own parcel, the BMR townhomes cannot be mixed throughout the community. Instead, the BMR townhomes will be located on Lot C. The placement and configuration for Lot C was selected for the BMR townhomes with equality in mind. The location is prominent on the site and feels integrated into the overall community. The location is also centrally located and adjacent to the park and paseo amenities.

HGSF's model is designed to have all the homes clustered on the same piece of land. Providing HGSF's units together on a dedicated parcel allows HGSF to apply for grants and other funding sources that support affordable housing and construct homes more efficiently than if units are spread throughout the Project site. In addition, having all the affordable townhomes on one parcel builds community, equity, and continuity for HGSF's homeowners. Below are specific reasons why:

- HGSF builds and sells homes on a single lot because it is more efficient and cost-effective than building across multiple lots. For example, working with one lot simplifies the land transaction, which keeps legal costs low. In addition, having the future homeowners, who must put in sweat equity to help build their homes, working on a single lot builds community and allows HGSF to increase its positive outcomes and impacts on the community.
- Construction mobilization and the coordination of its volunteer labor and homeowner sweat equity becomes significantly more expensive, complicated, and time consuming when homes are located on separate lots rather than a single lot.
 - *Expensive:* It is easier and more effective to oversee and coordinate volunteer labor and future homeowners within one lot rather than being spread over multiple lots, creating additional costs and operational complications – multiple superintendents, procurement dates for



- materials, staging areas, etc. Economies of scale are lost when affordable townhomes are embedded within the market-rate townhomes.
- *Complicated:* When affordable townhomes are interspersed within the market-rate townhomes, there will be two developers and two sets of construction teams working within the same building, which would be a logistical nightmare and essentially impossible due to coordination and insurance issues. For example, coordinating the shared responsibilities of a plumbing pipe between one contractor and another, to determine where one plumber's work stops and another plumber's starts within the same building envelope is extremely difficult. From a safety and insurance standpoint, it is also challenging to have two separate groups working that closely together as contractors will have different protocols and rules.
 - *Time Consuming:* Due to volunteer labor and HGSF's homeowner sweat equity program, the market-rate and affordable townhomes will have different schedules and timing. Having different contractors, with different construction schedules, reporting to different owners, is destined to lead to on-site construction coordination conflicts and eventual finger pointing.
- In addition to HGSF being the lender that requires no down payment and provide a zero-interest rate mortgages to homeowners, they also cap the homeowners' expenses to thirty percent of their incomes. This includes capping the Homeowner Association (HOA) fees, which required these units to be on one parcel under their own HOA.
 - Lastly, HGSF's public funding sources only provide subsidy to very low and low-income townhomes. These funding sources account for approximately 30 percent of HGSF's capital stack and are crucial to HGSF's ability to provide affordable homeownership opportunities. The funding process typically includes a detailed application to be awarded funds and predetermined milestones (e.g., completion of foundation pour, framing, utility installation, sheetrock inspections, etc.) are required to receive funds. Due to the requirements of these funding sources, HGSF would be unable to obtain them without its own parcel.

As explained in the attached State Density Bonus Law letter, the Project seeks concessions and waivers to support HGSF affordable housing project, including concessions for allowing HGSF to cluster its units and to construct its units on its own timeline.

Through discussions with Staff, we understand Staff seeks clarification of the requested concession to allow the affordable townhomes to be completed on an independent timeline from the market rate units. Specifically, the City asked TSO to provide a connection between the construction of the market-rate townhomes and the HGSF Project and a guarantee that HGSF will complete its project. In response, we provide the following timeline and assurances for the 18 affordable townhomes:

- HGSF is required to submit building permit application(s) for the 18 affordable townhomes within 6 months of the building permit submittal for the first market rate townhome.
 - If HGSF fails to pull building permits within 6 months after the City issues the first building permit for the market-rate townhomes then some of the proposed 18 affordable townhomes would become market rate townhomes and some of the market rate townhome units would convert to affordable units, such that a total of 15 percent of the townhomes would be affordable (i.e., a door-by-door approach).



- HGSF will have 24 months after the issuance of the building permit for the HGSF Project to complete the 18 affordable townhomes.
 - HGSF will provide a milestone schedule at the start of construction that is consistent with completion within 24 months of pulling their building permit. HGSF will have regular check-ins with housing staff throughout the project, including a larger bi-annual meeting (including all stakeholders as determined by City staff) to discuss their progress. HGSF will provide schedule updates in those meetings with City stakeholders.
- If HGSF starts construction and does not complete it within 24 months, City staff has two options: (1) allow HGSF to complete construction and require a bond to cover the costs to complete the construction, including additional project management and administrative costs, or (2) allow HGSF to complete the construction without requiring a bond.

Waivers for BMR Townhomes

Although HGSF is constructing its own project, the architecture and exterior finishes of the BMR townhomes will be of the same quality as the market-rate townhomes and the level of detail and time spent designing these townhomes will be on par with the market-rate townhomes. The overall architectural design approach and vision of the project is to propose distinctively different architectural styles for the townhomes, while having pieces of resemblance in each townhome style to the apartment building. This approach ties the project together visually as a community while creating architectural variety. In addition, the architecture of the BMR townhomes is designed to meet HGSF's specifications and as such, will differ from the market rate townhomes. Similar to the market-rate townhome designs, the architecture of the proposed BMR townhomes provides a variety of façade breaks, materials changes and roof level changes, as shown in Attachment C.

The BMR Guidelines note that the design and materials used in construction of BMR units must be of a quality comparable to other new units constructed in the development but need not be of luxury quality. As noted above, the BMR townhome units will have architecture and exterior materials of comparable quality to the market rate units. But the BMR units have different layouts and ratios of bedrooms to unit size, bathrooms to unit size, and living room size to unit size, as well as fewer parking spaces and balconies in different locations. On the interior, the BMR townhomes will have standard appliances common to new units such as a washer/dryer, dishwasher, oven/range, and refrigerator. Due to HGSF's donated construction materials and finishes, the finishes will be durable and high quality, however, they may differ from the market-rate units. To facilitate the concession allowing the affordable townhomes to be developed on an independent timeline and to allow the units to fit on Lot C, State Density Bonus Law waivers have been requested to allow the affordable townhomes to differ from the market-rate townhomes. The attached State Density Bonus Law Letter provides additional information regarding the requested waivers.

In sum, having all 18 BMR ownership townhomes developed by an affordable developer using their program enables them to be offered at deeper levels of affordability and ensure the permanent affordability of these homes.

* * *



Thank you for the opportunity to present this BMR proposal. We look forward to continuing our work with you as well as other City Staff to develop the BMR program for 123 Independence.

Warmest regards,



Peter Tsai

Resources

<https://www.codepublishing.com/CA/MenloPark/#!/MenloPark16/MenloPark1696.html#16.96>

<https://www.menlopark.org/369/Below-Market-Rate-BMR-housing-program>

<https://beta.menlopark.org/files/sharedassets/public/community-development/documents/20220303-below-market-rate-guidelines.pdf>

Attachment A – Revised State Density Bonus Law Letter dated July 20, 2023

Attachment B – Proposal for Reasonably Equivalent Alternatives Pursuant to BMR Guidelines Section 13

Attachment C – Exterior Rendering Comparison



Attachment A – Revised State Density Bonus Law Letter dated July 20, 2023



Linda C. Klein
415.262.5130
lklein@coxcastle.com

File No. 087389

July 20, 2023

VIA E-MAIL

Ms. Payal Bhagat
City of Menlo Park
Planning Division
701 Laurel Street
Menlo Park, CA 94025

Re: Density Bonus Law Request for 123 Independence Drive Project

Dear Payal:

This letter provides the applicable State Density Bonus Law (“SDBL”) requests related to the 123 Independence Drive housing development application (“Project”) proposed by The Sobrato Organization (“TSO”), and supersedes the requests submitted to the City of Menlo Park (“City”) on May 23, 2022, October 28, 2022, June 13, 2023, and July 5, 2023. There are only two changes in this letter compared to prior letters: TSO renews its request to waive the commercial automobile parking requirement and retracts its request to waive commercial bicycle parking requirement.

In sum, TSO’s SDBL’s requests for incentives/concessions and waivers are as follows:

Incentives/Concessions

Incentive 1: Clustering the Affordable Townhomes. Municipal Code section 16.97.100 requires that affordable units be “integrated into the project.” The City’s Below Market-Rate Guidelines (“BMR Guidelines”) further state that “[t]he BMR units should be distributed throughout the development.” (BMR Guidelines, § 5.1.) These requirements would preclude a market-rate developer from partnering with an affordable housing developer to provide the affordable component of a project. Affordable housing developers require their own parcel on which they can construct a one hundred percent affordable housing development to be able to leverage lower cost financing that results in actual and identifiable cost savings. Similarly, organizing the affordable units on their own parcel allows the affordable housing developer to easily oversee construction, reducing complexity and resulting in actual and identifiable cost savings.

For the affordable townhomes, TSO wishes to partner with an affordable housing developer, namely Habitat for Humanity Greater San Francisco (“HGSF”), due to HGSF’s

greater expertise in providing for-sale affordable housing. While the affordable townhomes (“HGSF Project”) would be integrated into the overall site plan, they would not be integrated and dispersed in each townhome building block. Instead, the HGSF Project would be located on their own parcel, labeled Lot C on the Project drawings. Accordingly, TSO and HGSF request a concession from Municipal Code section 16.97.100 and BMR Guidelines section 5.1 to allow the HGSF Project to be developed on one parcel and not distributed throughout the townhome portion of the Project.

Incentive 2: Timing of the Affordable Townhome Units. Municipal Code section 16.97.100 requires that affordable units be “constructed concurrently with market rate units.” Similarly, the BMR Guidelines require that the affordable units be ready for final inspection at approximately the same time as the market rate units. TSO requests a concession to this Municipal Code and BMR Guideline requirement because the affordable townhome units may not be constructed concurrently with the market rate townhomes due to TSO’s partnership with HGSF. TSO and HGSF have different construction practices that lead to potentially different delivery timelines. Specifically, HGSF relies on (i) a volunteer labor and “sweat equity” model whereby the future owners of homes provide some labor and (ii) donated goods and materials. Both volunteer labor and donated materials result in cost savings for affordable housing but lead to a less predictable timeline than traditional construction methods and procurement practices.

This past spring, the City asked TSO to provide a connection between the construction of the market-rate townhomes and the HGSF Project and a guarantee that HGSF will complete its project. In response, TSO provided the following timeline and assurances for the HGSF Project:

- HGSF is required to submit a building permit application(s) for the 18 affordable townhomes within 6 months of the building permit submittal for the first market rate townhome.
 - If HGSF fails to pull building permits within 6 months after the City issues the first building permit for the market-rate townhomes then some of the proposed 18 affordable townhomes would become market rate townhomes and some of the market rate townhome units would convert to affordable units, such that a total of 15 percent of the townhomes would be affordable (i.e., a door-by-door approach).

Under this approach, the Project would require only one waiver for the minimum common open space dimension. Specifically, City Municipal Code section 16.45.120(4)(C)(iii) requires a parcel with 10 to 50 units to provide a minimum of 400 square feet of common open space, with minimum dimension of 20 feet. Lot C includes 400 square feet of common open space, but its dimensions are 10 feet by 40 feet rather than 20 feet by 20 feet. A waiver is required because the Project cannot fit the units as designed at the density allowed and provide a common open space on Lot C that is 20 feet wide. To provide another 10 feet of open space, the Project would need to have fewer units.

- HGSF will have 24 months after the issuance of the building permit for the HGSF Project to complete the 18 affordable townhomes.
 - HGSF will provide a milestone schedule at the start of construction that is consistent with completion within 24 months of pulling their building permit. HGSF will have regular check-ins with housing staff throughout the construction process, and larger bi-annual meetings that would include all stakeholders as determined by the City staff to discuss their progress. HGSF will provide construction schedule updates in the bi-annual meetings with City stakeholders.
- If HGSF starts construction and does not complete it within 24 months, City staff has two options: (1) allow HGSF to complete construction and require a bond to cover the costs to complete the construction, including additional project management and administrative costs, or (2) allow HGSF to complete the construction without requiring a bond.

Waivers¹

The waivers requested below are needed to either allow the Project to physically fit on the Property as designed and at the density allowed or to facilitate the “different timing” incentive that allows the HGSF Project to be constructed by HGSF with volunteer labor and donated goods.

Waiver 1: Equal Design. Municipal Code section 16.97.100 requires that the affordable units to “be of equal design and quality as the market rate units.” Section 5.2 of the BMR Guidelines clarifies that the “design and materials used in construction of BMR units shall be of a quality comparable to other new units constructed in the development but need not be of luxury quality.”

TSO and HGSF request a waiver to Municipal Code 16.97.100 and BMR Guidelines section 5.2 to allow the affordable townhomes to differ from the market-rate townhomes. The differences are that compared with the market-rate units, the affordable townhomes will have: (i) smaller average unit size, resulting in different interior layouts with fewer bathrooms, smaller living rooms, and more bedrooms than a similar sized market-rate townhome; (ii) less parking; (iii) smaller windows; (iv) different exterior finishes and massing, including different roof lines, (v) fewer balconies and balconies located in different locations; and (vi) different interior finishes, lighting, and appliances.

Regarding the differences in overall size, layout, bathrooms, living rooms, bedrooms, and parking spaces, these differences allow the Project to fit on the Property as designed and at the density allowed. Making the townhomes larger would allow more bathrooms, larger living

¹ TSO reserves its right to request future waivers at any time if needed.

rooms, fewer bedrooms per square foot, and more parking, but doing so would decrease open space or necessitate another change, such as a loss of a unit.

Regarding the differences in window size, massing inclusive of rooflines, and balconies, these differences result in a product that is easier to construct than the market-rate townhomes. Providing an easy to construct product supports the concession above for separate timing, which is predicated in part by HGSF's use of volunteer labor.

Regarding the differences in exterior and interior finishes, including appliances, these differences allow HGSF to use donated materials, thereby supporting the concession above for separate timing, which is predicated in part by HGSF's use of donated materials.

Waiver 2: Common Open Space. Municipal Code section 16.45.120(4)(C)(iii) requires a parcel with 10 to 50 units to provide a minimum of 400 square feet of common open space, with minimum dimension of 20 feet. The Lot C includes 400 square feet of common open space, but its dimensions are 10 feet by 40 feet rather than 20 feet by 20 feet. Accordingly, TSO and HGSF request a waiver to reduce the 20-foot minimum dimension to 10 feet on this lot. The Project cannot fit the affordable townhome units as designed at the density allowed and provide a common open space on Lot C that is 20 feet wide. To provide another 10 feet of open space, the Project would need to have fewer units and different parcel lines.

Waiver 3: Commercial Parking. The Federal Emergency Management Agency ("FEMA") will suspend processing two types of flood map revision requests in 38 California counties starting July 1, 2023, making it impossible to obtain Letters of Map Revision Based on Fill (LOMR-F) and Conditional Letters of Map Revision Based on Fill (CLOMR-F) in the City. ([FEMA Press Release](#) (May 24, 2023).) FEMA's decision would have made it difficult to proceed with the Project as originally designed. Accordingly, TSO modified the Project to include 2,000 square feet of commercial space on the ground floor of the apartment building.

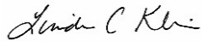
Municipal Code section 16.45.080 requires at least four or five automobile parking spaces and two bicycle parking space for a 2,000 square-foot commercial space. TSO requests a waiver to provide zero dedicated automobile parking spaces for the commercial space. While there are six parking spaces available to patrons of the commercial space, those spaces are designed to be shared with visitors to the apartments. Absent the commercial parking waiver, the Project would need a larger parking garage, which could be created only by reducing the proposed residential density.

* * *

Please let me know if you have questions about the Project. We look forward to our City hearings and bringing much needed housing to the region.

Sincerely,

Cox, Castle & Nicholson LLP


Linda C. Klein

Cc: Eric Phillips, City Attorney
Maureen Sedonaen, Habitat for Humanity Greater San Francisco
Constanza Asfura-Heim, Habitat for Humanity Greater San Francisco
Peter Tsai, The Sobrato Organization
Christina Burke, The Sobrato Organization

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Attachment B – Proposal for Reasonably Equivalent Alternatives
Pursuant to BMR Guidelines Section 13



October 28, 2022

Ms. Payal Bhagat
City of Menlo Park
Planning Division
701 Laurel Street
Menlo Park, CA 94025

RE: Proposal for reasonably equivalent alternatives to the BMR Guidelines under Section 13

Dear Payal Bhagat,

Habitat for Humanity Greater San Francisco (“HGSF”) would like to propose reasonably equivalent alternatives to a few BMR guidelines included in Resolution 6708 - BMR Guidelines, approved March 2022. Our proposed alternatives have been developed by HGSF for the project applicant, The Sobrato Organization (“TSO”), and in coordination with the last submitted request under the State Density Bonus Law.

HGSF’s proven model includes an ongoing partnership with future homeowners and our high touch approach prepares families for the responsibility and opportunity of being a first-time homeowner. Our sweat equity program, which includes 500 hours of sweat equity for all households, is designed to provide meaningful interaction among families, affiliate representatives, and Habitat volunteers.

HGSF strives to make affordable homeownership and our sweat equity program available to all income qualified applicants regardless of age and physical ability. In order to ensure the equality of our sweat equity program, we make accommodations for the elderly and people with limited physical mobility. To accomplish this, we allow friends and family to contribute sweat equity hours to families, and we also provide customized opportunities for people based on their individual needs. For example, we offer accommodations such as counting administrative tasks such as Spanish translations, phone calls, and attending educational classes in home repair, public speaking, and leadership development towards the sweat equity requirement. HGSF makes reasonable accommodations and will ensure the success of all homeowners through customization and accommodations for their needs.

HGSF accepts the BMR Guidelines and requests only minor amendments to help facilitate HGSF’s proven affordable homeownership program and enable an effective partnership between the City of Menlo Park, TSO, and HGSF. This letter identifies those minor modification requests, and as always, HGSF is open to meeting with City staff to walk through this request and continue collaborating on this request and other beneficial approaches.

The project:

Proposal for construction of 316 apartment units (56 deed-restricted low-income affordable units) including 116 townhomes (18 deed-restricted low-income townhomes financed and constructed by HGSF), as the project commonly referred to as 123 Independence (“Project”) located at 119 Independence Drive, 123-125 Independence

Drive, 127 Independence Drive, 1205 Chrysler Drive, and 130 Constitution Drive in the City of Menlo Park.

The Project's deed-restricted apartments would comply with all City standards, and this proposal relates specifically to the 18 deed-restricted townhomes.

1. City of Menlo Park Below Market Rate Guidelines - Section 13

The BMR Guidelines set the framework for how affordable housing will be created within the City of Menlo Park. Within Section 13 of these guidelines, the City allows reasonably equivalent alternatives to be proposed to and approved by City Council. Section 13 states:

Nothing set forth herein shall preclude the City from approving reasonably equivalent alternatives to these BMR Guidelines, including, but not limited to, in lieu fees, land dedication, off-site construction or acquisition and rehabilitation of units. Additionally, the City reserves the right to approve reasonably equivalent alternatives to the characteristics of the proposed BMR units and the affordability mix. Any modifications to these Guidelines shall be approved by the City Council and shall contain findings that the alternative is commensurate with the applicable requirement(s) in the BMR Guidelines and is consistent with the goals of the BMR Guidelines.

Modification of the BMR Guidelines will result in identifiable efficiencies in the ability of HGSF to apply its model to the benefit of affordable housing delivery.

The reasonably equivalent alternatives are proposed in such a way that, should the City Council accept them, they are commensurate with the intent and purpose of the BMR Guidelines. The narrative evaluation provides evidence for the findings to be made.

2. The Project's Reasonably Equivalent Alternative Requests

HGSF has a unique and tested method of financing and constructing 100% affordable homeownership projects and the reasonable equivalent alternatives are needed to facilitate the established and successful process that allows HGSF, as the affordable housing developer, to develop the townhomes in the most efficient and cost-effective manner.

BMR Guidelines section 5.5: *requires that affordable units have a right of first refusal in favor of the City.*

HGSF requests the right of first refusal, with the City in second position. HGSF uses the right of first refusal to resell properties to second generation affordable homeowners

and maintains a 99-year deed restriction on all homes sold. Also, by granting HGSF the right of first refusal, the City would be allowing HGSF to maintain its unique and time-tested approach to marketing, homebuyer engagement, and home sales for any future resale. This guideline is in place to ensure that affordable homes continue to be part of the Menlo Park affordable housing stock. Since HGSF guarantees the resale of the properties to a second generation of affordable homeowners and a 99-year deed restriction on the properties resold, granting HGSF this request meets the intent and purpose of this guideline to ensure affordable housing remains affordable.

BMR Guidelines section 7.1: requires “[a]ll members of the applicant household to be first time homebuyers.”

Given our current guidelines, HGSF requests the city allow only those on title be required to be first-time homebuyers.

HGSF’s households are made up of multigenerational individuals, often, seniors who may need to live with their adult children or adult children in need of temporary and/or part-time residence. These seniors and adult children may have been prior homebuyers. By requiring first-time homeownership only for the title holders, the ability to have more inclusive, diverse, and multigenerational households can be achieved. The intent of this guideline is to prevent current homeowners from acquiring secondary properties. Through HGSF’s thorough application and vetting process, such a scenario will not occur.

BMR Guidelines section 7.1.1: makes an exception to the first-time homebuyer preference for households that already own BMR units.

HGSF requests that the City waive this exception. Given the extreme scarcity of affordable homeownership opportunities in Menlo Park and surrounding region, HGSF seeks to provide homeownership opportunities to buyers who do not already own homes.

BMR Guidelines section 7.2: states, “Only households that have completed the education requirement will be invited to apply when units become available” and provides detailed requirements about the education provider and content of such programs.

HGSF requires homeownership education during the “sweat equity” phase of its homebuyer process, which follows the application period and the initial selection of homebuyer candidates and takes place as part of the 500-hour sweat equity requirement that occurs during unit construction. For this reason, HGSF must identify households for its units before the units are available.

HGSF is comfortable establishing a requirement that interested applicants attend a 90-minute information session prior to applying, where information on homeownership and program requirements are thoroughly reviewed. In sum, although HGSF invites applicants to apply prior to the full completion of their education and before units become available, HGSF’s education model accomplishes the same purpose as BMR

Guideline section 7.2, which is to ensure potential new homeowners are prepared for ownership, and the alteration in timing is necessary for HGSF's sweat equity model.

BMR Guidelines section 7.4: provides a list of assets and how they count towards income limits for the purchasers of affordable units.

HGSF requests an alternative to section 7.4 which only qualifies households having non-retirement assets that do not exceed the purchase price of the BMR units. Instead, HGSF asset test requires liquid assets over \$60k to be assessed at 10% of their value and added to annual income. This approach factors in larger substantial savings as part of the household annual income, which helps to ensure lower income households are served and sets reasonable conditions that allow as many potential homebuyers as possible to qualify. This alternative accomplishes the purpose of BMR Guideline section 7.4, which is to provide BMR units only to those households that truly need them, equally as well by allowing households with lower incomes to count a small percent of other assets to show that they qualify for an affordable home.

BMR Guidelines section 10.2 discusses refinancing options.

HGSF does not allow homeowners to refinance homes or assume second loans. To ensure affordability, HGSF offers mortgages to first-time homebuyers with 0% down payment and 0% interest loans and caps homeowners' total housing payment at 30% of their gross household income at the time of sale. Refinancing is not part of the HGSF process because the property value is shared between the homeowner, who receives their principle plus CPI adjustment at the time of a resale, and HGSF who uses any realized capital appreciation to build more affordable homes. Allowing second mortgages also jeopardizes affordability and increases foreclosure risk. Accordingly, not allowing refinancing provides an equivalent means of accomplishing the BMR Guidelines purpose of protecting low-income homeowners from predatory lending practices and foreclosure.

BMR Guidelines section 11 sets forth a detailed process for the resale of affordable units, including how the sales price will be set and that the City will retain the realtor for the sale.

We request the city allow HGSF to use its standard process for calculating the resale price of the home during the second-generation sale and our process for the actual sale of the home. HGSF sets the resale price at the time of the first-generation sale and the price is based on the original price plus appreciation (HGSF caps the resale price appreciation at the lower of CPI or 3%). HGSF construction staff rehabilitates the repurchased home at the same time as a second affordable homebuyer is identified. HGSF repeats the steps normally performed during an application cycle to find a qualified buyer, including marketing and outreach, performing a lottery, determining eligibility and ultimately selection a qualified household. Please note that in the case of a previously owned home, buyers are only required to perform 250 hours of sweat equity (versus the 500 required for new constructions). HGSF's model accomplishes the

goal of BMR Guidelines section 11, which is to ensure that homes remain affordable upon resale and are sold to qualified low-income households with an affordable mortgage.

3. HGSF as the City’s Designee and Program Provider for Education, Marketing, Applicant Selection, and Title

Several of the City’s BMR Guidelines allow the City to choose a designee or program provider to undertake certain actions. For example, BMR Guidelines section 9.1.8 states, “[c]ontact is established between the City or its designee and the developer’s representative to work out a schedule and convenient strategy for advertisements, if needed, when the units will be open for viewing, and for when the interested applicants may obtain detailed information about the units.” Similarly, BMR Guidelines section 9.1.11 states, “[t]he City or the City’s BMR Housing Program provider holds an application orientation meeting(s).” In addition, BMR Guidelines section 9.1.13: states, “[w]hen the application period closes, the City or its designee reviews the completed applications. The complete, eligible, qualifying applications are ranked according to legacy list order and/or lottery ranking.” And BMR Guidelines section 9.1.15 states, “[t]he City of Menlo Park or its designee submits to the title insurance company the Grant Deed, BMR Agreement and Deed Restrictions, and Request for Notice to be recorded with the deed to the property.”

HGSF understands that the City is amenable to selecting HGSF as its designee and program provider to assist with the orientation and other educational meetings, marketing, applicant selection, and title requirements. In a meeting with City staff on October 17, 2022, the City stated that no modifications are needed to these guidelines, but recommended we provide the City with an explanation of HGSF’s education, marketing, and selection strategies. Below, we provide a summary of how HGSF would handle these important tasks as the City’s designee and program provider and affirm our commitment to working with the City on these items to accomplish the purposes of the BMR Guidelines.

Regarding orientation and other educational meetings, HGSF has a clear and effective curriculum for these sessions. HGSF’s staff are trained and prepared to both provide content and manage the extensive Q&A process. HGSF uses a culturally relevant approach in the design and delivery of these sessions and ensures that translation is available and/or separate sessions are provided to non-English speaking attendees.

Regarding marketing, HGSF will develop marketing strategies in collaboration with City staff. A fundamental component of HGSF’s self-help housing model is sweat equity. All homeowner candidate households complete 500 hours of sweat equity, primarily through the labor they contribute to the construction of their own homes.¹ We intentionally initiate marketing several months before homes are fully constructed so that the candidates who are selected are directly involved in building their homes. The sweat equity provides homeowners an opportunity to invest in their community and directly contribute to the building and development of their homes. At the same time, HGSF will provide interested applicants with information on the units

¹ HGSF values diversity and inclusion. To accommodate the varying needs and abilities of potential homeowners, HGSF allows applicants’ family members and community to help fulfill sweat equity requirements.

during information sessions. HGSF develops a marketing plan that takes into consideration affirmative fair housing marketing practices, funder requirements, and the target audience(s) for our affordable homeownership program. HGSF would ask that the City approve any marketing plan before launching outreach and marketing. Our marketing plan includes identifying target market(s), building information, buyer qualifications, marketing strategy, marketing activities, assessment, advertising deliverables, and timeline. Marketing traditionally starts 1.5 years prior to home sales.

Regarding applicant selection, HGSF, as the City's designee, would manage the process of reviewing applications for initial eligibility and the use a lottery to select candidates for underwriting and selection by rank order. This process would include accommodating the City's preference for identifying applicants from its legacy list. HGSF welcomes the opportunity to develop preference qualifying strategies in collaboration with City staff, as it has done before with many other Bay Area cities. Regarding loan documents and title, HGSF would review all loan documents with the buyers prior to closing, answering any questions that borrowers may have. HGSF has a longstanding relationship with a title company who understands its model and is able to work with buyers in an efficient and thoughtful manner.

* * *

Please do not hesitate to contact me if you have questions about HGSF's reasonably equivalent alternatives requests or HGSF's qualifications to be the City's designee and program provider. We look forward to continuing to work with the City to bring much needed affordable housing to the area.

If additional information is needed or you have questions, please contact me directly at:

t: **415-625-1001**; or
e: msedonaen@habitatgsf.org.

Sincerely



Maureen Sedonaen
Chief Executive Officer
Habitat for Humanity Greater San Francisco

CC:
Christina Burke, The Sobrato Organization
Peter Tsai, The Sobrato Organization
Linda Klein, Esq.

Attachment C – Exterior Rendering Comparison



AFFORDABLE 6-PLEX FRONT ELEVATION



MARKET RATE TYPE A 6-PLEX FRONT ELEVATION



MARKET RATE TYPE B 6-PLEX FRONT ELEVATION

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

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

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

**BELOW MARKET RATE HOUSING AGREEMENT
AND DECLARATION OF RESTRICTIVE COVENANTS**

(123 Independence Drive Project)

This **BELOW MARKET RATE HOUSING AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS** (“**Agreement**”) is entered into as of _____, 2023 (“**Effective Date**”), by and between the City of Menlo Park, a California municipal corporation (“**City**”), and SI 60, LLC, a California limited liability company (“**Owner**”). City and Owner may be referred to individually as a “**Party**” or collectively as the “**Parties**” in this Agreement.

RECITALS

A. Owner is the owner of that certain real property located at 119, 123, 125, and 127 Independence Drive (APNs 055-236-180, 055-236-140, and 055-236-240), 1205 Chrysler Drive (APN 055-236-300), and 130 Constitution Drive (APN 055-236-280), in the City of Menlo Park, California (“**Project Site**”). A parcel to be created at the approximate location commonly known as 130 Constitution Drive (“**Property**”) as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, is the parcel subject to the Agreement.

B. Owner applied to demolish existing office and industrial buildings, totaling approximately 103,983 square feet, and to redevelop the site with a new multifamily residential project with 316 rental units (“**Apartment Project**”), 116 for sale townhome units, and associated open space, circulation, parking and infrastructure improvements (collectively, the “**Project**”).

C. Menlo Park Municipal Code Chapter 16.96, the Below Market Rate Housing Program (“**BMR Ordinance**”), and the Below Market Rate Housing Program Guidelines (“**Guidelines**”) require the Owner to provide fifteen percent (15%) of the total number of units in the Project as affordable to below market rate (“**BMR**”) households. To satisfy the requirements of the BMR Ordinance and Guidelines, Owner has proposed (the “**BMR Proposal**”) to provide BMR units as follows: fifty-six (56) rental units to BMR households (“**BMR Rental Units**” or “**BMR Units**”) (the BMR Rental Units are comprised of 48 units provided to satisfy the BMR Ordinance requirements and eight (8) units provided as a community amenity in exchange for increased density on the Property) and eighteen (18) for-sale units to BMR households (“**BMR**”).

For-Sale Units”) for a total of seventy-four (74) BMR Units. The Agreement addresses only the BMR Rental Units. The BMR For-Sale Units are addressed in a separate agreement.

D. On _____, 2023, after a duly noticed public hearing, the Housing Commission recommended approval the BMR Proposal with seventy-four (74) low income units (“**Low Income Units**”). The initial allocation of BMR Rental Units across the Apartment Project is more particularly described on Exhibit B, attached hereto and incorporated herein by this reference.

E. On _____, 2023, after a duly noticed public hearing, and on the recommendation of the Housing Commission, the Planning Commission certified the environmental impact report approved a conditional use permit, architectural control, form affordable housing agreements, and incentives/concessions and waivers in accordance with State Density Bonus Law (Government Code section 65915) and recommended that the City Council approve a Vesting Tentative Map and the BMR Proposal for the Project. On _____, 2023, after a duly noticed public hearing, and on the recommendation of the Housing Commission and the Planning Commission, the City Council approved a Vesting Tentative Map and the BMR Proposal for the Project. The Planning Commission and City Council actions are collectively the “**Project Approvals.**”

F. The Project Approvals require the Owner to provide BMR Rental Units in accordance the BMR Proposal. In accordance with the BMR Ordinance and Guidelines and State Density Bonus Law (Government Code section 65915), Owner is required to execute and record an approved BMR Housing Agreement for the BMR Rental Units as a condition precedent to the issuance of a building permit for the Apartment Project. This Agreement is intended to satisfy that requirement.

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

1. CONSTRUCTION OF THE APARTMENT PROJECT.

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

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

1.3 Compliance with Laws. Owner shall carry out the design, construction and operation of the Apartment Project in conformity with all applicable laws, including all applicable state labor standards, City zoning and development standards, building, plumbing, mechanical and

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

2. OPERATION OF THE BMR UNITS

2.1 Affordability Period. The Property, provided that the Apartment Project remains on the Property, shall be subject to the requirements of this Agreement from the date that the City issues a final certificate occupancy for the Apartment Project until the 55th anniversary of such date. The duration of this requirement shall be known as the “**Affordability Period.**”

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

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

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

a. In deeds, the following language shall appear:

(1) Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that there shall be no

discrimination against or segregation of a person or of a group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land.

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

b. In leases, the following language shall appear:

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

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

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

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

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

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

3. AFFORDABILITY REQUIREMENTS.

3.1 BMR Rental Units. Owner agrees to make available, restrict occupancy to, and lease not less than fifty-six (56) BMR Rental Units, all of which will be Low Income Units, to Qualifying Households, as hereinafter defined, at an affordable rent, pursuant to the terms set forth below. The BMR Rental Units shall be of a quality comparable to all of the other rental units in the Project. The BMR Rental Units shall be initially distributed as set forth in Exhibit C, attached hereto and incorporated herein by this reference. Thereafter, the location of the individual BMR Rental Units may float to account for the next available unit requirement set forth below and as otherwise necessary for the professional maintenance and operation of the Project provided that the distribution of BMR Rental Units are equitably disbursed throughout the Project and the City's Director of Community Development ("**Director**") or the Director's designee shall be notified of any change or relocation of BMR Rental Units by Owner.

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

- a. **“Low Income Unit”**: means units restricted to households with incomes of not more than eighty percent (80%) of AMI. “AMI” means the median income for San Mateo County, California, adjusted for Actual Household Size, as published from time to time by the State of California Department of Housing and Community Development in Section 6932 of Title 25 of the California Code of Regulations or successor provision. Qualifying Households shall continue to qualify unless at the time of recertification, the household’s income exceeds the Low Income eligibility requirements, then the tenant shall no longer be qualified. Upon Owner’s determination that any such household is no longer qualified, the unit shall no longer be deemed a Low Income Unit. the Owner shall notify the Tenant that the Tenant is no longer eligible for the Low Income Unit and the Tenant’s rent will be increased to a market rate rent upon the later of sixty (90) days’ notice or the renewal of the Tenant’s lease. The City may grant an extension of the date to vacate if the City or its designee makes a finding there are unique circumstances and the ninety (90) day notice to vacate creates a substantial hardship for the household. The Owner shall either make the next available unit, which is comparable in terms of size, features and number of bedrooms, a Low Income Unit, or take other actions as may be necessary to ensure that the total required number of Low Income Units are rented to Qualifying Households. Owner shall notify the City annually if Owner substitutes a different unit for one of the designated Low Income Units pursuant to this paragraph.

3.3 Income Verification and Annual Report. On or before July 1 of each year, commencing with the calendar year that the first residential unit in the Project is rented to a tenant, and annually thereafter, Owner shall obtain from each household occupying a BMR Rental Unit and submit to the City an income computation and certification form, completed by a tenant of such unit, which shall certify that the income of each Qualifying Household is truthfully set forth in the income certification form, in the form proposed by the Owner and approved by the Director or the Director’s designee (“**Annual Report**”). Owner shall make a good faith effort to verify that each household leasing a BMR Rental Unit meets the income and eligibility restrictions for the BMR Rental Unit by taking by taking the following steps as a part of the verification process: (a) obtain a minimum of the three (3) most current pay stubs for all adults age eighteen (18) or older; (b) obtain an income tax return for the most recent tax year; (c) conduct a credit agency or similar search; (d) obtain the three (3) most current savings and checking account bank statements; (e) obtain an income verification form from the applicant's current employer; (f) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (g) if the applicant is unemployed and has no such tax return, obtain another form of independent verification. Copies of tenant income certifications shall be available to the City upon request. The Annual Report shall, at a minimum, include the following information for each BMR Rental Unit: unit number, number of bedrooms, current rent and other charges, number of people residing in the unit, total household Gross Income, and lease commencement and termination dates. The Report shall also provide a statement of the owner’s management policies, communications with the tenants and maintenance of the BMR Rental Unit, including a statement of planned repairs to be made and the dates for the repairs. Finally, the Annual Report shall include a list of any BMR

Rental Units that were vacant at any point during the reporting period, the date that the BMR Rental Unit was vacated, and the date that the BMR Rental Unit was occupied by a new Qualifying Tenant.

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

- a. **“Low Income Household”:** shall be 1/12th of 30 percent of not to exceed 80 percent of the AMI. The Monthly Rent for a Low Income Unit rented to a Low Income Household and paid by the household shall be based on an assumed average occupancy per unit of one person per studio unit, 2 persons for a one-bedroom unit, 3 persons for a two-bedroom unit and 4 persons for a three-bedroom unit, unless otherwise approved by the Director or the Director’s designee for an unusually large unit with a maximum of two persons per bedroom, plus one.

For purposes of this Agreement, **“Monthly Rent”** means the total of monthly payments actually made by the household for (a) use and occupancy of each BMR Rental Unit and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by Owner which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, and which are not paid directly by Owner, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone or internet service, which reasonable allowance for utilities is set forth in the County of San Mateo’s Utility Allowance Schedule for detached homes, apartments, condominiums and duplexes, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Owner. Pursuant to the Guidelines, in no case shall the Monthly Rent for a BMR Rental Unit exceed 75 percent of comparable market rate rents. The City may request data regarding the three most recent market rate rentals within the Project to verify comparable market rate rents.

3.5 Agreement to Limitation on Rents. As described in Recital E above, Owner is developing at the bonus level of development and receiving assistance under State Density Bonus Law, as authorized by Chapter 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code. Sections 1954.52(b) and 1954.53(a)(2) of the Costa-Hawkins Act provide that, where a developer has received such assistance, certain provisions of the Costa-Hawkins Act do not apply if a developer has so agreed by contract. Owner hereby agrees to limit Monthly Rent as provided in this Agreement in consideration of Owner’s receipt of the assistance and further agrees that any limitations on Monthly Rents imposed on the BMR Rental Units are in conformance with the Costa- Hawkins Act. Owner further warrants and covenants that the terms of this Agreement are fully enforceable.

3.6 Lease Requirements. No later than 180 days prior to the initial lease up of the BMR Rental Units, Owner shall submit a standard lease form to the City for approval by the Director or the Director’s designee. The City shall reasonably approve such lease form upon finding that such lease form is consistent with this Agreement and contains all of the provisions required pursuant to the Guidelines. The City's failure to respond to Owner's request for approval of the standard lease form within thirty (30) business days of City's receipt of such lease, shall be

deemed City's approval of such lease form. Owner shall enter into a written lease, in the form approved by the City, with each new tenant of a BMR Rental Unit prior to a tenant or tenant household's occupancy of a BMR Rental Unit. Each lease shall be for an initial term of not less than one year which may be renewed pursuant to applicable local and State laws, and shall not contain any of the provisions which are prohibited pursuant to the Guidelines, local, state and Federal laws.

3.7 Selection of Tenants. Each BMR Rental Unit shall be leased to tenant(s) selected by Owner who meet all of the requirements provided herein, and, to the extent permitted by law, with priority given to those eligible households who either live or work in the City of Menlo Park, or meet at least one of the other preferences identified in the most recently adopted Guidelines. The City's BMR Administrator, on behalf of the City will provide to Owner the names of persons who have expressed interest in renting BMR Rental Units for the purposes of adding such interested persons to Owner's waiting list, to be processed in accordance with Owner's customary policies. Owner shall not refuse to lease to a holder of a certificate or a rental voucher under the Section 8 program or other tenant-based assistance program, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria.

3.8 BMR Proposal and Density Bonus Law Approval. The Project Approvals include approved incentives/concessions and waivers under the State Density Bonus Law, attached hereto as Exhibit [redacted]. This Agreement shall be subject to and interpreted to be consistent with the approved incentives/concessions and waivers granted pursuant to the State Density Bonus Law.

4. DEFAULT AND REMEDIES

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

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

4.3 Obligations Personal to Owner. The liability of Owner under this Agreement to any person or entity is limited to Owner's interest in the Project, and the City and any other such persons and entities shall look exclusively thereto for the satisfaction of obligations arising out of this Agreement or any other agreement securing the obligations of Owner under this Agreement. From and after the date of this Agreement, no deficiency or other personal judgment, nor any order or decree of specific performance (other than pertaining to this Agreement, any agreement pertaining to any Project or any other agreement securing Owner's obligations under this

Agreement), shall be rendered against Owner, the assets of Owner (other than Owner's interest in the Project), its partners, members, successors, transferees or assigns and each of their respective officers, directors, employees, partners, agents, heirs and personal representatives, as the case may be, in any action or proceeding arising out of this Agreement or any agreement securing the obligations of Owner under this Agreement, or any judgment, order or decree rendered pursuant to any such action or proceeding. No subsequent Owner of the Project shall be liable or obligated for the breach or default of any obligations of Owner under this Agreement on the part of any prior Owner. Such obligations are personal to the person who was the Owner at the time the default or breach was alleged to have occurred and such person shall remain liable for any and all damages occasioned thereby even after such person ceases to be the Owner. Each Owner shall comply with and be fully liable for all obligations the Owner hereunder during its period of ownership of the Project.

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

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

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

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

4.8 Non-Liability of City Officials and Employees. No member, official, employee or agent of the City shall be personally liable to Owner or any occupant of any BMR Unit, or any successor in interest, in the event of any default or breach by the City or for any amount which

percentage of new housing is made available at affordable housing cost to persons and families of very low, low and moderate incomes as required by the Guidelines. No other person or persons, other than the City and Owner and their assigns and successors, shall have any right of action hereon.

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

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

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

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

5.10 Indemnification. To the greatest extent permitted by law, Owner shall indemnify, defend (with counsel reasonably approved by City) and hold the City, its heirs, successors and assigns (the “**Indemnitees**”) harmless from and against any and all demands, losses, claims, costs and expenses, and any other liability whatsoever, including without limitation, reasonable accountants’ and attorneys’ fees, charges and expense (collectively, “**Claims**”) arising directly or indirectly, in whole or in part, as a result of or in connection with Owner’s construction, management, or operation of the Property and the Project or any failure to perform any obligation as and when required by this Agreement. Owner’s indemnification obligations under this Section 6.10 shall not extend to Claims to the extent resulting from the gross negligence or willful misconduct of Indemnitees. The provisions of this Section 6.10 shall survive the expiration or earlier termination of this Agreement, but only as to claims arising from events occurring during the Affordability Period.

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

5.12 Transfer and Encumbrance.

5.12.1 Restrictions on Transfer and Encumbrance. During the term of this

Agreement, except as permitted pursuant to this Agreement, Owner shall not directly or indirectly, voluntarily, involuntarily or by operation of law make or attempt any total or partial sale, transfer, conveyance, assignment or lease (other than a lease of a BMR Rental Unit on an approved form under Section 3.6 hereof to a qualified tenant as described in Section 3.7 hereof) (collectively, “**Transfer**”) of the whole or any part of any BMR Rental Unit, without the prior written consent of the City, which approval shall not be unreasonably withheld. In addition, prior to the expiration of the term of this Agreement, except as expressly permitted by this Agreement, Owner shall not undergo any significant change of ownership without the prior written approval of City, which shall not be unreasonably withheld. For purposes of this Agreement, a “significant change of ownership” shall mean a transfer of the beneficial interest of more than twenty-five percent (25%) in aggregate of the present ownership and /or control of Owner, taking all transfers into account on a cumulative basis; provided however, neither the admission of an investor limited partner, nor the transfer by the investor limited partner to subsequent limited partners shall be restricted by this provision.

5.12.2 Permitted Transfers. The prohibitions on Transfer set forth herein shall not be deemed to prevent: (i) the granting of easements or permits to facilitate development of the Property; (ii) assignments creating security interests for the purpose of financing the acquisition, construction, or permanent financing of the Project or the Property, or Transfers directly resulting from the foreclosure of, or granting of a deed in lieu of foreclosure of, such a security interest; or (iii) transfers between entities owned or controlled by the Sobrato Organization.

5.12.3 Requirements for Proposed Transfers. The City may, in the exercise of its discretion, not to be unreasonably withheld, consent to a proposed Transfer of this Agreement and/or a BMR Rental Unit if all of the following requirements are met (provided however, the requirements of this Section 5.12.3 shall not apply to Transfers described in clauses (i), (ii), or (iii) of Section 5.12.2.

(i) The proposed transferee demonstrates to the City’s satisfaction that it has the qualifications, experience and financial resources necessary and adequate as may be reasonably determined by the City to competently complete and manage the Project and to otherwise fulfill the obligations undertaken by the Owner under this Agreement.

(ii) The Owner and the proposed transferee shall submit for City review and approval all instruments and other legal documents proposed to effect any Transfer of all or any part of or interest in the BMR Rental Unit or this Agreement together with such documentation of the proposed transferee’s qualifications and development capacity as the City may reasonably request.

(iii) The proposed transferee shall expressly assume all of the rights and obligations of the Owner under this Agreement arising after the effective date of the Transfer and all obligations of Owner arising prior to the effective date of the Transfer (unless Owner expressly remains responsible for such obligations) and shall agree to be subject to and assume all of Owner’s obligations pursuant to conditions, and restrictions set forth in this Agreement.

(iv) The Transfer shall be effectuated pursuant to a written instrument

satisfactory to the City in form recordable in the Official Records.

Consent to any proposed Transfer may be given by the Deputy Director unless the Deputy Director, in his or her discretion, refers the matter of approval to the City Council. If the City has not rejected a proposed Transfer or requested additional information regarding a proposed Transfer in writing within forty-five (45) days following City's receipt of written request by Owner, the proposed Transfer shall be deemed approved.

5.13 Effect of Transfer without City Consent. In the absence of specific written agreement by the City, no Transfer of any BMR Rental Unit shall be deemed to relieve the Owner or any other party from any obligation under this Agreement. This Section 5.12 shall not apply to Transfers described in clauses (i) and (ii) of Section 5.12.2.

5.14 Recovery of City Costs. Owner shall reimburse City for all reasonable City costs, including but not limited to reasonable attorneys' fees, incurred in reviewing instruments and other legal documents proposed to effectuate a Transfer under this Agreement and in reviewing the qualifications and financial resources of a proposed successor, assignee, or transferee within ten (10) days following City's delivery to Owner of an invoice detailing such costs.

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

SIGNATURES ON FOLLOWING PAGE(S).

OWNER:

[Sobrato SPE], a California limited liability company

By: _____

Its:

CITY:

CITY OF MENLO PARK, a California municipal corporation

By: _____

City Manager

ATTEST:

By: _____
City Clerk

List of Exhibits:

- Exhibit A: Property Description
- Exhibit B: Allocation of the BMR Units
- Exhibit C: BMR Unit Locations
- Exhibit D: Insurance Requirements
- Exhibit E: State Density Bonus Law Request Approval

Exhibit A
Property Description

Exhibit B
Allocation of BMR Units in the Project

BMR Rental Units	Low
Studio apartment	16
1 bedroom apartment	33
2 bedroom apartment	7
Total - BMR Rental Units	56

Exhibit C
BMR Unit Locations

Exhibit D Insurance Requirements

Prior to initiating work on the Project and continuing throughout the Affordability Period, Owner shall obtain and maintain the following policies of insurance and shall comply with all provisions set forth in this Exhibit.

1. General Requirements. Owner shall procure and maintain the following insurance providing coverage against claims for injuries to persons or damages to property that may arise from or in connection with the Project, construction, management, or operation of the Property by the Owner or the Owner's agents, representatives, employees and contractors, or subcontractors, including the following:

(a) Commercial General Liability: The Owner and all contractors working on behalf of Owner on the Property shall maintain a commercial general liability policy in an occurrence policy for protection against all claims arising from injury to person or persons not in the employ of the Owner and against all claims resulting from damage to any property due to any act or omission of the Owner, its agents, or employees in the conduct or operation of the work or the execution of this Agreement. Such insurance shall include products and completed operations liability, blanket contractual liability, personal injury liability, and broad form property damage coverage. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage.

(b) Commercial Automobile Liability: The Owner and all contractors working on behalf of Owner on the Property shall maintain insurance for protection against all claims arising from the use of vehicles, owned, hired, non-owned, or any other vehicle in connection with the Project, construction, operation or management of the Property. Such insurance shall cover the use of automobiles and trucks on and off the site of the Property. Coverage shall be at least as broad as Insurance Services Office covering Commercial Automobile Liability, any auto, owned, non-owned and hired auto.

(c) Workers' Compensation Insurance: The Owner (and the general partners thereof) shall furnish or cause to be furnished to City evidence satisfactory to City that Owner (and the general partners thereof), and any contractor with whom Owner has contracted for the performance of work on the Property or otherwise pursuant to this Agreement, shall maintain Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance.

(d) Builder's Risk: Upon commencement of any construction work on the Property, Owner and all contractors working on behalf of Owner shall maintain a policy of builder's all-risk insurance in an amount not less than the full insurable cost of the Project on a replacement cost basis naming City as loss payee as its interests may appear.

(e) Professional Liability/Errors and Omissions: Owner shall require any architects, engineers, and general contractors working on the Property to maintain Professional Liability/Errors and Omissions insurance with limits not less than Two Million Dollars (\$2,000,000) each claim. Certificates evidencing this coverage must reference both the Owner and the Indemnitees. If the professional liability/errors and omissions insurance is written on a

claims made form: (i) the retroactive date must be shown and must be before the Effective Date, (ii) insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of Project construction, and (iii) if coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the Effective Date, Owner must purchase, or require the provision of, extended period coverage for a minimum of three (3) years after completion of construction.

(f) Property: Owner shall maintain property insurance covering all risks of loss, including earthquake and flood (if required) for 100% of the replacement value of the Project with deductible, if any, in an amount acceptable to City, and as commercially available.

2. Minimum Limits; Adjustments. Insurance shall be maintained with limits no less than the following:

(a) Commercial General Liability and Property Damage: \$2,000,000 per occurrence and \$5,000,000 annual aggregate for bodily injury, personal injury and property damage; provided however, with City's advance written approval, subcontractors may maintain liability coverage with limits not less than \$1,000,000 per occurrence, \$2,000,000 annual aggregate.

(b) Products and Completed Operations: \$3,000,000 per occurrence/aggregate. Subcontractors may maintain Products and Completed Operations with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.

(c) Commercial Automobile Liability: \$2,000,000 combined single limit.

(d) Employer's Liability:

Bodily Injury by Accident - \$1,000,000 each accident.

Bodily Injury by Disease - \$1,000,000 policy limit.

Bodily Injury by Disease - \$1,000,000 each employee.

(e) Professional Liability/Errors and Omissions: \$2,000,000 per occurrence or claim. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work. Subcontractors are required to carry coverage if their scope of work includes design services to the Project.

Coverage limits, and if necessary, the terms and conditions of insurance, shall be reasonably adjusted from time to time (not less than every five (5) years after the Effective Date nor more than once in every three (3) year period) to address changes in circumstance, including, but not limited to, changes in inflation and the litigation climate in California. City shall give written notice to Owner of any such adjustments, and Owner shall provide City with amended or new insurance certificates or endorsements evidencing compliance with such adjustments within thirty (30) days following receipt of such notice.

3. Deductibles and Self-Insured Retention. Any deductibles or self-insured retention must be

declared to, and approved by, the City. Payment of all deductibles and self-insured retentions will be the responsibility of Owner. If the City determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects the Indemnitees or Owner shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense.

4. Additional Requirements. The required general liability and automobile policies shall contain, or be endorsed to contain, the following provisions:

(a) The Indemnitees are to be covered as Additional Insureds as respects: liability arising out of activities performed by or on behalf of the Owner; products and completed operations of the Owner; premises owned, occupied or used by the Owner; or automobiles owned, leased, hired or borrowed by the Owner. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees. Additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(b) All insurance shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees shall be excess of the Owner's/contractor's insurance and shall not contribute with it.

(c) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Indemnitees.

(d) The Owner's insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer's liability.

(e) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

(f) If any insurance policy or coverage required hereunder is canceled or reduced, Owner shall, within five (5) days after receipt of notice of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon failure to so file such certificate, City may, without further notice and at its option, procure such insurance coverage at Owner's expense, and Owner shall promptly reimburse City for such expense upon receipt of billing from City.

(g) Owner agrees to waive subrogation rights for commercial general liability, automobile liability and worker's compensation against Indemnitees regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with any construction on the Property to do likewise. Each insurance policy shall contain a waiver of subrogation for the benefit of City. If any required insurance is provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal

defense costs are included in such annual aggregate limit, such annual aggregate limit shall be three times the applicable occurrence limits specified above.

(h) It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirement and/or limits shall be available to the additional insured. Furthermore, the requirement for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. For all liability insurance required by this Agreement, Owner (and Owner's contractors, as applicable) shall obtain endorsements that name the Indemnitees as additional insured in the full amount of all applicable policies, notwithstanding any lesser minimum limits specified in this Agreement. This Agreement requires Owner (and Owner's contractors, as applicable) to obtain and provide for the benefit of the Indemnitees, additional insured coverage in the same amount of insurance carried by Owner (or Owner's contractors, as applicable), but in no event less than the minimum amounts specified in this Agreement. In the event that Owner (or Owner's contractors as applicable) obtains insurance policies that provide liability coverage in excess of the amounts specified in this Agreement, the actual limits provided by such policies shall be deemed to be the amounts required under this Agreement. Without limiting the foregoing, the limits of liability coverage specified in this Agreement are not intended, nor shall they operate, to limit City's ability to recover amounts in excess of the minimum amounts specified in this Agreement.

(i) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

5. Acceptability of Insurers. Companies writing the insurance required hereunder shall be licensed to do business in the State of California. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

6. Verification of Coverage. Prior to the Effective Date of this Agreement, Owner shall furnish City with certificates of insurance in form acceptable to City evidencing the insurance coverage required under paragraphs (a), (b), (c), and (e) of Section 1 above, duly executed endorsements evidencing the Indemnitees' status as additional insured, and all other endorsements and coverage required hereunder pertaining to such coverage. Prior to commencement of any construction work on the Property, Owner shall furnish City with certificates of insurance in form acceptable to City evidencing the insurance coverage required under paragraphs (d) and (g) of Section 1 above. Prior to City's issuance of a final certificate of occupancy or equivalent for the Project, Owner shall furnish City with certificates of insurance in form acceptable to City evidencing the insurance coverage required under paragraph (f) of Section 1 above. Owner shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.

7. Insurance Certificates and Endorsements. Owner shall submit to the City all of the

necessary insurance documents, including the applicable amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of required Owner policies listing all required policy endorsements to the City. Insurance Certificates and Endorsements are to be received and approved by the City within the time periods specified in Section 6 above. Should Owner cease to have insurance as required at any time, all work by Owner pursuant to this Agreement shall cease until insurance acceptable to the City is provided. Upon City's request, Owner shall, within thirty (30) days of the request, provide or arrange for the insurer to provide to City, complete certified copies of all insurance policies required under this Agreement. City's failure to make such request shall not constitute a waiver of the right to require delivery of the policies in the future.

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

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

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

**BELOW MARKET RATE HOUSING AGREEMENT
AND DECLARATION OF RESTRICTIVE COVENANTS**

(123 Independence Drive Project - Ownership)

This **BELOW MARKET RATE HOUSING AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS** (“**Agreement**”) is entered into as of _____, 2023 (“**Effective Date**”), by and between the City of Menlo Park, a California municipal corporation (“**City**”) and Habitat for Humanity Greater San Francisco Inc., a California nonprofit public benefit corporation (“**Developer**”). The City and the Developer are collectively referred to herein as the “**Parties**.”

RECITALS

A. Developer is the owner of that certain real property at the approximate location commonly known as [need to describe] in the City of Menlo Park, California and as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, is the parcel subject to the Agreement (the “**Property**”).

B. Developer intends to construct a residential condominium project on the Property that will consist of 18 for-sale dwelling units together with parking and related improvements (collectively, the “**Project**”). The Project is part of a larger, mixed-income housing development project commonly known as the 123 Independence Drive Project (“**123 Independence Project**”).

C. Menlo Park Municipal Code Chapter 16.96, the Below Market Rate Housing Program (“**BMR Ordinance**”), and the Below Market Rate Housing Program Guidelines (“**Guidelines**”) require a developer to provide fifteen percent (15%) of the total number of units in a project as affordable to below market rate (“**BMR**”) households. To satisfy the requirements of the BMR Ordinance and Guidelines, the project sponsor of the 123 Independence Project has proposed (the “**BMR Proposal**”) to provide BMR units as follows: fifty-six (56) rental units to BMR households (“**BMR Rental Units**”) and eighteen (18) for-sale units to BMR households (“**BMR For-Sale Units**”) and together with BMR Rental Units, “**BMR Units**”) for a total of seventy-four (74) BMR Units. The Agreement addresses only the BMR For-Sale Units. The BMR Rental Units are addressed in a separate agreement.

D. On _____, 2023, after a duly noticed public hearing, the Housing Commission recommended approval the BMR Proposal, including eighteen (18) low-income for-sale units, the BMR For-Sale Units.

E. On _____, 2023, after a duly noticed public hearing, and on the recommendation of the Housing Commission, the Planning Commission certified the environmental impact report approved a conditional use permit, architectural control, form affordable housing agreements, and incentives/concessions and waivers in accordance with State Density Bonus Law (Government Code section 65915) and recommended that the City Council approve a Vesting Tentative Map and the BMR Proposal for the Project. On _____, 2023, after a duly noticed public hearing, and on the recommendation of the Housing Commission and the Planning Commission, the City Council approved a Vesting Tentative Map and the BMR Proposal for the Project. The Planning Commission and City Council actions are collectively the “**Project Approvals.**”

F. The Project Approvals require the Developer to provide the BMR For-Sale Units in accordance the BMR Proposal. In accordance with the BMR Ordinance and Guidelines and State Density Bonus Law (Government Code section 65915), Developer is required to execute and record an approved BMR Housing Agreement for the BMR For-Sale Units as a condition precedent to the issuance of a building permit for the Project. This Agreement is intended to satisfy that requirement.

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

1. Definitions. The following terms have the meanings set forth in this Section wherever used in this Agreement or the attached exhibits.

“**Actual Household Size**” means the actual number of persons in the applicable household.

“**Affordable Housing Cost**” means a monthly obligation to pay mortgage payments (principal and interest), property taxes, property insurance, mortgage insurance (if required by mortgage lender), utilities, and homeowners’ association dues (if applicable) in an aggregate amount not greater than one-twelfth of thirty percent (30%) of household Gross Income. For the purpose of calculating Affordable Housing Cost, mortgage payments that the homeowner is required to pay on a current basis are included, but “silent” mortgages that do not require payment of principal and interest are excluded.

“**Affordable Sales Price**” means the maximum sales price for a BMR For-Sale Unit as determined pursuant to Section 2.4 below that will result in an Affordable Housing Cost for the homebuyer.

“**Applicable Rules and Regulations**” means the City, State of California, and federal rules and regulations applicable to the Project, including, but not limited to local, State of California, and federal fair housing laws and regulations.

"Area Median Income" or "AMI" means the median income for San Mateo County, California, adjusted for Actual Household Size as determined by the U.S. Department of Housing and Urban Development (HUD) pursuant to Section 8 of the United States Housing Act of 1937 and as published from time to time by the State of California Department of Housing and Community Development (HCD) in Section 6932 of Title 25 of the California Code of Regulations or successor provision.

"BMR For-Sale Units" is defined in Recital C.

"City" means the City of Menlo Park, a California municipal corporation.

"Claims" means liabilities, losses, costs, expenses (including without limitation reasonable attorneys' fees and costs of litigation), claims, demands, actions, suits, judicial or administrative proceedings, penalties, deficiencies, fines, orders, and damages.

"Developer" is defined in the preamble to this Agreement.

"Eligible Household" means a Low Income Household.

"Event of Default" is defined in Section 10.1.

"Gross Income" shall have the meaning set forth in Section 6914 of Title 25 of the California Code of Regulations as such section may be revised from time to time.

"HUD" means the U.S. Department of Housing and Urban Development.

"Indemnitees" means the City and its elected and appointed officers, officials, employees, agents, and representatives.

"Low-Income Household" means a household whose Gross Income does not exceed the qualifying limit for lower income households as established and amended from time to time by the U.S. Department of Housing and Urban Development ("**HUD**") pursuant to Section 8 of the United States Housing Act of 1937 and published by the California Department of Housing and Community Development ("**HCD**") pursuant to Section 50079.5 of the California Health and Safety Code, adjusted for Actual Household Size.

"Official Records" means the Official Records of the San Mateo County Clerk-Recorder.

"Third-Party Lender" is defined in Section 9.6.

2. Use and Affordability Restrictions. Developer hereby covenants and agrees, for itself and its successors and assigns, that throughout the term of this Agreement (as defined in Section 4.1), the BMR For-Sale Units shall be used solely for sale at Affordable Sales Prices to Eligible Households as set forth in this Agreement. Developer represents and warrants that it has not entered into any agreement that would restrict or compromise its ability to comply with the occupancy and affordability restrictions set forth in this Agreement, and Developer covenants that

it shall not enter into any agreement that is inconsistent with such restrictions without the express written consent of City.

2.1 BMR For-Sale Units. For the ninety-nine (99)-year period commencing upon the date of City's issuance of a final certificate of occupancy following completion of construction of each BMR For Sale Unit ("**Affordability Period**"), the BMR For-Sale Units shall be subject to the affordability and occupancy requirements of this Agreement. Notwithstanding anything to the contrary in the City's BMR Guidelines or this Agreement, the BMR For-Sale Units shall be operated in accordance with the Project's approved BMR Proposal, including the approved reasonably equivalent alternatives to the BMR Guidelines under Section 13, attached hereto as Exhibit D.

2.2 Occupancy as Principal Residence; No Short-term Rentals. The BMR For-Sale Units must be occupied as the principal residence of the homeowner. The homeowner disclosures must provide that the prospective purchaser acknowledges and agrees that the BMR-For Sale Unit must be occupied as the household's principal residence, and that the unit may not be subleased or made available as a short-term rental.

2.3 Non-Discrimination; Compliance with Fair Housing Laws.

2.3.1 Fair Housing. Developer shall comply with state and federal fair housing laws in the marketing and sale of the BMR For-Sale Units in the Project.

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

a. In deeds, the following language shall appear:

(1) Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of a person or of a group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants,

sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land.

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

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

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

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

2.4 Sale of BMR For-Sale Units; Determination of Affordable Sales Price.

2.4.1 The BMR For-Sale Units may be sold only to Eligible Households and must be sold at a sales price that will result in Affordable Housing Cost to the homebuyer based on the homebuyer's household Gross Income.

2.4.2 The sale price of each BMR For-Sale Unit may not exceed the lesser of the Affordable Sales Price and the fair market value. The Affordable Sales Price calculation shall take into consideration the interest rate and down payment requirements of all financing for the applicable unit included in the Affordable Housing Cost. City and Developer agree to meet and confer in good faith if City disagrees with Developer's calculation of the Affordable Sales Price.

2.4.3 No less than 90 days prior to offering a BMR For-Sale Unit for sale, Developer shall provide the City with written notice of its calculation of the Affordable Sales Price, calculated in accordance with this Agreement, for such BMR For-Sale Unit for the City's review and approval. Within 20 days of City's receipt of Developer's calculation of Affordable Sales Price accompanied by all applicable financing information for such units, including without limitation, all financing provided by Developer and all "silent" mortgages that require no debt service payments, City shall provide Developer with its approval or rejection of the Affordable Sales Price.

3. Reporting Requirements; Records; Inspections. Throughout the Affordability Period, Developer shall comply with all applicable recordkeeping and monitoring requirements set forth in the Guidelines, attached as Exhibit [], or, at the Developer's election, applicable recordkeeping and monitoring requirements in updated Guidelines related to the initial sale of each BMR For-Sale Unit. City shall have the right to inspect the books and records of Developer and its sales agent(s) or bookkeeper upon reasonable notice during normal business hours. Representatives of the City shall be entitled, upon at least 48-hour prior written notice, which can be provided via email, to inspect the records of the Project with respect to the BMR For-Sale Units, and to conduct, or cause to be conducted, an independent audit or inspection of such records. Developer agrees to maintain records in businesslike manner, and to maintain such records for Affordability Period.

4. Term of Agreement.

4.1 Term of Restrictions. This Agreement shall remain in effect until the earlier of the ninety-ninth (99th) anniversary of the Effective Date or the initial sale of all BMR For-Sale Units in accordance with the provisions of this Agreement.

4.2 Effectiveness Succeeds Conveyance of Property. This Agreement shall remain effective and fully binding for the full term hereof regardless of any sale, assignment, transfer, or conveyance of the Property or the Project or any part thereof or interest therein; provided however, that upon initial sale of each BMR For-Sale Unit and recordation of a fully executed Resale Restriction Agreement (a form of which is attached as Exhibit C hereto), such BMR For-Sale Unit shall be released from this Agreement (a form of which is attached as Exhibit D hereto), and the Developer's obligations under this Agreement with respect to each such BMR For-Sale Unit shall terminate unless otherwise provided for herein.

4.3 Reconveyance. Upon the termination of this Agreement, the Parties agree to execute and record appropriate instruments to release and discharge this Agreement; provided, however, the execution and recordation of such instruments shall not be necessary or a prerequisite to the termination of this Agreement upon the expiration of the term.

5. Binding Upon Successors; Covenants to Run with the Land.

5.1 Requirements Run with the Land. Developer hereby subjects its interest in the Property and the Project to the covenants and restrictions set forth in this Agreement. The City and Developer hereby declare their express intent that the covenants and restrictions set forth herein shall be deemed covenants running with the land and shall be binding upon and inure to

the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of Developer and City, regardless of any sale, assignment, conveyance or transfer of the Property, the Project or any part thereof or interest therein. Any successor-in-interest to Developer, including without limitation any purchaser, transferee or lessee of the Property or the Project shall be subject to all of the duties and obligations imposed hereby for the full term of this Agreement. Each and every contract, deed, ground lease or other instrument affecting or conveying the Property or the Project or any part thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, restrictions, duties and obligations set forth herein, regardless of whether such covenants, restrictions, duties and obligations are set forth in such contract, deed, ground lease or other instrument. If any such contract, deed, ground lease or other instrument has been executed prior to the date hereof, Developer hereby covenants to obtain and deliver to City an instrument in recordable form signed by the parties to such contract, deed, ground lease or other instrument pursuant to which such parties acknowledge and accept this Agreement and agree to be bound hereby.

5.2 Equitable Servitudes. Developer agrees for itself and for its successors that in the event that a court of competent jurisdiction determines that the covenants herein do not run with the land, such covenants shall be enforced as equitable servitudes against the Property and the Project in favor of City.

5.3 Recordation of Resale Restriction Agreement. In connection with the sale of each BMR For-Sale Unit, the homebuyer shall be required to execute a Resale Restriction Agreement, substantially in the form attached hereto as Exhibit C. The Resale Restriction Agreement must be recorded against the BMR For-Sale Units in the Project at the closing for the sale of such unit.

6. Buyer Selection; Marketing.

6.1 Use of City List of Prospective Purchasers. The City may maintain a list of potential Eligible Households. Developer agrees to include any such list in marketing the BMR For-Sale Units, and agrees to honor any priorities established by such list or otherwise specified in this Agreement to the extent consistent with State and federal laws; provided however, Developer shall retain responsibility to verify prospective purchasers' income, qualifications, and eligibility to purchase a BMR For-Sale Unit.

6.2 Preferences. Through the review and approval of the Marketing Plan, Developer shall work with City to develop a methodology that will provide a preference in the sale of BMR For-Sale Units to Income Level Eligible Households that is consistent with the Guidelines, using the approach that is set forth in Exhibit G. Notwithstanding the foregoing, in the event of a conflict between this provision and Applicable Rules and Regulations, the provisions of such Applicable Rules and Regulations shall control.

6.3 Income Verification. Prior to entering into a contractual commitment to sell each BMR For-Sale Unit, Developer shall provide a certification to City attesting to the prospective buyer's Gross Income and status as an Eligible Household. In connection with such certification, prospective purchasers shall be required to provide written certification of household income,

including without limitation such documents as income tax returns for the previous calendar year, W-2 statements, and pay stubs.

6.4 Use of Qualified Brokers and Lenders. If Developer uses a third-party broker or lender in marketing the BMR For-Sale Units, Developer agrees to use a realtor or broker that has experience in marketing below market-rate units that require homebuyers to meet income qualifications and that require recordation of resale restriction agreements limiting appreciation on future sales, and agrees to use a realtor or broker that is on the City's approved list of realtors/brokers with such experience, if City maintains such a list. In addition, Developer agrees that the purchase of BMR For-Sale Units will be financed by lenders that are familiar with affordable housing programs that impose resale price restrictions, and agrees to work with lenders listed on the City's approved list of lenders with such experience if City maintains such a list.

6.5 Marketing Plan. Not fewer than 120 days before Developer begins offering BMR For-Sale Units for sale, Developer shall provide to the City, for its review and approval, the Developer's written marketing plan which shall address Developer's plan for marketing the BMR For-Sale Units for sale to Eligible Households, which plan shall incorporate the requirements set forth in this Section 6. Upon receipt of the marketing plan, the City shall promptly review the marketing plan and shall approve or disapprove it within thirty (30) days after submission. If the marketing plan is not approved, the Developer shall submit a revised marketing plan within thirty (30) days.

7. Maintenance and Insurance.

7.1 Maintenance. Developer shall maintain, or shall cause the homeowners' association for the Property ("**Homeowners' Association**") to maintain the Property in good physical condition, in good repair, ordinary wear and tear excepted, and in decent, safe, sanitary, habitable and tenantable living conditions. Without limiting the foregoing, Developer agrees to maintain or cause the Homeowners' Association to maintain the Property (including without limitation, landscaping, driveways, parking areas, and walkways) in a condition free of all waste, nuisance, debris, unmaintained landscaping, graffiti, disrepair, abandoned vehicles/appliances, and illegal activity, and shall take all reasonable steps to prevent the same from occurring on the Property. Developer shall prevent and/or rectify, or shall cause the Homeowners' Association to prevent and/or rectify, any physical deterioration of the Improvements and shall make all repairs, renewals and replacements necessary to keep the Property in good condition and repair, ordinary wear and tear excepted.

7.2 Insurance Coverage. Throughout the term of this Agreement, Developer shall comply, or cause the Homeowners' Association to comply, with the insurance requirements set forth in Exhibit B, and shall, at Developer's or Homeowners' Association expense, as applicable, maintain in full force and effect insurance coverage as specified in Exhibit B.

8. Recordation. This Agreement shall be recorded in the Official Records. Developer hereby represents, warrants and covenants that with the exception of easements of record, absent the written consent of City which City may grant or deny in the exercise in its reasonable discretion, this Agreement shall not be subordinated in priority to any lien pertaining to taxes or assessments, encumbrance, or other interest in the Property or the Project. If (other than those at the time this

Agreement is recorded), any interest, lien, or encumbrance has been recorded against the Project in position superior to this Agreement, upon the request of City, Developer hereby covenants and agrees to promptly undertake all action necessary to clear such matter from title or to subordinate such interest to this Agreement consistent with the intent of and in accordance with this Section 8, and to provide such evidence thereof as City may reasonably request.

9. Transfer and Encumbrance.

9.1 Restrictions on Transfer and Encumbrance. During the term of this Agreement, except as permitted pursuant to this Agreement, Developer shall not directly or indirectly, voluntarily, involuntarily or by operation of law make or attempt any total or partial sale, transfer, conveyance, assignment or lease (collectively, “**Transfer**”) of the whole or any part of the Property, the Project, or the improvements located on the Property, without the prior written consent of the City, which approval shall not be unreasonably withheld. In addition, prior to the expiration of the term of this Agreement, except as expressly permitted by this Agreement, Developer shall not undergo any significant change of ownership without the prior written approval of City. For purposes of this Agreement, a “significant change of ownership” shall mean a transfer of the beneficial interest of more than twenty-five percent (25%) in aggregate of the present ownership and /or control of Developer, taking all transfers into account on a cumulative basis; provided however, neither the admission of an investor/non-managing member, nor the transfer by such party’s interest to subsequent non-managing members shall be restricted by this provision.

9.2 Permitted Transfers. Subject to Section 9.3 below, the prohibitions set forth in this Article shall not be deemed to prevent: (i) the granting of temporary easements or permits to facilitate development of the Property; (ii) dedication of any property required pursuant to this Agreement; (iii) the sale of individual residences to homebuyers for occupancy as their principal residence in accordance with this Agreement; (iv) assignments creating security interests for the purpose of financing the acquisition, construction, or permanent financing of the Project in accordance with the approved Financing Plan as it may be updated with City’s reasonable approval, or Transfers directly resulting from the foreclosure of, or granting of a deed in lieu of foreclosure of, such a security interest; (v) a Transfer to an entity under the direct control of or under common control with Developer of an affiliate of Developer, or (vi) a Transfer to an entity owned or controlled by The Sobrato Organization.

9.3 Requirements for Proposed Transfers. The City may, in the exercise of its sole discretion, consent to a proposed Transfer of this Agreement, the Property, or part thereof if all of the following requirements are met (provided however, the requirements of this Section 9.9 shall not apply to Transfers described in clauses (i), (ii), (iii), or (iv) of Section 9.2:

(i) The proposed transferee demonstrates to the City’s satisfaction that it has the qualifications, experience and financial resources necessary and adequate as may be reasonably determined by the City to competently complete and manage the Project and to otherwise fulfill the obligations undertaken by the Developer under this Agreement.

(ii) The Developer and the proposed transferee shall submit for City review and approval all instruments and other legal documents proposed to effect any Transfer of all or any part of or interest in the Property, the Project or this Agreement together with such documentation of the proposed transferee's qualifications and development capacity as the City may reasonably request.

(iii) The proposed transferee shall expressly assume all of the rights and obligations of the Developer under this Agreement arising after the effective date of the Transfer and all obligations of Developer arising prior to the effective date of the Transfer (unless Developer expressly remains responsible for such obligations) and shall agree to be subject to and assume all of Developer's obligations pursuant to the Project Approvals and all other conditions, and restrictions set forth in this Agreement. The assumption of such obligations shall be documented in an assignment and assumption agreement in form approved by City.

(iv) The Transfer shall be effectuated pursuant to a written instrument satisfactory to the City in form recordable in the Official Records.

(v) As applicable, the final form of the Partnership Agreement, operating agreement, and other applicable governing documents of the transferee and any subsequent amendments that affect the City's economic interests under this Agreement shall be subject to City's review and approval.

Consent to any proposed Transfer may be given by the City's Authorized Representative unless the City's Authorized Representative, in his or her discretion, refers the matter of approval to the City Council. If the City has not rejected a proposed Transfer or requested additional information regarding a proposed Transfer in writing within forty-five (45) days following City's receipt of written request by Developer, the proposed Transfer shall be deemed approved.

Nothing in this Section 9.3 is intended to limit or modify the obligation of Developer to comply with all requirements set forth in this Agreement with respect to the Transfer of individual BMR For Sale Units to homebuyers.

9.4 Effect of Transfer without City Consent. In the absence of specific written agreement by the City, no Transfer by Developer shall be deemed to relieve the Developer or any other party from any obligation under this Agreement. It shall be an Event of Developer Default hereunder entitling City to pursue all available remedies at law or in equity, including without limitation, termination of this Agreement, if without the prior written approval of the City, Developer assigns or Transfers this Agreement, the Project, or the Property, or any part thereof of interest therein, or undergoes any other Transfer (including without limitation, any assignment for security or encumbrance of the Property, or the Project, or part thereof) in violation of Section 9. This Section 9.4 shall not apply to Transfers described in clauses (i), (ii), (iii), and (vi) of Section 9.2.

9.5 Recovery of City Costs. Within ten (10) days following City's delivery to Developer of an invoice detailing such costs, Developer shall reimburse City for all reasonable City costs, including but not limited to reasonable attorneys' fees, incurred in reviewing instruments and other legal documents proposed to effect a Transfer of this Agreement, the

Property, or the Project, or part thereof, and in reviewing the qualifications and financial resources of a proposed successor, assignee, or transferee.

9.6 Encumbrances. Developer agrees to use best efforts to ensure that all deeds of trust or other security instruments and any applicable subordination agreement recorded against the Property, the Project or part thereof for the benefit of a lender (“**Third-Party Lender**”) shall contain each of the following provisions: (i) Third-Party Lender shall use its best efforts to provide to City a copy of any notice of default issued to Developer concurrently with provision of such notice to Developer; and (ii) City shall have the reasonable right, but not the obligation, to cure any default by Developer within the same period of time provided to Developer for such cure extended by an additional ninety (90) days. Developer agrees to provide to City a copy of any notice of default Developer receives from any Third-Party Lender within three (3) business days following Developer’s receipt thereof.

9.7 Mortgagee Protection. No violation of any provision contained herein shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon all or any portion of the Project or the Property, and the purchaser at any trustee’s sale or foreclosure sale shall not be liable for any violation of any provision hereof occurring prior to the acquisition of title by such purchaser. Such purchaser shall be bound by and subject to this Agreement from and after such trustee’s sale or foreclosure sale. Promptly upon determining that a violation of this Agreement has occurred, City shall give written notice to the holders of record of any mortgages or deeds of trust encumbering the Project or the Property that such violation has occurred.

10. Default and Remedies.

10.1 Events of Default. The occurrence of any one or more of the following events shall constitute an event of default hereunder (“**Event of Default**”):

- (a) The occurrence of a Transfer in violation of Section 9 hereof;
- (b) Developer’s failure to maintain insurance on the Property and the Project as required hereunder, and the failure of Developer to cure such default within five (5) days;
- (c) Subject to Developer’s right to contest the following charges, Developer’s failure to pay taxes or assessments due on the Property or the Project or failure to pay any other charge that may result in a lien on the Property or the Project, and Developer’s failure to cure such default within twenty (20) days of delinquency, but in all events prior to the date upon which the holder of any such tax or other lien has the right to foreclose thereon;
- (d) A default arises under any loan secured by a mortgage, deed of trust or other security instrument recorded against the Property and remains uncured beyond any applicable cure period such that the holder of such security instrument has the right to accelerate repayment of such loan; and
- (e) Developer’s default in the performance of any term, provision or covenant under this Agreement (other than an obligation enumerated in this Section 10.1), and unless such

provision specifies a shorter cure period for such default, the continuation of such default for ten (10) days in the event of a monetary default or thirty (30) days in the event of a non-monetary default following the date upon which City shall have given written notice specifying the nature of the default to Developer, or if the nature of any such non-monetary default is such that it cannot be cured within thirty (30) days, Developer's failure to commence to cure the default within thirty (30) days and thereafter prosecute the curing of such default to completion with due diligence and in good faith, but in no event later than ninety (90) days from receipt of the notice of default.

10.2 Remedies. Upon the occurrence of an Event of Default and its continuation beyond any applicable cure period, City may proceed with any of the following remedies:

- A. Bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking declaratory relief;
- B. For violations of obligations with respect to Affordable Sales Prices chargeable to Eligible Households for the BMR For Sale Units, impose a charge in an amount equal to the actual amount collected in excess of the permitted Affordable Sales Price;
- C. Pursue any other remedy allowed at law or in equity.

Each of the remedies provided herein is cumulative and not exclusive. The City may exercise from time to time any rights and remedies available to it under applicable law or in equity, in addition to, and not in lieu of, any rights and remedies expressly provided in this Agreement.

11. Indemnity. To the greatest extent permitted by law, Developer shall indemnify, defend (with counsel approved by City) and hold the Indemnitees harmless from and against all Claims arising directly or indirectly, in whole or in part, as a result of or in connection with Developer's or Developer's employees', agents', contractors', or subcontractors' (all of the foregoing, collectively, "**Developer's Parties**") rehabilitation, construction, management, or operation of the Property and the Project, failure to comply with applicable law, including without limitation, state and federal fair housing laws, or any failure to perform any obligation as and when required by this Agreement. Developer's indemnification obligations under this Section 11 shall not extend to Claims to the extent resulting from the gross negligence or willful misconduct of Indemnitees. The provisions of this Section 11 shall survive the expiration or earlier termination of this Agreement. It is further agreed that City does not and shall not waive any rights against Developer that it may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or the deposit with City by Developer, of any of the insurance policies described in this Agreement.

12. Miscellaneous.

12.1 Amendments. This Agreement may be amended or modified only by a written instrument signed by both Parties and recorded in the Official Records.

12.2 No Waiver. Any waiver by City of any term or provision of this Agreement must be in writing. No waiver shall be implied from any delay or failure by City to take action on any breach or default hereunder or to pursue any remedy allowed under this Agreement or applicable law. No failure or delay by City at any time to require strict performance by Developer of any provision of this Agreement or to exercise any election contained herein or any right, power or remedy hereunder shall be construed as a waiver of any other provision or any succeeding breach of the same or any other provision hereof or a relinquishment for the future of such election.

12.3 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by: (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered upon receipt if delivery is confirmed by a return receipt; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

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

DEVELOPER: Habitat for Humanity Greater San Francisco, Inc.
300 Montgomery Street, Suite 450
San Francisco, CA 94104
Attention: Maureen Sedonaen

12.4 Further Assurances. The Parties shall execute, acknowledge and deliver to the other such other documents and instruments, and take such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Agreement.

12.5 Parties Not Co-Venturers; Independent Contractor; No Agency Relationship. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of Developer and City shall not be construed as a joint venture, equity venture, partnership or any other relationship. City neither undertakes nor assumes any responsibility or duty to Developer (except as expressly provided in this Agreement) or to any third party with respect to the Project. Developer and its employees are not employees of City but rather are, and shall always be considered independent contractors. Furthermore, Developer and its employees shall at no time pretend to be or hold themselves out

as employees or agents of City. Except as City may specify in writing, Developer shall not have any authority to act as an agent of City or to bind City to any obligation.

12.6 Action by the City. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent or request by the City is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the City's City Manager or by any person who shall have been designated by the City Manager, without further approval by the City Council.

12.7 Non-Liability of City and City Officials, Employees and Agents. No member, official, employee or agent of the City shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City, or for any amount of money which may become due to Developer or its successor or for any obligation of City under this Agreement.

12.8 Headings; Construction; Statutory References. The headings of the sections and paragraphs of this Agreement are for convenience only and shall not be used to interpret this Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party. All references in this Agreement to particular statutes, regulations, ordinances or resolutions of the United States, the State of California, or the City of Menlo Park shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

12.9 Time is of the Essence. Time is of the essence in the performance of this Agreement.

12.10 Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of San Mateo County, California or in the Federal District Court for the Northern District of California.

12.11 Attorneys' Fees and Costs. If any legal or administrative action is brought to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

12.12 Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

12.13 Entire Agreement; Exhibits. This Agreement contains the entire agreement of Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto. Exhibits A through E, attached hereto are incorporated herein by this reference.

12.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

13.15 Local Land Use Controls. The Project Approvals include approved incentives/concessions and waivers under the State Density Bonus Law, attached hereto as Exhibit []. This Agreement shall be subject to and interpreted to be consistent with the approved incentives/concessions and waivers granted pursuant to the State Density Bonus Law.

SIGNATURES ON FOLLOWING PAGES.

IN WITNESS WHEREOF, the Parties have entered into this Affordable Housing Regulatory Agreement effective as of the date first written above.

CITY:

City of Menlo Park, a municipal corporation

By: _____
Justin Murphy, City Manager

DEVELOPER:

Habitat for Humanity Greater San Francisco, Inc.,
a California nonprofit public benefit corporation

By: _____
Maureen Sedonaen, Chief Executive Officer

SIGNATURES MUST BE NOTARIZED.

CALIFORNIA ALL-PURPOSE 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 CALIFORNIA

COUNTY OF _____

On _____ before me, _____ (here insert name and title of the officer), personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CALIFORNIA ALL-PURPOSE 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 CALIFORNIA

COUNTY OF _____

On _____ before me, _____ (here insert name and title of the officer), personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit A

PROPERTY

Exhibit B

INSURANCE REQUIREMENTS

Prior to initiating work on the Project and continuing throughout the Affordability Period, Developer (or the Homeowner's Association, as applicable and consistent with Section 7 of this Agreement) shall obtain and maintain the following policies of insurance and shall comply with all provisions set forth in this Exhibit.

1. General Requirements. Developer shall procure and maintain the following insurance providing coverage against claims for injuries to persons or damages to property that may arise from or in connection with the Project, construction, management, or operation of the Property by the Developer or the Developer's agents, representatives, employees and contractors, or subcontractors, including the following:

(a) Commercial General Liability: The Developer and all contractors working on behalf of Developer on the Property shall maintain a commercial general liability policy in an occurrence policy for protection against all claims arising from injury to person or persons not in the employ of the Developer and against all claims resulting from damage to any property due to any act or omission of the Developer, its agents, or employees in the conduct or operation of the work or the execution of this Agreement. Such insurance shall include products and completed operations liability, blanket contractual liability, personal injury liability, and broad form property damage coverage. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage.

(b) Commercial Automobile Liability: The Developer and all contractors working on behalf of Developer on the Property shall maintain insurance for protection against all claims arising from the use of vehicles, owned, hired, non-owned, or any other vehicle in connection with the Project, construction, operation or management of the Property. Such insurance shall cover the use of automobiles and trucks on and off the site of the Property. Coverage shall be at least as broad as Insurance Services Office covering Commercial Automobile Liability, any auto, owned, non-owned and hired auto.

(c) Workers' Compensation Insurance: The Developer (and the general partners thereof) shall furnish or cause to be furnished to City evidence satisfactory to City that Developer (and the general partners thereof), and any contractor with whom Developer has contracted for the performance of work on the Property or otherwise pursuant to this Agreement, shall maintain Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance.

(d) Builder's Risk: Upon commencement of any construction work on the Property, Developer and all contractors working on behalf of Developer shall maintain a policy of builder's all-risk insurance in an amount not less than the full insurable cost of the Project on a replacement cost basis naming City as loss payee as its interests may appear.

(e) Professional Liability/Errors and Omissions: Developer shall require any

architects, engineers, and general contractors working on the Property to maintain Professional Liability/Errors and Omissions insurance with limits not less than Two Million Dollars (\$2,000,000) each claim. Certificates evidencing this coverage must reference both the Developer and the Indemnitees. If the professional liability/errors and omissions insurance is written on a claims made form: (i) the retroactive date must be shown and must be before the Effective Date, (ii) insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of Project construction, and (iii) if coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the Effective Date, Developer must purchase, or require the provision of, extended period coverage for a minimum of three (3) years after completion of construction.

(f) Property: Developer shall maintain property insurance covering all risks of loss, including earthquake and flood (if required) for 100% of the replacement value of the Project with deductible, if any, in an amount acceptable to City, and as commercially available.

2. Minimum Limits; Adjustments. Insurance shall be maintained with limits no less than the following:

(a) Commercial General Liability and Property Damage: \$2,000,000 per occurrence and \$5,000,000 annual aggregate for bodily injury, personal injury and property damage; provided however, with City's advance written approval, subcontractors may maintain liability coverage with limits not less than \$1,000,000 per occurrence, \$2,000,000 annual aggregate.

(b) Products and Completed Operations: \$3,000,000 per occurrence/aggregate. Subcontractors may maintain Products and Completed Operations with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.

(c) Commercial Automobile Liability: \$2,000,000 combined single limit.

(d) Employer's Liability:

Bodily Injury by Accident - \$1,000,000 each accident.

Bodily Injury by Disease - \$1,000,000 policy limit.

Bodily Injury by Disease - \$1,000,000 each employee.

(e) Professional Liability/Errors and Omissions: \$2,000,000 per occurrence or claim. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work. Subcontractors are required to carry coverage if their scope of work includes design services to the Project.

Coverage limits, and if necessary, the terms and conditions of insurance, shall be reasonably adjusted from time to time (not less than every five (5) years after the Effective Date nor more than once in every three (3) year period) to address changes in circumstance, including, but not limited to, changes in inflation and the litigation climate in California. City shall give written notice to Developer of any such adjustments, and Developer shall provide City with amended or new insurance certificates or endorsements evidencing compliance with such adjustments within

thirty (30) days following receipt of such notice.

3. Deductibles and Self-Insured Retention. Any deductibles or self-insured retention must be declared to, and approved by, the City. Payment of all deductibles and self-insured retentions will be the responsibility of Developer. If the City determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects the Indemnitees or Developer shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense.

4. Additional Requirements. The required general liability and automobile policies shall contain, or be endorsed to contain, the following provisions:

(a) The Indemnitees are to be covered as Additional Insureds as respects: liability arising out of activities performed by or on behalf of the Developer; products and completed operations of the Developer; premises owned, occupied or used by the Developer; or automobiles owned, leased, hired or borrowed by the Developer. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees. Additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(b) All insurance shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees shall be excess of the Developer's/contractor's insurance and shall not contribute with it.

(c) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Indemnitees.

(d) The Developer's insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer's liability.

(e) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

(f) If any insurance policy or coverage required hereunder is canceled or reduced, Developer shall, within five (5) days after receipt of notice of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon failure to so file such certificate, City may, without further notice and at its option, procure such insurance coverage at Developer's expense, and Developer shall promptly reimburse City for such expense upon receipt of billing from City.

(g) Developer agrees to waive subrogation rights for commercial general liability, automobile liability and worker's compensation against Indemnitees regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with any construction on the Property to do likewise. Each insurance policy

shall contain a waiver of subrogation for the benefit of City. If any required insurance is provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs are included in such annual aggregate limit, such annual aggregate limit shall be three times the applicable occurrence limits specified above.

(h) It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirement and/or limits shall be available to the additional insured. Furthermore, the requirement for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. For all liability insurance required by this Agreement, Developer (and Developer's contractors, as applicable) shall obtain endorsements that name the Indemnitees as additional insured in the full amount of all applicable policies, notwithstanding any lesser minimum limits specified in this Agreement. This Agreement requires Developer (and Developer's contractors, as applicable) to obtain and provide for the benefit of the Indemnitees, additional insured coverage in the same amount of insurance carried by Developer (or Developer's contractors, as applicable), but in no event less than the minimum amounts specified in this Agreement. In the event that Developer (or Developer's contractors as applicable) obtains insurance policies that provide liability coverage in excess of the amounts specified in this Agreement, the actual limits provided by such policies shall be deemed to be the amounts required under this Agreement. Without limiting the foregoing, the limits of liability coverage specified in this Agreement are not intended, nor shall they operate, to limit City's ability to recover amounts in excess of the minimum amounts specified in this Agreement.

(i) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

5. Acceptability of Insurers. Companies writing the insurance required hereunder shall be licensed to do business in the State of California. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

6. Verification of Coverage. Prior to the Effective Date of this Agreement, Developer shall furnish City with certificates of insurance in form acceptable to City evidencing the insurance coverage required under paragraphs (a), (b), (c), and (e) of Section 1 above, duly executed endorsements evidencing the Indemnitees' status as additional insured, and all other endorsements and coverage required hereunder pertaining to such coverage. Prior to commencement of any construction work on the Property, Developer shall furnish City with certificates of insurance in form acceptable to City evidencing the insurance coverage required under paragraphs (d) and (g) of Section 1 above. Prior to City's issuance of a final certificate of occupancy or equivalent for the Project, Developer shall furnish City with certificates of insurance in form acceptable to City evidencing the insurance coverage required under paragraph (f) of Section 1 above. Developer shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.

7. Insurance Certificates and Endorsements. Developer shall submit to the City all of the necessary insurance documents, including the applicable amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of required Developer policies listing all required policy endorsements to the City. Insurance Certificates and Endorsements are to be received and approved by the City within the time periods specified in Section 6 above. Should Developer cease to have insurance as required at any time, all work by Developer pursuant to this Agreement shall cease until insurance acceptable to the City is provided. Upon City's request, Developer shall, within thirty (30) days of the request, provide or arrange for the insurer to provide to City, complete certified copies of all insurance policies required under this Agreement. City's failure to make such request shall not constitute a waiver of the right to require delivery of the policies in the future.

Exhibit C

FORM OF RESALE RESTRICTION AGREEMENT

Exhibit D

**APPROVED BMR PROPOSAL AND REASONABLY ALTERNATIVE EQUIVALENTS
TO THE BMR GUIDELINES**

EXHIBIT E

**FORM OF RELEASE OF BMR FOR SALE UNITS FROM REGULATORY
AGREEMENT**

EXHIBIT F

HGSF'S MARKETING, OUTREACH, AND LOTTERY PROCESS

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

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

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

**BELOW MARKET RATE HOUSING AGREEMENT
AND DECLARATION OF RESTRICTIVE COVENANTS**

(123 Independence Drive Project)

THIS BELOW MARKET RATE HOUSING AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (“Agreement”) is entered into as of _____, 202[] (“**Effective Date**”), by and between the City of Menlo Park, a California municipal corporation (“**City**”), and SI 60, LLC, a California limited liability company (“**Owner**”). City and Owner may be referred to individually as a “**Party**” or collectively as the “**Parties**” in this Agreement.

RECITALS

A. Owner is the owner of that certain real property located at the approximate location commonly known as [need to describe] in the City of Menlo Park, California and as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, is the parcel subject to the Agreement (the “**Property**”).

B. Owner applied to construct a residential condominium project on the Property that will consist of 116 for-sale townhomes together with parking and related improvements (collectively, the “**Project**” or “**Townhome Project**”). The Project is part of a larger, mixed-income housing development project commonly known as the 123 Independence Drive Project (“**123 Independence Project**”).

C. Menlo Park Municipal Code Chapter 16.96, the Below Market Rate Housing Program (“**BMR Ordinance**”), and the Below Market Rate Housing Program Guidelines (“**Guidelines**”) require a developer to provide fifteen percent (15%) of the total number of units in a project as affordable to below market rate (“**BMR**”) households. To satisfy the requirements of the BMR Ordinance and Guidelines, the project sponsor of the 123 Independence Project has proposed (the “**BMR Proposal**”) to provide BMR units as follows: fifty-six (56) rental units to BMR households (“**BMR Rental Units**”) and eighteen (18) for-sale units to BMR households (“**BMR For-Sale Units**” and together with BMR Rental Units, “**BMR Units**”) for a total of seventy-four (74) BMR Units. The Agreement addresses only the BMR For-Sale Units. The BMR Rental Units are addressed in a separate agreement.

D. On _____, 2023, after a duly noticed public hearing, the Housing Commission recommended approval the BMR Proposal, including eighteen (18) below market rate for-sale units, the BMR For-Sale Units.

E. On _____, 2023, after a duly noticed public hearing, and on the recommendation of the Housing Commission, the Planning Commission certified the environmental impact report approved a conditional use permit, architectural control, and form affordable housing agreements and recommended that the City Council approve a Vesting Tentative Map and the BMR Proposal for the Project.

F. On _____, 2023, after a duly noticed public hearing, and on the recommendation of the Housing Commission and the Planning Commission, the City Council approved a Vesting Tentative Map and the BMR Proposal for the Project. The Planning Commission and City Council actions are collectively the “**Project Approvals.**”

G. The Project Approvals require the Owner to provide the BMR For-Sale Units in accordance the BMR Proposal. In accordance with the BMR Ordinance, Guidelines, and State Density Bonus Law (Gov. Code Sec. 65915) Owner is required to execute and record an approved BMR Housing Agreement for the BMR For-Sale Units as a condition precedent to the issuance of a building permit for the Project. This Agreement is intended to satisfy that requirement.

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

1. CONSTRUCTION OF THE IMPROVEMENTS.

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

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

1.3 Compliance with Laws. Owner shall carry out the design, construction and operation of the Project in conformity with all applicable laws, including all applicable state labor standards, City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the Menlo Park Municipal Code, and **all** applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*

2. OPERATION OF THE BMR UNITS

2.1 Affordability Period. The Property, provided that the Project remains on the Property, shall be subject to the requirements of this Agreement from the Effective Date until the 55th anniversary of such date. The duration of this requirement shall be known as the “Affordability Period.”

2.2 Maintenance. Prior to the formation of a homeowners’ association or sale to a townhome resident, whichever occurs later, the Owner shall comply with every condition of the Project Approvals applicable to the Project and shall, at all times, maintain the Project and the Property in good repair and working order, reasonable wear and tear excepted, and in a safe and sanitary condition, and from time to time shall make all necessary and proper repairs, renewals, and replacements to keep the Project and the Property in a good, clean, safe, and sanitary condition.

2.3 Monitoring and Recordkeeping. Until the first sale of each BMR For-Sale Unit, Owner shall comply with all applicable recordkeeping and monitoring requirements set forth in the Guidelines, attached as Exhibit [], or, at the Owner’s election, applicable recordkeeping and monitoring requirements in updated Guidelines. City shall have the right to inspect the books and records of Owner and its rental agent or bookkeeper upon reasonable notice during normal business hours. Representatives of the City shall be entitled to enter the Property, upon at least 48-hour prior written notice, which can be provided via email, to monitor compliance with this Agreement, to inspect the records of the Project with respect to the BMR Units, and to conduct, or cause to be conducted, an independent audit or inspection of such records. Owner agrees to cooperate with the City in making the Property available for such inspection or audit. Owner agrees to maintain records in businesslike manner, and to maintain such records for five years after the first sale of a BMR For-Sale Unit.

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

a. In deeds, the following language shall appear:

(1) Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of a person or of a group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease,

sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land.

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

b. In leases, to the extent applicable, the following language shall appear:

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

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

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

(1) There shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a)

or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to selection, location, number, use or occupancy of tenants, lessee, subtenants, sublessees or vendees of the land.

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

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

3. OPERATION OF THE BMR FOR-SALE UNITS

3.1 Sale to Moderate Income Households. The eighteen (18) BMR For-Sale Units are to be sold in accordance with the BMR Ordinance and the Guidelines. Each BMR For-Sale Unit shall be affordable to eligible households which are moderate income as defined in Section 50093 of the California Health and Safety Code, as described in the Guidelines, which households meet all of the requirements set forth in the Guidelines, and are of the smallest household size eligible for the BMR For-Sale Units on the BMR waiting list maintained by the City on the date that the Sales Prices are set, as more particularly described below and in the Guidelines. The eligibility requirements for buyers of the BMR For-Sale Units, the selection process for buyers for the BMR For-Sale Units, the purchase process and sale procedures, the occupancy requirements for the BMR For-Sale Units and the process for resale of the BMR For-Sale Units are all set forth in the Guidelines.

All BMR For-Sale Units shall be subject to deed restrictions and conditions which include a right of first refusal in favor of the City for the duration of the Affordability Period, pursuant to the terms and conditions set forth in the Guidelines.

The BMR For-Sale Units shall be located in the Project as set forth in Exhibit C.

The Sales Price shall be calculated according to the following formula by reference to the

definitions and standards set forth below: the “Sales Price” shall be calculated by adding the cash down payment, to the Maximum Mortgage Amount, less lender and escrow fees and costs incurred by the buyer. The Sales Price shall be set before the commencement of the sale process for the BMR For-Sale Units.

(a) The “Smallest Household Size” means the household with the smallest number of persons eligible for the BMR For-Sale Units, as shown in Section 14, Table C (Occupancy Standards) of the Guidelines.

(b) The current “Maximum Eligible Income” shall be the most current State Income Limit for San Mateo County, Moderate Income category, as published by the State of California Department of Housing and Community Development, for the Smallest Household Size.

(c) The “Maximum Allowable Monthly Housing Expenses” is calculated by multiplying the Maximum Eligible Income by 33 percent and dividing by 12.

(d) The “Actual Monthly Housing Expenses” are calculated by adding the following costs associated with a particular BMR For-Sale Unit and dividing by 12: (i) any loan fees, escrow fees and other closing costs (amortized over 360 months) and/or private mortgage insurance associated therewith; (ii) property taxes and assessments; (iii) fire, casualty insurance and flood insurance, if required; (iv) property maintenance and repairs, deemed to be Two Hundred Dollars (\$200) per month; (v) a reasonable allowance for utilities as set forth in the Guidelines, not including telephones, and (vi) homeowners association fees, if applicable, but less the amount of such homeowners association fees allocated for any costs attributable to (iii), (iv) or (v) above.

(e) The “Maximum Monthly Mortgage Payment Amount” is calculated by subtracting the Actual Monthly Housing Expenses from the Maximum Allowable Monthly Housing Expenses.

(f) The “Maximum Mortgage Amount” is established by determining the amount of mortgage that a lender would loan, based upon the Maximum Monthly Mortgage Payment Amount and based upon the down payment found to be the lowest that lenders are willing to accept in a survey of lenders as described below. The City shall survey and take the average of at least three local lenders who regularly make home loans at a typical housing expense ratio to first-time buyers in the price range of the BMR home on the day that the price is set. The mortgage amount shall be for a 30-year fixed rate mortgage with standard fees, closing costs and no points, and shall be less than or equal to the Maximum Monthly Mortgage Amount.

3.2 Additional Sales Price Factors. The calculation of the Sales Price shall be based upon the factors defined below. These definitions conform to the eligibility and underwriting standards established by the major secondary mortgage market investors, such as the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation.

(a) **Mortgage Interest Rate.** The mean average of contract interest rates on the date that the Sales Price is set, for fixed rate, 30-year “Conforming” mortgages (presently \$822,375 or less, as such amount may be adjusted from time to time as the maximum amount of FHA Conforming mortgages), or for jumbo mortgages if applicable; as quoted by three local retail lenders. The three local retail lenders shall be selected at random by the City from the list of

lenders certified by San Mateo County to make first mortgage loans with Mortgage Credit Certificates.

(b) **Points.** The mean average of points quoted by three local lenders that make mortgage loans to first time home buyers in the City of Menlo Park on the date that the Sales Price is set for fixed rate, 30 year mortgages of \$822,375 or less, or for jumbo mortgages if applicable, which lenders are selected on a random basis by the City. Points are a one-time fee paid to a lender for making a loan. One point is equal to one percent of the loan amount.

(c) **Lender/Escrow Fees.** The mean average of fees charged by three local lenders that make mortgage loans to homebuyers, which lenders are selected on a random basis by the City, plus escrow company fees, for such items as title insurance, appraisal, escrow fees, document preparation and recording fees.

(d) **Loan to Value Ratio.** The maximum ratio of the dollar amount of a conforming mortgage to the sales price of a home which a lender is willing to approve at a given point in time. For purposes of this Agreement, the loan to value ratio shall be calculated as the mean average of the maximum loan to value ratios as quoted by three local lenders selected on a random basis by the City from a list of lenders who actively make loans to homebuyers and who participate in the Mortgage Credit Certificate program.

(e) **Housing Expense Ratio.** The mean average of the housing expense ratio as reported on the date that the sales price is set, for fixed rate, 30-year mortgages of \$822,375 or less, or for jumbo mortgages if applicable, by three local lenders that make mortgage loans to homebuyers in the City of Menlo Park, which lenders are selected on a random basis by the City. Housing expense is defined as the sum of the annual mortgage payment (including principal and interest), and annual payments for taxes, homeowners association dues, insurance, property maintenance and repairs, a reasonable allowance for utilities according to the San Mateo County Housing Authority Utility Financial Allowance Chart which is periodically updated and amended, and any secondary financing (but excluding any portion of the aforementioned expenses covered by homeowners association dues). To determine the ratio, this sum is divided by gross annual income.

(f) **Homeowners Insurance.** Calculated as the mean average of the annual cost of insurance quoted by two or three local brokers, based on their experience, for a housing unit of the price, room configuration, location, construction material and structure type of the subject BMR For-Sale Unit. Flood insurance costs, if required, shall be calculated by this same method.

(g) **Private Mortgage Insurance.** The mean average of the annual cost of private mortgage insurance quoted by two or three local lenders, based on their experience, for a housing unit of the price, location, and structure type of the subject BMR For-Sale Unit.

(h) **Taxes.** The tax rate as reported by the San Mateo County Assessor's Office.

(i) **Homeowner's Dues.** Reported by the Owner and as set forth in the Public Report issued by the California Department of Real Estate for the Project.

(j) **Down Payment.** Cash portion paid by a buyer from his own funds, as opposed to that

portion of the purchase price which is financed. For the purpose of calculating the Sales Price, the down payment will be defined as the mean average of the smallest down payment required by the two or three local lenders surveyed.

3.3 Presale. If there is a standard pre-sale requirement by the BMR applicant's lender for a certain percentage of units in the Project to be sold before the BMR applicant's lender will close escrow on the loan, then the time for the City's purchase or the buyer's purchase will be extended until that requisite number of units has closed.

3.4 Term. Any and all obligations or responsibilities of Owner under this Agreement with regard to a BMR For-Sale Unit shall terminate upon the recording of the grant deed conveying the BMR For-Sale Unit to a qualified third party purchaser in accordance with the terms and provisions of this Agreement and the recording of the deed restrictions in compliance with the Guidelines against such BMR For-Sale Unit, a form of which is attached to this Agreement.

3.5 Third Party Purchasers. The execution and delivery of this Agreement shall not be deemed to be for the benefit of the third party purchasers of any BMR For-Sale Unit or any other third party and any and all obligations and responsibilities of Owner under this Agreement are to the City for whose benefit this Agreement has been entered into. No third party purchaser of a BMR For-Sale Unit or market rate unit, homeowners' association or any other third party shall obtain any rights or standing to complain that the BMR For-Sale Unit was not constructed, designed, sold or conveyed in accordance with this Agreement, or the BMR Ordinance and the Guidelines as a result of this Agreement. Furthermore, the acceptance of this Agreement by the City, the acceptance of the interior specifications for the BMR For-Sale Units and the conveyance of the BMR For-Sale Units to qualified third parties shall conclusively indicate that Owner has complied with this Agreement and the BMR Ordinance and the Guidelines.

4. DEFAULT AND REMEDIES

4.1 Events of Default. The following shall constitute an "Event of Default" by Owner under this Agreement: there shall be a material breach of any condition, covenant, warranty, promise or representation contained in this Agreement and such breach shall continue for a period of thirty (30) days after written notice thereof to the Owner without the Owner curing such breach, or if such breach cannot reasonably be cured within such 30 day period, commencing the cure of such breach within such 30 day period and thereafter diligently proceeding to cure such breach; provided, however, that if a different period or notice requirement is specified for any particular breach under any other paragraph of Section 5 of this Agreement, the specific provision shall control.

4.2 Remedies. The occurrence of any Event of Default under Section 5.1 shall give the City the right to proceed with an action in equity to require the Owner to specifically perform its obligations and covenants under this Agreement or to enjoin acts or things which may be unlawful or in violation of the provisions of this Agreement, and the right to terminate this Agreement.

4.3 Obligations Personal to Owner. The liability of Owner under this Agreement to any person or entity is limited to Owner's interest in the Project, and the City and any other such

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

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

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

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

4.7 Waiver of Terms and Conditions. The City may, in its sole discretion, waive in writing any of the terms and conditions of this Agreement. Waivers of any covenant, term, or

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

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

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

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

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

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

5.10 Indemnification. To the greatest extent permitted by law, Owner shall indemnify, defend (with counsel reasonably approved by City) and hold the City, its heirs, successors and assigns (the “**Indemnitees**”) harmless from and against any and all demands, losses, claims, costs and expenses, and any other liability whatsoever, including without limitation, reasonable accountants’ and attorneys’ fees, charges and expense (collectively, “**Claims**”) arising directly or indirectly, in whole or in part, as a result of or in connection with Owner’s construction, management, or operation of the Property and the Project or any failure to perform any obligation as and when required by this Agreement. Owner’s indemnification obligations under this Section 6.10 shall not extend to Claims to the extent resulting from the gross negligence or willful misconduct of Indemnitees. The provisions of this Section 6.10 shall survive the expiration or earlier termination of this Agreement, but only as to claims arising from events occurring during the Affordability Period.

5.11 Insurance Coverage. Prior to the first sale of each BMR For-Sale Unit, Owner shall comply with the insurance requirements set forth in Exhibit D, attached hereto and incorporated herein by this reference, and shall, at Owner's expense, maintain in full force and effect insurance coverage as specified in Exhibit D.

5.12 Transfer and Encumbrance.

5.12.1 Restrictions on Transfer and Encumbrance. During the term of this Agreement, except as permitted pursuant to this Agreement, Owner shall not directly or indirectly, voluntarily, involuntarily or by operation of law make or attempt any total or partial sale, transfer, conveyance, assignment or lease (other than a sale of a BMR For-Sale Unit as described in Section 3 hereof) (collectively, "**Transfer**") of the whole or any part of any BMR For-Sale Unit, without the prior written consent of the City, which approval shall not be unreasonably withheld. In addition, prior to the expiration of the term of this Agreement, except as expressly permitted by this Agreement, Owner shall not undergo any significant change of ownership without the prior written approval of City. For purposes of this Agreement, a "significant change of ownership" shall mean a transfer of the beneficial interest of more than twenty-five percent (25%) in aggregate of the present ownership and /or control of Owner, taking all transfers into account on a cumulative basis; provided however, neither the admission of an investor limited partner, nor the transfer by the investor limited partner to subsequent limited partners shall be restricted by this provision.

5.12.2 Permitted Transfers. The prohibitions on Transfer set forth herein shall not be deemed to prevent: (i) the granting of easements or permits to facilitate development of the Property; or (ii) assignments creating security interests for the purpose of financing the acquisition, construction, or permanent financing of the Project or the Property, or Transfers directly resulting from the foreclosure of, or granting of a deed in lieu of foreclosure of, such a security interest; or (iii) transfers between entities owned or controlled by the Sobrato Organization.

5.12.3 Requirements for Proposed Transfers. The City may, in the exercise of its sole discretion, consent to a proposed Transfer of this Agreement if all of the following requirements are met (provided however, the requirements of this Section 6.12.3 shall not apply to Transfers described in clauses (i) or (ii) of Section 6.12.2.

(i) The proposed transferee demonstrates to the City's satisfaction that it has the qualifications, experience and financial resources necessary and adequate as may be reasonably determined by the City to competently complete and manage the Project and to otherwise fulfill the obligations undertaken by the Owner under this Agreement.

(ii) The Owner and the proposed transferee shall submit for City review and approval all instruments and other legal documents proposed to effect any Transfer of all or any part of or interest in this Agreement together with such documentation of the proposed transferee's qualifications and development capacity as the City may reasonably request.

(iii) The proposed transferee shall expressly assume all of the rights and obligations of the Owner under this Agreement arising after the effective date of the Transfer and

all obligations of Owner arising prior to the effective date of the Transfer (unless Owner expressly remains responsible for such obligations) and shall agree to be subject to and assume all of Owner's obligations pursuant to conditions, and restrictions set forth in this Agreement.

(iv) The Transfer shall be effectuated pursuant to a written instrument satisfactory to the City in form recordable in the Official Records.

Consent to any proposed Transfer may be given by the deputy Director unless the Deputy Director, in his or her discretion, refers the matter of approval to the City Council. If the City has not rejected a proposed Transfer or requested additional information regarding a proposed Transfer in writing within forty-five (45) days following City's receipt of written request by Owner, the proposed Transfer shall be deemed approved.

5.13 Effect of Transfer without City Consent. In the absence of specific written agreement by the City, no Transfer of any BMR For-Sale Unit shall be deemed to relieve the Owner or any other party from any obligation under this Agreement. This Section 5.12 shall not apply to Transfers described in clauses (i) and (ii) of Section 5.12.2.

5.14 Recovery of City Costs. Owner shall reimburse City for all reasonable City costs, including but not limited to reasonable attorneys' fees, incurred in reviewing instruments and other legal documents proposed to effect a Transfer under this Agreement and in reviewing the qualifications and financial resources of a proposed successor, assignee, or transferee within ten (10) days following City's delivery to Owner of an invoice detailing such costs.

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

SIGNATURES ON FOLLOWING PAGE(S).

OWNER:

[INSERT]

By: _____

Its:

CITY:

CITY OF MENLO PARK, a California municipal corporation

By: _____
City Manager

ATTEST:

By: _____
City Clerk

List of Exhibits:

- Exhibit A: Property Description
- Exhibit B: Allocation of the BMR Units
- Exhibit C: BMR Unit Locations
- Exhibit D: Insurance Requirements

Exhibit A
Property Description

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Exhibit B
Allocation of BMR Units in the Project

BMR For-Sale Units	Moderate
2 bedrooms	3
3 bedrooms	6
4 bedrooms	9
Total - BMR For-Sale Units	18

Exhibit C
BMR Unit Locations

Exhibit D Insurance Requirements

Prior to initiating work on the Project and continuing the initial sale of each For-Sale Unit, Owner shall obtain and maintain the following policies of insurance and shall comply with all provisions set forth in this Exhibit.

1. General Requirements. Owner shall procure and maintain the following insurance providing coverage against claims for injuries to persons or damages to property that may arise from or in connection with the Project, construction, management, or operation of the Property by the Owner or the Owner's agents, representatives, employees and contractors, or subcontractors, including the following:

(a) Commercial General Liability: The Owner and all contractors working on behalf of Owner on the Property shall maintain a commercial general liability policy in an occurrence policy for protection against all claims arising from injury to person or persons not in the employ of the Owner and against all claims resulting from damage to any property due to any act or omission of the Owner, its agents, or employees in the conduct or operation of the work or the execution of this Agreement. Such insurance shall include products and completed operations liability, blanket contractual liability, personal injury liability, and broad form property damage coverage. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage.

(b) Commercial Automobile Liability: The Owner and all contractors working on behalf of Owner on the Property shall maintain insurance for protection against all claims arising from the use of vehicles, owned, hired, non-owned, or any other vehicle in connection with the Project, construction, operation or management of the Property. Such insurance shall cover the use of automobiles and trucks on and off the site of the Property. Coverage shall be at least as broad as Insurance Services Office covering Commercial Automobile Liability, any auto, owned, non-owned and hired auto.

(c) Workers' Compensation Insurance: The Owner (and the general partners thereof) shall furnish or cause to be furnished to City evidence satisfactory to City that Owner (and the general partners thereof), and any contractor with whom Owner has contracted for the performance of work on the Property or otherwise pursuant to this Agreement, shall maintain Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance.

(d) Builder's Risk: Upon commencement of any construction work on the Property, Owner and all contractors working on behalf of Owner shall maintain a policy of builder's all-risk insurance in an amount not less than the full insurable cost of the Project on a replacement cost basis naming City as loss payee as its interests may appear.

(e) Professional Liability/Errors and Omissions: Owner shall require any architects, engineers, and general contractors working on the Property to maintain Professional Liability/Errors and Omissions insurance with limits not less than Two Million Dollars (\$2,000,000) each claim. Certificates evidencing this coverage must reference both the Owner and the Indemnitees. If the professional liability/errors and omissions insurance is written on a

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claims made form: (i) the retroactive date must be shown and must be before the Effective Date, (ii) insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of Project construction, and (iii) if coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the Effective Date, Owner must purchase, or require the provision of, extended period coverage for a minimum of three (3) years after completion of construction.

(f) Property: Owner shall maintain property insurance covering all risks of loss, including earthquake and flood (if required) for 100% of the replacement value of the Project with deductible, if any, in an amount acceptable to City, and as commercially available.

2. Minimum Limits; Adjustments. Insurance shall be maintained with limits no less than the following:

(a) Commercial General Liability and Property Damage: \$2,000,000 per occurrence and \$5,000,000 annual aggregate for bodily injury, personal injury and property damage; provided however, with City's advance written approval, subcontractors may maintain liability coverage with limits not less than \$1,000,000 per occurrence, \$2,000,000 annual aggregate.

(b) Products and Completed Operations: \$3,000,000 per occurrence/aggregate. Subcontractors may maintain Products and Completed Operations with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.

(c) Commercial Automobile Liability: \$2,000,000 combined single limit.

(d) Employer's Liability:

Bodily Injury by Accident - \$1,000,000 each accident.

Bodily Injury by Disease - \$1,000,000 policy limit.

Bodily Injury by Disease - \$1,000,000 each employee.

(e) Professional Liability/Errors and Omissions: \$2,000,000 per occurrence or claim. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work. Subcontractors are required to carry coverage if their scope of work includes design services to the Project.

Coverage limits, and if necessary, the terms and conditions of insurance, shall be reasonably adjusted from time to time (not less than every five (5) years after the Effective Date nor more than once in every three (3) year period) to address changes in circumstance, including, but not limited to, changes in inflation and the litigation climate in California. City shall give written notice to Owner of any such adjustments, and Owner shall provide City with amended or new insurance certificates or endorsements evidencing compliance with such adjustments within thirty (30) days following receipt of such notice.

3. Deductibles and Self-Insured Retention. Any deductibles or self-insured retention must be

declared to, and approved by, the City. Payment of all deductibles and self-insured retentions will be the responsibility of Owner. If the City determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects the Indemnitees or Owner shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense.

4. Additional Requirements. The required general liability and automobile policies shall contain, or be endorsed to contain, the following provisions:

(a) The Indemnitees are to be covered as Additional Insureds as respects: liability arising out of activities performed by or on behalf of the Owner; products and completed operations of the Owner; premises owned, occupied or used by the Owner; or automobiles owned, leased, hired or borrowed by the Owner. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees. Additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(b) All insurance shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees shall be excess of the Owner's/contractor's insurance and shall not contribute with it.

(c) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Indemnitees.

(d) The Owner's insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer's liability.

(e) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

(f) If any insurance policy or coverage required hereunder is canceled or reduced, Owner shall, within five (5) days after receipt of notice of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon failure to so file such certificate, City may, without further notice and at its option, procure such insurance coverage at Owner's expense, and Owner shall promptly reimburse City for such expense upon receipt of billing from City.

(g) Owner agrees to waive subrogation rights for commercial general liability, automobile liability and worker's compensation against Indemnitees regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with any construction on the Property to do likewise. Each insurance policy shall contain a waiver of subrogation for the benefit of City. If any required insurance is provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal

defense costs are included in such annual aggregate limit, such annual aggregate limit shall be three times the applicable occurrence limits specified above.

(h) It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirement and/or limits shall be available to the additional insured. Furthermore, the requirement for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. For all liability insurance required by this Agreement, Owner (and Owner's contractors, as applicable) shall obtain endorsements that name the Indemnitees as additional insured in the full amount of all applicable policies, notwithstanding any lesser minimum limits specified in this Agreement. This Agreement requires Owner (and Owner's contractors, as applicable) to obtain and provide for the benefit of the Indemnitees, additional insured coverage in the same amount of insurance carried by Owner (or Owner's contractors, as applicable), but in no event less than the minimum amounts specified in this Agreement. In the event that Owner (or Owner's contractors as applicable) obtains insurance policies that provide liability coverage in excess of the amounts specified in this Agreement, the actual limits provided by such policies shall be deemed to be the amounts required under this Agreement. Without limiting the foregoing, the limits of liability coverage specified in this Agreement are not intended, nor shall they operate, to limit City's ability to recover amounts in excess of the minimum amounts specified in this Agreement.

(i) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

5. Acceptability of Insurers. Companies writing the insurance required hereunder shall be licensed to do business in the State of California. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

6. Verification of Coverage. Prior to the Effective Date of this Agreement, Owner shall furnish City with certificates of insurance in form acceptable to City evidencing the insurance coverage required under paragraphs (a), (b), (c), and (e) of Section 1 above, duly executed endorsements evidencing the Indemnitees' status as additional insured, and all other endorsements and coverage required hereunder pertaining to such coverage. Prior to commencement of any construction work on the Property, Owner shall furnish City with certificates of insurance in form acceptable to City evidencing the insurance coverage required under paragraphs (d) and (g) of Section 1 above. Prior to City's issuance of a final certificate of occupancy or equivalent for the Project, Owner shall furnish City with certificates of insurance in form acceptable to City evidencing the insurance coverage required under paragraph (f) of Section 1 above. Owner shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.

7. Insurance Certificates and Endorsements. Owner shall submit to the City all of the

necessary insurance documents, including the applicable amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of required Owner policies listing all required policy endorsements to the City. Insurance Certificates and Endorsements are to be received and approved by the City within the time periods specified in Section 6 above. Should Owner cease to have insurance as required at any time, all work by Owner pursuant to this Agreement shall cease until insurance acceptable to the City is provided. Upon City's request, Owner shall, within thirty (30) days of the request, provide or arrange for the insurer to provide to City, complete certified copies of all insurance policies required under this Agreement. City's failure to make such request shall not constitute a waiver of the right to require delivery of the policies in the future.

RESOLUTION NO. XXXX**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING VESTING TENTATIVE MAP FOR THE PROPOSED 123 INDEPENDENCE DRIVE PROJECT CONSISTING OF A 316 UNIT MULTI-FAMILY RESIDENTIAL APARTMENT BUILDING WITH AN APPROXIMATELY 2,000 SQUARE FEET COMMERCIAL SPACE AND 116 TOWNHOME CONDOMINIUM UNITS AT 119 INDEPENDENCE DRIVE, 123-125 INDEPENDENCE DRIVE, 127 INDEPENDENCE DRIVE, 1205 CHRYSLER DRIVE, AND 130 CONSTITUTION DRIVE (APNS: 055-236-140, 055-236-180, 055-236-240, 055-236-300, and 055-236-280), AND ASSOCIATED OPEN SPACE AND INFRASTRUCTURE**

WHEREAS, the City of Menlo Park ("City") received an application requesting environmental review, use permit, architectural control, below market rate (BMR) housing agreement, major subdivision, and heritage tree removal permits from The Sobrato Organization ("Applicant"), to redevelop the properties located at 119 Independence Drive, 123-125 Independence Drive, 127 Independence Drive, 1205 Chrysler Drive, and 130 Constitution Drive (APNs 055-236-140, 055-236-180, 055-236-240, 055-236-300, and 055-236-280) ("Property"), with a bonus level development project consisting of an up to 316 unit multifamily rental apartment building with approximately 2,000 square feet of commercial space and 116 for-sale townhome condominium units, which development is more particularly described in the Environmental Impact Report to the Project which was prepared pursuant to the California Environmental Quality Act (hereinafter the "Project"). The Project is depicted in and subject to the development plans which are attached hereto as Exhibit A ("Project Plans including colors and materials board") and incorporated herein by this reference; and

WHEREAS, the proposed Project is located in the R-MU-B (Residential Mixed Use-Bonus) zoning district. The R-MU-B zoning district allows a mixture of land uses with the purposes of providing high density housing to complement nearby employment, encouraging mixed use development with a quality living environment and neighborhood-serving retail and services on the ground floor that are oriented to the public, promoting a live/work/play environment with pedestrian activity, and blending with and complementing existing neighborhoods through site regulations and design standards that minimize impacts to adjacent uses; and

WHEREAS, a phased vesting tentative map would merge the existing five legal parcels within the approximately 8.5-acre project site and re-subdivide the project site to create a 316 multi-family apartment unit building including the 2,000 square feet commercial space within one of the legal parcels, 116 townhome condominium units to be sold individually on three legal parcels, and create one legal parcel to accommodate the publicly accessible paseo, emergency vehicle access, and publicly accessible park; and

WHEREAS, the project proposes to execute the vesting tentative map in two phases. First phase would merge all the parcels and create four lots consisting of one lot (lot A) to receive the apartment building fronting Constitution Drive, the publicly accessible paseo/publicly accessible park lot (lot 1) and third and fourth lots (lot B and lot C) would merge the parcels to create the lot to receive the townhomes. The second phase would further subdivide lots B and C to create a third lot, Lot D, for the 116 townhome condominiums; and

WHEREAS, notwithstanding the anticipated phasing plan and, included hereto as Exhibit B, and incorporated herein by this reference, the applicant may elect to develop the project in a single phase or modify the project phasing as permitted by the Subdivision Map Act; and

WHEREAS, staff has determined that the proposed vesting tentative map, included hereto as Exhibit C, and incorporated herein by this reference, includes the required data and statements listed in the Subdivision Ordinance, and all information is complete and accurate; and

WHEREAS, after notice having been lawfully given, a duly noticed public hearing was held before the City Planning Commission on August 28, 2023 at which all persons interested had the opportunity to appear and comment; and

WHEREAS, after closing the public hearing, the Planning Commission considered all public and written comments, pertinent information, documents and plans and all other evidence in the public record on the Project; and

WHEREAS, on August 28, 2023, the Planning Commission fully reviewed, considered, evaluated the whole of the record including all public and written comments, pertinent information, document and plans, and by Resolution No. 2023-40 certifying the Final EIR, adopting findings of fact in accordance with the CEQA, and adopting a Mitigation Monitoring and Reporting Program, prior to adopting Resolution No. 2023-41 approving the requested use permit and architectural control including all the requested concessions and waivers, and adopted Resolution No. 2023-42 recommending of approval to City Council for the vesting tentative map for the 123 Independence Drive Project; and

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

WHEREAS, after notice having been lawfully given, a duly noticed public hearing was held before the City Council on September 26, 2023 at which all persons interested had the opportunity to appear and comment; and

WHEREAS, after closing the public hearing, the City Council considered all public and written comments, pertinent information, documents and plans and all other evidence in the public record on the Project; and

WHEREAS, on September 26, 2023, the City Council fully review, considered, evaluated the whole of the record including all public and written comments, pertinent information, documents, and approved the Vesting Tentative Map, attached herein as Exhibit C, subject to conditions included hereto as Exhibit D, and incorporated herein by this reference for the 123 Independence Drive Project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Menlo Park finds that the above recitals together with the staff report and the application materials, including without limitation, the previously certified EIR, and all other documents, reports, studies, maps, oral and written testimony, and materials in the City's file for the applications and the Project, and all adopted and applicable City planning documents related to the Project and the Project Site and all associated evidentiary basis for the approval set forth in this resolution.

BE IT FURTHER RESOLVED that the City Council make the following findings and recommendations:

1. *CEQA Finding.* The City, as lead agency, prepared an Environmental Impact Report (“EIR”) (SCH: 2021010076) pursuant to the California Environmental Quality Act (“CEQA”) that examined the environmental impacts of the redevelopment of the Project site consisting of an up to 316 unit multifamily rental apartment building with approximately 2,000 square feet of commercial space and 116 for-sale townhome condominium units (hereinafter the “Project”). On August 28, 2023, by Resolution No [include number], the Planning Commission certified the EIR, made certain findings, and adopted a Mitigation Monitoring and Reporting Program, which Resolution together with the EIR are incorporated herein by reference. The City Council finds that the vesting tentative map was analyzed as part of the EIR is within the scope of the certified EIR.
2. *Vesting Tentative Map.* The City Council find that the approval of the Vesting Tentative Map is consistent with the requirements of the Subdivision Map Act and City of Menlo Park Municipal Code Section 15.22.020 for the following reasons:
 - a. The proposed Vesting Tentative Map for the Project Site is technically correct and in compliance with all applicable State regulations, City General Plan, Zoning and Subdivision Ordinances, and the State Subdivision Map Act.
 - b. The proposed Vesting Tentative Map for the project Site, including the contemplated design and improvements, is consistent with the applicable General Plan goals and policies, in particular that goals for the Bayfront Area set forth in the General Plan. The project is consistent with the land use designations described in the General Plan and would be consistent with the City General Plan policies as well as City Zoning Ordinance requirements for bonus level development projects at the proposed density and for the types of uses.
 - c. The project Site is physically suitable for the proposed development, including the proposed density of development, and the design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially injure fish or wildlife or their habitat. The project is consistent with the density and uses for the site set forth in the General Plan. The project Site is in an urbanized area of the City currently occupied by office/warehouse development, landscaped, and hardscaped areas that include various urban uses and does not include any aquatic habitat. The project would not cause substantial environmental damage to the already disturbed Project Site and would not substantially injure the limited wildlife that access the site or their habitat.
 - d. The design of the subdivision or types of improvements is not likely to cause serious public health or safety problems. The project would comply with the General Plan’s goals and policies, City Zoning and Subdivision Ordinances, and other applicable regulations designed to prevent serious health and safety problems.
 - e. The design of the subdivision or the type of improvements does not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision because alternate easements for access or use will be provided that are substantially equivalent to ones previously acquired by the public.
 - f. The project is subject to flood and inundation hazards and is not located within a slide area. The Project Site is located within the 100-year flood hazard zone. However, the contemplated Project design and improvements will be elevated so as to mitigate flood hazards, and the Project would comply with the applicable requirements designed in mitigate flood hazards as well as address future sea level rise.Based on the above findings, the City Council approves the vesting tentative map in form substantially consistent with Exhibit C, subject to conditions of approval attached herein as Exhibit D.

SEVERABILITY

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

I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the twenty-sixth day of September, 2023, 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 September, 2023.

Judi A. Herren, City Clerk

Exhibits

- A. Project Plans including materials and color board and vesting tentative map
- B. Vesting Tentative Map phasing narrative
- C. Vesting Tentative Map
- D. Vesting Tentative Map conditions of approval



123 INDEPENDENCE: MIXED-USE RESIDENTIAL

MENLO PARK, CA
PLANNING RESUBMITTAL
06/12/2023

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PROJECT NARRATIVE
Resolution No. XXXX

The Sobrato Organization has released to propose a revised version of 123 Independence. Originally, the project included 67 townhomes, 316 residential apartments, and 88,750 SF of office space. After feedback from Planning Commissioners and community members, TSO decided to remove the office and add 49 additional townhomes. 123 Independence will now deliver 116 townhomes, 316 residential apartment units, and 2,000 SF commercial space to the R-MU (Residential Mixed-use) Zoning District within the ConnectMenlo General Plan.

123 Independence spans over five existing connected parcels at Highway 101 and Highway 84, bounded by Chrysler, Independence, and Constitution Drives. The project proposes to demolish five existing office/industrial buildings (approximately 103,000 SF) to create five new Lots: 1 & A, B, C, and D. Lot 1 is a publicly accessible paseo running north to south, as well as east to west, across the project. Lot A is a 5-story mixed-use apartment building with stoops along public streets and pedestrian walkways. Per Menlo Park Municipal Code Section 16.45.080, parking spaces for the apartment units will be unbundled. Lots B, C, and D are 3-story townhome communities that will be subdivided via condominium mapping and will be oriented to public streets, the neighborhood park, the paseo, and other common green spaces. The proposed site design accommodates sea-level rise, and all proposed ground-level residential units are raised 2 feet above the 5-foot FEMA floodplain.

123 Independence includes an on-site public connection, Parcel 1, that establishes a pedestrian walkway to the greater neighborhood network. This paseo leads to a centrally located neighborhood park, which provides a central recreation and gathering space. Public frontages on Independence Drive, Constitution Drive, and Chrysler Drive are activated with residential stoops, lobbies, leasing office, and residential amenities.

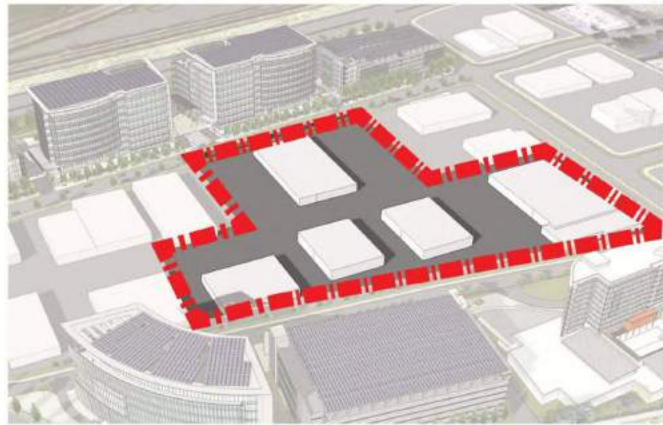
The architectural language of the apartments and townhomes is warm and modern to meet both residential use and fit within the context of the surrounding commercial buildings. The building composition creates a very urban relationship to the street, as envisioned in the General Plan, with over 60% of built-to area for all street frontages. Lot A is Type V-A/I-A construction over podium parking, and Lots B, C, and D are designed as Type V-A construction with private tuck-under 1- and 2-car garages.

In compliance with Municipal Code Ordinance No 1026, Bonus-level development is being proposed. Maximum height of the apartments is no more than 85-ft above existing grade, and the average height of all buildings is well below 62.5-ft. Seventeen percent (17%) of the total units onsite will be affordable housing units for Low income households.

ZONING COMPLIANCE

MINIMUM LOT AREA	MINIMUM LOT DIMENSION	MINIMUM SETBACK AT STREET	MAXIMUM SETBACK AT STREET	MIN INTERIOR SIDE & REAR SETBACKS	MAX RESIDENTIAL FLOOR AREA RATIO	DENSITY	MAXIMUM NON-RESIDENTIAL FAR	HEIGHT	MIN OPEN SPACE REQUIREMENT
25,000 SF	100 FEET	0 FEET	25 FEET	10 FEET	> 90% TO 225%	> 30 DU/ACRE TO 100 DU/ACRE	25% OF LOT AREA	AVERAGE HEIGHT 62.5 FT MAXIMUM HEIGHT 85 FT	25% OF LOT AREA
COMPLIANT	COMPLIANT	COMPLIANT. SEE SHEET A101	COMPLIANT. SEE SHEET A101	COMPLIANT. SEE SHEET A101	COMPLIANT. SEE TABLE R-MU FAR GRADIENT ON SHEET A002	2,000 SF < 25% OF LOT AREA	COMPLIANT. SEE SHEET A206.	COMPLIANT. SEE SHEET A103	

SITE CONTEXT



ZONING

- O Office/ O-B (-B= Bonus Available)
- H Optional Hotel
- M-2 Light Industrial/M-3-X Business Park
- PF Public Facilities
- R-4-S(AHO) High Density Residential, Special/ R-MU Residential Mixed Use

PROJECT TEAM

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123 Independence
Menlo Park, CA
The Sobrato Organization
599 Castro Street, Suite 400
Mountain View, CA

Sheet Title:
PROJECT NARRATIVE AND SITE CONTEXT

Job No. 20004
Date: 6/12/2023
Scale: 1" = 1'-0"
Drawn By: Author

Sheet No:
A001

BELOW MARKET RATE HOUSING SUMMARY - APARTMENT	
APARTMENT UNIT Resolution No. XXXX	
BMR UNITS REQUIRED Page 7 of 150	
ADDITIONAL BMR UNITS PROVIDED = 8 UNITS**	
UNIT MIX PROVIDED:	
16 STUDIOS (20%)	
33 ONE-BEDROOMS (58%)	
7 TWO-BEDROOMS (13%)	
*UNIT MIX IS PROPORTIONAL TO PROVIDED MARKET RATE UNIT MIX	
** BMR UNITS TO BE DISTRIBUTED EQUALLY ACROSS THE APARTMENT BUILDING ON ALL FLOORS	
*** WITH THE ADDITIONAL BMR UNITS, 56 UNITS WILL BE PROVIDED	

BELOW MARKET RATE HOUSING SUMMARY - TOWNHOMES	
TOWNHOME UNITS PROVIDED = 116 UNITS	
BMR UNITS REQUIRED (15%) = 18 UNITS*	
UNIT MIX PROVIDED:	
3 TWO-BEDROOMS (17%)	
6 THREE-BEDROOMS (33%)	
6 FOUR-BEDROOMS (33%)	
3 FOUR-BEDROOMS MOBILITY COMPLIANT (17%)	
* PROPOSED BMR UNITS ARE IN LOT C, CENTER OF THE SITE WITH STREET FRONTAGE AND PARK ADJACENT.	

LOT A - MIXED-USE							
APARTMENTS FOR PURPOSE OF FAR CALCULATIONS BASED ON MP 16.04.325							
UNIT TYPE	BDRM	BATH	AVG SF / UNIT	UNIT TOTAL GSF	BUILDING GSF	UNIT COUNT	% TOTAL
STUDIO	1	1	539 SF	47,411 SF		88	27.9 %
1 BDRM	1	1	725 SF	134,206 SF		185	58.5 %
2 BDRM	2	2	1,006 SF	43,246 SF		43	13.6 %
TOTAL/AVG	359	359	712 SF	224,863 SF	287,432 SF	316	100.0 %
COMMERCIAL							
COMMERCIAL USE						2,000 SF	
PARKING PROVIDED				BUILDING INFORMATION			
RESIDENT PARKING				330	CONSTRUCTION TYPE	V-A	
GUEST PARKING				6	SITE AREA (ACRES)	2.55	
COMMERCIAL PARKING				0*	FAR	261%	
TOTAL PARKING				336	DU / ACRE	123.8	
PARKING / DU				1.06			
PARKING / BDRM				.94			

*SOBL WAIVER REQUESTED TO ELIMINATE PARKING REQUIREMENT FOR THE COMMERCIAL SPACE.

LOT B - TOWNHOMES (MARKET RATE CONDOMINIUMS)							
UNIT TYPE	BDRM	BATH	AVG SF / UNIT	UNIT TOTAL GSF	BUILDING GSF	UNIT COUNT	% TOTAL
TH 1	3	3.5	1,740 SF	13,990 SF		8	30.8 %
TH 2	2	2.5	1,199 SF	9,591 SF		8	30.8 %
TH 3	3	3.5	2,052 SF	10,262 SF		5	19.2 %
TH 3.1	3	3.5	2,052 SF	10,262 SF		5	19.2 %
TOTAL/AVG	70	83	1,696 SF	44,102 SF	44,249 SF	26	100.0 %
PARKING PROVIDED				BUILDING INFORMATION			
RESIDENT PARKING *1				44	CONSTRUCTION TYPE	V-A	
GUEST PARKING				21	SITE AREA (ACRES)	1.27	
TOTAL PARKING				65	FAR	80%	
PARKING / DU				2.50	DU / ACRE	20.4	
PARKING / BDRM				.93			

LOT C - TOWNHOMES (AFFORDABLE CONDOMINIUMS)							
UNIT TYPE	BDRM	BATH	AVG SF / UNIT	UNIT TOTAL GSF	BUILDING GSF	UNIT COUNT	% TOTAL
TH 4	3	2.5	1,490 SF	8,878 SF		6	33.3 %
TH 4.1	4	2.5	1,514 SF	4,542 SF		3	16.7 %
TH 4.2	4	2.5	1,415 SF	4,247 SF		3	16.7 %
TH 4.3	2	1.5	958 SF	2,873 SF		3	16.7 %
TH 5	4	2	1,581 SF	4,742 SF		3	16.7 %
TOTAL/AVG	60	40.5	1,405 SF	25,281 SF	25,369 SF	18	100.0 %
PARKING PROVIDED				BUILDING INFORMATION			
RESIDENT PARKING				16	CONSTRUCTION TYPE	V-A	
GUEST PARKING				6	SITE AREA (ACRES)	.62	
TOTAL PARKING				24	FAR	93.5%	
PARKING / DU				1.33	DU / ACRE	28.9	
PARKING / BDRM				.40			

LOT D - TOWNHOMES (MARKET RATE CONDOMINIUMS)							
UNIT TYPE	BDRM	BATH	AVG SF / UNIT	UNIT TOTAL GSF	BUILDING GSF	UNIT COUNT	% TOTAL
TH 1	3	3.5	1,740 SF	45,466 SF		26	36.1 %
TH 2	2	2.5	1,199 SF	31,171 SF		26	36.1 %
TH 3	3	3.5	2,052 SF	10,262 SF		5	6.9 %
TH 3.1	3	3.5	2,052 SF	30,785 SF		15	20.9 %
TOTAL/AVG	190	226	1,635 SF	117,685 SF	118,121 SF	72	100.0 %
PARKING PROVIDED				BUILDING INFORMATION			
RESIDENT PARKING *2				118	CONSTRUCTION TYPE	V-A	
GUEST PARKING				9	SITE AREA (ACRES)	3.12	
TOTAL PARKING				127	FAR	87%	
PARKING / DU				1.76	DU / ACRE	23.1	
PARKING / BDRM				.67			

* NOTE: TANDEM PARKING SPACES ARE COUNTED AS ONLY ONE (1) SPACE PER MP ZONING CODE.
 1 LOT B: OUT OF THE 44 RESIDENT PARKING SPACES: 8 OF THOSE SPACES ARE TANDEM. ACTUAL SPACES TOTAL 52.
 2 LOT D: OUT OF THE 118 RESIDENT PARKING SPACES: 26 OF THOSE SPACES ARE TANDEM. ACTUAL SPACES TOTAL 144.

TOTAL SUMMARY FOR PURPOSE OF FAR CALCULATIONS BASED ON MP 16.04.325							
UNIT TYPE	BDRM	BATH	AVG SF / UNIT	UNIT GSF	BUILDING GSF	UNIT COUNT	% TOTAL
LOT A	359	359	712 SF	224,863 SF	287,432 SF	316	36.1 %
LOT B	70	83	1,696 SF	44,102 SF	44,249 SF	26	36.1 %
LOT C	60	40.5	1,405 SF	25,281 SF	25,369 SF	18	6.9 %
LOT D	190	226	1,635 SF	117,685 SF	118,121 SF	72	20.9 %
TOTAL/AVG	679	708.5	.954 SF	411,931 SF	475,171 SF	432	100.0 %
PARKING PROVIDED				PROJECT INFORMATION			
RESIDENT PARKING *3				510	TOTAL SITE AREA (ACRES)	8.15 AC	
GUEST PARKING				42	DENSITY (DU / AC)	53	
TOTAL PARKING				552	TOTAL UNITS	432	
PARKING / DU				1.28	FAR	134%	
PARKING / BDRM				.81	TOTAL BUILDING GSF	475,171 SF	
					BUILDING GSF / UNIT	1,100 SF	

3 OUT OF THE 510 RESIDENT PARKING SPACES, 34 OF THOSE SPACES ARE TANDEM. ACTUAL SPACES TOTAL 544.

BICYCLE PARKING (APARTMENT)		BICYCLE PARKING (TOWNHOME)		BICYCLE PARKING (COMMERCIAL)	
LONG-TERM PROVIDED	474	LONG-TERM PROVIDED	174	LONG-TERM PROVIDED	1
SHORT-TERM PROVIDED	48	SHORT-TERM PROVIDED	18	SHORT-TERM PROVIDED	1
TOTAL PROVIDED	522	TOTAL PROVIDED	192	TOTAL PROVIDED	2
PARKING / DU	1.85	PARKING / DU	1.66		

R-MU ZONING FAR GRADIENT LINKED TO DENSITY					
DENSITY (DU / AC)	30	40	50	60	70
TOTAL UNITS ALLOWED (DU * SITE AREA (ACRES))	245	326	408	490	560
FAR ALLOWED AT GIVEN DENSITY	90%	109%	129%	149%	169%
TOTAL BUILDING GSF ALLOWED (AC * FAR)	319,513 SF	387,060 SF	456,447 SF	528,800 SF	606,400 SF
BUILDING GSF / UNIT	1,307 SF	1,150 SF	1,120 SF	1,104 SF	1,104 SF

APARTMENT AREA SUMMARY (FOR FLOOR AREA CALCULATION PER MENLO PARK'S ZONING ORDINANCE 16.04.325)									
INCLUDED IN FAR	BUILDING TYPE	LEVEL B1	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	ROOF	TOTAL
COMMON AREA	378 SF	2,931 SF							3,309 SF
AMENITIES		1,508 SF	4,197 SF	648 SF		588 SF			6,941 SF
CIRCULATION		5,909 SF	8,828 SF	8,969 SF	8,998 SF	9,121 SF	459 SF		42,283 SF
SUPPORT	4,043 SF	3,264 SF	1,093 SF	545 SF	545 SF	546 SF			10,036 SF
TOTAL	4,421 SF	28,221 SF	63,121 SF	63,663 SF	65,059 SF	62,489 SF	459 SF		287,432 SF
NOT INCLUDED IN FAR	PARKING (VEHICULAR)	75,362 SF	53,401 SF						128,763 SF
PARKING (BICYCLES)	4,276 SF	681 SF							4,958 SF
TRASH/FAN/SHAFTS	4,483 SF	2,425 SF	1,522 SF	1,650 SF	1,649 SF	1,637 SF			13,387 SF

TOWNHOMES AREA SUMMARY (FOR FLOOR AREA CALCULATION PER MENLO PARK'S ZONING ORDINANCE 16.04.325)											
TOWNHOME TYPE	COUNT	LEVEL 1	LEVEL 2	LEVEL 3	UTILITY	PER BLDG	TOTAL (FAR)	DECK PER TYPE	DECK TOTAL	GARAGE (NON FAR)	GARAGE TOTAL
3-PLEX	1	755 SF	2,118 SF	2,125 SF	29 SF	5,027 SF	5,027 SF	267 SF	267 SF	1,408 SF	1,408 SF
4-PLEX	5	1,140 SF	2,947 SF	2,955 SF	29 SF	7,072 SF	35,358 SF	371 SF	1,854 SF	1,850 SF	9,252 SF
5-PLEX	9	1,131 SF	3,403 SF	3,419 SF	29 SF	7,982 SF	71,842 SF	431 SF	3,876 SF	2,359 SF	21,227 SF
6-PLEX	5	1,520 SF	4,231 SF	4,245 SF	29 SF	10,029 SF	50,143 SF	534 SF	2,670 SF	2,798 SF	13,993 SF
6-PLEX AFF	1	2,338 SF	3,904 SF	2,188 SF	29 SF	8,460 SF	8,460 SF	159 SF	159 SF	1,667 SF	1,667 SF
12-PLEX AFF	1	4,664 SF	7,809 SF	4,375 SF	59 SF	16,909 SF	16,909 SF	317 SF	317 SF	3,346 SF	3,346 SF
TOTAL	22	31,240 SF	80,347 SF	75,482 SF	671 SF	187,739 SF			9,143 SF		50,893 SF

GENERAL NOTE FOR ALL CHARTS: NUMBERS PRESENTED ARE USED SOLELY FOR THE PURPOSE OF F.A.R CALCULATIONS BASED ON MENLO PARK'S ZONING ORDINANCE 16.04.325



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Sheet Title:
EXISTING BUILDING
PHOTOS 127
INDEPENDENCE

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Sheet Title:
EXISTING BUILDING
PHOTOS 130
CONSTITUTION

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EXISTING BUILDING
PHOTOS 1205
CHRYSLER

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A025



CONSTITUTION DRIVE COMPOSITE ELEVATION



CHRYSLER DRIVE COMPOSITE ELEVATION



INDEPENDENCE DRIVE COMPOSITE ELEVATION
(EAST OF PASEO)

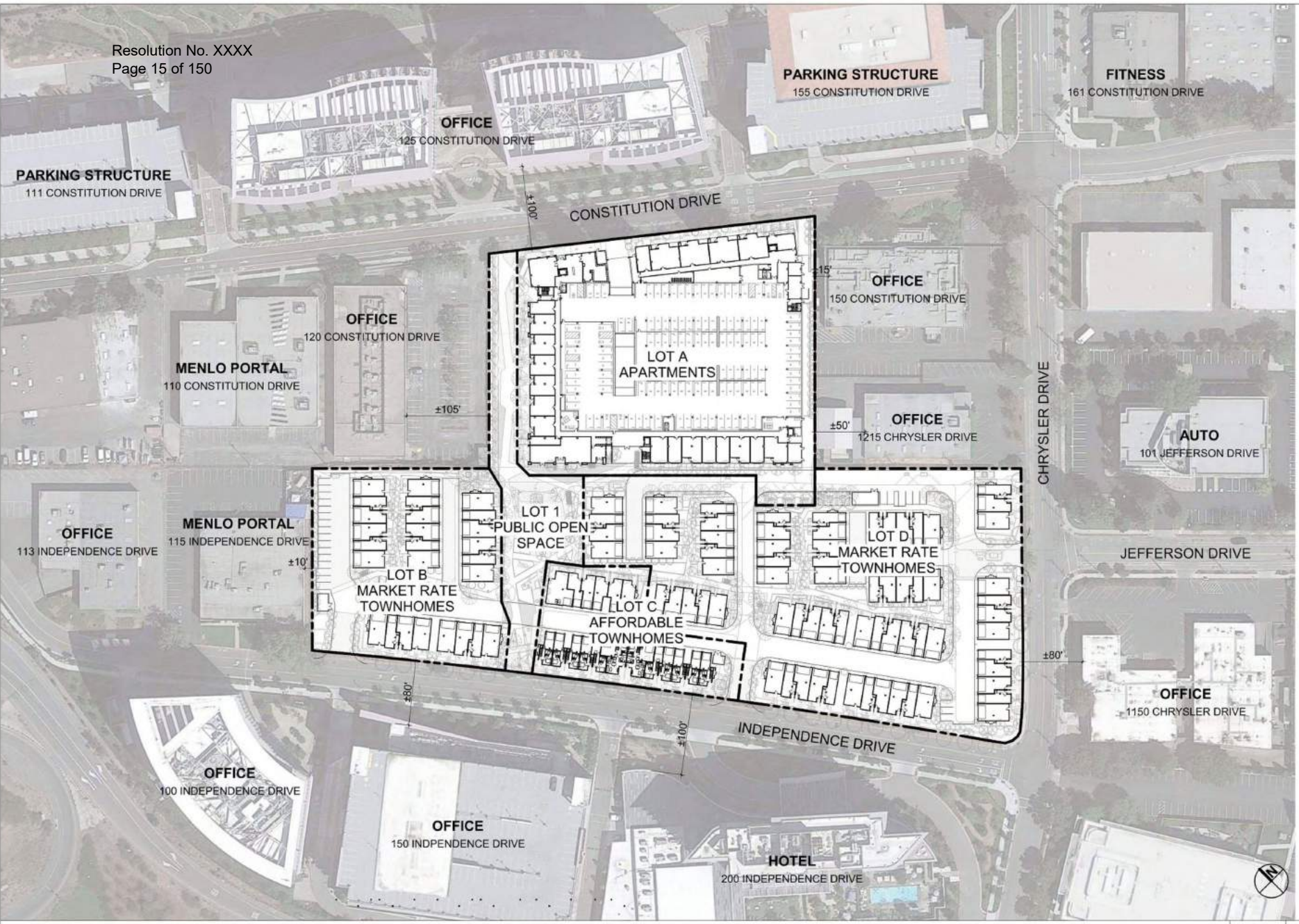


INDEPENDENCE DRIVE COMPOSITE ELEVATION
(WEST OF PASEO)



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Sheet Title:
SITE CONTEXT MAP

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SITE PLAN - CONTEXT MAP 1" = 50'-0" 1

CONSTITUTION DRIVE



VEHICULAR GARAGE ENTRY

LOT A
APARTMENT

LOT B
MARKET RATE
TOWNHOMES

LOT C
AFFORDABLE
TOWNHOMES

LOT D
MARKET RATE
TOWNHOMES

LOT 1
PUBLIC OPEN SPACE

CHRYSLER DRIVE

INDEPENDENCE DRIVE



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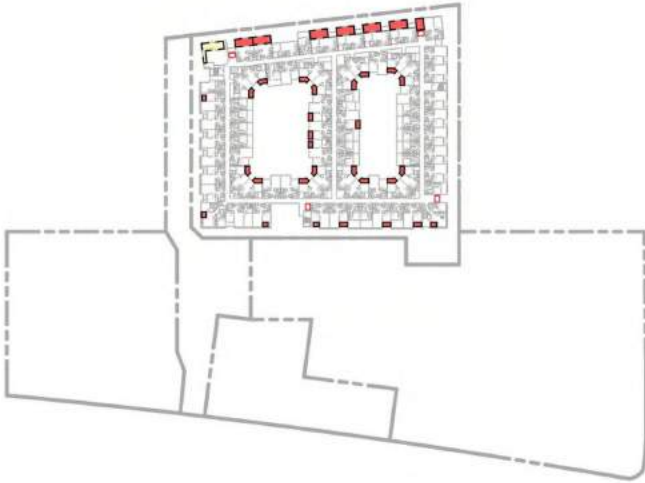
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Sheet Title:
**PROPOSED
ILLUSTRATIVE SITE
PLAN**

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ILLUSTRATIVE SITE PLAN 1" = 30'-0" 1



OPEN SPACE - LEVEL 5 1" = 80'-0" 4



OPEN SPACE - LEVEL 2 1" = 80'-0" 2



OPEN SPACE - LEVEL 4 (LEVEL 3 SIM) 1" = 80'-0" 3



OPEN SPACE - LEVEL 1 1" = 80'-0" 1

PUBLIC OPEN SPACE	
LOT 1 - PASEO & PARK	LOT SIZE: 26,154 SF
PARK	11,945 SF
PASEO	14,209 SF
PROVIDED PUBLIC OPEN SPACE	26,154 SF
REQUIRED PUBLIC OPEN SPACE	10,300 SF

PUBLICLY ACCESSIBLE OPEN SPACE	
LOT A - APARTMENT	LOT SIZE: 111,186 SF
LANDSCAPE ZONES	9,586 SF
STREET FRONTAGE	3,965 SF
PROVIDED PUBLICLY ACCESSIBLE OPEN SPACE	13,551 SF
REQUIRED PUBLICLY ACCESSIBLE OPEN SPACE*	6,949 SF

LOT B - TOWHOMES	
LOT SIZE: 54,974 SF	
LANDSCAPE ZONES	8,423 SF
STREET FRONTAGE	3,932 SF
PROVIDED PUBLICLY ACCESSIBLE OPEN SPACE	12,355 SF
REQUIRED PUBLICLY ACCESSIBLE OPEN SPACE*	3,438 SF

LOT C - TOWHOMES	
LOT SIZE: 27,109 SF	
LANDSCAPE ZONES	636 SF
STREET FRONTAGE	2,433 SF
PROVIDED PUBLICLY ACCESSIBLE OPEN SPACE	3,070 SF
REQUIRED PUBLICLY ACCESSIBLE OPEN SPACE*	1,694 SF

LOT D - TOWHOMES	
LOT SIZE: 135,752 SF	
LANDSCAPE ZONES	6,935 SF
STREET FRONTAGE	13,247 SF
PROVIDED PUBLICLY ACCESSIBLE OPEN SPACE	20,182 SF
REQUIRED PUBLICLY ACCESSIBLE OPEN SPACE*	8,485 SF

COMMON & PRIVATE OPEN SPACE	
LOT A - APARTMENT	LOT SIZE: 111,186 SF
COMMON: LANDSCAPE PODIUM COURTYARD	23,360 SF
PRIVATE BALCONIES, DECKS, PATIOS (6' X 6' MIN.)	8,486 SF
PROVIDED COMMON & PRIVATE OPEN SPACE	31,847 SF
REQUIRED COMMON & PRIVATE OPEN SPACE (100 SF * 316)	31,600 SF

LOT B - TOWHOMES	
LOT SIZE: 54,974 SF	
COMMON: GREEN SPACES BETWEEN TOWNHOMES	2,148 SF
PRIVATE BALCONIES, DECKS, PATIOS (6' X 6' MIN.)	2,955 SF
PROVIDED COMMON & PRIVATE OPEN SPACE	5,102 SF
REQUIRED COMMON & PRIVATE OPEN SPACE (100 SF * 26)	2,600 SF

LOT C - TOWHOMES	
LOT SIZE: 27,109 SF	
COMMON: GREEN SPACES BETWEEN TOWNHOMES	1,277 SF
PRIVATE BALCONIES, DECKS, PATIOS (6' X 6' MIN.)	691 SF
PROVIDED COMMON & PRIVATE OPEN SPACE	1,969 SF
REQUIRED COMMON & PRIVATE OPEN SPACE (100 SF * 18)	1,800 SF

LOT D - TOWHOMES	
LOT SIZE: 135,752 SF	
COMMON: GREEN SPACES BETWEEN TOWNHOMES	12,093 SF
PRIVATE BALCONIES, DECKS, PATIOS (6' X 6' MIN.)	9,064 SF
PROVIDED COMMON & PRIVATE OPEN SPACE	21,157 SF
REQUIRED COMMON & PRIVATE OPEN SPACE (100 SF * 72)	7,200 SF

OVERALL SITE SUMMARY	
PROVIDED TOTAL PUBLICLY ACCESSIBLE OPEN SPACE	49,156 SF
REQUIRED TOTAL PUBLICLY ACCESSIBLE OPEN SPACE*	22,199 SF
PROVIDED TOTAL OPEN SPACE	135,387 SF
REQUIRED TOTAL OPEN SPACE**	88,794 SF

* 25% OF MINIMUM OPEN SPACE
** 25% OF TOTAL LOT AREA



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Sheet Title:
**OPEN SPACE
DIAGRAM**

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A103



OPEN SPACE - ENLARGED LOT C LEVEL 2 1" = 20'-0" 2



OPEN SPACE - ENLARGED LOT C LEVEL 1 1" = 20'-0" 1

COMMON & PRIVATE OPEN SPACE	
LOT C - TOWNHOMES	LOT SIZE: 27,109 SF
COMMON: GREEN SPACES BETWEEN TOWNHOMES	1,277 SF
PRIVATE BALCONIES, DECKS, PATIOS (6' X 6' MIN.)	691 SF
PROVIDED COMMON & PRIVATE OPEN SPACE	1,969 SF
REQUIRED COMMON & PRIVATE OPEN SPACE (100 SF * 16)	1,600 SF



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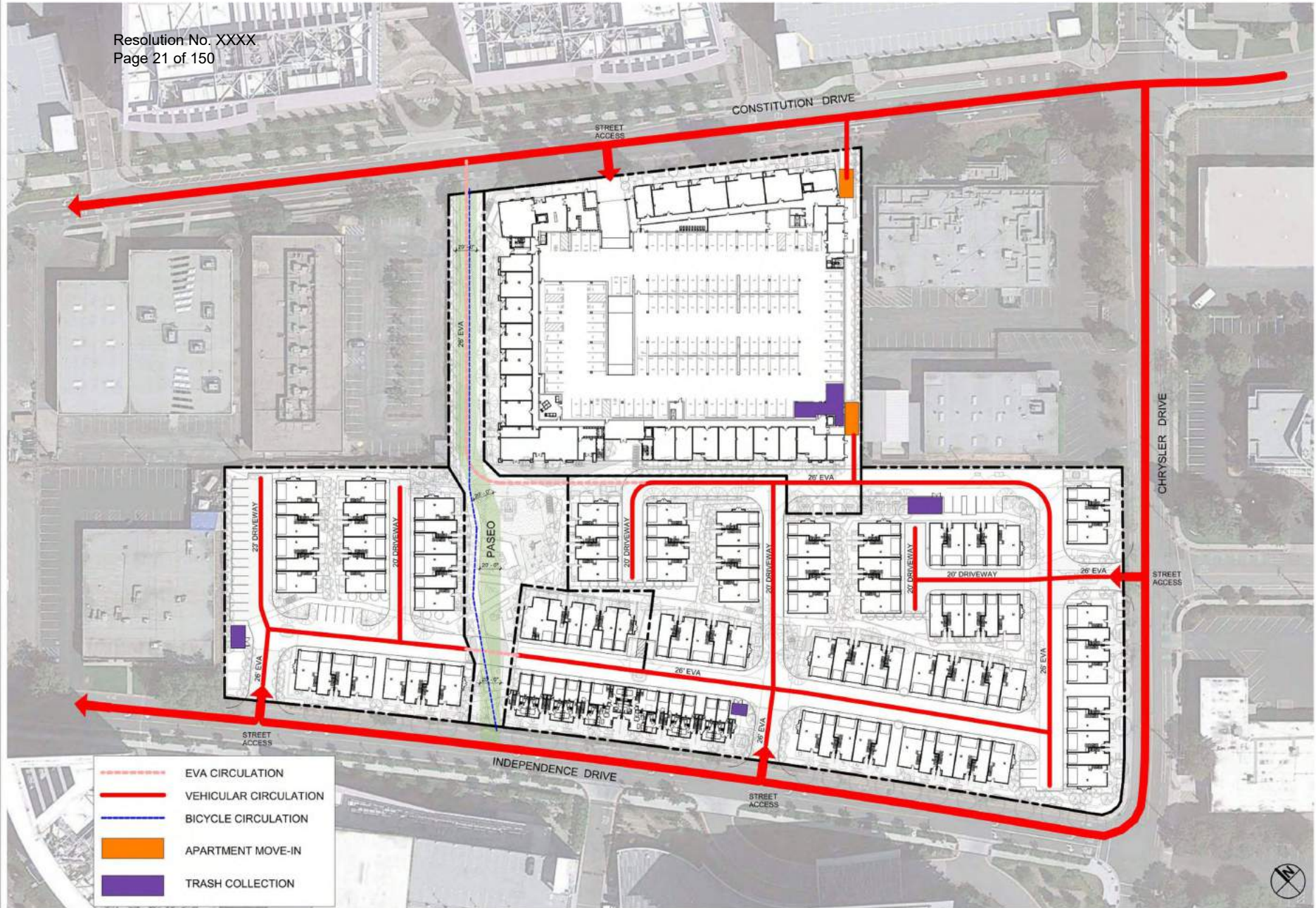
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ENLARGED LOT C
OPEN SPACE
DIAGRAM

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- - - - - EVA CIRCULATION
- VEHICULAR CIRCULATION
- BICYCLE CIRCULATION
- APARTMENT MOVE-IN
- TRASH COLLECTION

SITE PLAN - CIRCULATION 1" = 40'-0" 1



AREA SUMMARY (FOR FLOOR AREA CALCULATION PER MENLO PARK'S ZONING ORDINANCE 16.04.325)				
	BUILDING TYPE	APARTMENT (SF)	TOWNHOMES (SF)	TOTAL (SF)
INCLUDED IN FAR	RESIDENTIAL UNITS			
	COMMON AREA	378 SF		378 SF
	AMENITIES			
	CIRCULATION			
	SUPPORT	4,043 SF		4,043 SF
	TOTAL	4,421 SF		4,421 SF
NOT INCLUDED IN FAR	PARKING (VEHICULAR)	75,362 SF		75,362 SF
	PARKING (BICYCLES)	4,276 SF		4,276 SF
	TRASH/FAN/SHAFTS	4,483 SF		4,483 SF

LEVEL B1 FAR 1" = 40'-0" 1

AREA SUMMARY

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Sheet Title:
FAR TABULATIONS
LEVEL B1

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LEVEL 1 FAR 1" = 40'-0" 1

AREA SUMMARY (FOR FLOOR AREA CALCULATION PER MENLO PARK'S ZONING ORDINANCE 16.04.325)				
	BUILDING TYPE	APARTMENT (SF)	TOWNHOMES (SF)	TOTAL (SF)
INCLUDED IN FAR	RESIDENTIAL UNITS	14,608 SF	31,240 SF	45,848 SF
	COMMON AREA	2,931 SF		2,931 SF
	AMENITIES	1,508 SF		1,508 SF
	CIRCULATION	5,909 SF		5,909 SF
	SUPPORT	3,284 SF	671 SF	3,935 SF
	TOTAL	28,221 SF	31,910 SF	62,131 SF
NOT INCLUDED IN FAR	PARKING (VEHICULAR)	53,401 SF	50,893 SF	104,294 SF
	PARKING (BICYCLES)	681 SF		681 SF
	TRASH/FAN SHAFTS	2,425 SF	1,001 SF	3,426 SF
	COMMERCIAL SPACE			2,000 SF

AREA SUMMARY

Sheet Title:
FAR TABULATIONS
LEVEL 1

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LEVEL 2 FAR 1" = 40'-0" 1

AREA SUMMARY (FOR FLOOR AREA CALCULATION PER MENLO PARK'S ZONING ORDINANCE 16.04.325)

	BUILDING TYPE	APARTMENT (SF)	TOWNHOMES (SF)	TOTAL (SF)
INCLUDED IN FAR	RESIDENTIAL UNITS	49,004 SF	80,347 SF	129,350 SF
	COMMON AREA			
	AMENITIES	4,197 SF		4,197 SF
	CIRCULATION	8,828 SF		8,828 SF
	SUPPORT	1,093 SF		1,093 SF
	TOTAL	63,121 SF	80,347 SF	143,468 SF
NOT INCLUDED IN FAR	PARKING (VEHICULAR)			
	PARKING (BICYCLES)			
	TRASH/FAN/SHAFTS	1,522 SF		1,522 SF

AREA SUMMARY

123 Independence
Menlo Park, CA
The Sobrato Organization
559 Castro Street, Suite 400
Mountain View, CA

Sheet Title:
FAR TABULATIONS
LEVEL 2

Job No: 20004
Date: 6/12/2023
Scale: As indicated
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Sheet No:
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LEVEL 3 FAR 1" = 40'-0" 1

AREA SUMMARY (FOR FLOOR AREA CALCULATION PER MENLO PARK'S ZONING ORDINANCE 16.04.325)				
	BUILDING TYPE	APARTMENT (SF)	TOWNHOMES (SF)	TOTAL (SF)
INCLUDED IN FAR	RESIDENTIAL UNITS	53,500 SF	75,482 SF	128,982 SF
	COMMON AREA			
	AMENITIES	648 SF		
	CIRCULATION	8,969 SF		
	SUPPORT	545 SF		
	TOTAL	63,663 SF	75,482 SF	139,144 SF
NOT INCLUDED IN FAR	PARKING (VEHICULAR)			
	PARKING (BICYCLES)			
	TRASH/FAN/SHAFTS	1,650 SF		1,650 SF

AREA SUMMARY

Sheet Title:
**FAR TABULATIONS
LEVEL 3**

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LEVEL 4 FAR 1" = 40'-0" 1

AREA SUMMARY (FOR FLOOR AREA CALCULATION PER MENLO PARK'S ZONING ORDINANCE 16.04.325)

	BUILDING TYPE	APARTMENT (SF)	TOWNHOMES (SF)	TOTAL (SF)
INCLUDED IN FAR	RESIDENTIAL UNITS	55,517 SF		55,517 SF
	COMMON AREA			
	AMENITIES			
	CIRCULATION	8,998 SF		8,998 SF
	SUPPORT	545 SF		545 SF
	TOTAL	65,059 SF		65,059 SF
NOT INCLUDED IN FAR	PARKING (VEHICULAR)			
	PARKING (BICYCLES)			
	TRASH/FAN/SHAFTS	1,649 SF		1,649 SF

AREA SUMMARY

Sheet Title:
**FAR TABULATIONS
LEVEL 4**

Job No: 20004
Date: 6/12/2023
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LEVEL 5 FAR 1" = 40'-0" 1

AREA SUMMARY (FOR FLOOR AREA CALCULATION PER MENLO PARK'S ZONING ORDINANCE 16.04.325)

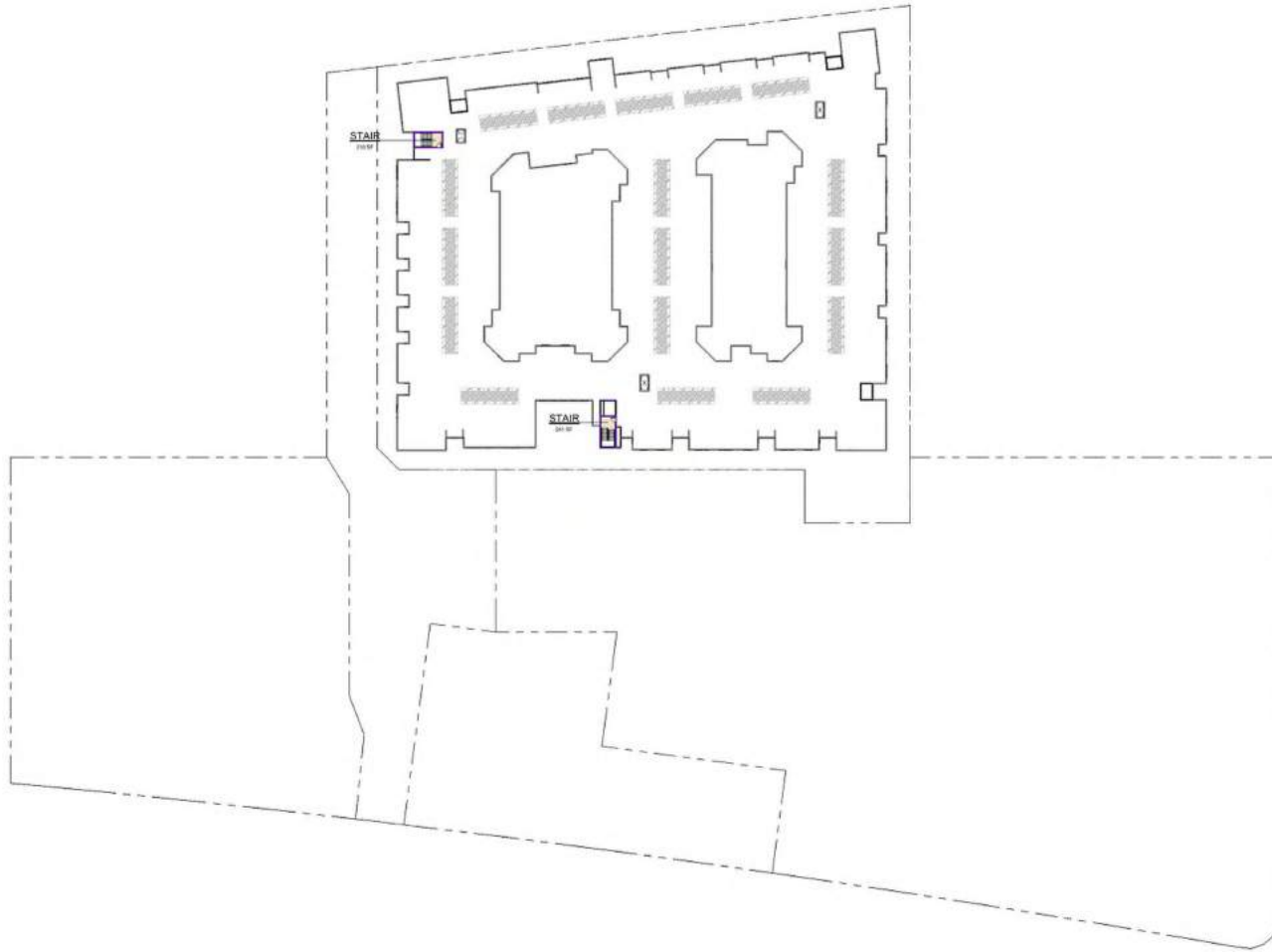
	BUILDING TYPE	APARTMENT (SF)	TOWNHOMES (SF)	TOTAL (SF)
INCLUDED IN FAR	RESIDENTIAL UNITS	52,234 SF		52,234 SF
	COMMON AREA			
	AMENITIES	588 SF		588 SF
	CIRCULATION	9,121 SF		9,121 SF
	SUPPORT	545 SF		545 SF
	TOTAL	62,489 SF		62,489 SF
NOT INCLUDED IN FAR	PARKING (VEHICULAR)			
	PARKING (BICYCLES)			
	TRASH/FAN/SHAFTS	1,637 SF		1,637 SF

AREA SUMMARY

Sheet Title:
**FAR TABULATIONS
LEVEL 5**

Job No: 20004
Date: 6/12/2023
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Sheet No:
A115



AREA SUMMARY (FOR FLOOR AREA CALCULATION PER MENLO PARK'S ZONING ORDINANCE 16.04.325)

	BUILDING TYPE	APARTMENT (SF)	TOWNHOMES (SF)	TOTAL (SF)
INCLUDED IN FAR	RESIDENTIAL UNITS			
	COMMON AREA			
	AMENITIES			
	CIRCULATION	459 SF		459 SF
	SUPPORT			
	TOTAL			459 SF
NOT INCLUDED IN FAR	PARKING (VEHICULAR)			
	PARKING (BICYCLES)			
	TRASH/FAN/SHAFTS			

ROOF LEVEL FAR 1" = 40'-0" 1

AREA SUMMARY



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Sheet Title:
**FAR TABULATIONS
ROOF LEVEL**

Job No: 20004
Date: 6/12/2023
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Sheet Title:
**APARTMENT
BUILDING PLAN
LEVEL B1**

Job No. 20004
Date: 6/12/2023
Scale: 1/16" = 1'-0"
Drawn By: STS

Sheet No:
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LEVEL B1 1/16" = 1'-0" 1



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Sheet Title:
APARTMENT
BUILDING PLAN
LEVEL 2

Job No. 20004
Date: 6/12/2023
Scale: 1/16" = 1'-0"
Drawn By: Author

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LEVEL 2 (PODIUM) 1/16" = 1'-0" 1



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Sheet Title:
APARTMENT
BUILDING PLAN
LEVEL 3

Job No.: 20004
Date: 6/12/2023
Scale: 1/16" = 1'-0"
Drawn By: STS

Sheet No.:
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LEVEL 3 1/16" = 1'-0" 1



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Sheet Title:
APARTMENT
BUILDING PLAN
LEVEL 4

Job No: 20004
Date: 6/12/2023
Scale: 1/16" = 1'-0"
Drawn By: STS

Sheet No:
A204

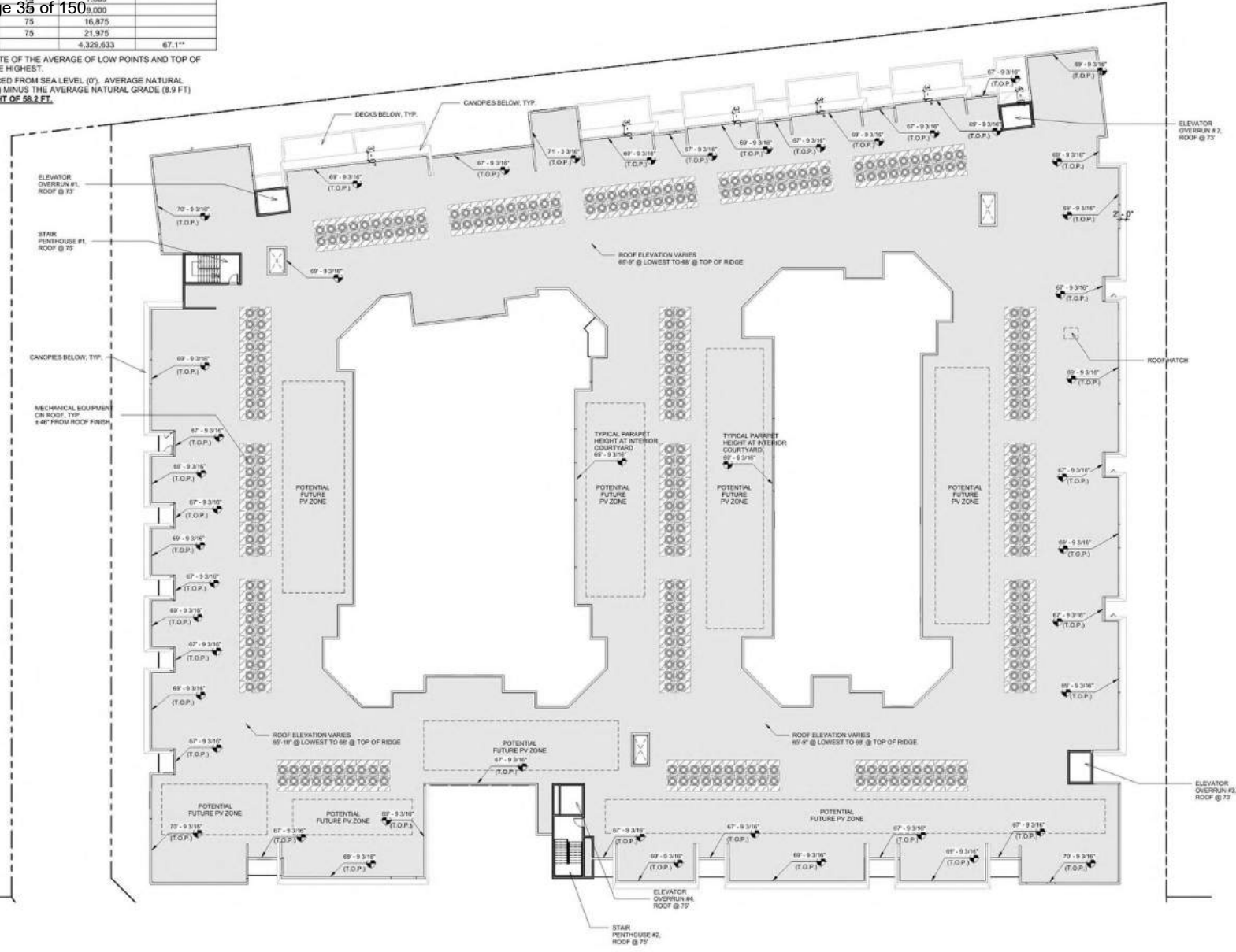


LEVEL 4 1/16" = 1'-0" 1

ROOF HEIGHT CALCULATION			
	AREA	HEIGHT (FT)	AREA x HEIGHT
TYPICAL ROOF	63,564	67"	4,258,768
ELEVATOR OVERRUN #1	105	73	7,665
ELEVATOR OVERRUN #2	105	73	7,665
ELEVATOR OVERRUN #3	105	73	7,665
ELEVATOR OVERRUN #4	105	73	7,665
STAIR PENTHOUSE #1	225	75	16,875
STAIR PENTHOUSE #2	293	75	21,975
TOTAL	64,517		4,329,633
			67.1"

Resolution No. XXXX
Page 35 of 150

* TYPICAL ROOF HEIGHT IS AN ESTIMATE OF THE AVERAGE OF LOW POINTS AND TOP OF RIDGES WHERE THE ELEVATION IS THE HIGHEST.
** HEIGHTS CALCULATED ARE MEASURED FROM SEA LEVEL (0'). AVERAGE NATURAL GRADE IS 8.9'. AVERAGE HEIGHT (67.1) MINUS THE AVERAGE NATURAL GRADE (8.9 FT) EQUALS AN AVERAGE BUILDING HEIGHT OF 58.2 FT.



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Sheet Title:
APARTMENT
BUILDING ROOF
PLAN

Job No: 20004
Date: 6/12/2023
Scale: As Indicated
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ROOF 1/16" = 1'-0" 1



PARKING PLAN - LEVEL 1 1" = 40'-0" 2



PARKING PLAN - LEVEL B1 1" = 40'-0" 1



TWO TIERED BICYCLE RACK
8 BICYCLES PER RACK

LONG TERM BICYCLE STORAGE INFORMATION

ACCESSIBLE PARKING REQUIRED	RESIDENTIAL 2% OF UNIT	
		VAN ACCESSIBLE (1 IN 8)
	STANDARD ACCESSIBLE	6
	VISITOR/UNASSIGNED 5% OF PARKING	
	VAN ACCESSIBLE (1 IN 8)	1
	STANDARD ACCESSIBLE	0
	TOTAL	8
EV CHARGING SPACES *	MANDATORY 15%	
	EV WITH 8' LOADING (1 IN 25 EV) ***	48
	TOTAL **	51

* ALL REQUIRED RESIDENTIAL EV (100%) TO BE 9' X 18'
** AT LEAST 1 EV SPACE IN COMMON USE AREA
*** NOT REQUIRED UNTIL CHARGERS ARE INSTALLED

APARTMENT REQUIRED PARKING SUMMARY

RESIDENTIAL/ UNASSIGNED	STALL TYPE	LEVEL B1	LEVEL 1	TOTAL
		ACCESSIBLE (9'-0" X 18'-0") ¹	0	6
	VAN ACCESSIBLE (9'-0" X 18'-0") ²	0	1	1
	UNINSTALL (9'-0" X 15'-0")	127	98	225
	STALL IN MECH PALLET (9'-0" X 15'-0")	47	0	47
	STANDARD EVCS (9'-0" X 15'-0")	30	18	48
	EVCS WITH 8' LOADING (9'-0" X 18'-0")	0	3	3
	VAN ACCESSIBLE (9'-0" X 18'-0")	0	1	1
	UNINSTALL (9'-0" X 15'-0")	0	5	5
	TOTAL	204	132	336

NOTES:
15% OF EV STALLS ON DAY 1. 1 IN EVERY 25 EV SPACES IS PROVIDED WITH 8' WIDE AISLE.
1 PER UNIT SPACES WILL BE EV READY SPACES. ALL STALLS ARE 9' X 18' TO ALLOW FOR 1 PER UNIT FUTURE CRITERIA. SOME STALL LOSS FROM THIS SUBMITTAL IS EXPECTED DURING FUTURE INSTALLATION AND INCREASE IN EV PERCENTAGE FOR ADDING 8' ACCESS AISLES.
1 STANDARD ACCESSIBLE STALLS TO HAVE AN ADJACENT ACCESS AISLE OF 5' MINIMUM.
2 VAN ACCESSIBLE STALLS TO HAVE AN ADJACENT ACCESS AISLE OF 8' MINIMUM.

APARTMENT PROVIDED PARKING SUMMARY



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APARTMENT
PARKING PLANS

Job No.: 20004
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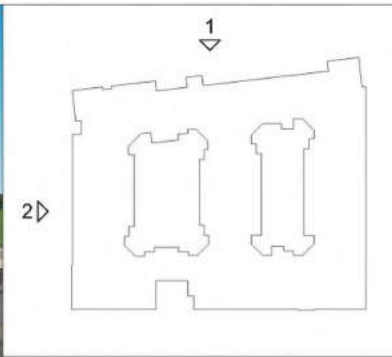
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CONSTITUTION PERSPECTIVE



PASEO PERSPECTIVE



KEY MAP

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PASEO 1/16" = 1'-0" 2



CONSTITUTION DRIVE 1/16" = 1'-0" 1

LEGEND	
A1	CEMENT PLASTER - SMOKE
A2	CEMENT PLASTER - LIGHT GRAY
A3	CEMENT PLASTER - GRAY
A4	CEMENT PLASTER - DARK GRAY
A5	CEMENT PLASTER - YELLOW
B1	FIBER CEMENT PANEL - WHITE
B2	FIBER CEMENT PANEL - YELLOW
B3	FIBER CEMENT PANEL - GRAY
D1	PORCELAIN TILE
E1	FIBER CEMENT SIDING
W1	VINYL WINDOW, TYP.
W2	STOREFRONT, TYP.
R1	GLASS RAILING
R2	VERTICAL METAL RAILING
F1	GREENSCREEN

COLOR AND MATERIAL

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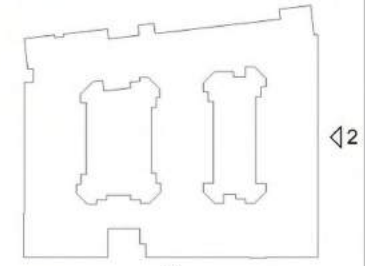
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**APARTMENT
BUILDING
ELEVATIONS**

Job No: 20004
Date: 6/12/2023
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A301



PUBLIC OPEN SPACE PERSPECTIVE



KEY MAP



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EAST 1/16" = 1'-0" 2



PUBLIC OPEN SPACE / SOUTH 1/16" = 1'-0" 1

LEGEND	
A1	CEMENT PLASTER - SMOKE
A2	CEMENT PLASTER - LIGHT GRAY
A3	CEMENT PLASTER - GRAY
A4	CEMENT PLASTER - DARK GRAY
A5	CEMENT PLASTER - YELLOW
B1	FIBER CEMENT PANEL - WHITE
B2	FIBER CEMENT PANEL - YELLOW
B3	FIBER CEMENT PANEL - GRAY
D1	PORCELAIN TILE
E1	FIBER CEMENT SIDING
W1	VINYL WINDOW, TYP.
W2	STOREFRONT, TYP.
R1	GLASS RAILING
R2	VERTICAL METAL RAILING
F1	GREENSCREEN

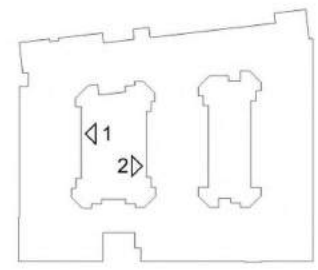
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A302



KEY MAP



WEST COURTYARD - EAST 1/16" = 1'-0" 2



WEST COURTYARD - WEST 1/16" = 1'-0" 1

LEGEND

A1	CEMENT PLASTER - SMOKE
A2	CEMENT PLASTER - LIGHT GRAY
A3	CEMENT PLASTER - GRAY
A4	CEMENT PLASTER - DARK GRAY
A5	CEMENT PLASTER - YELLOW
B1	FIBER CEMENT PANEL - WHITE
B2	FIBER CEMENT PANEL - YELLOW
B3	FIBER CEMENT PANEL - GRAY
D1	PORCELAIN TILE
E1	FIBER CEMENT SIDING
W1	VINYL WINDOW, TYP.
W2	STOREFRONT, TYP.
R1	GLASS RAILING
R2	VERTICAL METAL RAILING
F1	GREENSCREEN

COLOR AND MATERIAL

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Sheet Title:
**APARTMENT
BUILDING
ELEVATIONS
(COURTYARDS)**

Job No. 20004
Date: 6/12/2023
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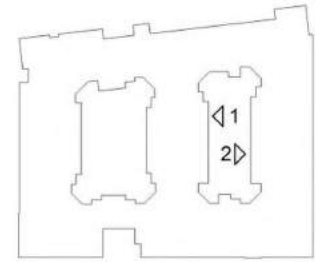


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KEY MAP



EAST COURTYARD - EAST 1/16" = 1'-0" 2



EAST COURTYARD - WEST 1/16" = 1'-0" 1

LEGEND

A1	CEMENT PLASTER - SMOKE
A2	CEMENT PLASTER - LIGHT GRAY
A3	CEMENT PLASTER - GRAY
A4	CEMENT PLASTER - DARK GRAY
A5	CEMENT PLASTER - YELLOW
B1	FIBER CEMENT PANEL - WHITE
B2	FIBER CEMENT PANEL - YELLOW
B3	FIBER CEMENT PANEL - GRAY
D1	PORCELAIN TILE
E1	FIBER CEMENT SIDING
W1	VINYL WINDOW, TYP.
W2	STOREFRONT, TYP.
R1	GLASS RAILING
R2	VERTICAL METAL RAILING
F1	GREENSCREEN

COLOR AND MATERIAL

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(COURTYARDS)**
Job No. 20004
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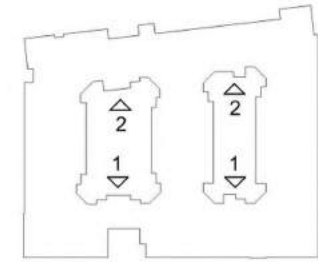


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KEY MAP



COURTYARD - NORTH 1/16" = 1'-0" 2



COURTYARD - SOUTH 1/16" = 1'-0" 1

LEGEND	
A1	CEMENT PLASTER - SMOKE
A2	CEMENT PLASTER - LIGHT GRAY
A3	CEMENT PLASTER - GRAY
A4	CEMENT PLASTER - DARK GRAY
A5	CEMENT PLASTER - YELLOW
B1	FIBER CEMENT PANEL - WHITE
B2	FIBER CEMENT PANEL - YELLOW
B3	FIBER CEMENT PANEL - GRAY
D1	PORCELAIN TILE
E1	FIBER CEMENT SIDING
W1	VINYL WINDOW, TYP.
W2	STOREFRONT, TYP.
R1	GLASS RAILING
R2	VERTICAL METAL RAILING
F1	GREENSCREEN

COLOR AND MATERIAL

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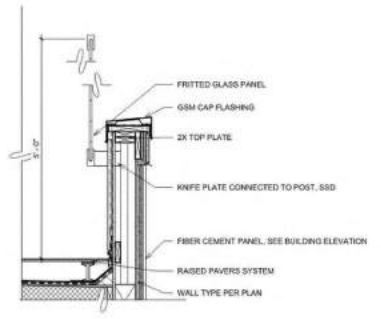
Sheet Title:
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(COURTYARDS)**
Job No. 20004
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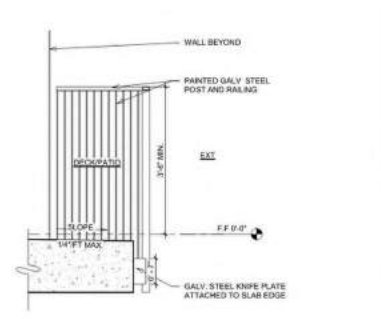


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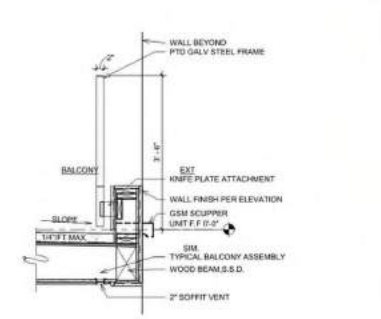
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ROOF DECK GLASS RAILING SECTION 3/4" = 1'-0" 5



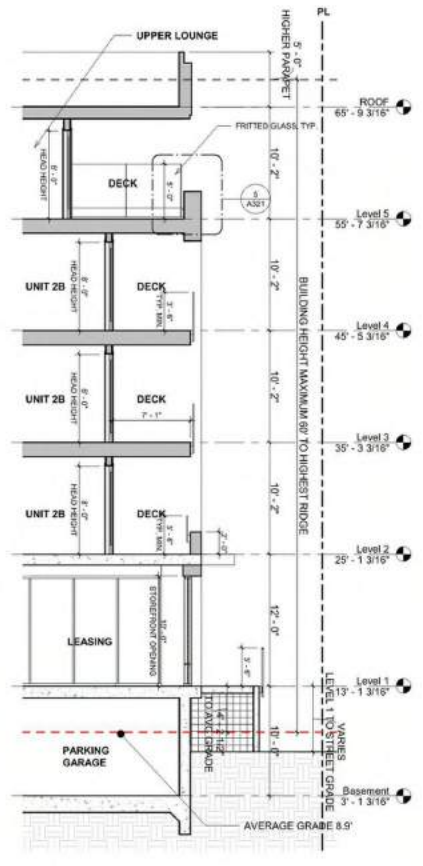
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VERTICAL RAILING @ CONCRETE SECTION 3/4" = 1'-0" 4

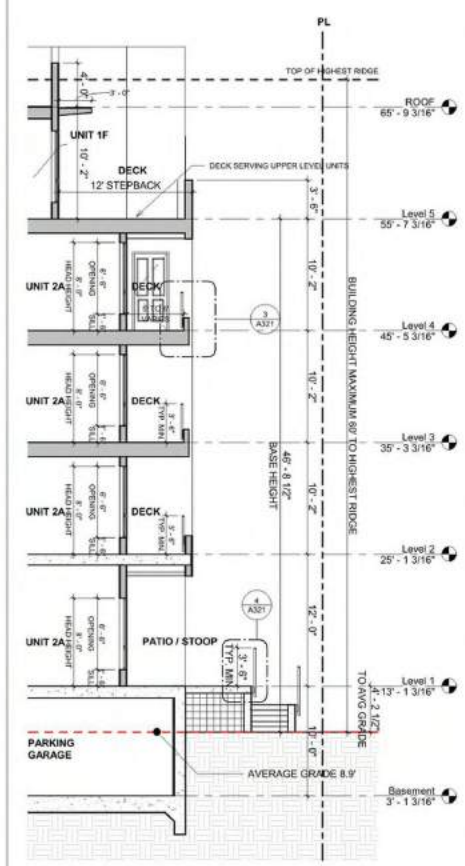


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VERTICAL RAILING BALCONY LOW WALL SECTION 3/4" = 1'-0" 3



CONSTITUTION LEASING WALL SECTION 3/16" = 1'-0" 2



CONSTITUTION STEPBACK WALL SECTION 3/16" = 1'-0" 1

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Sheet Title:
APARTMENT
SCHEMATIC WALL
SECTIONS

Job No: 20004
Date: 6/12/2023
Scale: As Indicated
Drawn By: Author

Sheet No:
A321



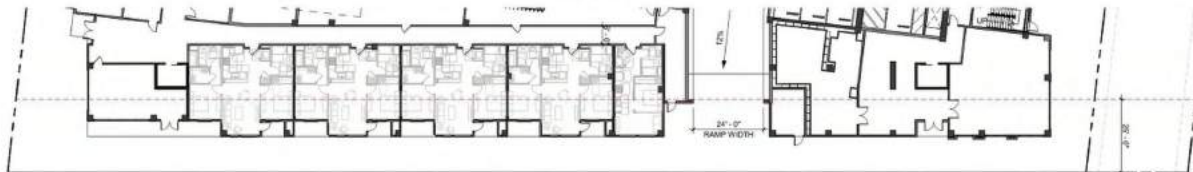
LENGTH OF BUILDING FRONTAGE: 330' - 5"
 MIN. FRONTAGE ABOVE 55' - 0"
 STEPBACKS MORE THAN 10' - 0": $330' - 5" \times 75\% = 247' - 10"$
 PROPOSED STEPBACK ON UPPER STORY: $155' - 10" + 96' - 9" = 252' - 7"$
 $252' - 7" > 247' - 10"$



CONSTITUTION DRIVE 1" = 20'-0" 2

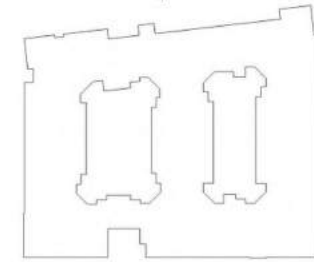


LENGTH OF BUILDING FRONTAGE: 328' - 8"
 MIN. FRONTAGE WITHIN SETBACKS: $328' - 8" \times 60\% = 197' - 3"$
 PROPOSED FRONTAGE WITHIN SETBACKS: $196' - 9" + 96' - 0" = 292' - 9"$
 $292' - 0" > 197' - 3"$



CONSTITUTION DRIVE 1" = 20'-0" 1

1 & 2



KEY MAP

Municipal Code 16.45.120 (1) - Build-to Area Requirement:
 Minimum 60% of building frontage at the ground floor, as a percentage of the street frontage length, must be located within the area of the lot between the minimum (0') and maximum (25') setback lines parallel to the street.

- Project compliance:**
- ✓ At least 60% of building frontage located between the minimum and maximum setback lines.
 - Portion of building frontage located between minimum and maximum setback lines.
 - Ground level height

Municipal Code 16.45.120 (2) - Minimum Stepback:
 10' for a minimum of 75% of the building face along public streets for the building's upper stories. A maximum of 25% of the building face along public streets may be expected from this standard in order to provide architectural variation.

- Project compliance:**
- ✓ Building steps back at least 10' for 75% of the building face on the upper stories.
 - Stepped back portion of the building
 - 5th Level

Municipal Code 16.45.120 (2) - Building Projections:
 Maximum 6' from the required setback for portions of the building above the ground floor.

- Project compliance:**
- ✓ All building projections above ground floor are within 6' from required setback.



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Sheet Title:
APT ZONING
DIAGRAM
BASE HEIGHT
75% STEPBACK
Job No. 20004
Date: 6/12/2023
Scale: As indicated
Drawn By: Author

Sheet No:

A401



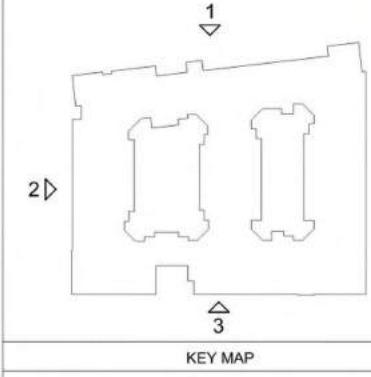
CONSTITUTION DRIVE 1" = 20'-0" 1



PASEO 1" = 20'-0" 2



SOUTH SIDE 1" = 20'-0" 3



KEY MAP

Municipal Code 16.45.129 (2) - Major Building Modulations:
Minimum are recess of 15 wide by 10' deep per 200' of facade length facing publicly accessible spaces (streets, open space, and paseo) applicable from the ground level to the top of the building's base height.

- ✓ **Project compliance:**
At least one major building recess provided every 200' of facade on Constitution elevation, west elevation, and south elevation.
- ☐ Major building recess.



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Sheet Title:
APT ZONING
DIAGRAM MAJOR
BUILDING
MODULATIONS
Job No. 20004
Date: 6/12/2023
Scale: As indicated
Drawn By: Author

Sheet No:
A402



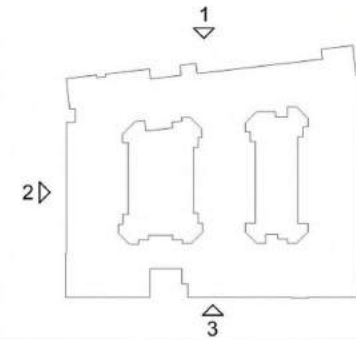
SOUTH SIDE 1" = 20'-0" 3



PASEO 1" = 20'-0" 2



CONSTITUTION DRIVE 1" = 20'-0" 1



KEY MAP

- Municipal Code 16.45.120 (2) - Minor Building Modulations:**
Minimum one recess of 5' wide by 5' deep per 50' of facade length facing publicly accessible spaces (streets, open space, and paseo).
- Building projections spaced no more than 50' apart with a minimum of 3' depth and 5' width may satisfy this requirements in lieu of a recess.
- ✓ **Project compliance:**
At least one major building recess provided every 50' of facade.
 - Minor building recess



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Sheet Title:
APT ZONING
DIAGRAM MINOR
BUILDING
MODULATIONS
Job No. 20004
Date: 6/12/2023
Scale: As indicated
Drawn By: Author

Sheet No:

A403



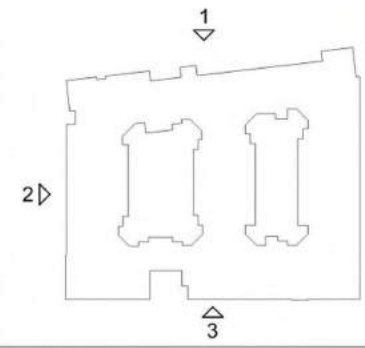
SOUTH SIDE 1" = 20'-0" 3



PASEO 1" = 20'-0" 2



CONSTITUTION DRIVE 1" = 20'-0" 1



KEY MAP

Municipal Code 16.45.120 (3) - Building Entrances:
One entrance every 100' of building length along a public street or paseo

✓ Project compliance:
At least one entrance is provided every 100'.

- Building Entrance
- Garage Opening



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Sheet Title:
APT ZONING
DIAGRAM BUILDING
ENTRANCES

Job No: 20004
Date: 6/12/2023
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Sheet No:

A404



MINIMUM REQUIRED GLAZING AREA: 4,080 SF X 30% = 1,224 SF
TRANSPARENT GLAZING PROVIDED: 1,657 SF > 1,224 SF

SOUTH SIDE 1" = 20'-0" 3



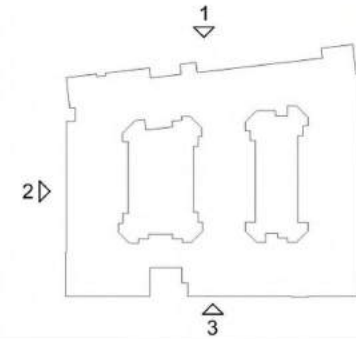
MINIMUM REQUIRED GLAZING AREA: 3,018 SF X 30% = 905 SF
TRANSPARENT GLAZING PROVIDED: 1,245 SF > 905 SF

PASEO 1" = 20'-0" 2



MINIMUM REQUIRED GLAZING AREA: 3,966 SF X 30% = 1,190 SF
TRANSPARENT GLAZING PROVIDED: 1,278 SF > 1,190 SF

CONSTITUTION DRIVE 1" = 20'-0" 1



KEY MAP

- Municipal Code 16.45.120 (3) - Ground floor transparency:
Minimum 30% for residential uses and 50% of commercial uses of the ground floor facade that must provide visual transparency
- ✓ **Project compliance:**
Transparent glazing exceeds 30% of residential uses and 50% of commercial uses of the ground floor facade
 - Ground level transparent glazing surface
 - Ground level opaque surface
 - Ground level height
- Municipal Code 16.45.120 (3) - Minimum ground floor height along street frontage:
10' for residential uses
- ✓ **Project compliance:**
The ground level is 10'-0".
 - Ground level height



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APT ZONING
DIAGRAM GLAZING

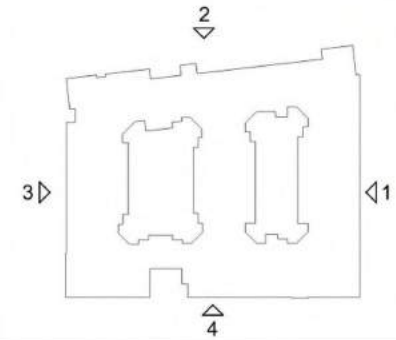
Job No. 20004
Date: 6/12/2023
Scale: As indicated
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A405



MAXIMUM WALL AREA OF STUCCO = 19,337 SF 19,337 SF X 50% = 9,669 SF
WALL AREA OF STUCCO PROVIDED = 5,012 SF 5,012 SF < 9,669 SF

SOUTH SIDE 1" = 20'-0" 4



KEY MAP

Municipal Code 16.45.120 (6) - Building Materials:
Stucco shall not be used on more than 50% of the building facade.

✓ **Project compliance:**
Use of stucco is less than 50% of the building facade.

- Stucco
- Edge of building

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MAXIMUM WALL AREA OF STUCCO = 14,649 SF 14,649 SF X 50% = 7,325 SF
WALL AREA OF STUCCO PROVIDED = 4,376 SF 4,376 SF < 7,325 SF

PASEO 1" = 20'-0" 3



MAXIMUM WALL AREA OF STUCCO = 20,907 SF 20,907 SF X 50% = 10,454 SF
WALL AREA OF STUCCO PROVIDED = 6,141 SF 6,141 SF < 10,454 SF

CONSTITUTION DRIVE 1" = 20'-0" 2



MAXIMUM WALL AREA OF STUCCO = 16,485 SF 16,485 SF X 50% = 8,243 SF
WALL AREA OF STUCCO PROVIDED = 5,605 SF 5,605 SF < 8,243 SF

EAST SIDE 1" = 20'-0" 1

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Sheet Title:
APT ZONING
DIAGRAM
PERCENTAGE
STUCCO

Job No: 20004
Date: 6/12/2023
Scale: As indicated
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Sheet No:
A406



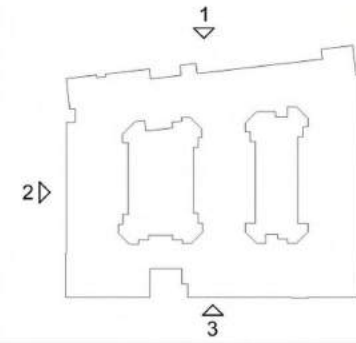
SOUTH SIDE 1" = 20'-0" 3



PASEO 1" = 20'-0" 2



CONSTITUTION DRIVE 1" = 20'-0" 1



KEY MAP

Municipal Code 16.45.120 (3) - Awnings, Signs and Canopies:
Maximum 7' horizontal projection

✓ **Project compliance:**
All awnings and canopies project less than 7' horizontally from face of building. A minimum vertical clearance of 8' from finished grade to the bottom of the projection is required.

Projecting awnings and canopies

Municipal Code 16.45.120 (6) - Roof Line:

Roof lines and eaves adjacent to street-facing facade shall vary across a building, including a four-foot minimum height modulation to break visual monotony and create a visually interesting skyline as seen from public streets.

✓ **Project compliance:**
Roof line varies across the building, including a four-foot minimum height modulation.

— Roof Line



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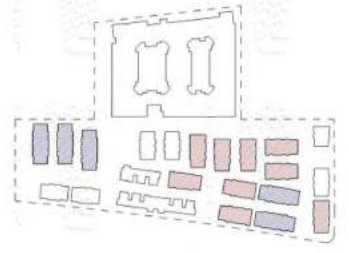
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Sheet Title:
APT ZONING
DIAGRAM ROOF LINE

Job No. 20004
Date: 6/12/2023
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A407



5-PLEX TOWNHOME
6-PLEX TOWNHOME

KEY MAP



TOWNHOMES BIKE STORAGE:
DERO WALL RACK OR SIMILAR STORES UP TO (2) TWO BIKES AND IS FULLY U-LOCK COMPATIBLE.

TOWNHOME AREA SUMMARY (GROSS FLOOR AREA CALCULATIONS)		
TOWNHOME TYPE	5-PLEX	6-PLEX
COUNT	9	5
LEVEL 1	1,131 SF	1,520 SF
LEVEL 2	3,403 SF	4,231 SF
LEVEL 3	3,419 SF	4,248 SF
UTILITY BOX	29 SF	29 SF
PER BUILDING	7,982 SF	10,029 SF
TOTAL (INCLUDED IN FAR)	71,942 SF	50,143 SF
DECK PER TYPE	431 SF	534 SF
DECK TOTAL	3,876 SF	2,670 SF
GARAGE (NOT IN FAR)	2,359 SF	2,799 SF
GARAGE TOTAL	21,227 SF	13,963 SF

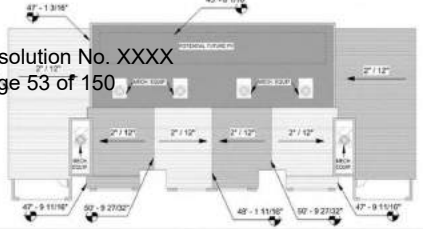
AREA SUMMARY

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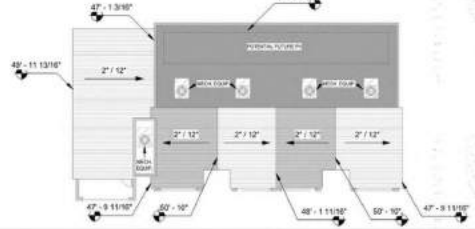
Sheet Title:
**TOWNHOMES
BUILDING PLANS
5-PLEX AND 6-PLEX**

Job No. 20004
Date: 6/12/2023
Scale: As indicated
Drawn By: Author

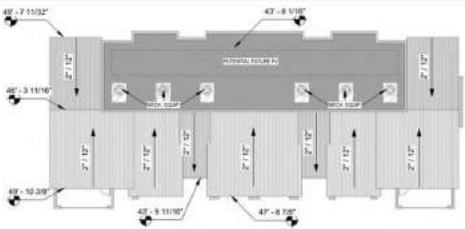
Sheet No:
A502



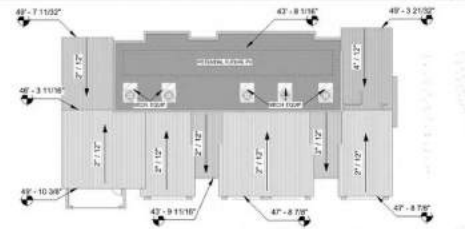
6-PLEX MARKET-RATE TOWNHOME ROOF B 1/16" = 1'-0" 10



5-PLEX MARKET-RATE TOWNHOME ROOF B 1/16" = 1'-0" 5



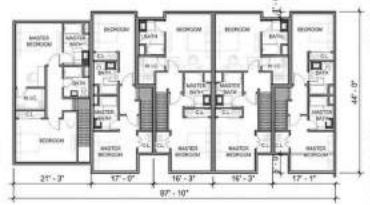
6-PLEX MARKET-RATE TOWNHOME ROOF A 1/16" = 1'-0" 9



5-PLEX MARKET-RATE TOWNHOME ROOF A 1/16" = 1'-0" 4



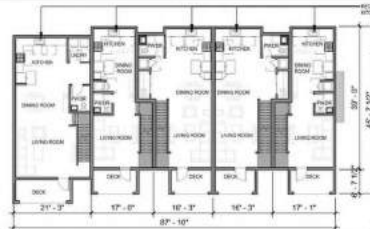
6-PLEX MARKET-RATE TOWNHOME L3 1/16" = 1'-0" 8



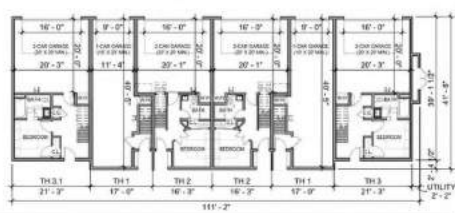
5-PLEX MARKET-RATE TOWNHOME L3 1/16" = 1'-0" 3



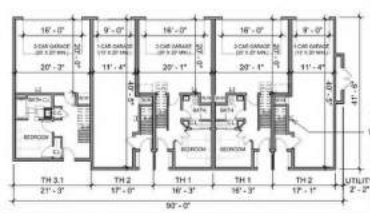
6-PLEX MARKET-RATE TOWNHOME L2 1/16" = 1'-0" 7



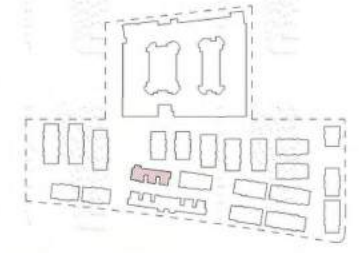
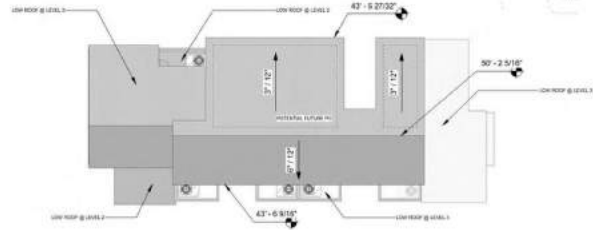
5-PLEX MARKET-RATE TOWNHOME L2 1/16" = 1'-0" 2



6-PLEX MARKET-RATE TOWNHOME L1 1/16" = 1'-0" 6



5-PLEX MARKET-RATE TOWNHOME L1 1/16" = 1'-0" 1



6-PLEX AFFORDABLE TOWNHOME ROOF A 1/16" = 1'-0" 4

KEY MAP



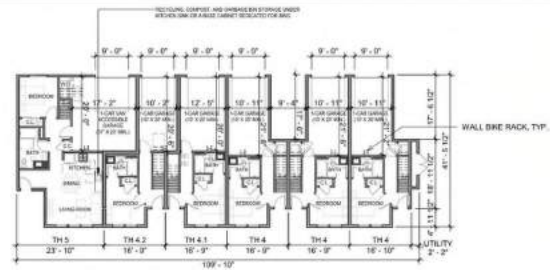
*SPOT ELEVATIONS ARE MEASURED TO 0' SEA LEVEL. AVERAGE NATURAL GRADE PLANE IS 8.9'. ACTUAL BUILDING HEIGHT IS 8.9' LESS THAN THE SPOT ELEVATIONS.

6-PLEX AFFORDABLE TOWNHOME L3 1/16" = 1'-0" 3



TOWNHOMES BIKE STORAGE:
DERO WALL RACK OR SIMILAR STORES UP TO (2) TWO BIKES AND IS FULLY U-LOCK COMPATIBLE.

6-PLEX AFFORDABLE TOWNHOME L2 1/16" = 1'-0" 2



TOWNHOME AREA SUMMARY (GROSS FLOOR AREA CALCULATIONS)	
TOWNHOME TYPE	6-PLEX AFFORDABLE
COUNT	1
LEVEL 1	2,338 SF
LEVEL 2	3,904 SF
LEVEL 3	2,188 SF
UTILITY BOX	29 SF
PER BUILDING	8,460 SF
TOTAL (INCLUDED IN FAR)	8,460 SF
DECK PER TYPE	159 SF
DECK TOTAL	159 SF
GARAGE (NOT IN FAR)	1,667 SF
GARAGE TOTAL	1,667 SF

6-PLEX AFFORDABLE TOWNHOME L1 1/16" = 1'-0" 1

AREA SUMMARY

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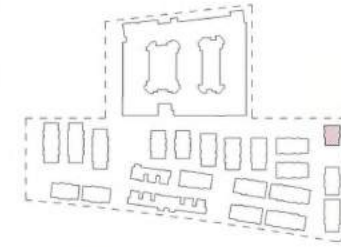
Sheet Title:
**TOWNHOMES
BUILDING PLANS AFF
6-PLEX**

Job No. 20004
Date: 6/12/2023
Scale: As indicated
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Sheet No:
A503



TOWNHOME A 3-PLEX - FRONT 1/16" = 1'-0" 4

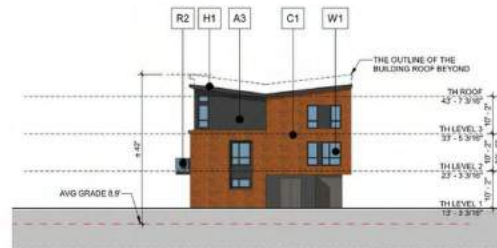


TOWNHOME A

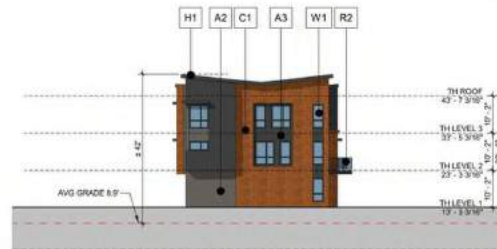
KEY MAP



TOWNHOME A 3-PLEX - REAR 1/16" = 1'-0" 3



TOWNHOME A 3-PLEX - SIDE 1 1/16" = 1'-0" 2



TOWNHOME A 3-PLEX - SIDE 2 1/16" = 1'-0" 1

LEGEND	
A2	CEMENT PLASTER - LIGHT GRAY
A3	CEMENT PLASTER - GRAY
B1	FIBER CEMENT PANEL - WHITE
B2	FIBER CEMENT PANEL - GRAY
E1	FIBER CEMENT SIDING - BROWN
E2	FIBER CEMENT SIDING - YELLOW
E3	FIBER CEMENT SIDING - LIGHT GRAY
E4	FIBER CEMENT SIDING - DARK GRAY
C1	BRICK VENEER
H1	METAL SEAMED ROOF
H2	ASPHALT SHINGLES ROOF
W1	VINYL WINDOW, TYP.
W3	PANELIZED GARAGE DOOR
R2	VERTICAL METAL RAILING

COLOR AND MATERIAL



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Sheet Title:
TOWNHOMES
ELEVATIONS A
3-PLEX

Job No: 20004
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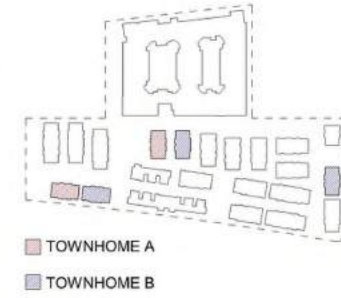
A601



TOWNHOME B 4-PLEX - FRONT 1/16" = 1'-0" 8



TOWNHOME A 4-PLEX - FRONT 1/16" = 1'-0" 4



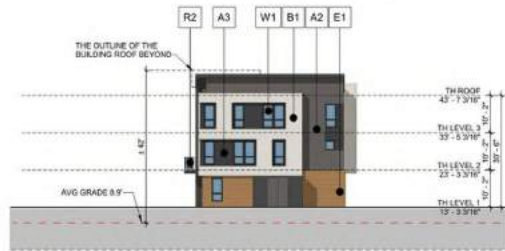
KEY MAP



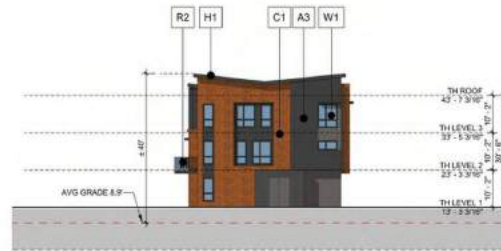
TOWNHOME B 4-PLEX - REAR 1/16" = 1'-0" 7



TOWNHOME A 4-PLEX - REAR 1/16" = 1'-0" 3



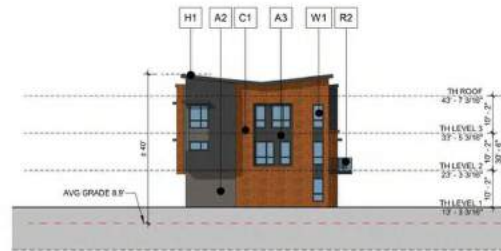
TOWNHOME B 4-PLEX - SIDE 1 1/16" = 1'-0" 6



TOWNHOME A 4-PLEX - SIDE 1 1/16" = 1'-0" 2



TOWNHOME B 4-PLEX - SIDE 2 1/16" = 1'-0" 5



TOWNHOME A 4-PLEX - SIDE 2 1/16" = 1'-0" 1

LEGEND	
A2	CEMENT PLASTER - LIGHT GRAY
A3	CEMENT PLASTER - GRAY
B1	FIBER CEMENT PANEL - WHITE
B2	FIBER CEMENT PANEL - GRAY
E1	FIBER CEMENT SIDING - BROWN
E2	FIBER CEMENT SIDING - YELLOW
E3	FIBER CEMENT SIDING - LIGHT GRAY
E4	FIBER CEMENT SIDING - DARK GRAY
C1	BRICK VENEER
H1	METAL SEAMED ROOF
H2	ASPHALT SHINGLES ROOF
W1	VINYL WINDOW, TYP.
W3	PANELIZED GARAGE DOOR
R2	VERTICAL METAL RAILING

COLOR AND MATERIAL



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Sheet Title:
TOWNHOMES
ELEVATIONS A AND
B 4-PLEX

Job No: 20004
Date: 6/12/2023
Scale: As indicated
Drawn By: Author

Sheet No:

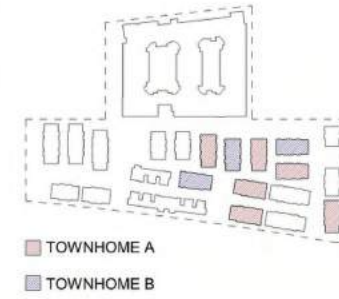
A602



TOWNHOME B 5-PLEX - FRONT 1/16" = 1'-0" 8



TOWNHOME A 5-PLEX - FRONT 1/16" = 1'-0" 4



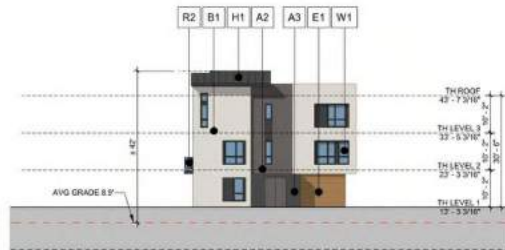
KEY MAP



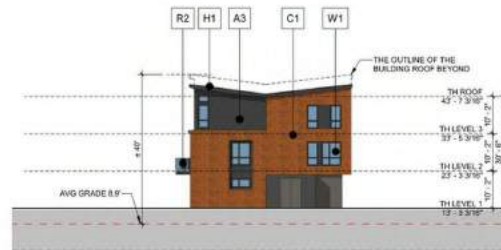
TOWNHOME B 5-PLEX - REAR 1/16" = 1'-0" 7



TOWNHOME A 5-PLEX - REAR 1/16" = 1'-0" 3



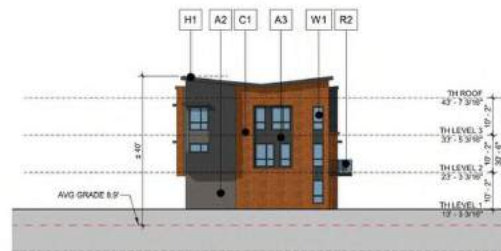
TOWNHOME B 5-PLEX - SIDE 1 1/16" = 1'-0" 6



TOWNHOME A 5-PLEX - SIDE 1 1/16" = 1'-0" 2



TOWNHOME B 5-PLEX - SIDE 2 1/16" = 1'-0" 5



TOWNHOME A 5-PLEX - SIDE 2 1/16" = 1'-0" 1

LEGEND	
A2	CEMENT PLASTER - LIGHT GRAY
A3	CEMENT PLASTER - GRAY
B1	FIBER CEMENT PANEL - WHITE
B2	FIBER CEMENT PANEL - GRAY
E1	FIBER CEMENT SIDING - BROWN
E2	FIBER CEMENT SIDING - YELLOW
E3	FIBER CEMENT SIDING - LIGHT GRAY
E4	FIBER CEMENT SIDING - DARK GRAY
C1	BRICK VENEER
H1	METAL SEAMED ROOF
H2	ASPHALT SHINGLES ROOF
W1	VINYL WINDOW, TYP.
W3	PANELIZED GARAGE DOOR
R2	VERTICAL METAL RAILING

COLOR AND MATERIAL



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Sheet Title:
**TOWNHOMES
ELEVATIONS A AND
B 5-PLEX**

Job No: 20004
Date: 6/12/2023
Scale: As indicated
Drawn By: Author

Sheet No:

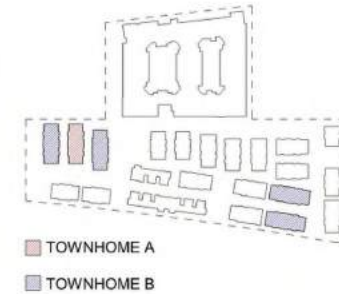
A603



TOWNHOME B 6-PLEX - FRONT 1/16" = 1'-0" 8



TOWNHOME A 6-PLEX - FRONT 1/16" = 1'-0" 4



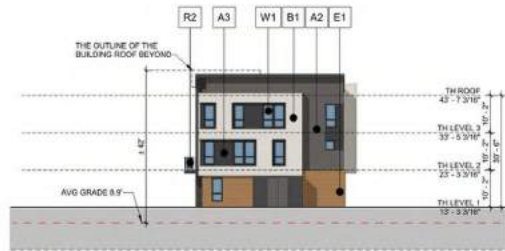
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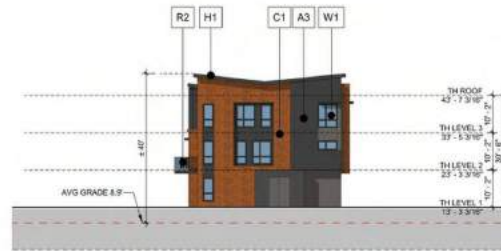
TOWNHOME B 6-PLEX - REAR 1/16" = 1'-0" 7



TOWNHOME A 6-PLEX - REAR 1/16" = 1'-0" 3



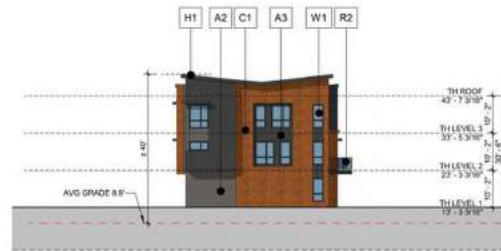
TOWNHOME B 6-PLEX - SIDE 1 1/16" = 1'-0" 6



TOWNHOME A 6-PLEX - SIDE 1 1/16" = 1'-0" 2



TOWNHOME B 6-PLEX - SIDE 2 1/16" = 1'-0" 5



TOWNHOME A 6-PLEX - SIDE 2 1/16" = 1'-0" 1

LEGEND	
A2	CEMENT PLASTER - LIGHT GRAY
A3	CEMENT PLASTER - GRAY
B1	FIBER CEMENT PANEL - WHITE
B2	FIBER CEMENT PANEL - GRAY
E1	FIBER CEMENT SIDING - BROWN
E2	FIBER CEMENT SIDING - YELLOW
E3	FIBER CEMENT SIDING - LIGHT GRAY
E4	FIBER CEMENT SIDING - DARK GRAY
C1	BRICK VENEER
H1	METAL SEAMED ROOF
H2	ASPHALT SHINGLES ROOF
W1	VINYL WINDOW, TYP.
W3	PANELIZED GARAGE DOOR
R2	VERTICAL METAL RAILING

COLOR AND MATERIAL



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Sheet Title:
TOWNHOMES ELEVATIONS A AND B 6-PLEX

Job No: 20004
Date: 6/12/2023
Scale: As indicated
Drawn By: Author

Sheet No:
A604



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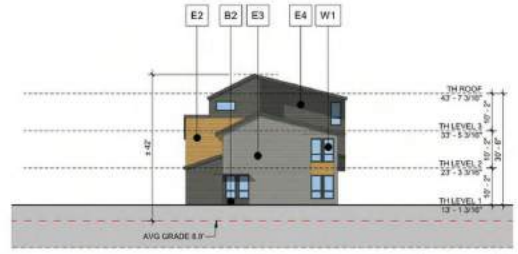


6-PLEX TOWNHOME
12-PLEX TOWNHOME

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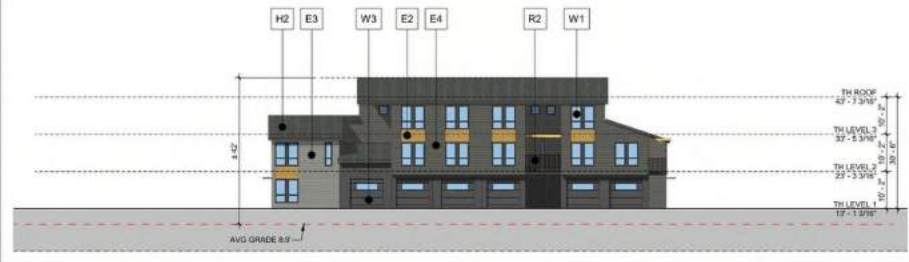


AFFORDABLE TOWNHOME C 6-PLEX - FRONT 1/16" = 1'-0" 8



AFFORDABLE TOWNHOME C 6-PLEX - SIDE 1 1/16" = 1'-0" 4

KEY MAP



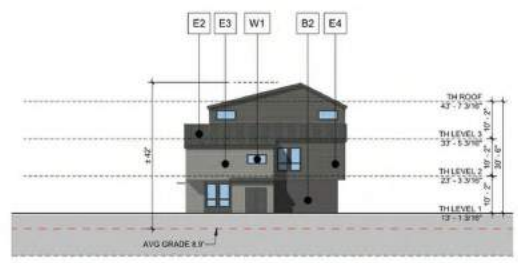
AFFORDABLE TOWNHOME C 6-PLEX - REAR 1/16" = 1'-0" 7



AFFORDABLE TOWNHOME C 6-PLEX - SIDE 2 1/16" = 1'-0" 3



AFFORDABLE TOWNHOME C 12-PLEX - FRONT 1/16" = 1'-0" 6



AFFORDABLE TOWNHOME C 12-PLEX - SIDE 1 1/16" = 1'-0" 2



AFFORDABLE TOWNHOME C 12-PLEX - REAR 1/16" = 1'-0" 5



AFFORDABLE TOWNHOME C 12-PLEX - SIDE 2 1/16" = 1'-0" 1

LEGEND	
A2	CEMENT PLASTER - LIGHT GRAY
A3	CEMENT PLASTER - GRAY
B1	FIBER CEMENT PANEL - WHITE
B2	FIBER CEMENT PANEL - GRAY
E1	FIBER CEMENT SIDING - BROWN
E2	FIBER CEMENT SIDING - YELLOW
E3	FIBER CEMENT SIDING - LIGHT GRAY
E4	FIBER CEMENT SIDING - DARK GRAY
C1	BRICK VENEER
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W1	VINYL WINDOW, TYP.
W3	PANELIZED GARAGE DOOR
R2	VERTICAL METAL RAILING

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Sheet Title:
**TOWNHOMES
ELEVATIONS C
6-PLEX AND 12-PLEX**

Job No: 20004
Date: 6/12/2023
Scale: As indicated
Drawn By: Author

Sheet No:
A605

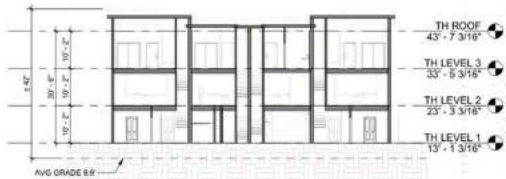
COLOR AND MATERIAL



6-PLEX TOWNHOME A SECTION 1/16" = 1'-0" 6



5-PLEX TOWNHOME A SECTION 1/16" = 1'-0" 5



4-PLEX TOWNHOME A SECTION 1/16" = 1'-0" 4



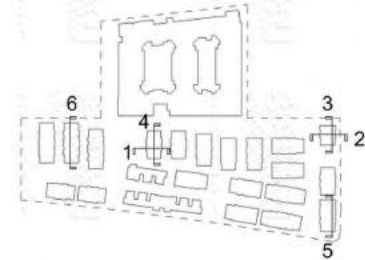
3-PLEX TOWNHOME A SECTION 1/16" = 1'-0" 3



TOWNHOME A SECTION WITH STOOP 1/16" = 1'-0" 2



TOWNHOME A SECTION 1/16" = 1'-0" 1



KEY MAP



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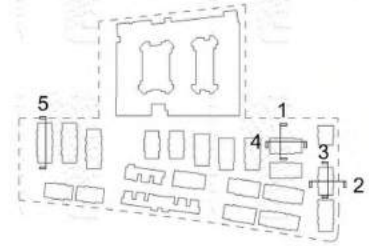
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Mountain View, CA

Sheet Title:
TOWNHOME
BUILDING A
SECTIONS

Job No. 20004
Date: 6/12/2023
Scale: As indicated
Drawn By: Author

Sheet No.:

A621



KEY MAP



6-PLEX TOWNHOME B SECTION 1/16" = 1'-0" 5



5-PLEX TOWNHOME B SECTION 1/16" = 1'-0" 4



TOWNHOME B SECTION WITH STOOP 1/16" = 1'-0" 2



4-PLEX TOWNHOME B SECTION 1/16" = 1'-0" 3



TOWNHOME B SECTION 1/16" = 1'-0" 1

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Sheet Title:
TOWNHOME
BUILDING B
SECTIONS

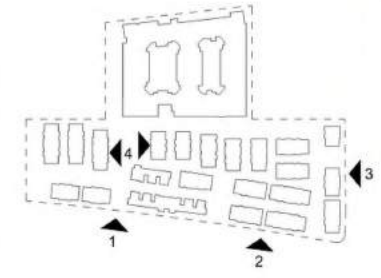
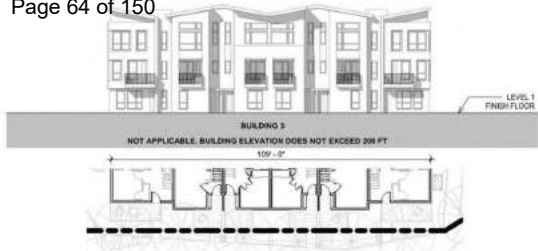
Job No: 20004
Date: 6/12/2023
Scale: As indicated
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Sheet No:

A622



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PASEO 1" = 20'-0" 4

KEY MAP

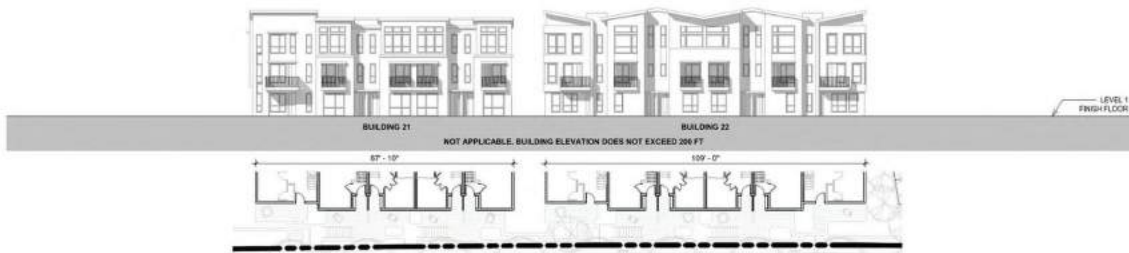


Municipal Code 16.45.120 (2) - Major Building Modulations:
Minimum one recess of 18" wide by 10' deep per 200' of facade length facing publicly accessible spaces (streets, open space, and paseo) applicable from the ground level to the top of the building's base height.

Project compliance:
At least one major building recess provided every 200' of facade on Constitution elevation, west elevation, and south elevation.

Major building recess

CHRYSLER DRIVE 1" = 20'-0" 3



E INDEPENDENCE DRIVE 1" = 20'-0" 2



W INDEPENDENCE DRIVE 1" = 20'-0" 1

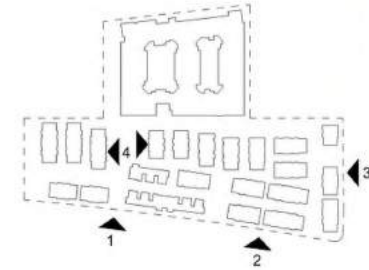
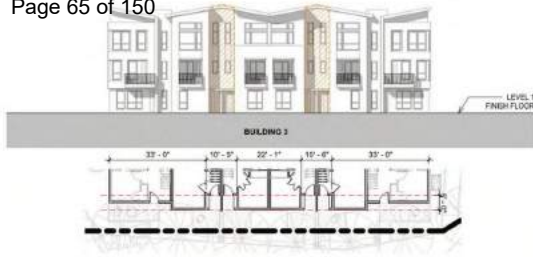
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Sheet Title:
TH ZONING DIAGRAM
MAJOR BUILDING
MODULATIONS

Job No. 20004
Date: 6/12/2023
Scale: As indicated
Drawn By: Author

Sheet No:
A701



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PASEO 1" = 20'-0" 4

KEY MAP



CHRYSLER DRIVE 1" = 20'-0" 3

Municipal Code 16.45.120 (2) - Minor Building Modulations:
Minimum one recess of 3' wide by 5' deep per 50' of facade length facing publicly accessible spaces (streets, open space, and paseo).

Building projections spaced no more than 50' apart with a minimum of 3' depth and 5' width may satisfy this requirements in lieu of a recess.

- Project compliance:**
At least one major building recess provided every 50' of facade.
- Minor building recess.



E INDEPENDENCE DRIVE 1" = 20'-0" 2



W INDEPENDENCE DRIVE 1" = 20'-0" 1

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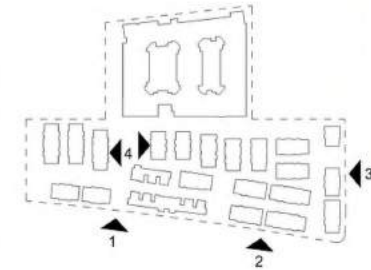
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Sheet Title:
TH ZONING DIAGRAM
MINOR BUILDING
MODULATIONS

Job No. 20004
Date: 6/12/2023
Scale: As indicated
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Sheet No:

A702



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PASEO 1" = 20'-0" 4

KEY MAP

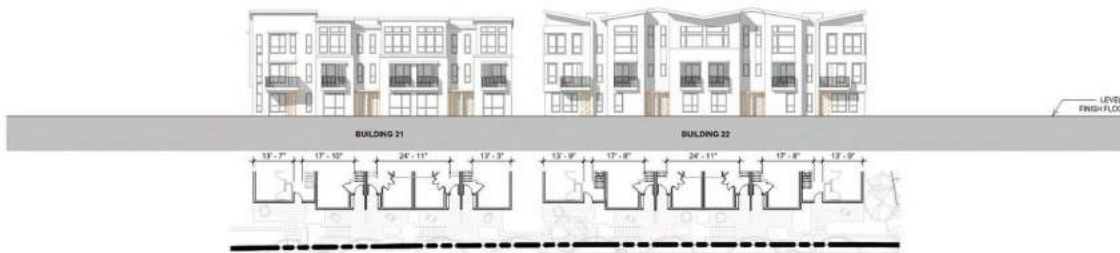


Municipal Code 16.45.120 (3) - Building Entrances:
One entrance every 100' of building length along a public street or paseo

✓ **Project compliance:**
At least one entrance is provided every 100'.

Building Entrance

CHRYSLER DRIVE 1" = 20'-0" 3



E INDEPENDENCE DRIVE 1" = 20'-0" 2



W INDEPENDENCE DRIVE 1" = 20'-0" 1

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Sheet Title:
**TH ZONING DIAGRAM
BUILDING ENTRANCE
MODULATIONS**

Job No: 20004
Date: 6/12/2023
Scale: As indicated
Drawn By: Author

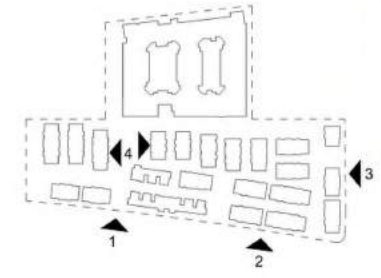
Sheet No:
A703



TOTAL AREA OF GROUND FLOOR BUILDING FACADE = 1,088 SF
TRANSPARENT GLAZING PROVIDED: 1,088 SF X 30% = 327 SF



TOTAL AREA OF GROUND FLOOR BUILDING FACADE = 765 SF
TRANSPARENT GLAZING PROVIDED: 765 SF X 30% = 230 SF



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PASEO 1" = 20'-0" 4

KEY MAP



TOTAL AREA OF GROUND FLOOR BUILDING FACADE = 2,190 SF
TRANSPARENT GLAZING PROVIDED: 2,190 SF X 30% = 657 SF

CHRYSLER DRIVE 1" = 20'-0" 3

- Municipal Code 16.45.120 (3) - Ground floor transparency:**
Minimum 30% for residential uses and 50% of commercial uses of the ground floor facade that must provide visual transparency
- Project compliance: Transparent glazing exceeds 30% of residential uses and 50% of commercial uses of the ground floor facade
 - Ground level transparent glazing surface
 - Ground level opaque surface
 - Ground level height
- Municipal Code 16.45.120 (3) - Minimum ground floor height along street frontage:**
10' for residential uses
- Project compliance: The ground level is 10'-0".
 - Ground level height



TOTAL AREA OF GROUND FLOOR BUILDING FACADE = 1,970 SF
TRANSPARENT GLAZING PROVIDED: 1,970 SF X 30% = 591 SF

E INDEPENDENCE DRIVE 1" = 20'-0" 2



TOTAL AREA OF GROUND FLOOR BUILDING FACADE = 3,675 SF
TRANSPARENT GLAZING PROVIDED: 3,675 SF X 30% = 1,103 SF

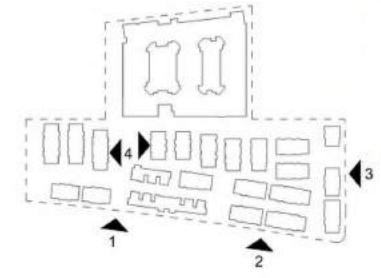
W INDEPENDENCE DRIVE 1" = 20'-0" 1

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Sheet Title:
TH ZONING DIAGRAM
GLAZING

Job No: 20004
Date: 6/12/2023
Scale: As indicated
Drawn By: Author

Sheet No:
A704



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PASEO 1" = 20'-0" 4

KEY MAP



Municipal Code 16.45.120 (6) - Building Materials:
Stucco shall not be used on more than 50% of the building facade.

✓ **Project compliance:**
Use of stucco is less than 50% of the building facade.

■ Stucco
■ Edge of building

CHRYSLER DRIVE 1" = 20'-0" 3



E INDEPENDENCE DRIVE 1" = 20'-0" 2



W INDEPENDENCE DRIVE 1" = 20'-0" 1

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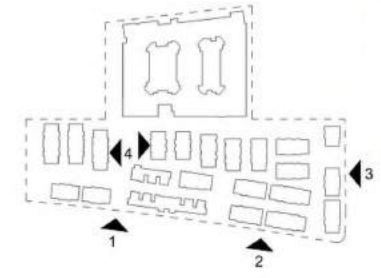
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Sheet Title:
TH ZONING DIAGRAM
PERCENTAGE
STUCCO

Job No: 20004
Date: 6/12/2023
Scale: As indicated
Drawn By: Author

Sheet No:
A705



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PASEO 1" = 20'-0" 4

KEY MAP



- Municipal Code 16.45.120 (3) - Awnings, signs, and canopies:**
 Maximum 7' horizontal projection
- ✓ **Project compliance:**
 All awnings and canopies project less than 7' horizontally from face of building. A minimum vertical clearance of 8' from finished grade to the bottom of the projection is required.
 - Projecting awning and canopy
- Municipal Code 16.45.120 (6) - Roof lines:**
 Roof lines and eaves adjacent to street-facing facade shall vary across a building, including a four-foot minimum height modulation to break visual monotony and create a visually interesting skyline as seen from public streets.
- ✓ **Project compliance:**
 Roof lines varies across the building, including a four-foot minimum height modulation.
 - Roof line

CHRYSLER DRIVE 1" = 20'-0" 3



E INDEPENDENCE DRIVE 1" = 20'-0" 2



W INDEPENDENCE DRIVE 1" = 20'-0" 1

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123 Independence
 Menlo Park, CA

The Sobrato Organization
 559 Castro Street, Suite 400
 Mountain View, CA

Sheet Title:
 TH ZONING DIAGRAM
 ROOF LINE

Job No.: 20004
 Date: 6/12/2023
 Scale: As indicated
 Drawn By: Author

Sheet No:
 A706

A1 CEMENT PLASTER
KELLY MOORE
KM4724 WEDDED BLISS
OR SIMILAR BY ALTERNATIVE
MANUFACTURER
SMOOTH TROWELED FINISH



B1 FIBER CEMENT PANEL
JAMES HARDIE
REVEAL PANEL SYSTEM
KMW57-1 CLOUD WHITE
OR SIMILAR BY ALTERNATIVE
MANUFACTURER



D1 PORCELAIN TILE
COLOR 1



W1 VINYL WINDOW
VPI QUALITY WINDOWS
BLACK FRAME FINISH
OR SIMILAR BY ALTERNATIVE
MANUFACTURER

A2 CEMENT PLASTER
KELLY MOORE
KM5789-3 SHADOW CLIFF
OR SIMILAR BY ALTERNATIVE
MANUFACTURER
SMOOTH TROWELED FINISH



B2 FIBER CEMENT PANEL
JAMES HARDIE
REVEAL PANEL SYSTEM
HLS4205 CALIFORNIA CHAMOIS
OR SIMILAR BY ALTERNATIVE
MANUFACTURER



E1 FIBER CEMENT SIDING
JAMES HARDIE
ARTISAN V-GROOVE
HLS4232 CROWN GOLD
OR SIMILAR BY ALTERNATIVE
MANUFACTURER



W2 STOREFRONT
ALUMINIUM STOREFRONT
BLACK FRAME FINISH

A3 CEMENT PLASTER
KELLY MOORE
KMA89-5 BLACK OAK
OR SIMILAR BY ALTERNATIVE
MANUFACTURER
SMOOTH TROWELED FINISH



B3 FIBER CEMENT PANEL
NICHIIA INDUSTRIALBLOCK
OR SIMILAR BY ALTERNATIVE
MANUFACTURER



F1 GREEN SCREEN
STEEL FRAMED PANEL WITH
STEEL WIRE GRIDS
24X 4' WIDE PANELS SPACED
WITH 4" GAPS HORIZONTALLY

A4 CEMENT PLASTER
KELLY MOORE
KM4883 BLACK CAT
OR SIMILAR BY ALTERNATIVE
MANUFACTURER
SMOOTH TROWELED FINISH



G1 GLASS PANEL FOR GLASS RAILINGS
BIRD SAFE FRIT WITH HORIZONTAL
LINES - 1/8" SILK-SCREENED
CERAMIC FRIT LINES SPACED 2"
APART HORIZONTALLY



R1 GLASS RAILING
FRITTED COLORED GLASS
SEE G1 FOR GLASS PANEL



A5 CEMENT PLASTER
KELLY MOORE
KM5224 BANANA PEEL
OR SIMILAR BY ALTERNATIVE
MANUFACTURER
SMOOTH TROWELED FINISH



R2 VERTICAL METAL RAILING
GALVANIZED PAINTED BLACK FINISH



A2 CEMENT PLASTER
KELLY MOORE
KM5789-3 SHADOW CLIFF
OR SIMILAR BY ALTERNATIVE
MANUFACTURER
SMOOTH TROWELED FINISH



E1 FIBER CEMENT SIDING
JAMES HARDIE
ARTISAN V-GROOVE
HLS4232 CROWN GOLD
OR SIMILAR BY ALTERNATIVE
MANUFACTURER



H1 METAL SEAMED ROOF



W1 VINYL WINDOW
VPI QUALITY WINDOWS
BLACK FRAME FINISH
OR SIMILAR BY ALTERNATIVE
MANUFACTURER

A3 CEMENT PLASTER
KELLY MOORE
KMA89-5 BLACK OAK
OR SIMILAR BY ALTERNATIVE
MANUFACTURER
SMOOTH TROWELED FINISH



E2 FIBER CEMENT SIDING
JAMES HARDIE
ARTISAN V-GROOVE
HLS4205 CALIFORNIA CHAMOIS
OR SIMILAR BY ALTERNATIVE
MANUFACTURER



H2 ASPHALT SHINGLES ROOF



W3 PANELIZED GARAGE DOOR

B1 FIBER CEMENT PANEL
JAMES HARDIE
REVEAL PANEL SYSTEM
KMW57-1 CLOUD WHITE
OR SIMILAR BY ALTERNATIVE
MANUFACTURER



E3 FIBER CEMENT SIDING
JAMES HARDIE
ARTISAN V-GROOVE
KM5823 CITY TOWER
OR SIMILAR BY ALTERNATIVE
MANUFACTURER



C1 BRICK VENEER
BELDEN BRICK
HARVEST BLEND
OR SIMILAR BY ALTERNATIVE
MANUFACTURER



E4 FIBER CEMENT SIDING
JAMES HARDIE
ARTISAN V-GROOVE
KM5826 VOLANIC ROCK
OR SIMILAR BY ALTERNATIVE
MANUFACTURER

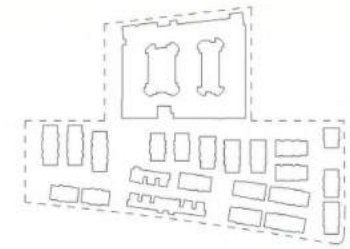


R2 VERTICAL METAL RAILING
GALVANIZED PAINTED BLACK FINISH





PERSPECTIVE RENDERING



KEY PLAN



Architecture
Planning
Urban Design
1970 Broadway, Suite 615
Oakland, California 94612
(510) 451-2850

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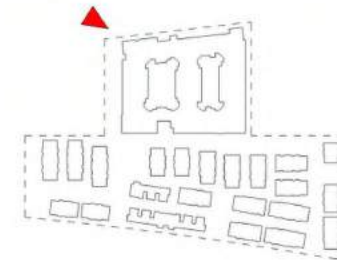
123 Independence
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559 Castro Street, Suite 400
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Sheet Title:
PERSPECTIVE
TOWNHOMES ON
INDEPENDENCE
DRIVE
Job No: 20004
Date: 6/12/2023
Scale: 1" = 160'-0"
Drawn By: Author

Sheet No:
A901



PERSPECTIVE RENDERING



KEY PLAN



Architecture
Planning
Urban Design

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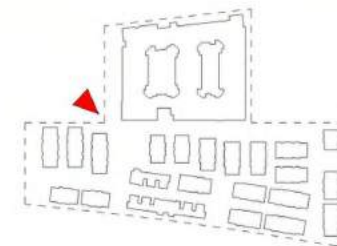
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PERSPECTIVE
APARTMENT ON
CONSTITUTION
DRIVE
Job No. 20004
Date: 6/12/2023
Scale: 1" = 160'-0"
Drawn By: Author

Sheet No:

A902



PERSPECTIVE RENDERING



KEY PLAN



STUDIO
T SQUARE

Architecture
Planning
Urban Design

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Sheet Title:
PERSPECTIVE
PASEO / CENTRAL
OPEN SPACE

Job No. 20004
Date: 6/12/2023
Scale: 1" = 160'-0"
Drawn By: Author

Sheet No:

A903





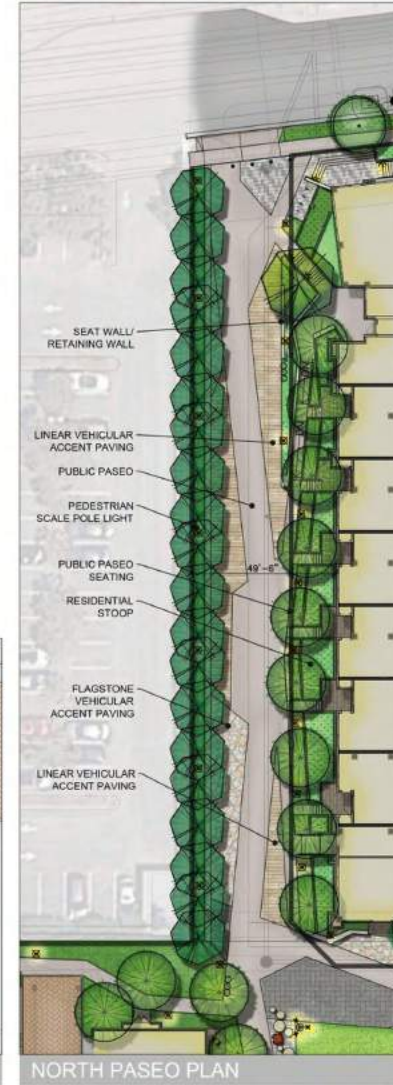
PAVING PATTERN IDEAS



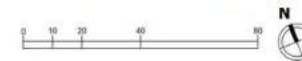
PAVING MATERIALS



TOWNHOME PASEO



NORTH PASEO PLAN





NATIVE PLANTING



LAWN AREA



RAIN GARDEN/ STORM WATER TREATMENT



PICNIC AREA



PLAY AREA



BIKE RACKS

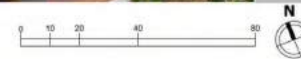
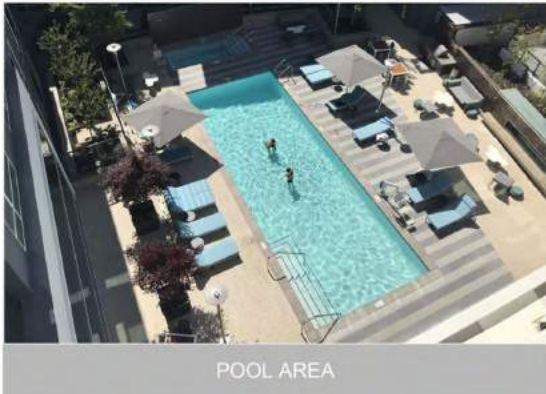


BIKE REPAIR STATION



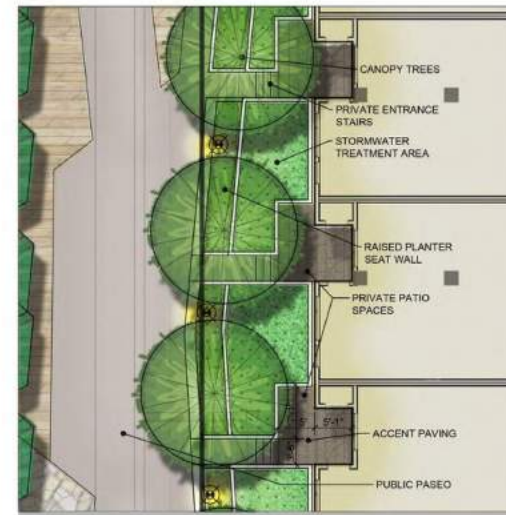
SCHEMATIC PARK PLAN



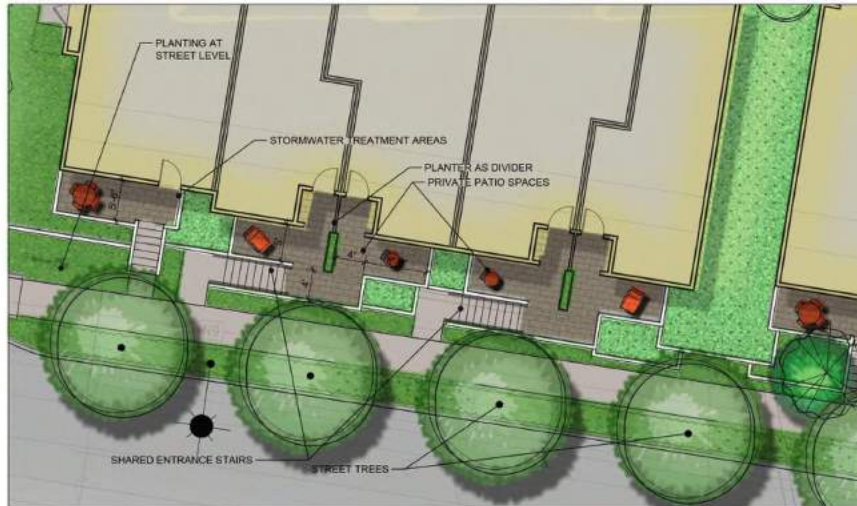




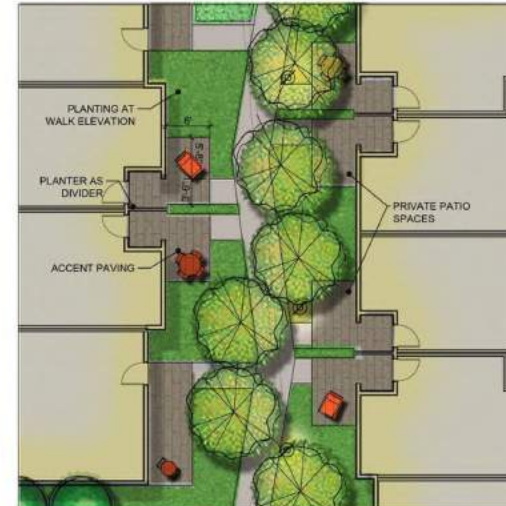
1 - APARTMENTS - CONSTITUTION DRIVE STOOPS



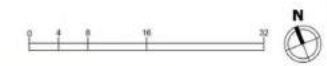
2 - APARTMENTS - NORTH PASEO STOOPS

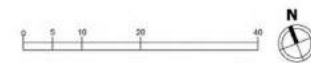
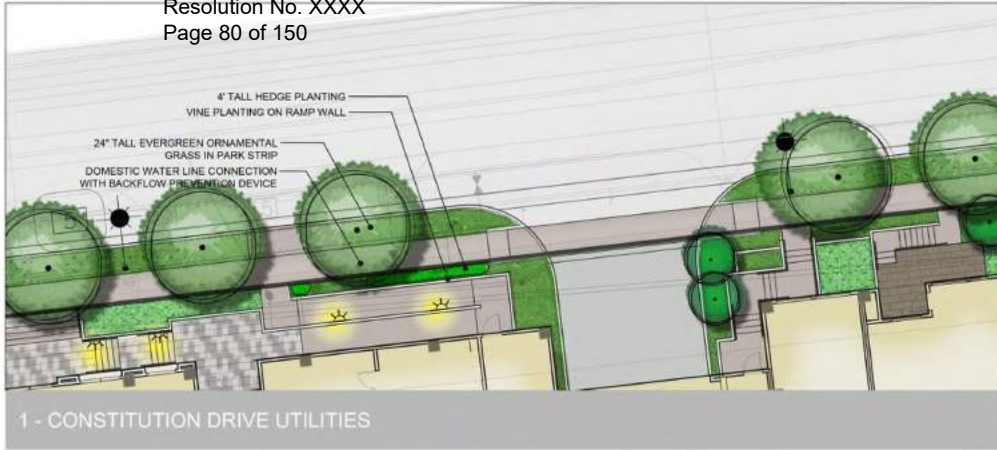


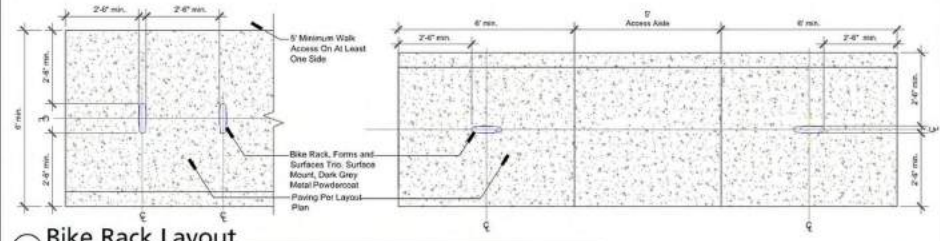
3 - TOWNHOMES - INDEPENDENCE DRIVE STOOPS



4 - TOWNHOMES - INDEPENDENCE DRIVE STOOPS







Bike Rack Layout
Scale: 1/2"=1'-0"



TRASH, RECYCLING, AND COMPOST BINS
CENTRAL PARK CONSERVANCY FROM LANDSCAPE FORMS 24.5"X35"

PROPOSED SITE ELEMENTS



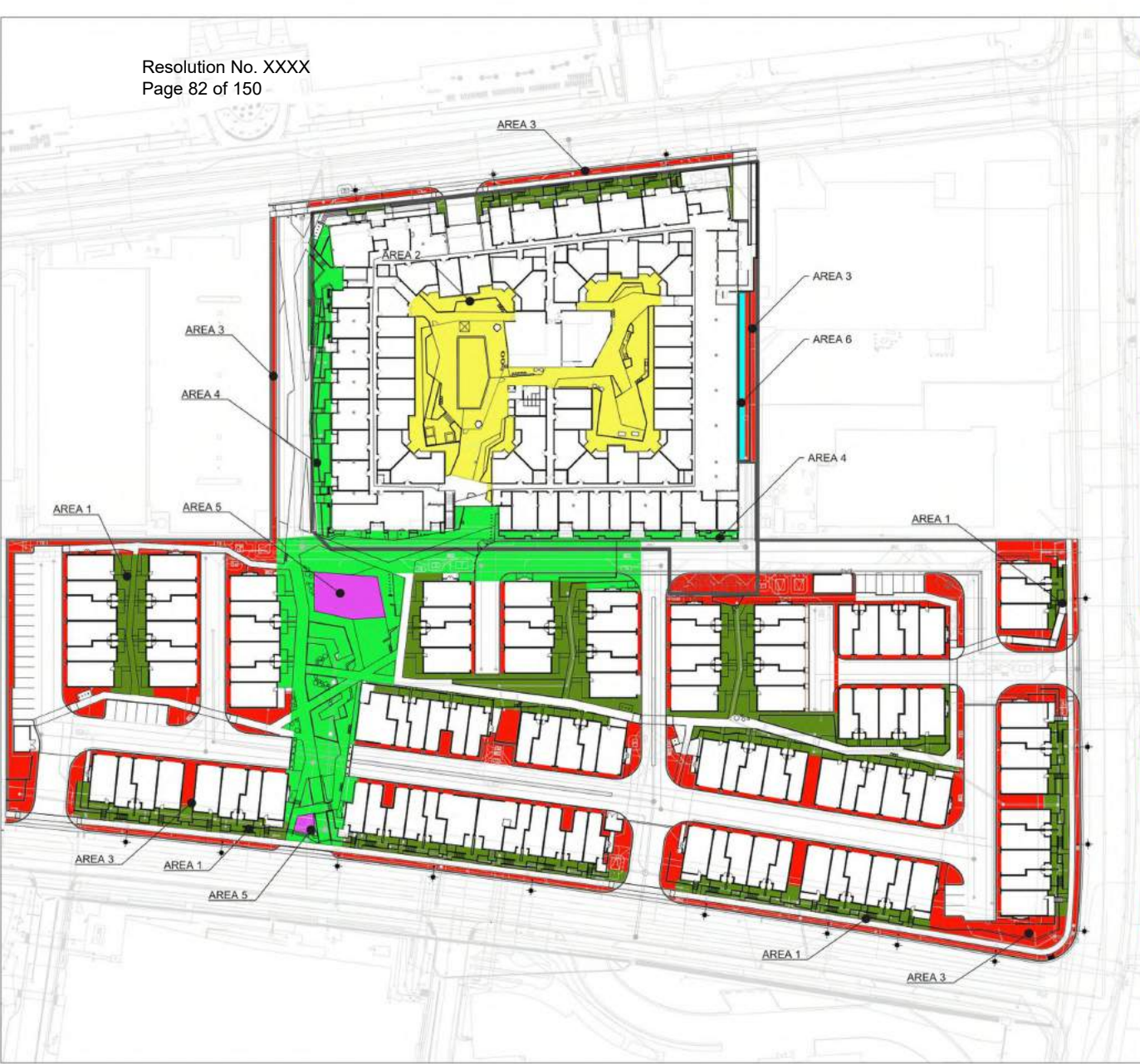
BIKE RACKS
BOLA RACK FROM LANDSCAPE FORMS
30"X72" CLEARANCE ZONE PER RACK



PERIMETER FENCE
72" TALL HORIZONTAL WOOD PLANKS



PATIO FENCE
42" TALL HORIZONTAL WOOD PLANKS



- AREA 1** COURTYARD GARDENS & RESIDENTIAL STREET FRONTAGE - HARDY, TOLERANT ORNAMENTAL TREES - LOW-MEDIUM WATER USE

Lagerströmia Tussockia	Liriodendron 'Majestic'	Lonicera 'Rubrum'	Nephrolepis cordifolia

- AREA 2** PODIUM COURTYARD PALETTE - URBAN, HEAT TOLERANCE - LOW-MEDIUM WATER USE

Jacaranda mimosifolia	Tibouchina urvilleana	Washingtonia robusta	Sedum 'John Creech'

- AREA 3** STREET, DRIVEWAY & PERIMETER PLANTING - HARDY/TOLERANT TO HARSHER, URBAN CONDITIONS - LOW WATER USAGE

Koeleria bipinnata	Dielsia vegetata	Juniper 'Eck Blue'	Rhaphelepis 'Pink Lady'

- AREA 4** PASEO AND EVA PLANTING - FULL SUN AND DRY SOIL - LOW WATER USAGE

Quercus agrifolia	Rosmarinus 'Prostratus'	Chondropetalum lecturum	Callisotoma 'Little John'

- AREA 5** TURF - HIGH WATER USE

Sod - Medallion Dwarf w/ Bonsai

- AREA 6** EAST APARTMENT GARAGE WALL - LOW WATER USE

Evergreen Self-Climbing Vine Macfadyena unguis cati 25' Tall 5-gallon @ 72" o.c. 24 Total

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Mountain View, CA

Sheet Title:
PLANTING PLAN

Job No. 20004
Date: 07/18/2023
Scale: 1" = 40'

Sheet No:
L4.00

PLANT PALETTE



KEY	SIZE	BOTANICAL NAME	COMMON NAME	SPACING/ COMMENTS	WUCOLS*	NATIVE (Y/N)
ACE PAL	See Plan	Acar Palmatum 'Bloodgood'	Bloodgood Japanese Maple		Medium	N
AES CAL	See Plan	Aesculus californica	California Buckeye		Very Low	Y
AJO HER	See Plan	Aloe 'Herzlotz'	Herzlotz Aloe		Low	N
CCR OCC	See Plan	Cercis occidentalis	Western Redbud		Very Low	Y
GM BL	See Plan	Gingko biloba 'Varietas Sentry'	Columnar Gingko		Medium	N
GLE TRI	See Plan	Gleditsia inaequalis 'Shademaster'	Shademaster Honeylocust		Low	N
JAC MM	See Plan	Jacquinia minorifolia	Jacquinia Tree		Medium	N
JAC BP	See Plan	Jacquinia bipartita	Chinese Flame Tree		Medium	N
LAC TSC	See Plan	Leguminosae 'Tasagosa'	Crope Myrtle		Low	N
LAC MIB	See Plan	Leguminosae 'Mibogosa'	Crope Myrtle		Low	N
LTO FLI	See Plan	Lythrum salicaria 'Red/Blue'	Coldwater Willow		Low	Y
MIL WEI	See Plan	Melilotus alba	White Melilotus		Low	N
PLA ACE	See Plan	Platanus acerifolia	London Plane		Medium	Y
POD ORA	See Plan	Podocarpus neriifolia	Fern Podocarpus		Medium	N
QUE ARI	See Plan	Quercus agrifolia	Coast Live Oak		Very Low	Y
TL COP	See Plan	Tilia cordata 'Luna Bria'	Little Leaf Linden		Medium	N
ULM DAV	See Plan	Ulmus davidsonii var. japonicus 'Nortia'	Nortia / Accolade Elm		Medium	N
ULM PAR	See Plan	Ulmus parvifolia 'Dignity'	Evergreen Elm		Low	N
WIG ROB	See Plan	Washingtonia robusta	Mexican Fan Palm		Low	N

KEY	SIZE	BOTANICAL NAME	COMMON NAME	SPACING/ COMMENTS	WUCOLS*
ACC	5 Gal	Azorec c. 'Candy St'	Little Blue Azalea	30' o.c.	Low
ARJ	5 Gal	Arctostaphylos uva-ursi	Strawberry Bush	30' o.c.	Low
BAA	15 Gal	Bambusa m. 'Alphonse Karr'	Bamboo 'Alphonse Karr'	40' o.c.	Low
BLF	5 Gal	Bulbine Frutescens	Yellow Stalked Bulbine	30' o.c.	Low
CAS	1 Gal	Ceanothus speciosus	Rock Poinsettia	30' o.c.	Low
CAL	5 Gal	Callistemon 'Little John'	Dwarf Callistemon	42' o.c.	Low
CS	5 gal	Cistus x skanbergii	Pink Rockrose	30' o.c.	Low
DN**	5 Gal	Dalies vegalis	Yarrow-like Lily	30' o.c.	Low
EP	3 gal	Epilobium caeruleum 'Oatsika'	California Fuchsia	24' o.c.	Low
EV	5 Gal	Excoecaria 'Nana'	Dwarf Yew	30' o.c.	Low
BD**	1 Gal	Hydrangea	Pacific Coast Iris	24' o.c.	Low
LAD**	1 Gal	Leucodermis 'Julesburg'	Hedge Lavender	24' o.c.	Low
LM	1 Gal	Lilium maculatum 'Nightingale'	Lily Turf	18' o.c.	Medium
LOR	5 Gal	Loropetalum chinense 'Natum'	Ruby Chinese Fringe	30' o.c.	Low
PEH	3 gal	Penstemon heterophyllus	Footfall Penstemon	30' o.c.	Low
RT	5 Gal	Ribes cynosuavium 'Whelan's Dwarf'	Pittosporum 'Whelan's Dwarf'	30' o.c.	Medium
RVA	5 Gal	Rhamnus 'Amending Red'	New Zealand Flax tree	24' o.c.	Low
PCM	1 Gal	Polystichum auratum	Western Sword Fern	24' o.c.	Medium
PRC	5 Gal	Prunus caroliniana 'Bright & Tight'	Caroline Laurel Cherry	60' o.c.	Low
RH	5 Gal	Rhamnus c. 'Mound Sun Bruns'	Coffeberry	42' o.c.	Low
RH	5 Gal	Rhamnus 'Infelix 'Pink Lady'	Infelix Hawthorn	30' o.c.	Low
ROC	5 Gal	Rosa California	California Rose	24' o.c.	Low
SAC	1 gal	Salvia scleroides 'Woodland Glen'	Woodland Sage	30' o.c.	Low
SAL**	3 Gal	Salvia leucantha	Mexican Sage	30' o.c.	Low
SAS	1 gal	Salvia leucantha 'Santa Barbara'	Compact Mexican Sage	25' o.c.	Low
SAR	5 Gal	Sarcococca nuxifolia	Sheep Bush	30' o.c.	Low

KEY	SIZE	BOTANICAL NAME	COMMON NAME	SPACING/ COMMENTS	WUCOLS*
CNJ	1 gal	Cortaderia sulcata	Reed Grass	24' o.c.	Low
CAP**	1 gal	Carex dielsii	Belted Sedge	24' o.c.	Low
CHT**	1 gal	Chorizanthe strictum	Cope Rush	30' o.c.	Low
DEC**	1 gal	Deschampsia cespitosa	Tufted Hairgrass	24' o.c.	Low
FES**	1 Gal	Festuca californica 'Serpentine Blue'	California Fescue	18' o.c.	Low
JUB**	1 Gal	Juncus glauca 'Yin Blue'	California Juncus	24' o.c.	Low
MUR**	1 Gal	Muhlenbergia 'Regal Mist'	Purple Deer Grass	24' o.c.	Low
MUR	1 gal	Muhlenbergia rigida	Deer Grass	36' o.c.	Low
NAP**	1 Gal	Nassella pulchra	Purple Needlegrass	24' o.c.	Very Low

KEY	SIZE	BOTANICAL NAME	COMMON NAME	SPACING/ COMMENTS	WUCOLS*
ACR	1 Gal	Acacia redolens	Acacia	48' o.c.	Very Low
AMP	1 Gal	Arctostaphylos 'Pacific Mist'	Pacific Mist Manzanita	30' o.c.	Low
DD	1 gal	Desmodium g. h. 'Yankee Point'	Yankee Point Desmodium	48' o.c.	Low
COH	1 Gal	Coprosma hillei 'Viregata'	Viregated Mirror Plant	30' o.c.	Low
GD	1 Gal	Geranium incanum	Geranium	24' o.c.	Low
MA	5 gal	Mahoea aquifolium	Oregon Grape	30' o.c.	Low
MAC	5 gal	Mahoea aquifolium 'Compacta'	Oregon Grape	30' o.c.	Low
MH**	1 Gal	Mysoporum pennifolium 'Fuchsia Dream'	Creeping Mysoporum	30' o.c.	Low
BES	4" pot	Besleria sp. 'John Creek'	John Creek Stonecrop	6" o.c.	Low

KEY	SIZE	BOTANICAL NAME	COMMON NAME	SPACING/ COMMENTS	WUCOLS*
BOS	1 Gal	Bougainvillea 'San Diego Red'	Violet Trumpet Vine	See Plan	Low
CLA	5 Gal	Clematis amomali	Evergreen Clematis	See Plan	Medium
FP	1 Gal	Ficus parviflora	Creeping Fig	See Plan	Medium
MAU	1 Gal	Madropera unguis-cati	Cat's Claw	See Plan	Medium

* Native plant designation based on WUCOLS and Western Garden Book
** Shrub/water use classification of LANDSCAPE SPECIES WATER USE RATING
** Stormwater Treatment Area Plant

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Mountain View, CA

Sheet Title:
TREE PLANTING PLAN

Job No: 20004
Date: 07/18/2023
Scale: 1" = 40'

Sheet No:
L4.01



WATER USE LEGEND

KEY	WUCOLS CATEGORY
■	Low: 75.2% (47,770 sf)
■	Medium: 21.5% (13,640 sf)
■	High: 3.3% (2,127 sf)

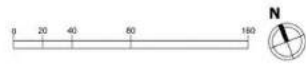
*Based upon total landscape area of 63,537 sf

All planted areas are to be watered with an approved automatic underground irrigation system. Potable irrigation water will be delivered by drip irrigation devices. The system shall be designed to make efficient use of water through conservation techniques, and be in compliance with resolution 6261, as required by the State of California.

An application and detailed landscape irrigation plan will be submitted with the building permit submittal package. All planting and irrigation will be in compliance with the city's Water Efficient Landscape Ordinance.

The final construction documents will provide the contractor with an understanding of the design intent for the maintenance of the planting areas regarding care and pruning of the site. The maintenance contractor shall furnish all labor, equipment, materials and supervision required to properly maintain the landscaped areas in an attractive condition and as described in the project maintenance specifications.

Note:
All irrigation within the public right of way shall comply with City Standard Details LS-1 through LS-19 and shall be connected to the on-site water system.



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Mountain View, CA

Sheet Title:
IRRIGATION HYDROZONE DIAGRAM

Job No: 20004
Date: 07/18/2023
Scale: 1" = 40'

Sheet No:
L5.01



CONSTITUTION AREA REQUIREMENTS	
TOTAL AREA	4,096 SF
REQ PLANTING (25% OF TOTAL AREA)	1,024 SF
REQ TREATMENT (50% OF PLANTING)	512 SF
PROPOSED PLAN	
EXCLUDED AREA	
PAVED AREA	2,625 SF
PLANTED AREA	716 SF
TREATMENT AREA	755 SF
TOTAL PLANTED AREA	1,471 SF
SUMMARY	
EXCEEDED PLANTING REQUIREMENT BY	453 SF (43.7%)
EXCEEDED TREATMENT AREA REQUIREMENT BY	243 SF (47.5%)

CONSTITUTION FRONTAGE



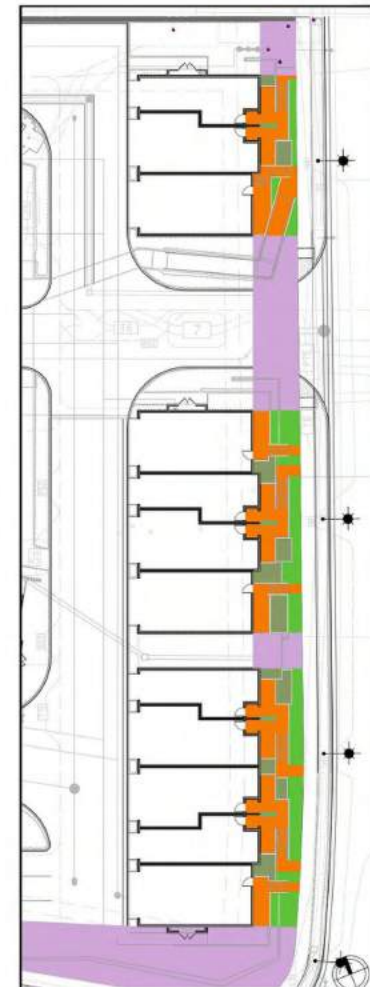
INDEPENDENCE WEST AREA REQUIREMENTS	
TOTAL AREA	3,667 SF
REQ PLANTING (25% OF TOTAL AREA)	917 SF
REQ TREATMENT (50% OF PLANTING)	458 SF
PROPOSED PLAN	
EXCLUDED AREA	
PAVED AREA	2,123 SF
PLANTED AREA	1,012 SF
TREATMENT AREA	532 SF
TOTAL PLANTED AREA	1,544 SF
SUMMARY	
EXCEEDED PLANTING REQUIREMENT BY	627 SF (68.3%)
EXCEEDED TREATMENT AREA REQUIREMENT BY	74 SF (13.9%)

INDEPENDENCE FRONTAGE WEST END



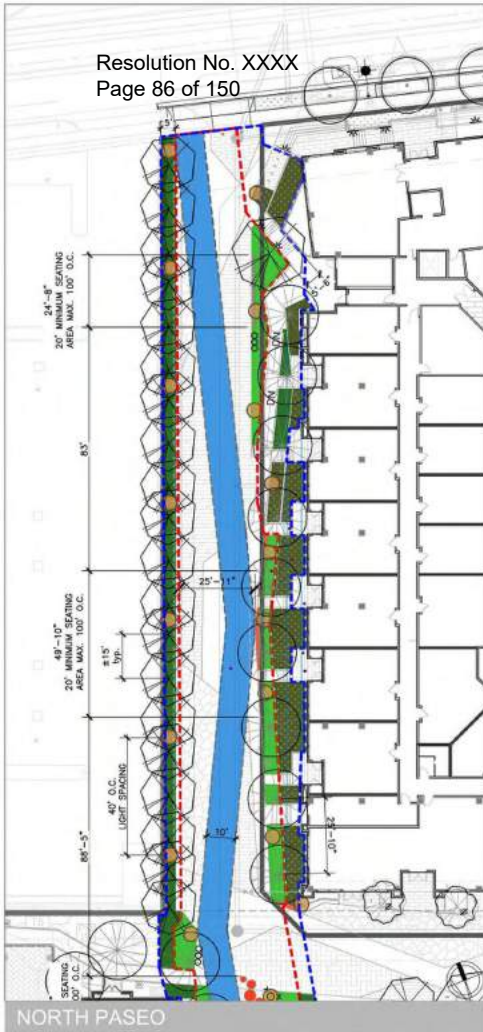
INDEPENDENCE EAST AREA REQUIREMENTS	
TOTAL AREA	3,559 SF
REQ PLANTING (25% OF TOTAL AREA)	890 SF
REQ TREATMENT (50% OF PLANTING)	445 SF
PROPOSED PLAN	
EXCLUDED AREA	
PAVED AREA	2,189 SF
PLANTED AREA	825 SF
TREATMENT AREA	545 SF
TOTAL PLANTED AREA	1,370 SF
SUMMARY	
EXCEEDED PLANTING REQUIREMENT BY	65 SF (7.3%)
EXCEEDED TREATMENT AREA REQUIREMENT BY	100 SF (22.5%)

INDEPENDENCE FRONTAGE EAST END



CHRYSLER AREA REQUIREMENTS	
TOTAL AREA	3,081 SF
REQ PLANTING (25% OF TOTAL AREA)	773 SF
REQ TREATMENT (50% OF PLANTING)	387 SF
PROPOSED PLAN	
EXCLUDED AREA	
PAVED AREA	1,818 SF
PLANTED AREA	829 SF
TREATMENT AREA	434 SF
TOTAL PLANTED AREA	1,263 SF
SUMMARY	
EXCEEDED PLANTING REQUIREMENT BY	490 SF (63.4%)
EXCEEDED TREATMENT AREA REQUIREMENT BY	47 SF (12.1%)

CHRYSLER FRONTAGE



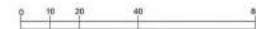
NORTH PASEO

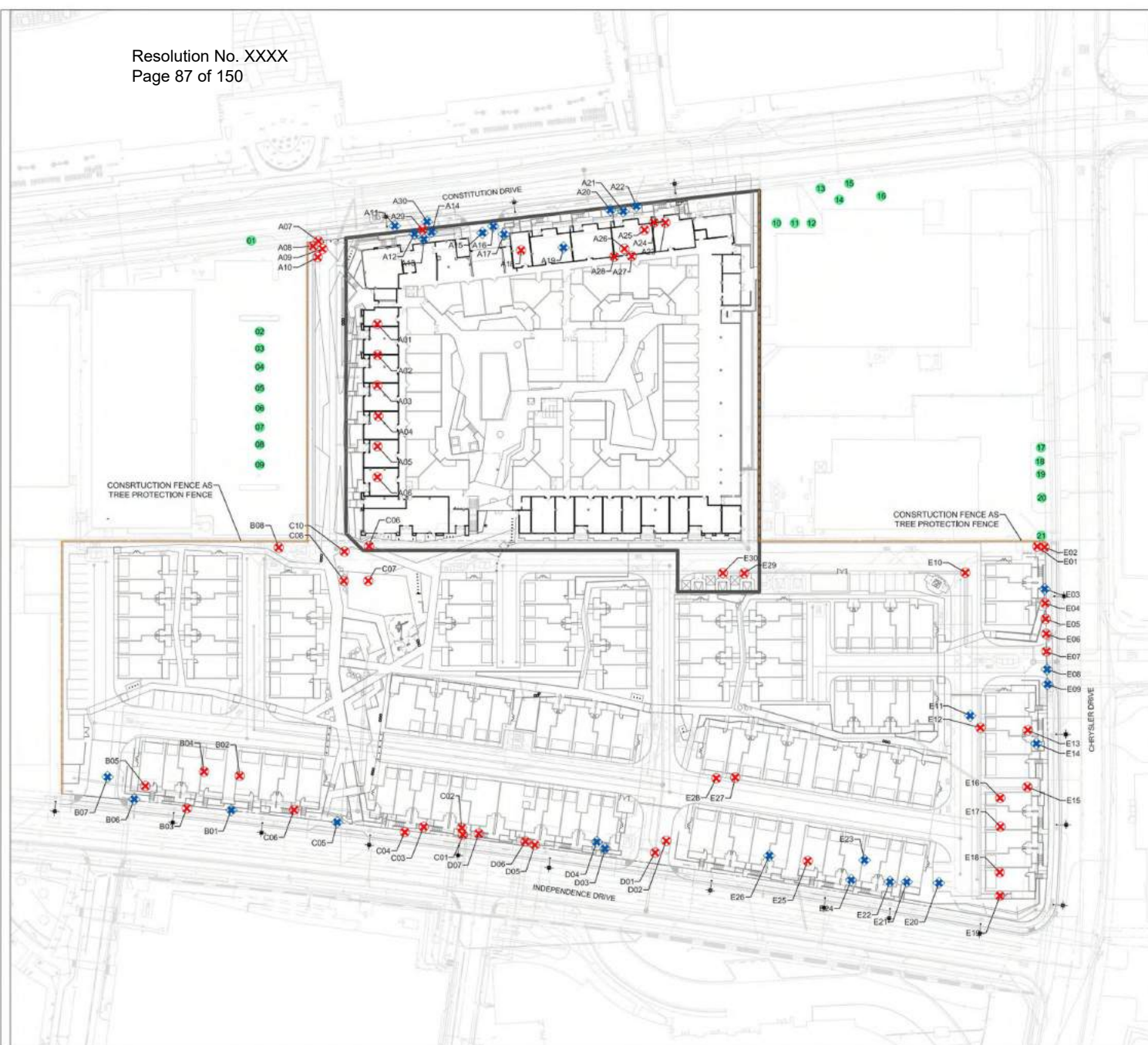


SOUTH PASEO

PROJECT NOTES	Standard	Description	Rate and Bonus Levels	Additional Requirements
Passes with walls and is integrated with open spaces	Passes Walls Figure 5, Label A	The maximum dimension in overall width of the passes, including landscaping and landscape components	20 feet	
Pathway width is 10' with additional adjacent paving per fire access requirements	Pathway Walls Figure 5, Label B	The minimum and maximum width of the hardscape portion of the passes	10 feet minimum; 14 feet maximum	The passes pathway shall be connected to building entrances with hardscape pathways. Pathways may be used for emergency vehicle access and allowed a maximum paved width exemption to accommodate standards of the Marine Park Fire Department with prior approval by Transportation Manager
Seating has been provided as required with additional seating as part of the open spaces	Planting Zones Figure 5, Label C	Requirements for pockets of hardscape areas dedicated to seating, adjacent to the main pedestrian pathway area	Minimum dimension of 10 feet wide by 20 feet long provided at a maximum interval of 100 feet	Furnishing zones must include benches or other type of seating and pedestrian-scaled seating
Vertical surfaces have been provided Treatment areas are integrated with adjacent open spaces	Planting Figure 5, Label D	The maximum distance for adjacent buildings from the edge of the pass properly line	5 feet	A maximum of 50% of the setback area between the building and pass shall be landscaped (50% of which should provide on-site mitigation of abatement runoff) Plants should be climate adapted species, up to 3 feet in height
Trees have been provided in excess of the requirement	Trees Figure 5, Label E	The size and spacing of trees that are required along the passes	Small canopy trees with a maximum canopy height of 40 feet and canopy diameter of 25 feet, planted at maximum intervals of 80 feet	Trees must be planted within the passes width, with the tree canopy allowed to overhang into the setback
20% of the passes is planted	Landscaping	The minimum percentage of the passes that is landscaped with vegetation	20%	On-site mitigation of stormwater runoff is required.
Lighting has been provided at the spacing required with additional bottom lighting	Lighting	Population-oriented street types	One light fixture every 40 feet	Use energy efficient lighting per Title 24. Lights shall be located a minimum of 20 feet from faces.

CALCULATIONS	
Total Area of Paseo Walls:	15,360SF
Planted Area of Paseo Width:	3,084SF (20.0% of Total Width Area)
Total Area of Paseo Setback:	8,032SF
Planted Area of Paseo Setback:	4,193SF (52.2% of Total Setback Area)
Stormwater Treatment Planting Area of Paseo Setback:	2,184SF (51.6% of Planted Setback Area)





TREE DISPOSITION LEGEND

KEY	DESCRIPTION	QUANTITY
A07	EXISTING TREE TO BE REMOVED	56
A07	EXISTING HERITAGE TREE TO BE REMOVED	29
	OFF-SITE TREES TO REMAIN	21

20 HERITAGE TREES AND 56 NON-HERITAGE TREE PROPOSED FOR REMOVAL
HERITAGE TREE MITIGATION RATIO ≥:1 (15 GALLON BOX SIZE MINIMUM)
(58) HERITAGE TREE REPLACEMENTS REQUIRED
(358) NEW TREES PROPOSED AT MINIMUM 15 GALLON SIZE - MITIGATION REQUIREMENT EXCEEDED BY (300)
SEE SHEET L4.01 TREE PLANTING PLAN

Tree Disposition Plan Notes:
1. See Arbolist Report for full tree evaluation notes and data.
2. Tree Disposition Plan has been prepared based on topographic survey provided by civil engineers. See Arbolist Report prepared by FMA Landscape Services dated on October 19, 2021 for tree evaluation details. The Report has been updated as reflected in the Arbolist Additional Comments Dated January 15, 2022 based on the site visit on December 30, 2021.
3. Tree inventory in arbolist report is divided by parcel address. See Key below for tree number in correspondence to arbolist report.

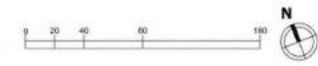
Tree # in Plan	Parcel Address
A01 - A29:	130 Constitution Dr. Menlo Park, CA 94025
B01 - B08:	119 Independence Dr. Menlo Park, CA 94025
C01 - C10:	123+125 Independence Dr. Menlo Park, CA 94025
D01 - D07:	127 Independence Dr. Menlo Park, CA 94025
E01 - E30:	1205 Chrysler Dr. Menlo Park, CA 94025

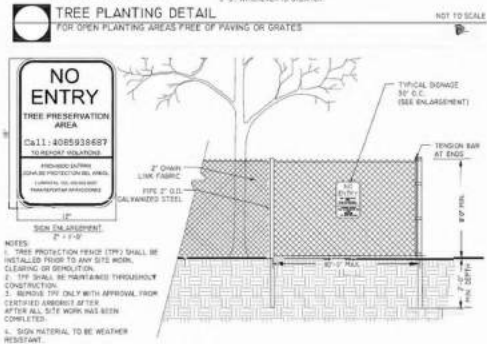
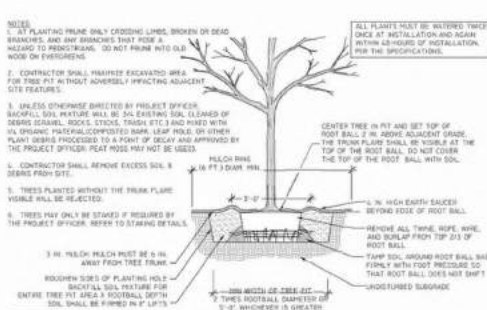
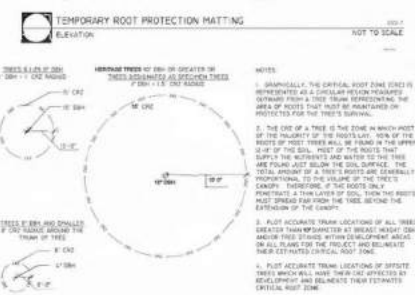
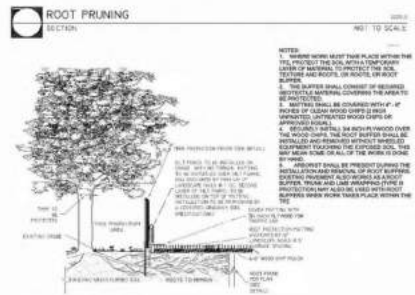
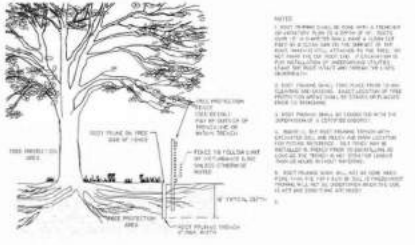
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Landscape Architects Land Planners
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Menlo Park, CA
The Sobrato Organization
599 Castro Street, Suite 400
Mountain View, CA

Sheet Title:
TREE DISPOSITION LANDSCAPE PLAN
Job No. 20004
Date: 07/18/2023
Scale: 1" = 40'

Sheet Not:
L8.01





Tree protection and Preservation Plan

The objective of this plan is to reduce or eliminate the negative impacts of construction on heritage trees.

This plan is prepared to assess impact to trees, recommend mitigation to reduce impacts to a level that is not significant level, and identify construction guidelines to be followed through all phases of the construction project.

- Section I - Pre-Construction**
1. On the Tree Protection Plan for this project, plot accurate trunk locations and the diameter of heritage trees. In addition, the plan shall accurately show the species, trunk diameter, diameter, and clearly indicate the tree protection zone (TPZ) to be enclosed with the specified tree fencing as a bold dashed line.
 2. For verification of tree protection, the Project Arborist (Miguel Medina, phone # (408)933-8627) shall verify that all pre-construction requirements have been met. Prior to demolition, grading, or building permit issuance.
 3. The demolition, grading, and general Contractor are required to meet with the Project Arborist (Miguel Medina, phone # (408)933-8627) at the site prior to beginning demolition, grading, or new construction to review tree protection measures to be established haul routes, staging areas, etc.
 4. Protective tree fencing enclosures shall be erected around trees to establish the TPZ in which no soil disturbance is permitted, and activities are restricted. For size and style of fence see Items Detail #1 and #2. Duration: Tree fencing shall be erected before any demolition, grading, or construction begins and shall remain in place until the Project Arborist (Miguel Medina, phone # (408)933-8627) approved the removal.

- Section II - Tree protection Zone (TPZ)**
- Heritage trees and street trees shall have a designated TPZ identifying the area sufficiently large enough to protect the trees and roots from disturbance. Any deviation in determining the TPZ will require approval by the Project Arborist (Miguel Medina, phone # (408)933-8627).
- Activities PROHIBITED within the TPZ include:
1. Storage or parking of vehicles, building materials, refuse, excavated spoils or dumping of poisonous materials, including but not limited to, paints, petroleum products, solvents, asbestos risk, or dirty water.
 2. The use of tree trunks as a which support anchorages, as a temporary power pole, signpost, or other similar function.
 3. Cutting of tree roots by utility trenching, foundation digging, placement of curbs & trenches and other miscellaneous excavation.
 4. Soil disturbance, soil compaction, or grade changes.
 5. Drainage changes.

Section IV - Inspection Schedule

The Project Arborist retained by the applicant shall conduct the following required inspections of construction site for heritage trees:

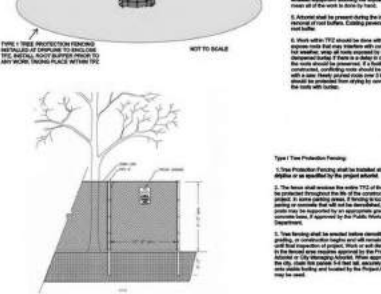
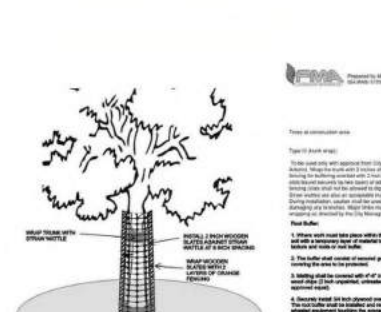
1. Pre-Construction Meeting: Prior to commencement of construction, the Contractor shall conduct a Pre-Construction meeting to discuss Heritage Tree Protection with the Sub-Superintendent, Grading Equipment Operators, Project Arborist (Miguel Medina, phone # (408)933-8627).
2. Inspection of Protective Tree Fencing: Project Arborist (Miguel Medina, phone # (408)933-8627) shall conduct an inspection of the trees and verify that the protective tree fencing is in place prior to issuance of a demolition, grading, or building permit.
3. Inspection of Rough Grading: The Project Arborist (Miguel Medina, phone # (408)933-8627) shall perform an inspection during rough grading adjacent to the TPZ to ensure that trees will not be injured by compaction, soil or fill, drainage & trenching.
4. Special activities within the Tree Protection Zone: Work in the area (TPZ) requires the direct on-site supervision of the Project Arborist (Miguel Medina, phone # (408)933-8627).

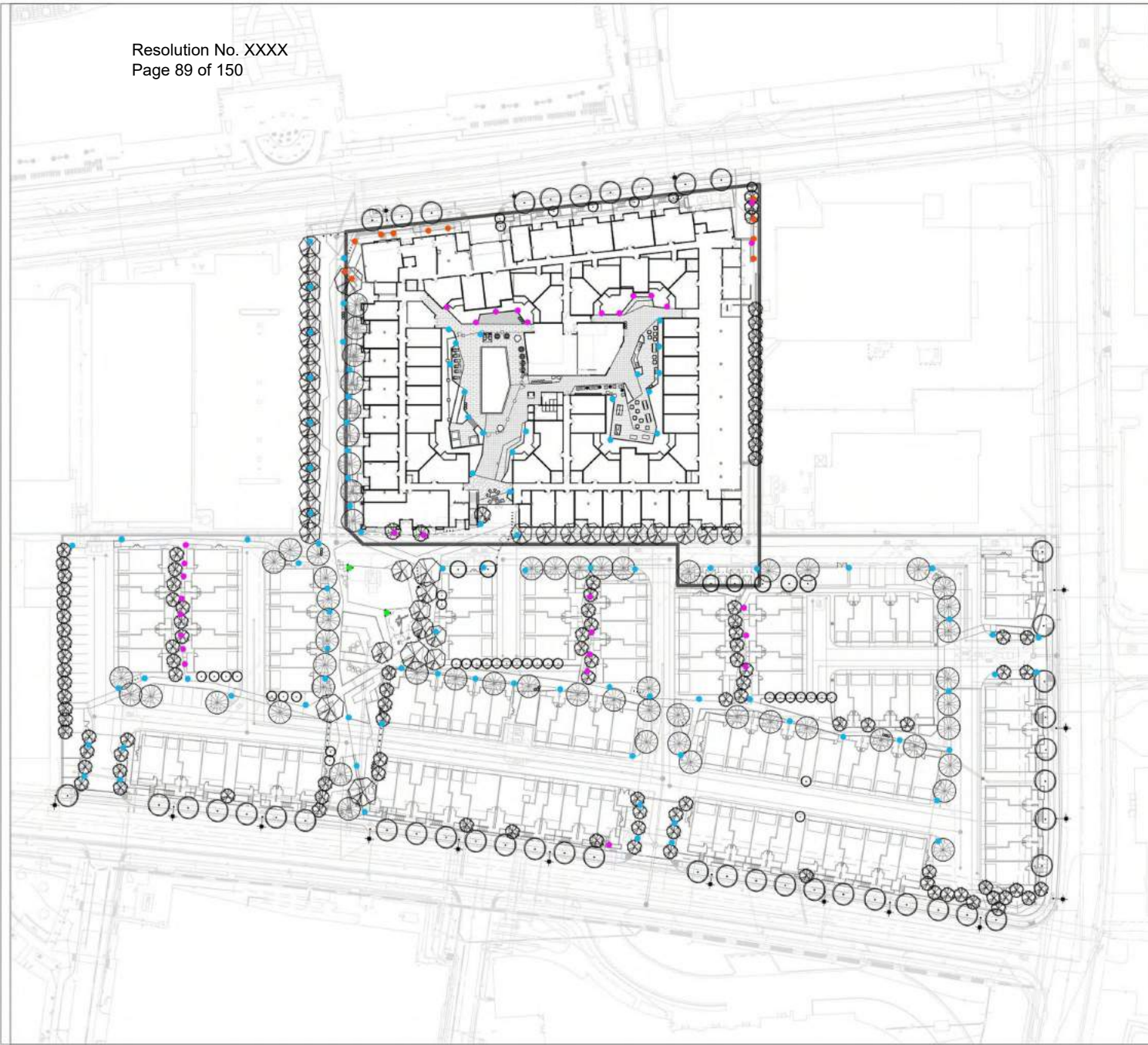
5. Activities permitted or required within the TPZ include:
 1. Mulching. During construction, it is recommended that weed strips or similar materials be spaced within the TPZ to a 4" depth, leaving the trunk clear of mulch. Street trees existing irrigation system will not be disturbed.
 2. Irrigation, aeration, fertilizing, or other beneficial practices that have been specifically approved for use by the Project Arborist (Miguel Medina, phone # (408)933-8627) within the TPZ.
 3. Trenching & Directional Drilling: If trenching or pipe installation has been approved by Project Arborist (Miguel Medina, phone # (408)933-8627), then the trench shall be cut by hand only.

Section III - Injury Mitigation

A Mitigation Program is required if the approved development will cause drought stress, dust, decomposition, or soil compaction. To help reduce impact injury, one or more of the following mitigation measures shall be implemented and supervised by the Project Arborist (Miguel Medina, phone # (408)933-8627).

1. Irrigation Program: Irrigate to wet the soil within the TPZ during the dry season as specified by the Project Arborist (Miguel Medina, phone # (408)933-8627).
2. Dust Control Program: During periods of extended drought, spray trucks, hoses, and foggers to remove accumulated construction dust.
3. Mitigation: Hand trenching shall avoid cutting any roots, but if free roots 2" (diameter) or larger are encountered, they must be clearly cut back to a smooth radial lateral root under the supervision of the Project Arborist (Miguel Medina, phone # (408)933-8627). The end of the root shall be sealed and kept moist. All exposed root areas within the TPZ shall be backfilled or covered within one hour. Exposed roots may be kept from drying out by temporarily covering the roots and exposing tapered barbs or tarping over the upper 3' (feet) of trench walls.
4. Bark or trunk wounding: Current bark tracing and treatment methods shall be performed as supervised by the Project Arborist (Miguel Medina, phone # (408)933-8627) within two days.
5. Sealed branch or root canopy injury: Remove ladders or ladders back to an appropriate branch capable of resuming terminal growth within five days. If leaves are heat scorchered from equipment exhaust pipes, contact the Project Arborist (Miguel Medina, phone # (408)933-8627).
6. New plant material at the TPZ area: New plants shall be dug by hand only to prevent the minimum root cut. The Project Arborist must be present to set up or relocate plant material.
7. No soil, drainage, or other TPZ modifications: (408)933-8627



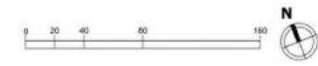


WALL LIGHT
BEGA 33 093 LED RECESSED WALL LIGHT

POLE LIGHT
BEGA 88 16 LED POLE TOP LUMINARIES

BOLLARD LIGHT
BEGA 77 752/753/787 LED BOLLARDS (VARIOUS HEIGHTS)

PARK AREA LIGHT
ARNE ARC41 SINGLE COLUMN SPIRAL 24.9R POLE



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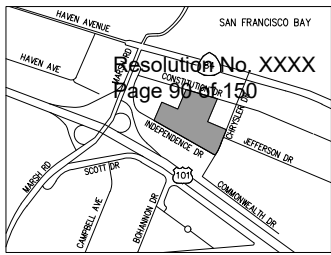
123 Independence
Menlo Park, CA

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599 Castro Street, Suite 400
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Sheet Title:
LANDSCAPE LIGHTING PLAN

Job No: 20004
Date: 07/18/2023
Scale: 1" = 40'

Sheet No:
L9.01



VICINITY MAP

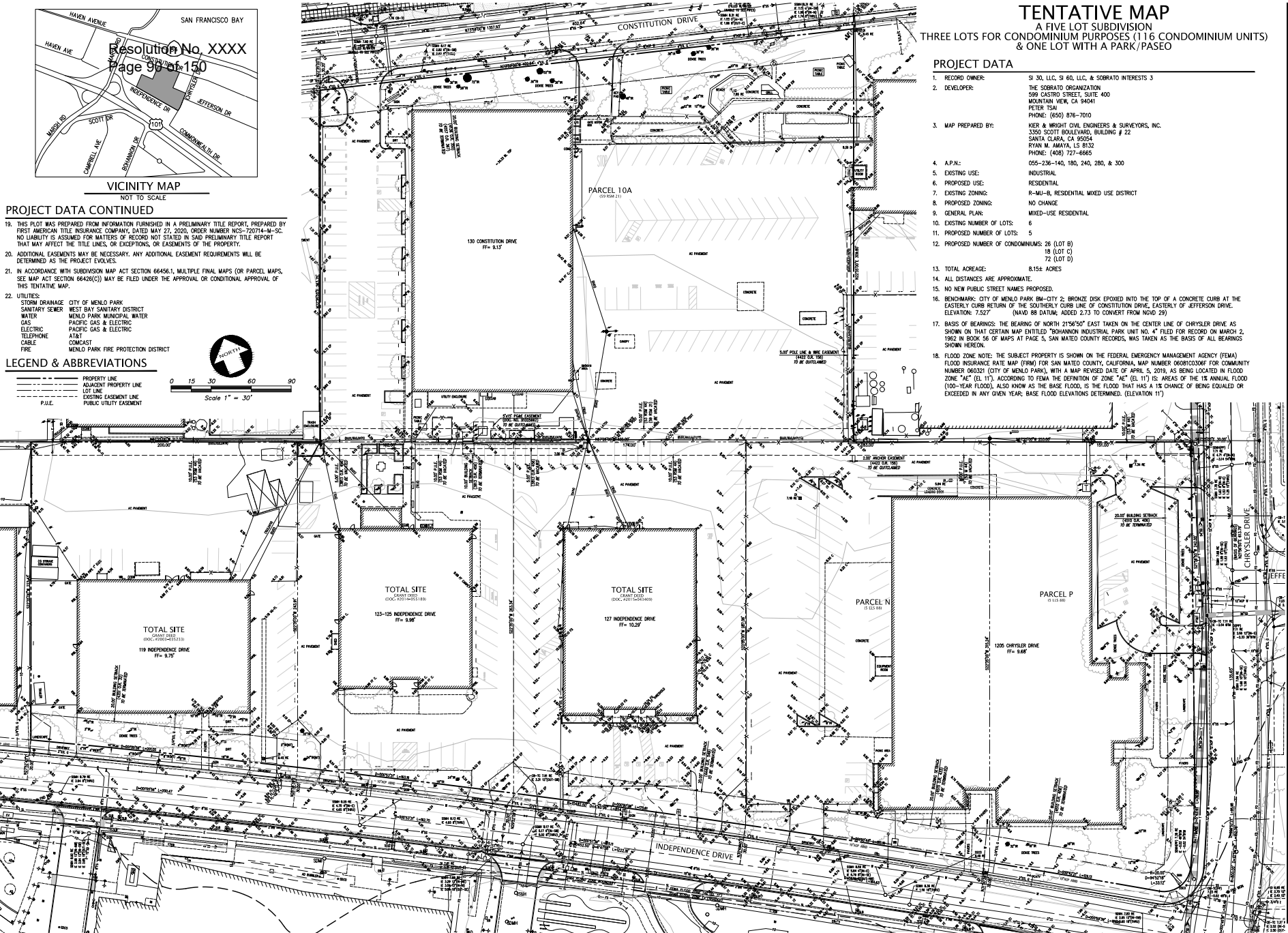
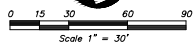
NOT TO SCALE

PROJECT DATA CONTINUED

19. THIS PLOT WAS PREPARED FROM INFORMATION FURNISHED IN A PRELIMINARY TITLE REPORT, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED MAY 27, 2020, ORDER NUMBER NCS-720714-M-SC. NO LIABILITY IS ASSUMED FOR MATTERS OF RECORD NOT STATED IN SAID PRELIMINARY TITLE REPORT THAT MAY AFFECT THE TITLE LINES, OR EXCEPTIONS, OR EASEMENTS OF THE PROPERTY.
20. ADDITIONAL EASEMENTS MAY BE NECESSARY. ANY ADDITIONAL EASEMENT REQUIREMENTS WILL BE DETERMINED AS THE PROJECT EVOLVES.
21. IN ACCORDANCE WITH SUBDIVISION MAP ACT SECTION 66456.1, MULTIPLE FINAL MAPS (OR PARCEL MAPS, SEE MAP ACT SECTION 66428(C)) MAY BE FILED UNDER THE APPROVAL OR CONDITIONAL APPROVAL OF THIS TENTATIVE MAP.
22. UTILITIES:
 - STORM DRAINAGE CITY OF MENLO PARK
 - SANITARY SEWER WEST BAY SANITARY DISTRICT
 - WATER MENLO PARK MUNICIPAL WATER
 - GAS PACIFIC GAS & ELECTRIC
 - ELECTRIC PACIFIC GAS & ELECTRIC
 - AT&T AT&T
 - CABLE COMCAST
 - FIRE MENLO PARK FIRE PROTECTION DISTRICT

LEGEND & ABBREVIATIONS

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- PUBLIC UTILITY EASEMENT



TENTATIVE MAP
A FIVE LOT SUBDIVISION
THREE LOTS FOR CONDOMINIUM PURPOSES (116 CONDOMINIUM UNITS)
& ONE LOT WITH A PARK/PASEO

PROJECT DATA

1. RECORD OWNER: SI 30, LLC, SI 60, LLC, & SOBRATO INTERESTS 3
2. DEVELOPER: THE SOBRATO ORGANIZATION
599 CASTRO STREET, SUITE 400
MOUNTAIN VIEW, CA 94041
PETER TSAI
PHONE: (650) 876-7010
3. MAP PREPARED BY: KIER + WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.
3350 SCOTT BOULEVARD, BUILDING # 22
SANTA CLARA, CA 95054
RYAN M. MAYAYA, LS 8532
PHONE: (408) 727-6665
4. A.P.N.: 055-236-140, 180, 240, 280, & 300
5. EXISTING USE: INDUSTRIAL
6. PROPOSED USE: RESIDENTIAL
7. EXISTING ZONING: R-MU-B, RESIDENTIAL MIXED USE DISTRICT
8. PROPOSED ZONING: NO CHANGE
9. GENERAL PLAN: MIXED-USE RESIDENTIAL
10. EXISTING NUMBER OF LOTS: 6
11. PROPOSED NUMBER OF LOTS: 5
12. PROPOSED NUMBER OF CONDOMINIUMS: 26 (LOT B)
18 (LOT C)
72 (LOT D)
13. TOTAL ACREAGE: 8.15± ACRES
14. ALL DISTANCES ARE APPROXIMATE.
15. NO NEW PUBLIC STREET NAMES PROPOSED.
16. BENCHMARK: CITY OF MENLO PARK BM-CITY 2; BRONZE DISK EPOXIED INTO THE TOP OF A CONCRETE CURB AT THE EASTERLY CURB RETURN OF THE SOUTHERLY CURB LINE OF CONSTITUTION DRIVE, EASTERLY OF JEFFERSON DRIVE. ELEVATION: 7.527' (NAVD 88 DATUM; ADDED 2.73 TO CONVERT FROM NAVD 29)
17. BASIS OF BEARINGS: THE BEARING OF NORTH 21°54'50" EAST TAKEN ON THE CENTER LINE OF CHRYSLER DRIVE AS SHOWN ON THAT CERTAIN MAP ENTITLED "OSHAWANON 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 ALL BEARINGS SHOWN HEREON.
18. FLOOD ZONE NOTE: THE SUBJECT PROPERTY IS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) FOR SAN MATEO COUNTY, CALIFORNIA, MAP NUMBER 0803202F FOR COMMUNITY NUMBER 060321 (CITY OF MENLO PARK), WITH A MAP REVISED DATE OF APRIL 5, 2019, AS BEING LOCATED IN FLOOD ZONE "AE" (EL. 11'). ACCORDING TO FEMA THE DEFINITION OF ZONE "AE" (EL. 11') IS AREAS OF THE 1% ANNUAL FLOOD (100-YEAR FLOOD), ALSO KNOWN AS THE BASE FLOOD, IS THE FLOOD THAT HAS A 1% CHANCE OF BEING EQUALLED OR EXCEEDED IN ANY GIVEN YEAR; BASE FLOOD ELEVATIONS DETERMINED. (ELEVATION 11')

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Menlo Park, CA

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Sheet Title:
EXISTING CONDITIONS

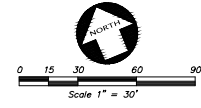
Job No. 20004
Date: 02/03/2023
Scale: AS SHOWN
Drawn By: MC

Sheet No.:
TM1



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Mountain View, CA 94035
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CONSTITUTION DRIVE



LEGEND

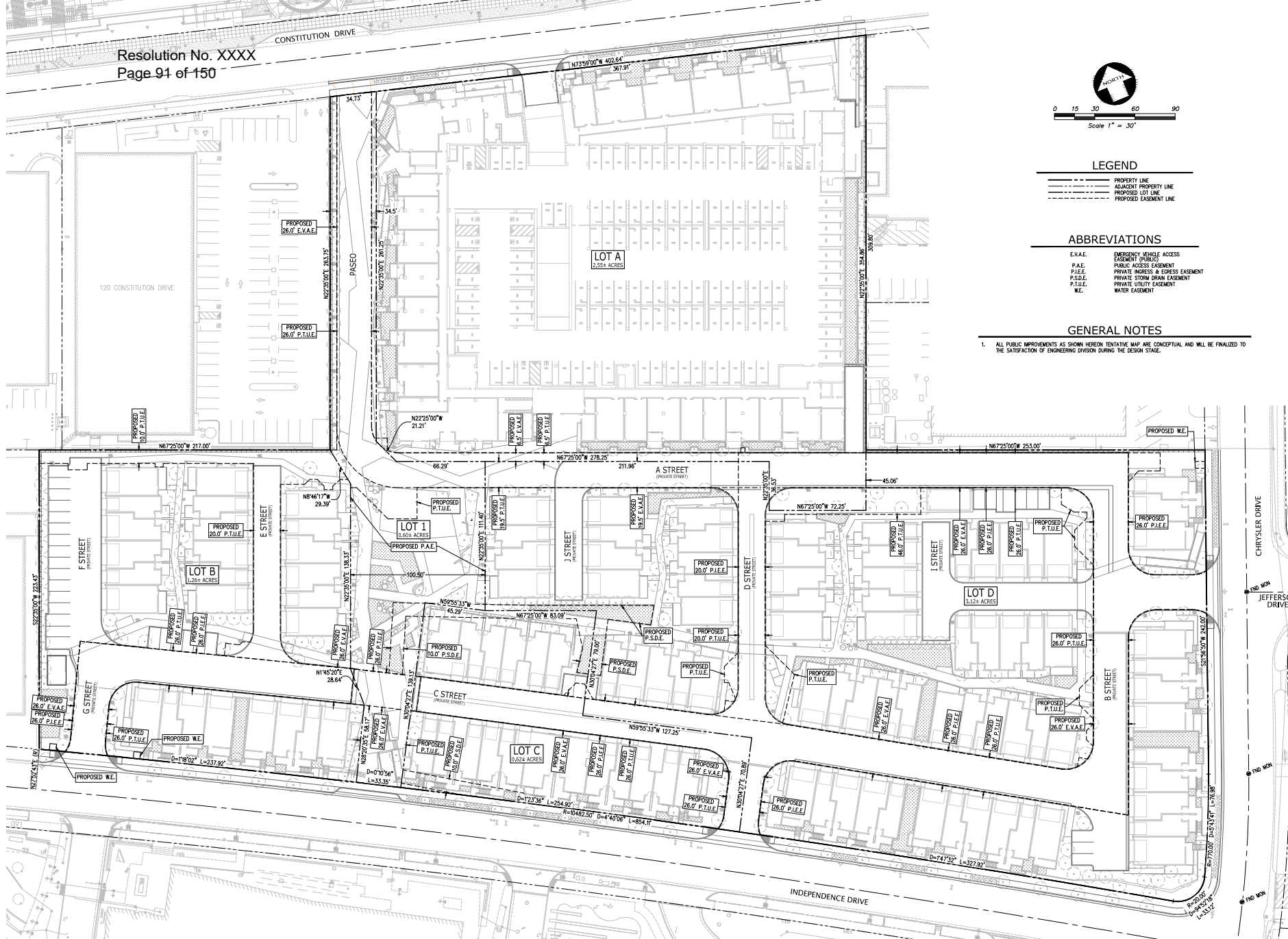
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- PROPOSED LOT LINE
- PROPOSED EASEMENT LINE

ABBREVIATIONS

- E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT (P.S.D.)
- P.A.E. PUBLIC ACCESS EASEMENT
- P.I.E. PRIVATE WALKWAY & EGRESS EASEMENT
- P.S.D.E. PRIVATE STORM DRAIN EASEMENT
- P.T.U.E. PRIVATE UTILITY EASEMENT
- W.E. WATER EASEMENT

GENERAL NOTES

1. ALL PUBLIC IMPROVEMENTS AS SHOWN HEREON TENTATIVE MAP ARE CONCEPTUAL AND WILL BE FINALIZED TO THE SATISFACTION OF ENGINEERING DIVISION DURING THE DESIGN STAGE.



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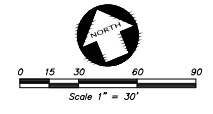
Sheet Title:
**PROPOSED
CONDITIONS**

Job No. 20004
Date: 02/03/2023
Scale: AS SHOWN
Drawn By: MC

Sheet No.:
TM2



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LEGEND

ASR	AUTOMATIC SPRINKLER RISER	X"SD	STORM DRAIN LINE
AU	ACCESSIBLE UNITS	□	STORM DRAIN CATCH BASIN
BLDG	BUILDING	□	STORM DRAIN JUNCTION BOX
BOV	BLOWOFF VALVE	□	AUTOMATIC SPRINKLER RISER
CB	CATCH BASIN	□	BACK FLOW PREVENTION DEVICE
EX	EXISTING	□	FIRE DEPARTMENT CONNECTION
FF	FRESH FLOOR	□	FIRE HYDRANT & VALVE
FH	FIRE HYDRANT	□	SINGLE INDICATOR VALVE
FS	FIRE SERVICE	□	SANITARY SEWER MANHOLE
RSP	REINFORCED CONCRETE PIPE	□	SINGLE CHECK VALVE
RE	REIM	□	STORM DRAIN MANHOLE
RET	RETAINING WALL	□	WATER METER
SD	STORM DRAIN	□	FLOW THROUGH PLANTER
SS	SANITARY SEWER	□	SEE DETAIL ON SHEET C5.1
SDMH	STORM DRAIN MANHOLE	□	RETAINING WALL
WM	WATER METER	□	RAIN WATER LEADER
WS	WATER SERVICE	□	RAIN WATER LEADER
SE	SPOT ELEVATION	□	RAIN WATER LEADER
EX	EXISTING UTILITY TO BE ABANDONED BY REMOVAL	□	TYPICAL
FS	FIRE SERVICE	□	PUMP
SS	SANITARY SEWER	□	LIGHTING
---	ADJACENT PROPERTY LINE		
---	PROPOSED LOT LINE		
---	PROPOSED EASEMENT LINE		

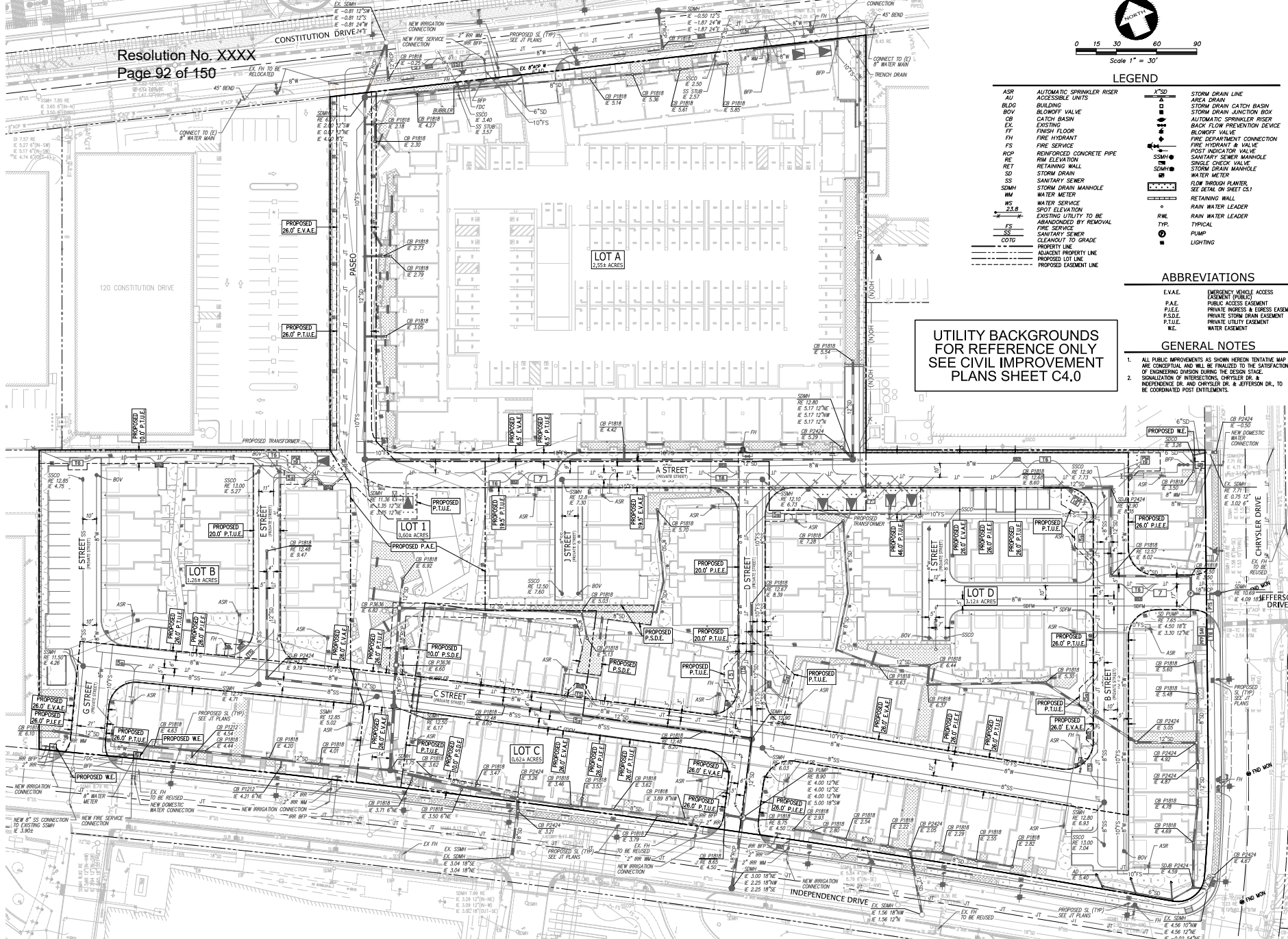
ABBREVIATIONS

E.V.A.E.	EMERGENCY VEHICLE ACCESS
E.A.S.E.	EASEMENT
P.A.E.	PUBLIC ACCESS EASEMENT
P.A.E.E.	PRIVATE ACCESS & EGRESS EASEMENT
P.S.D.E.	PRIVATE STORM DRAIN EASEMENT
P.T.U.E.	PRIVATE UTILITY EASEMENT
W.E.	WATER EASEMENT

GENERAL NOTES

1. ALL PUBLIC IMPROVEMENTS AS SHOWN HEREON TENTATIVE MAP ARE CONCEPTUAL AND WILL BE FINALIZED TO THE SATISFACTION OF ENGINEERING DIVISION DURING THE DESIGN STAGE.
2. SIGNALIZATION OF INTERSECTIONS, CHRYSLER DR. & INDEPENDENCE DR. AND CHRYSLER DR. & JEFFERSON DR., TO BE COORDINATED POST ENTITLEMENTS.

UTILITY BACKGROUNDS FOR REFERENCE ONLY
SEE CIVIL IMPROVEMENT PLANS SHEET C4.0



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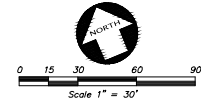
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Mountain View, CA

Sheet Title:
PROPOSED UTILITIES

Job No. 20004
Date: 02/03/2023
Scale: AS SHOWN
Drawn By: MC

Sheet No.:
TM3

CONSTITUTION DRIVE

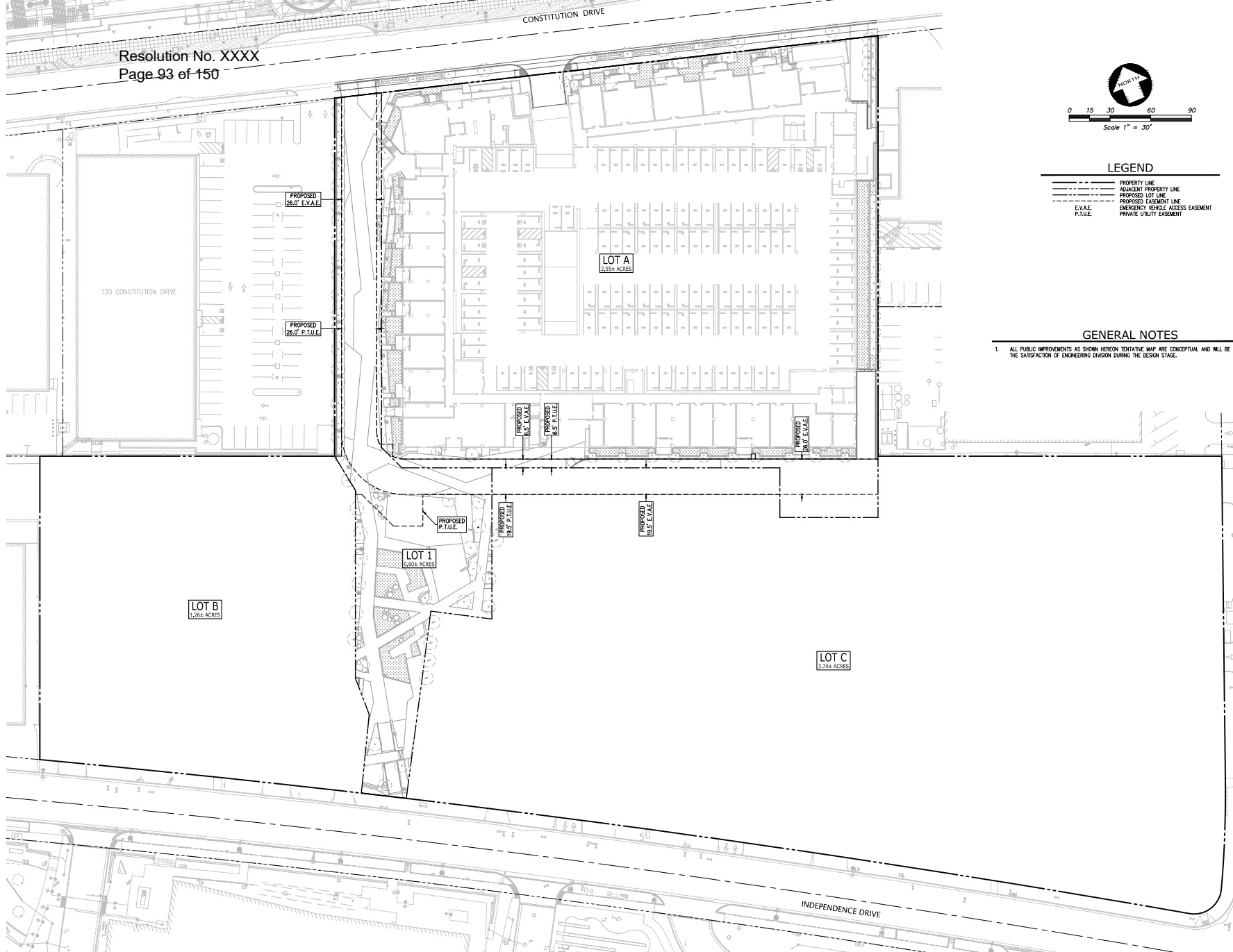


LEGEND

- PROPERTY LINE
- - - ADJACENT PROPERTY LINE
- PROPOSED LOT LINE
- - - PROPOSED EASEMENT LINE
- - - EMERGENCY VEHICLE ACCESS EASEMENT
- E.V.A.E.
- P.T.U.E.
- PRIVATE UTILITY EASEMENT

GENERAL NOTES

1. ALL PUBLIC IMPROVEMENTS AS SHOWN HEREON TENTATIVE MAP ARE CONCEPTUAL AND WILL BE FINALIZED TO THE SATISFACTION OF ENGINEERING DIVISION DURING THE DESIGN STAGE.



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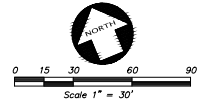
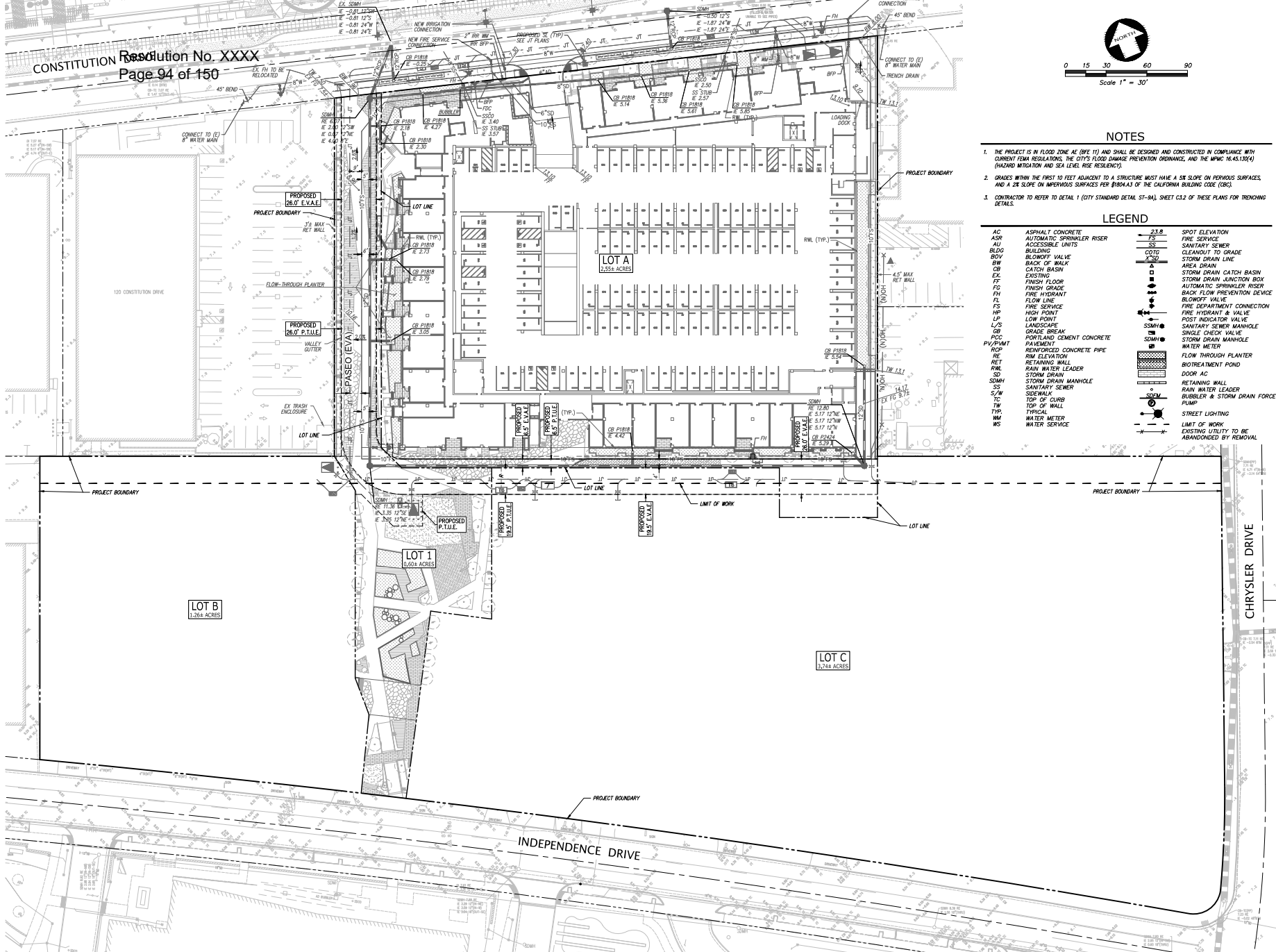
Sheet Title:
PHASE 1

Job No. 20004
Date: 02/03/2023
Scale: AS SHOWN
Drawn By: MC

Sheet No:
TM4



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NOTES

1. THE PROJECT IS IN FLOOD ZONE AE (BE 1) AND SHALL BE DESIGNED AND CONSTRUCTED IN COMPLIANCE WITH CURRENT FEMA REGULATIONS, THE CITY'S FLOOD DAMAGE PREVENTION ORDINANCE, AND THE MPC 16.45.100(4) (HAZARD MITIGATION AND SEA LEVEL RISE RESISTANCE).
2. GRADES WITHIN THE FIRST 10 FEET ADJACENT TO A STRUCTURE MUST HAVE A 5% SLOPE ON PERVIOUS SURFACES, AND A 2% SLOPE ON IMPERVIOUS SURFACES PER §18044.3 OF THE CALIFORNIA BUILDING CODE (CBC).
3. CONTRACTOR TO REFER TO DETAIL 1 (CITY STANDARD DETAIL SH-84), SHEET C3.2 OF THESE PLANS FOR TRENCHING DETAILS.

LEGEND

AC	ASPHALT CONCRETE	FS	SPOT ELEVATION
ASR	AUTOMATIC SPRINKLER RISER	FS	FIRE SERVICE
AU	ACCESSIBLE UNITS	SS	SANITARY SEWER
BUDG	BUILDING	SS	CATCH BASIN
BV	BLOWOFF VALVE	SS	STORM DRAIN LINE
BW	BACK OF WALK	COTG	CATCH BASIN
CB	CATCH BASIN	SD	STORM DRAIN MANHOLE
EX	EXISTING	SSMH	SANITARY SEWER MANHOLE
FF	FINISH FLOOR	SSMH	STORM DRAIN MANHOLE
FG	FINISH GRADE	SSMH	WATER METER
FH	FIRE HYDRANT	SSMH	FLOW THROUGH PLANTER
FL	FIRE SERVICE	SSMH	BOTREATMENT POND
HP	HIGH POINT	SSMH	DOOR AC
LP	LOW POINT	SSMH	RETAINING WALL
L/S	LANDSCAPE	SSMH	RAIN WATER LEADER
GB	GRADE BREAK	SSMH	BUBBLER & STORM DRAIN FORCE MAIN PUMP
PCC	PORTLAND CEMENT CONCRETE	SSMH	STREET LIGHTING
PV/PV/PM	PAVEMENT	SSMH	LIMIT OF WORK
RC	REINFORCED CONCRETE PIPE	SSMH	EXISTING UTILITY TO BE ABANDONED BY REMOVAL
RE	RETAINING WALL	SSMH	
RWL	RAIN WATER LEADER	SSMH	
SD	STORM DRAIN	SSMH	
SS	SANITARY SEWER	SSMH	
S/W	SIDEWALK	SSMH	
TC	TOP OF CURB	SSMH	
TW	TOP OF WALL	SSMH	
TYP	TYPICAL	SSMH	
WM	WATER METER	SSMH	
WS	WATER SERVICE	SSMH	

123 Independence Phase 1
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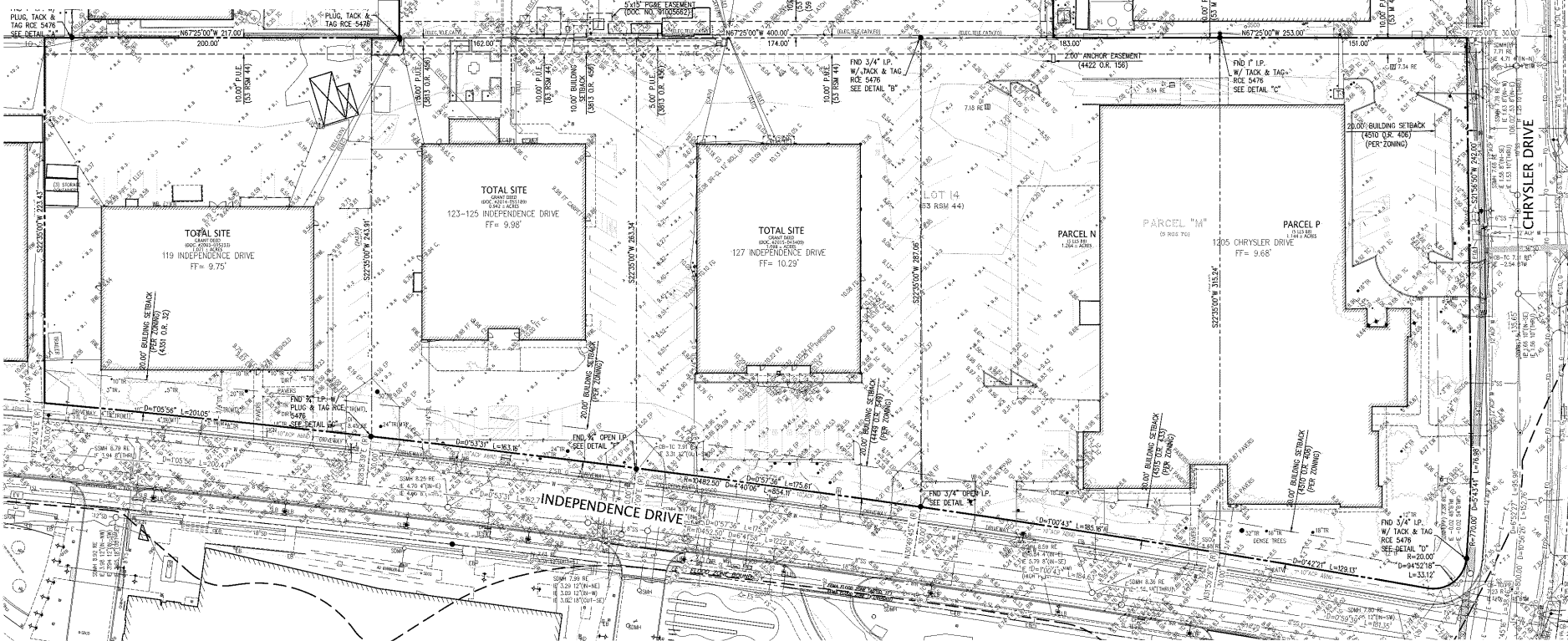
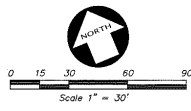
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Sheet Title:
**GRADING & UTILITY PLAN
PHASE 1**
Job No. 20004
Date: 02/03/2023
Scale: AS SHOWN
Drawn By: MC

Sheet No.:
TM5

NOTES

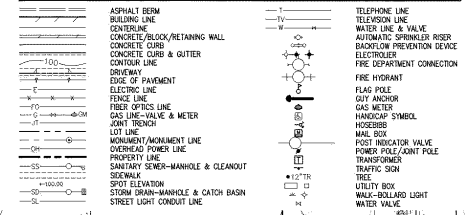
- THIS PLOT WAS PREPARED FROM INFORMATION FURNISHED IN A PRELIMINARY TITLE REPORT, PREPARED BY FIRST AMERICAN TITLE COMPANY, DATED OCTOBER 09, 2015, ORDER NUMBER NCS-763122-SC, A PRELIMINARY TITLE REPORT, PREPARED BY FIRST AMERICAN TITLE COMPANY, DATED SEPTEMBER 24, 2015, ORDER NUMBER NCS-727552-4, A PRELIMINARY TITLE REPORT, PREPARED BY FIRST AMERICAN TITLE COMPANY, DATED APRIL 17, 2015, ORDER NUMBER NCS-720093-56, AND IN A PRELIMINARY TITLE REPORT, PREPARED BY FIRST AMERICAN TITLE COMPANY, DATED APRIL 17, 2015, ORDER NUMBER NCS-720093-56, AND IN A PRELIMINARY TITLE REPORT, DATED FEBRUARY 18, 2015, ORDER NUMBER NCS-720093-56. NO LIABILITY IS ASSIGNED FOR MATTERS OF RECORD NOT STATED IN SAID PRELIMINARY TITLE REPORT THAT MAY AFFECT THE TITLES, OR EXCEPTIONS, OR EASEMENTS OF THE PROPERTY.
- ALL DISTANCES AND ELEVATIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
- THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS TOPOGRAPHIC SURVEY WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. (A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES). HOWEVER, THE ENGINEER CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED, BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.
- BENCHMARK: CITY OF MENLO PARK DM-CITY 2 BRONZE DISK EXPOSED INTO THE TOP OF A CONCRETE CURB AT THE EASTERLY CURB RETURN OF THE SOUTHERLY CURB LINE OF CONSTITUTION DRIVE, EASTERLY OF JEFFERSON DRIVE.
(NAVD 88 DATUM, ADDED 2.73 TO CONVERT FROM NAVD 29)
ELEVATION: 7.5227'
- FLOOD ZONE NOTE:
THE SUBJECT PROPERTY IS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) FOR SAN MATEO COUNTY, CALIFORNIA, MAP NUMBER 660803006F FOR COMMUNITY NUMBER 660301 (CITY OF MENLO PARK), WITH A MAP REVISED DATE OF APRIL 5, 2016, AS BEING LOCATED IN FLOOD ZONE "AE"(EL 11').
ACCORDING TO FEMA THE DEFINITION OF ZONE "AE"(EL 11') IS: AREAS OF THE 1% ANNUAL FLOOD (100-YEAR FLOOD), ALSO KNOWN AS THE BASE FLOOD, IS THE FLOOD THAT HAS A 1% CHANCE OF BEING EQUALLED OR EXCEEDED IN ANY GIVEN YEAR; BASE FLOOD ELEVATIONS DETERMINED. (ELEVATION 11')
- BASIS OF BEARINGS:
THE BEARING OF NORTH 21°52'00" EAST TAKEN ON THE CENTERLINE OF CHRYSLER DRIVE AS SHOWN ON THAT CERTAIN MAP ENTITLED "BOHANNAN 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 ALL BEARINGS SHOWN HEREON.



ABBREVIATIONS

AC ASPHALTIC CONCRETE	EW EDGE OF WALK	RND ROUND
AD AREA DRAIN	FF FRESH FLOOD	RND RECORDED SUBDIVISION MAP
ADP ASPHALT	FL FLOW LINE	RLW RAIN WATER LEADER
ASPH ASPHALT	FND FOUND	S SOUTH
BR BOTTOM OF MANHOLE	FOB FIBER OPTIC BOX	SSCO STORM DRAIN CLEAN OUT
BS BOTTOM OF STEP	FOHM FIBER OPTIC MANHOLE	SSW STORM DRAIN MANHOLE
BTM BOTTOM	CV GAS VALVE	SLS STREET LIGHT BOX
CB BACK OF WALK	IB IRRIGATION BOX	SQRE SQUARE
CR CATCH BASIN	ICB IRRIGATION CONTROL BOX	SSB SANITARY SEWER BOX
CO CLEAN OUT TO GRADE	IE INVERT ELEVATION	SSCO SANITARY SEWER CLEAN OUT
COND CONDUIT	IP I.P. OF GUTTER	SSMH SANITARY SEWER MANHOLE
CP CATHODIC PROTECTION	M MAPS	STL STEEL
DOC DOCUMENT	MH MANHOLE	TC TELEPHONE CABINET
DI DROP INLET	MON MONUMENT	TEB TRASH ENCLOSURE
DRI DRIP IRRIGATION PIPE	N NORTH	TELE TELEPHONE
DWY DRIVEWAY	NO NUMBER	TMH TELEPHONE MANHOLE
E EAST	O.R. OFFICIAL RECORD	TS TOP OF STEP
EB ELECTRIC BOX	PED PEDESTAL	UB UTILITY BOX
ECAB ELECTRIC CABINET	PL PLASTIC	UV UTILITY VAULT
ELEC ELECTRICAL	PP PER PLAN	VV VALLEY GUTTER
EM ELECTRIC METER	PRTF PACIFIC TELEPHONE & TELEGRAPH	W WEST
EP ELECTRIC OUTLET	P.U.E. PUBLIC UTILITY EASEMENT	W/H WITH
EV EDGE OF PAVEMENT	RCE REGISTERED CIVIL ENGINEER	WB WATER BOX
EV ELECTRIC VAULT	RE RM ELEVATION	WM WATER METER

LEGEND



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Sheet Title:
TOPOGRAPHIC SURVEY

Job No. 20004
Date: 02/03/2023
Scale: AS SHOWN
Drawn By: MC

Sheet No.:
C1.0

CONSTITUTION DRIVE

CHRYSLER DRIVE

INDEPENDENCE DRIVE

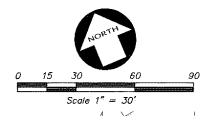
130 CONSTITUTION DRIVE
TWO STORY CONCRETE BUILDING
25.2' - BUILDING HEIGHT
25,528 SQ. FT.
(PER EXTERIOR DIMENSIONS)
APN: 055-236-280

123 & 125 INDEPENDENCE DRIVE
ONE-STORY CONCRETE BUILDING
20.2' - BUILDING HEIGHT
12,335 ± SQ. FT.
(PER EXTERIOR DIMENSIONS)
APN: 055-236-140

127 INDEPENDENCE DRIVE
ONE STORY CONCRETE BUILDING
19.4' - BUILDING HEIGHT
13,822 SQ. FT.
(PER EXTERIOR DIMENSIONS)
APN: 055-236-240

1205 CHRYSLER DRIVE
ONE STORY BUILDING
17.0' - BUILDING HEIGHT
39,502 ± SQ. FT.
(PER EXTERIOR DIMENSIONS)
APN: 055-236-300

119 INDEPENDENCE DRIVE
ONE-STORY CONCRETE BUILDING
16.3' - BUILDING HEIGHT
12,996 ± SQ. FT.
(PER EXTERIOR DIMENSIONS)
APN: 055-236-180



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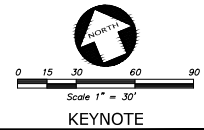
Sheet Title:
EXISTING SITE PLAN

Job No. 20004
Date: 02/03/2023
Scale: AS SHOWN
Drawn By: MC

Sheet No:
C1.1



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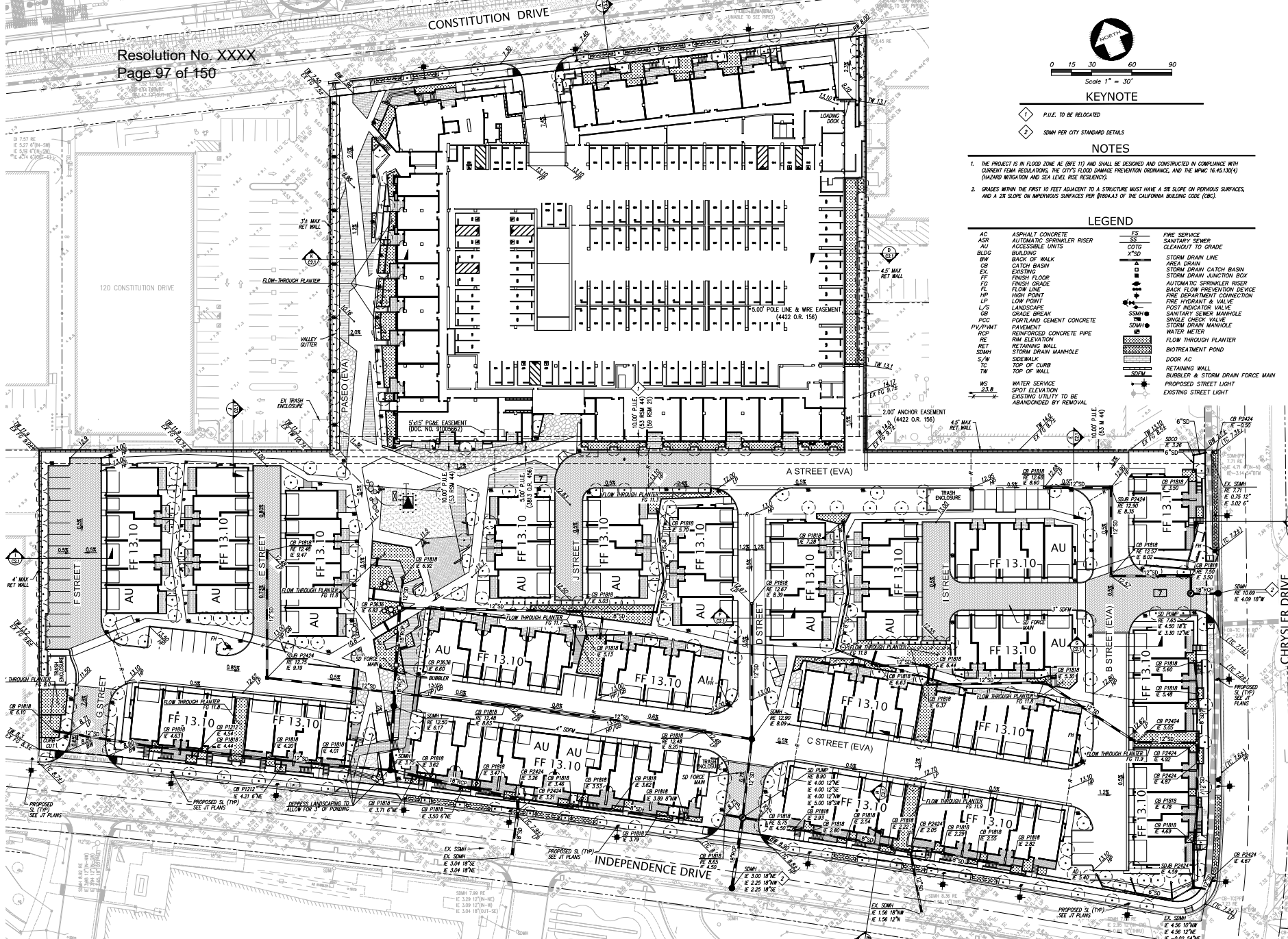
- 1 P.U.E. TO BE RELOCATED
- 2 SMMH PER CITY STANDARD DETAILS

NOTES

1. THE PROJECT IS IN FLOOD ZONE AE (FE 11) AND SHALL BE DESIGNED AND CONSTRUCTED IN COMPLIANCE WITH CURRENT FEMA REGULATIONS, THE CITY'S FLOOD DAMAGE PREVENTION ORDINANCE, AND THE APCAC 16.45.100(4) (HAZARD MITIGATION AND SEA LEVEL RISE RESILIENCY).
2. GRADES WITHIN THE FIRST 10 FEET ADJACENT TO A STRUCTURE MUST HAVE A 5% SLOPE ON PERVIOUS SURFACES, AND A 2% SLOPE ON IMPERVIOUS SURFACES PER 81004.3 OF THE CALIFORNIA BUILDING CODE (CBC).

LEGEND

AC	ASPHALT CONCRETE	FS	FIRE SERVICE
ASR	AUTOMATIC SPRINKLER RISER	SS	SPOT ELEVATION
AU	ACCESSIBLE UNITS	SS	STORM DRAIN CLEANOUT TO GRADE
BLDG	BUILDING	X"SD	STORM DRAIN LINE
BW	BACK OF WALK		STORM DRAIN CATCH BASIN
CB	CATCH BASIN		STORM DRAIN JUNCTION BOX
EX	EXISTING		AUTOMATIC SPRINKLER RISER
FF	FINISH FLOOR		BACK FLOW PREVENTION DEVICE
FL	FINISH GRADE		FIRE DEPARTMENT CONNECTION
HP	HIGH POINT		FIRE HYDRANT & VALVE
LP	LOW POINT		POST INDICATOR VALVE
L/S	LANDSCAPE		SANITARY SEWER MANHOLE
GB	GRADE BREAK		SINGLE CHECK VALVE
PCC	PORTLAND CEMENT CONCRETE		STORM DRAIN MANHOLE
PV/PVPMAT	PAVEMENT		WATER METER
PCP	REINFORCED CONCRETE PIPE		FLOW THROUGH PLANTER
RP	RIM ELEVATION		BOT/TREATMENT POND
RET	RETAINING WALL		DOOR AC
SMMH	STORM DRAIN MANHOLE		RETAINING WALL
S/W	SIDEWALK		BUBBLER & STORM DRAIN FORCE MAIN
TC	TOP OF CURB		PROPOSED STREET LIGHT
T/W	TOP OF WALL		EXISTING STREET LIGHT
WS	WATER SERVICE		
23.8	SPOT ELEVATION		
	EXISTING UTILITY TO BE ABANDONED BY REMOVAL		



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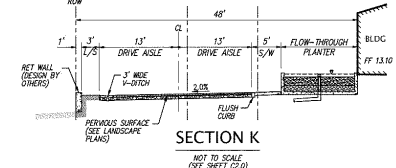
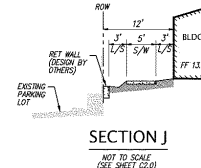
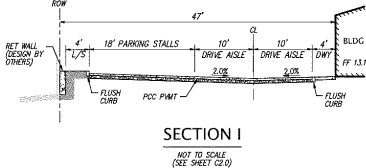
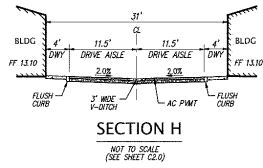
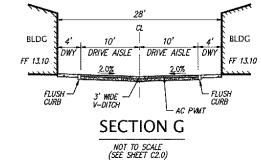
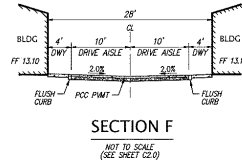
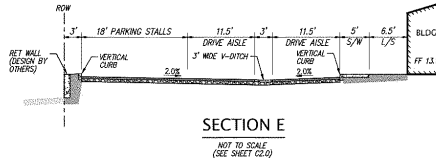
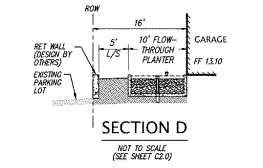
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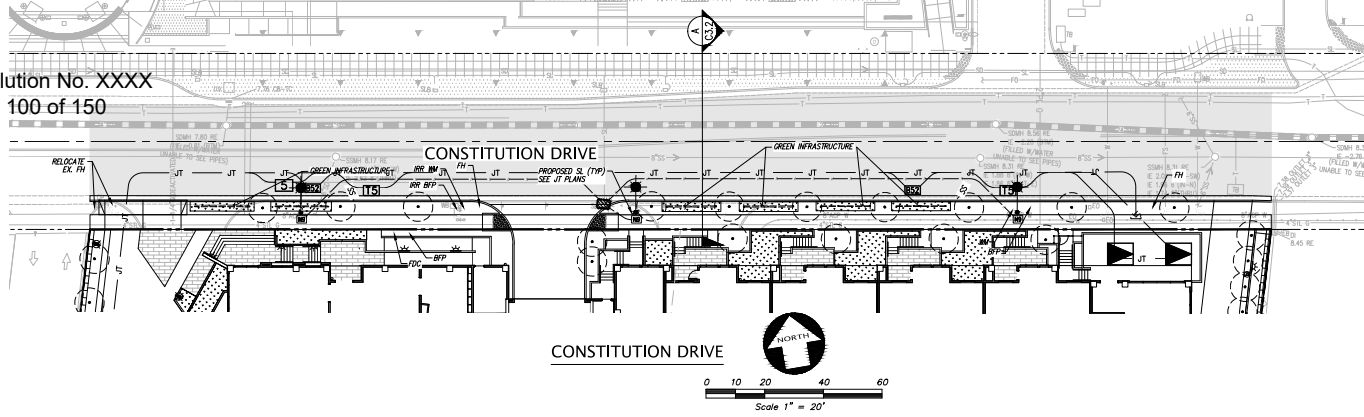
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GRADING PLAN

Job No. 20004
Date: 02/03/2023
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C2.0

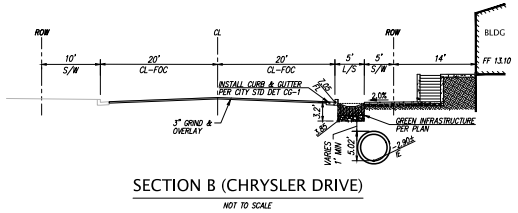
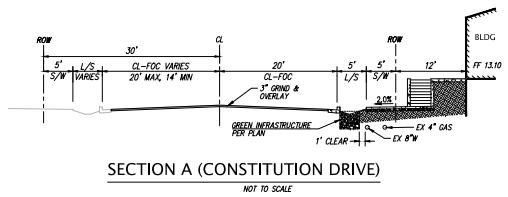
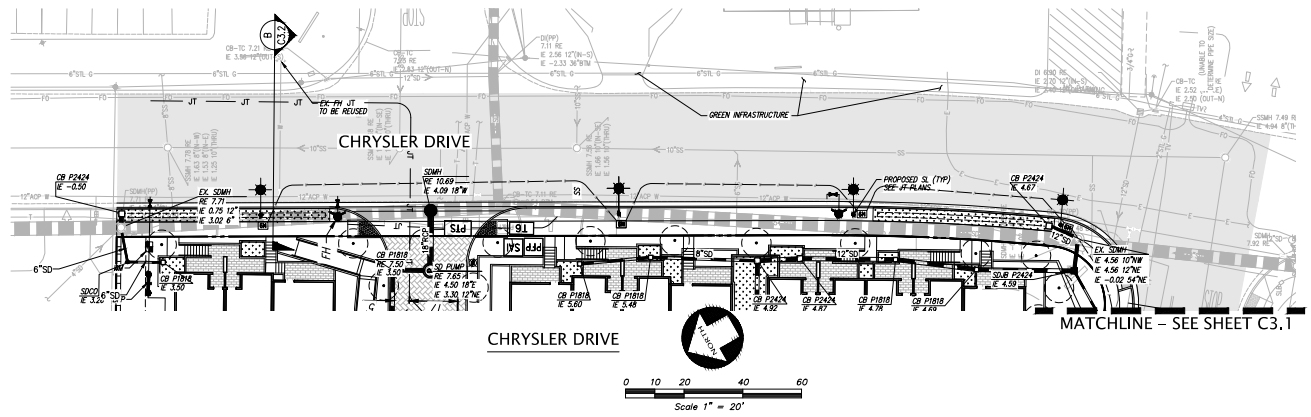






LEGEND

- BIOTREATMENT POND
- 3" GRIND & OVERLAY
- WATER SERVICE
- FIRE SERVICE
- SANITARY SEWER
- CLEANOUT TO GRADE
- STORM DRAIN LINE
- AREA DRAIN
- STORM DRAIN CATCH BASIN
- STORM DRAIN JUNCTION BOX
- AUTOMATIC SPRINKLER RISER
- BACK FLOW PREVENTION DEVICE
- FIRE DEPARTMENT CONNECTION
- FIRE HYDRANT & VALVE
- POST INDICATOR VALVE
- SANITARY SEWER MANHOLE
- SINGLE CHECK VALVE
- STORM DRAIN MANHOLE
- WATER METER
- PROPOSED STREET LIGHT



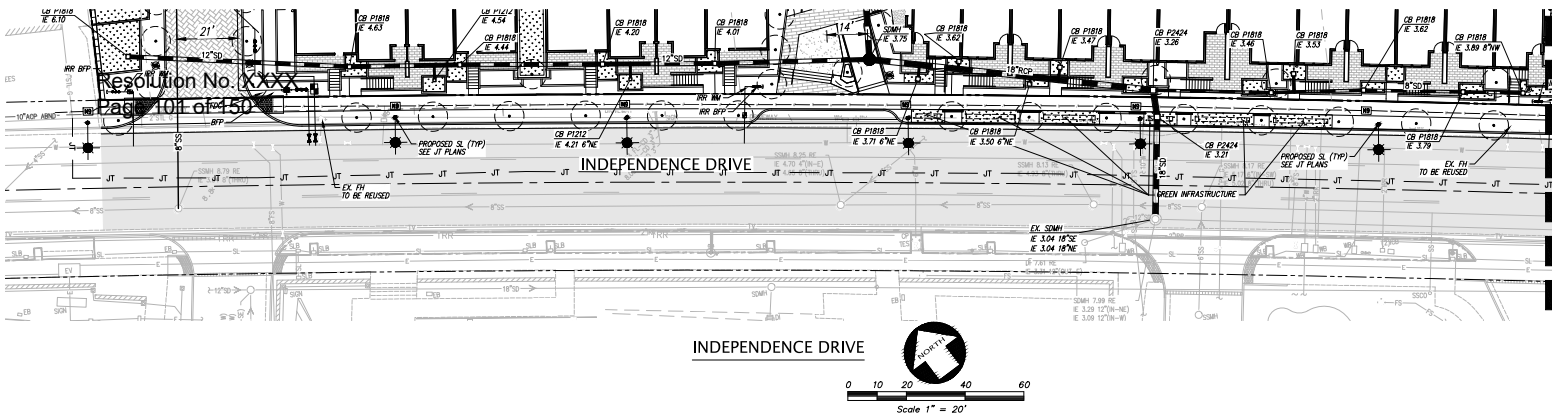
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Sheet Title:
OFFSITE PLANS & SECTIONS

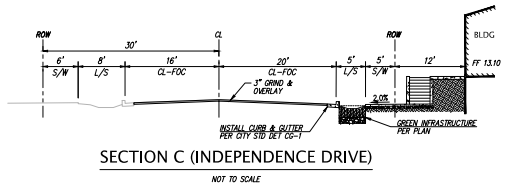
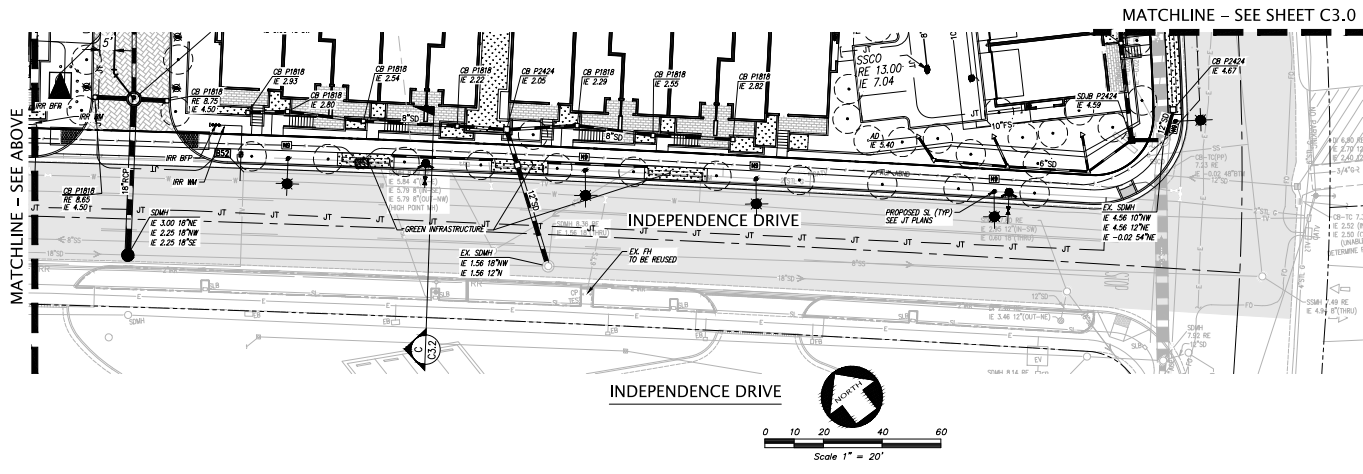
Job No. 20004
Date: 02/03/2023
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Sheet No:
C3.0



LEGEND

- BIOTREATMENT POND
- 1" GRIND & OVERLAY
- WATER SERVICE
- FIRE SERVICE
- SANITARY SEWER
- CLEANOUT TO GRADE
- STORM DRAIN LINE
- AREA DRAIN
- STORM DRAIN CATCH BASIN
- STORM DRAIN JUNCTION BOX
- AUTOMATIC SPRINKLER RISER
- BACK FLOW PREVENTION DEVICE
- FIRE DEPARTMENT CONNECTION
- FIRE HYDRANT & VALVE
- POST INDICATOR VALVE
- SANITARY SEWER MANHOLE
- SINGLE CHECK VALVE
- STORM DRAIN MANHOLE
- WATER METER
- PROPOSED STREET LIGHT



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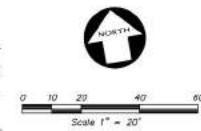
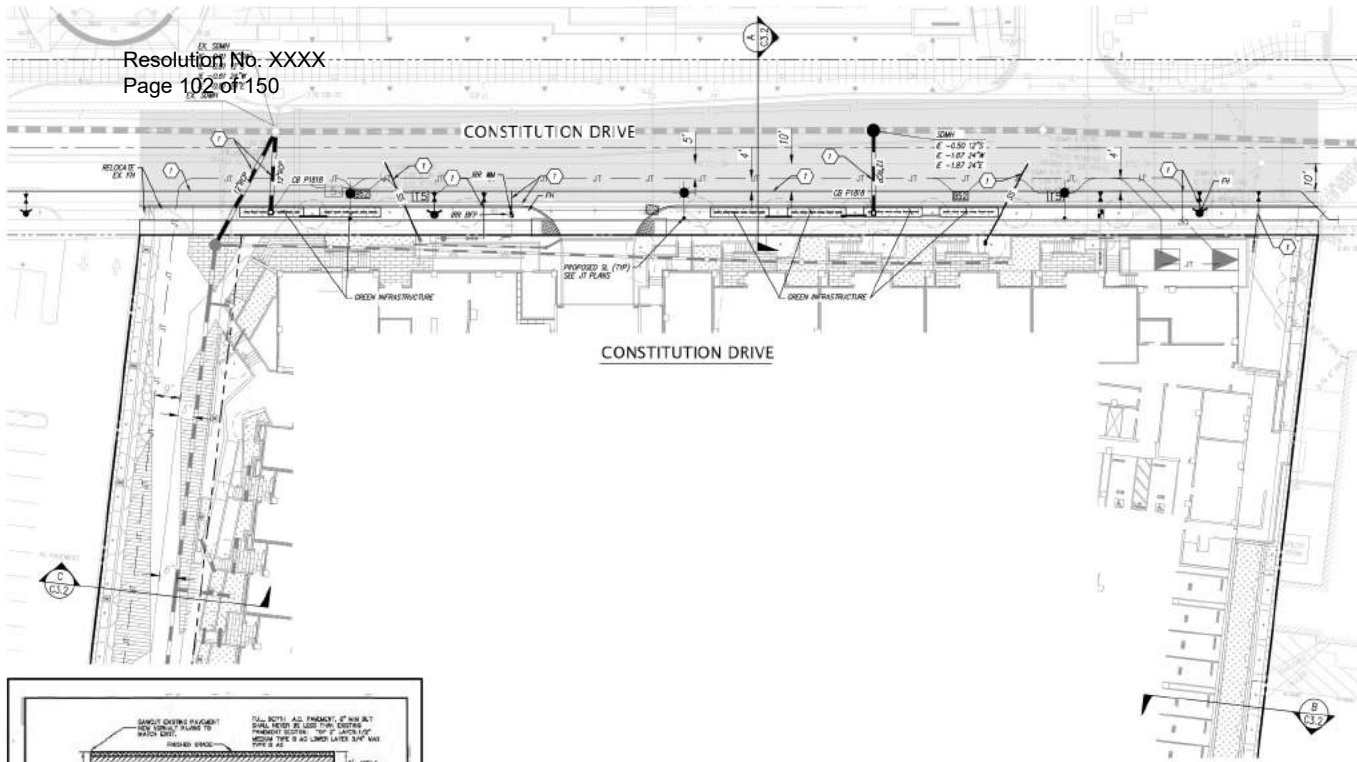
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OFFSITE PLANS & SECTIONS

Job No. 20004
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C3.1



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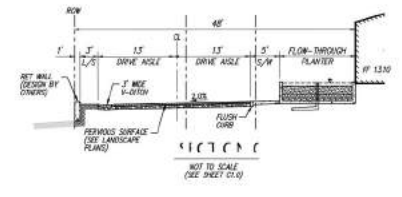
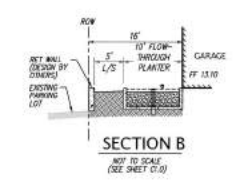
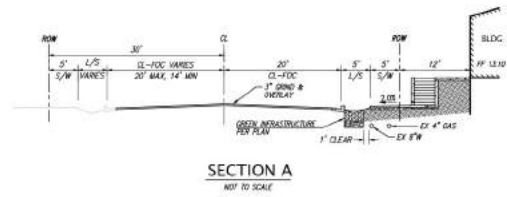
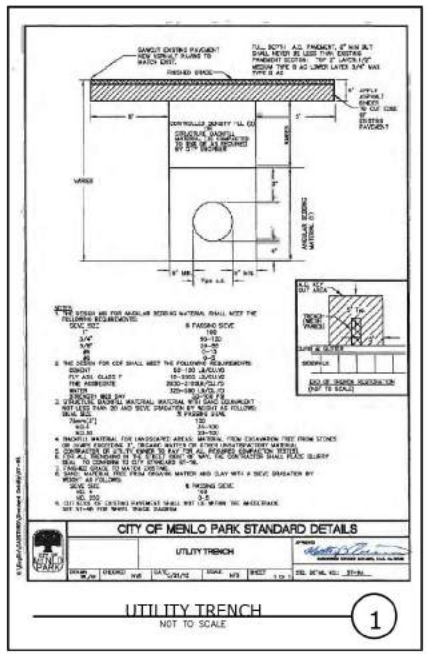


LEGEND

	INFILTRATION POND
	3" GRIND & OVERLAY
	WATER SERVICE
	FIRE SERVICE
	SANITARY SEWER
	CLEANOUT TO GRADE
	STORM DRAIN LINE
	AREA DRAIN
	STORM DRAIN CATCH BASIN
	STORM DRAIN JUNCTION BOX
	AUTOMATIC SPRINKLER RISER
	BACK FLOW PREVENTION DEVICE
	FIRE DEPARTMENT CONNECTION
	FIRE HYDRANT & VALVE
	POST INDICATOR VALVE
	SANITARY SEWER MANHOLE
	SINGLE CHECK VALVE
	STORM DRAIN MANHOLE
	WATER METER
	PROPOSED STREET LIGHT

KEYNOTES

1 CONTRACTOR TO REFER TO DETAIL 1 (CITY STANDARD DETAIL ST-3A), HEREON, FOR TRENCHING DETAILS.



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Sheet Title:
OFFSITE PLAN & SECTIONS PHASE 1
Job No: 20004
Date: 02/03/2023
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Sheet No:
C3.2

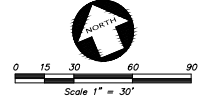
CONSTITUTION DRIVE

KEYNOTE

- ◆ P.U.E. TO BE RELOCATED
- ◆ 50MH PER CITY STANDARD DETAILS

LEGEND

- ASR AUTOMATIC SPRINKLER RISER
- AU ACCESSIBLE UNITS
- BLDG BUILDING
- BOV BUILDING OVERHEAD VALVE
- CB CATCH BASIN
- EX EXISTING
- FF FINISH FLOOR
- FH FIRE HYDRANT
- ISP IRON PIPE
- RE RETAINING WALL
- SD STORM DRAIN
- SS SANITARY SEWER
- SMWH STORM DRAIN MANHOLE
- WM WATER METER
- WS WATER SERVICE
- 23.8' SPOT ELEVATION
- EXISTING UTILITY TO BE ABANDONED BY REMOVAL
- FFS FIRE SERVICE
- SS SANITARY SEWER
- CLEANSUIT TO GRADE
- STORM DRAIN LINE
- AREA DRAIN
- STORM DRAIN CATCH BASIN
- STORM DRAIN UNCTION BOX
- AUTOMATIC SPRINKLER RISER
- BACK FLOW PREVENTION DEVICE
- BLOWOFF VALVE
- FIRE DEPARTMENT CONNECTION
- FIRE HYDRANT & VALVE
- POST INDICATOR VALVE
- SANITARY SEWER MANHOLE
- SINGLE CHECK VALVE
- STORM DRAIN MANHOLE
- WATER METER
- FLOW THROUGH PLANTER, SEE DETAIL ON SHEET C5.1
- RETAINING WALL
- RAIN WATER LEADER
- RAIN WATER LEADER
- RRW TYP.
- PUMP
- PROPOSED STREET LIGHT
- EXISTING STREET LIGHT

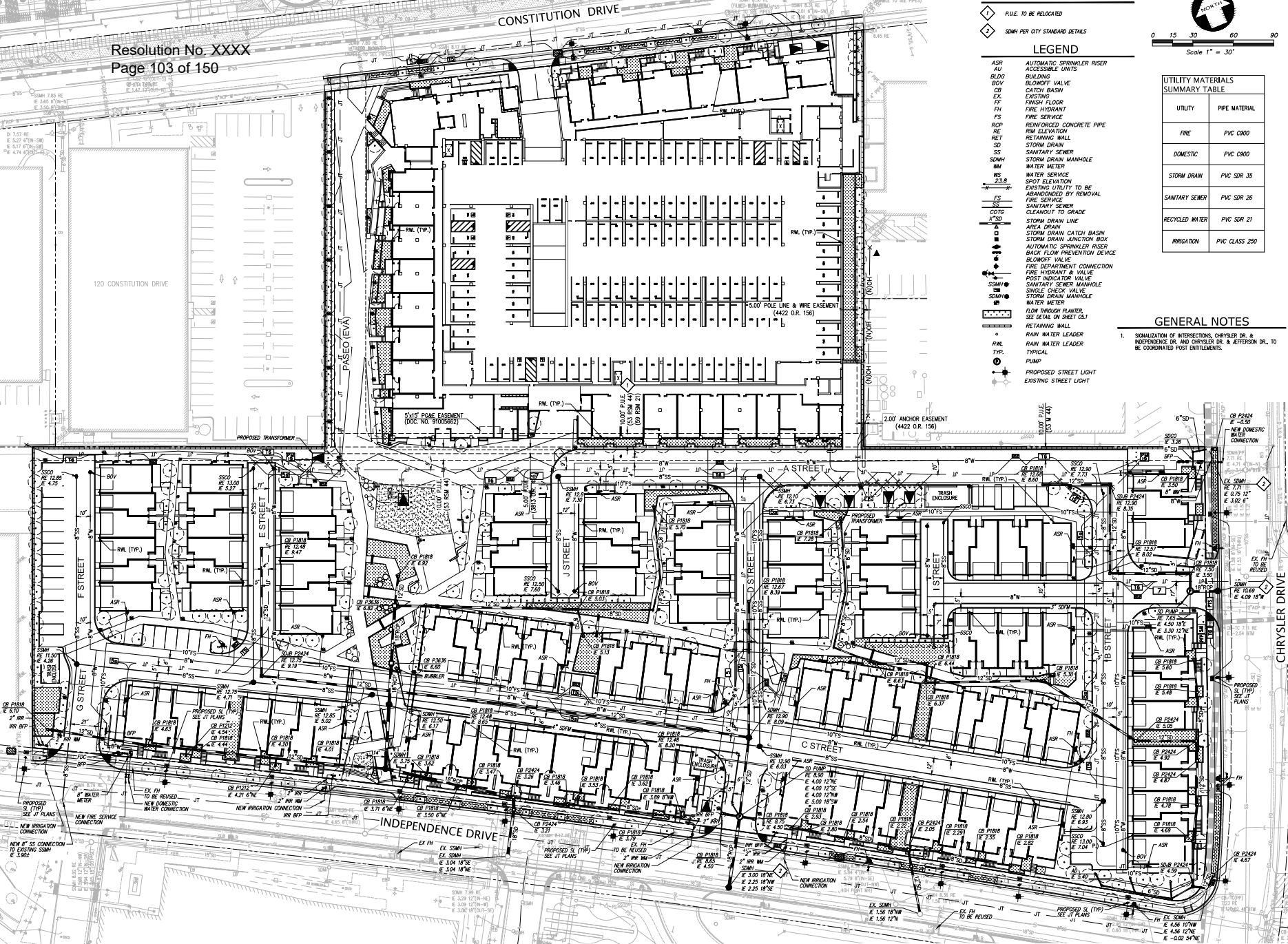


UTILITY MATERIALS SUMMARY TABLE

UTILITY	PIPE MATERIAL
FIRE	PVC C900
DOMESTIC	PVC C900
STORM DRAIN	PVC SDR 35
SANITARY SEWER	PVC SDR 26
RECYCLED WATER	PVC SDR 21
IRRIGATION	PVC CLASS 250

GENERAL NOTES

- SIGNALIZATION OF INTERSECTIONS, CHRYSLER DR. & INDEPENDENCE DR. AND CHRYSLER DR. & JEFFERSON DR. TO BE COORDINATED POST ENTITLEMENTS.



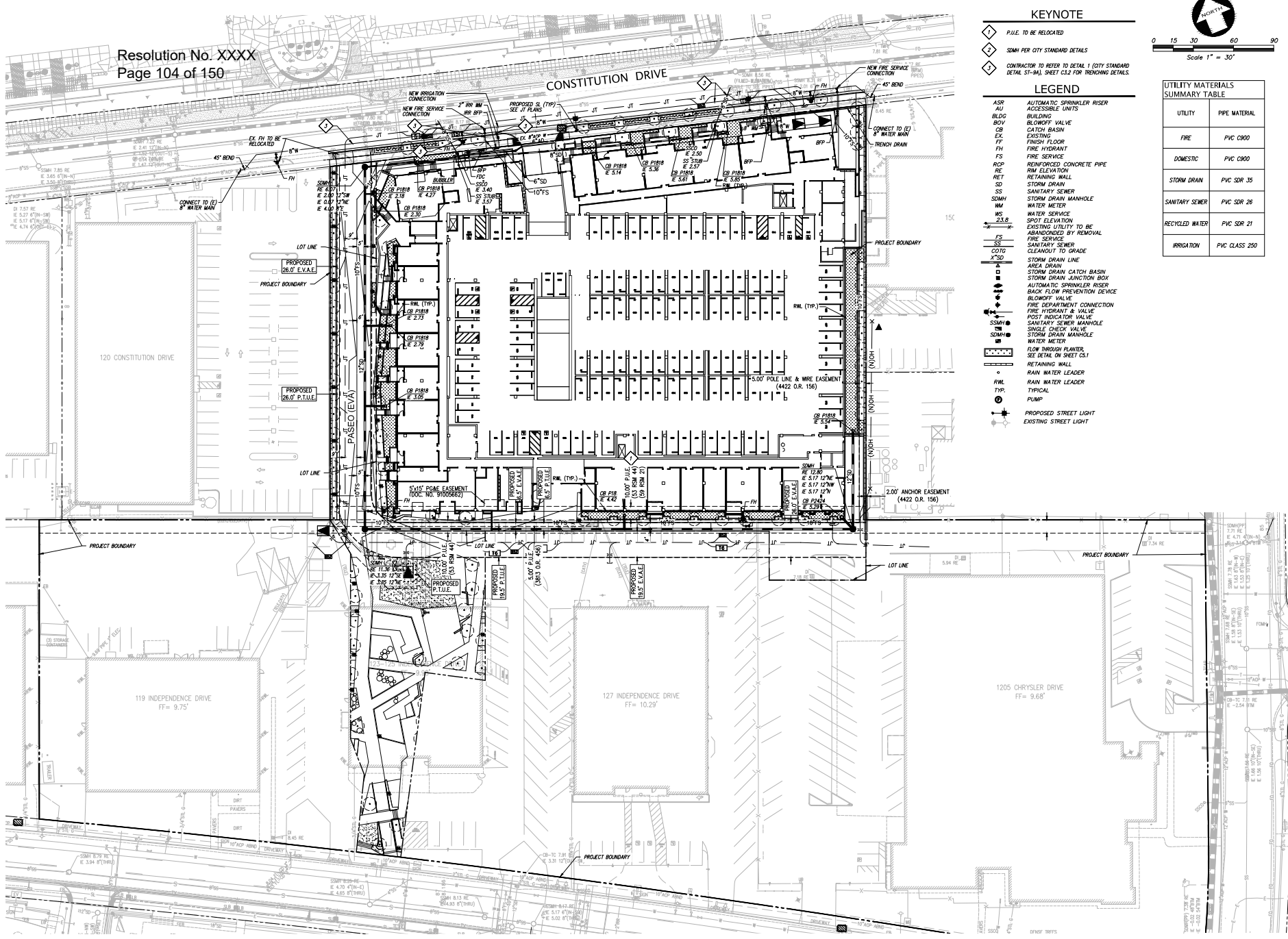
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Sheet Title:
UTILITY PLAN

Job No. 20004
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C4.0

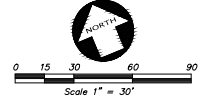


KEYNOTE

- ◆ PIPE TO BE RELOCATED
- ◇ SDMH PER CITY STANDARD DETAILS
- ◇ CONTRACTOR TO REFER TO DETAIL 1 (CITY STANDARD DETAIL ST-94) SHEET C1.2 FOR TRENCHING DETAILS.

LEGEND

- ASR AUTOMATIC SPRINKLER RISER
- AU ACCESSIBLE UNITS
- BLDG BUILDING
- BLWV BLOWOFF VALVE
- CB CATCH BASIN
- EX EXISTING
- FF FRENCH FLOOR
- FD FIRE HYDRANT
- FS FIRE SERVICE
- FS REINFORCED CONCRETE PIPE
- RFP RIM ELEVATION
- RET RETAINING WALL
- SD STORM DRAIN
- SS SANITARY SEWER
- SDMH STORM DRAIN MANHOLE
- WM WATER METER
- WS WATER SERVICE
- 23.8 SPOT ELEVATION
- EXISTING UTILITY TO BE ABANDONED BY REMOVAL
- FS FIRE SERVICE
- SS SANITARY SEWER
- COTE CLEANOUT TO GRADE
- X"SD STORM DRAIN LINE
- AREA DRAIN
- STORM DRAIN CATCH BASIN
- STORM DRAIN JUNCTION BOX
- AUTOMATIC SPRINKLER RISER
- BACK FLOW PREVENTION DEVICE
- BLOWOFF VALVE
- FIRE DEPARTMENT CONNECTION
- FIRE HYDRANT & VALVE
- POST INDICATION VALVE
- SSMH SANITARY SEWER MANHOLE
- SCV SINGLE CHECK VALVE
- SDMH STORM DRAIN MANHOLE
- WM WATER METER
- FLOW INDICATOR PLANTER, SEE DETAIL ON SHEET C1.1
- RETAINING WALL
- RWL RAIN WATER LEADER
- TYP. TYPICAL
- PUMP
- PROPOSED STREET LIGHT
- EXISTING STREET LIGHT



UTILITY MATERIALS SUMMARY TABLE

UTILITY	PIPE MATERIAL
FIRE	PVC C900
DOMESTIC	PVC C900
STORM DRAIN	PVC SDR 35
SANITARY SEWER	PVC SDR 26
RECYCLED WATER	PVC SDR 21
IRRIGATION	PVC CLASS 250

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Sheet Title:
**UTILITY PLAN
PHASE 1**

Job No. 20004
Date: 02/03/2023
Scale: AS SHOWN
Drawn By: MC

Sheet No:
C4.1



LEGEND

- AREA DRAIN
- STORM DRAIN CATCH BASIN
- STORM DRAIN JUNCTION BOX
- STORM DRAIN MANHOLE
- TRIBUTARY AREA UNITS
- TREATMENT AREA
- OVERLAND RELEASE
- STORM DRAIN LINE
- TREATMENT CONTROL MEASURE
- RAIN WATER LEADER
- RAIN WATER LEADER
- TYPICAL
- DRAINAGE MANAGEMENT AREA

NOTE

ALL TCMS WITHIN A SINGLE DMA SHALL BE HYDRAULICALLY CONNECTED

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Sheet Title:
STORMWATER CONTROL PLAN

Job No. 20004
Date: 02/03/2023
Scale: AS SHOWN
Drawn By: MC

Sheet No:
C5.0

REM-1 Triton Bioflex Drop Inlet Trash Guard
Catchbasin filter insert

Company Contact:
Remediation Systems Manufacturing, Inc.
Concord, CA
Sales contact: Marisa Stinson (925) 675-4758
Marisa@remflex.com
http://remflex.com

Meets San Francisco Bay Water Board full capture specifications

Storage capacity: Depends on each catchbasin's configuration, size of filter area.

Replacement Part: Available, Replacement filter.

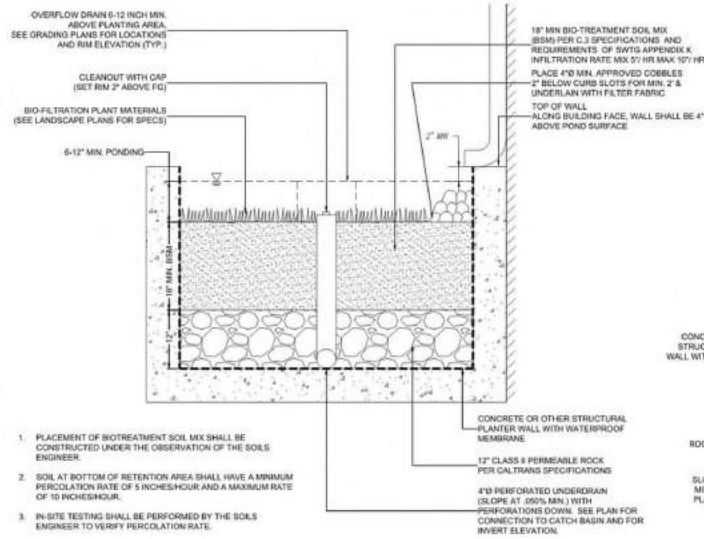
Vendor's maintenance advice: The filter cleaning process and filter media replacement should take no more than 15 minutes per filter. Monitored when debris accumulates up to 80% of the filter's capacity. Minimum 3 times per year.

Material: High density polyethylene, 304 stainless steel polyester fiber mesh, cor fiber, water-based glue.

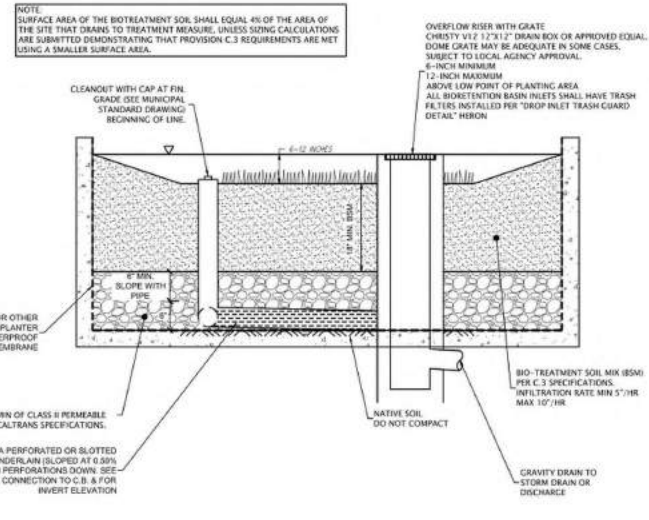
Warranty: 1 yr. or 3 if REM conducts to do maintenance.

Delivery Time: Within three weeks from receipt of order.

DROP INLET TRASH GUARD DETAIL
SCALE: NTS



FLOW THROUGH PLANTER
NOT TO SCALE



FLOW THROUGH PLANTER PROFILE VIEW
NOT TO SCALE

BIOTREATMENT SUMMARY TABLE ONSITE

AREA	TCM	TREATMENT TYPE	TOTAL AREA (SQ. FT.)	IMPERVIOUS AREA (SQ. FT.)	TREATMENT AREA (SQ. FT.)	TREATMENT AREA PROVIDED (SQ. FT.)	PONDING DEPTH (IN.)
*DMA 01	1	FLOW THROUGH PLANTER	17,865	13,197	528	580	6
*DMA 02	2	FLOW THROUGH PLANTER	3,334	2,638	106	140	6
*DMA 03	3	FLOW THROUGH PLANTER	3,331	3,048	122	140	6
*DMA 04	4	FLOW THROUGH PLANTER	3,991	3,690	148	174	6
*DMA 05	5	FLOW THROUGH PLANTER	5,613	5,196	208	238	6
*DMA 06	6	FLOW THROUGH PLANTER	4,764	4,164	167	182	6
*DMA 07	7	FLOW THROUGH PLANTER	5,390	4,980	199	240	6
*DMA 08	8	FLOW THROUGH PLANTER	3,995	3,528	133	145	6
*DMA 09	9	FLOW THROUGH PLANTER	11,909	11,338	448	539	6
*DMA 10	10	FLOW THROUGH PLANTER	11,662	9,240	370	448	6
*DMA 11	11	FLOW THROUGH PLANTER	54,603	39,889	1,596	1,914	6
*DMA 12	12	FLOW THROUGH PLANTER	9,117	8,441	338	379	6
*DMA 13	13	FLOW THROUGH PLANTER	34,674	30,032	1,201	1,547	6
*DMA 14	14	FLOW THROUGH PLANTER	40,840	33,994	1,360	1,417	6
*DMA 15	15	FLOW THROUGH PLANTER	5,248	4,573	183	211	6
*DMA 16	16	FLOW THROUGH PLANTER	3,902	3,142	126	140	6
*DMA 17	17	FLOW THROUGH PLANTER	3,583	2,429	97	108	6
*DMA 18	18	FLOW THROUGH PLANTER	3,885	2,593	104	127	6
*DMA 19	19	FLOW THROUGH PLANTER	7,859	7,331	285	313	6
*DMA 20	20	FLOW THROUGH PLANTER	19,055	18,344	734	764	6
*DMA 21	21	FLOW THROUGH PLANTER	31,273	30,105	1,204	1,271	6
*DMA 22	22	FLOW THROUGH PLANTER	18,202	17,120	685	741	6
*DMA 23	23	FLOW THROUGH PLANTER	3,302	3,045	122	139	6
*DMA 24	24	FLOW THROUGH PLANTER	30,668	28,286	1,131	1,232	6
*DMA 25	25	FLOW THROUGH PLANTER	7,078	5,815	225	243	6
*DMA 26	26	FLOW THROUGH PLANTER	4,642	3,564	143	158	6
TOTAL	-	-	350,279	294,990	12,334	13,508	-

*BIOTREATMENT SIZING BASED ON C.3 SIZING UNIFORM INTENSITY METHOD.
**BIOTREATMENT SIZING BASED ON FLOW-VOLUME COMBO CALCULATIONS.

SELF RETAINING AREA

AREA	TREATMENT TYPE	TOTAL AREA (SQ. FT.)	IMPERVIOUS AREA (SQ. FT.)	TREATMENT AREA REQ. (SQ. FT.)
SR 1	SELF-RETAINING AREA	2,689	1,475	-
SR 2	SELF-RETAINING AREA	2,217	119	-
TOTAL	-	4,907	1,597	-

GREEN INFRASTRUCTURE SUMMARY TABLE

AREA	TCM	TREATMENT TYPE	TOTAL AREA (SQ. FT.)	IMPERVIOUS AREA (SQ. FT.)	TREATMENT AREA REQ. (SQ. FT.)	TREATMENT AREA PROVIDED (SQ. FT.)	PONDING DEPTH (IN.)
**DMA 27	27	FLOW THROUGH PLANTER	12,879	10,572	315	399	6
**DMA 28	28	FLOW THROUGH PLANTER	7,252	6,366	189	326	6
**DMA 29	29	FLOW THROUGH PLANTER	13,749	11,882	355	548	6
**DMA 30	30	FLOW THROUGH PLANTER	17,189	15,308	455	477	6

*BIOTREATMENT SIZING BASED ON C.3 SIZING UNIFORM INTENSITY METHOD.
**BIOTREATMENT SIZING BASED ON FLOW-VOLUME COMBO CALCULATIONS.

OVERALL TREATMENT AREA TOTALS ONSITE

TOTAL SITE (ACRES):	PROJECT PHASE NUMBER: (1/A, 1, 2, 3)			R/R
	8.15 (351,185 SF)	TOTAL AREA OF SITE DISTURBED (ACRES):	4.15	
IMPERVIOUS SURFACES	EXISTING CONDITION OF DISTURBED AREA (SQUARE FEET)	PROPOSED CONDITION OF SITE AREA DISTURBED (SQUARE FEET):		
		REPLACED	NEW	
	BUILDING FOOTPRINT	103,983	103,983	47,571
	STREETS & PARKING	193,784	61,454	0
	S/W PATIOS, PAVING ETC.	8,559	8,559	78,020
STREETS (PUBLIC)	0	0	0	
STREETS (PRIVATE)	0	0	0	
TOTAL IMPERVIOUS SURFACES:	307,326	174,996	125,591	
PERVIOUS SURFACES	LANDSCAPED AREAS	47,859	47,859	4,614
	PERVIOUS PAVING	0	0	2,125
	OTHER PERVIOUS SURFACES (GREEN ROOF, ETC.)	0	0	0
TOTAL PERVIOUS SURFACES:	47,859	47,859	6,739	
TOTAL PROPOSED REPLACED + NEW IMPERVIOUS SURFACES:			300,587	
TOTAL PROPOSED REPLACED + NEW PERVIOUS SURFACES:			54,589	

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Sheet Title:
STORMWATER CONTROL DETAILS
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Date: 02/03/2023
Scale: AS SHOWN
Drawn By: MC

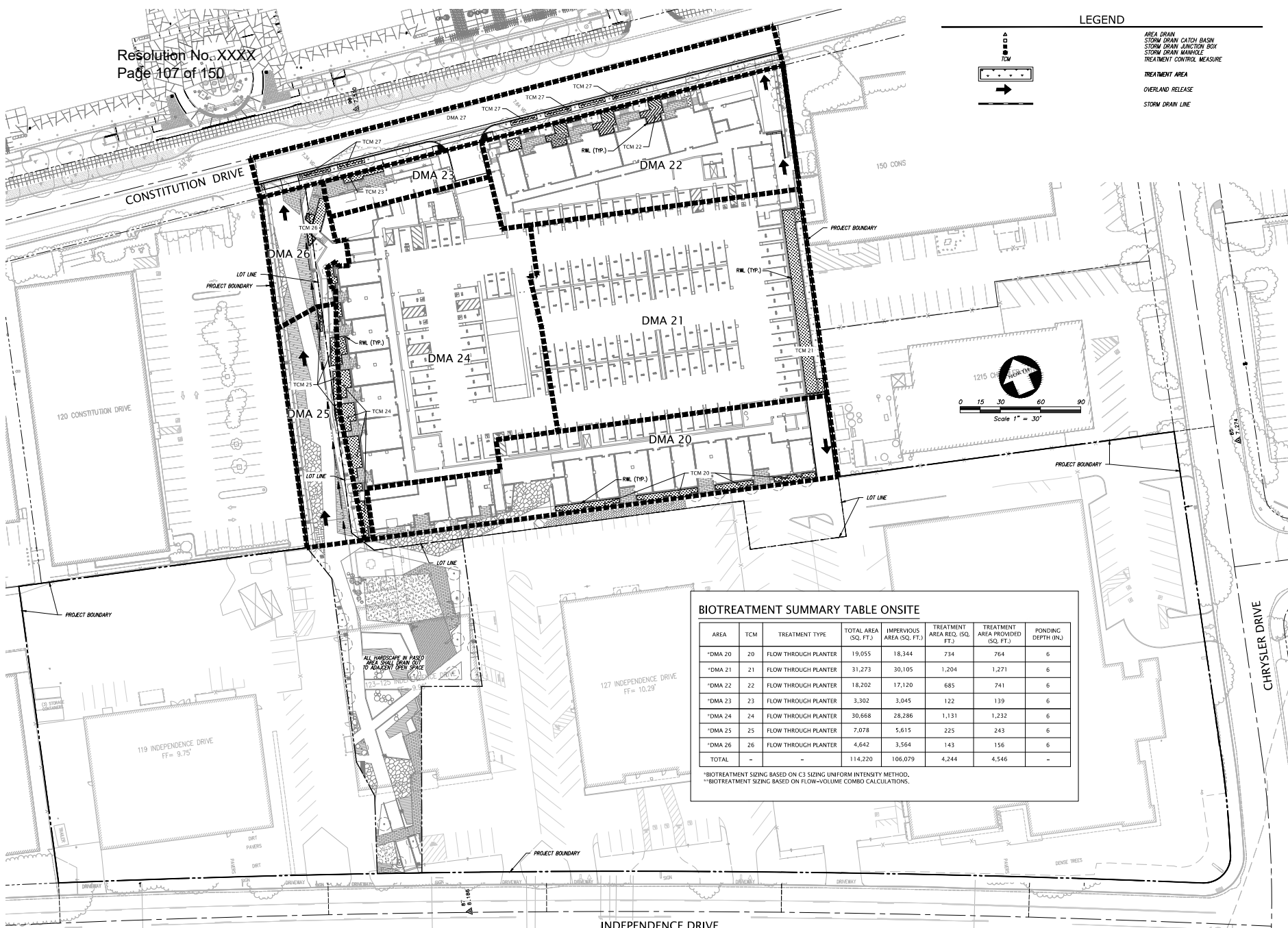
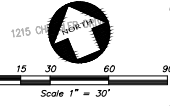
Sheet No:

C5.1

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LEGEND

- AREA DRAIN
- STORM DRAIN CATCH BASIN
- STORM DRAIN JUNCTION BOX
- STORM DRAIN MANHOLE
- TREATMENT CONTROL MEASURE
- TREATMENT AREA
- OVERLAND RELEASE
- STORM DRAIN LINE



BIOTREATMENT SUMMARY TABLE ONSITE

AREA	TCM	TREATMENT TYPE	TOTAL AREA (SQ. FT.)	IMPERVIOUS AREA (SQ. FT.)	TREATMENT AREA REQ. (SQ. FT.)	TREATMENT AREA PROVIDED (SQ. FT.)	PONDING DEPTH (IN.)
*DMA 20	20	FLOW THROUGH PLANTER	19,055	18,344	734	764	6
*DMA 21	21	FLOW THROUGH PLANTER	31,273	30,105	1,204	1,271	6
*DMA 22	22	FLOW THROUGH PLANTER	18,202	17,120	685	741	6
*DMA 23	23	FLOW THROUGH PLANTER	3,302	3,045	122	139	6
*DMA 24	24	FLOW THROUGH PLANTER	30,668	28,286	1,131	1,232	6
*DMA 25	25	FLOW THROUGH PLANTER	7,078	5,615	225	243	6
*DMA 26	26	FLOW THROUGH PLANTER	4,642	3,564	143	156	6
TOTAL	-	-	114,220	106,079	4,244	4,546	-

*BIOTREATMENT SIZING BASED ON C3 SIZING UNIFORM INTENSITY METHOD.
**BIOTREATMENT SIZING BASED ON FLOW-VOLUME COMBO CALCULATIONS.

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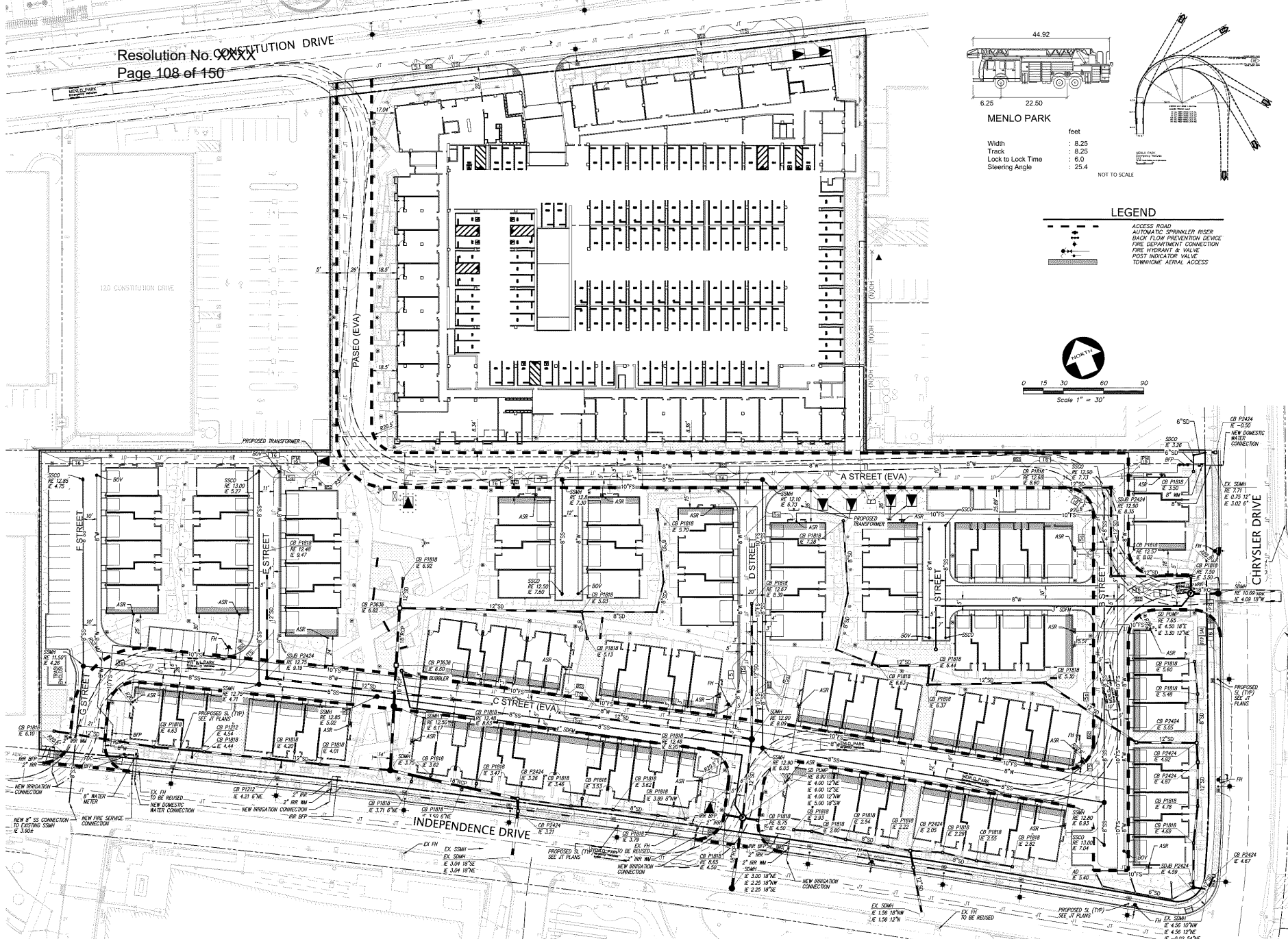
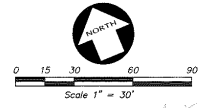
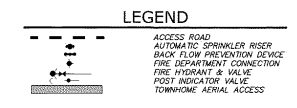
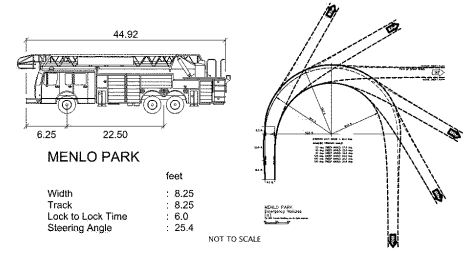
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Sheet Title:
STORMWATER CONTROL PLAN PHASE 1
Job No. 20004
Date: 02/03/2023
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C5.2



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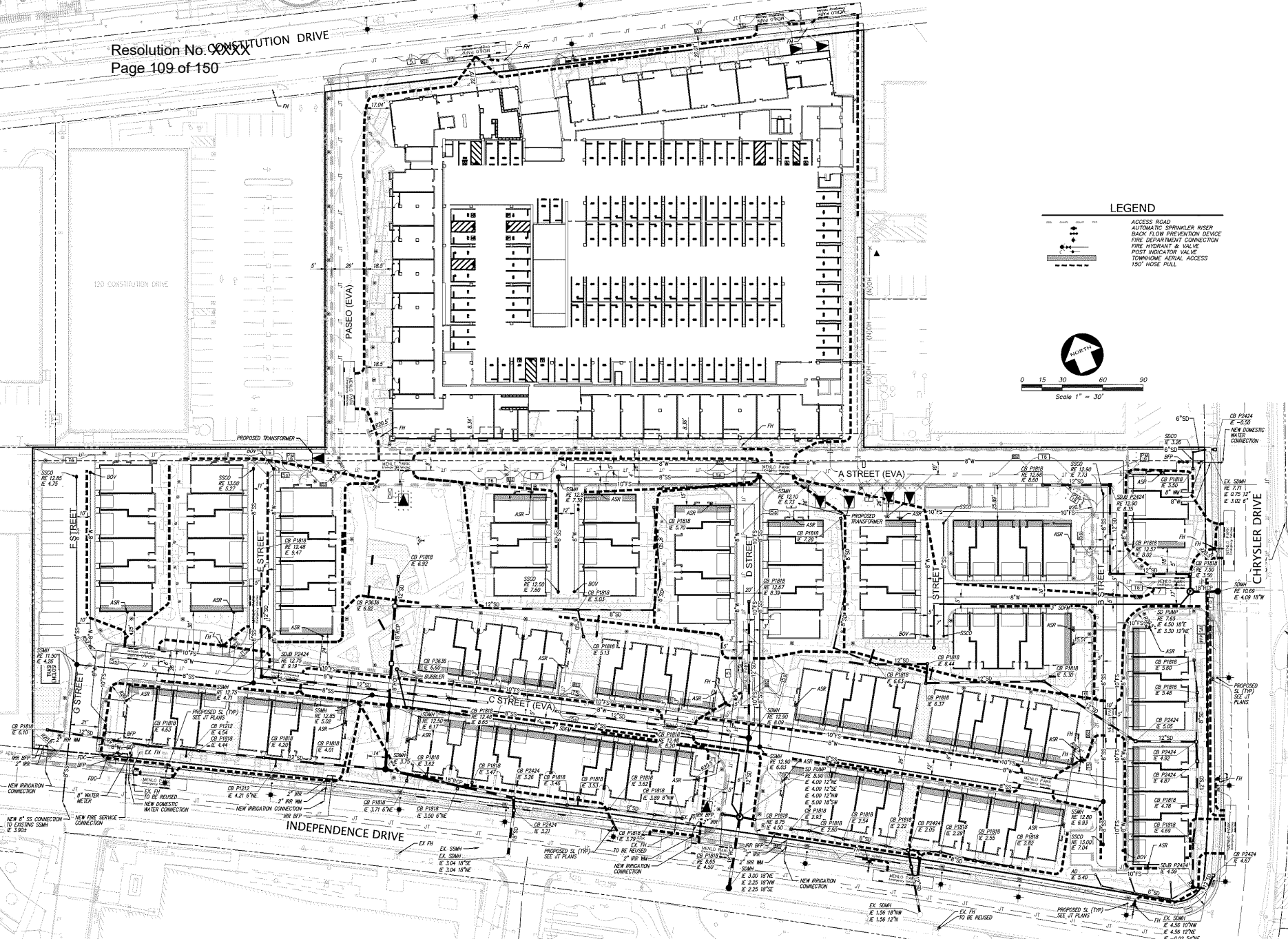
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FIRE ACCESS PLAN

Job No. 20004
 Date: 02/03/2023
 Scale: AS SHOWN
 Drawn By: MC

Sheet No:
C6.0

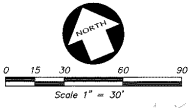


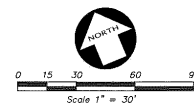
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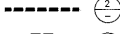

LEGEND

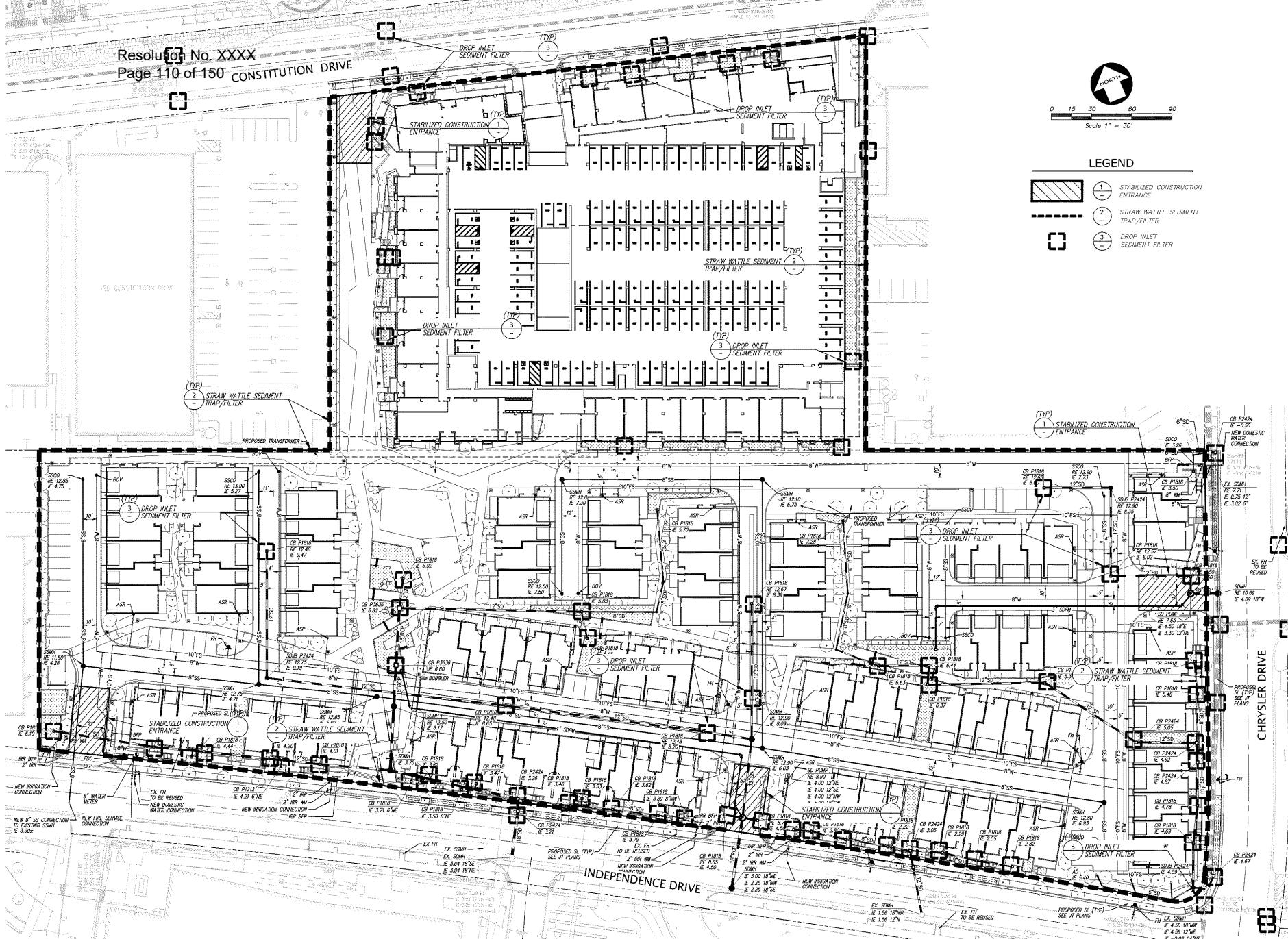
- ACCESS ROAD
- AUTOMATIC SPRINKLER RISER
- BACK FLOW PREVENTION DEVICE
- FIRE DEPARTMENT CONNECTION
- FIRE HYDRANT & VALVE
- POST INDICATOR VALVE
- TOWNSHIP AERIAL ACCESS
- 150' HOSE PULL





LEGEND

-  1 STABILIZED CONSTRUCTION ENTRANCE
-  2 STRAW WATTLE SEDIMENT TRAP/FILTER
-  3 DROP INLET SEDIMENT FILTER



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Sheet Title:
EROSION CONTROL PLAN

Job No. 20004
Date: 02/03/2023
Scale: AS SHOWN
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Sheet No:
C7.0

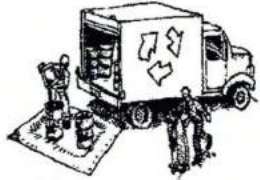


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Construction Best Management Practices (BMPs)

Construction projects are required to implement the stormwater best management practices (BMP) on this page, as they apply to your project, all year long.

Materials & Waste Management



Non-Hazardous Materials

- ❑ Berm and cover stockpiles of sand, dirt or other construction material with tarps when rain is forecast or if not actively being used within 14 days.
- ❑ Use (but don't overuse) reclaimed water for dust control.

Hazardous Materials

- ❑ Label all hazardous materials and hazardous wastes (such as pesticides, paints, thinners, solvents, fuel, oil, and antifreeze) in accordance with city, county, state and federal regulations.
- ❑ Store hazardous materials and wastes in water tight containers, store in appropriate secondary containment, and cover them at the end of every work day or during wet weather or when rain is forecast.
- ❑ Follow manufacturer's application instructions for hazardous materials and be careful not to use more than necessary. Do not apply chemicals outdoors when rain is forecast within 24 hours.
- ❑ Arrange for appropriate disposal of all hazardous wastes.

Waste Management

- ❑ Cover waste disposal containers securely with tarps at the end of every work day and during wet weather.
- ❑ Check waste disposal containers frequently for leaks and to make sure they are not overfilled. Never hose down a dumpster on the construction site.
- ❑ Clean or replace portable toilets, and inspect them frequently for leaks and spills.
- ❑ Dispose of all wastes and debris properly. Recycle materials and wastes that can be recycled (such as asphalt, concrete, aggregate base materials, wood, gyp board, pipe, etc.)
- ❑ Dispose of liquid residues from paints, thinners, solvents, glues, and cleaning fluids as hazardous waste.

Construction Entrances and Perimeter

- ❑ Establish and maintain effective perimeter controls and stabilize all construction entrances and exits to sufficiently control erosion and sediment discharges from site and tracking off site.
- ❑ Sweep or vacuum any street tracking immediately and secure sediment source to prevent further tracking. Never hose down streets to clean up tracking.

Equipment Management & Spill Control



Maintenance and Parking

- ❑ Designate an area, fitted with appropriate BMPs, for vehicle and equipment parking and storage.
- ❑ Perform major maintenance, repair jobs, and vehicle and equipment washing off site.
- ❑ If refueling or vehicle maintenance must be done onsite, work in a bermed area away from storm drains and over a drip pan or drop cloths big enough to collect fluids. Recycle or dispose of fluids as hazardous waste.
- ❑ If vehicle or equipment cleaning must be done onsite, clean with water only in a bermed area that will not allow rinse water to run into gutters, streets, storm drains, or surface waters.
- ❑ Do not clean vehicle or equipment onsite using soaps, solvents, degreasers, or steam cleaning equipment.

Spill Prevention and Control

- ❑ Keep spill cleanup materials (e.g., rags, absorbents and cat litter) available at the construction site at all times.
- ❑ Inspect vehicles and equipment frequently for and repair leaks promptly. Use drip pans to catch leaks until repairs are made.
- ❑ Clean up spills or leaks immediately and dispose of cleanup materials properly.
- ❑ Do not hose down surfaces where fluids have spilled. Use dry cleanup methods (absorbent materials, cat litter, and/or rags).
- ❑ Sweep up spilled dry materials immediately. Do not try to wash them away with water, or bury them.
- ❑ Clean up spills on dirt areas by digging up and properly disposing of contaminated soil.
- ❑ Report significant spills immediately. You are required by law to report all significant releases of hazardous materials, including oil. To report a spill: 1) Dial 911 or your local emergency response number, 2) Call the Governor's Office of Emergency Services Warning Center, (800) 852-7550 (24 hours).

Earthmoving



- ❑ Schedule grading and excavation work during dry weather.

- ❑ Stabilize all denuded areas, install and maintain temporary erosion controls (such as erosion control fabric or bonded fiber matrix) until vegetation is established.

- ❑ Remove existing vegetation only when absolutely necessary, and seed or plant vegetation for erosion control on slopes or where construction is not immediately planned.

- ❑ Prevent sediment from migrating offsite and protect storm drain inlets, gutters, ditches, and drainage courses by installing and maintaining appropriate BMPs, such as fiber rolls, silt fences, sediment basins, gravel bags, berms, etc.

- ❑ Keep excavated soil on site and transfer it to dump trucks on site, not in the streets.

Contaminated Soils

- ❑ If any of the following conditions are observed, test for contamination and contact the Regional Water Quality Control Board:
 - Unusual soil conditions, discoloration, or odor.
 - Abandoned underground tanks.
 - Abandoned wells
 - Buried barrels, debris, or trash.

Paving/Asphalt Work



- ❑ Avoid paving and seal coating in wet weather or when rain is forecast, to prevent materials that have not cured from contacting stormwater runoff.

- ❑ Cover storm drain inlets and manholes when applying seal coat, tack coat, slurry seal, fog seal, etc.

- ❑ Collect and recycle or appropriately dispose of excess abrasive gravel or sand. Do NOT sweep or wash it into gutters.
- ❑ Do not use water to wash down fresh asphalt concrete pavement.

Sawcutting & Asphalt/Concrete Removal

- ❑ Protect nearby storm drain inlets when saw cutting. Use filter fabric, catch basin inlet filters, or gravel bags to keep slurry out of the storm drain system.

- ❑ Shovel, absorb, or vacuum saw-cut slurry and dispose of all waste as soon as you are finished in one location or at the end of each work day (whichever is sooner).

- ❑ If sawcut slurry enters a catch basin, clean it up immediately.

Concrete, Grout & Mortar Application



- ❑ Store concrete, grout, and mortar away from storm drains or waterways, and on pallets under cover to protect them from rain, runoff, and wind.

- ❑ Wash out concrete equipment/trucks offsite or in a designated washout area, where the water will flow into a temporary waste pit, and in a manner that will prevent leaching into the underlying soil or onto surrounding areas. Let concrete harden and dispose of as garbage.

- ❑ When washing exposed aggregate, prevent washwater from entering storm drains. Block any inlets and vacuum gutters, hose washwater onto dirt areas, or drain onto a bermed surface to be pumped and disposed of properly.

Landscaping

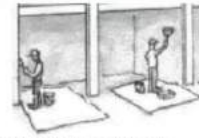


- ❑ Protect stockpiled landscaping materials from wind and rain by storing them under tarps all year-round.

- ❑ Stack bagged material on pallets and under cover.

- ❑ Discontinue application of any erodible landscape material within 2 days before a forecast rain event or during wet weather.

Painting & Paint Removal



Painting Cleanup and Removal

- ❑ Never clean brushes or rinse paint containers into a street, gutter, storm drain, or stream.

- ❑ For water-based paints, paint out brushes to the extent possible, and rinse into a drain that goes to the sanitary sewer. Never pour paint down a storm drain.

- ❑ For oil-based paints, paint out brushes to the extent possible and clean with thinner or solvent in a proper container. Filter and reuse thinners and solvents. Dispose of excess liquids as hazardous waste.

- ❑ Paint chips and dust from non-hazardous dry stripping and sand blasting may be swept up or collected in plastic drop cloths and disposed of as trash.

- ❑ Chemical paint stripping residue and chips and dust from marine paints or paints containing lead, mercury, or tributyltin must be disposed of as hazardous waste. Lead based paint removal requires a state-certified contractor.

Dewatering



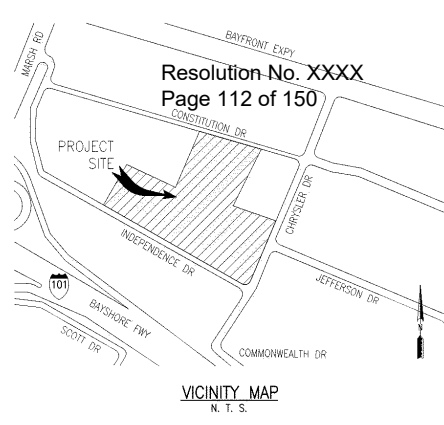
- ❑ Discharges of groundwater or captured runoff from dewatering operations must be properly managed and disposed. When possible send dewatering discharge to landscaped area or sanitary sewer. If discharging to the sanitary sewer call your local wastewater treatment plant.

- ❑ Divert run-on water from offsite away from all disturbed areas.

- ❑ When dewatering, notify and obtain approval from the local municipality before discharging water to a street gutter or storm drain. Filtration or diversion through a basin, tank, or sediment trap may be required.

- ❑ In areas of known or suspected contamination, call your local agency to determine whether the ground water must be tested. Pumped groundwater may need to be collected and hauled off-site for treatment and proper disposal.

Storm drain polluters may be liable for fines of up to \$10,000 per day!



Resolution No. XXXX
Page 112 of 150

VICINITY MAP
N. T. S.

**WORK RESPONSIBILITY
JOINT TRENCH**

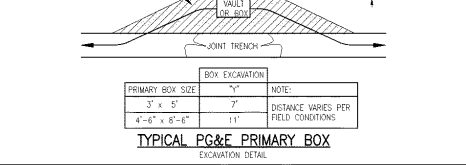
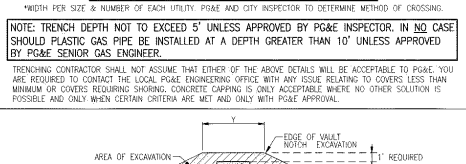
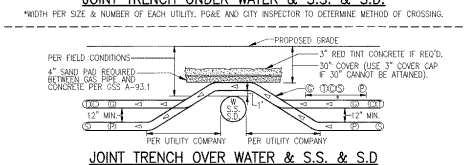
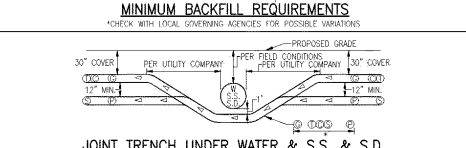
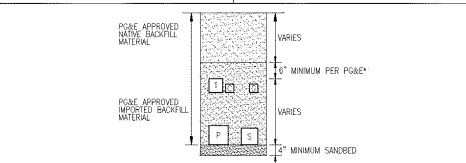
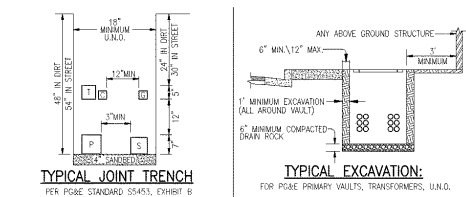
TRENCHING Excavate & Backfill.....	PG&E ELECTRIC	PG&E GAS	PG&E WATER	PG&E C&TY	CONTRACTOR
PG&E ELECTRIC CABLE Supply & Install.....	○	○	○	○	○
ELECTRIC CONDUIT Supply & Install.....	○	○	○	○	○
ELECTRIC BOXES Supply & Install.....	○	○	○	○	○
ELECTRIC PADS Supply & Install.....	○	○	○	○	○
ELECTRIC TRANSFORMERS Supply & Install.....	○	○	○	○	○
ELECTRIC INTERRUPTERS Supply & Install.....	○	○	○	○	○
PG&E ELECTRIC SWITCHES Supply & Install.....	○	○	○	○	○
TELEPHONE CONDUIT Supply & Install.....	○	○	○	○	○
TELEPHONE CABLE Supply & Install.....	○	○	○	○	○
TELEPHONE SPICE BOXES Supply & Install.....	○	○	○	○	○
TELEPHONE S&I PADS Supply & Install.....	○	○	○	○	○
C&TY CONDUIT Supply & Install.....	○	○	○	○	○
C&TY SPICE BOXES Supply & Install.....	○	○	○	○	○
C.I.E.C. FIBER CONDUIT Supply & Install.....	○	○	○	○	○
C.I.E.C. FIBER SPICE BOXES Supply & Install.....	○	○	○	○	○

● WORK TO BE PERFORMED BY THE RESPECTIVE CONTRACTOR & UTILITY COMPANIES
○ ASSUME CONTRACTOR RESPONSIBILITY UNLESS OTHERWISE SPECIFIED
○ NOT APPLICABLE UNLESS OTHERWISE SPECIFIED
○ PG&E TO PULL CABLE INTO ENERGIZED ENCLOSURES
* NOTE: FOR A MORE DETAILED WORK RESPONSIBILITY BREAKDOWN, SEE CORRESPONDING MATERIAL LIST.

THESE PLANS WERE PREPARED IN CONJUNCTION WITH THE FOLLOWING PLANS:

PROJECT	DATE	STATUS
CONV. IMPROVEMENT PLANS/GRADING PLANS	09-08-2022	PRELIMINARY
RESIDENTIAL ELECTRICIAN ELEC.	09-08-2021	PRELIMINARY
APPLICANT DESIGN (ELECTRIC) APARTMENTS	07-08-2022	PRELIMINARY
APPLICANT DESIGN (ELECTRIC) TOWNHOMES	06-06-2022	PRELIMINARY
TELEPHONE	07-08-2022	PRELIMINARY
C&TY	07-08-2022	PRELIMINARY
C.I.E.C.	07-08-2022	PRELIMINARY
LANDSCAPE	06-06-2022	PRELIMINARY
LIGHT LOCATIONS	08-25-2022	PRELIMINARY

RADIUS DESIGN is not responsible for any subcontractor changes or responsibilities.
OTHER UTILITIES SHOWN ARE APPROXIMATE AND BASED ON FIELD SURVEY AND AVAILABLE UTILITY INFORMATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE ACTUAL LOCATION AND EXTENT OF UTILITIES PRIOR TO THE COMMENCEMENT OF WORK. PHYSICAL VERIFICATION OF UTILITY LOCATIONS SHALL BE PERFORMED BY CAREFUL PROBING OR HAND DIGGING IN ACCORDANCE WITH ARTICLE 6 OF THE CAL/OSHA CONSTRUCTION SAFETY ORDERS.



TYPICAL GAS METER REQUIREMENTS*

METER TYPE	LOAD (SPFH)	DELIVERY PRESSURE (PSIG)	PAD SIZE (INCHES)	MIN. WIDTH REQUIRED FOR METER (INCHES)	MIN. DISTANCE FROM RISER TO FINISHED WALL (INCHES)	MIN. HOUSING TUB OUT (INCHES)
TYPICAL RESIDENTIAL	0-500	0.25	N/A UNLESS USING FLEX-HOSE METER	24	6 TO 9	4
400 TO 1000	351-1,400	0.25	N/A UNLESS USING FLEX-HOSE METER	30	6 TO 9	6
1.5M OR 3M ROTARY	1,401-3,000	APPROVED BY PG&E	40 X 36 X 4	52	20	VARIES
5M OR 7M ROTARY	3,001-7,000	APPROVED BY PG&E	78 X 36 X 4	90	20	VARIES
11M OR 16M ROTARY	7,001-16,000	APPROVED BY PG&E	94 X 36 X 4	106	20	VARIES

*ACTUAL METER-SET CONFIGURATIONS MAY DIFFER DEPENDING ON FIELD CONDITIONS AND RESTRICTIONS. FOR GAS METER DETAILS, SEE SECTION 2 OF CURRENT ELECTRIC GAS SERVICE REQUIREMENTS OVERHEAD BY PG&E. PG&E STANDARD METER SPACING REQUIREMENTS DO NOT INCLUDE CLEARANCE FOR EARTHQUAKE VALVES OR OTHER ADDITIONAL SAFETY EQUIPMENT. SEE NOTE 17 UNDER GENERAL NOTES ON SHEET JT-1.
*DELIVERY PRESSURE TO BE CONFIRMED VIA BELLOWS PNEUMATIC AND MECHANICAL PLANS. PG&E MAINTAINS SOLE AUTHORITY TO DETERMINE IF THE DELIVERED DELIVERY-PRESSURE SERVICE IS AVAILABLE AT A SPECIFIC LOCATION.

GENERAL NOTES:

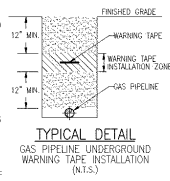
- JOINT TRENCH MUST BE INSTALLED ENTIRELY WITHIN AN EASEMENT. EASEMENTS FOR JOINT TRENCH SERVICE LATERALS WITHIN PROJECT ON PRIVATE PROPERTY ARE AT THE DISCRETION OF THE UTILITY COMPANIES.
- ALL DEPTHS AND RESULTING COVER REQUIREMENTS ARE MEASURED FROM FINISH GRADE.
- COVER, CLEARANCES, AND SEPARATION SHALL BE AS GREAT AS PRACTICABLE UNDER THE CIRCUMSTANCES, BUT UNDER NO CIRCUMSTANCES SHALL BE LESS THAN THE MINIMUM COVER, CLEARANCES, AND SEPARATION REQUIREMENTS SET FORTH IN GENERAL NOTES 17 AND 18 AND NOTES 12, 22, AND 40. ALL FACILITIES SHALL BE ANCHORED IN PLACE PRIOR TO COMPACTION, OR OTHER MEANS SHALL BE TAKEN TO ENSURE NO MOTION OF THE FACILITIES. DIMENSIONAL REQUIREMENTS FOR SHADING SHALL BE DETERMINED SUBSEQUENT TO COMPACTION.
- TRENCH DIMENSIONS SHOWN ARE TYPICAL. TRENCH SIZES AND CONFIGURATIONS MAY VARY DEPENDING UPON OCCUPANCY AND/OR FIELD CONDITIONS. TRENCH SIZE AND CONFIGURATION MUST AT ALL TIMES BE CONSTRUCTED IN A MANNER THAT ENSURES PROPER CLEARANCES AND COVER REQUIREMENTS ARE MET. ANY CHANGE TO THE TRENCH WIDTH AND CONFIGURATIONS AS DESCRIBED SHALL BE APPROVED BY PG&E PRIOR TO THE COMMENCEMENT OF WORK.
- IT IS REFERRED TO HAVE NON-PG&E OWNED STREETS/LIGHTS AT A LEVEL OTHER THAN GAS OR ELECTRIC LEVEL. NON-PG&E OWNED STREETS/LIGHTS MAY BE AT THE ELECTRIC LEVEL OF THE TRENCH AS LONG AS MINIMUM CLEARANCES ARE MAINTAINED. DIMENSIONAL REQUIREMENTS FOR SHADING SHALL BE DETERMINED SUBSEQUENT TO COMPACTION.
- NON-UTILITY FACILITIES ARE NOT ALLOWED IN ANY JOINT UTILITY TRENCH. E.G. IRRIGATION CONTROL LINES, BUILDING FIRE ALARM SYSTEMS, PRIVATE TELEPHONE SYSTEMS, OUTDOOR ELECTRICAL CABLE, ETC.
- WHEN COMMUNICATION DUCTS ARE INSTALLED, A MINIMUM OF 12" RAGAL SEPARATION SHALL BE MAINTAINED FROM GAS FACILITIES. EXCEPTION WITH MUTUAL AGREEMENT, WHEN A 4-INCH DIAMETER OR SMALLER GAS PIPE IS INSTALLED, THE SEPARATION MAY BE REDUCED TO NOT LESS THAN 6" RAGAL.
- PROVIDE SEPARATION FROM TRENCH WALL AND OTHER FACILITIES SUFFICIENT TO ENSURE PROPER COMPACTION.
- MAINTAIN PROPER SEPARATION BETWEEN PG&E FACILITIES AND "WET" UTILITY LINES AS DESCRIBED IN UO STANDARD 52423. THE MINIMUM ALLOWABLE HORIZONTAL SEPARATION BETWEEN COMPANY FACILITIES AND "WET" FACILITIES IS 3" WITH A MINIMUM 1" OF UNCOMPACTED SAND OR THE INSTALLATION OF A SUITABLE BARRIER BETWEEN THE FACILITIES. IF A 3" HORIZONTAL SEPARATION CANNOT BE ATTAINED BETWEEN "WET" UTILITIES AND COMPANY DRY FACILITIES, A VARIANCE BY PERMISSION OF THE LOCAL INSPECTION SUPERVISOR AND SUBMITTED TO THE SERVICE PLANNING SUPPORT PROGRAM MANAGER FOR APPROVAL. SEPARATIONS OF 1" OR LESS ARE NOT PERMITTED AND WILL NOT BE ALLOWED. THE COMPANY MAY ADOPT TO HAVE THE MINIMUM 1" SEPARATION REQUIREMENT AT THE REQUEST OF AN APPLICANT IF WARRANTED AND THE NEED IS JUSTIFIED BY THE PROJECT DESIGN.
- BE MADE IN WRITINGS AND SUBMITTED TO THE COMPANY AIDE DURING THE PLANNING AND DESIGN PHASE OF THE PROJECT.
- CLEARLY DESCRIBE THE CONDITIONS NECESSITATING THE WAIVER.
- INCLUDE A PROPOSED DESIGN, AND INCLUDE A DESIGN FOR A BARRIER BETWEEN THE "WET" UTILITIES AND COMPANY DRY FACILITIES IN THE TRENCH WITHIN 12" OF THE TRENCH WALLS. ALL FACILITIES CONNECTED TO DOWNSPUTS ON BUILDINGS ARE CONSIDERED A "WET" UTILITY FOR THE PURPOSES OF THIS STANDARD.
- SEPARATIONS SHALL BE MAINTAINED AT ABOVE GROUND TERMINATION POINTS.
- PROCEDURES FOR APPROVING NATIVE BACKFILL FOR SHADING AT PG&E GAS FACILITIES:
 - RANDOM SOIL SAMPLES SHALL BE TAKEN FROM A MINIMUM OF 3 LOCATIONS PER 1,000' OF TRENCH. 100% OF THE SAMPLE MUST PASS THROUGH A 1/2" SIEVE AND 75% MUST PASS THROUGH A #4 SCREEN. ADDITIONAL SAMPLES MUST BE TAKEN IF EXISTING SOIL CONDITIONS CHANGE AND ARE TO BE TAKEN AT THE DISCRETION OF THE PG&E REPRESENTATIVE ON SITE.
 - THE SOILS MUST NOT CONTAIN ANY ROCKS THAT HAVE SHARP EDGES OR THAT MAY OTHERWISE BE ABRAISIVE.
 - SOILS MUST NOT CONTAIN CLUMPS LARGER THAN 1/2" IN SIZE TO BE USED AS SHADING. BEDDING OR LEVING MATERIALS.
 - CONSTRUCTION REQUIREMENTS MUST MEET ANY APPLICABLE PG&E, FEDERAL, STATE, COUNTY, OR LOCAL REQUIREMENTS.
 - NO 1/2" SIEVE, #4 SCREEN, OR 2" DEEP, STAINLESS STEEL MESH SCREEN.
- PROCEDURES FOR APPROVING NATIVE BACKFILL FOR SHADING AT PG&E ELECTRIC FACILITIES:
 - RANDOM SOIL SAMPLES SHALL BE TAKEN FROM A MINIMUM OF 3 LOCATIONS PER 1,000' OF TRENCH. ADDITIONAL SAMPLES MUST BE TAKEN IF EXISTING SOIL CONDITIONS CHANGE AND ARE TO BE TAKEN AT THE DISCRETION OF THE PG&E REPRESENTATIVE ON SITE.
 - SHADING MATERIAL CONTAINING LARGE ROCKS, PAINT MATERIALS, CLUSTERS, SHARPLY ANGULAR SUBSTANCES, OR CORROSIVE MATERIALS SHALL NOT BE USED IN THE TRENCH UNDER SURFACE OF THE CONDUITS AND/OR PREVENT PROPER COMPACTION OVER OR AROUND THE CONDUITS.
 - NATIVE SOILS CONTAINING ROCKS NOT BE EXCEEDING 6" IN DIAMETER MAY BE INCLUDED IN THE CHADDED MATERIAL, PROVIDED THE CLUMPS ARE EASILY BREAKABLE BY HAND. NOTE: SOILS CONSISTING PRIMARILY OF GRAVEL, HARD COMPACT (TENDER) CLAY, AND SAND SHALL NOT BE USED AS SHADING MATERIAL.
 - IF THE USE OF ANY NATIVE MATERIALS TO ACHIEVE THESE REQUIREMENTS, REFER TO ENGINEERING DOCUMENT 062286 FOR MORE INFORMATION.
- COMPACT NATIVE SOILS ARE PREFERRED TO BE USED FOR SHADING, BEDDING, AND BACKFILLING THROUGHOUT THE PROJECT.
- WHERE NATIVE SOILS EXCEED 1/2" MINUS AND/OR WHERE GAS IS TO BE PLACED AT THE BOTTOM OF A TRENCH IN AREAS THAT EXCEED 1/2" MINUS, SOIL CONDITIONS, OR WHERE THE BOTTOM OF A TRENCH IS CONSIDERED TO CONSIST OF HARD PAN, POLE APPROVED 1/2" MINUS NATIVE MATERIAL SHALL BE USED FOR SHADING AND/OR BEDDING OF GAS FACILITIES.
- PG&E APPROVED NATIVE MATERIAL IS PER COST ENGINEERING GUIDELINE 4133.
- A LEVELING COURSE IS REQUIRED FOR GAS FACILITIES. THE USE OF NATIVE SOILS IS PREFERRED, BUT IF 1/2" MINUS MATERIALS ARE NOT AVAILABLE WITH THE NATIVE SOILS, THE USE OF PG&E APPROVED NATIVE MATERIALS IS REQUIRED. BEDDING UNDER GAS FACILITIES WILL BE A MINIMUM OF 2" OF COMPACTED 1/2" MINUS NATIVE SOILS OR PG&E APPROVED IMPROVE MATERIAL.
- FOR ELECTRIC FACILITIES, REFER TO NOTE 11. THIS APPLIES TO LEVING COURSES AS WELL AS SHADING.
- THE MINIMUM POLE APPROVED BEDDING MATERIAL MAY BE INCREASED AT THE DISCRETION OF PG&E WHEN WARRANTED BY EXISTING FIELD CONDITIONS (E.G. ROCKY SOILS, HARD PAN, ETC.).
- THE USE OF ANY NATIVE MATERIALS TO ACHIEVE THESE REQUIREMENTS SHALL BE LIMITED TO THOSE SITUATIONS WHEN NATIVE SOILS DO NOT ALLOW FOR REQUIRED COMPACTION.
- THE APPLICANT IS RESPONSIBLE FOR THE REMOVAL OF EXCESS SPOIL AND ASSOCIATED COSTS.
- SEPARATION BETWEEN GAS FACILITIES AND ELECTRIC FACILITIES MAY BE REDUCED TO 6" WHEN CROSSING.
- SERVICE SADDLES ARE THE PREFERRED SERVICE FITTING FOR USE THROUGHOUT THE JOINT TRENCH PROJECT. ALL CLEARANCES, SEPARATION, AND COVER REQUIREMENTS ARE MAINTAINED.
- CONTRACTOR TO INCREASE METER SPACING AS NECESSARY WHEN EARTHQUAKE VALVES OR OTHER ADDITIONAL SAFETY EQUIPMENT ARE REQUIRED. EARTHQUAKE VALVES ARE REQUIRED IN SOME AREAS AND ARE NOT PART OF PG&E/RADIUS SCOPE. THIS INFORMATION CAN BE FOUND ON BUILDING MECHANICAL ENGINEER'S PLANS. PG&E STANDARD METER SPACING REQUIREMENTS DO NOT INCLUDE CLEARANCE FOR EARTHQUAKE VALVES.

ELECTRIC VERTICAL CLEARANCE REQUIREMENTS:

- ABOVE ANY THREE-PHASE PAD-MOUNTED TRANSFORMER/EQUIPMENT LOCATION (EXCEPT MINI THREE PHASE), MAINTAIN 30' MINIMUM UNSTRUCTURED OVERHEAD CLEARANCE OVER PAD.
- ABOVE ANY OTHER TRANSFORMER/EQUIPMENT LOCATION, MAINTAIN 20' MINIMUM UNSTRUCTURED OVERHEAD CLEARANCE OVER VAULT/PAD.

GAS PIPELINE UNDERGROUND WARNING TAPE NOTES:

- A WARNING TAPE IS TO BE INSTALLED IN OPEN TRENCH INSTALLATION OVER GAS PIPELINES IN BOTH TRANSMISSION AND DISTRIBUTION FACILITIES. THIS INCLUDES TRENCHES, SILL TRENCHES, EXCAVATIONS FOR REPAIR PURPOSES AND RISER REPLACEMENTS. THE WARNING TAPE IS INTENDED FOR EXCAVATOR DIGGING IN THE "TOLERANCE ZONE" PRIOR TO THE PRELIMINARY WHEN THE WARNING TAPE IS EXPOSED AND CHANGED WITH INDICATING EQUIPMENT. IT SHOULD BE WITHOUT BREACHING, THIS ALERTING THE EXCAVATOR OF THE GAS FACILITY BELOW.
- INSTALL 6" WIDE WARNING TAPE ABOVE THE GAS PIPELINE AT LEAST 12" BELOW GRADE, AND NO CLOSER THAN 12" FROM THE PIPE. INSTALLATION SHALL BE PERFORMED BY THE GAS UTILITY. THE LENGTH OF THE TAPE AS POSSIBLE, INSTALL THE TAPE ALONG THE LENGTH OF THE EXCAVATION. THE TAPE SHOULD BE INSTALLED WITH THE JOINTS OR PIECES OF TAPE ARE USED. EXCEPTION WHEN A JOINT TRENCH DESIGN DOES NOT ALLOW FOR INSTALLATION OF WARNING TAPE WITHIN THE TOLERANCE ZONE, INSTALL THE WARNING TAPE A MINIMUM OF 6" ABOVE THE PIPELINE AND BELOW THE FACILITY ABOVE THE PIPE.
- WARNING TAPE SHALL BE BRIGHTLY COLORED YELLOW AND MARKED "CAUTION: GAS LINE BURIED BELOW" OR MARKED WITH A SIMILAR NOTIFICATION.
- WARNING TAPE SHALL BE STORED IN SUCH A MANNER THAT LIMITS UNWARRANTED (U) EXPOSURE.



**TYPICAL DETAIL
GAS PIPELINE UNDERGROUND
WARNING TAPE INSTALLATION
(N.T.S.)**

**PG&E PM'S:
ELECTRIC:
35299547 (TOWNHOMES)
35299689 (APARTMENTS)
ASSOCIATED WITH RULE 20
PM# 32555076**

CONSTRUCTION NOTES:

- ALL TRENCHING, BACKFILLING AND INSTALLATION BY CONTRACTOR MUST COMPLY WITH PG&E UO STANDARD 52423 (EFFECTIVE DATE 7-5-2006).
- ALL WORK MUST COMPLY WITH PG&E TELEPHONE, C&TY, STANDARDS AND PRACTICES. ALL WORK MUST BE INSPECTED AND APPROVED BY RESPECTIVE INSPECTORS. FIELD CONDITIONS MAY REQUIRE CHANGES TO APPROVED PLANS. AT THE DISCRETION OF PG&E INSPECTOR OR OTHERS, RANDOM SOIL SAMPLES SHALL BE TAKEN FROM A MINIMUM OF THREE LOCATIONS PER 1,000' OF TRENCH. 100% OF THE SAMPLE MUST PASS THROUGH A 1/2" SIEVE AND 75% MUST PASS THROUGH A #4 SCREEN. ADDITIONAL SAMPLES MUST BE TAKEN IF EXISTING SOIL CONDITIONS CHANGE AND IS TO BE AT THE DISCRETION OF THE PG&E REPRESENTATIVE ON SITE. THE SOILS MUST NOT CONTAIN ANY ROCKS THAT HAVE SHARP EDGES OR THAT MAY OTHERWISE BE ABRAISIVE. THE SOILS MUST NOT CONTAIN CLUMPS LARGER THAN 1/2" IN SIZE TO BE USED AS SHADING, BEDDING OR LEVING MATERIALS. COMPACTION REQUIREMENTS MUST MEET ANY APPLICABLE PG&E, FEDERAL, STATE, COUNTY OR LOCAL REQUIREMENTS. ANY NATIVE SOILS OR IMPORT MATERIALS USED MUST NOT HINDER THOSE EFFORTS.
- BACKFILL SHALL BE APPROVED BY THE UTILITY COMPANIES AND THE CITY. COMPACTION WILL BE TESTED AND PASSED BY THE SOILS ENGINEER.
- IF SOIL IS NOT ROCK FREE, ADD 4" DEPTH OF TRENCH FOR SAND BEDDING.
- VERIFY SPURCE BOX EXCAVATION SIZES WITH SUPPLIER(S).
- THE TRENCHING CONTRACTOR SHALL COORDINATE THE UTILITY COMPANIES' INSTALLATION. THE TRENCHING CONTRACTOR TO PLACE CONNECTING CABLE WITHIN 12" OF BUILDING EXTERIOR WALLS.
- CONTRACTOR SHALL MAKE HIMSELF FAMILIAR WITH THE PROJECT IMPROVEMENT PLANS AND CONDUCT HIS WORK ACCORDINGLY.
- IT IS THE TRENCHING CONTRACTOR'S RESPONSIBILITY TO PROTECT IN PLACE ALL EXISTING FACILITIES. NO EXTRA PAYMENT WILL BE CONSIDERED FOR CROSSING OTHER SYSTEMS.
- RADIUS DESIGN ASSUMES NO RESPONSIBILITY FOR THE PROJECT CONDITIONS. THESE DRAWINGS WERE PREPARED USING DATA SUPPLIED BY PG&E, TELEPHONE, C&TY, IMPROVEMENT PLANS AND THE CITY'S INFORMATION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PHYSICALLY REVIEW THE PROJECT PRIOR TO SUBMITTING HIS BID.
- CONTRACTOR WILL COMPLY WITH ALL LAWS, ORDINANCES AND REGULATIONS. CONTRACTOR SHALL BE FAMILIAR WITH U.S.S.A., INDUSTRIAL SAFETY, FEDERAL, STATE AND LOCAL REQUIREMENTS. WORKING NEAR ENERGIZED OR "HOT" EQUIPMENT, THE UTILITY OWNER SHALL BE NOTIFIED TO SUPPLY THE APPROPRIATE MAIN POWER, PUBLIC SAFETY AND TRAFFIC CONTROL MEASURES ARE THE CONTRACTOR'S RESPONSIBILITY.
- THE CONTRACTOR SHALL PROTECT CONSTRUCTION STAKING. HE SHALL COORDINATE STAKING WITH THE PROJECT'S CIVIL ENGINEER.
- CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE AIDE (USA) TWO WORKING DAYS PRIOR TO START OF WORK.
- CONTRACTOR SHALL NOTIFY INSPECTORS OF ANY POTENTIAL CONFLICTS PRIOR TO START OF WORK.
- THIS PLAN IS TO BE USED FOR SOLE PURPOSE OF DIGGING THE JOINT TRENCH. SEE PG&E, AT&T, AND COMCAST PLANS FOR EXACT SIZE AND NUMBER OF CONDUITS INSTALLED IN THE JOINT TRENCH. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THE CORRECT NUMBER, SIZE AND TYPES OF CONDUITS ARE INSTALLED PER THE ENGINEERED PLANS BY EACH UTILITY COMPANY.
- NOTE PLANS ISSUED AT THE PRE-CONSTRUCTION MEETING MAY BE SUBJECT TO REVISIONS. IF FINAL PLANS FROM EACH UTILITY COMPANY ARE NOT AVAILABLE AT THE START OF CONSTRUCTION.
- WATER SEWER, DRAINS, SANITARY WASTE PIPES (INCLUDING SEWER AND GASOLINE), OIL PROPANE AND OTHER VOLATILE HEAVIER THAN AIR GASES, SPRINKLER, IRRIGATION, STEAM AND OTHER "WET" FACILITIES SHALL MAINTAIN A MINIMUM OF THREE FEET FROM THE NEAREST DRAIN SURFACE OF PG&E FACILITIES WITH NO LESS THAN ONE FOOT OF EARTH (SOIL BARRIER) BETWEEN THE ADJACENT SIDES OF THE INDIVIDUAL TRENCHES.
- IN THE EXTRAORDINARY CASE THAT THE MINIMUM THREE FOOT HORIZONTAL SEPARATION CANNOT BE ATTAINED BETWEEN "WET" UTILITIES AND COMPANY DRY FACILITIES, A VARIANCE MAY APPROVED BY THE LOCAL INSPECTION SUPERVISOR AND SUBMITTED TO SERVICE PLANNING SUPPORT PROGRAM MANAGER FOR APPROVAL.
- ALL METER PANELS: INDIVIDUAL, RESIDENTIAL OR NONRESIDENTIAL APPLICANTS WITH A METER PANEL RATING OF ANY SIZE, INSTALL INSIDE A METER ROOM OR OTHER STRUCTURE, MUST FOLLOW ALL OF THE REQUIREMENTS DESCRIBED BELOW:
 - INSTALL ONLY AND MAINTAIN A SEPARATE, NOMINAL, 2-INCH DIAMETER CONDUIT WITH PULL TAPE INSIDE THE CONDUIT AND PULL TAPE MUST EXTEND TO THE UNDER SURFACE OF THE BUILDING AND TERMINATE OUTSIDE THE METER PANEL OR SWITCHBOARD AT THE TOP OF THE METER SECTION.
 - ENSURE THE 2-INCH DIAMETER CONDUIT AND PULL TAPE EXTEND OUTSIDE OF THE BUILDING A MINIMUM OF 6 FEET AND A MAXIMUM OF 10 FEET ABOVE GROUND. THE OPEN END OF THE CONDUIT THAT IS EXPOSED TO THE OUTSIDE MUST HAVE A REMOVABLE TEMPORARY CAP OR PLUG.
 - DO NOT USE THE CONDUIT. THE CONDUIT IS FOR PG&E'S METERING EQUIPMENT ONLY.
- THIS JOINT TRENCH PLAN WAS PREPARED BASED ON TOPOGRAPHICAL SURVEY AS PROVIDED BY A CIVIL ENGINEER. THE CONTRACTOR IS CAUTIONED THAT EXPLORATORY WORK IS NECESSARY TO DETERMINE THE ACTUAL LOCATION OF ANY EXISTING UTILITIES. RADIUS DESIGN RECOMMENDS THAT ALL UTILITIES BE PHYSICALLY LOCATED ON THE SITE BEFORE THE ONSET OF SITE WORK. SUBSTRUCTURE LOCATIONS MAY REQUIRE FIELD ADJUSTMENT TO COMPENSATE FOR ACTUAL EXISTING UTILITY LOCATIONS.
- EXCAVATION DIMENSIONS FOR TIE-IN TO EXISTING UTILITY CONDITIONS ARE AT THE DISCRETION OF THE PG&E FIELD INSPECTOR. CONTRACTOR TO COORDINATE WITH INSPECTOR AND EXPOSE UP TO 20' OR MORE OF EXISTING CONDITIONS WHEN NEEDED.

SUBSTRUCTURE VERIFICATION STAMP

DEVELOPER
PLEASE NOTE AND SIGN

ALL PG&E ENCLOSURES AND BOXES HAVE BEEN SET TO GRADE ACCORDING TO GRADE SHEETS PROVIDED BY DEVELOPERS/ENGINEERS. ALL COSTS TO RELOCATE OR RE-NEAREST BOXES AT A LATER DATE WILL BE RELEVANT TO THE DEVELOPER. PLEASE MARK YOUR SUPPLY VERIFY THE CORRECT GRADE OF ALL ENCLOSURES OR BOXES, AND SIGN AND DATE DRAINING.

SIGNED _____
DATE _____

THANK YOU

UTILITY APPROVALS

UTILITY	APPROVED BY	DATE
AT&T (PHONE)		
COMCAST (C&TY)		

FOR RADIUS USE ONLY
QA REVIEW

REVIEW	INITIALS	REVIEW DATE
COMPOSITE		06-21-2021
PRE-COM		
PRE-COM		

DEVELOPER: THE SOBRATO ORGANIZATION
599 CASTRO ST, SUITE 400
MOUNTAIN VIEW, CA 94041
PETER TSAI
T: 650-695-1067
E: PTSAI@SOBRATO.COM

SHEET INDEX

JT-1	JOINT TRENCH TITLE SHEET
JT-2	OVERALL
JT-3,4,5	JOINT TRENCH COMPOSITE
JT-6	JOINT TRENCH SECTIONS

REGISTERED PROFESSIONAL ENGINEER
DAVID B. VOORHIES
No. 26429
Exp. 03-31-2024
CIVIL
STATE OF CALIFORNIA

RADIUS DESIGN, INC.
UTILITY DESIGN CONSULTANTS & ENGINEERS
1400 MARILYN LANE, SUITE 200, RAYNOR, CA 94583
TEL: 925.762.9222

123 Independence
Menlo Park, CA

The Sobrato Organization
599 Castro Street, Suite 400
Mountain View, CA

Sheet Title: JOINT TRENCH TITLE SHEET

Job No: 20004
Date: 06/13/2023
Scale: AS SHOWN
Drawn By: ME

Sheet No: JT-1

PRELIMINARY - NOT FOR CONSTRUCTION

JTR-4

CONSTITUTION DR

PASEO (EVA)

CHRYSLER DR

LOT A
123 INDEPENDENCE DRIVE
316 RESIDENTIAL UNITS

JTR-3

JTR-5

PASEO (EVA)

A STREET

F STREET

LOT B
123 INDEPENDENCE DRIVE
52 RESIDENTIAL UNITS

E STREET

J STREET

LOT D
123 INDEPENDENCE DRIVE
66 RESIDENTIAL UNITS

I STREET

JEFFERSON DR

G STREET

C STREET

LOT C
123 INDEPENDENCE DRIVE
18 RESIDENTIAL UNITS

D STREET

B STREET

CHRYSLER DR

INDEPENDENCE DR

H STREET

C STREET

INDEPENDENCE DR



SHEET INDEX

JT-1	JOINT TRENCH TITLE SHEET
JT-2	OVERALL
JT-3,4,5	JOINT TRENCH COMPOSITE
JT-6	JOINT TRENCH SECTIONS

123 Independence
Menlo Park, CA

The Sobrato Organization
599 Castro Street, Suite 400
Menlo Park, CA

Sheet Title:
OVERALL

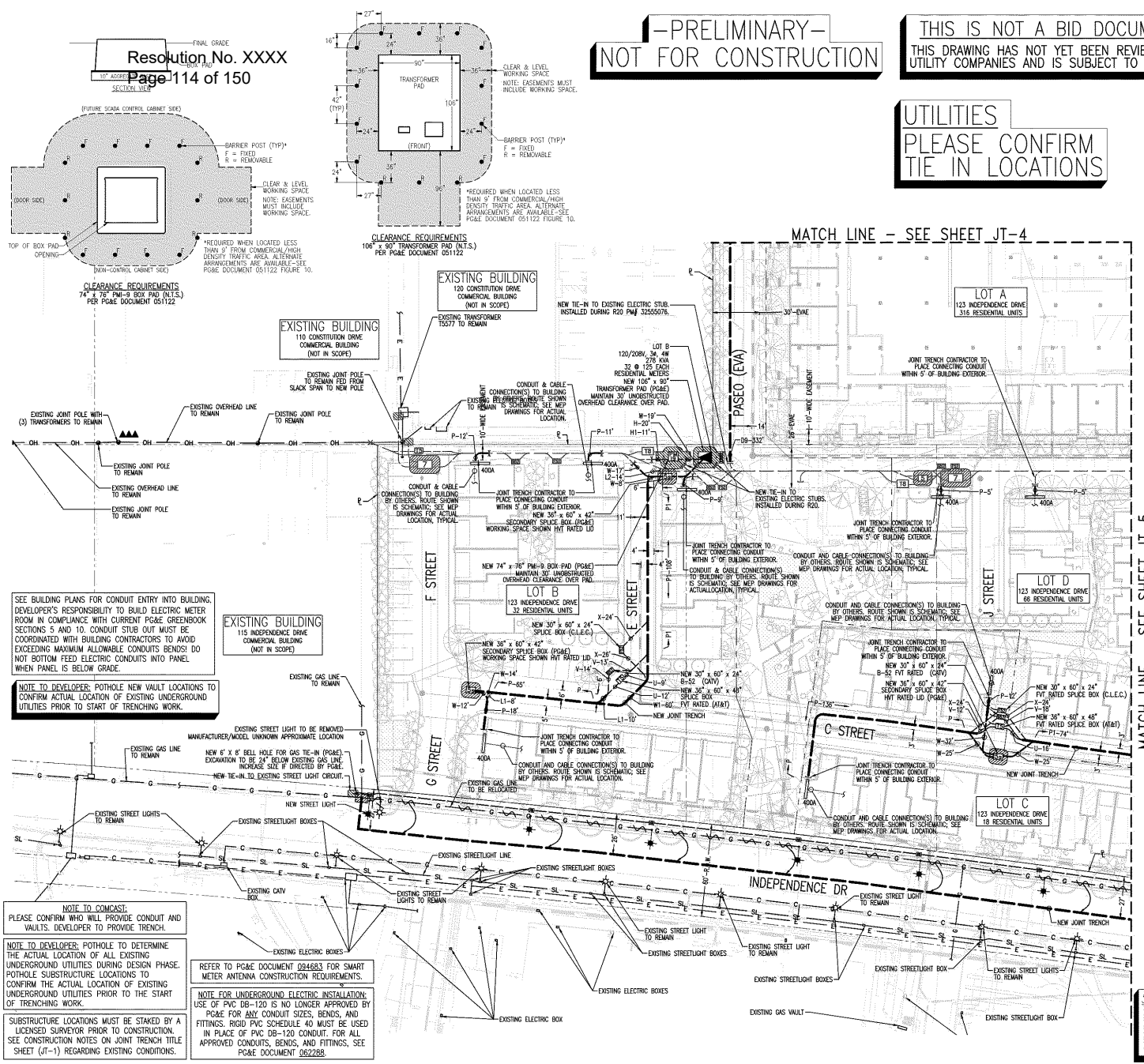
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Date: 06/13/2023
Scale: AS SHOWN
Drawn By: ME

Sheet No:
JT-2

**-PRELIMINARY-
NOT FOR CONSTRUCTION**

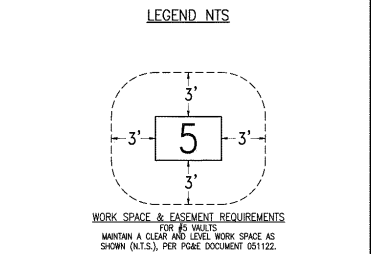
**THIS IS NOT A BID DOCUMENT
THIS DRAWING HAS NOT YET BEEN REVIEWED BY
UTILITY COMPANIES AND IS SUBJECT TO CHANGE.**

**NOTE TO CONTRACTOR:
FOR CONTRACTOR'S WORK RESPONSIBILITY,
REFER TO JOINT TRENCH TITLE SHEET (JT-1)**



LEGEND:

NEW	DESCRIPTION
	106' x 90' TRANSFORMER PAD (POBE) WITH BARRIER POSTS, WORKING SPACE SHOWN. MAINTAIN 30' UNSTRUCTURED OVERHEAD CLEARANCE OVER PAD.
	100' x 80' TRANSFORMER PADS (POBE) WITH BUS PACE, WORKING SPACE SHOWN. MAINTAIN 30' UNSTRUCTURED OVERHEAD CLEARANCE OVER PAD.
	74' x 76' PM-9 BOX PAD (POBE) WITH BARRIER POSTS, WORKING SPACE SHOWN. MAINTAIN 30' UNSTRUCTURED OVERHEAD CLEARANCE OVER PAD.
	4'-6\"/>
	3' x 5' x 3'-6\"/>
	72\"/>
	36' x 60' x 48\"/>
	30' x 60' x 24\"/>
	STREET LIGHT
	SPlice BOX 3-1/2\"/>
EXISTING	DESCRIPTION
	OVERHEAD LINE
	POLE
	36' x 60' x 48\"/>
	30' x 60' x 24\"/>
	STREET LIGHT
	SPlice BOX 3-1/2\"/>
	OVERHEAD LINE
	ELECTRIC LINE
	GAS LINE
	PHONE LINE
	CATV LINE
	FIBER OPTIC LINE
	JOINT POLE
	OVERHEAD LINE TO BE REWORKED JOINT POLE TO BE REMOVED
	OVERHEAD LINE TO BE RELOCATED JOINT POLE TO BE RELOCATED



SEE BUILDING PLANS FOR CONDUIT ENTRY INTO BUILDING. DEVELOPER'S RESPONSIBILITY TO BUILD ELECTRIC METER ROOM IN COMPLIANCE WITH CURRENT PG&E GREENBOOK SECTIONS 5 AND 10. CONDUIT STUB OUT MUST BE COORDINATED WITH BUILDING CONTRACTORS TO AVOID EXCEEDING MAXIMUM ALLOWABLE CONDUITS BENDS! DO NOT BOTTOM FEED ELECTRIC CONDUITS INTO PANEL WHEN PANEL IS BELOW GRADE.

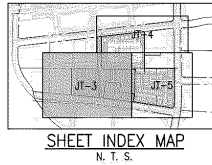
NOTE TO DEVELOPER: POT HOLE NEW VAULT LOCATIONS TO CONFIRM ACTUAL LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO START OF TRENCHING WORK.

NOTE TO CONTRACTOR:
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NOTE TO DEVELOPER: POT HOLE TO DETERMINE THE ACTUAL LOCATION OF ALL EXISTING UNDERGROUND UTILITIES DURING DESIGN PHASE. POT HOLE SUBSTRUCTURE LOCATIONS TO CONFIRM THE ACTUAL LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO THE START OF TRENCHING WORK.

NOTE FOR UNDERGROUND ELECTRIC INSTALLATION:
USE OF PVC 106-120 IS NO LONGER APPROVED BY PG&E FOR ANY CONDUIT SIZES, BENDS, AND FITTINGS. RIGID PVC SCHEDULE 40 MUST BE USED IN PLACE OF PVC 106-120 CONDUIT. FOR ALL APPROVED CONDUITS, BENDS, AND FITTINGS, SEE PG&E DOCUMENT 062288.

SUBSTRUCTURE LOCATIONS MUST BE STAKED BY A LICENSED SURVEYOR PRIOR TO CONSTRUCTION. SEE CONSTRUCTION NOTES ON JOINT TRENCH TITLE SHEET (JT-1) REGARDING EXISTING CONDITIONS.



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JT-1	JOINT TRENCH TITLE SHEET
JT-2	OVERALL
JT-3,4,5	JOINT TRENCH COMPOSITE
JT-6	JOINT TRENCH SECTIONS

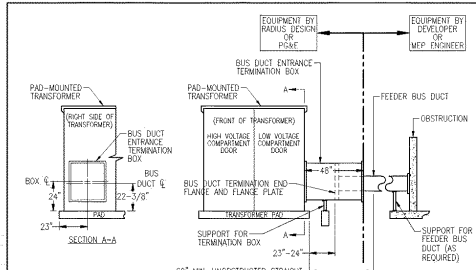


UTILITIES
 Resolution No. xxxxx - PRELIMINARY -
 PLEASE TIE IN LOCATIONS NOT FOR CONSTRUCTION
 Page 115 of 150

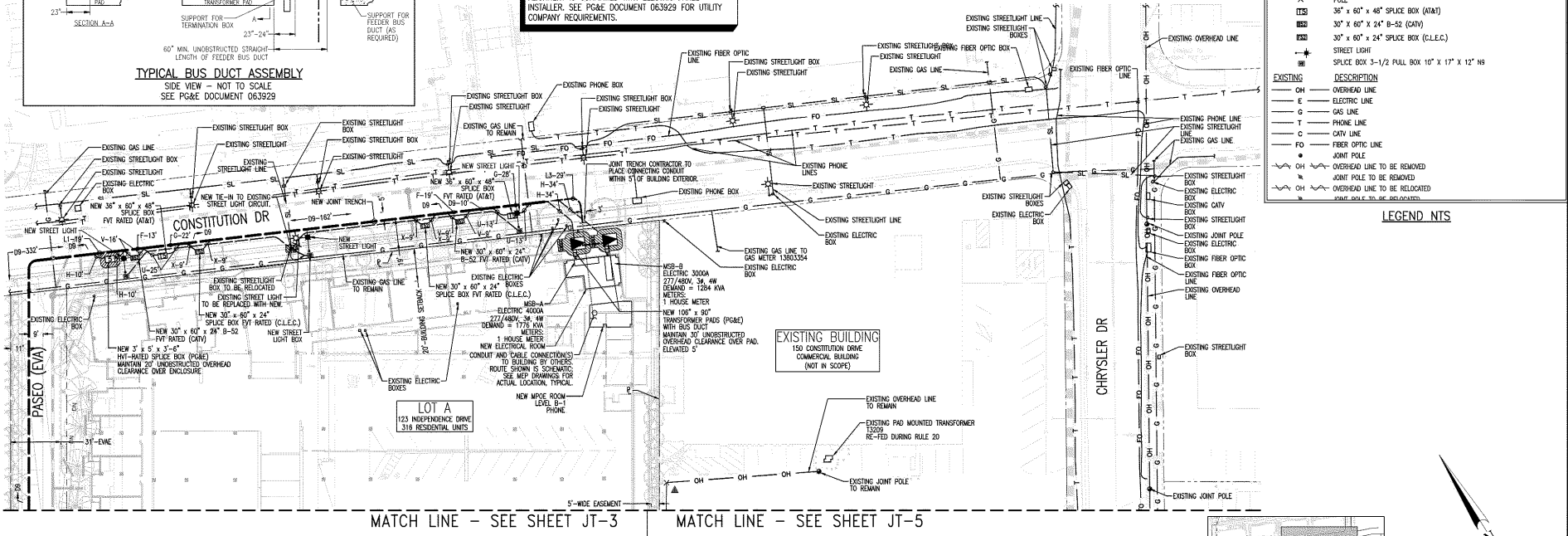
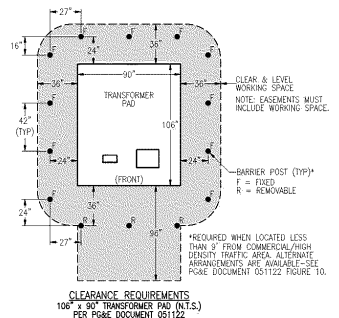
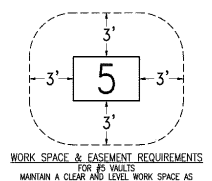
THIS IS NOT A BID DOCUMENT
 THIS DRAWING HAS NOT YET BEEN REVIEWED BY
 UTILITY COMPANIES AND IS SUBJECT TO CHANGE.

NOTE TO CONTRACTOR:
 FOR CONTRACTOR'S WORK RESPONSIBILITY,
 REFER TO JOINT TRENCH TITLE SHEET (JT-1)

RADIUS DESIGN, INC.
 UTILITY DESIGN CONSULTANTS & ENGINEERS
 1460 MARINA LANE, SUITE 100, OAKLAND, CA 94612
 (925) 764-2425



TRANSFORMER BUS DUCT TERMINATION; CAUTION!
 DO NOT INSTALL TRANSFORMER PAD UNTIL BUS DUCT
 ALIGNMENT IS CONFIRMED WITH ELECTRIC PANEL
 INSTALLER. SEE PG&E DOCUMENT 063929 FOR UTILITY
 COMPANY REQUIREMENTS.



LEGEND:

NEW	DESCRIPTION
[Symbol]	JOINT TRENCH
[Symbol]	106" x 90" TRANSFORMER PAD (PG&E) WITH BARRIER POSTS. WORKING SPACE SHOWN. MAINTAIN 30' UNOBSTRUCTED OVERHEAD CLEARANCE OVER PAD.
[Symbol]	106" x 90" TRANSFORMER PADS (PG&E) WITH BUS DUCT. WORKING SPACE SHOWN. MAINTAIN 30' UNOBSTRUCTED OVERHEAD CLEARANCE OVER PAD. ELEVATED 5'
[Symbol]	74" x 76" FM-9 BOX PAD (PG&E) WITH BARRIER POSTS. WORKING SPACE SHOWN. MAINTAIN 30' UNOBSTRUCTED OVERHEAD CLEARANCE OVER PAD.
[Symbol]	4'-0" x 8'-0" x 6" SPlice BOX (PG&E) WORKING SPACE SHOWN. MAINTAIN 20' UNOBSTRUCTED OVERHEAD CLEARANCE OVER ENCLOSURE.
[Symbol]	3' x 5' x 3'-6" SPlice BOX (PG&E) WORKING SPACE SHOWN. MAINTAIN 20' UNOBSTRUCTED OVERHEAD CLEARANCE OVER ENCLOSURE.
[Symbol]	72" x 36" JUNCTION PAD (PG&E) WITH BARRIER POSTS. WORKING SPACE SHOWN. MAINTAIN 30' UNOBSTRUCTED OVERHEAD CLEARANCE OVER PAD.
[Symbol]	6" x 8" BELL HOLE FOR GAS TIE-IN (PG&E). EXCAVATION TO BE 24" BELOW EXISTING GAS LINE. INCREASE SIZE IF DIRECTED BY PG&E.
(N)OH	OVERHEAD LINE
X	POLE
ITS	36" x 60" x 48" SPlice BOX (AT&T)
ITS	30" x 60" x 24" B-52 (CATV)
ITS	30" x 60" x 24" SPlice BOX (C.L.E.C.)
SL	STREET LIGHT
SB	SPlice BOX 3-1/2 PULL BOX 10" x 17" x 12" HS
EXISTING	DESCRIPTION
OH	OVERHEAD LINE
E	ELECTRIC LINE
G	GAS LINE
T	PHONE LINE
C	CATV LINE
FO	FIBER OPTIC LINE
JP	JOINT POLE
OH	OVERHEAD LINE TO BE REMOVED
OH	OVERHEAD LINE TO BE RELOCATED
OH	JOINT POLE TO BE RELOCATED

LEGEND NTS

NOTE TO COMCAST:
 PLEASE CONFIRM WHO WILL PROVIDE CONDUIT AND VULTS. DEVELOPER TO PROVIDE TRENCH.

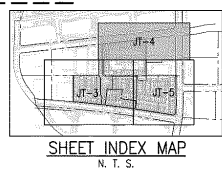
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SUBSTRUCTURE LOCATIONS MUST BE STAKED BY A LICENSED SURVEYOR PRIOR TO CONSTRUCTION. SEE CONSTRUCTION NOTES ON JOINT TRENCH TITLE SHEET (JT-1) REGARDING EXISTING CONDITIONS.

REFER TO PG&E DOCUMENT 094683 FOR SMART METER ANTENNA CONSTRUCTION REQUIREMENTS.

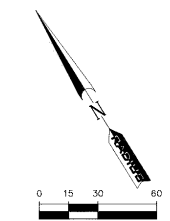
NOTE FOR UNDERGROUND ELECTRIC INSTALLATION:
 USE OF PVC 10-120 IS NO LONGER APPROVED BY PG&E FOR ANY CONDUIT SIZES, BENDS, AND FITTINGS. RIGID PVC SCHEDULE 40 MUST BE USED IN PLACE OF PVC 10-120 CONDUIT. FOR ALL APPROVED CONDUITS, BENDS, AND FITTINGS, SEE PG&E DOCUMENT 062288.

SEE BUILDING PLANS FOR CONDUIT ENTRY INTO BUILDING. DEVELOPER'S RESPONSIBILITY TO BUILD ELECTRIC METER ROOM IN COMPLIANCE WITH CURRENT PG&E GREENBOOK SECTIONS 5 AND 10. CONDUIT STUB OUT MUST BE COORDINATED WITH BUILDING CONTRACTORS TO AVOID EXCEEDING MAXIMUM ALLOWABLE CONDUITS BENDS. DO NOT BOTTOM FEED ELECTRIC CONDUITS INTO PANEL WHEN PANEL IS BELOW GRADE.



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JT-2	OVERALL
JT-3,4,5	JOINT TRENCH COMPOSITE
JT-6	JOINT TRENCH SECTIONS



123 Independence
 Menlo Park, CA

The Sobrato Organization
 599 Castro Street, Suite 400
 Mountain View, CA

Sheet Title:
JOINT TRENCH INTENT

Job No. 20004
 Date: 06/13/2023
 Scale: AS SHOWN
 Drawn By: ME

Sheet No:
JT-4

Resolution No. xxxxx
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SEE BUILDING PLANS FOR CONDUIT ENTRY INTO BUILDING.
 DEVELOPER'S RESPONSIBILITY TO BUILD ELECTRIC METER ROOM IN COMPLIANCE WITH CURRENT PG&E GREENBOOK SECTIONS 5 AND 10. CONDUIT STUB OUT MUST BE COORDINATED WITH BUILDING CONTRACTORS TO AVOID EXCEEDING MAXIMUM ALLOWABLE CONDUITS BENDS. DO NOT BOTTOM FEED ELECTRIC CONDUITS INTO PANEL WHEN PANEL IS BELOW GRADE.

NOTE TO CONTRACTOR:
FOR CONTRACTOR'S WORK RESPONSIBILITY,
REFER TO JOINT TRENCH TITLE SHEET (JT-1)



UTILITY DESIGN CONSULTANTS & ENGINEERS
 1460 MARINA LANE, SUITE 100, OAKLAND, CA 94612
 TEL: (925) 764-2422

123 Independence
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 Mountain View, CA

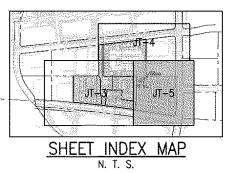
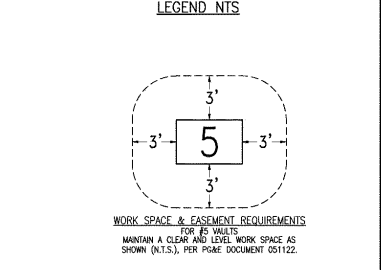
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JOINT TRENCH INTENT

Job No. 20004
 Date: 06/13/2023
 Scale: AS SHOWN
 Drawn By: ME

Sheet No:
JT-5

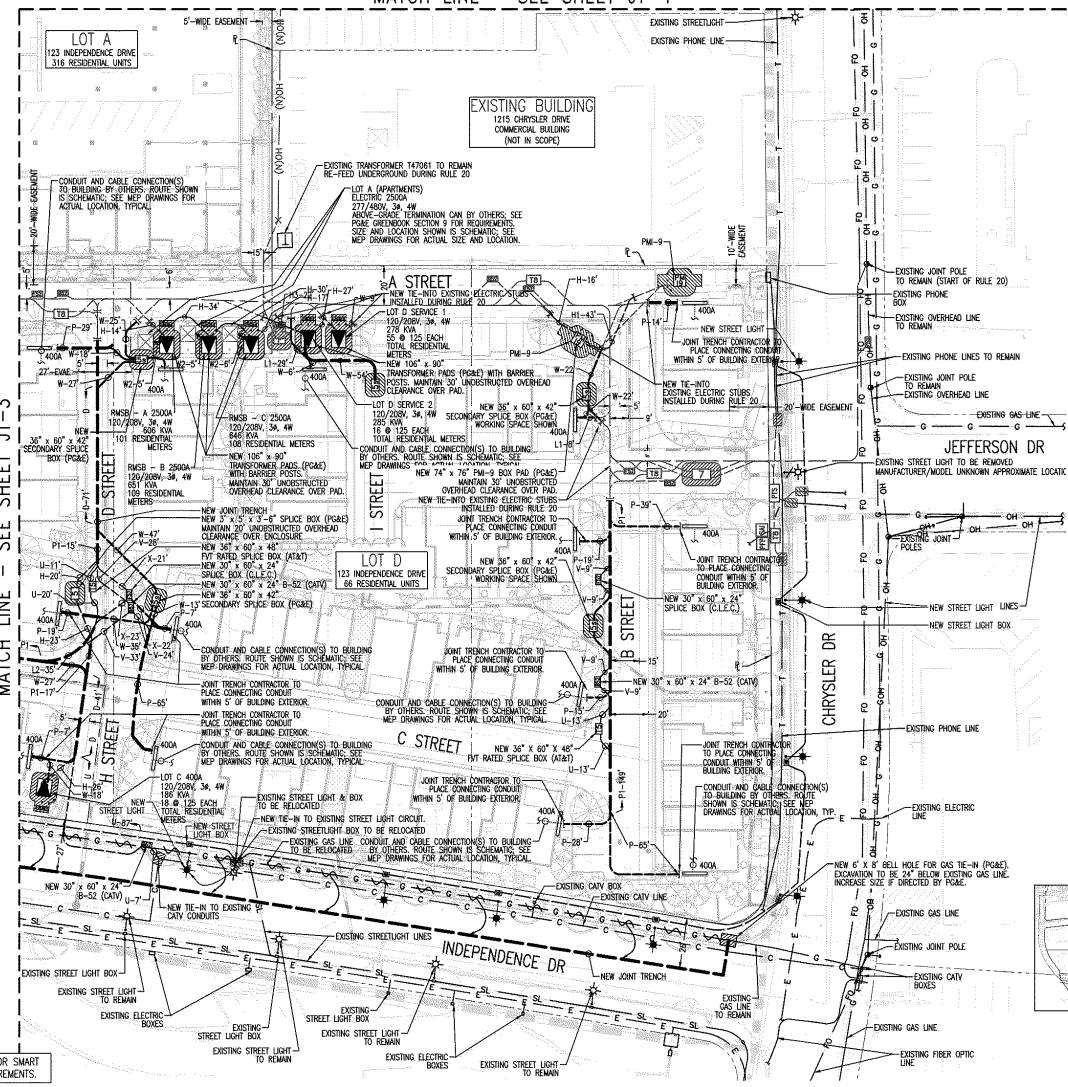
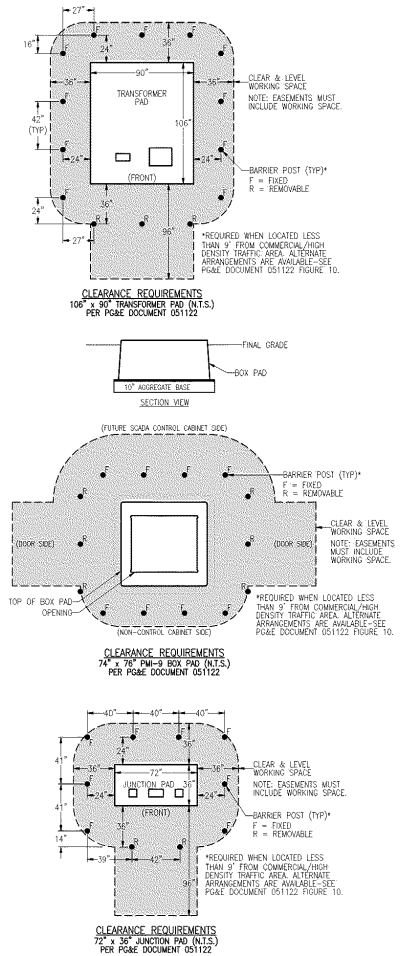
LEGEND:

NEW	DESCRIPTION
	106" x 90" TRANSFORMER PAD (PG&E) WITH BARRIER POSTS. WORKING SPACE SHOWN. MAINTAIN 30' UNOBSTRUCTED OVERHEAD CLEARANCE OVER PAD.
	106" x 90" TRANSFORMER PADS (PG&E) WITH BARRIER POSTS. WORKING SPACE SHOWN. MAINTAIN 30' UNOBSTRUCTED OVERHEAD CLEARANCE OVER PAD.
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	4'-4" x 8'-4" x 6" SPlice BOX (PG&E) WORKING SPACE SHOWN. MAINTAIN 30' UNOBSTRUCTED OVERHEAD CLEARANCE OVER PAD.
	3' x 5' x 3'-6" SPlice BOX (PG&E) WORKING SPACE SHOWN. MAINTAIN 30' UNOBSTRUCTED OVERHEAD CLEARANCE OVER ENCLOSURE.
	72" x 36" JUNCTION PAD (PG&E) WITH BARRIER POSTS. WORKING SPACE SHOWN. MAINTAIN 30' UNOBSTRUCTED OVERHEAD CLEARANCE OVER PAD.
	6' x 8' BELL HOLE FOR GAS TIE-IN (PG&E). EXCAVATION TO BE 24" BELOW EXISTING GAS LINE. INCREASE SIZE IF DIRECTED BY PG&E.
(N)OH	OVERHEAD LINE
X	POLE
IT3	36" x 60" x 48" SPlice BOX (AT&T)
IT2	30" x 60" x 24" B-52 (CATV)
IT1	30" x 60" x 24" SPlice BOX (G.L.E.C.)
SL	STREET LIGHT
SB	SPlice BOX 3-1/2" PULL BOX 10" x 17" x 12" HS
EXISTING	DESCRIPTION
OH	OVERHEAD LINE
E	ELECTRIC LINE
G	GAS LINE
T	PHONE LINE
C	CATV LINE
FO	FIBER OPTIC LINE
J	JOINT POLE
OH	OVERHEAD LINE TO BE RELOCAED
OH	JOINT POLE TO BE RELOCAED
OH	OVERHEAD LINE TO BE RELOCAED



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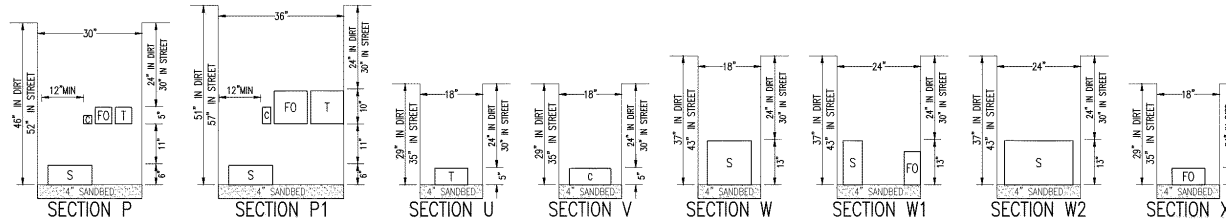
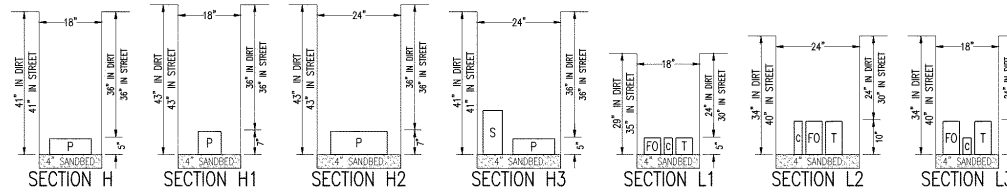
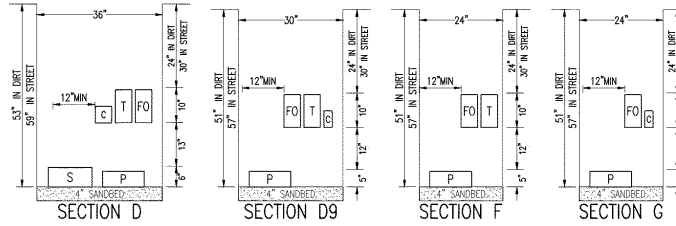
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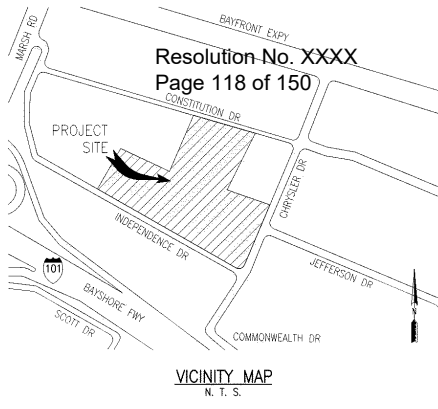
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NOTE TO DEVELOPER: POT HOLE NEW VAULT LOCATIONS TO CONFIRM ACTUAL LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO START OF TRENCHING WORK.



SECTION	G	T	C	S	P	OTHER
E**	X	X	X	X	X	
F**	X	X	X	X	X	
G**	X	X	X	X	X	
H**	X	X	X	X	X	
I**	X	X	X	X	X	
J**	X	X	X	X	X	
K**	X	X	X	X	X	
L**	X	X	X	X	X	
M**	X	X	X	X	X	
N**	X	X	X	X	X	
O**	X	X	X	X	X	
P**	X	X	X	X	X	
Q**	X	X	X	X	X	
R**	X	X	X	X	X	
S**	X	X	X	X	X	
T**	X	X	X	X	X	
U**	X	X	X	X	X	
V**	X	X	X	X	X	
W**	X	X	X	X	X	
X**	X	X	X	X	X	
Y**	X	X	X	X	X	
Z**	X	X	X	X	X	
AA**	X	X	X	X	X	
AB**	X	X	X	X	X	
AC**	X	X	X	X	X	
AD**	X	X	X	X	X	
AE**	X	X	X	X	X	
AF**	X	X	X	X	X	
AG**	X	X	X	X	X	
AH**	X	X	X	X	X	
AI**	X	X	X	X	X	
AJ**	X	X	X	X	X	
AK**	X	X	X	X	X	
AL**	X	X	X	X	X	
AM**	X	X	X	X	X	
AN**	X	X	X	X	X	
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AQ**	X	X	X	X	X	
AR**	X	X	X	X	X	
AS**	X	X	X	X	X	
AT**	X	X	X	X	X	
AU**	X	X	X	X	X	
AV**	X	X	X	X	X	
AW**	X	X	X	X	X	
AX**	X	X	X	X	X	
AY**	X	X	X	X	X	
AZ**	X	X	X	X	X	
BA**	X	X	X	X	X	
BB**	X	X	X	X	X	
BC**	X	X	X	X	X	
BD**	X	X	X	X	X	
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BJ**	X	X	X	X	X	
BK**	X	X	X	X	X	
BL**	X	X	X	X	X	
BM**	X	X	X	X	X	
BN**	X	X	X	X	X	
BO**	X	X	X	X	X	
BP**	X	X	X	X	X	
BQ**	X	X	X	X	X	
BR**	X	X	X	X	X	
BS**	X	X	X	X	X	
BT**	X	X	X	X	X	
BU**	X	X	X	X	X	
BV**	X	X	X	X	X	
BW**	X	X	X	X	X	
BX**	X	X	X	X	X	
BY**	X	X	X	X	X	
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CA**	X	X	X	X	X	
CB**	X	X	X	X	X	
CC**	X	X	X	X	X	
CD**	X	X	X	X	X	
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CI**	X	X	X	X	X	
CJ**	X	X	X	X	X	
CK**	X	X	X	X	X	
CL**	X	X	X	X	X	
CM**	X	X	X	X	X	
CN**	X	X	X	X	X	
CO**	X	X	X	X	X	
CP**	X	X	X	X	X	
CQ**	X	X	X	X	X	
CR**	X	X	X	X	X	
CS**	X	X	X	X	X	
CT**	X	X	X	X	X	
CU**	X	X	X	X	X	
CV**	X	X	X	X	X	
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DC**	X	X	X	X	X	
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DF**	X	X	X	X	X	
DG**	X	X	X	X	X	
DH**	X	X	X	X	X	
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DJ**	X	X	X	X	X	
DK**	X	X	X	X	X	
DL**	X	X	X	X	X	
DM**	X	X	X	X	X	
DN**	X	X	X	X	X	
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DQ**	X	X	X	X	X	
DR**	X	X	X	X	X	
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DT**	X	X	X	X	X	
DU**	X	X	X	X	X	
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DX**	X	X	X	X	X	
DY**	X	X	X	X	X	
DZ**	X	X	X	X	X	
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EB**	X	X	X	X	X	
EC**	X	X	X	X	X	
ED**	X	X	X	X	X	
EE**	X	X	X	X	X	
EF**	X	X	X	X	X	
EG**	X	X	X	X	X	
EH**	X	X	X	X	X	
EI**	X	X	X	X	X	
EJ**	X	X	X	X	X	
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EL**	X	X	X	X	X	
EM**	X	X	X	X	X	
EN**	X	X	X	X	X	
EO**	X	X	X	X	X	
EP**	X	X	X	X	X	
EQ**	X	X	X	X	X	
ER**	X	X	X	X	X	
ES**	X	X	X	X	X	
ET**	X	X	X	X	X	
EU**	X	X	X	X	X	
EV**	X	X	X	X	X	
EW**	X	X	X	X	X	
EX**	X	X	X	X	X	
EY**	X	X	X	X	X	
EZ**	X	X	X	X	X	
FA**	X	X	X	X	X	
FB**	X	X	X	X	X	
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FE**	X	X	X	X	X	
FF**	X	X	X	X	X	
FG**	X	X	X	X	X	
FH**	X	X	X	X	X	
FI**	X	X	X	X	X	
FJ**	X	X	X	X	X	
FK**	X	X	X	X	X	
FL**	X	X	X	X	X	
FM**	X	X	X	X	X	
FN**	X	X	X	X	X	
FO**	X	X	X	X	X	
FP**	X	X	X	X	X	
FQ**	X	X	X	X	X	
FR**	X	X	X	X	X	
FS**	X	X	X	X	X	
FT**	X	X	X	X	X	
FU**	X	X	X	X	X	
FV**	X	X	X	X	X	
FW**	X	X	X	X	X	
FX**	X	X	X	X	X	
FY**	X	X	X	X	X	
FZ**	X	X	X	X	X	
GA**	X	X	X	X	X	
GB**	X	X	X	X	X	
GC**	X	X	X	X	X	
GD**	X	X	X	X	X	
GE**	X	X	X	X	X	
GF**	X	X	X	X	X	
GG**	X	X	X	X	X	
GH**	X	X	X	X	X	
GI**	X	X	X	X	X	
GJ**	X	X	X	X	X	
GK**	X	X	X	X	X	
GL**	X	X	X	X	X	
GM**	X	X	X	X	X	
GN**	X	X	X	X	X	
GO**	X	X	X	X	X	
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GU**	X	X	X	X	X	
GV**	X	X	X	X	X	
GW**	X	X	X	X	X	
GX**	X	X	X	X	X	
GY**	X	X	X	X	X	
GZ**	X	X	X	X	X	
HA**	X	X	X	X	X	
HB**	X	X	X	X	X	
HC**	X	X	X	X	X	
HD**	X	X	X	X	X	
HE**	X	X	X	X	X	
HF**	X	X	X	X	X	
HG**	X	X	X	X	X	
HH**	X	X	X	X	X	
HI**	X	X	X	X	X	
HJ**	X	X	X	X	X	
HK**	X	X	X	X	X	
HL**	X	X	X	X	X	
HM**	X	X	X	X	X	
HN**	X	X	X	X	X	
HO**	X	X	X	X	X	
HP**	X	X	X	X	X	
HQ**	X	X	X	X	X	
HR**	X	X	X	X	X	
HS**	X	X	X	X	X	
HT**	X	X	X	X	X	
HU**	X	X	X	X	X	
HV**	X	X	X	X	X	
HW**	X	X	X	X	X	
HX**	X	X	X	X	X	
HY**	X	X	X	X	X	
HZ**	X	X	X	X	X	
IA**	X	X	X	X	X	
IB**	X	X	X	X	X	
IC**	X	X	X	X	X	
ID**	X	X	X	X	X	
IE**	X	X	X	X	X	
IF**	X	X	X	X	X	
IG**	X	X	X	X	X	
IH**	X	X	X	X	X	
II**	X	X	X	X	X	
IJ**	X	X	X	X	X	
IK**	X	X	X	X	X	
IL**	X	X	X	X	X	
IM**	X	X	X	X	X	
IN**	X	X	X	X	X	
IO**	X	X	X	X	X	
IP**	X	X	X	X	X	
IQ**	X	X	X	X	X	
IR**	X	X	X	X	X	
IS**	X	X	X	X	X	
IT**	X	X	X	X	X	
IU**	X	X	X	X	X	
IV**	X	X	X	X	X	
IW**	X	X	X	X	X	
IX**	X	X	X	X	X	
IY**	X	X	X	X	X	
IZ**	X	X	X	X	X	
JA**	X	X	X	X	X	
JB**	X	X	X	X	X	
JC**	X	X	X	X	X	
JD**	X	X	X	X	X	
JE**	X	X	X	X	X	
JF**	X	X	X	X	X	
JG**	X	X	X	X	X	
JH**	X	X	X	X	X	
JI**	X	X	X	X	X	
JJ**	X	X	X	X	X	
JK**	X	X	X	X	X	
JL**	X	X	X	X	X	
JM**	X	X	X	X	X	
JN**	X	X	X	X	X	
JO**	X	X	X	X	X	
JP**	X	X	X	X	X	
JQ**	X	X	X	X	X	
JR**	X	X	X	X	X	
JS**	X	X	X	X	X	
JT**	X	X	X	X	X	
JU**	X	X	X	X	X	
JV**	X	X	X	X	X	
JW**	X	X	X	X	X	
JX**	X	X	X	X	X	
JY**	X	X	X	X	X	
JZ**	X	X	X	X	X	
KA**	X	X	X	X	X	
KB**	X	X	X	X	X	
KC**	X	X	X	X	X	
KD**	X	X	X	X	X	
KE**	X	X	X	X	X	
KF**	X	X	X	X	X	
KG**	X	X	X	X	X	
KH**	X	X	X	X	X	
KI**						



Resolution No. XXXX
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VICINITY MAP
N. T. S.

WORK RESPONSIBILITY
JOINT TRENCH

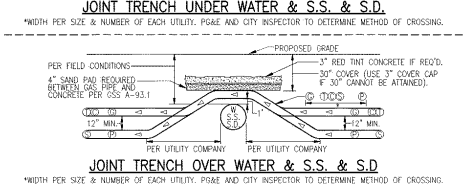
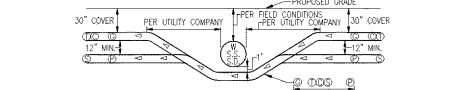
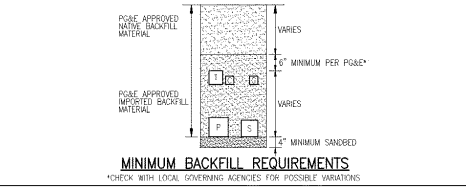
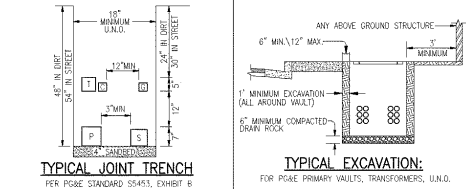
- ENCIMATE & BACKFILL.....
- PG&E ELECTRIC CABLE.....
- ELECTRIC CONDUIT.....
- ELECTRIC BOXES.....
- ELECTRIC PADS.....
- ELECTRIC TRANSFORMERS.....
- ELECTRIC INTERRUPTERS.....
- PG&E ELECTRIC SWITCHES.....
- TELEPHONE CONDUIT.....
- TELEPHONE CABLE.....
- TELEPHONE SPICE BOXES.....
- TELEPHONE S&I PADS.....
- C&T.V. CONDUIT.....
- C&T.V. SPICE BOXES.....
- C.I.E.C. FIBER CONDUIT.....
- C.I.E.C. FIBER SPICE BOXES.....

● WORK TO BE PERFORMED BY THE RESPECTIVE CONTRACTOR & UTILITY COMPANIES
 ◎ ASSUME CONTRACTOR RESPONSIBILITY UNLESS OTHERWISE SPECIFIED
 ○ NOT APPLICABLE UNLESS OTHERWISE SPECIFIED
 * NOTE: TO PULL CABLE INTO ENERGIZED ENCLOSURES
 ** REFER TO A MORE DETAILED WORK RESPONSIBILITY BREAKDOWN, SEE CORRESPONDING MATERIAL LIST.

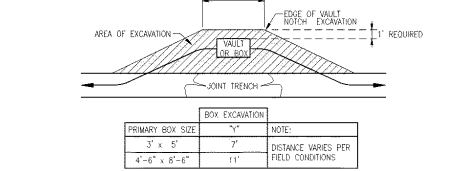
THESE PLANS WERE PREPARED IN CONJUNCTION WITH THE FOLLOWING PLANS:

DESCRIPTION	DATE	STATUS
C&T.V. IMPROVEMENT PLANS/GRADING PLANS	01-11-2022	PRELIMINARY
STRUCTURAL/ELECTRICAL FILE	06-06-2021	PRELIMINARY
APPLICANT DESIGN (GAS)	N/A	N/A
APPLICANT DESIGN (ELECTRIC)	07-01-2022	PRELIMINARY
TELEPHONE	07-06-2022	PRELIMINARY
C&T.V.	07-06-2022	PRELIMINARY
C.I.E.C.	07-06-2022	PRELIMINARY
LANDSCAPE	03-17-2022	PRELIMINARY
LIGHT LOCATIONS	08-25-2022	PRELIMINARY

RADIUS DESIGN is not responsible for any
 submittal changes or approvals.
 OTHER UTILITIES SHOWN ARE APPROXIMATE AND BASED ON FIELD SURVEY AND AVAILABLE UTILITY INFORMATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE ACTUAL LOCATION AND EXISTENT UTILITIES PRIOR TO THE COMMENCEMENT OF WORK. PHYSICAL VERIFICATION OF UTILITY LOCATIONS SHALL BE PERFORMED BY CAREFUL PROBING OR HAND DIGGING IN ACCORDANCE WITH ARTICLE 6 OF THE CALIFORNIA CONSTRUCTION SAFETY ORDERS.



NOTE: TRENCH DEPTH NOT TO EXCEED 5' UNLESS APPROVED BY PG&E INSPECTOR. IN NO CASE SHOULD PLASTIC GAS PIPE BE INSTALLED AT A DEPTH GREATER THAN 10' UNLESS APPROVED BY PG&E SENIOR GAS ENGINEER.
 TRENCHING CONTRACTOR SHALL NOT ASSUME THAT EITHER OF THE ABOVE DETAILS WILL BE ACCEPTABLE TO PG&E. YOU ARE REQUIRED TO CONTACT THE LOCAL PG&E ENGINEERING OFFICE WITH ANY ISSUE RELATING TO COVERS LESS THAN MINIMUM OR COVERS REQUIRING SHORING. CONCRETE CAPTING IS ONLY ACCEPTABLE WHERE NO OTHER SOLUTION IS POSSIBLE AND ONLY WHEN CERTAIN CRITERIA ARE MET AND ONLY WITH PG&E APPROVAL.



ELECTRIC CONDUIT MINIMUM BEND RADIUS

CONDUIT DIAMETER	VERTICAL RADIUS	HORIZONTAL RADIUS
3"	24"	36"
4"	36"	54"
6"	54"	81"

NOTE: 316" MAX BENDS IN ANY SECONDARY CONDUIT RUN 200" OR LESS.
 300" MAX BENDS IN ANY PRIMARY CONDUIT RUN.

TYPICAL GAS METER REQUIREMENTS*

METER TYPE	LOAD (SQFT)	DELIVERY PRESSURE (PSIG)	PAD SIZE (INCHES)	MIN. WIDTH REQUIRED FOR METER (INCHES)	DISTANCE FROM RISER TO FINISHED WALL (INCHES)	MIN. HOUSING TUB OUT (INCHES)
TYPICAL	0-500	0.25	N/A UNLESS USING FLEX-HOSE METERS	24	6 TO 9	4
400 TO 1000	351-1,400	0.25	N/A UNLESS USING FLEX-HOSE METERS	30	6 TO 9	6
1.5M OR 3M ROTARY	2001-2,400	APPROVED BY PG&E	40 X 36 X 4	52	20	VARIABLES
5M OR 7M ROTARY	3,001-7,000	APPROVED BY PG&E	78 X 36 X 4	90	20	VARIABLES
11M OR 70M ROTARY	7,001-16,000	APPROVED BY PG&E	94 X 36 X 4	106	20	VARIABLES

*ACTUAL METER-SET CONFIGURATIONS MAY VARY DEPENDING ON FIELD CONDITIONS AND RESTRICTIONS. FOR GAS METER DETAILS, SEE SECTION 2 OF CURRENT ELECTRIC & GAS SERVICE REQUIREMENTS GREENBOOK BY PG&E. PG&E STANDARD METER SPACING REQUIREMENTS DO NOT INCLUDE CLEARANCE FOR EARTHQUAKE VALVES OR OTHER ADDITIONAL SAFETY EQUIPMENT. SEE NOTE 17 UNDER GENERAL NOTES ON SHEET JT-1.
 **DELIVERY PRESSURE TO BE CONFIRMED VIA FOLLOWING PLUMBING AND MECHANICAL PLANS. PG&E MAINTAINS SOLE AUTHORITY TO DETERMINE IF THE ELIMATED DELIVERY-PRESSURE SERVICE IS AVAILABLE AT A SPECIFIC LOCATION.

GENERAL NOTES:

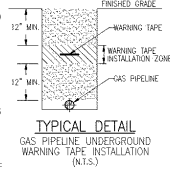
- JOINT TRENCH MUST BE INSTALLED ENTIRELY WITHIN AN EASEMENT. EASEMENTS FOR JOINT TRENCH SERVICE LATERALS WITHIN PROJECT OR PRIVATE PROPERTY ARE AT THE DISCRETION OF THE UTILITY COMPANIES.
- ALL DEPTHS AND RESULTING COVER REQUIREMENTS ARE MEASURED FROM FINAL GRADE.
- COVER, CLEARANCES, AND SEPARATION SHALL BE AS GREAT AS PRACTICABLE UNDER THE CIRCUMSTANCES, BUT UNDER NO CIRCUMSTANCES SHALL BE LESS THAN THE MINIMUM COVER, CLEARANCES AND SEPARATION REQUIREMENTS SET FORTH IN GENERAL NOTES 15 AND 16 AND 18, 19, 20, 21, AND 22. ALL JOINT TRENCH AND TRENCH FACILITIES SHALL BE ANCHORED IN PLACE PRIOR TO COMPACTION, OR OTHER MEANS SHALL BE TAKEN TO ENSURE NO MOTION OF THE FACILITIES. DIMENSIONAL REQUIREMENTS FOR SHORING AND BACKFILLING SHALL BE DETERMINED SUBSEQUENT TO COMPACTION.
- TRENCH DIMENSIONS SHOWN ARE TYPICAL. TRENCH SIZES AND CONFIGURATIONS MAY VARY DEPENDING UPON OCCUPANCY AND/OR FIELD CONDITIONS. TRENCH SIZE AND CONFIGURATION MUST AT ALL TIMES BE CONSTRUCTED IN A MANNER THAT ENSURES PROPER CLEARANCES AND COVER REQUIREMENTS ARE MET. ANY CHANGE TO THE TRENCH WIDTH AND CONFIGURATIONS AS SHOWN SHALL BE APPROVED BY PG&E PRIOR TO THE START OF CONSTRUCTION.
- IT IS REFERRED TO HAVE NON-POLE OWNED STREETLIGHTS AT A LEVEL OTHER THAN THE GAS OR ELECTRIC LEVEL. NON-POLE OWNED STREETLIGHTS MAY BE AT THE ELECTRIC LEVEL OF THE TRENCH AS LONG AS MINIMUM CLEARANCES ARE MAINTAINED AND THE STREETLIGHTS ARE INSTALLED AT A SEPARATE JOINT TRENCH WITH A SECOND ELECTRIC UTILITY.
- NON-UTILITY FACILITIES ARE NOT ALLOWED IN ANY JOINT UTILITY TRENCH, E.G., IRRIGATION CONTROL LINES, BUILDING FIRE ALARM SYSTEMS, PRIVATE TELEPHONE SYSTEMS, OUTDOOR ELECTRICAL CABLE, ETC.
- WHEN COMMUNICATION DUCTS ARE INSTALLED, A MINIMUM OF 12" RIGID SEPARATION SHALL BE MAINTAINED FROM GAS FACILITIES. EXCEPTION: WITH MUTUAL AGREEMENT, WHEN A 4-INCH DIAMETER OR SMALLER GAS PIPE IS INSTALLED, THE SEPARATION MAY BE REDUCED TO NOT LESS THAN 6" AND TO NOT EXCEED THIS REQUIREMENT.
- PROVIDE SEPARATION FROM TRENCH WALL AND OTHER FACILITIES SUFFICIENT TO ENSURE PROPER COMPACTION.
- MAINTAIN PROPER SEPARATION BETWEEN PG&E FACILITIES AND "WET" UTILITY LINES AS DESCRIBED IN LO 50 STANDARD 52423. THE MINIMUM ALLOWABLE HORIZONTAL SEPARATION BETWEEN COMPANY FACILITIES AND "WET" FACILITIES IS 3" WITH A MINIMUM OF 18" VERTICAL SEPARATION. SEPARATION BETWEEN "WET" UTILITIES AND COMPANY DRY FACILITIES, IF A 3" HORIZONTAL SEPARATION CANNOT BE ATTAINED BETWEEN "WET" UTILITIES AND COMPANY DRY FACILITIES, A VARIANCE MAY BE REQUESTED BY THE LOCAL INSPECTION SUPERVISOR AND SUBMITTED TO THE SERVICE PLANNING SUPPORT PROGRAM MANAGER AT APPROVAL. SEPARATIONS OF 1" OR LESS ARE NOT PERMITTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPANY MAY ADOPT TO HAVE THE MINIMUM 1" SEPARATION REQUIREMENT AT THE REQUEST OF AN APPLICANT IF WARRANTED AND THE NEED IS SHOWN BY THE REQUEST FOR A VARIANCE MUST:
- BE MADE IN WRITING AND SUBMITTED TO THE COMPANY ADE DURING THE PLANNING AND DESIGN PHASE OF THE PROJECT.
- CLEARLY DESCRIBE THE CONDITIONS NECESSITATING THE VARIANCE.
- INCLUDE A PROPOSED DESIGN, AND INCLUDE A DESIGN FOR A BARRIER BETWEEN THE "WET" UTILITIES AND COMPANY DRY FACILITIES IN THE EVENT THAT THE BARRIER IS NOT MAINTAINED DURING THE LIFE OF THE PROJECT. ADDITIONAL SAMPLES MUST BE TAKEN IF EXISTING SOIL CONDITIONS CHANGE AND ARE TO BE TAKEN AT THE DISCRETION OF THE PG&E REPRESENTATIVE ON SITE.
- THE SOILS MUST NOT CONTAIN ANY ROCKS THAT HAVE SHARP EDGES OR THAT MAY OTHERWISE BE ABRAISIVE.
- THE SOILS MUST NOT EXCEED 1/2" MINUS AND/OR WHERE GAS IS TO BE PLACED AT THE BOTTOM OF A TRENCH IN FACILITIES THAT EXCEED 1/2" MINUS COVER OR WHERE THE BOTTOM OF A TRENCH IS CONSIDERED TO CONSIST OF HARD PAN, IMPROVED 1/2" MINUS IMPORT MATERIAL SHALL BE USED FOR SHADING AND/OR BEDDING OF GAS FACILITIES.
- PG&E APPROVED IMPORT MATERIAL IS PER COT ENGINEERING GUIDELINE 4133.
- A LEVELING COURSE IS REQUIRED FOR GAS FACILITIES. THE USE OF NATIVE SOILS IS PREFERRED, BUT IF 1/2" MINUS MATERIAL IS NOT AVAILABLE WITH THE NATIVE SOILS, THE CONTRACTOR SHALL USE PG&E APPROVED IMPORT MATERIALS IS REQUIRED. BEDDING UNDER GAS FACILITIES WILL BE A MINIMUM OF 2" OF COMPACTED 1/2" MINUS NATIVE SOILS OR 2" OF COMPACTED 1/2" MINUS IMPORT MATERIAL. REFER TO NOTE 12. THIS APPLIES TO LEVELING COURSES AS WELL AS SHADINGS.
- THE MINIMUM P&E APPROVED BEDDING MATERIAL MAY BE INCREASED AT THE DISCRETION OF PG&E WHEN WARRANTED BY EXISTING FIELD CONDITIONS (E.G., ROCKY SOILS, HARD PAN, ETC.).
- THE USE OF ANY IMPORT MATERIAL, BACKFILLING PURPOSES SHALL BE LIMITED TO THOSE SITUATIONS WHEN NATIVE SOILS DO NOT ALLOW FOR REQUIRED COMPACTION.
- THE APPLICANT IS RESPONSIBLE FOR THE REMOVAL OF EXCESS SPOIL AND ASSOCIATED COSTS.
- SEPARATION BETWEEN GAS FACILITIES AND ELECTRIC FACILITIES MAY BE REDUCED TO 6" WHEN CROSSING.
- SERVICE SADDLES ARE THE PREFERRED SERVICE FITNESS FOR USE THROUGHOUT THE JOINT TRENCH PROJECT. ALL CLEARANCES, SEPARATION, AND COVER REQUIREMENTS ARE MAINTAINED.
- CONTRACTOR TO INCREASE METER SPACING AS NECESSARY WHEN EARTHQUAKE VALVES OR OTHER ADDITIONAL SAFETY EQUIPMENT ARE REQUIRED. EARTHQUAKE VALVES ARE REQUIRED IN SOME AREAS AND ARE NOT PART OF PG&E/RADIUS SCOPE. THIS INFORMATION CAN BE FOUND ON BUILDING MECHANICAL ENGINEER'S PLANS. PG&E STANDARD METER SPACING REQUIREMENTS DO NOT INCLUDE CLEARANCE FOR EARTHQUAKE VALVES.

TRANSFORMER CLEARANCE REQUIREMENTS:

- ABOVE ANY THREE PHASE PAD-MOUNTED TRANSFORMER LOCATION (EXCEPT WITH THREE PHASE), MAINTAIN 30" MINIMUM UNOBSTRUCTED OVERHEAD CLEARANCE OVER TRANSFORMER PAD.
- ABOVE ANY OTHER TRANSFORMER LOCATION, MAINTAIN 20" MINIMUM UNOBSTRUCTED OVERHEAD CLEARANCE OVER TRANSFORMER VAULT/PAD.

GAS PIPELINE UNDERGROUND WARNING TAPE NOTES:

- A WARNING TAPE IS TO BE INSTALLED IN OPEN TRENCH INSTALLATION OVER GAS PIPELINES IN BOTH TRANSMISSION AND DISTRIBUTION FACILITIES. THIS INCLUDES TRENCHES, SILL TUNNELS, EXCAVATIONS FOR REPAIR PURPOSES AND RISER REPLACEMENTS. THE WARNING TAPE IS INTENDED FOR EXCAVATOR DIGGING IN THE "TOLERANCE ZONE" TO STRIKE THE WARNING TAPE PRIOR TO THE PRELINE WHEN THE WARNING TAPE IS EXPOSED AND SHABBED WITH INADEQUATE EQUIPMENT. IT STRIKES WITHOUT BREAKING, THIS ALERTING THE EXCAVATOR OF THE GAS FACILITY BELOW.
- INSTALL 6" WIDE WARNING TAPE ABOVE THE GAS PIPELINE AT LEAST 12" BELOW GRADE, AND NO CLOSER THAN 12" FROM THE PIPE. INSTALLATION SHALL BE DONE IN SUCH A MANNER THAT THE TAPE OVERLAPS BY AT LEAST 2" AND THE TAPE AS POSSIBLE. INSTALL THE TAPE ALONG THE LENGTH OF THE EXCAVATION, ENSURE THAT THE TAPE OVERLAPS BY AT LEAST 2" AND THE PECS OF TAPE ARE USED. EXCEPTION: WHEN A JOINT TRENCH DESIGN DOES NOT ALLOW FOR INSTALLATION OF WARNING TAPE WITHIN THE "TOLERANCE ZONE", INSTALL THE WARNING TAPE A MINIMUM OF 6" ABOVE THE PIPELINE AND ABOVE THE FACILITY AS SHOWN.
- WARNING TAPE SHALL BE BRIGHTLY COLORED YELLOW AND MARKED "CAUTION: GAS LINE BURIED BELOW" OR MARKED WITH A SIMILAR NOTIFICATION.
- WARNING TAPE SHALL BE STORED IN SUCH A MANNER THAT LIMITS ULTRAVIOLET (UV) EXPOSURE.



PG&E PM'S:
ELECTRIC: 32555076
ASSOCIATED WITH NEW BUSINESS PM'S
32599547 (TOWNHOMES)
35299689 (APARTMENTS)

DESIGN CHANGE COMPONENT
 ANY CHANGES TO THIS DESIGN MUST BE APPROVED BY PG&E ADE

CONSTRUCTION NOTES:

- ALL TRENCHING, BACKFILLING AND INSTALLATION BY CONTRACTOR MUST COMPLY WITH PG&E LO STANDARD 52423 (EFFECTIVE DATE 7-5-2006).
- ALL WORK MUST COMPLY WITH P.G. & E. TELEPHONE, C&T.V. STANDARDS AND PRACTICES. ALL WORK MUST BE INSPECTED AND APPROVED BY RESPECTIVE INSPECTORS. RANDOM SOIL SAMPLES SHALL BE TAKEN FROM A MINIMUM OF THREE LOCATIONS PER LOAD OF TRENCH. 100% OF THE SAMPLE MUST PASS THROUGH A 3" SIEVE AND 75% MUST PASS THROUGH A #4 SIEVE. ADDITIONAL SAMPLES MUST BE TAKEN IF EXISTING SOIL CONDITIONS CHANGE AND IS TO BE USED AS SHADING OF THE POLE REPRESENTATION ON SITE. THE SOILS MUST NOT CONTAIN ANY ROCKS THAT HAVE SHARP EDGES OR THAT MAY OTHERWISE BE ABRAISIVE. THE SOILS MUST NOT CONTAIN CLAYS LARGER THAN 3" IF TO BE USED AS SHADING OF THE POLE REPRESENTATION ON SITE. COMPACTION REQUIREMENTS MUST MEET AND EXCEED P.G. & E. FEDERAL, STATE, COUNTY OR LOCAL REQUIREMENTS. ANY NATIVE SOILS OR IMPORT MATERIALS USED MUST NOT HINDER THESE EFFORTS.
- BACKFILL SHALL BE APPROVED BY THE UTILITY COMPANIES AND THE CITY. COMPACTION WILL BE TESTED AND PASSED BY THE SOILS ENGINEER.
- IF SOIL IS NOT ROCK FREE, ADD 4" DEPTH OF TRENCH FOR SAND BEDDING.
- VERIFY SPADE BOX EXCAVATION SIZES WITH SUPPLIERS(S).
- THE TRENCHING CONTRACTOR SHALL COORDINATE THE UTILITY COMPANIES' INSTALLATION. THE TRENCHING CONTRACTOR TO PLACE CONNECTING CONDUIT WITHIN 5' OF BUILDING EXTERIOR WALL.
- CONTRACTOR SHALL MAKE HIMSELF FAMILIAR WITH THE PROJECT IMPROVEMENT PLANS AND CONDUCT HIS WORK ACCORDINGLY.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT IN PLACE ALL EXISTING FACILITIES. NO EXTRA PAYMENT WILL BE CONSIDERED FOR CROSSING OTHER SYSTEMS.
- RADIUS DESIGN ASSUMES NO RESPONSIBILITY FOR THE PROJECT CONDITIONS. THESE DRAWINGS WERE PREPARED USING DATA SUPPLIED BY PG&E, TELEPHONE, C&T.V. IMPROVEMENT PLANS AND THE CITY'S VARIOUS "AS-BUILT" INFORMATION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PHYSICALLY LOCATE THE PROJECT PRIOR TO SUBMITTING HIS BID.
- CONTRACTOR WILL COMPLY WITH ALL LAWS, ORDINANCES AND REGULATIONS. CONTRACTOR SHALL BE FAMILIAR WITH O.S.H.A., INDUSTRIAL SAFETY ORDERS AND SHALL CONTACT HIS WORK ACCORDINGLY. WHEN WORKING NEAR ENERGIZED OR "HOT" EQUIPMENT, THE UTILITY OWNER SHALL BE NOTIFIED TO SUPPLY THE APPROPRIATE MAX POWER. PUBLIC SAFETY AND TRAFFIC CONTROL MEASURES ARE THE CONTRACTOR'S RESPONSIBILITY.
- THE CONTRACTOR SHALL PROTECT CONSTRUCTION STAKING. HE SHALL COORDINATE STAKING WITH THE PROJECT'S CIVIL ENGINEER.
- CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA) TWO WORKING DAYS PRIOR TO START OF WORK.
- CONTRACTOR SHALL NOTIFY INSPECTORS OF ANY POTENTIAL CONFLICTS PRIOR TO START OF WORK.
- THIS PLAN IS TO BE USED FOR SOLE PURPOSE OF DIGGING THE JOINT TRENCH. SEE PAGE AT&T, AND COMCAST PLANS FOR EXACT SIZE AND NUMBER OF CONDUITS INSTALLED IN THE JOINT TRENCH. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THE CORRECT NUMBER, SIZE AND TYPES OF CONDUITS ARE INSTALLED PER THE ENGINEERED PLANS FOR EACH UTILITY COMPANY.
- NOTE: PLANS ISSUED AT THE PRE-CONSTRUCTION MEETING MAY BE SUBJECT TO REVISIONS. IF FINAL PLANS FROM EACH UTILITY COMPANY WERE NOT AVAILABLE AT THE START OF CONSTRUCTION.
- WATER, SEWER, DRAINS, SANITARY WASTE, FUELS (INCLUDING DIESEL AND GASOLINE), OIL, PROPANE AND OTHER VOLATILE HEAVIER THAN AIR GASES, SPRINKLER, IRRIGATION, STEAM AND OTHER "WET" FACILITIES SHALL MAINTAIN A MINIMUM OF 6" SEPARATION FROM THE NEAREST OUTER SURFACE OF PG&E FACILITIES WITH NO LESS THAN ONE FOOT OF EARTH (SOIL BARRIER) BETWEEN THE ADJACENT SIDES OF THE INDIVIDUAL TRENCHES.
- IN THE EXTRAORDINARY CASE THAT THE MINIMUM THREE FOOT HORIZONTAL SEPARATION CANNOT BE ATTAINED BETWEEN "WET" UTILITIES AND COMPANY DRY FACILITIES, A VARIANCE MAY APPROVED BY THE LOCAL INSPECTION SUPERVISOR AND SUBMITTED TO SERVICE PLANNING SUPPORT PROGRAM MANAGER FOR APPROVAL.
- ALL METER PANELS: INDIVIDUAL, RESIDENTIAL, OR NONRESIDENTIAL APPLICANTS WITH A METER PANEL RATING OF ANY SIZE, INSTALLED INSIDE A METER ROOM OR OTHER STRUCTURE, MUST FOLLOW ALL OF THE REQUIREMENTS DESCRIBED BELOW:
 - INSTALL OWN AND MAINTAIN A SEPARATE, NOMINAL 2-INCH DIAMETER CONDUIT WITH PULL TAPE INSIDE. THE CONDUIT AND PULL TAPE MUST EXTEND FROM THE OUTSIDE SURFACE OF THE BUILDING AND TERMINATE OUTSIDE THE METER PANEL OR OTHER STRUCTURE WITHIN THE TOLERANCE ZONE.
 - ENSURE THE 2-INCH DIAMETER CONDUIT AND PULL TAPE EXIT THE OUTSIDE OF THE BUILDING A MINIMUM OF 8 FEET AND A MINIMUM OF 10 FEET ABOVE GROUND. THE OPEN END OF THE CONDUIT THAT IS EXPOSED TO THE OUTSIDE MUST HAVE A REMOVABLE TEMPORARY CAP OR PLUG.
 - DO NOT USE THE CONDUIT. THE CONDUIT IS FOR PROJECTS NECESSARY EQUIPMENT ONLY.
- THIS JOINT TRENCH PLAN WAS PREPARED BASED ON INFORMATIONAL SURVEY AS PROVIDED BY A CIVIL ENGINEER. THE CONTRACTOR IS CAUTIONED THAT EXPLORATORY WORK IS NECESSARY TO DETERMINE THE ACTUAL LOCATION OF ANY EXISTING UTILITY. RADIUS DESIGN STRONGLY RECOMMENDS THAT ALL UTILITIES BE PHYSICALLY LOCATED ON THE SITE BEFORE THE ONSET OF SITE WORK. SUBSTRUCTURE LOCATIONS MAY REQUIRE FIELD ADJUSTMENT TO COMPACTION FOR ACTUAL EXISTING UTILITY LOCATIONS.

SUBSTRUCTURE VERIFICATION STAMP

DEVELOPER
PLEASE NOTE AND SIGN

ALL POLE ENCLOSURES AND BOXES HAVE BEEN SET TO BE LOCATED ACCORDING TO GRADE STAKES PROVIDED BY DEVELOPER'S ENGINEER. ALL COSTS TO RELOCATE OR RE-ADJUST BOXES AT A LATER DATE WILL BE HELD BY THE DEVELOPER. PLEASE HAVE YOUR SITE VERIFY THE CORRECT GRADE OF ALL ENCLOSURES AND BOXES. SIGN AND DATE DRAWING.

SIGNED _____
 DATE _____

THANK YOU!

UTILITY APPROVALS

UTILITY	APPROVED BY	DATE
PG&E ELECTRIC		
PG&E GAS		
AT&T (PHONE)		
COMCAST (CATV)		
CITY ENGINEER		

FOR RADIUS USE ONLY

REVISION	INITIALS	REVIEW DATE
01		06-22-2021
02		
03		
04		

DEVELOPER:
THE SOBRATO ORGANIZATION
599 CASTRO ST, SUITE 400
MOUNTAIN VIEW, CA 94041
PETER TSAI
T: 650-695-1067
E: PTAIS@SOBRATO.COM

SHEET INDEX

- JTR-1 JOINT TRENCH TITLE SHEET (R20)
- JTR-2 JOINT TRENCH
- JTR-3,4,5 JOINT TRENCH COMPOSITE (R20)
- JTR-6 JOINT TRENCH SECTIONS (R20)



123 Independence
 Menlo Park, CA

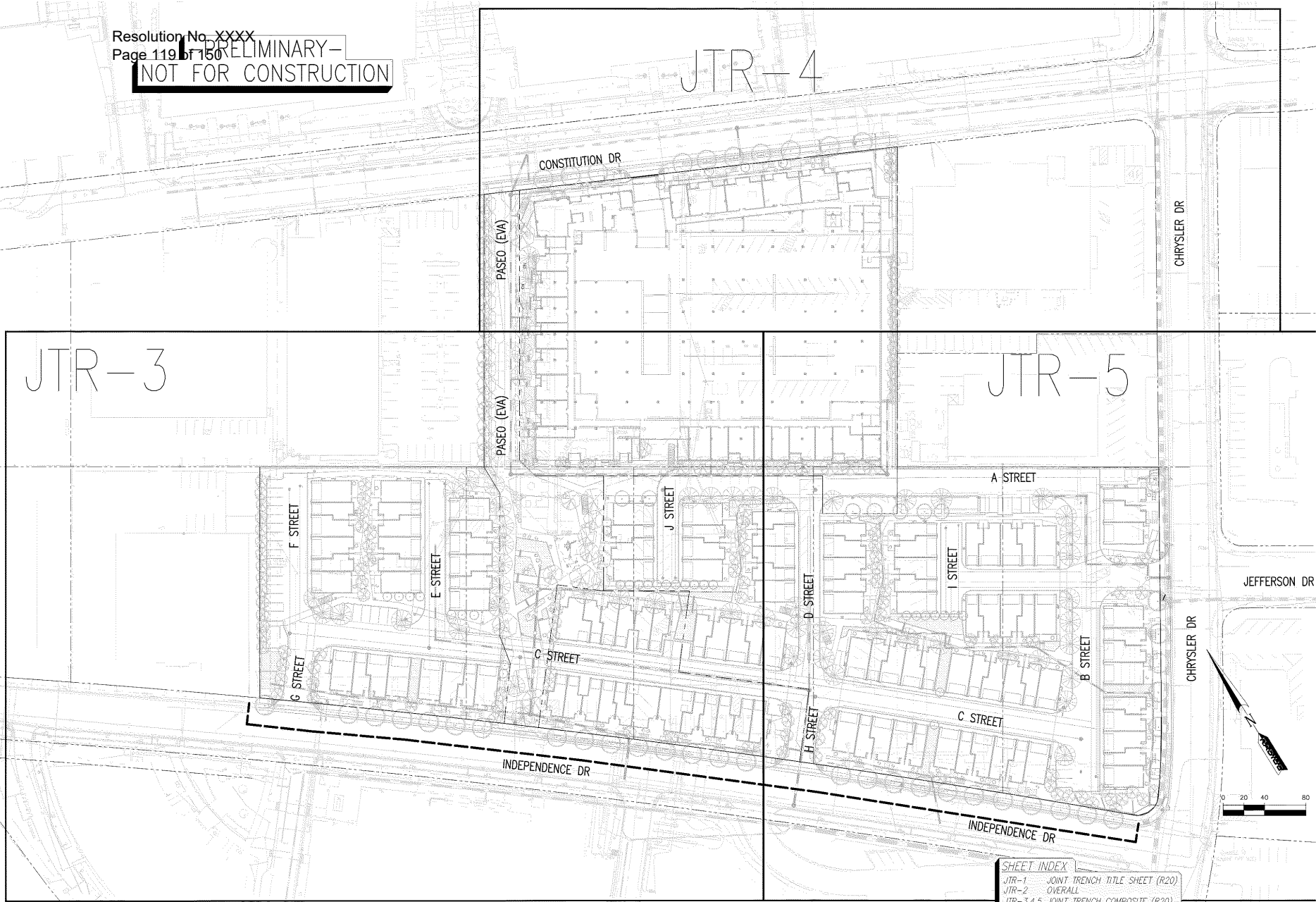
The Sobrato Organization
 599 Castro Street, Suite 400
 Mountain View, CA

Sheet Title:
JOINT TRENCH
TITLE SHEET (R20)

Job No: 20004
 Date: 06/13/2023
 Scale: AS SHOWN
 Drawn By: ME

Sheet No:
JTR-1

**PRELIMINARY -
NOT FOR CONSTRUCTION**



SHEET INDEX	
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JTR-2	OVERALL
JTR-3,4,5	JOINT TRENCH COMPOSITE (R20)
JTR-6	JOINT TRENCH SECTIONS (R20)

123 Independence
 Menlo Park, CA

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 599 Castro Street, Suite 400
 Mountain View, CA

Sheet Title:
OVERALL (R20)

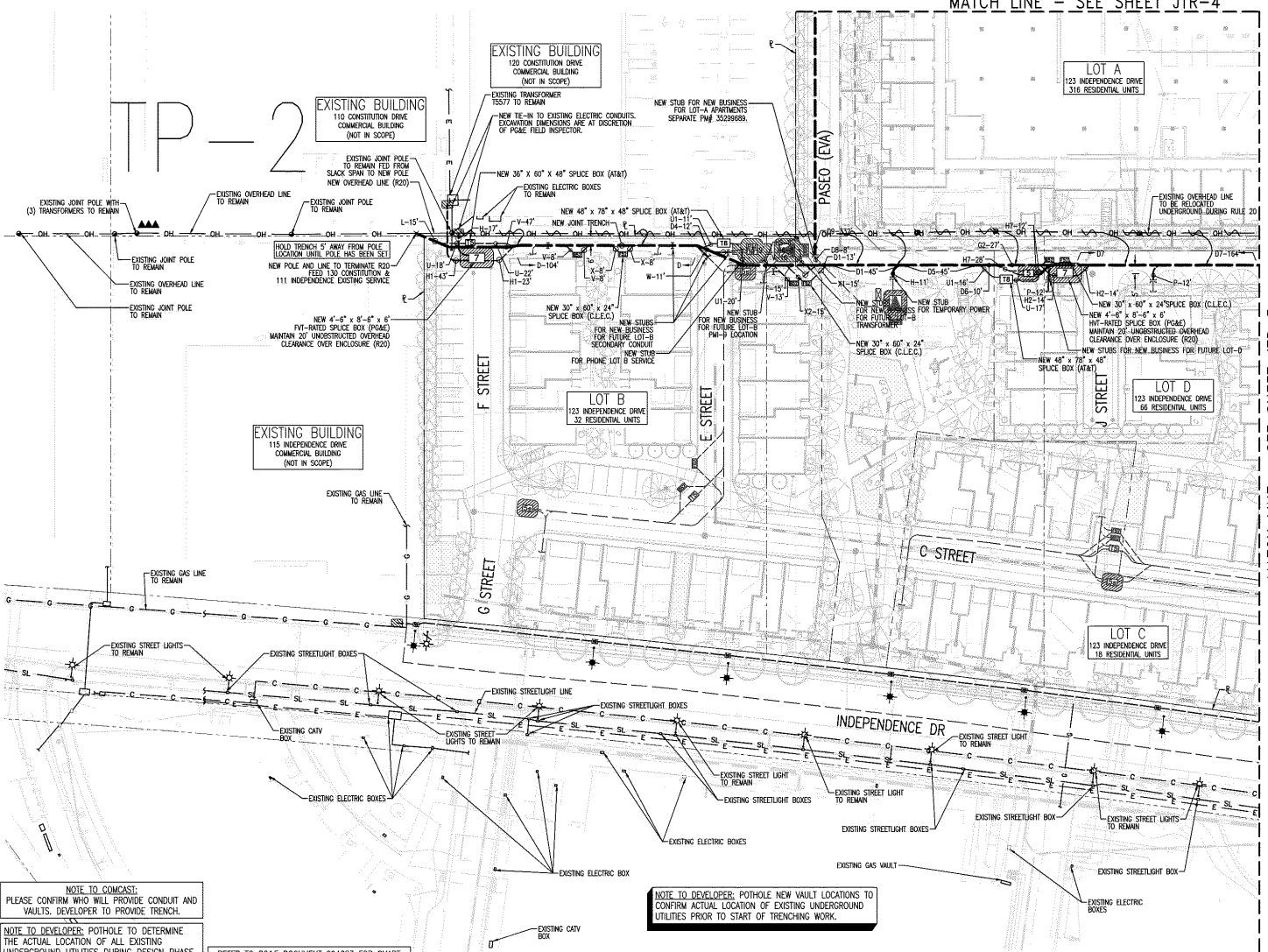
Job No. 20004
 Date: 06/13/2023
 Scale: AS SHOWN
 Drawn By: ME

Sheet No:
JTR-2

UTILITIES
PLEASE CONFIRM LOCATION
TIE IN LOCATIONS NOT FOR CONSTRUCTION

Resolution No. xxxxx - PRELIMINARY -
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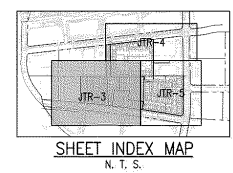
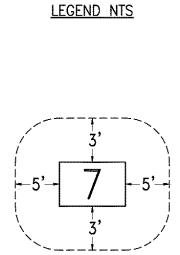
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NOTE TO CONTRACTOR:
 FOR CONTRACTOR'S WORK RESPONSIBILITY,
 REFER TO JOINT TRENCH TITLE SHEET (JTR-1)

LEGEND:

NEW	DESCRIPTION
(Symbol)	JOINT TRENCH
(Symbol)	4'-6" x 8'-6" x 6" SPUCE BOX (PG&E) WORKING SPACE SHOWN. MAINTAIN 20' UNSTRUCTURED OVERHEAD CLEARANCE OVER ENCLOSURE.
(Symbol)	74" x 78" PM-9 BOX PAD (PG&E) WITH BARRIER POSTS. WORKING SPACE SHOWN. MAINTAIN 20' UNSTRUCTURED OVERHEAD CLEARANCE OVER PAD.
(Symbol)	72" x 78" JUNCTION PAD (PG&E) WITH BARRIER POSTS. WORKING SPACE SHOWN. MAINTAIN 30' UNSTRUCTURED OVERHEAD CLEARANCE OVER PAD.
(Symbol)	3' x 5' x 3'-6" SPUCE BOX (PG&E) WORKING SPACE SHOWN. MAINTAIN 20' UNSTRUCTURED OVERHEAD CLEARANCE OVER ENCLOSURE (SEE P.M. 35299889) OVERHEAD LINE.
(Symbol)	POLE
(Symbol)	48" x 98" x 48" SPUCE BOX (AT&T)
(Symbol)	4'-6" x 8'-6" x 6'-6" MANHOLE (AT&T)
(Symbol)	6'-6" x 6'-6" x 4" S&A1 PAD (AT&T)
(Symbol)	72" x 78" x 6" P.P. FIBER PAD (AT&T)
(Symbol)	30" x 60" x 24" B-62 (GUY)
(Symbol)	30" x 60" x 24" SPUCE BOX (C.L.E.C.)
(Symbol)	STREET LIGHT
(Symbol)	SPUCE BOX 3-1/2 PULL BOX 10" x 17" x 12" N9
EXISTING	DESCRIPTION
(Symbol)	OVERHEAD LINE
(Symbol)	ELECTRIC LINE
(Symbol)	GAS LINE
(Symbol)	PHONE LINE
(Symbol)	CAFV LINE



SHEET INDEX
 JTR-1 JOINT TRENCH TITLE SHEET (R20)
 JTR-2 OVERALL
 JTR-3,4,5 JOINT TRENCH COMPOSITE (R20)
 JTR-6 JOINT TRENCH SECTIONS (R20)



NOTE TO COMCAST:
 PLEASE CONFIRM WHO WILL PROVIDE CONDUIT AND VAULTS. DEVELOPER TO PROVIDE TRENCH.

NOTE TO DEVELOPER: POTHOLE TO DETERMINE THE ACTUAL LOCATION OF ALL EXISTING UNDERGROUND UTILITIES DURING DESIGN PHASE. POTHOLE SUBSTRUCTURE LOCATIONS TO CONFIRM THE ACTUAL LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO THE START OF TRENCHING WORK.

SUBSTRUCTURE LOCATIONS MUST BE STAKED BY A LICENSED SURVEYOR PRIOR TO CONSTRUCTION. SEE CONSTRUCTION NOTES ON JOINT TRENCH TITLE SHEET (JT-1) REGARDING EXISTING CONDITIONS.

REFER TO PG&E DOCUMENT 094683 FOR SMART METER ANTENNA CONSTRUCTION REQUIREMENTS.

NOTE FOR UNDERGROUND ELECTRIC INSTALLATION:
 USE OF PVC DB-120 IS NO LONGER APPROVED BY PG&E FOR ANY CONDUIT SIZES, BENDS, AND FITTINGS. RIGID PVC SCHEDULE 40 MUST BE USED IN PLACE OF PVC DB-120 CONDUIT. FOR ALL APPROVED CONDUITS, BENDS, AND FITTINGS, SEE PG&E DOCUMENT 062288.

NOTE TO DEVELOPER: POTHOLE NEW VAULT LOCATIONS TO CONFIRM ACTUAL LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO START OF TRENCHING WORK.

RADIUS DESIGN, INC.
 UTILITY DESIGN CONSULTANTS & ENGINEERS
 1460 MARINA LANE, SUITE 100, OAKLAND, CA 94612
 (925) 762-2422

123 Independence
 Menlo Park, CA

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Sheet Title:
JOINT TRENCH COMPOSITE (R20)

Job No. 20004
 Date: 06/13/2023
 Scale: AS SHOWN
 Drawn By: ME

Sheet No:
JTR-3

UTILITIES
PLEASE CONFIRM Resolution No. xxxxx -PRELIMINARY-
TIE IN LOCATIONS Page 121 of 151 **NOT FOR CONSTRUCTION**

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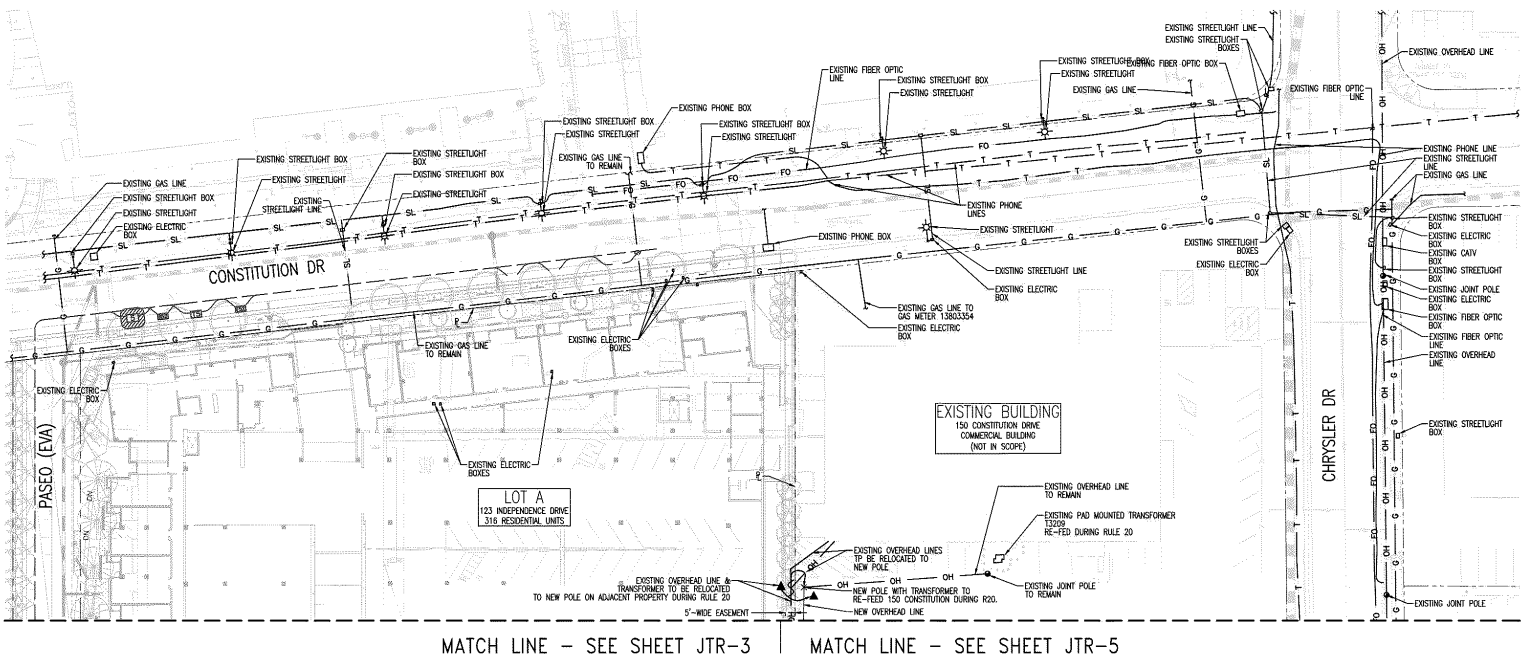
NOTE TO CONTRACTOR:
 FOR CONTRACTOR'S WORK RESPONSIBILITY,
 REFER TO JOINT TRENCH TITLE SHEET (JTR-1)

RADIUS DESIGN, INC.
 UTILITY DESIGN CONSULTANTS & ENGINEERS
 1460 MARINA LANE, SUITE 100, OAK CREEK, CA 94645
 (925) 264-2425

LEGEND:

NEW	DESCRIPTION
(Symbol)	JOINT TRENCH
(Symbol)	4'-6" x 8'-6" x 6" SPURCE BOX (PG&E) WORKING SPACE SHOWN MAINTAIN 20' UNSTRUCTURED OVERHEAD CLEARANCE OVER ENCLOSURE
(Symbol)	74" x 78" PM-S BOX PAD (PG&E) WITH BARRIER POSTS. WORKING SPACE SHOWN. MAINTAIN 30' UNSTRUCTURED OVERHEAD CLEARANCE OVER PAD.
(Symbol)	72" x 36" JUNCTION PAD (PG&E) WITH BARRIER POSTS. WORKING SPACE SHOWN. MAINTAIN 30' UNSTRUCTURED OVERHEAD CLEARANCE OVER PAD.
(Symbol)	3' x 5' x 3'-6" SPURCE BOX (PG&E) WORKING SPACE SHOWN MAINTAIN 20' UNSTRUCTURED OVERHEAD CLEARANCE OVER ENCLOSURE (SEE P.M. 3529688) OVERHEAD LINE
(Symbol)	POLE
(Symbol)	48" x 98" x 48" SPURCE BOX (AT&T)
(Symbol)	4'-6" x 8'-6" x 6'-6" MANHOLE (AT&T)
(Symbol)	6'-6" x 6" x 4" S&I PAD (AT&T)
(Symbol)	72" x 78" x 6" P.F. FIBER PAD (AT&T)
(Symbol)	30" x 60" x 24" B-62 (G&W)
(Symbol)	30" x 60" x 24" SPURCE BOX (C.I.E.C.)
(Symbol)	STREET LIGHT
(Symbol)	SPURCE BOX 3-1/2" PULL BOX 10" x 17" x 12" N9

EXISTING	DESCRIPTION
OH	OVERHEAD LINE
E	ELECTRIC LINE
G	GAS LINE
T	PHONE LINE
C	CATV LINE



LEGEND NTS

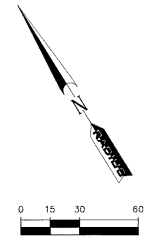
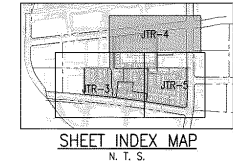
NOTE TO CONTRACTOR:
 PLEASE CONFIRM WHO WILL PROVIDE CONDUIT AND VAULTS. DEVELOPER TO PROVIDE TRENCH.

NOTE TO DEVELOPER: POTHOLES TO DETERMINE THE ACTUAL LOCATION OF ALL EXISTING UNDERGROUND UTILITIES DURING DESIGN PHASE. POTHOLE SUBSTRUCTURE LOCATIONS TO CONFIRM THE ACTUAL LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO THE START OF TRENCHING WORK.

SUBSTRUCTURE LOCATIONS MUST BE STAKED BY A LICENSED SURVEYOR PRIOR TO CONSTRUCTION. SEE CONSTRUCTION NOTES ON JOINT TRENCH TITLE SHEET (JT-1) REGARDING EXISTING CONDITIONS.

REFER TO PG&E DOCUMENT 094683 FOR SMART METER ANTENNA CONSTRUCTION REQUIREMENTS.

NOTE FOR UNDERGROUND ELECTRIC INSTALLATION:
 USE OF PVC DB-120 IS NO LONGER APPROVED BY PG&E FOR ANY CONDUIT SIZES, BENDS, AND FITTINGS. RIGID PVC SCHEDULE 40 MUST BE USED IN PLACE OF PVC DB-120 CONDUIT. FOR ALL APPROVED CONDUITS, BENDS, AND FITTINGS, SEE PG&E DOCUMENT 062288.



SHEET INDEX
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 JTR-2 OVERALL
 JTR-3,4,5 JOINT TRENCH COMPOSITE (R20)
 JTR-6 JOINT TRENCH SECTIONS (R20)



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Sheet Title:
JOINT TRENCH COMPOSITE (R20)

Job No. 20004
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 Scale: AS SHOWN
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Sheet No:
JTR-4

UTILITIES
PLEASE CONFIRM
TIE IN LOCATIONS

Requirement No. xxxx
 Page 122 of 150

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NOTE TO CONTRACTOR:
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LEGEND:

NEW	DESCRIPTION
(Symbol)	JOINT TRENCH
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(Symbol)	3' x 5' x 3'-6" SPUCE BOX (PG&E) WORKING SPACE SHOWN. MAINTAIN 20' UNSTRUCTURED OVERHEAD CLEARANCE OVER ENCLOSURE (SEE PM 35298989).
(Symbol)	OVERHEAD LINE
(Symbol)	POLE
(Symbol)	48" x 98" x 48" SPUCE BOX (AT&T)
(Symbol)	4'-6" x 8'-6" x 6'-6" MANHOLE (AT&T)
(Symbol)	6'-6" x 6" x 4" S&A PAD (AT&T)
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(Symbol)	SPUCE BOX 3-1/2" PULL BOX 10" x 17" x 12" N9
EXISTING	DESCRIPTION
(Symbol)	OVERHEAD LINE
(Symbol)	ELECTRIC LINE
(Symbol)	GAS LINE
(Symbol)	PHONE LINE
(Symbol)	C&T LINE

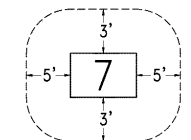
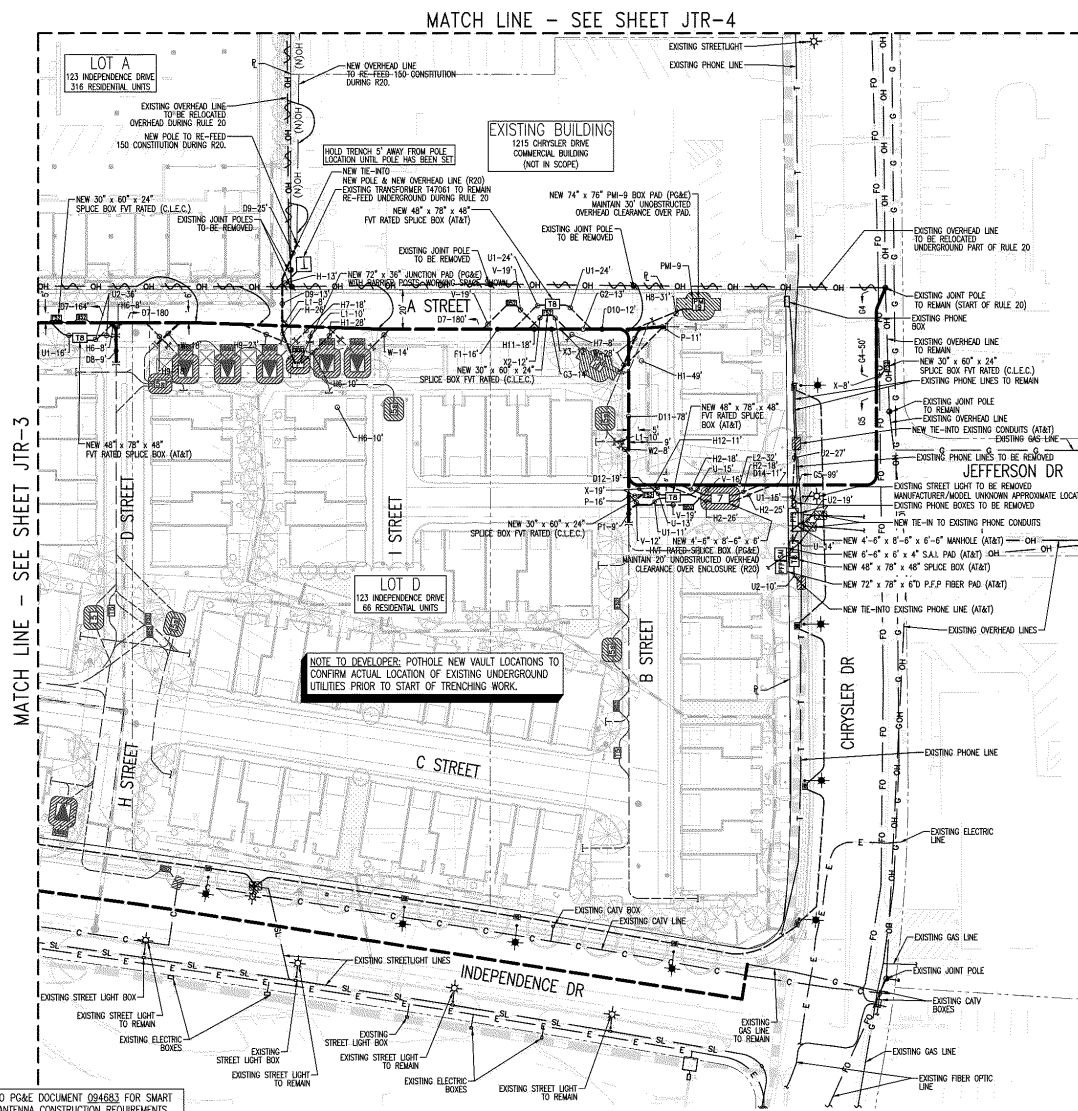
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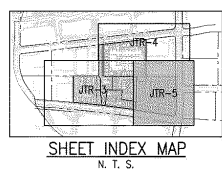
Sheet Title:
JOINT TRENCH COMPOSITE (R20)

Job No. 20004
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Sheet No:
JTR-5



WORK SPACE & EASEMENT REQUIREMENTS
 FOR 27' WALLETS
 MAINTAIN A CLEAR AND LEVEL WORK SPACE AS SHOWN (N.T.S.), PER PG&E DOCUMENT 051122.



SHEET INDEX
 JTR-1 JOINT TRENCH TITLE SHEET (R20)
 JTR-2 OVERALL
 JTR-3,4,5 JOINT TRENCH COMPOSITE (R20)
 JTR-6 JOINT TRENCH SECTIONS (R20)



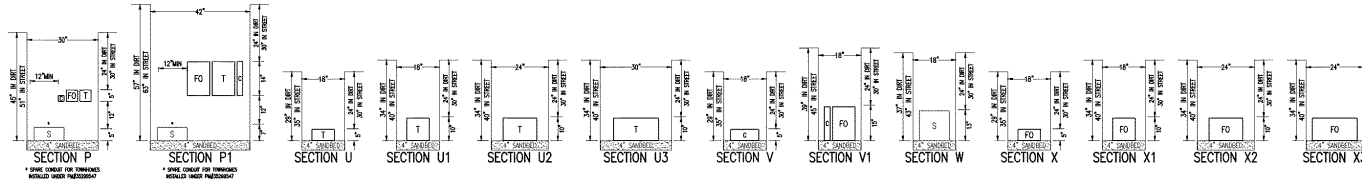
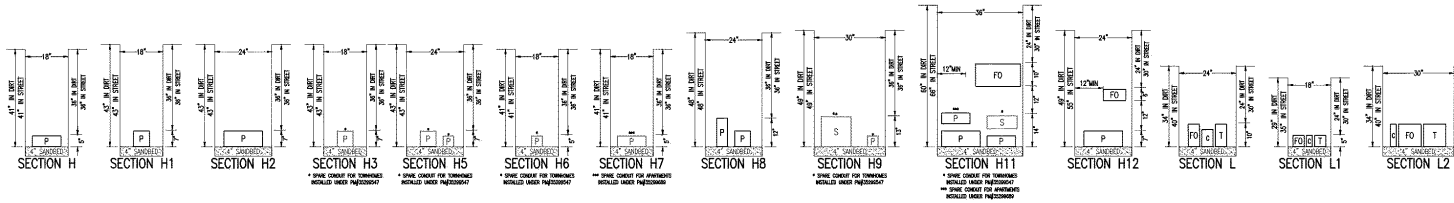
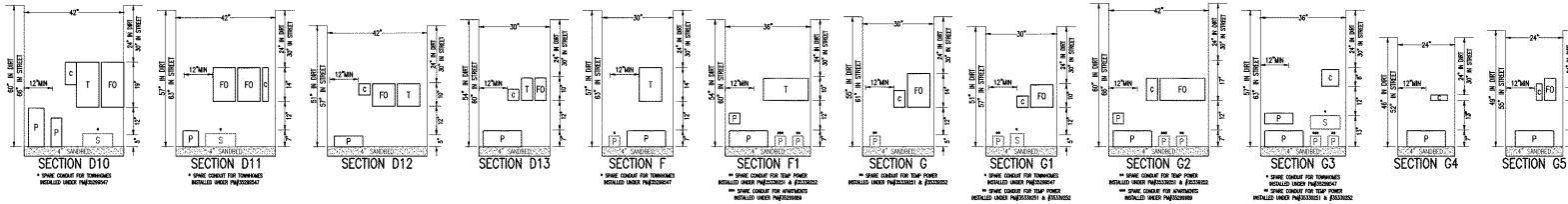
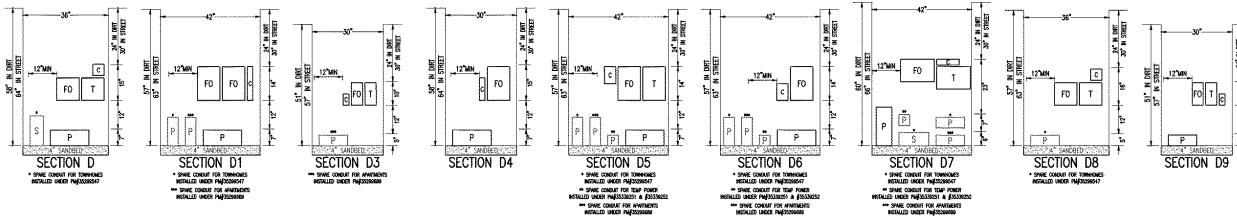
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NOTE TO DEVELOPER: POT HOLE TO DETERMINE THE ACTUAL LOCATION OF ALL EXISTING UNDERGROUND UTILITIES DURING DESIGN PHASE. POT HOLE SUBSTRUCTURE LOCATIONS TO CONFIRM THE ACTUAL LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO THE START OF TRENCHING WORK.

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REFER TO PG&E DOCUMENT 094683 FOR SMART METER ANTENNA CONSTRUCTION REQUIREMENTS.

NOTE FOR UNDERGROUND ELECTRIC INSTALLATION:
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TRENCH OCCUPANCY GUIDE

SECTION	G	T	C	S	P	OTHER
E+*	X	X	X	X	X	X
C*	X	X	X	X	X	X
F*	X	X	X	X	X	X
F+*	X	X	X	X	X	X
H*	X	X	X	X	X	X
H+*	X	X	X	X	X	X
L*	X	X	X	X	X	X
L+*	X	X	X	X	X	X
P*	X	X	X	X	X	X
P+*	X	X	X	X	X	X
U*	X	X	X	X	X	X
U+*	X	X	X	X	X	X
V*	X	X	X	X	X	X
V+*	X	X	X	X	X	X
X*	X	X	X	X	X	X
X+*	X	X	X	X	X	X

* THESE SECTIONS MAY OR MAY NOT CONTAIN SECONDARY CONDUIT
* THESE SECTIONS MAY OR MAY NOT CONTAIN C.L.E.C. FIBER CONDUIT

CONTRACTOR NOTES:

- THE SYMBOLS [P] [S] [T] [C] [F] [G] INDICATE OCCUPANCY ONLY. SEE ELECTRIC, CATV, TELEPHONE, AND FIBER OPTIC PLANS FOR EXACT SIZE AND NUMBER OF CONDUITS.
- THIS PLAN IS TO BE USED AS A GUIDE FOR TRENCH WIDTH AND DEPTH AND NOT CONDUIT INSTALLATION.
- CONTRACTOR TO PROVIDE SEPARATION FROM TRENCH WALL AND OTHER FACILITIES SUFFICIENT TO ENSURE PROPER COMPACTION.
- CONTRACTOR TO INCLUDE INCIDENTAL TRENCHING IN SPICE BOX, VAULT, OR TRANSFORMER EXCAVATION IN AREAS WHERE NO ENTRANCE OR EXIT OF TRENCH IS SHOWN.
- UTILITY COMPANIES RESERVE THE RIGHT TO MAKE FIELD ADJUSTMENTS AS NECESSARY.

SOILS NOTES:

- RADIUS IS NOT RESPONSIBLE FOR ANY SOILS ENGINEERING TO DETERMINE THE ABILITY TO CONSTRUCT OR THE PROJECT CONDITIONS.
- RADIUS ASSUMES NO RESPONSIBILITY FOR ADDITIONAL WORK DUE TO ADVERSE JOB SITE CONDITIONS.
- PG&E WILL REQUIRE SOILS ANALYSIS FOR SUBSURFACE TRANSFORMER (IF APPLICABLE).

MINIMUM SEPARATION AND CLEARANCE REQUIREMENTS FOR JOINT TRENCHES

	6"	12"	18"	24"	30"	36"	42"	48"	54"	60"	MIN. COVER
C-GAS	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	24"
T-TELEPHONE (TRENCH)	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	24"
T-TELEPHONE (DIRECT BURY)	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	24"
C-CATV	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	24"
S-SECONDARY SECONDARY	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	24"
P-ELECTRIC PRIMARY	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	24"
F-FIBER OPTIC (C.L.E.C.)	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	24"

ABBREVIATIONS:

- [P] PRIMARY (PG&E)
- [S] SECONDARY (PG&E)
- [C] CATV (COMCAST)
- [T] PHONE (AT&T)
- [F] FIBER OPTIC (C.L.E.C.)

SHEET INDEX

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JTR-2	OVERALL
JTR-3,4,5	JOINT TRENCH COMPOSITE (R20)
JTR-6	JOINT TRENCH SECTIONS (R20)



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Mountain View, CA

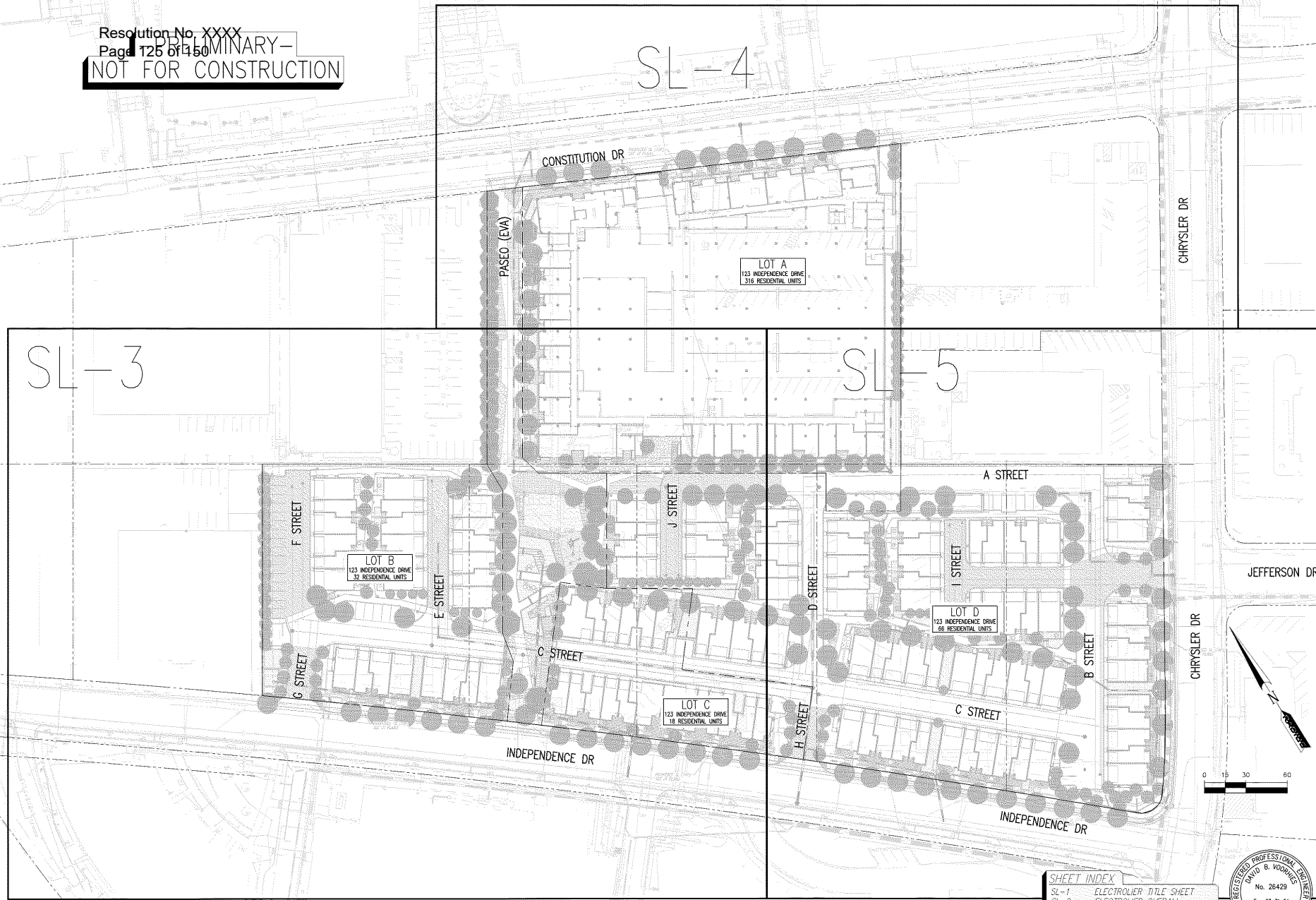
Sheet Title:
JOINT TRENCH SECTIONS (R20)

Job No. 20004
Date: 06/13/2023
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Sheet No:
JTR-6



PRELIMINARY -
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SHEET INDEX	
SL-1	ELECTROLOGER TITLE SHEET
SL-2	ELECTROLOGER OVERALL
SL-3-5	ELECTROLOGER PLAN
SL-6	ELECTROLOGER SPECIFICATIONS



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Menlo Park, CA

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699 Castro Street, Suite 400
Mountain View, CA

Sheet Title:
ELECTROLOGER
OVERALL

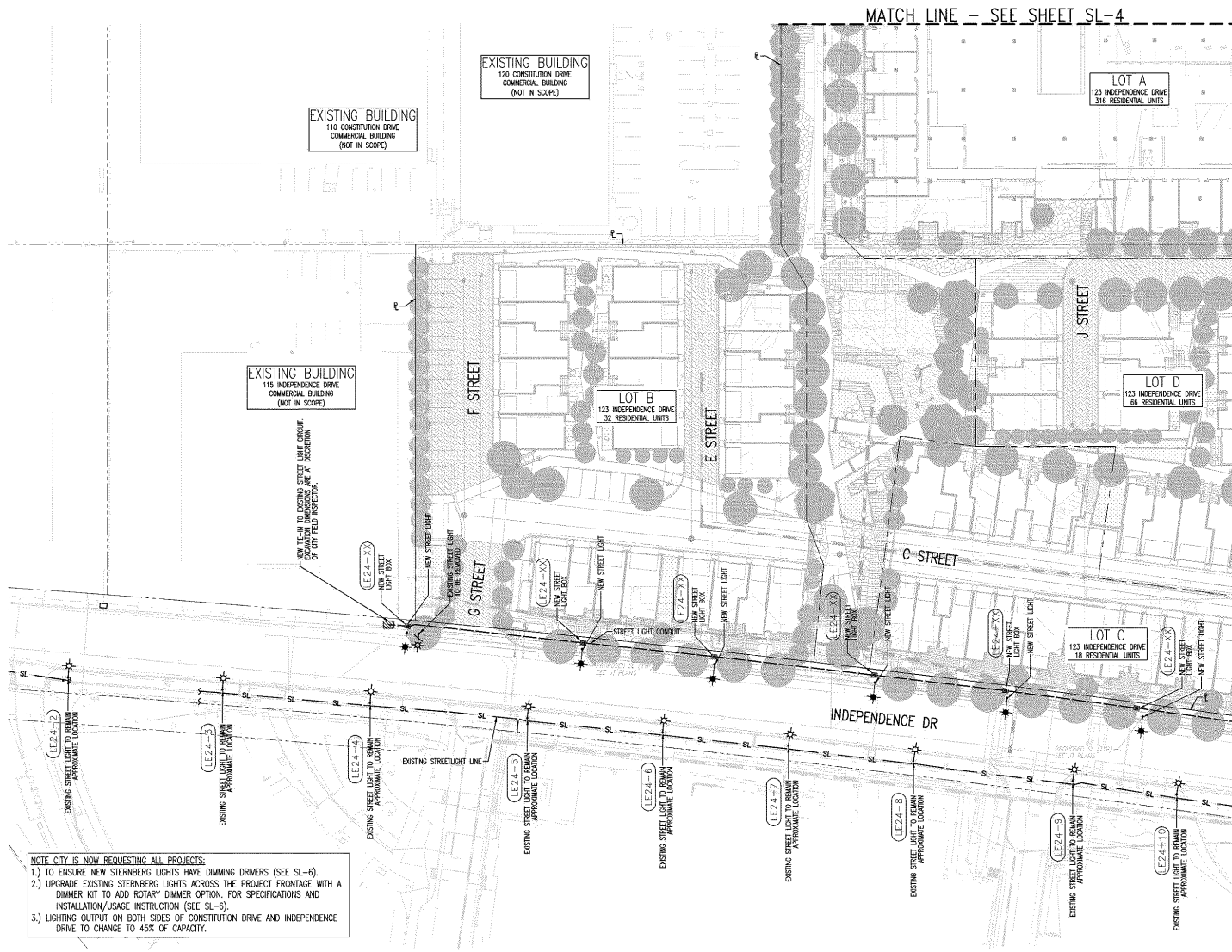
Job No. 20004
Date: 06/13/2023
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Sheet No.:

SL-2

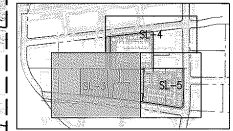
LEGEND:	
NEW	DESCRIPTION
	STREET LIGHT CONDUIT
	POLE NUMBER
	STREET LIGHT
EXISTING	DESCRIPTION
	STREET LIGHT CONDUIT
	STREET LIGHT POLE NUMBER
	STREET LIGHT TO REMAIN
	STREET LIGHT TO BE REMOVED

LEGEND NTS



MATCH LINE - SEE SHEET SL-5

MATCH LINE - SEE SHEET SL-4



SHEET INDEX MAP
N. T. S.

SHEET INDEX	
SL-1	ELECTRICIAN TITLE SHEET
SL-2	ELECTRICIAN OVERALL
SL-3-5	ELECTRICIAN PLAN
SL-6	ELECTRICIAN SPECIFICATIONS

- NOTE CITY IS NOW REQUESTING ALL PROJECTS:
1. TO ENSURE NEW STERNBERG LIGHTS HAVE DIMMING DRIVERS (SEE SL-6).
 2. UPGRADE EXISTING STERNBERG LIGHTS ACROSS THE PROJECT FRONTAGE WITH A DIMMER KIT TO ADD ROTARY DIMMER OPTION FOR SPECIFICATIONS AND INSTALLATION/USAGE INSTRUCTION (SEE SL-6).
 3. LIGHTING OUTPUT ON BOTH SIDES OF CONSTITUTION DRIVE AND INDEPENDENCE DRIVE TO CHANGE TO 45% OF CAPACITY.



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Sheet Title:
ELECTRICIAN
PLAN

Job No. 20004
Date: 06/13/2023
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Sheet No:

SL-3

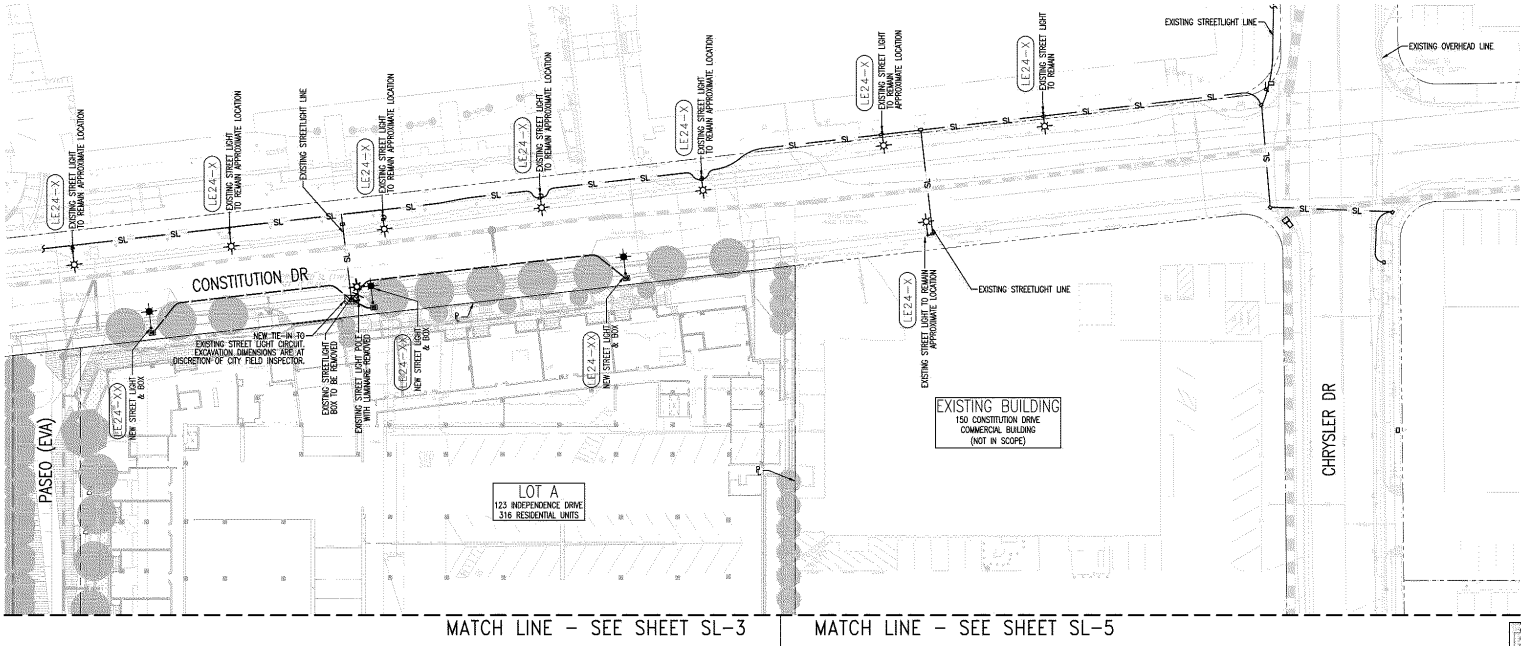


LEGEND:	
NEW	
—	STREET LIGHT CONDUIT
1234	POLE NUMBER
*	STREET LIGHT
EXISTING	
SL	STREET LIGHT CONDUIT
1234	STREET LIGHT POLE NUMBER
*	STREET LIGHT TO REMAIN
*	STREET LIGHT TO BE REMOVED

LEGEND NTS

NOTE: CITY IS NOW REQUESTING ALL PROJECTS:

- 1.) TO ENSURE NEW STERNBERG LIGHTS HAVE DIMMING DRIVERS (SEE SL-6).
- 2.) UPGRADE EXISTING STERNBERG LIGHTS ACROSS THE PROJECT FRONTAGE WITH A DIMMER KIT TO ADD ROTARY DIMMER OPTION. FOR SPECIFICATIONS AND INSTALLATION/USAGE INSTRUCTION (SEE SL-6).
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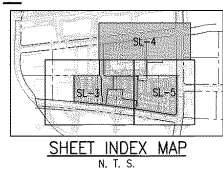
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Sheet Title:
ELECTROLIER
PLAN

Job No. 20004
Date: 06/13/2023
Scale: AS SHOWN
Drawn By: ME

Sheet No:

SL-4

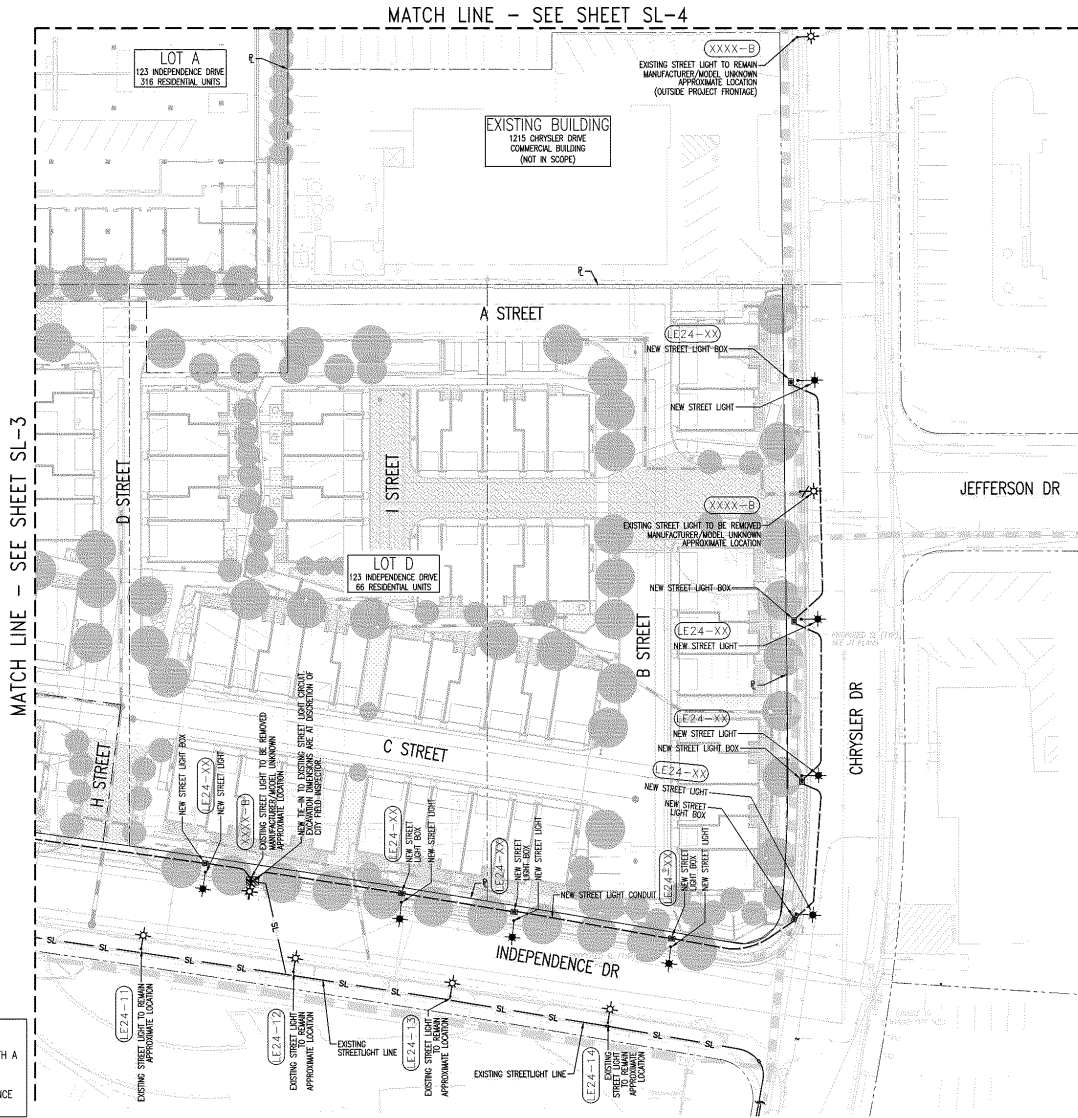


SHEET INDEX	
SL-1	ELECTROLIER TITLE SHEET
SL-2	ELECTROLIER OVERALL
SL-3-5	ELECTROLIER PLAN
SL-6	ELECTROLIER SPECIFICATIONS



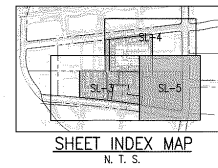
LEGEND:	
NEW	DESCRIPTION
	STREET LIGHT CONDUIT
	POLE NUMBER
	STREET LIGHT
EXISTING	DESCRIPTION
	STREET LIGHT CONDUIT
	STREET LIGHT POLE NUMBER
	STREET LIGHT TO REMAIN
	STREET LIGHT TO BE REMOVED

LEGEND NTS



NOTE: CITY IS NOW REQUESTING ALL PROJECTS:

- 1.) TO ENSURE NEW STERNBERG LIGHTS HAVE DIMMING DRIVERS (SEE SL-6).
- 2.) UPGRADE EXISTING STERNBERG LIGHTS ACROSS THE PROJECT FRONTAGE WITH A DIMMER KIT TO ADD ROTARY DIMMER OPTION. FOR SPECIFICATIONS AND INSTALLATION/USAGE INSTRUCTION (SEE SL-6).
- 3.) LIGHTING OUTPUT ON BOTH SIDES OF CONSTITUTION DRIVE AND INDEPENDENCE DRIVE TO CHANGE TO 45% OF CAPACITY.



SHEET INDEX MAP
N. T. S.



SHEET INDEX	
SL-1	ELECTROLIER TITLE SHEET
SL-2	ELECTROLIER OVERALL
SL-3-5	ELECTROLIER PLAN
SL-6	ELECTROLIER SPECIFICATIONS



ML730 MILLENNIA SERIES LED

Stemberg Lighting

ML730 MILLENNIA SERIES LED

Features

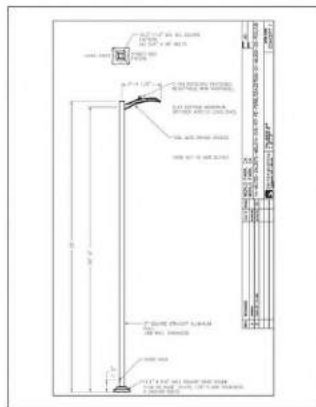
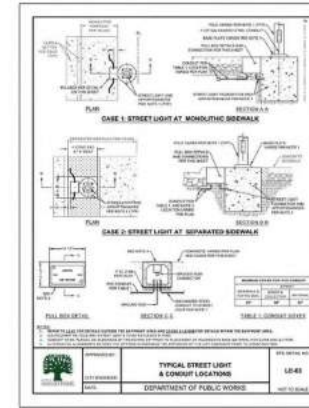
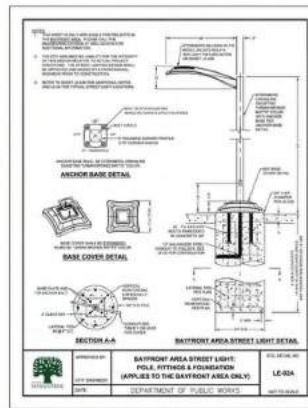
Stemberg Lighting

ML730 MILLENNIA SERIES LED

Performance (Based on CA Lens)

Beam Angle	Beam Diameter @ 100'	Beam Diameter @ 200'	Beam Diameter @ 300'	Beam Diameter @ 400'	Beam Diameter @ 500'	Beam Diameter @ 600'	Beam Diameter @ 700'	Beam Diameter @ 800'	Beam Diameter @ 900'	Beam Diameter @ 1000'
10°	17.0	34.0	51.0	68.0	85.0	102.0	119.0	136.0	153.0	170.0
15°	22.4	44.7	67.1	89.4	111.8	134.1	156.5	178.8	201.2	223.5
20°	28.3	56.6	84.9	113.1	141.4	169.7	197.9	226.2	254.4	282.7
25°	34.7	69.4	104.1	138.8	173.5	208.2	242.9	277.6	312.3	347.0
30°	41.4	82.8	124.2	163.6	203.0	242.4	281.8	321.2	360.6	399.9
35°	48.3	96.6	144.9	183.9	223.8	263.7	303.6	343.5	383.4	423.3
40°	55.4	110.8	166.2	211.6	251.4	291.2	331.0	370.8	410.6	450.4
45°	62.7	125.4	187.6	239.5	279.4	319.3	359.2	399.1	439.0	478.9
50°	70.2	140.4	210.6	273.6	313.6	353.6	393.6	433.6	473.6	513.6
55°	77.9	155.8	235.2	303.6	343.6	383.6	423.6	463.6	503.6	543.6
60°	85.8	171.6	261.3	330.4	370.4	410.4	450.4	490.4	530.4	570.4
65°	93.9	187.8	289.0	354.0	394.0	434.0	474.0	514.0	554.0	594.0
70°	102.2	204.4	318.6	375.6	415.6	455.6	495.6	535.6	575.6	615.6
75°	110.7	221.4	350.1	404.4	444.4	484.4	524.4	564.4	604.4	644.4
80°	119.4	238.8	383.4	430.8	470.8	510.8	550.8	590.8	630.8	670.8
85°	128.3	256.6	418.6	454.6	494.6	534.6	574.6	614.6	654.6	694.6
90°	137.4	274.8	456.0	476.0	516.0	556.0	596.0	636.0	676.0	716.0

Stemberg Lighting



LUMINAIRE SCHEDULE

CALLOUT	SYMBOL	LAMP	DESCRIPTION	BALLAST	MOUNTING	MODEL	VOLTS	QUANTITY	ARM LENGTH
A		Lumen 50-50, 40K LEDs (4x per head)	ML730 Large Millennia Fixture, Arm Mount, T3, Soft Vite 2 Flat	ELECTRONIC	POLE	Stemberg Lighting ML730-24-4017-ML618-S12	120V 1P 2W	17	4
B		Lumen 50-50, 40K, LEDs	ML730 LARGE MILLENNIA FIXTURE, ARM MOUNT, T3, SOFT VITE 2 FLAT (Outside of Project Frontage)	ELECTRONIC	POLE	Stemberg Lighting ML730-40-4015-ML618-S12	120V 1P 2K	21	4

INDEPENDENCE DRIVE

AVERAGE FOOT-CANDELS	1.38
MINIMUM FOOT-CANDELS	2.9
MINIMUM FOOT-CANDELS SATD	0.1
MINIMUM TO MAXIMUM FC SATD	0.04
MAXIMUM TO MINIMUM FC SATD	28.15
AVERAGE TO MINIMUM FC SATD	12.26

S. CHRYSLER DRIVE

AVERAGE FOOT-CANDELS	5.00
MINIMUM FOOT-CANDELS	2.6
MINIMUM FOOT-CANDELS SATD	0.1
MINIMUM TO MAXIMUM FC SATD	0.05
MAXIMUM TO MINIMUM FC SATD	34.83
AVERAGE TO MINIMUM FC SATD	8.00

Table ITC-1B1: Illuminance Method - Recommended Values

Street and Pedestrian Circles Area	Pavement Classification (Minimum Maintained Average Value)				Uniformity Ratio E_{min}/E_{max}	Volving Luminance Ratio L_{max}/L_{avg}
	Historical Coefficient R_p	R1	R2 and R3	R4		
Freeway Class A	N/A	0.6	0.9	0.8	3.0	0.3
Freeway Class B	N/A	0.4	0.6	0.5	3.0	0.3
Expressway	High	1.8	1.4	1.3	1.8	0.3
	Medium	0.8	1.2	1.0	1.8	0.3
	Low	0.6	0.9	0.8	3.0	0.2
Major (arterial)	High	1.2	1.3	1.5	3.0	0.3
	Medium	0.8	1.3	1.1	3.0	0.5
	Low	0.4	0.9	0.8	3.0	0.3
Collector	High	0.8	1.2	1.0	4.0	0.4
	Medium	0.6	0.9	0.8	4.0	0.4
	Low	0.4	0.6	0.5	2.0	0.4
Local	High	0.8	0.9	0.9	4.0	0.4
	Medium	0.5	0.7	0.6	0.9	0.4
	Low	0.3	0.4	0.4	0.9	0.4

CONSTITUTION DRIVE

AVERAGE FOOT-CANDELS	1.20
MINIMUM FOOT-CANDELS	7.1
MINIMUM FOOT-CANDELS SATD	0.1
MINIMUM TO MAXIMUM FC SATD	0.01
MAXIMUM TO MINIMUM FC SATD	90.94
AVERAGE TO MINIMUM FC SATD	16.05

N. CHRYSLER DRIVE

AVERAGE FOOT-CANDELS	1.68
MINIMUM FOOT-CANDELS	6.7
MINIMUM FOOT-CANDELS SATD	0.1
MINIMUM TO MAXIMUM FC SATD	0.01
MAXIMUM TO MINIMUM FC SATD	33.04
AVERAGE TO MINIMUM FC SATD	17.83

NOTE: CITY IS NOW REQUESTING ALL PROJECTS
1.) TO ENSURE NEW STERNBERG LIGHTS HAVE DIMMING DRIVERS (SEE SL-6).
2.) UPGRADE EXISTING STERNBERG LIGHTS ACROSS THE PROJECT FRONTAGE WITH A DIMMER KIT TO ADD ROTARY DIMMER OPTION. FOR SPECIFICATIONS AND INSTALLATION/USAGE INSTRUCTION (SEE SL-6).
3.) LIGHTING OUTPUT ON BOTH SIDES OF CONSTITUTION DRIVE AND INDEPENDENCE DRIVE TO CHANGE TO 45% OF CAPACITY.

Table ITC-1B2: Street Surface Classifications

Class	Q _s [*] Description	Made of Reflectance
R1	0.10 P.C. street surface. Asphalt street surface with a minimum of 12% of the aggregate composed of artificial lightener (e.g., Sympal) equivalent (e.g., talc, barite, quartz).	Mostly diffuse
R2	0.05 Asphalt street surface with an aggregate composed of minimum 60 percent gravel (size greater than 1 mm) in it. Asphalt street surface with 10% to 15% artificial lightener in aggregate mix. (Not normally used in North America)	Mixed (diffuse and specular)
R3	0.04 Asphalt street surface (regular and super seal) with dark aggregate (e.g., trap rock, stone) having slight rough texture after some months of use (typical highway).	Slightly specular
R4	0.03 Asphalt street surface with very smooth texture.	Mostly specular

* Q_s = representative mean luminance coefficient
Source: ASCE/IES RP-4-01(R2005)

SHEET INDEX

- PM-1 PHOTOMETRIC DETAILS
- PM-2 PHOTOMETRIC OVERALL
- PM-3-5 PHOTOMETRICS PLAN

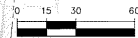
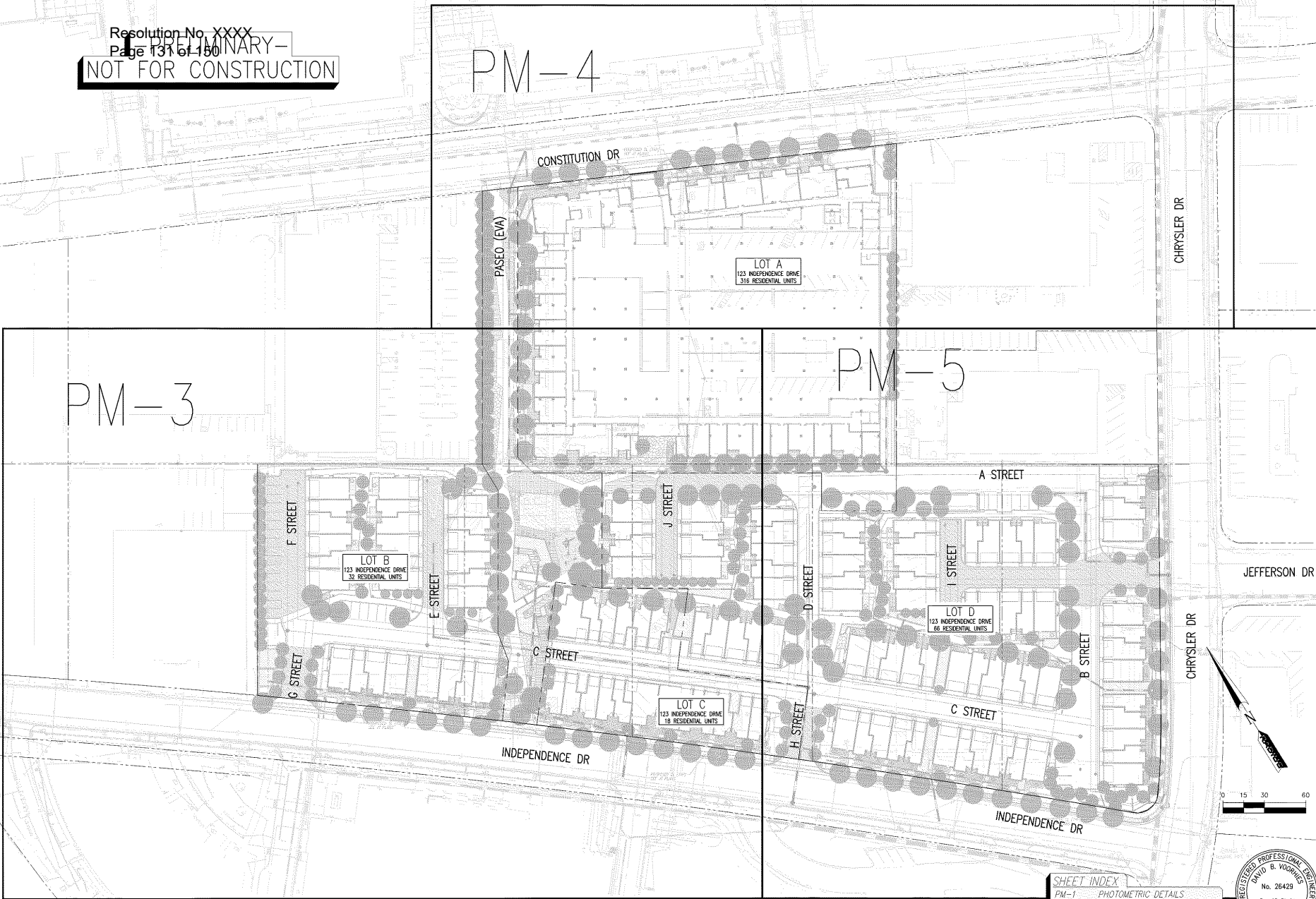


PRELIMINARY -
NOT FOR CONSTRUCTION

PM-4

PM-5

PM-3



SHEET INDEX	
PM-1	PHOTOMETRIC DETAILS
PM-2	PHOTOMETRIC OVERALL
PM-3-5	PHOTOMETRICS PLAN



123 Independence
 Menlo Park, CA

The Sobrato Organization
 599 Castro Street, Suite 400
 Mountain View, CA

Sheet Title:
PHOTOMETRICS OVERALL

Job No. 20004
 Date: 06/13/2023
 Scale: AS SHOWN
 Drawn By: ME

Sheet No.:

PM-2

UTILITIES
 Resolution No. xxxxx - PRELIMINARY -
 PLEASE CONTACT THE CITY ENGINEER FOR
 TIE IN LOCATIONS NOT FOR CONSTRUCTION

THIS IS NOT A BID DOCUMENT
 THIS DRAWING HAS NOT YET BEEN REVIEWED BY
 UTILITY COMPANIES AND IS SUBJECT TO CHANGE.

INDEPENDENCE DRIVE	
AVERAGE FOOT-CANDELES	1.28
MAXIMUM FOOT-CANDELES	2.9
MINIMUM FOOT-CANDELES	0.1
MINIMUM TO MAXIMUM FC RATIO	0.04
MAXIMUM TO MINIMUM FC RATIO	28.15
AVERAGE TO MINIMUM FC RATIO	12.25

LEGEND:

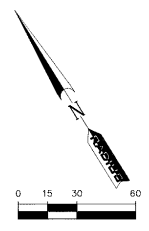
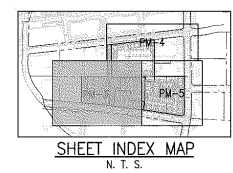
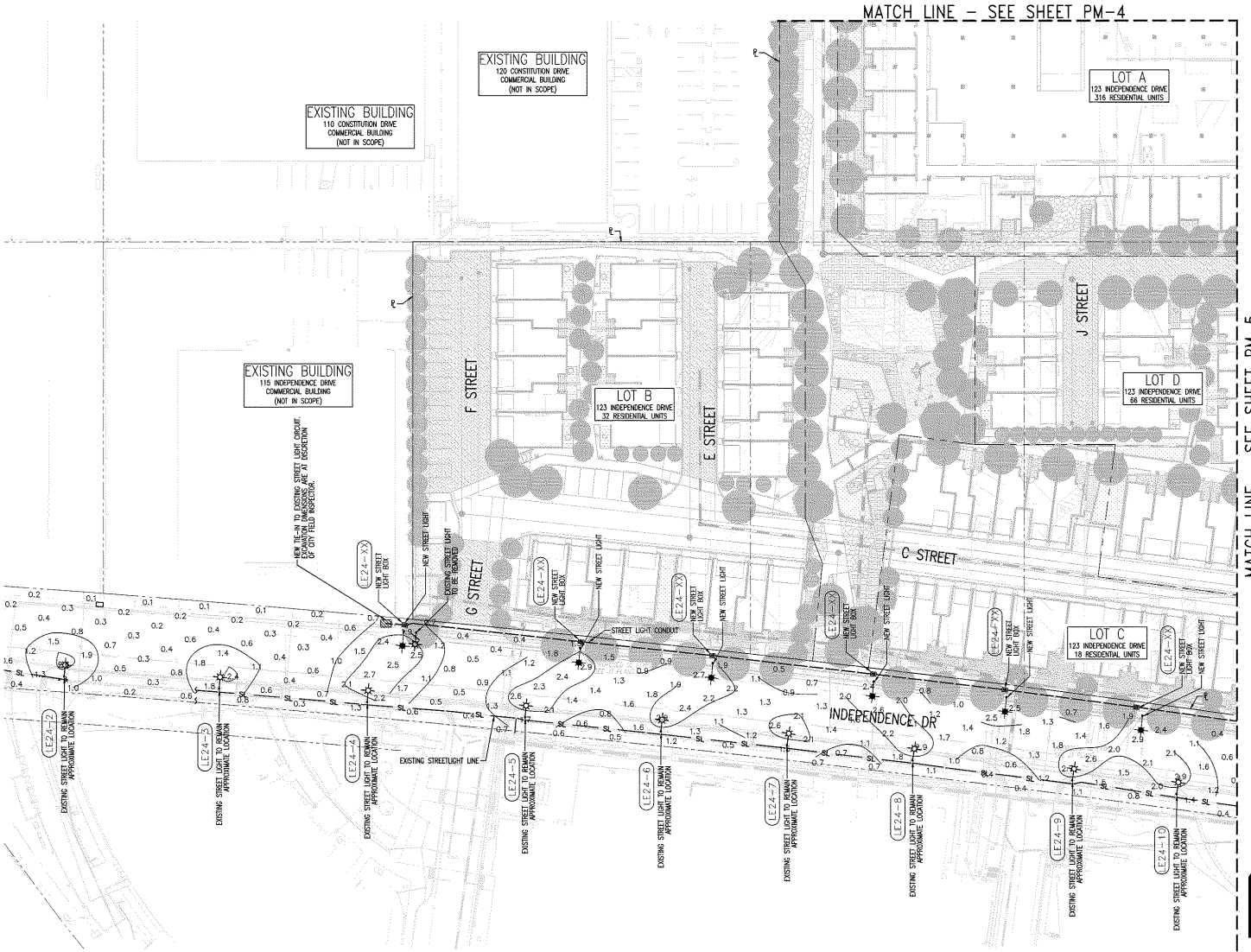
NEW

DESCRIPTION	SYMBOL
STREET LIGHT CONDUIT	—
POLE NUMBER	1234
STREET LIGHT	★

EXISTING

DESCRIPTION	SYMBOL
STREET LIGHT CONDUIT	SL
STREET LIGHT POLE NUMBER	1234
STREET LIGHT TO REMAIN	★
STREET LIGHT TO BE REMOVED	★

LEGEND NTS



SHEET INDEX

PM-1	PHOTOMETRIC DETAILS
PM-2	PHOTOMETRIC OVERALL
PM-3-5	PHOTOMETRICS PLAN



RADIUS DESIGN, INC.
 UTILITY DESIGN CONSULTANTS & ENGINEERS
 1460 MARINA LANE, SUITE 100, SAN ANTONIO, TEXAS 78202
 (214) 520-3442

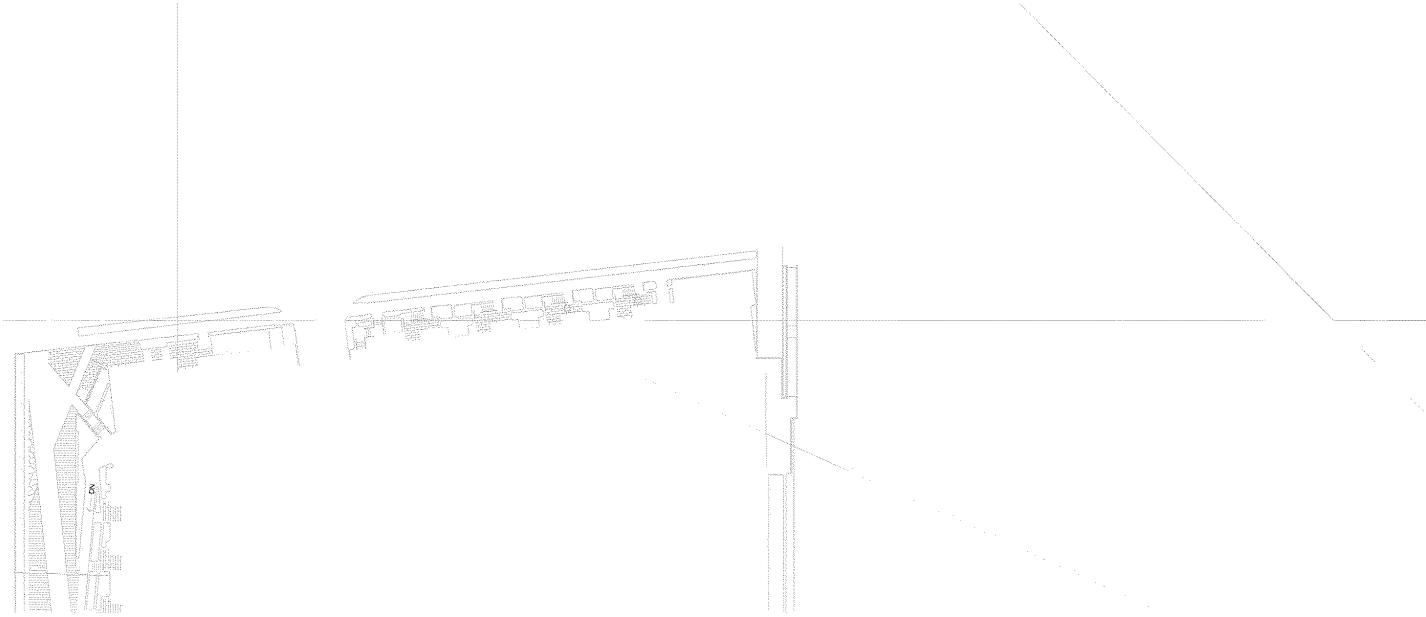
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 Menlo Park, CA

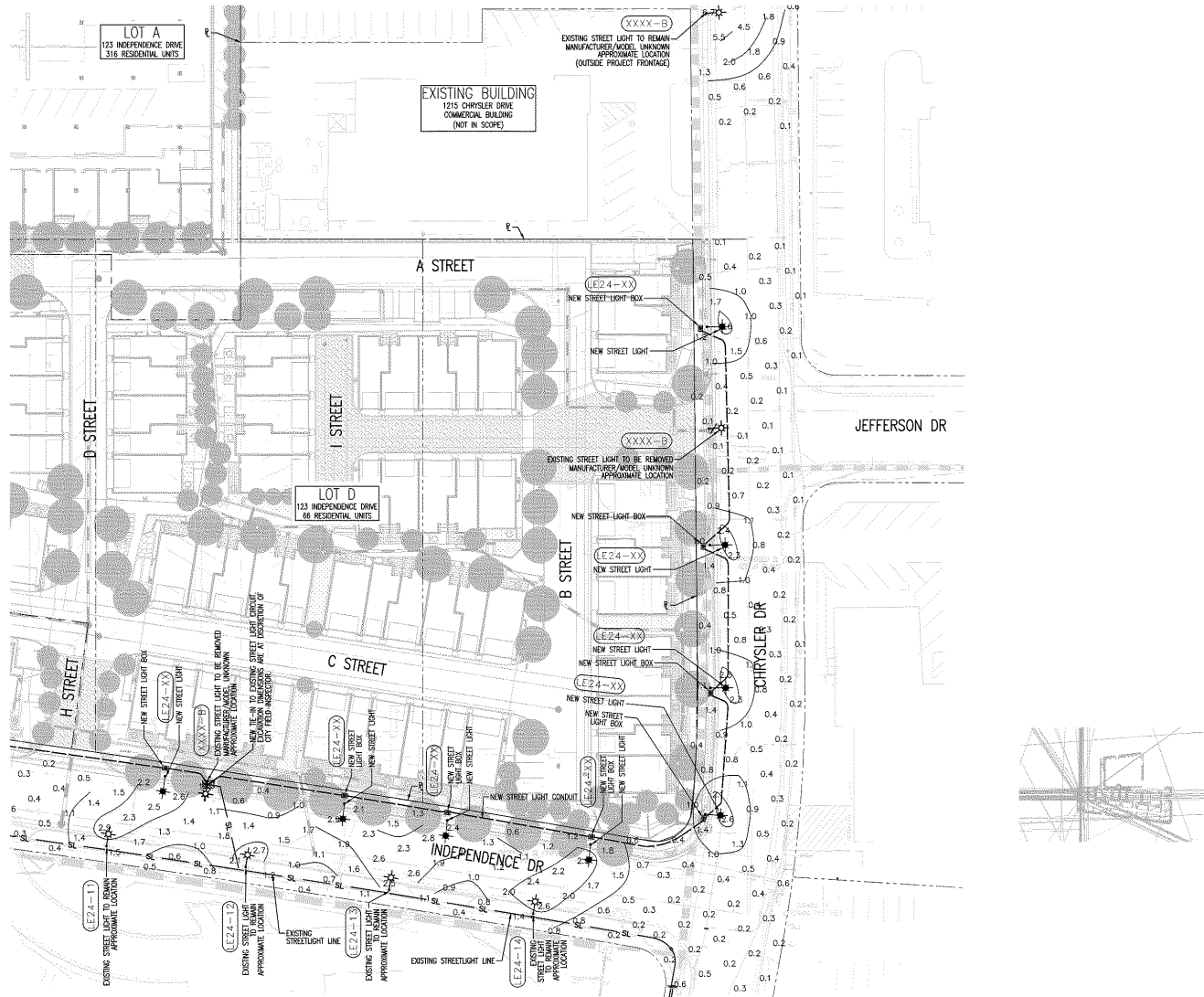
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 Mountain View, CA

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PHOTOMETRICS PLAN

Job No. 20004
 Date: 06/13/2023
 Scale: AS SHOWN
 Drawn By: ME

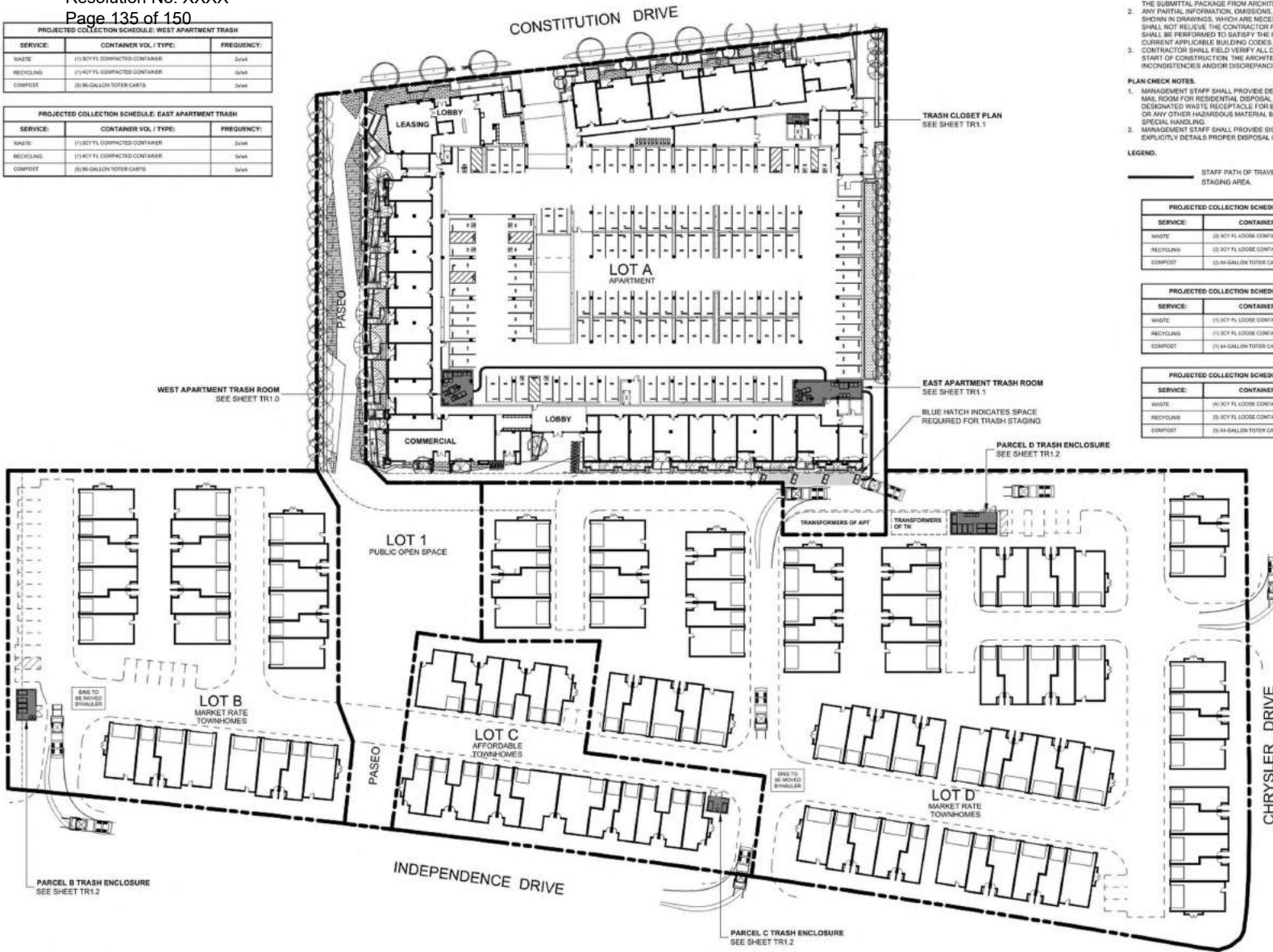
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PM-3





PROJECTED COLLECTION SCHEDULE: WEST APARTMENT TRASH		
SERVICE:	CONTAINER VOL. / TYPE:	FREQUENCY:
WASTE	(1) 3CY FL COMPACTED CONTAINER	2x/wk
RECYCLING	(1) 3CY FL COMPACTED CONTAINER	2x/wk
COMPOST	(2) 94-GALLON TOTEK CARTS	2x/wk

PROJECTED COLLECTION SCHEDULE: EAST APARTMENT TRASH		
SERVICE:	CONTAINER VOL. / TYPE:	FREQUENCY:
WASTE	(1) 3CY FL COMPACTED CONTAINER	2x/wk
RECYCLING	(1) 3CY FL COMPACTED CONTAINER	2x/wk
COMPOST	(2) 94-GALLON TOTEK CARTS	2x/wk



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 3. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO START OF CONSTRUCTION. THE ARCHITECT SHALL BE PROMPTLY NOTIFIED OF ANY INCONSISTENCIES AND/OR DISCREPANCIES.

- PLAN CHECK NOTES.**
1. MANAGEMENT STAFF SHALL PROVIDE DESIGNATED RECYCLING RECEPTACLE IN MAIN ROOMS FOR RESIDENTIAL DISPOSAL OF UNWANTED MAIL, AS WELL AS A DESIGNATED WASTE RECEPTACLE FOR BATTERIES, PAINT, FLUORESCENT BULBS, OR ANY OTHER HAZARDOUS MATERIAL BANNED FROM LANDFILL THAT REQUIRES SPECIAL HANDLING.
 2. MANAGEMENT STAFF SHALL PROVIDE SIGNAGE IN ALL TRASH VESTIBULES THAT EXPLICITLY DETAILS PROPER DISPOSAL OF WASTE, RECYCLING, AND COMPOST.

LEGEND.

— STAFF PATH OF TRAVEL FROM TRASH ROOMS TO TRASH STAGING AREA.

PROJECTED COLLECTION SCHEDULE: PARCEL B TRASH ENCLOSURE		
SERVICE:	CONTAINER VOL. / TYPE:	FREQUENCY:
WASTE	(2) 3CY FL LOOSE CONTAINERS	2x/wk
RECYCLING	(2) 3CY FL LOOSE CONTAINERS	2x/wk
COMPOST	(2) 94-GALLON TOTEK CARTS	2x/wk

PROJECTED COLLECTION SCHEDULE: PARCEL C TRASH ENCLOSURE		
SERVICE:	CONTAINER VOL. / TYPE:	FREQUENCY:
WASTE	(1) 3CY FL LOOSE CONTAINER	2x/wk
RECYCLING	(1) 3CY FL LOOSE CONTAINER	2x/wk
COMPOST	(2) 94-GALLON TOTEK CART	2x/wk

PROJECTED COLLECTION SCHEDULE: PARCEL D TRASH ENCLOSURE		
SERVICE:	CONTAINER VOL. / TYPE:	FREQUENCY:
WASTE	(4) 3CY FL LOOSE CONTAINERS	2x/wk
RECYCLING	(4) 3CY FL LOOSE CONTAINERS	2x/wk
COMPOST	(2) 94-GALLON TOTEK CARTS	2x/wk

TRASH ROUTE / STAGING PLAN
LEVEL 1

SCALE: 1/4" = 1'-0"



Architecture
Planning
Urban Design

1970 Broadway, Suite 500
Oakland, California 94612
(510) 451-2850

123 Independence
Menlo Park, CA

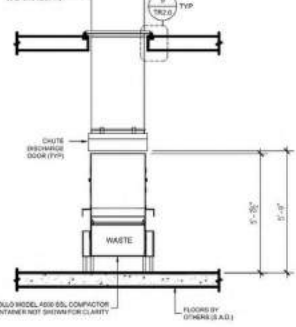
The Sobrato Organization
599 Castro Street, Suite 400
Mountain View, CA

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TRASH ROUTE / STAGING PLAN

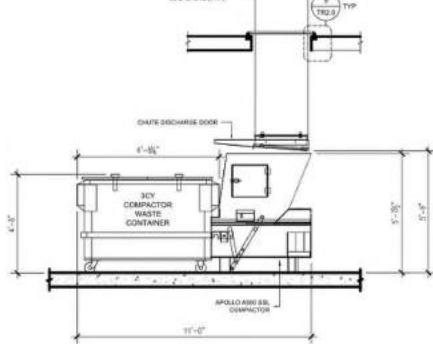
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Sheet No:
TR0.1

SECTION A-A
ELEVATION



SECTION B-B
ELEVATION



SECTIONS

AT WEST APARTMENT TRASH ROOM

PROJECTED COLLECTION SCHEDULE: WEST APARTMENT TRASH		
SERVICE	CONTAINER VOL / TYPE	FREQUENCY
WASTE	(1) 30Y FL COMPACTED CONTAINER	30M
RECYCLING	(1) 40Y FL COMPACTED CONTAINER	30M
COMPOST	(2) 36-GALLON TOTEY CARTS	30M

SHEET NOTES:

- WEST APARTMENT TRASH ROOM - LEVEL 1:**
- TRASH COLLECTION ROOM IS PART OF 2-HR FIRE-RATED TRASH CHUTE SHAFT - RESTRICTED ACCESS.
 - FLOOR SHALL BE FINISHED WITH WATERPROOF DECK COATING, FLOOR TO HAVE MINIMAL SLOPE (1" MAX) AND FLOOR DRAIN, FLOOR LEVEL UNDER COMPACTOR.
 - WALLS SHALL BE FINISHED WITH WASHABLE WATERPROOF SURFACE SUCH AS FIBR OR HIGH-GLOSS ENAMEL PAINT, 6" AFF.
 - INITIAL WALL PROTECTION: 1/2" NEW CONCRETE CURB AT BASE OF ALL NON-CONCRETE WALLS. DO NOT INSTALL THE CURB AROUND THE COMPACTOR OR POWER PACKS.
 - 2" ROLL UP DOOR AND 3FT EXIT DOOR.
 - ROOM SHALL BE MECHANICALLY VENTILATED WITH (1) CFMFT PER 2019 CBC, (2) 30Y CHUTE INTAKE CHUTES WITH (2) COMPACTOR FOR WASTE AND RECYCLING. PROVIDE 30Y FL COMPACTOR CONTAINERS FOR WASTE AND RECYCLING. CHUTES SHALL TERMINATE AT 2'-9" AFF.
 - 30Y COMPACTOR POWER PACKS SHALL BE FLOOR-MOUNTED. (2) 30Y 3-PHASE, 208/230/480V, (2) 30A DISCONNECTS 60" AFF.
 - MCP: CHUTE MASTER CONTROL PANEL SHALL BE WALL-MOUNTED 60" AFF. MUST ALLOW LOCK DOWN OF CHUTE INTAKES FOR EXCHANGING CONTAINERS AND WASHING CHUTES. REQUIRES 120V 15A DEDICATED SERVICE.
 - AS 2HP CHUTE AIR COMPRESSOR SHALL BE FLOOR-MOUNTED. REQUIRES 120V 15A SERVICE OUTLETS.
 - OD: ODOOR CONTROL UNIT SHALL BE WALL-MOUNTED 60" AFF. REQUIRES 120V 15A SERVICE OUTLETS.
 - HE: HOT AND COLD HOSE BBS SHALL BE WALL-MOUNTED BY AFF.
 - PROVIDE ELECTRIC PALLET TRUCK FOR TRANSFERRING CONTAINERS. 4000# CAPACITY, TURNING RADIUS: 45". REQUIRES 120V 15A SERVICE OUTLETS.
 - CHUTE DISCHARGE DOOR TYPE-A, HORIZONTALLY INSULATED SLIDING-STEEL DOOR. WELD OPEN BY 10T # 8 BUSHING LINK.
 - (1) UNDEDICATED 120V 15A SERVICE OUTLET REQUIRED FOR STAFF MAINTENANCE PURPOSE.

CHUTE INTAKE VESTIBULES - LEVELS 2 - 5:

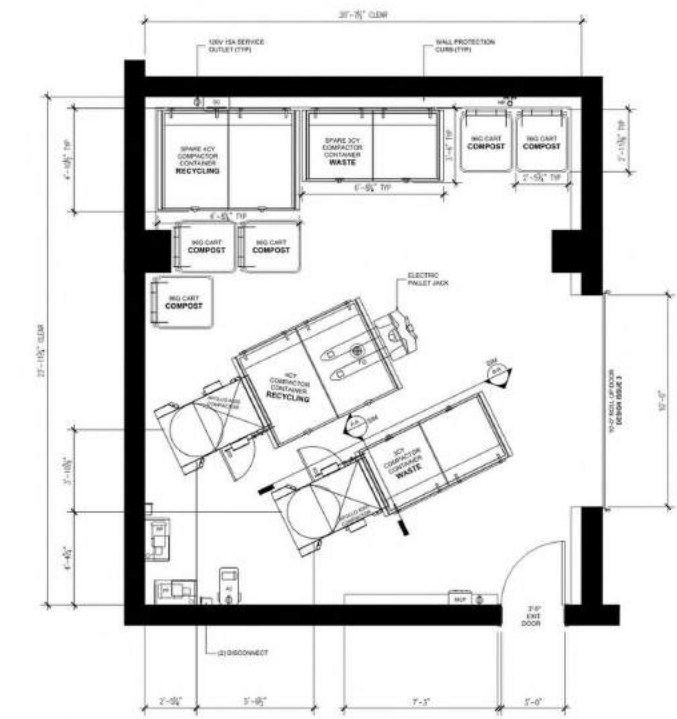
- CHUTE INTAKE VESTIBULES SHALL BE 1-HR FIRE-RATED WITH 45-MINUTE FIRE-RATED DOOR, 5'-6" MIN REQUIRED PER ADA STANDARDS - RESIDENTIAL ACCESS. PROVIDE (2) SELF-CLOSING, 18"X18" BOTTOM HINGED, ELECTRICALLY INTERLOCKED, AUTOMATIC OPENING INTAKE DOORS TO DISPOSE TRASH AND RECYCLING INTO COMPACTORS PER CBC 713.13.1. POWER TO INTAKE DOORS SUPPLIED BY MCP. SEE DETAIL 2182.1.
- CHUTE SHAFT SHALL NOT BE ERRECTED UNTIL CHUTE HAS BEEN INSTALLED. FOR SOUND PROOFING PURPOSES, DOUBLE STUD-WALLS ARE REQUIRED ADJACENT TO OCCUPIED SPACES. INTERIOR OF SHAFT SHALL BE TAPED TO PREVENT ODOROUS AIR LEAKING INTO OCCUPIED SPACES.
- PROVIDE ROUND FLOOR OPENINGS AT CONCRETE FLOORS AND SQUARED FLOOR OPENINGS AT WOOD-FRAME CONSTRUCTION. INSTALL FLOOR SUPPORT FRAME AT EACH FLOOR PENETRATION TO SECURE CHUTE. SEE DETAIL 5172.0 FOR ANCHORING AND MASON 5/8" RED SOUND ISOLATION PAD ASSEMBLY. POUR RINGS WILL VARY BASED ON THICKNESS OF FLOOR SLAB AND SHALL BE PROVIDED BY MANUFACTURER.

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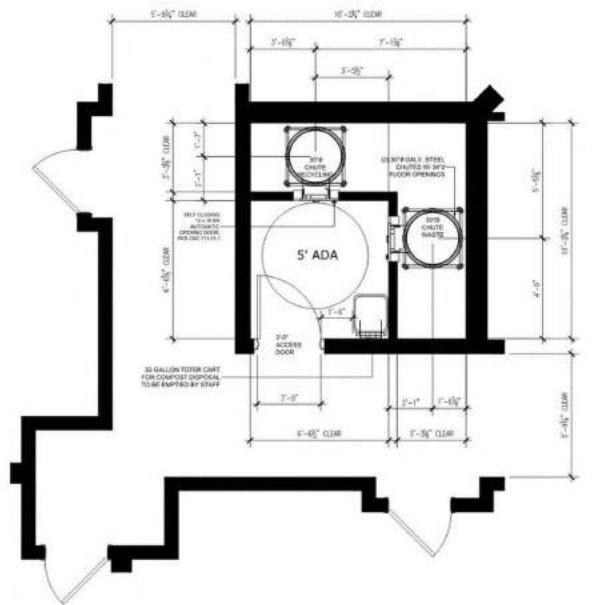
DESIGN ISSUES:

- RELOCATE CHUTES PER PLAN TO STACK VERTICALLY THROUGHOUT BUILDING.
- AT UPPER LEVELS, RELOCATE VESTIBULE PER PLAN TO MATCH RELOCATED CHUTES.
- INSTALL 10'-8" WIDE ROLL UP DOOR AND OMIT SECOND 3'-0" ACCESS DOOR.



WEST APARTMENT TRASH ROOM PLAN
LEVEL 1

SCALE: 1/8" = 1'-0"



WEST CHUTE INTAKE VESTIBULE
TYPICAL AT LEVELS 2-5

SCALE: 1/8" = 1'-0"



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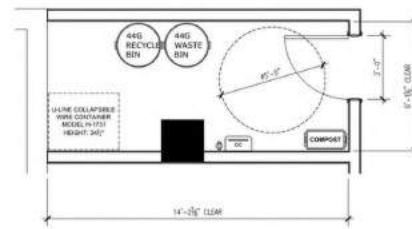
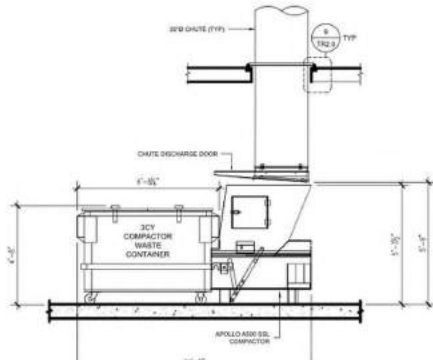
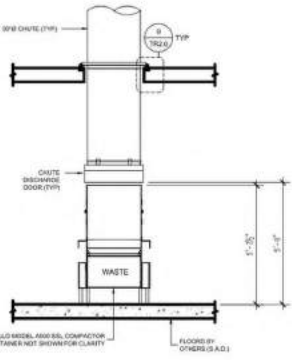
Sheet Title:
WEST APARTMENT TRASH ROOM PLAN

Job No: 20004
Date: 06/13/23
Scale: As Indicated
BM

Sheet No:
TR1.0

PROJECTED COLLECTION SCHEDULE - EAST APARTMENT TRASH		
SERVICE	CONTAINER VOL / TYPE	FREQUENCY
WASTE	(1) 30Y FL COMPACTED CONTAINER	30M
RECYCLING	(1) 40Y FL COMPACTED CONTAINER	30M
COMPOST	(2) 36-GALLEN TOTEY CARTS	30M

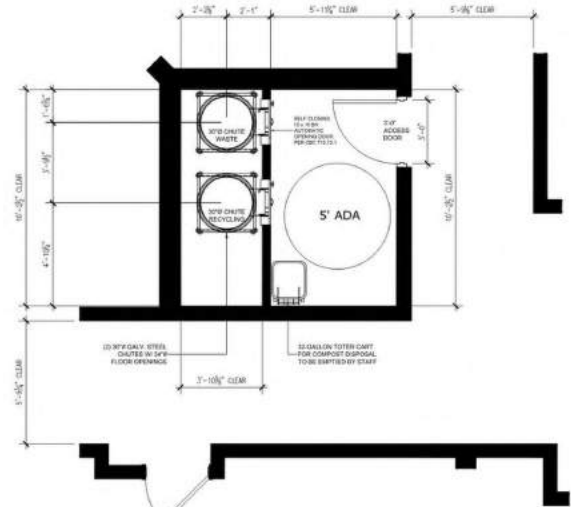
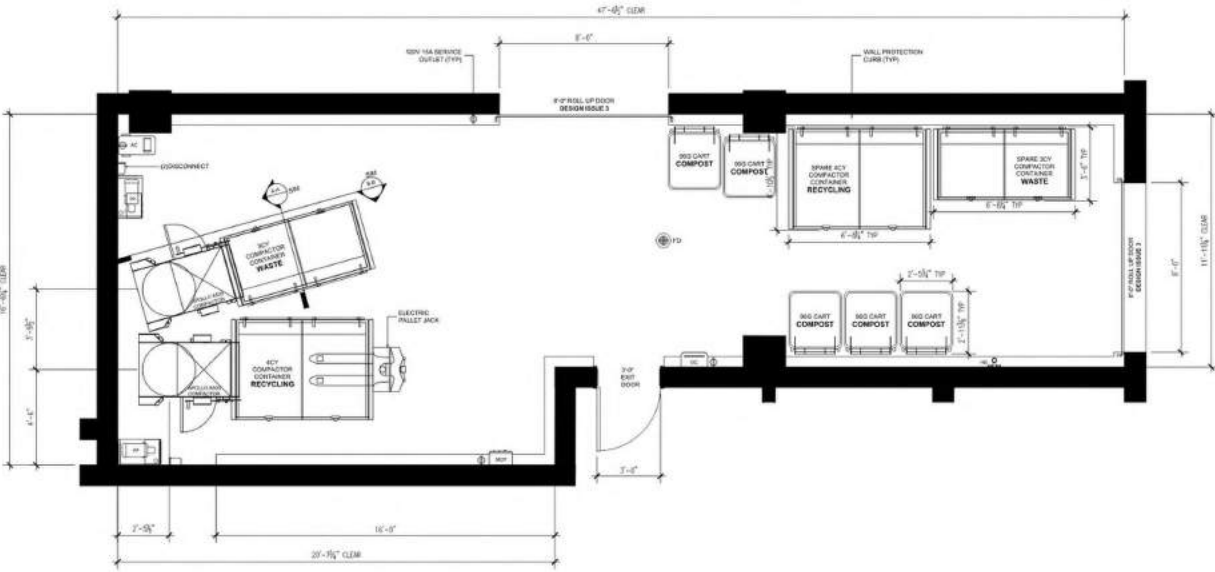
- GENERAL NOTES:**
- EAST APARTMENT TRASH ROOM - LEVEL 1:**
- TRASH COLLECTION ROOM IS PART OF 2-HR FIRE-RATED TRASH CHUTE SHAFT - RESTRICTED ACCESS.
 - FLOOR SHALL BE FINISHED WITH WATERPROOF DECK COATING, FLOOR TO HAVE MINIMAL SLOPE 1" IN 100 AND FLOOR DRAIN FLOOR LEVEL UNDER COMPACTOR.
 - WALLS SHALL BE FINISHED WITH WASHABLE WATERPROOF SURFACE SUCH AS FIBR OR HIGH GLOSS ENAMEL PAINT, 6" O' AFF.
 - INITIAL WALL PROTECTION: 1" MINIMUM CONCRETE CURB AT BASE OF ALL NON-CONCRETE WALLS. DO NOT INSTALL THE CURB AROUND THE COMPACTOR OR POWER PAKS.
 - (2) 8" ROLL UP DOORS AND 3FT EXIT DOOR.
 - ROOM SHALL BE MECHANICALLY VENTILATED WITH (1) CFMFT PER 2019 CBC.
 - (2) 30Y GBAUTY CHUTES WITH (2) COMPACTOR FOR WASTE AND RECYCLING. PROVIDE 30Y FL COMPACTOR CONTAINERS FOR WASTE AND RECYCLING. CHUTES SHALL TERMINATE AT 2' AFF.
 - 30Y COMPACTOR POWER TRACTS SHALL BE FLOOR-MOUNTED. (2) SHP 3-PHASE 208/230/480V. (2) 3BA DISCONNECTS 60" AFF.
 - MEP: CHUTE MASTER CONTROL PANEL SHALL BE WALL-MOUNTED 6' AFF. MUST ALLOW LOCK DOWN OF CHUTE INTAKES FOR EXCHANGING CONTAINERS AND WASHING CHUTES. REQUIRES 120V 15A DEDICATED SERVICE.
 - AS 3" CHUTE AIR COMPRESSOR SHALL BE FLOOR-MOUNTED. REQUIRES 120V 15A SERVICE OUTLETS.
 - OD: ODOOR CONTROL UNIT SHALL BE WALL-MOUNTED 6' AFF. REQUIRES 120V 15A SERVICE OUTLETS.
 - HE: HOT AND COLD H2O2 H88 SHALL BE WALL-MOUNTED BY AFF.
 - PROVIDE ELECTRIC PALLET TRUCK FOR TRANSPORTING CONTAINERS. 400LB CAPACITY. TURNING RADIUS: 45". REQUIRES 120V 15A SERVICE OUTLETS.
 - CHUTE DISCHARGE DOOR TYPE-A. HORIZONTALLY INSULATED SLIDING-STEEL DOOR. WELD OPEN BY 180" F RIGIBLE LINK.
 - (1) UNDEDICATED 120V 15A SERVICE OUTLET REQUIRED FOR STAFF MAINTENANCE PURPOSE.



SECTIONS
AT EAST APARTMENT TRASH ROOM

TRASH CLOSET PLAN
LEVEL 1

- CHUTE INTAKE VESTIBULES - LEVELS 2 - 5:**
- CHUTE INTAKE VESTIBULES SHALL BE 2-HR FIRE-RATED AS 45-MINUTE FIRE-RATED DOOR. 5'-0" MIN REQUIRED PER ADA STANDARDS - RESIDENTIAL ACCESS. PROVIDE (2) SELF-CLOSING, 180° BOTTOM HINGED, ELECTRICALLY INTERLOCKED, AUTOMATIC OPENING INTAKE DOORS TO DISPOSE TRASH AND RECYCLING INTO COMPACTORS PER CBC 713.13.1. POWER TO INTAKE DOORS SUPPLIED BY MEP. SEE DETAIL 2182.2.
 - CHUTE SHAFT SHALL NOT BE ERRECTED UNTIL CHUTE HAS BEEN INSTALLED. FOR SOUND PROOFING PURPOSES, DOUBLE STUD WALLS ARE REQUIRED ADJACENT TO OCCUPIED SPACES. INTERIOR OF SHAFT SHALL BE TAPED TO PREVENT ODOROUS AIR LEAKING INTO OCCUPIED SPACES.
 - PROVIDE SOUND FLOOR OPENINGS AT CONCRETE FLOORS AND SQUARED FLOOR OPENINGS AT WOOD-FRAME CONSTRUCTION. INSTALL FLOOR SUPPORT FRAME AT EACH FLOOR PENETRATION TO SECURE CHUTE. SEE DETAIL 917B FOR ANCHORING AND MASON 3/8" RED SOUND ISOLATOR PAD ASSEMBLY. POUR RINGS WILL VARY BASED ON THICKNESS OF FLOOR SLAB AND SHALL BE PROVIDED BY MANUFACTURER.
- GENERAL NOTES:**
- ANY DESIGNS OR SOLUTIONS SHOWN IN DRAWING, EITHER DIRECT OR IMPLIED, ARE HEREBY CLARIFIED AS EXAMPLES AND SHALL NOT BE CONSIDERED COMPLETE DESIGNS FOR CONSTRUCTION. THESE DRAWINGS ARE INTENDED TO SUPPLEMENT THE SUBMITTAL PACKAGE FROM ARCHITECT.
 - ANY PARTIAL INFORMATION, OMISSIONS, OR INACCURATE DESCRIPTIONS OF WORK SHOWN IN DRAWINGS, WHICH ARE NECESSARY TO PERFOM THE SCOPE OF WORK SHALL BE PERFORMED TO SATISFY THE MINIMUM REQUIREMENTS OF THE CURRENT APPLICABLE BUILDING CODES.
 - CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO START OF CONSTRUCTION. THE ARCHITECT SHALL BE PROMPTLY NOTIFIED OF ANY INCONSISTENCIES AND/OR DISCREPANCIES.
- DESIGN ISSUES:**
- RELOCATE CHUTES PER PLAN TO STACK VERTICALLY THROUGHOUT BUILDING.
 - AT UPPER LEVELS: REVERSE VESTIBULE PER PLAN TO MATCH RELOCATED CHUTES.
 - INSTALL (2) 8'-0" WIDE ROLL-UP DOORS AND OMIT SECOND 3'-0" ACCESS DOOR.



EAST APARTMENT TRASH ROOM PLAN
LEVEL 1

EAST CHUTE INTAKE VESTIBULE
TYPICAL AT LEVELS 2-5



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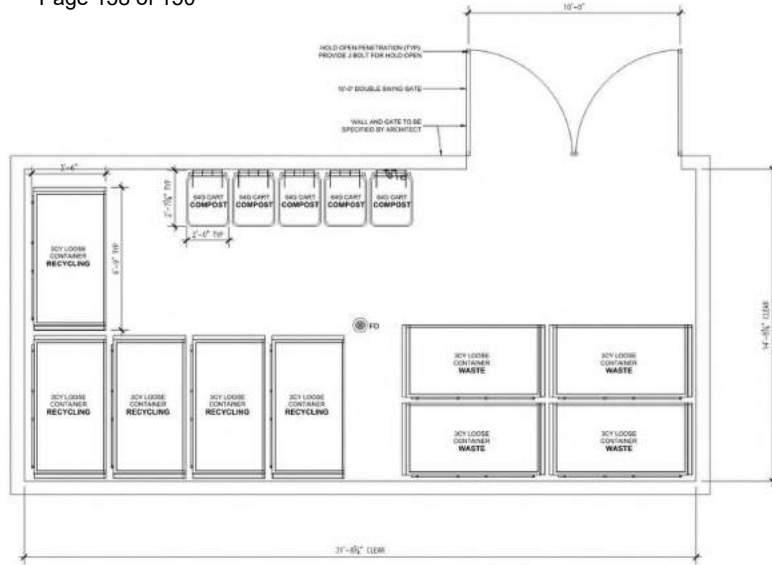
123 Independence
Menlo Park, CA

The Sobrato Organization
599 Castro Street, Suite 400
Mountain View, CA

Sheet Title:
EAST APARTMENT TRASH ROOM PLAN

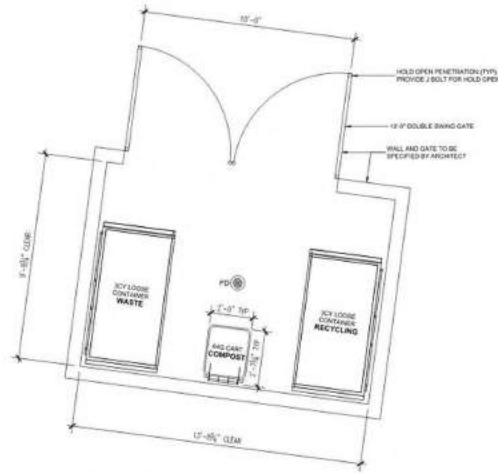
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Date: 06/13/23
Scale: As Indicated
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Sheet No:
TR1.1



PARCEL D TRASH ENCLOSURE PLAN

LEVEL 1 SCALE: 1/8" = 1'-0"



PARCEL C TRASH ENCLOSURE PLAN

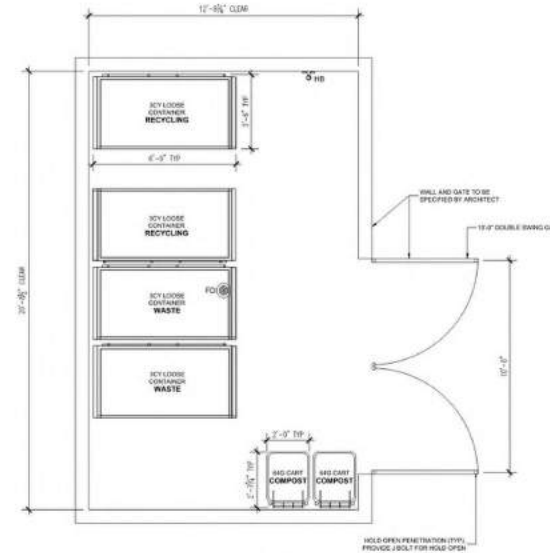
LEVEL 1 SCALE: 1/8" = 1'-0"

PROJECTED COLLECTION SCHEDULE: PARCEL B TRASH ENCLOSURE		
SERVICE	CONTAINER VOL / TYPE	FREQUENCY
WASTE	(1) 30Y FL LOOSE CONTAINERS	1/week
RECYCLING	(2) 30Y FL LOOSE CONTAINERS	2/week
COMPOST	(1) 64-GALLON TOTEY CARTS	2/week

PROJECTED COLLECTION SCHEDULE: PARCEL C TRASH ENCLOSURE		
SERVICE	CONTAINER VOL / TYPE	FREQUENCY
WASTE	(1) 30Y FL LOOSE CONTAINERS	1/week
RECYCLING	(2) 30Y FL LOOSE CONTAINERS	2/week
COMPOST	(1) 64-GALLON TOTEY CARTS	2/week

PROJECTED COLLECTION SCHEDULE: PARCEL D TRASH ENCLOSURE		
SERVICE	CONTAINER VOL / TYPE	FREQUENCY
WASTE	(1) 30Y FL LOOSE CONTAINERS	1/week
RECYCLING	(2) 30Y FL LOOSE CONTAINERS	2/week
COMPOST	(1) 64-GALLON TOTEY CARTS	2/week

- TOWNHOME TRASH ENCLOSURES**
- (3) 16'-0" WIDE SWING GATES
 - HE, HOT AND COLD HOSE BIB SHALL BE WALL-MOUNTED 8' AFF.
- GENERAL NOTES:**
- ANY DESIGNS OR SOLUTIONS SHOWN IN DRAWING, EITHER DIRECT OR IMPLIED, ARE HEREBY CLARIFIED AS EXAMPLES AND SHALL NOT BE CONSIDERED COMPLETE DESIGNS FOR CONSTRUCTION. THESE DRAWINGS ARE INTENDED TO SUPPLEMENT THE SUBMITTAL PACKAGE FROM ARCHITECT.
 - ANY PARTIAL, INFORMATION, OMISSIONS, OR INACCURATE DESCRIPTIONS OF WORK SHOWN IN DRAWINGS, WHICH ARE NECESSARY TO PERFORM THE SCOPE OF WORK, SHALL NOT RELIEVE THE CONTRACTOR FROM COMPLETION OF WORK. ALL WORK SHALL BE PERFORMED TO SATISFY THE MINIMUM REQUIREMENTS OF THE CURRENT APPLICABLE BUILDING CODES.
 - CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO START OF CONSTRUCTION. THE ARCHITECT SHALL BE PROMPTLY NOTIFIED OF ANY INCONSISTENCIES AND/OR DISCREPANCIES.



PARCEL B TRASH ENCLOSURE PLAN

LEVEL 1 SCALE: 1/8" = 1'-0"

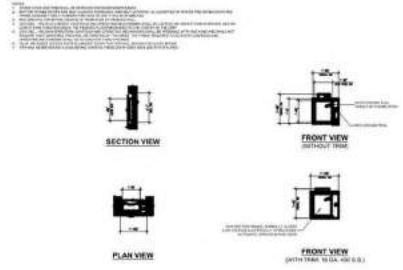


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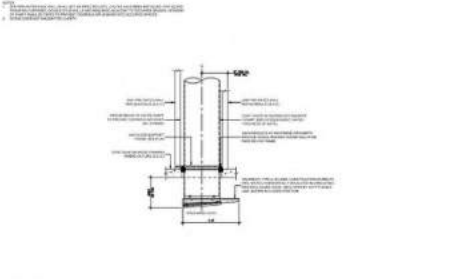
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TOWNHOME TRASH ENCLOSURES
Job No: 20004
Date: 06/13/23
Scale: As Indicated
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Sheet No:
TR1.2



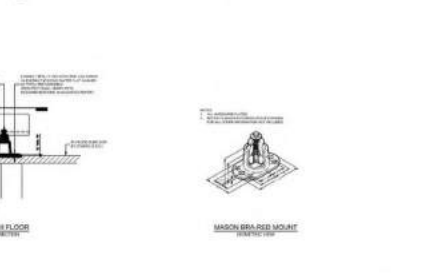
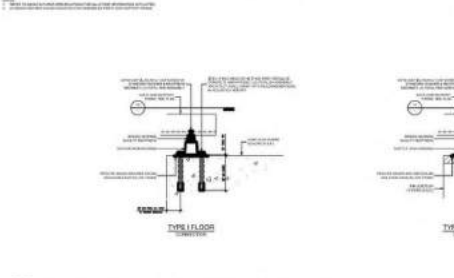
1 WALL PROTECTION CONCRETE CURB SCALE: 3/4" = 1'-0"

2 CHUTE INTAKE DOOR UPPER LEVELS SCALE: 3/4" = 1'-0"



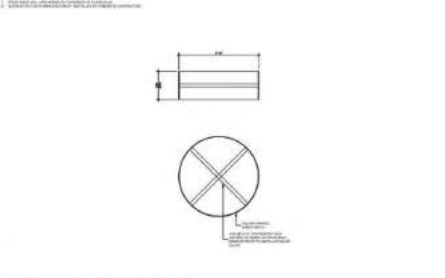
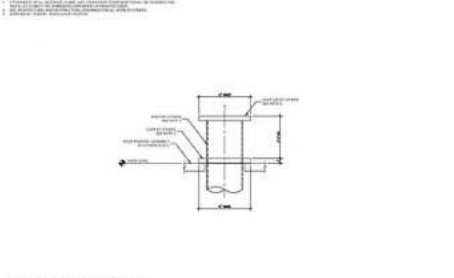
5 CHUTE AIR AND SOUND ISOLATION SCALE: 3/4" = 1'-0"

6 DISINFECTING AND SANITATION UNIT W/ FIRE SPRINKLER NOZZLE AT HIGHEST INTAKE SCALE: 3/4" = 1'-0"



9 FLOOR SUPPORT FRAME ANCHORING TYPE I AND TYPE II CONSTRUCTION SCALE: 3/4" = 1'-0"

8 CHUTE SHAFT AT INTAKE UPPER LEVELS SCALE: 3/4" = 1'-0"



13 CHUTE VENT AT ROOF LEVEL SCALE: 3/4" = 1'-0"

14 POUR RING DETAIL SCALE: 3/4" = 1'-0"



15 MINIMUM CHUTE SHAFT DETAILS PLAN VIEWS SCALE: 3/4" = 1'-0"



SHEET NOTES: 30" DIA CHUTE DETAILS

- CHUTE MATERIAL: GALVANIZED OR GALVANEAL 16-GAUGE STEEL
- 2-PIR FIRE-RATED WALL ASSEMBLIES ENCASED CHUTE SHAFT. FACE WALL SHALL NOT BE ERECTED UNTIL CHUTES HAVE BEEN INSTALLED.
- SEE ARCHITECTURAL AND/OR STRUCTURAL DRAWINGS TO VERIFY ALL INFORMATION NOT RELATED TO ATMS SCOPE OF WORK FOR AGREEMENT.
- POUR RINGS WILL VARY BASED ON THICKNESS OF FLOOR SLAB AND SHALL BE PROVIDED BY MANUFACTURER.

GENERAL NOTES:

- ANY DESIGNS OR SOLUTIONS SHOWN IN DRAWING, EITHER DIRECT OR IMPLIED, ARE HEREBY CLARIFIED AS EXAMPLES AND SHALL NOT BE CONSIDERED COMPLETE DESIGNS FOR CONSTRUCTION. THESE DRAWINGS ARE INTENDED TO SUPPLEMENT THE SUBMITTAL PACKAGE FROM ARCHITECT.
- ANY PARTIAL INFORMATION, OMISSIONS, OR INACCURATE DESCRIPTIONS OF WORK SHOWN IN DRAWINGS, WHICH ARE NECESSARY TO PERFORM THE SCOPE OF WORK, SHALL NOT RELIEVE THE CONTRACTOR FROM COMPLETION OF WORK. ALL WORK SHALL BE PERFORMED TO SATISFY THE MINIMUM REQUIREMENTS OF THE CURRENT APPLICABLE BUILDING CODES.
- CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO START OF CONSTRUCTION. THE ARCHITECT SHALL BE PROMPTLY NOTIFIED OF ANY INCONSISTENCIES AND/OR DISCREPANCIES.



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Sheet Title:
**CHUTE DETAILS
30" DIAM**

Job No: 20004
Date: 06/13/23
Scale: As Indicated
BM

Sheet No:
TR2.0

Sobrato Development Company, LLC
Sobrato Builders, Incorporated License
No. 809296
Sobrato Construction Corporation
License No. 642512

Sobrato Family Holdings, LLC
Sobrato Family Foundation

July 26, 2023

Menlo Park Planning Division
701 Laurel Street
Menlo Park, CA 94025
RE: 123 Independence Project | Menlo Park, CA

Dear Payal,

TSO is proposing to phase the subdivision at 123 Independence Drive, to allow for flexibility of the development, which complements the phased construction approached we have all discussed during the entitlement stage. TSO is proposing two (2) mapping phases for the development by filing two (2) final maps.

The first phase/map would consist of merging all the existing parcels, see Exhibit A and creating four (4) lots, as shown in Exhibit B. Lot A will be for the apartment building, and Lot 1 includes the paseo and public park. The other lots, Lot B and C, will be the remainder of the site to create the townhome lots.

The second phase/map would be to further subdivide Lot B and Lot C for condominium purposes and Lot C into two (2) Lots (Lot C, Lot D), see Exhibit B. Lots B, C and D will also be used for condominium purposes when the townhome structures are built.

This phased approach allows us to begin the PG&E Rule 20 work, utility undergrounding, which will allow for the pre-construction / horizontal work to begin sooner and as a result, bring much needed homes to the area faster. In addition, with the uncertainty in the real estate and financial markets, it would be beneficial to be able to phase the mapping to coincide with construction. This will allow for construction financing to encumber only the portion of the property being constructed in that phase. Given there will be more than one developer of this development, TSO and an affordable housing developer, with different construction schedules, the construction starts will vary and a phased map, enabling the development to be constructed and permitted separately, will allow for the needed flexibility for each developer to optimize its financing strategy. A phased approach and the impact on the tentative map are stated in the Subdivision Map Act [section 66452.6](#) and [section 66456.1](#).

If you have any questions or want to discuss further, please do not hesitate to give us a call.

Sincerely,



Peter Tsai
Senior Vice President, Real Estate Development
The Sobrato Organization



Exhibit B – Phase 1

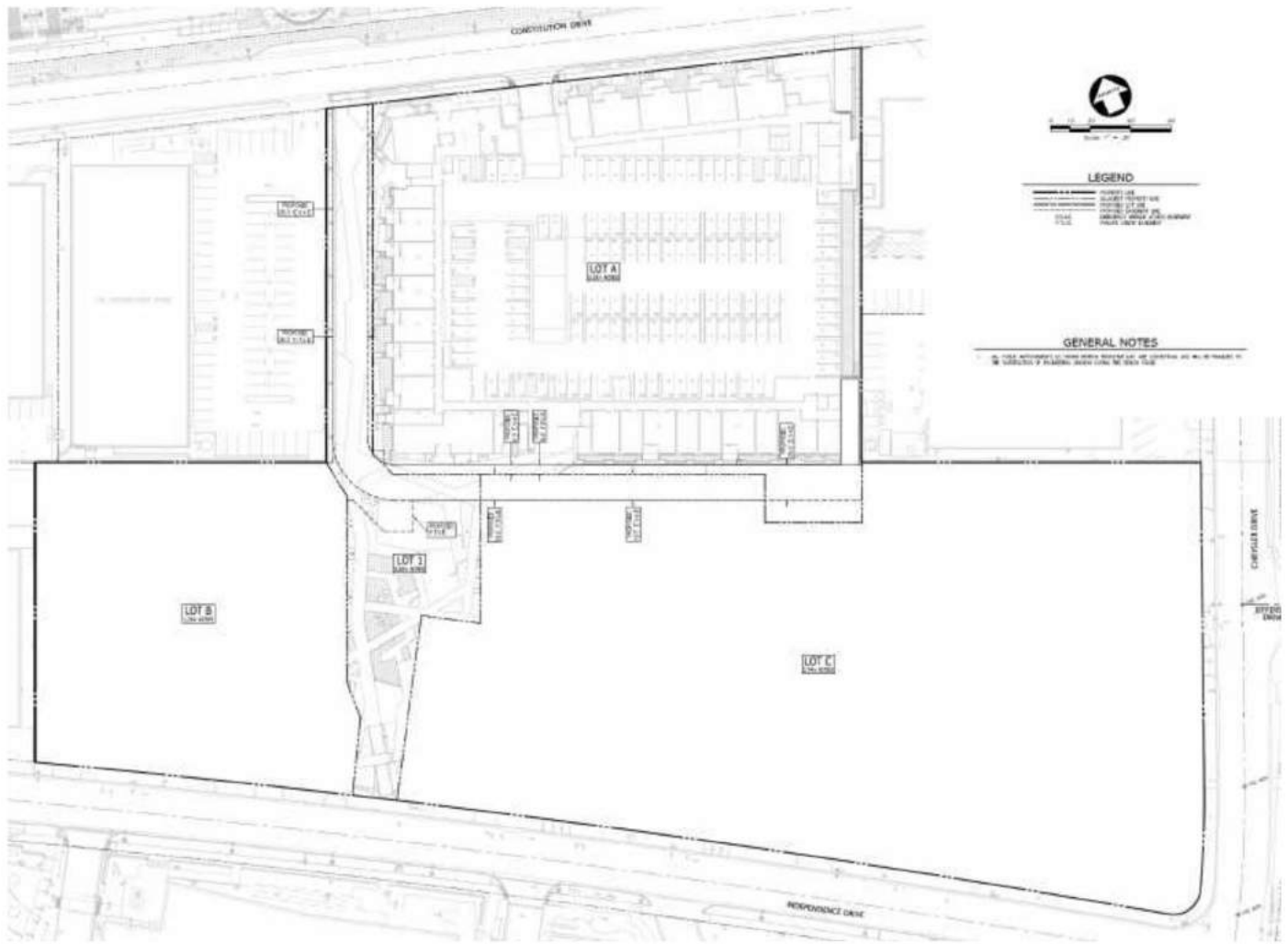
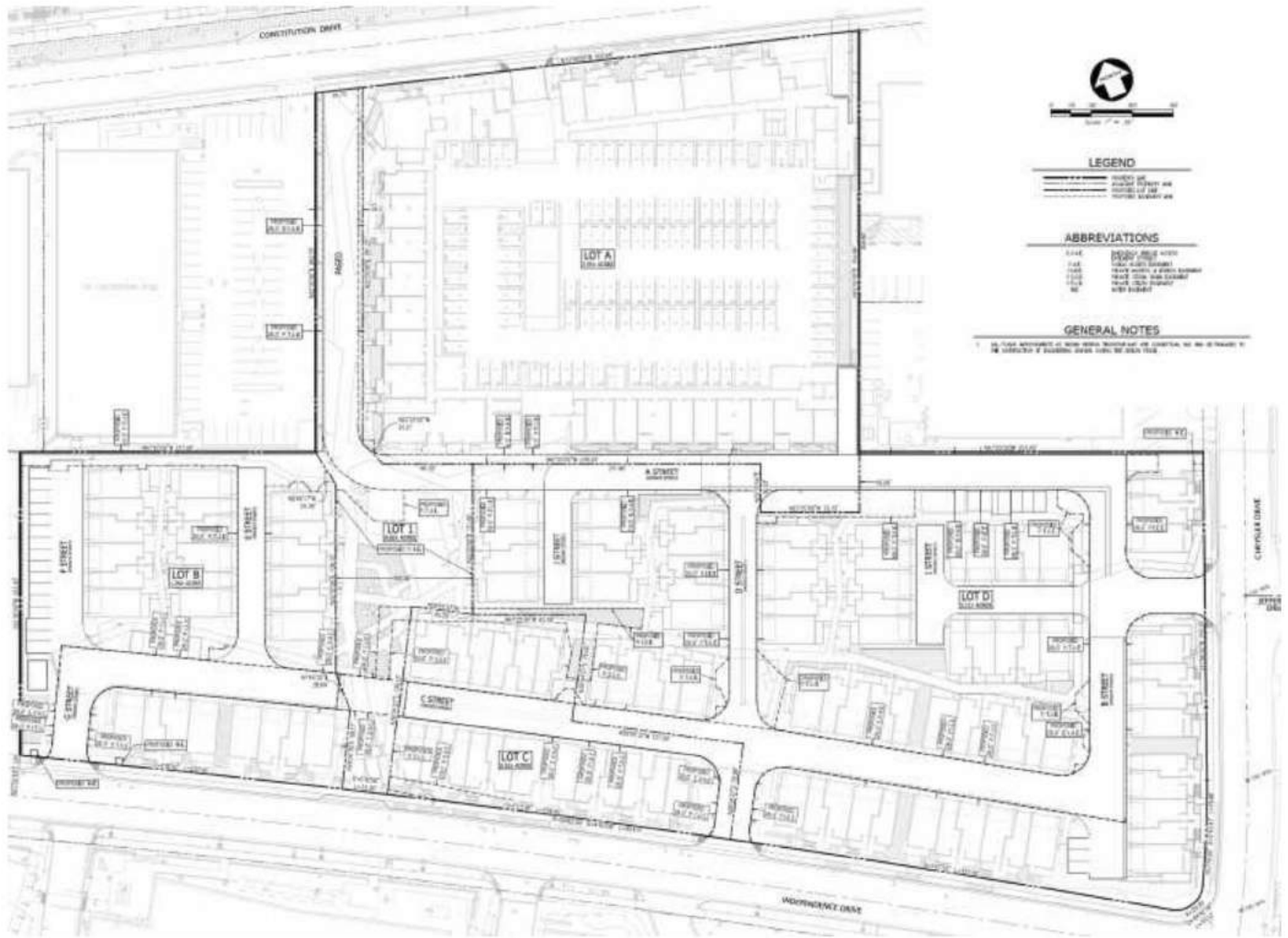
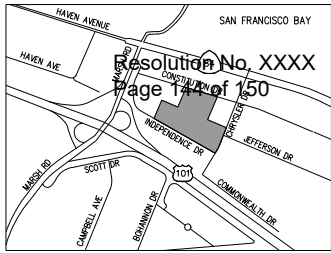


Exhibit C – Phase 2



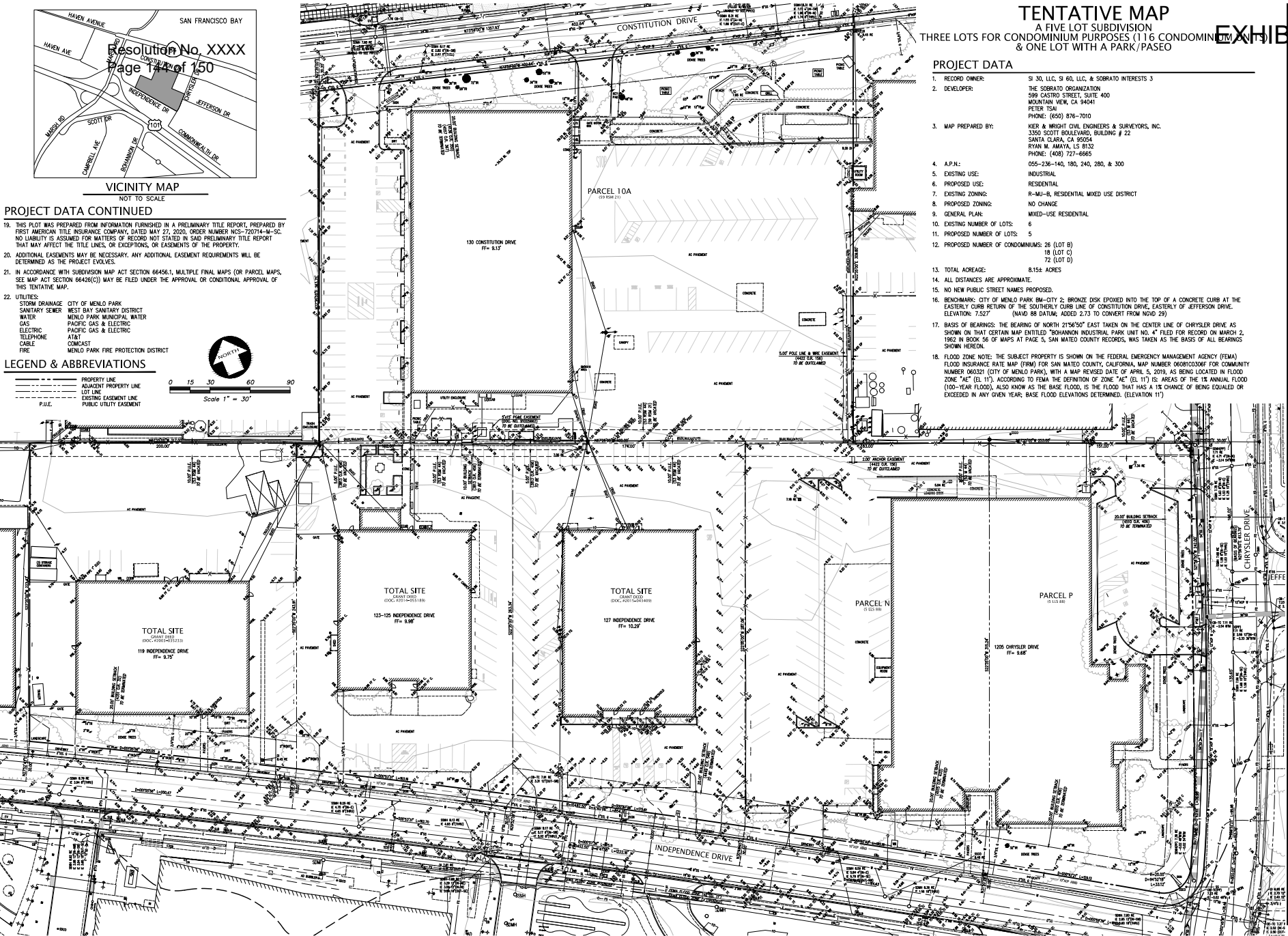
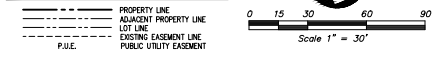


VICINITY MAP
NOT TO SCALE

PROJECT DATA CONTINUED

19. THIS PLOT WAS PREPARED FROM INFORMATION FURNISHED IN A PRELIMINARY TITLE REPORT, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED MAY 27, 2020, ORDER NUMBER NCS-720714-M-SC. NO LIABILITY IS ASSUMED FOR MATTERS OF RECORD NOT STATED IN SAID PRELIMINARY TITLE REPORT THAT MAY AFFECT THE TITLE LINES, OR EXCEPTIONS, OR EASEMENTS OF THE PROPERTY.
20. ADDITIONAL EASEMENTS MAY BE NECESSARY. ANY ADDITIONAL EASEMENT REQUIREMENTS WILL BE DETERMINED AS THE PROJECT EVOLVES.
21. IN ACCORDANCE WITH SUBDIVISION MAP ACT SECTION 66456.1, MULTIPLE FINAL MAPS (OR PARCEL MAPS, SEE MAP ACT SECTION 66428(C)) MAY BE FILED UNDER THE APPROVAL OR CONDITIONAL APPROVAL OF THIS TENTATIVE MAP.
22. UTILITIES:
 - STORM DRAINAGE CITY OF MENLO PARK
 - SANITARY SEWER WEST BAY SANITARY DISTRICT
 - WATER MENLO PARK MUNICIPAL WATER
 - GAS PACIFIC GAS & ELECTRIC
 - ELECTRIC PACIFIC GAS & ELECTRIC
 - TELEPHONE AT&T
 - CABLE COMCAST
 - FIRE MENLO PARK FIRE PROTECTION DISTRICT

LEGEND & ABBREVIATIONS



TENTATIVE MAP
A FIVE LOT SUBDIVISION
THREE LOTS FOR CONDOMINIUM PURPOSES (116 CONDOMINIUM UNITS)
& ONE LOT WITH A PARK/PASEO

- PROJECT DATA**
1. RECORD OWNER: SI 30, LLC, SI 60, LLC, & SOBRATO INTERESTS 3
 2. DEVELOPER: THE SOBRATO ORGANIZATION
599 CASTRO STREET, SUITE 400
MOUNTAIN VIEW, CA 94034
PETER TSAI
PHONE: (650) 876-7010
 3. MAP PREPARED BY: KIER + WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.
3350 SCOTT BOULEVARD, BUILDING # 22
SANTA CLARA, CA 95054
RYAN M. MAYAS, LS 0532
PHONE: (408) 727-6665
 4. A.P.N.: 055-236-140, 180, 240, 280, & 300
 5. EXISTING USE: INDUSTRIAL
 6. PROPOSED USE: RESIDENTIAL
 7. EXISTING ZONING: R-MU-B, RESIDENTIAL MIXED USE DISTRICT
 8. PROPOSED ZONING: NO CHANGE
 9. GENERAL PLAN: MIXED-USE RESIDENTIAL
 10. EXISTING NUMBER OF LOTS: 6
 11. PROPOSED NUMBER OF LOTS: 5
 12. PROPOSED NUMBER OF CONDOMINIUMS: 26 (LOT B)
18 (LOT C)
72 (LOT D)
 13. TOTAL ACREAGE: 8.15± ACRES
 14. ALL DISTANCES ARE APPROXIMATE.
 15. NO NEW PUBLIC STREET NAMES PROPOSED.
 16. BENCHMARK: CITY OF MENLO PARK BM-CITY 2; BRONZE DISK EPOXIED INTO THE TOP OF A CONCRETE CURB AT THE EASTERLY CURB RETURN OF THE SOUTHERLY CURB LINE OF CONSTITUTION DRIVE, EASTERLY OF JEFFERSON DRIVE. ELEVATION: 7.527' (NAVD 88 DATUM; ADDED 2.73 TO CONVERT FROM NAVD 29)
 17. BASIS OF BEARINGS: THE BEARING OF NORTH 21°54'50" EAST TAKEN ON THE CENTER LINE OF CHRYSLER DRIVE AS SHOWN ON THAT CERTAIN MAP ENTITLED "TOSHAWAN 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 ALL BEARINGS SHOWN HEREON.
 18. FLOOD ZONE NOTE: THE SUBJECT PROPERTY IS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) FOR SAN MATEO COUNTY, CALIFORNIA, MAP NUMBER 0803020F FOR COMMUNITY NUMBER 060321 (CITY OF MENLO PARK), WITH A MAP REVISED DATE OF APRIL 5, 2019, AS BEING LOCATED IN FLOOD ZONE "AE" (EL. 11'). ACCORDING TO FEMA THE DEFINITION OF ZONE "AE" (EL. 11') IS AREAS OF THE 1% ANNUAL FLOOD (100-YEAR FLOOD), ALSO KNOWN AS THE BASE FLOOD, IS THE FLOOD THAT HAS A 1% CHANCE OF BEING EQUALLED OR EXCEEDED IN ANY GIVEN YEAR; BASE FLOOD ELEVATIONS DETERMINED. (ELEVATION 11')

EXHIBIT C

KIER+WRIGHT

3350 Scott Boulevard, Building 22
Santa Clara, California 95054
Phone: (408) 727-6665
www.kierwright.com

123 Independence
Menlo Park, CA

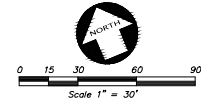
The Sobrato Organization
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Mountain View, CA

Sheet Title:
EXISTING CONDITIONS

Job No. 20004
Date: 02/03/2023
Scale: AS SHOWN
Drawn By: MC

Sheet No.:
TM1

CONSTITUTION DRIVE



LEGEND

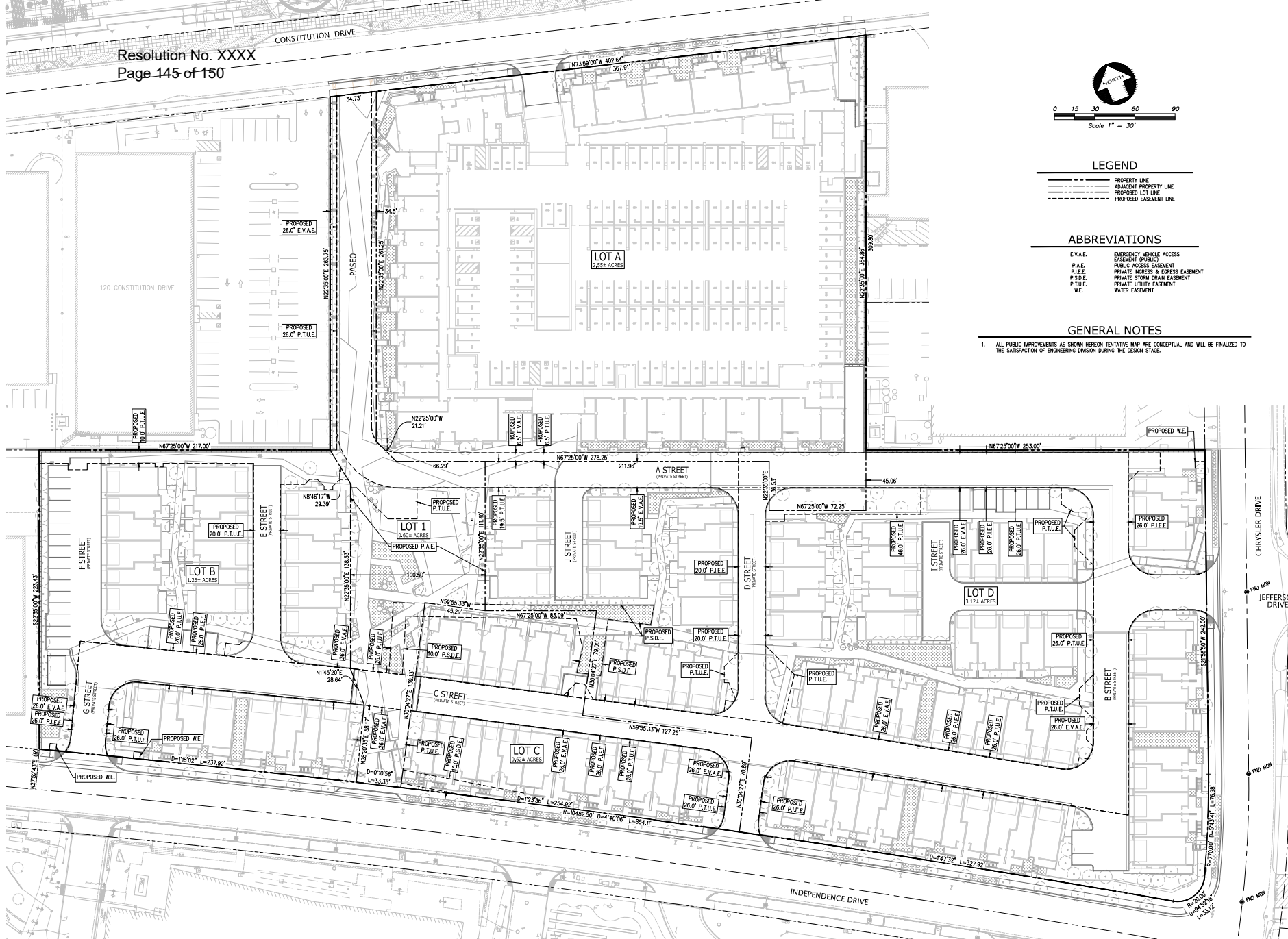
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- PROPOSED LOT LINE
- PROPOSED EASEMENT LINE

ABBREVIATIONS

- E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT (P.S.D.)
- P.A.E. PUBLIC ACCESS EASEMENT
- P.I.E. PRIVATE WALKWAY & EGRESS EASEMENT
- P.S.D.E. PRIVATE STORM DRAIN EASEMENT
- P.T.U.E. PRIVATE UTILITY EASEMENT
- W.E. WATER EASEMENT

GENERAL NOTES

1. ALL PUBLIC IMPROVEMENTS AS SHOWN HEREON TENTATIVE MAP ARE CONCEPTUAL AND WILL BE FINALIZED TO THE SATISFACTION OF ENGINEERING DIVISION DURING THE DESIGN STAGE.



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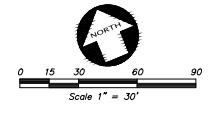
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**PROPOSED
CONDITIONS**

Job No. 20004
Date: 02/03/2023
Scale: AS SHOWN
Drawn By: MC

Sheet No.:
TM2



380 South Boulevard, Suite 22
San Jose, California 95128
Phone: (408) 755-6666
www.kierwright.com



LEGEND

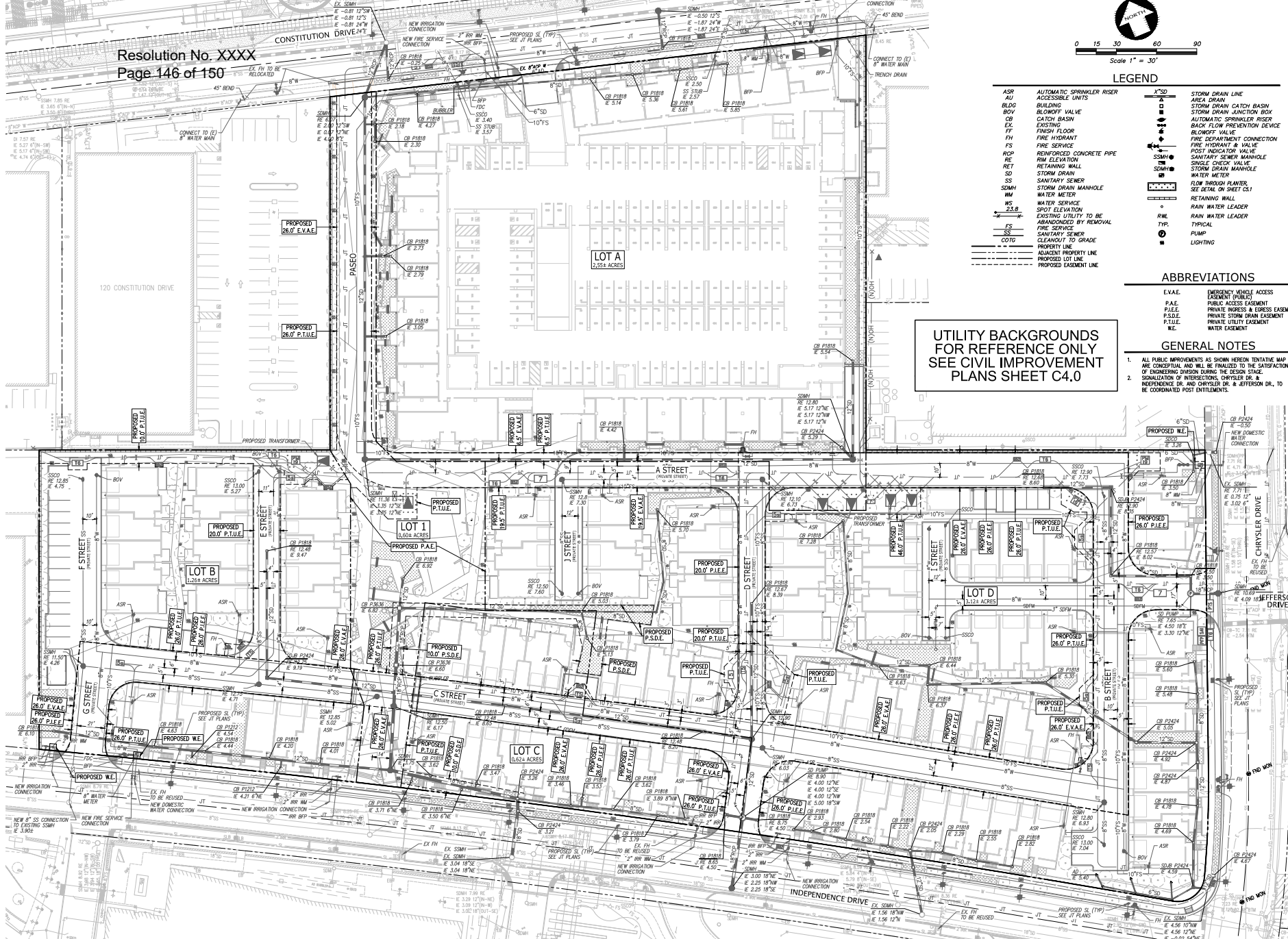
ASR	AUTOMATIC SPRINKLER RISER	X"SD	STORM DRAIN LINE
AU	ACCESSIBLE UNITS	□	STORM DRAIN CATCH BASIN
BLDG	BUILDING	□	STORM DRAIN JUNCTION BOX
BOV	BLOWOFF VALVE	□	AUTOMATIC SPRINKLER RISER
CB	CATCH BASIN	□	BACK FLOW PREVENTION DEVICE
EX	EXISTING	□	FIRE DEPARTMENT CONNECTION
FF	FRESH FLOOR	□	FIRE HYDRANT & VALVE
FH	FIRE HYDRANT	□	SINGLE INDICATOR VALVE
FS	FIRE SERVICE	□	SANITARY SEWER MANHOLE
RSP	REINFORCED CONCRETE PIPE	□	SANITARY SEWER MANHOLE
RE	RETAINING WALL	□	SANITARY SEWER MANHOLE
SD	STORM DRAIN	□	STORM DRAIN MANHOLE
SS	SANITARY SEWER	□	WATER METER
SSMH	STORM DRAIN MANHOLE	□	WATER METER
WM	WATER METER	□	RAIN WATER LEADER
WS	WATER SERVICE	□	RAIN WATER LEADER
SE	SPOT ELEVATION	□	RAIN WATER LEADER
ES	EXISTING UTILITY TO BE ABANDONED BY REMOVAL	□	RAIN WATER LEADER
SS	SANITARY SEWER	□	RAIN WATER LEADER
CP	CLEANOUT TO GRADE	□	RAIN WATER LEADER
PL	PROPOSED PROPERTY LINE	□	RAIN WATER LEADER
PL	PROPOSED LOT LINE	□	RAIN WATER LEADER
PL	PROPOSED EASEMENT LINE	□	RAIN WATER LEADER

ABBREVIATIONS

E.V.A.E.	EMERGENCY VEHICLE ACCESS
E.A.S.E.	EASEMENT
P.A.E.	PUBLIC ACCESS EASEMENT
P.A.E.E.	PRIVATE ACCESS & EGRESS EASEMENT
P.S.D.E.	PRIVATE STORM DRAIN EASEMENT
P.T.U.E.	PRIVATE UTILITY EASEMENT
W.E.	WATER EASEMENT

- GENERAL NOTES**
- ALL PUBLIC IMPROVEMENTS AS SHOWN HEREON TENTATIVE MAP ARE CONCEPTUAL AND WILL BE FINALIZED TO THE SATISFACTION OF ENGINEERING DIVISION DURING THE DESIGN STAGE.
 - SIGNALIZATION OF INTERSECTIONS, CHRYSLER DR. & INDEPENDENCE DR. AND CHRYSLER DR. & JEFFERSON DR., TO BE COORDINATED POST ENTITLEMENTS.

UTILITY BACKGROUNDS FOR REFERENCE ONLY
SEE CIVIL IMPROVEMENT PLANS SHEET C4.0



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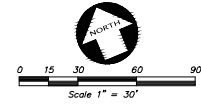
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PROPOSED UTILITIES

Job No. 20004
Date: 02/03/2023
Scale: AS SHOWN
Drawn By: MC

Sheet No.:
TM3

CONSTITUTION DRIVE

120 CONSTITUTION DRIVE



LEGEND

- PROPERTY LINE
- - - ADJACENT PROPERTY LINE
- PROPOSED LOT LINE
- - - PROPOSED EASEMENT LINE
- - - EMERGENCY VEHICLE ACCESS EASEMENT
- E.V.A.E.
- P.T.U.E.
- PRIVATE UTILITY EASEMENT

GENERAL NOTES

1. ALL PUBLIC IMPROVEMENTS AS SHOWN HEREON TENTATIVE MAP ARE CONCEPTUAL AND WILL BE FINALIZED TO THE SATISFACTION OF ENGINEERING DIVISION DURING THE DESIGN STAGE.

LOT A
2.95+ ACRES

LOT B
1.26+ ACRES

LOT 1
1.60+ ACRES

LOT C
3.74+ ACRES

PROPOSED
26.0' E.V.A.E.

PROPOSED
26.0' P.T.U.E.

PROPOSED
8.5' E.V.A.E.

PROPOSED
8.5' P.T.U.E.

PROPOSED
26.0' E.V.A.E.

PROPOSED
18.5' P.T.U.E.

PROPOSED
18.5' P.T.U.E.

PROPOSED
18.5' E.V.A.E.

CHRYSLER DRIVE

JEFFERSON DRIVE

END WORK

END WORK

END WORK

INDEPENDENCE DRIVE

123 Independence
Menlo Park, CA

The Sobrato Organization
599 Castro Street, Suite 400
Mountain View, CA

Sheet Title:
PHASE 1

Job No. 20004
Date: 02/03/2023
Scale: AS SHOWN
Drawn By: MC

Sheet No:
TM4



1380 Scott Boulevard, Building 22
Santa Clara, California 95054
Phone: (408) 755-6666
www.kierwright.com

LOCATION: 119 Independence Drive, 123-125 Independence Drive, 127 Independence Drive, 1205 Chrysler Drive, and 130 Constitution Drive	PROJECT NUMBER: PLN2020-00020	APPLICANT: Peter Tsai, The Sobrato Organization	OWNER: SI 60, LLC
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PROJECT MAP CONDITIONS:

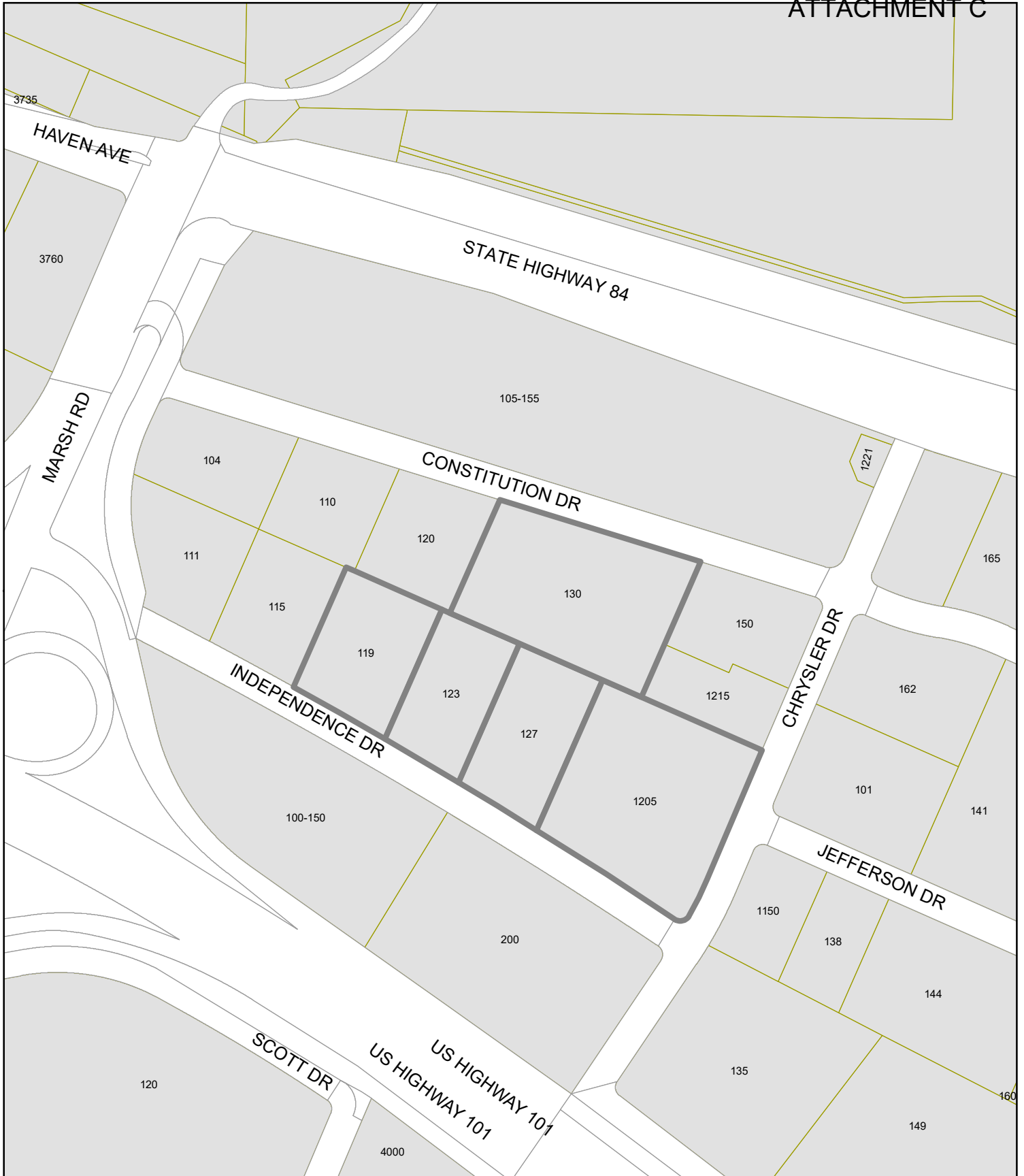
1. The tentative map shall be subject to the following **standard** conditions:
 - a. Project Proponent shall adhere to the Subdivision Map Act and Chapter 15 of the City's Municipal Code in effect on the date the Project Proponent submitted its SB 330 preliminary application containing all the information required by Government Code section 65941.1(a) (here, January 29, 2020) ("SB 330 Date").
 - b. Within two years from the date of approval of the tentative map, the Project Proponent shall submit a Final Map or Phased Final Map for City approval.
 - c. Prior to Final Map or Phased Final Map approval, Project Proponent shall submit plans to remove and replace any damaged and significantly worn sections of frontage improvements within the area of the Final Map or Phased Final Map. The plans shall be submitted for the review and approval of the Engineering Division.
 - d. The project is required to construct frontage improvements as shown on tentative map Improvement Plans to include but not limited to:
 1. 5' Green Infrastructure
 2. 3" of grind and AC overlay (curb to curb) along entire frontages.
 3. Lateral connections to overhead electric, fiber optic, and communication lines shall be placed in a joint trench.
 4. Existing sidewalk shall be removed and replaced along the entire project frontages per approved project plans.
 5. Any frontage improvements which are damaged as a result of construction shall be replaced.
 - e. The Final Map or Phased Final Map shall dedicate the Public Access Easements (PAE), Public Utility Easements (PUE), Right of Way Dedications, and any and all other necessary easements within the map area.
 - f. The Project has the option to create multiple final maps in accordance with the subdivision map act and the city subdivision ordinance. The city will determine the public improvements for each phase, ensuring they meet the satisfaction of the Director of the Public Works Department. The completion of the paseo, and any additional open space required to meet the minimum open space for that phase pursuant to the requirements of the City of Menlo Park Municipal Code Section 16.45.120(4), unless modified pursuant to State Density Bonus Law concessions and waivers, is required as part of the improvements associated with the first phase of the Project. Publicly accessible private open space shall be subject to an irrevocable easement agreement for public use of the publicly accessible private open space, including the publicly accessible paseo, to the satisfaction of the Public Works Director and City Attorney. The easement agreement shall be recorded at the time of the recordation of the Phased Final Map or Final Map that includes the publicly accessible private open space subject to the easement.
 - g. Prior to Final Map or Phased Final Map approval, Project Proponent shall submit plans for: 1) construction safety fences around the periphery of the construction area, 2) dust control, 3) air pollution control, 4) erosion and sedimentation control, 5) tree protection fencing, and 6)

123 Independence Drive Project – Attachment B, Exhibit G
– Conditions of Approval

- construction vehicle parking for the map area. The plans shall be subject to review and approval by the Building, Engineering, and Planning Divisions. The fences and erosion and sedimentation control measures shall be installed according to the approved plan prior to commencing construction.
- h. Prior to Final Map or first Phased Final Map approval, Project Proponent shall submit an updated Storm Water Management plan with review of 3rd party engineer's certification.
 - i. Prior to Final Map or first Phased Final Map approval, Project Proponent shall provide documentation indicating the amount of irrigated landscaping. If the Project proposes more than 500 square feet of irrigated landscaping, it is subject to the City's Water Efficient Landscaping Ordinance (Municipal Code Chapter 12.44).
 - j. Prior to Final Map or Phased Final Map approval, Project Proponent shall submit a plan for any new utility installations or upgrades for the area covered by the map for review and approval of the Planning, Engineering and Building Divisions. All utility equipment that are installed outside of a building and that cannot be placed underground shall be properly screened by landscaping. The plan shall show exact locations of all meters, back flow prevention devices, transformers, junction boxes, relay boxes, and other equipment boxes.
 - k. Prior to Final Map or Phased Final Map approval, Project Proponent shall submit a heritage street tree preservation plan for the map area, detailing the location of and methods for all tree protection measures.
 - l. Prior to Final Map or Phased Final Map approval, Project Proponent shall pay all applicable Public Works fees for the phase. Refer to City of Menlo Park Master Fee Schedule in effect on the SB 330 Date. Fee inflaters in that fee schedule apply.
 - m. Prior to Final Map or Phased Final Map approval, Project Proponent shall pay all applicable engineering fees for that phase in accordance with City requirements and the Master Fee Schedule in effect on the SB 330 Date. Fee inflaters in that fee schedule apply. This residential subdivision is subject to the City's Recreation In-Lieu Fee requirements (Municipal Code 15.16.020). The recreation in-lieu fee is \$78,400.00 per unit. Based on total 116 townhomes that have been proposed, the total Recreation In-Lieu Fee is \$9,094,400.
 - n. Prior to Final Map or the last Phased Final Map approval, Project Proponent shall submit draft Covenants, Conditions and Restrictions (CC&Rs) to the City for review and approval. The CC&Rs shall provide for the maintenance of all infrastructure and utilities within the Project site or constructed to serve the Project. This shall include, but not be limited to, the private open spaces, shared parking spaces, common walkways, common landscaping, and the stormwater drainage and sewer collection systems.
 - o. Prior to Final Map or first Phased Final Map approval, the Project Proponent shall submit engineered Off-Site Improvement Plans (including specifications & engineers cost estimates), for approval by the Engineering Division, showing the infrastructure necessary to serve the Project. The Improvement Plans shall include, but are not limited to, all engineering calculations necessary to substantiate the design, proposed roadways, drainage improvements, utilities, traffic control devices, retaining walls, sanitary sewers, and storm drains, pump/lift stations, street lightings, common area landscaping and other project improvements. All public improvements shall be designed and constructed to the satisfaction of the Engineering Division.
 - p. Prior to Final Map or first Phased Final Map approval, the Project Proponent shall enter into a Subdivision Improvement Agreement and provide a performance bond for the completion of the off-site improvements as shown on the approved project improvement plans. The Project Proponent shall obtain an encroachment permit, from the appropriate reviewing jurisdiction, prior to commencing any work within the right-of-way or public easements.

123 Independence Drive Project – Attachment B, Exhibit G
– Conditions of Approval

- q. Prior to Final Map or first Phased Final Map approval, Project Proponent shall submit plans for street light design per City standards and PG&E at locations approved by the City.
- r. Prior to Final Map or first Phased Final Map approval, the Project Proponent shall submit a draft “Stormwater Treatment Measures Operations and Maintenance (O&M) Agreement” with the City subject to review and approval by the Engineering Division. The property owner will be responsible for the operation and maintenance of stormwater treatment measures for the Project. The agreement shall also include operation and maintenance of the stormwater treatment facility on Garwood Way including curb gutter and retaining walls. This agreement shall run with the land and shall be recorded with the San Mateo County Recorder’s Office prior to building permit final inspection.



CITY OF MENLO PARK

LOCATION MAP

123 INDEPENDENCE DRIVE PROJECT DRAWN: TAS
 CHECKED: KTP DATE: 1/25/21 SCALE: 1" = 300' SHEET: 1





STUDIO T SQUARE

- Architecture
- Planning
- Urban Design

1970 Broadway, Suite 615
Oakland, California 94612
(510) 451-2850

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123 Independence
Menlo Park, CA
The Sobrato Organization
559 Castro Street, Suite 400
Mountain View, CA

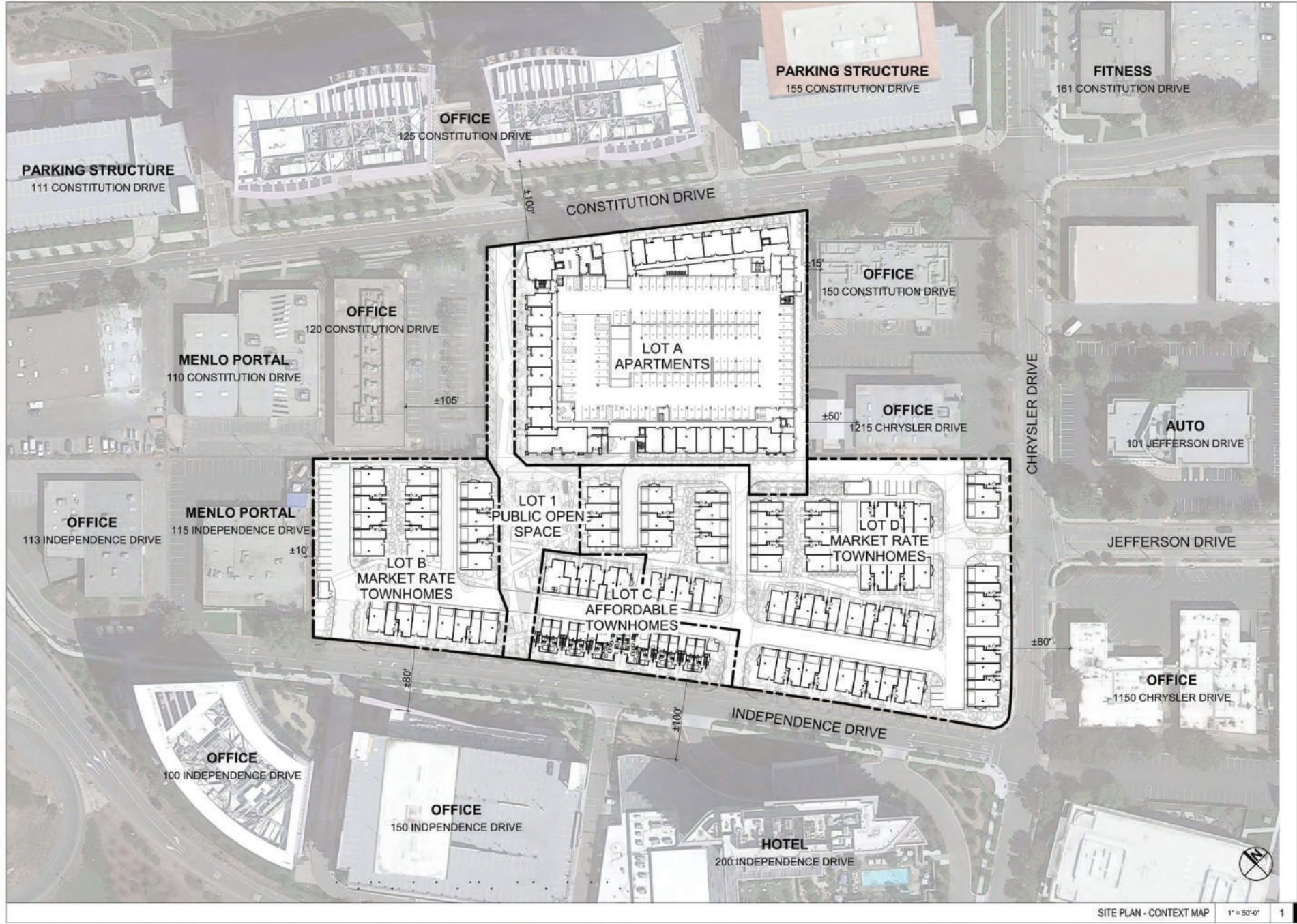
Sheet Title:
**PROPOSED
ILLUSTRATIVE SITE
PLAN**

Job No: 20004
Date: 6/12/2023
Scale: 1" = 30'-0"
Drawn By: Author

Sheet No:
A101

ILLUSTRATIVE SITE PLAN 1" = 30'-0" 1

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SITE PLAN - CONTEXT MAP 1" = 50'-0" 1

PLANNING COMMISSION RESOLUTION NO. 2023-40

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MENLO PARK CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT, ADOPTING FINDINGS REQUIRED BY THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND A MITIGATION MONITORING AND REPORTING PROGRAM (MMRP) ALL PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, FOR THE PROPOSED 123 INDEPENDENCE DRIVE PROJECT CONSISTING OF A 316 UNIT MULTI-FAMILY RESIDENTIAL APARTMENT BUILDING WITH AN APPROXIMATELY 2,000 SQUARE FEET COMMERCIAL SPACE AND 116 TOWNHOME CONDOMINIUM UNITS AT 119 INDEPENDENCE DRIVE, 123-125 INDEPENDENCE DRIVE, 127 INDEPENDENCE DRIVE, 1205 CHRYSLER DRIVE, AND 130 CONSTITUTION DRIVE (APNS: 055-236-140, 055-236-180, 055-236-240, 055-236-300, and 055-236-280), AND ASSOCIATED OPEN SPACE AND INFRASTRUCTURE

WHEREAS, the City of Menlo Park (“City”) received an application requesting environmental review, use permit, architectural control, below market rate (BMR) housing agreement, vesting tentative map, and heritage tree removal permits from The Sobrato Organization (“Applicant”), to redevelop the properties located at 119 Independence Drive, 123-125 Independence Drive, 127 Independence Drive, 1205 Chrysler Drive, and 130 Constitution Drive (APNs 055-236-140, 055-236-180, 055-236-240, 055-236-300, and 055-236-280) (“Property”), with a bonus level development project consisting of an up to 316 unit multifamily rental apartment building with approximately 2,000 square feet commercial space and 116 for-sale townhome condominium units, which development is more particularly described in the Environmental Impact Report to the Project which was prepared pursuant to the California Environmental Quality Act (hereinafter the “**Project**”). The Project is depicted in and subject to the development plans which are attached hereto as Exhibit D (“Project Plans including colors and materials board”) and incorporated herein by this reference; and

WHEREAS, the proposed Project is located in the R-MU-B (Residential Mixed Use-Bonus) zoning district. The R-MU-B zoning district allows a mixture of land uses with the purposes of providing high density housing to complement nearby employment, encouraging mixed use development with a quality living environment and neighborhood-serving retail and services on the ground floor that are oriented to the public, promoting a live/work/play environment with pedestrian activity, and blending with and complementing existing neighborhoods through site regulations and design standards that minimize impacts to adjacent uses; and

WHEREAS, the bonus level provisions identified in the City’s Zoning Ordinance allow a development to seek an increase in floor area ratio (FAR), density (dwelling units per acre), and/or height subject to approval of a use permit and the provision of community amenities equal to a minimum of 50 percent of the fair market value of the increased development potential and the

applicant has submitted a community amenities proposal in compliance with the required minimum value; and

WHEREAS, the proposed Project would be developed with an increase in FAR, height, and density pursuant to City's bonus level development allowances; and

WHEREAS, the proposed Project requests a use permit to allow modifications to the bird friendly design guidelines and allow some balcony railings in the project to be made out of fritted clear-glazed glass; and

WHEREAS, the proposed Project environmental impact report found that combined with low number of birds expected to be exposed to increases risk of collision, the fact that most birds would be urban generalists that already occur in the area, and less than ten percent of the glazing being fritted glass railing, the bird collision risk at the proposed Project would be less-than-significant; and

WHEREAS, pursuant to City's General Plan goals and policies, the proposed Project is required to provide a publicly accessible paseo connecting Constitution Drive to Independence Drive; and

WHEREAS, the Project provides a minimum 20-foot wide paseo which increases in width at certain places. The paseo expands to create publicly open space of approximately 15,367 square feet in size before connecting Independence Drive; and

WHEREAS, the proposed Project complies with all applicable objective standards of the City's Zoning Ordinance, including design standards, green and sustainable building standards, and is consistent with the City's General Plan goals, policies, and programs; and

WHEREAS, pursuant to the requirements of Sections 16.45.060 and 16.96.020 of the City of Menlo Park Municipal Code and the City's Below Market Rate ("BMR") Housing Program, the applicant submitted a BMR proposal that would provide 48 inclusionary rental units (15 percent of total proposed 316 multi-family apartment units), 18 inclusionary for-sale units (15 percent of total proposed 116 for-sale townhome units), and eight additional inclusionary rental units to fulfill the community amenities obligation for the proposed project; and

WHEREAS, as allowed by the State Density Bonus Law and City's Below Market Rate (BMR) Ordinance, the proposed Project requests two concessions for the development of for-sale affordable units: first from BMR Guidelines 5.1 and Section 16.96.060 of City's Municipal Code to allow clustering of the affordable for-sale townhome units and second concession from BMR Guidelines 5.3.1 and Section 16.96.060 of City's Municipal Code to allow a delayed construction schedule to develop the affordable units such that Habitat for Humanity Greater San Francisco ("HGSF") would obtain building permits for the for-sale affordable townhomes within six months from issuance of first building permit for first market-rate townhome and HGSF would be required to complete the affordable townhomes within 24 months from their building permit issuance; and

WHEREAS, the applicant requests the first concession to allow the use of volunteer labor as sweat equity towards purchase of affordable units and to allow leveraging of certain financial opportunities that would otherwise be unavailable and the second concession to allow a delay in the development of affordable units to allow HGSF to rely on volunteer labor and sweat equity model and use donated goods and materials for construction of the affordable for-sale units; and

WHEREAS, as allowed by the State Density Bonus Law and the City's Below Market Rate (BMR) Ordinance, the proposed Project requests three waivers: first from City's Municipal Code Section 16.97.100 and BMR Guideline Section 5.2 to allow the for-sale affordable units to differ in the following design aspects: smaller size, interior layout, fewer bathrooms, increased number of bedrooms, smaller living area, less parking, smaller windows, different exterior finishes and massing, fewer balconies, and different interior finishes, lighting, and appliances, second from City's Municipal Code Section 16.45.120(4)(c)(iii) to allow common open space required as part of the development of the for-sale affordable units of 400 square feet that does not meet the minimum 20 feet by 20 feet dimension requirement pursuant to the code and third from City's Municipal Code Section 16.45.080 allowing no designated vehicular parking spaces for the proposed commercial space within the proposed apartment building that includes rental affordable units; and

WHEREAS, the applicant is requesting the first waiver to allow the construction of for-sale affordable units using volunteer labor and donated materials, the second waiver to allow fit the for-townhomes as programmed and designed at the allowed density without losing any affordable units, and the third waiver to allow development of the commercial space without having to expand the garage area to accommodate dedicated commercial space parking requiring reduction in the residential density and for-rent affordable units; and

WHEREAS, at a duly noticed public meeting on June 7, 2023, the Housing Commission considered the applicant's BMR proposal and draft BMR Housing Agreements, inclusive of the 74 inclusionary BMR units, and forwarded a recommendation of approval to the Planning Commission and City Council of the proposed BMR Housing Agreements showing unit sizes/types affordable to low-income households; and

WHEREAS, as allowed by Section 13 of the City's BMR Guidelines, the applicant requests approval of Project specific alternate guidelines in order to allow the development of the for-sale BMR units consistent with Habitat for HGSF development model; and

WHEREAS, at the duly noticed public meeting on June 7, 2023, the Housing Commission considered the applicant's request for Project specific alternative BMR guidelines and forwarded a recommendation of approval to the Planning Commission and City Council; and

WHEREAS, the Planning Commission has read and considered those certain Below Market Rate Housing Agreements ("BMR Agreements") between the City and The Sobrato Organization and their affordable housing partner HGSF and finds that those satisfy the requirements of Chapter 16.96 of the City's Municipal Code and in the BMR Housing Program Guidelines, except as modified, and would result in affordable housing that meets the City's affordable housing goals and results in a BMR program for the Project with characteristics that

are a reasonable equivalent alternative to a program that strictly complied with the BMR Housing Program Guidelines; and

WHEREAS, Section 16.45.070 of the City of Menlo Park Municipal Code requires that bonus level projects that are developed at a greater level of intensity with an increase in density, FAR, and/or height shall provide one or more community amenities to address the needs that result from the effect of the increased development. The value of the community amenities to be provided shall be equal to 50 percent of the fair market value of the additional gross floor area of the bonus level development; and

WHEREAS, pursuant to the requirements of Section 16.45.070 of the City of Menlo Park Municipal Code, the City commissioned R. Blum and Associates to evaluate the appraisal provided by the applicant to determine the value of the Project's community amenities contribution. The appraisal determined the project's community amenities obligation would amount to \$3,350,000. The Community Development Director determined that the appraisal was created pursuant to the City's guidelines and approved the appraisal; and

WHEREAS, on December 6, 2022, the applicant submitted the community amenities proposal that provides eight rental units affordable to low-income households valued at approximately \$4,200,299 as part of the Project's community amenities proposal; and

WHEREAS, the City commissioned BAE urban economics to evaluate the community amenities proposal and subsequently determined that the value of the proposed eight low-income rental units, at \$4,169,795 or \$819,795 greater than the community amenities obligation of \$3,350,000 and is therefore consistent with the Zoning Ordinance requirements; and

WHEREAS, for these reasons, the community amenities proposal meets the minimum requirements of the Zoning Ordinance; and

WHEREAS, the proposed Project includes the removal of 29 heritage-size trees that have been evaluated by the City Arborist and on January 6, 2023 the City Arborist conditionally approved the heritage tree removal permit. The conditional action was posted on the site and mailed notices were sent out stating the action and no appeals were filed with the City; and

WHEREAS, the proposed project would include a minimum of 58 heritage tree replacements, per the required 2:1 replacement ratio of the Heritage Tree Ordinance in effect at the time of submittal of a complete application under the provisions of SB 330; and

WHEREAS, a phased vesting tentative map application requests to subdivision to merge the existing five legal parcels within the approximately 8.5-acre project site and create 316 multi-family apartment unit building including the proposed commercial space within one of the legal parcels, 116 townhome condominium units to be sold individually on three legal parcels, and create one legal parcel to accommodate the publicly accessible paseo, emergency vehicle access, and park; and

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

WHEREAS, on November 29, 2016, in connection with an update to the Land Use and Circulation Elements of the City’s General Plan and related zoning changes, commonly referred to as the ConnectMenlo project, the City certified the ConnectMenlo Final EIR (ConnectMenlo EIR); and

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

WHEREAS, the Project would be developed at the bonus level allowances of the Zoning Ordinance, and therefore, is subject to the settlement agreement between the City of Menlo Park and City of East Palo Alto (“Settlement Agreement”), which requires project-specific environmental impact reports (“EIRs”) for certain future projects. Pursuant to the Settlement Agreement, the project-specific EIR may tier from the certified program level ConnectMenlo Final EIR (“ConnectMenlo EIR”) which was certified by the City Council on November 29, 2016, as part of an update to the Land Use and Circulation Elements of the General Plan and related zoning changes, commonly referred to as ConnectMenlo, and the project-specific EIR shall include a project specific analysis for all required topic areas pursuant to CEQA Guidelines Section 15162(d). The City shall also prepare a housing needs assessment (“HNA”) to inform the population and housing topic area of the Project EIR; and

WHEREAS, the City released a Notice of Preparation (“NOP”) for a prior version of the project including office buildings along with residential uses was released for a 30-day circulation period starting on January 8, 2021 to February 8, 2021. The City reissued the NOP for a revised 100 percent residential project on September 10, 2021. Following the release of the revised NOP, the Planning Commission conducted a scoping session on September 27, 2021. Comments received by the City on the NOPs and at the public EIR scoping meeting were considered during the preparation of the Draft EIR; and

WHEREAS, on September 27, 2021, concurrently with the public NOP scoping meeting, the Planning Commission conducted a study session to review and provide comments on the Project’s conceptual design; and

WHEREAS, pursuant to the requirements of the Settlement Agreement and CEQA, the City prepared, or caused to be prepared, a project level EIR and conducted a HNA for the Project; and

WHEREAS, the Draft EIR was released on November 28, 2022 for a minimum 45-day review period that ended on January 27, 2023. The public review period included one duly noticed public meeting on December 12, 2022 to received oral and written comments on the Draft EIR; and

WHEREAS, On December 12, 2022, as part of the duly noticed public hearing to review the Draft EIR, the Planning Commission also conducted a study session and provided an opportunity for members of the public to provide comments on the proposed project design, BMR proposal, and community amenities proposal; and

WHEREAS, the Draft EIR was filed with the California Office of Planning and Research and copies of the Draft EIR were made available at the Community Development Department, on the City's website and at the Menlo Park Library; and

WHEREAS, on August 4, 2023, the City published a Response to Comments Document that contains all of the comments received during the public comment period, including a transcript of the public hearing, and written responses to those comments, and any text changes to the Draft EIR, prepared in accordance with CEQA and the CEQA Guidelines, and an analysis of the Project (which included minor modifications from the project as analyzed in the Draft EIR) that demonstrates that development of the Project would not result in any new or more severe environmental effects than were analyzed in the Draft EIR. The Draft EIR, Response to Comments Document, text changes to the Draft EIR, and analysis of the modified Project constitute the Final EIR, a copy of which is available in Exhibit A; and

WHEREAS, the Final EIR identified no potentially significant adverse effects on the environmental caused by the Proposed Project; and

WHEREAS, the Planning Commission specifically finds that where more than one reason for approving the Proposed Project and rejecting alternatives is given in its findings or in the record; and

WHEREAS, the City prepared or caused to be prepared the Findings of Fact as included in Exhibit B in accordance with CEQA and CEQA Guidelines Section 15091; and

WHEREAS, the City prepared or caused to be prepared a Mitigation Monitoring and Reporting Program ("MMRP"), which is incorporated herein by this reference and as part of the Final EIR, which will ensure all mitigation measures relied upon in the findings are fully implemented and that all environmental impacts are reduced to a less than significant level; and

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

WHEREAS, after notice having been lawfully given, a duly noticed public hearing was held before the City Planning Commission on August 28, 2023 at which all persons interested had the opportunity to appear and comment; and

WHEREAS, after closing the public hearing, the Planning Commission considered all public and written comments, pertinent information, documents and plans and all other evidence in the public record on the Project; and

WHEREAS, the Planning Commission fully reviewed, considered, evaluated, and certified the Final EIR, along with all public and written comments, pertinent information, documents and plans prior to taking action to approve the use permit, architectural control, and community amenities proposal, and providing a recommendation to the City Council on the BMR Agreements and vesting tentative map.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Menlo Park finds the foregoing recitals are true and correct, and they are hereby incorporated by reference into this Resolution.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Menlo Park hereby resolves as follows:

1. The Final EIR has been prepared, published, circulated, and reviewed in compliance with the California Environmental Quality Act and the CEQA Guidelines.
2. The Final EIR constitutes an adequate, accurate, objective, and complete analysis addressing all issues relevant to the approval of the proposed Project including the issuance of a use permit, architectural control permit, and heritage tree removal permit and approval of the community amenities proposal, BMR Housing agreements, and vesting tentative map for the Project.
3. The Planning Commission has been presented with, reviewed and considered the information contained in the above recitals and within the Final EIR prior to acting on the proposed Project, and the Final EIR reflects the independent judgement and analysis of the City pursuant to section 21082.1(c)(3) of the California Environmental Quality Act.
4. Notice of the Planning Commission's hearings on the Draft EIR and Final EIR have been given as required by law and the actions were conducted pursuant to the State Planning and Zoning Law, CEQA, the State CEQA Guidelines. Additionally, all individuals, groups and agencies desiring to comment were given adequate opportunity to submit oral and written comments on the Final EIR which met or exceeded the requirements of State Planning and Zoning Law and CEQA. All comments submitted during the public review and comment period on the Draft EIR were responded to adequately in the Final EIR.
5. As set forth in the attached Findings of Fact, the Final EIR identifies all potential significant adverse environmental impacts and feasible mitigation measures or standard conditions of approval that would reduce these impacts to a less than significant level. All of the mitigation measures identified in the Final EIR, including those in the Mitigation Monitoring and Reporting Program, will be adopted and implemented as Conditions of Approval for the use permit and architectural control.
6. The monitoring and reporting of CEQA mitigation measures in connection with the Project will be conducted in accordance with the attached MMRP, and incorporated

into the Conditions of Approval of the use permit and architectural control for the Project. All proposed mitigation measures are capable of being fully implemented by the efforts of the City, the Applicant, or other identified public agencies of responsibility, and will reduce the environmental impacts to a less-than significant level.

- 7. Pursuant to CEQA Guidelines Section 15091 and CEQA Section 21081.6, and in support of its approval of the Project, the Planning Commission adopts the attached Findings of Fact and MMRP as set forth in Exhibits B and C of this Resolution.
- 8. The Planning Commission hereby certifies the Final EIR based upon consideration of the Finding of Facts, together with the staff report (copies of which are on file in the Planning Division), public testimony presented at the hearing, and all other oral and written evidence received by the City on this Project.

SEVERABILITY

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

I, Kyle Perata, Planning Manager and Planning Commission Liaison of the City of Menlo Park, do hereby certify that the above and foregoing Planning Commission Resolution was duly and regularly passed and adopted at a meeting by said Planning Commission on the 28th day of August 2023, by the following votes:

AYES: Barnes, Do, Ehrich, Ferrick, Riggs

NOES: None

ABSENT: Harris, Schindler

ABSTAIN: None

IN WITNESS THEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this 28th day of August, 2023.

PC Liaison Signature

DocuSigned by:

 3C7F54C3C3A04BB...

Kyle Perata
Planning Manager
City of Menlo Park

Exhibits

- A. Final EIR
- B. Statement of Findings and Facts pursuant to CEQA
- C. Mitigation Monitoring and Reporting Program (MMRP)
- D. Hyperlink: Project Plans including materials and colors board

PLANNING COMMISSION RESOLUTION NO. 2023-41

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MENLO PARK APPROVING THE USE PERMIT, ARCHITECTURAL CONTROL, AND APPROVAL OF THE COMMUNITY AMENITIES PROPOSAL FOR THE PROPOSED 123 INDEPENDENCE DRIVE PROJECT CONSISTING OF A 316 UNIT MULTI-FAMILY RESIDENTIAL APARTMENT BUILDING WITH AN APPROXIMATELY 2,000 SQUARE FEET COMMERCIAL SPACE AND 116 TOWNHOME CONDOMINIUM UNITS AT 119 INDEPENDENCE DRIVE, 123-125 INDEPENDENCE DRIVE, 127 INDEPENDENCE DRIVE, 1205 CHRYSLER DRIVE, AND 130 CONSTITUTION DRIVE (APNS: 055-236-140, 055-236-180, 055-236-240, 055-236-300, and 055-236-280) AND ASSOCIATED OPEN SPACE AND INFRASTRUCTURE

WHEREAS, the City of Menlo Park (“City”) received an application requesting environmental review, use permit, architectural control, below market rate (BMR) housing agreement, major subdivision, and heritage tree removal permits from The Sobrato Organization (“Applicant”), to redevelop the properties located at 119 Independence Drive, 123-125 Independence Drive, 127 Independence Drive, 1205 Chrysler Drive, and 130 Constitution Drive (APNs 055-236-140, 055-236-180, 055-236-240, 055-236-300, and 055-236-280) (“Property”), with a bonus level development project consisting of an up to 316 unit multifamily rental apartment building with approximately 2,000 square feet commercial space and 116 for-sale townhome condominium units, which development is more particularly described in the Environmental Impact Report to the Project which was prepared pursuant to the California Environmental Quality Act (hereinafter the “Project”). The Project is depicted in and subject to the development plans which are attached hereto as Exhibit A (“Project Plans including colors and materials board”) and incorporated herein by this reference; and

WHEREAS, the proposed Project is located in the R-MU-B (Residential Mixed Use-Bonus) zoning district. The R-MU-B zoning district allows a mixture of land uses with the purposes of providing high density housing to complement nearby employment, encouraging mixed use development with a quality living environment and neighborhood-serving retail and services on the ground floor that are oriented to the public, promoting a live/work/play environment with pedestrian activity, and blending with and complementing existing neighborhoods through site regulations and design standards that minimize impacts to adjacent uses; and

WHEREAS, the bonus level provisions identified in the City’s Zoning Ordinance allow a development to seek an increase in floor area ratio (FAR), density (dwelling units per acre), and/or height subject to approval of a use permit and the provision of community amenities equal to a minimum of 50 percent of the fair market value of the increased development potential and the applicant has submitted a community amenities proposal in compliance with the required minimum value; and

WHEREAS, the proposed Project would be developed with an increase in FAR, height, and density pursuant to City’s bonus level development allowances; and

WHEREAS, the proposed Project requests a use permit to allow modifications to the bird friendly design guidelines to allow some balcony railings in the project to be made out of fritted clear-glazed glass; and

WHEREAS, the proposed Project environmental impact report found that combined with low number of birds expected to be exposed to increases risk of collision, the fact that most birds would be urban generalists that already occur in the area, and less than ten percent of the glazing being fritted glass railing, the bird collision risk at the proposed Project would be less-than-significant; and

WHEREAS, pursuant to City’s General Plan goals and policies, the proposed Project is required to provide a publicly accessible paseo connecting Constitution Drive to Independence Drive; and

WHEREAS, the Project provides a minimum 20-foot wide paseo which increases in width at certain places. The paseo expands to create publicly open space of approximately 15,367 square feet in size before connecting Independence Drive; and

WHEREAS, the proposed Project complies with all applicable objective standards of the City’s Zoning Ordinance, including design standards, green and sustainable building standards, and is consistent with the City’s General Plan goals, policies, and programs; and

WHEREAS, pursuant to the requirements of Sections 16.45.060 and 16.96.020 of the City of Menlo Park Municipal Code and the City’s Below Market Rate (“BMR”) Housing Program, the applicant submitted a BMR proposal that would provide 48 inclusionary rental units (15 percent of total proposed 316 multi-family apartment units), 18 inclusionary for-sale units (15 percent of total proposed 116 for-sale townhome units), and eight additional inclusionary rental units to fulfill the community amenities obligation for the proposed project; and

WHEREAS, as allowed by the State Density Bonus Law and City’s Below Market Rate (BMR) Ordinance, the proposed Project requests two concessions for the development of for-sale affordable units: first from BMR Guidelines 5.1 and Section 16.96.060 of City’s Municipal Code to allow clustering of the affordable for-sale townhome units and second concession from BMR Guidelines 5.3.1 and Section 16.96.060 of City’s Municipal Code to allow a delayed construction schedule to develop the affordable units such that Habitat for Humanity Greater San Francisco (“HGSF”) would obtain building permits for the for-sale affordable townhomes within six months from issuance of first building permit for first market-rate townhome and HGSF would be required to complete the affordable townhomes within 24 months from their building permit issuance; and

WHEREAS, the applicant requests the first concession to allow the use of volunteer labor as sweat equity towards purchase of affordable units and to allow leveraging of certain financial opportunities that would otherwise be unavailable and the second concession to allow a delay in

the development of affordable units to allow HGSF to rely on volunteer labor and sweat equity model and use donated goods and materials for construction of the affordable for-sale units; and

WHEREAS, as allowed by the State Density Bonus Law and the City's Below Market Rate (BMR) Ordinance, the proposed Project requests three waivers: first from City's Municipal Code Section 16.97.100 and BMR Guideline Section 5.2 to allow the for-sale affordable units to differ in the following design aspects: smaller size, interior layout, fewer bathrooms, increased number of bedrooms, smaller living area, less parking, smaller windows, different exterior finishes and massing, fewer balconies, and different interior finishes, lighting, and appliances, second from City's Municipal Code Section 16.45.120(4)(c)(iii) to allow common open space required as part of the development of the for-sale affordable units of 400 square feet that does not meet the minimum 20 feet by 20 feet dimension requirement pursuant to the code and third from City's Municipal Code Section 16.45.080 allowing no designated vehicular parking spaces for the proposed commercial space within the proposed apartment building that includes rental affordable units; and

WHEREAS, the applicant is requesting the first waiver to allow the construction of for-sale affordable units using volunteer labor and donated materials, the second waiver to allow fit the for-townhomes as programmed and designed at the allowed density without losing any affordable units, and the third waiver to allow development of the commercial space without having to expand the garage area to accommodate dedicated commercial space parking requiring reduction in the residential density and for-rent affordable units; and

WHEREAS, at a duly noticed public meeting on June 7, 2023, the Housing Commission considered the applicant's BMR proposal and draft BMR Housing Agreements, inclusive of the 74 inclusionary BMR units, and forwarded a recommendation of approval to the Planning Commission and City Council of the proposed BMR Housing Agreements showing unit sizes/types affordable to low-income households; and

WHEREAS, as allowed by Section 13 of the City's BMR Guidelines, the applicant requests approval of Project specific alternate guidelines in order to allow the development of for-sale BMR units consistent with HGSF development model; and

WHEREAS, at the duly noticed public meeting on June 7, 2023, the Housing Commission considered the applicant's request for Project specific alternative BMR guidelines and forwarded a recommendation of approval to the Planning Commission and City Council; and

WHEREAS, the Planning Commission has read and considered those certain Below Market Rate Housing Agreements ("BMR Agreements") between the City and The Sobrato Organization and their affordable housing partner HGSF and finds that those satisfy the requirements of Chapter 16.96 of the City's Municipal Code and in the BMR Housing Program Guidelines, except as modified, and would result in affordable housing that meets the City's affordable housing goals and results in a BMR program for the Project with characteristics that are a reasonable equivalent alternative to a program that strictly complied with the BMR Housing Program Guidelines; and

WHEREAS, Section 16.45.070 of the City of Menlo Park Municipal Code requires that bonus level projects that are developed at a greater level of intensity with an increase in density, FAR, and/or height shall provide one or more community amenities to address the needs that result from the effect of the increased development. The value of the community amenities to be provided shall be equal to 50 percent of the fair market value of the additional gross floor area of the bonus level development; and

WHEREAS, pursuant to the requirements of Section 16.45.070 of the City of Menlo Park Municipal Code, the City commissioned R. Blum and Associates to evaluate the appraisal provided by the applicant to determine the value of the Project's community amenities contribution. The appraisal determined the project's community amenities obligation would amount to \$3,350,000. The Community Development Director determined that the appraisal was created pursuant to the City's guidelines and approved the appraisal; and

WHEREAS, on December 6, 2022, the applicant submitted the community amenities proposal, incorporated herein as Exhibit B, that provides eight rental units affordable to low-income households valued at approximately \$4,200,299 as part of the Project's community amenities proposal; and

WHEREAS, the City commissioned BAE urban economics to evaluate the community amenities proposal, incorporated herein as Exhibit C, and subsequently determined that the value of the proposed eight low-income rental units, at \$4,169,795 or \$819,795 greater than the community amenities obligation and is therefore consistent with the Zoning Ordinance requirements; and

WHEREAS, for these reasons, the community amenities proposal meets the minimum requirements of the Zoning Ordinance; and

WHEREAS, the proposed Project includes the removal of 29 heritage-size trees that have been evaluated by the City Arborist and on January 6, 2023 the City Arborist conditionally approved the heritage tree removal permit. The conditional action was posted on the site and mailed notices were sent out stating the action and no appeals were filed with the City; and

WHEREAS, the proposed project would include a minimum of 58 heritage tree replacements, per the required 2:1 replacement ratio of the Heritage Tree Ordinance in effect at the time of submittal of a complete application under the provisions of SB 330; and

WHEREAS, a phased vesting tentative map application requests to subdivision to merge the existing five legal parcels within the approximately 8.5-acre project site and create 316 multi-family apartment unit building with the proposed commercial space within one of the legal parcels, 116 townhome condominium units to be sold individually on three legal parcels, and create one legal parcel to accommodate the publicly accessible paseo, emergency vehicle access, and park; and

WHEREAS, the Project requires discretionary actions by the City as summarized above, and therefore the California Environmental Quality Act ("CEQA," Public Resources Code Section

§21000 et seq.) and CEQA Guidelines (Cal. Code of Regulations, Title 14, §15000 et seq.) require analysis and a determination regarding the Project's environmental impacts; and

WHEREAS, on November 29, 2016, in connection with an update to the Land Use and Circulation Elements of the City's General Plan and related zoning changes, commonly referred to as the ConnectMenlo project, the City certified the ConnectMenlo Final EIR (ConnectMenlo EIR); and

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

WHEREAS, the Project would be developed at the bonus level allowances of the Zoning Ordinance, and therefore, is subject to the settlement agreement between the City of Menlo Park and City of East Palo Alto ("Settlement Agreement"), which requires project-specific environmental impact reports ("EIRs") for certain future projects. Pursuant to the Settlement Agreement, the project-specific EIR may tier from the certified program level ConnectMenlo Final EIR ("ConnectMenlo EIR") which was certified by the City Council on November 29, 2016, as part of an update to the Land Use and Circulation Elements of the General Plan and related zoning changes, commonly referred to as ConnectMenlo, and the project-specific EIR shall include a project specific analysis for all required topic areas pursuant to CEQA Guidelines Section 15162(d). The City shall also prepare a housing needs assessment ("HNA") to inform the population and housing topic area of the Project EIR; and

WHEREAS, the City released a Notice of Preparation ("NOP") for a prior version of the project including office buildings along with residential uses was released for a 30-day circulation period starting on January 8, 2021 to February 8, 2021. The City reissued the NOP for a revised 100 percent residential project on September 10, 2021. Following the release of the revised NOP, the Planning Commission conducted a scoping session on September 27, 2021. Comments received by the City on the NOPs and at the public EIR scoping meeting were considered during the preparation of the Draft EIR; and

WHEREAS, on September 27, 2021, concurrently with the public NOP scoping meeting, the Planning Commission conducted a study session to review and provide comments on the Project's conceptual design; and

WHEREAS, pursuant to the requirements of the Settlement Agreement and CEQA, the City prepared, or caused to be prepared, a project level EIR and conducted a HNA for the Project; and

WHEREAS, the Draft EIR was released on November 28, 2022 for a minimum 45-day review period that ended on January 27, 2023. The public review period included one duly noticed public meeting on December 12, 2022 to received oral and written comments on the Draft EIR; and

WHEREAS, On December 12, 2022, as part of the duly noticed public hearing to review the Draft EIR, the Planning Commission also conducted a study session and provided an opportunity for members of the public to provide comments on the proposed project design, BMR proposal, and community amenities proposal; and

WHEREAS, the Draft EIR was filed with the California Office of Planning and Research and copies of the Draft EIR were made available at the Community Development Department, on the City's website and at the Menlo Park Library; and

WHEREAS, on August 4, 2023, the City published a Response to Comments Document that contains all of the comments received during the public comment period, including a transcript of the public hearing, and written responses to those comments, and any text changes to the Draft EIR, prepared in accordance with CEQA and the CEQA Guidelines, and an analysis of the Project (which included minor modifications from the project as analyzed in the Draft EIR) that demonstrates that development of the Project would not result in any new or more severe environmental effects than were analyzed in the Draft EIR. The Draft EIR, Response to Comments Document, text changes to the Draft EIR, and analysis of the modified Project constitute the Final EIR, is included in Exhibit D; and

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

WHEREAS, after notice having been lawfully given, a duly noticed public hearing was held before the City Planning Commission on August 28, 2023 at which all persons interested had the opportunity to appear and comment; and

WHEREAS, after closing the public hearing, the Planning Commission considered all public and written comments, pertinent information, documents and plans and all other evidence in the public record on the Project; and

WHEREAS, the Final Project EIR did not identify any potentially significant adverse effects on the environment caused by the Project; and

WHEREAS, on August 28, 2023, the Planning Commission fully reviewed, considered, evaluated the whole of the record including all public and written comments, pertinent information, document and plans, and certified the Final EIR for the Project adopted findings of fact in accordance with the CEQA (Exhibit E), and adopted a Mitigation Monitoring and Reporting Program (Exhibit F) prior to taking action to approve the use permit, inclusive of the proposed community amenities, and architectural control for the 123 Independence Drive Project.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Menlo Park finds that the above recitals together with the staff report and the application materials, including without limitation, the EIR, and all other documents, reports, studies, maps, oral and written testimony, and materials in the City's file for the applications and the Project, and all adopted and applicable City planning documents related to the Project and the Project Site and all associated evidentiary basis for the recommendations set forth in this resolution.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Menlo Park (“City”) hereby approves a use permit, subject to conditions, attached hereto and incorporated herein by this reference as Exhibit G, for the Project. The approval is granted based on the following findings which are made pursuant to Menlo Park Municipal Code Section 16.82.030:

1. That the consideration and due regard to the nature and condition of all uses and structures, and to general and specific plans for the area in question and surrounding areas, and impact of the application hereon; in that, the proposed project Final Environmental Impact Report determined that the proposed project with mitigation incorporated would cause less than significant impacts on the environment or less than significant impacts on the environment with mitigation incorporated. The proposed project is designed in a manner consistent with the goals, policies, and objectives of ConnectMenlo and applicable Zoning Ordinance requirements. Specifically, the proposed project would be an infill project that would be compatible with the surrounding uses. The buildings would redevelop the project site currently occupied with an older office and warehouse buildings and locate new multifamily and townhome residential buildings on an underutilized property and the redevelopment would be undertaken at the bonus level of development in exchange for on-site community amenities. The proposed project includes on-site open space, parking, and the proposed buildings adheres to the design standards set forth by the Zoning Ordinance and therefore, the project would be consistent with ConnectMenlo. Compliance with the Zoning Ordinance and consistency with ConnectMenlo would ensure that the project would not be detrimental to the health, safety, and welfare of the surrounding community. The project requests a use permit to allow modification to the bird friendly design standards to allow use of fritted clear-glazes glass on some of the balconies, which the project environmental impact report finds not to have an increased risk of collision and therefore presents a less-than-significant impact on the environment. Additionally, all external non-emergency lighting on the apartment building, townhomes, and landscaping, and common recreational spaces is required to be automatically switched off between the hours of 10 p.m. and sunrise to further prevent bird collision. The project is subject to mitigation measures and conditions of approval that ensure that all existing adjoining structures are appropriately protected during and after construction and the heritage tree removals would be replaced at a 2:1 ratio on the site, in compliance with the Heritage Tree Ordinance in effect at the time of the submittal of a complete SB330 development application. Moreover, the proposed project is designed with appropriate ingress and egress and sufficient on-site bicycle and vehicular parking; and therefore, will not have a detrimental impact on the surrounding areas.
2. That whether or not the establishment, maintenance, or the use applied for will, under the circumstance of the particular case, be detrimental to the health, safety, morals, comfort, and general welfare of the persons residing or working in the neighborhood of such proposed use, or whether it will be injurious or detrimental to property and improvements in the neighborhood or the general welfare of the city; in that, the proposed project is designed as a predominantly residential project with a 316 unit for-rent apartment building with approximately 2,000 square feet of commercial

space and 116 for-sale townhome condominium units, which are permitted uses pursuant to Chapter 16.45.020 of the City of Menlo Park Municipal Code. The proposed project is designed to meet all the applicable codes and ordinances of the City of Menlo Park Municipal Code and staff believes the proposed project would not be detrimental to the health, safety, and welfare of the surrounding community due to the architectural design of the building and the compliance with the Zoning Ordinance design standards and the architectural review process. The proposed project is consistent with the goals and policies established by the Connect/Menlo General Plan and would result in a project that embodies the live/work/play vision of ConnectMenlo and the R-MU zoning district. Specifically, the proposed project would contain residential buildings designed to be compatible with surrounding uses, and providing residential uses in vicinity of business uses addresses potential compatibility issues such as traffic, parking, light spillover, dust, odors, and transportation and use of potentially hazardous materials. The project requests a use permit to allow modification to the bird friendly design standards and allow use of fritted clear-glazes glass on some of the balconies, which the project environmental impact report finds not to have an increased risk of collision and therefore presents a less-than-significant impact on the environment. Additionally, all external non-emergency lighting on the apartment building, townhomes, and landscaping, and common recreational spaces is required to be automatically switched off between the hours of 10 p.m. and sunrise to further prevent bird collision. The proposed project is designed with sufficient vehicular and bicycle parking, as well as public, common, and private open spaces. The proposed paseo bifurcating the project site has been found to meet the requirements of publically accessible open space and paseos outlined in the Zoning Ordinance and provides pedestrian access across the site connecting two public rights-of-way. The project includes 56 inclusionary rental housing units and 18 on-site inclusionary for-sale townhomes and on-site amenities to serve the future residents of the project. Pursuant to State Density Bonus Law the project proposes to request concessions that would provide necessary relief from the City's requirements in order to allow for-sale affordable housing to be developed using volunteer labor and donated materials on a separate parcel lending to ease of construction of the affordable units, availability of a variety of financing options, and cost savings. Additionally, pursuant to the State Density Bonus Law, the project is requesting three waivers from various development standards granting of which would allow the project to develop both for-rent and for-sale affordable units at the allowable density allowing deviation in size, materials, windows, number of bedrooms, parking, and design when compared to the for-sale market rate units; in the minimum width of the required common outdoor open space; and total number of parking spaces dedicated for use of the proposed approximately 2,000 square feet of commercial space. The proposed project is designed with stoops along the main thoroughfare and provides a publically accessible privately maintained park within the project site to further the goals and policies of the land use, circulation, and open space design. The project is designed with appropriate ingress and egress and off-site improvements such as landscaping, street lighting, sidewalks, and green infrastructure. The project Final Environmental Impact Report determined that the project would have less than significant impacts on the environment after

implementation of mitigation measures. Therefore, the proposed project would not be detrimental to the health, safety, morals, comfort, and general welfare of the persons residing or working in the neighborhood.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Menlo Park (“City”) hereby approves the community amenities proposal as part of the use permit for bonus level development attached hereto as Exhibit B, subject to conditions, attached hereto and incorporated herein by this reference as Exhibit G, for the Project. The Planning Commission hereby resolves:

1. Pursuant to Chapter 16.45, Section 16.45.070 of the City’s Municipal Code and with Menlo Park City Council Resolution No. 6360 (the City Council adopted Community Amenities List), public interest and convenience requires that are developed at a greater level of intensity with an increase in density, FAR, and/or height shall provide one or more community amenities to address the needs that result from the effect of the increased development. The value of the community amenities to be provided shall be equal to 50 percent of the fair market value of the additional gross floor area of the bonus level development which has been determined to be \$3,350,000.
2. The City of Menlo Park hereby approves the applicant’s community amenities proposal to provide eight inclusionary rental apartment units affordable to low-income households at a value of \$4,169,795 which would be \$819,795 above the project community amenities value per the appraisal pursuant to the evaluation undertaken by the City’s consultant BAE urban economics.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Menlo Park (“City”) hereby approves an architectural control permit, subject to conditions, attached hereto and incorporated herein by this reference as Exhibit G, for the Project. The approval is granted based on the following findings which are made pursuant to Menlo Park Municipal Code Section 16.68.020:

1. That the general appearance of the structures is in keeping with character of the neighborhood; in that, the proposed project is designed in a contemporary architectural style incorporating stoops for both the multi-family and townhomes units fronting publically accessible paseo and public rights-of-way and solid glass storefront windows for the leasing office space for the apartment building along the majority of the primary street façades. The materials and forms of the proposed buildings would provide modulations and articulations along the façades of the buildings. The materials and modulations would comply with the City’s Zoning Ordinance design standards and would provide visually interesting building facades on both the apartment and the townhome buildings. The apartment façade would predominately consist of cement plaster, fiber cement siding, porcelain tile, and dark colored vinyl windows. The townhome unit facades would be designed in a varying combination of cement plaster, fiber cement paneling, brick veneer, metal and asphalt shingle roofs, dark vinyl windows, panelized garage doors, and vertical metal railings. Pursuant to the State Density Bonus Law, the project is requesting three waivers. The first waiver from the City’s Municipal Code Section 16.97.100 and BMR Guidelines

- Section 5.2 allowing the affordable for-sale units to be constructed such that the exterior finishes, architectural elevations, floor plans, interior finishes, parking, and balconies and different from that of the for-sale market rate units allowing the applicant to simplify the design for ease of constructability by volunteer labor and allow variation in the finishes based on the types of donations received by the affordable housing developer. The second requested waiver is from the City's Municipal Code Section 16.45.120(4)(c)(iii) allowing the Project to provide the required common open space without meeting the 20 feet by 20 feet minimum dimensions allowing the project developer to provide the required number of for-sale affordable units at the density allowed and providing the required open space area without losing affordable units and a third waiver from Section 16.45.080 allowing the Project to not provide designated parking spaces to serve the proposed commercial use such that the proposed garage would not be required to expand or change therefore not impact the overall residential density and the total number of for-rent affordable units that Project is able to provide. The project incorporates complementary colors, and the stucco would comply with the Zoning Ordinance design standards. The project requests a use permit to allow modification to the bird friendly design standards and allow use of fritted clear-glazes glass on some of the balconies, which the project environmental impact report finds not to have an increased risk of collision and therefore presents a less-than-significant impact on the environment. The Project would comply with the base height, building projections, and major and minor modulations along with ground floor transparency, entrances, and garage entrance requirements even after the requested waivers are incorporated. Compliance with the Zoning Ordinance would further the goals and policies of ConnectMenlo for residential design and compatible buildings with surrounding land uses while providing affordable housing.
2. That the development will not be detrimental to the harmonious and orderly growth of the city; in that, the project is a predominantly residential development with 316 units proposed within a multi-family rental apartment building with approximately 2,000 square feet of ground floor commercial space and 116 condominium townhome units are proposed on the remainder of the site along with publicly accessible open space, parking, landscaping, and other improvements. The project's design is generally consistent with all applicable requirements of the City of Menlo Park Municipal Code. The proposed project does include two waiver requests to modify the City's Municipal Code requirements outlined in Sections 16.97.100 and 16.45.120(4)(c)(iii) such that the proposed for-sale townhome units would be allowed to differ in design, size, layout, architectural elevations, exterior and interior materials, and parking from the market-rate for-sale townhome units and the required open space would not meet the minimum 20 feet by 20 feet dimension requirements such that the project developer is able to provide affordable units consistent with the required density and by using volunteer labor and donated materials. However, even with the requested waivers, the Project meets the objective development standards outlined in the City's Municipal Code for the R-MU-B zoning district. The proposed Project is consistent with the new development and population growth envisioned by ConnectMenlo. Moreover, the proposed project is designed in a manner that is

consistent with the existing and future development in the area. The project is designed with appropriate ingress and egress and appropriate number of vehicular and bicycle parking on site to serve the residents and guests. The project would provide a publically accessible public paseo that connects two major thoroughfares and would also provide a pedestrian and bicycle connection across the connecting two public rights-of-way consistent with the land use and circulation element goals and policies of ConnectMenlo. Therefore, the project will not be detrimental to the harmonious and orderly growth of the city.

3. That the development will not impair the desirability of investment or occupation in the neighborhood; in that, the proposed project consists of a multifamily building with 316 apartment units and approximately 2,000 square feet of commercial space and 116 townhome condominium units, which are uses that are consistent with the applicable standards of the Zoning Ordinance for the project site. The proposed project is designed in a manner consistent with all applicable codes and ordinances, as well as the ConnectMenlo goals and policies. The proposed Project contributes to the available affordable housing in the area and provides community amenities to serve the adjoining neighborhood and businesses. The proposed project would redevelop and underutilized site. The proposed project contributes towards providing for-sale and for-rent units in the area and similarly provides for-rent and for-sale affordable housing adding to the availability and variety of housing stock to households with various needs at different income levels. The proposed project would provide publicly accessible pedestrian and bicycle connectivity through the project site, publicly accessible park for community use, as well as additional ground level open space to enhance the pedestrian experience in the area. Therefore, the proposed project would not impair the desirability of investment or occupation in the neighborhood.
4. That the development provides adequate parking as required in all applicable city ordinances and has made adequate provisions for access to such parking; in that, the proposed project provides a total of 510 vehicular parking spaces, where a minimum number of 432 and maximum number of 648 parking spaces are required pursuant to the Zoning Ordinance requirements. The project is requesting a waiver pursuant to the State Density Bonus Law allowing no additional dedicated parking attributed to the proposed commercial use, such that the project is not required to expand the garage or change the proposed residential density. The proposed project is required pursuant to the Zoning Ordinance to reduce vehicle trips from the site by 20 percent from the typical land uses within the site, through the implementation of a transportation demand management program. The on-site parking would be unbundled from the units and would likely reduce the parking demand of the project, per the requirements of the Zoning Ordinance. Lastly, consistent with the Zoning Ordinance requirements, the project provides 474 long-term bicycle parking spaces, and 48 short-term bicycle parking spaces to serve the apartment building and 174 long-term and 18 short-term bicycle parking spaces to serve the proposed townhome units. The project would also provide two bicycle parking space near the entrance of the commercial space to serve the proposed commercial use. The long-term bicycle

storage is located on the first floor of the apartment building and that for the townhomes units is located within the garage. The short term bicycle parking spaces are located near the two entrances to the apartment building, near the publically open space and at various other locations in proximity to the townhome buildings. Therefore, the proposed development provides sufficient on-site parking for both vehicles and bicycles.

- 5. That the development is consistent with any applicable specific plan; in that, the Project is located in the Bayfront Area which is not subject to any specific plan. However, the project is consistent with the all the applicable goals, policies, and programs of ConnectMenlo and is consistent with all applicable codes, ordinances, and requirements outlined in the City of Menlo Park Municipal Code.

SEVERABILITY

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

I, Kyle Perata, Planning Manager and Planning Commission Liaison of the City of Menlo Park, do hereby certify that the above and foregoing Planning Commission Resolution was duly and regularly passed and adopted at a meeting by said Planning Commission on the 28th day of August 2023, by the following votes:

AYES: Barnes, Do, Ehrich, Ferrick, Riggs

NOES: None

ABSENT: Harris, Schindler

ABSTAIN: None

IN WITNESS THEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this 28th day of August, 2023.

PC Liaison Signature

DocuSigned by:

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Kyle Perata
Planning Manager
City of Menlo Park

Exhibits

- A. Project Plans including materials and color board -
- B. Project community amenities proposal -
- C. Hyperlink: BAE's evaluation of the project community amenities proposal -
- D. Final EIR
- E. Statement of Findings and Facts pursuant to CEQA
- F. Mitigation Monitoring and Reporting Program (MMRP)
- G. Conditions of Approval

PLANNING COMMISSION RESOLUTION NO. 2023-42

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MENLO PARK RECOMMENDING CITY COUNCIL APPROVE BELOW MARKET RATE HOUSING AGREEMENTS AND VESTING TENTATIVE MAP FOR THE PROPOSED 123 INDEPENDENCE DRIVE PROJECT CONSISTING OF A 316 UNIT MULTI-FAMILY RESIDENTIAL APARMENT BUILDING WITH AN APPROXIMATELY 2,000 SQUARE FEET COMMERCIAL SPACE AND 116 TOWNHOME CONDOMINIUM UNITS AT 119 INDEPENDENCE DRIVE, 123-125 INDEPENDENCE DRIVE, 127 INDEPENDENCE DIRVE, 1205 CHRYSLER DRIVE, AND 130 CONSTITUTION DRIVE (APNS: 055-236-140, 055-236-180, 055-236-240, 055-236-300, and 055-236-280), AND ASSOCAITED OPEN SPACE AND INFRASTRUCTURE

WHEREAS, the City of Menlo Park (“City”) received an application requesting environmental review, use permit, architectural control, below market rate (BMR) housing agreement, major subdivision, and heritage tree removal permits from The Sobrato Organization (“Applicant”), to redevelop the properties located at 119 Independence Drive, 123-125 Independence Drive, 127 Independence Drive, 1205 Chrysler Drive, and 130 Constitution Drive (APNs 055-236-140, 055-236-180, 055-236-240, 055-236-300, and 055-236-280) (“Property”), with a bonus level development project consisting of an up to 316 unit multifamily rental apartment building with approximately 2,000 square feet of commercial space and 116 for-sale townhome condominium units, which development is more particularly described in the Environmental Impact Report to the Project which was prepared pursuant to the California Environmental Quality Act (hereinafter the “Project”). The Project is depicted in and subject to the development plans which are attached hereto as Exhibit A (“Project Plans including colors and materials board”) and incorporated herein by this reference; and

WHEREAS, the proposed Project is located in the R-MU-B (Residential Mixed Use-Bonus) zoning district. The R-MU-B zoning district allows a mixture of land uses with the purposes of providing high density housing to complement nearby employment, encouraging mixed use development with a quality living environment and neighborhood-serving retail and services on the ground floor that are oriented to the public, promoting a live/work/play environment with pedestrian activity, and blending with and complementing existing neighborhoods through site regulations and design standards that minimize impacts to adjacent uses; and

WHEREAS, the bonus level provisions identified in the City’s Zoning Ordinance allow a development to seek an increase in floor area ratio (FAR), density (dwelling units per acre), and/or height subject to approval of a use permit and the provision of community amenities equal to a minimum of 50 percent of the fair market value of the increased development potential and the applicant has submitted a community amenities proposal in compliance with the required minimum value; and

WHEREAS, the proposed Project would be developed with an increase in FAR, height, and density pursuant to City's bonus level development allowances; and

WHEREAS, the proposed Project requests use permit to allow modification to the bird friendly design guidelines to allow some balcony railings in the project to be made out of fritted clear-glazed glass; and

WHEREAS, the proposed Project environmental impact report found that combined with low number of birds expected to be exposed to increases risk of collision, the fact that most birds would be urban generalists that already occur in the area, and less than ten percent of the glazing being fritted glass railing, the bird collision risk at the proposed Project would be less-than-significant; and

WHEREAS, pursuant to City's General Plan goals and policies, the proposed Project is required to provide a publicly accessible paseo connecting Constitution Drive to Independence Drive; and

WHEREAS, the Project provides a minimum 20-foot wide paseo which increases in width at certain places. The paseo expands to create publicly open space of approximately 15,367 square feet in size before connecting Independence Drive; and

WHEREAS, the proposed Project complies with all applicable objective standards of the City's Zoning Ordinance, including design standards, green and sustainable building standards, and is consistent with the City's General Plan goals, policies, and programs; and

WHEREAS, pursuant to the requirements of Sections 16.45.060 and 16.96.020 of the City of Menlo Park Municipal Code and the City's Below Market Rate ("BMR") Housing Program, the applicant submitted a BMR proposal that would provide 48 inclusionary rental units (15 percent of total proposed 316 multi-family apartment units), 18 inclusionary for-sale units (15 percent of total proposed 116 for-sale townhome units), and eight additional inclusionary rental units to fulfill the community amenities obligation for the proposed project; and

WHEREAS, as allowed by the State Density Bonus Law and City's Below Market Rate (BMR) Ordinance, the proposed Project requests two concessions for the development of for-sale affordable units: first from BMR Guidelines 5.1 and Section 16.96.060 of City's Municipal Code to allow clustering of the affordable for-sale townhome units and second concession from BMR Guidelines 5.3.1 and Section 16.96.060 of City's Municipal Code to allow a delayed construction schedule to develop the affordable units such that Habitat for Humanity Greater San Francisco ("HGSF") would obtain building permits for the for-sale affordable townhomes within six months from issuance of first building permit for first market-rate townhome and HGSF would be required to complete the affordable townhomes within 24 months from their building permit issuance; and

WHEREAS, the applicant requests the first concession to allow the use of volunteer labor as sweat equity towards purchase of affordable units and to allow leveraging of certain financial opportunities that would otherwise be unavailable and the second concession to allow a delay in

the development of affordable units to allow HGSF to rely on volunteer labor and sweat equity model and use donated goods and materials for construction of the affordable for-sale units; and

WHEREAS, as allowed by the State Density Bonus Law and the City's Below Market Rate (BMR) Ordinance, the proposed Project requests three waivers: first from City's Municipal Code Section 16.97.100 and BMR Guideline Section 5.2 to allow the for-sale affordable units to differ in the following design aspects: smaller size, interior layout, fewer bathrooms, increased number of bedrooms, smaller living area, less parking, smaller windows, different exterior finishes and massing, fewer balconies, and different interior finishes, lighting, and appliances, second from City's Municipal Code Section 16.45.120(4)(c)(iii) to allow common open space required as part of the development of the for-sale affordable units of 400 square feet that does not meet the minimum 20 feet by 20 feet dimension requirement pursuant to the code and third from City's Municipal Code Section 16.45.080 allowing no designated vehicular parking spaces for the proposed commercial space within the proposed apartment building that includes rental affordable units; and

WHEREAS, the applicant is requesting the first waiver to allow the construction of for-sale affordable units using volunteer labor and donated materials, the second waiver to allow for the for-townhomes as programmed and designed at the allowed density without losing any affordable units, and the third waiver to allow development of the commercial space without having to expand the garage area to accommodate dedicated commercial space parking requiring reduction in the residential density and for-rent affordable units; and

WHEREAS, at a duly noticed public meeting on June 7, 2023, the Housing Commission considered the applicant's BMR proposal, incorporated herein as Exhibit B, and draft BMR Housing Agreements, inclusive of the 74 inclusionary BMR units, and forwarded a recommendation of approval to the Planning Commission and City Council of the proposed BMR Housing Agreements showing unit sizes/types affordable to low-income households; and

WHEREAS, as allowed by Section 13 of the City's BMR Guidelines, the applicant requests approval of Project specific alternate guidelines in order to allow the development of for-sale BMR units consistent with HGSF model, of the City Council; and

WHEREAS, at the duly noticed public meeting on June 7, 2023, the Housing Commission considered the applicant's request for Project specific alternative BMR guidelines and forwarded a recommendation of approval to the Planning Commission and City Council; and

WHEREAS, the Planning Commission has read and considered those certain Below Market Rate Housing Agreements ("BMR Agreements") between the City and The Sobrato Organization, incorporated herein as Exhibits C and D, and their affordable housing partner HGSF, incorporated herein as Exhibit E, and finds that those satisfy the requirements of Chapter 16.96 of the City's Municipal Code and in the BMR Housing Program Guidelines, except as modified, and would result in affordable housing that meets the City's affordable housing goals and results in a BMR program for the Project with characteristics that are a reasonable equivalent alternative to a program that strictly complied with the BMR Housing Program Guidelines; and

WHEREAS, Section 16.45.070 of the City of Menlo Park Municipal Code requires that bonus level projects that are developed at a greater level of intensity with an increase in density, FAR, and/or height shall provide one or more community amenities to address the needs that result from the effect of the increased development. The value of the community amenities to be provided shall be equal to 50 percent of the fair market value of the additional gross floor area of the bonus level development; and

WHEREAS, pursuant to the requirements of Section 16.45.070 of the City of Menlo Park Municipal Code, the City commissioned R. Blum and Associates to evaluate the appraisal provided by the applicant to determine the value of the Project's community amenities contribution. The appraisal determined the project's community amenities obligation would amount to \$3,350,000. The Community Development Director determined that the appraisal was created pursuant to the City's guidelines and approved the appraisal; and

WHEREAS, on December 6, 2022, the applicant submitted the community amenities proposal that provides eight rental units affordable to low-income households valued at approximately \$4,200,299 as part of the Project's community amenities proposal; and

WHEREAS, the City commissioned BAE urban economics to evaluate the community amenities proposal and subsequently determined that the value of the proposed eight low-income rental units, at \$4,196,795 or \$819,795 greater than the community amenities obligation and is therefore consistent with the Zoning Ordinance requirements; and

WHEREAS, for these reasons, the community amenities proposal meets the minimum requirements of the Zoning Ordinance; and

WHEREAS, the proposed Project includes the removal of 29 heritage-size trees that have been evaluated by the City Arborist and on January 6, 2023, and the City Arborist conditionally approved the heritage tree removal permit. The conditional action was posted on the site and mailed notices sent out stating the action and no appeals were filed with the City; and

WHEREAS, the proposed project would include a minimum of 58 heritage tree replacements, per the required 2:1 replacement ratio of the Heritage Tree Ordinance in effect at the time of submittal of a complete application under the provisions of SB 330; and

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

WHEREAS, on November 29, 2016, in connection with an update to the Land Use and Circulation Elements of the City's General Plan and related zoning changes, commonly referred to as the ConnectMenlo project, the City certified the ConnectMenlo Final EIR (ConnectMenlo EIR); and

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

WHEREAS, the Project would be developed at the bonus level allowances of the Zoning Ordinance, and therefore, is subject to the settlement agreement between the City of Menlo Park and City of East Palo Alto (“Settlement Agreement”), which requires project-specific environmental impact reports (“EIRs”) for certain future projects. Pursuant to the Settlement Agreement, the project-specific EIR may tier from the certified program level ConnectMenlo Final EIR (“ConnectMenlo EIR”) which was certified by the City Council on November 29, 2016, as part of an update to the Land Use and Circulation Elements of the General Plan and related zoning changes, commonly referred to as ConnectMenlo, and the project-specific EIR shall include a project specific analysis for all required topic areas pursuant to CEQA Guidelines Section 15162(d). The City shall also prepare a housing needs assessment (“HNA”) to inform the population and housing topic area of the Project EIR; and

WHEREAS, the City released a Notice of Preparation (“NOP”) for a prior version of the project including office buildings along with residential uses was released for a 30-day circulation period starting on January 8, 2021 to February 8, 2021. The City reissued the NOP for a revised 100 percent residential project on September 10, 2021. Following the release of the revised NOP, the Planning Commission conducted a scoping session on September 27, 2021. Comments received by the City on the NOPs and at the public EIR scoping meeting were considered during the preparation of the Draft EIR; and

WHEREAS, on September 27, 2021, concurrently with the public NOP scoping meeting, the Planning Commission conducted a study session to review and provide comments on the Project’s conceptual design; and

WHEREAS, pursuant to the requirements of the Settlement Agreement and CEQA, the City prepared, or caused to be prepared, a project level EIR and conducted a HNA for the Project; and

WHEREAS, the Draft EIR was released on November 28, 2022 for a minimum 45-day review period that ended on January 27, 2023. The public review period included one duly noticed public meeting on December 12, 2022 to received oral and written comments on the Draft EIR; and

WHEREAS, On December 12, 2022, as part of the duly noticed public hearing to review the Draft EIR, the Planning Commission also conducted a study session and provided an opportunity for members of the public to provide comments on the proposed project design, BMR proposal, and community amenities proposal; and

WHEREAS, the Draft EIR was filed with the California Office of Planning and Research and copies of the Draft EIR were made available at the Community Development Department, on the City’s website and at the Menlo Park Library; and

WHEREAS, on August 4, 2023, the City published a Response to Comments Document that contains all of the comments received during the public comment period, including a transcript of the public hearing, and written responses to those comments, and any text changes to the Draft EIR, prepared in accordance with CEQA and the CEQA Guidelines, and an analysis of the Project (which included minor modifications from the project as analyzed in the Draft EIR) that demonstrates that development of the Project would not result in any new or more severe environmental effects than were analyzed in the Draft EIR. The Draft EIR, Response to Comments Document, text changes to the Draft EIR, and analysis of the modified Project constitute the Final EIR, which is included in Exhibit F; and

WHEREAS, a phased vesting tentative map application requests to merge the existing five legal parcels within the approximately 8.5-acre project site and re-subdivide the project site to create 316 multi-family apartment unit building including the 2,000 square feet commercial space within one of the legal parcels, 116 townhome condominium units to be sold individually on three legal parcels, and create one legal parcel to accommodate the publicly accessible paseo, emergency vehicle access, and park; and

WHEREAS, the project proposes to execute the vesting tentative map in two phases. First phase would merge all the parcels and create four lots consisting of one lot (lot A) to receive the apartment building fronting Constitution Drive, the public paseo/park lot (lot 1) and third and fourth lots (lot B and lot C) would merge the parcels to create the lot to receive the townhomes. The second phase would further subdivide lots B, C, and D to create townhome condominiums; and

WHEREAS, notwithstanding the anticipated phasing plan, included herein as Exhibit G, the applicant may elect to develop the project in a single phase or modify the project phasing as permitted by the Subdivision Map Act; and

WHEREAS, staff has determined that the proposed vesting tentative map, included herein as Exhibit H, includes the required data and statements listed in the Subdivision Ordinance, and all information is complete and accurate; and

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

WHEREAS, after notice having been lawfully given, a duly noticed public hearing was held before the City Planning Commission on August 28, 2023 at which all persons interested had the opportunity to appear and comment; and

WHEREAS, after closing the public hearing, the Planning Commission considered all public and written comments, pertinent information, documents and plans and all other evidence in the public record on the Project; and

WHEREAS, the Final Project EIR did not identify any potentially significant adverse effects on the environment caused by the Project; and

WHEREAS, on August 28, 2023, the Planning Commission fully reviewed, considered, evaluated the whole of the record including all public and written comments, pertinent information, document and plans, and certified the Final EIR for the Project adopted findings of fact in accordance with the CEQA (attached herein as Exhibit I), and adopted a Mitigation Monitoring and Reporting Program, attached herein as Exhibit J, prior to taking action to approve the use permit and architectural control for the 123 Independence Drive Project.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Menlo Park finds that the above recitals together with the staff report and the application materials, including without limitation, the EIR, and all other documents, reports, studies, maps, oral and written testimony, and materials in the City's file for the applications and the Project, and all adopted and applicable City planning documents related to the Project and the Project Site and all associated evidentiary basis for the recommendations set forth in this resolution.

BE IT FURTHER RESOLVED that the Planning Commission makes the following findings and recommendations:

1. *BMR Agreements*. The BMR Agreements satisfy the requirements of Chapter 16.96 of the City's Municipal Code and the applicable BMR Housing Guidelines, as amended by the Use Permit. The request to modify BMR Housing Guidelines under Section 13 to allow first right of refusal in favor of Habitat for Humanity Greater San Francisco (HGSF) first and the City second, amending the definition of first-time homebuyer, modify the timing of when the educational requirements are completed and include other educational requirements such as sweat equity, modify what constitutes towards income limits for the purchasers, prohibit refinancing of affordable units after sale, modify the process of resale of the affordable units, and request that the City appoint HGSF as its designee or program provider and coordinator undertaking orientation, education, marketing, applicant selection, and title requirements to provide 18 for-sale low-income affordable units and 56 rental apartment units (includes eight low-income affordable rental units provided as part of the Project community amenities) affordable to low-income households as part of the proposed Project. The Planning Commission finds that the deviations from the BMR Housing Program Guidelines Sections 5.5, 7.1, 7.1.1, 7.2, 7.4, 10.2, and 11 meet the requirement of the BMR Housing Program Guidelines Section 13, which allows the City Council to approve a BMR proposal and ensuring Agreement(s) that is not consistent with every section of the BMR Guidelines where the deviation results in the proposal providing a reasonable equivalent alternative that is commensurate with the goals of the BMR Housing Program Guidelines. The Planning Commission recommends that the City Council waive the BMR Housing Program Guidelines Sections 5.5, 7.1, 7.1.1, 7.2, 7.4, 10.2, 11, and designate HGSF to be the City's designee or program provider to undertake orientation, marketing, and other activities around sale of the affordable townhome units, to promote development of for-sale units affordable to low-income households. The Planning Commission recommends that the City Council approve applicant's BMR proposal and BMR regulatory Agreements, including an agreement for the for-rent affordable units and for-sale affordable units in a form substantially consistent with the Agreements attached

hereto as Exhibits C, D, and E of this resolution, and direct the City Manager to execute the BMR Agreements on behalf of the City.

2. *Vesting Tentative Map*. The Planning Commission recommends that the City Council find that the approval of the Vesting Tentative Map is consistent with the requirements of the Subdivision Map Act and City of Menlo Park Municipal Code Section 15.22.020 for the following reasons:
 - a. The proposed Vesting Tentative Map for the Project Site is technically correct and in compliance with all applicable State regulations, City General Plan, Zoning and Subdivision Ordinances, and the State Subdivision Map Act.
 - b. The proposed Vesting Tentative Map for the project Site, including the contemplated design and improvements, is consistent with the applicable General Plan goals and policies, in particular that goals for the Bayfront Area set forth in the General Plan. The project is consistent with the land use designations described in the General Plan and would be consistent with the City General Plan policies as well as City Zoning Ordinance requirements for bonus level development projects at the proposed density and for the types of uses.
 - c. The project Site is physically suitable for the proposed development, including the proposed density of development, and the design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially injure fish or wildlife or their habitat. The project is consistent with the density and uses for the site set forth in the General Plan. The project Site is in an urbanized area of the City currently occupied by office/warehouse development, landscaped, and hardscaped areas that include various urban uses and does not include any aquatic habitat. The project would not cause substantial environmental damage to the already disturbed Project Site and would not substantially injure the limited wildlife that access the site or their habitat.
 - d. The design of the subdivision or types of improvements is not likely to cause serious public health or safety problems. The project would comply with the General Plan's goals and policies, City Zoning and Subdivision Ordinances, and other applicable regulations designed to prevent serious health and safety problems.
 - e. The design of the subdivision or the type of improvements does not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision because alternate easements for access or use will be provided that are substantially equivalent to ones previously acquired by the public.

- f. The project is subject to flood and inundation hazards and is not located within a slide area. The Project Site is located within the 100-year flood hazard zone. However, the contemplated Project design and improvements will be elevated so as to mitigate flood hazards, and the Project would comply with the applicable requirements designed in mitigate flood hazards as well as address future sea level rise.

Based on the above findings, the Planning Commission recommends that the City Council approve the Vesting Tentative Map in form substantially consistent with Exhibit H, subject to Vesting Tentative Map conditions of approval attached herein as Exhibit K.

SEVERABILITY

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

I, Kyle Perata, Planning Manager and Planning Commission Liaison of the City of Menlo Park, do hereby certify that the above and foregoing Planning Commission Resolution was duly and regularly passed and adopted at a meeting by said Planning Commission on the 28th day of August 2023, by the following votes:

AYES: Barnes, Do, Ehrich Ferrick, Riggs

NOES: None

ABSENT: Harris, Schindler

ABSTAIN: None

IN WITNESS THEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this 28th day of August, 2023.

PC Liaison Signature

DocuSigned by:

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Kyle Perata
 Planning Manager
 City of Menlo Park

Exhibits

- A. Project Plans including materials and color board and vesting tentative map -
- B. Project Below Market Rate proposal including requested concession, waivers, and modifications to the BMR Guidelines

- C. Draft Below Market Rate Housing Agreement and Declaration of Restrictive Covenants with The Sobrato Organization
- D. Draft Below Market Rate For-Sale Housing Agreement and Declaration of Restrictive Covenants with The Sobrato Organization
- E. Draft Below Market Rate Housing Agreement and Declaration of Restrictive Covenants with Habitat for Humanity Greater San Francisco (HGSF)
- F. Final EIR
- G. Vesting Tentative Map phasing narrative
- H. Vesting Tentative Map
- I. Statement of Findings and Facts pursuant to CEQA
- J. Mitigation Monitoring and Reporting Program
- K. Vesting Tentative Map conditions of approval



To: City of Menlo Park and The Sobrato Organization
Re: HGSF's Marketing, Outreach, and Lottery process
Date: February 7, 2023

RECOMMENDATION

Based on an internal review and various conversations, Habitat Greater San Francisco ("HGSF") would like to express our desire and intent to work with the City of Menlo Park to use the city's BMR guidelines, and specifically the city's legacy list, and other preferences in selecting homeowners for the 123 Independence project.

Per the city's request, the marketing and outreach, lottery process, and homeowners' selection and qualifications narrative below, summarizes HGSF's typical outreach and selection process and outlines how we propose working with the city's BMR Guidelines and Legacy List. As stated above, our intent and desire are to work with the city and use their existing Legacy List, preferences, rankings, and guidelines to the extent allowable by all State and Federal fair housing and all other applicable rules and regulations.

MARKETING & OUTREACH

HGSF employs a marketing strategy that is reflective of our mission, commitment to diversity, equity, and inclusion, and complies with local, state, and federal rules and regulations. Prior to launching a marketing cycle for our affordable ownership program, HGSF typically develops a Marketing Plan in partnership with the host city. The Marketing Plan typically includes information about the homes, buyer qualifications, marketing strategy, marketing activities, outreach materials, and timeframes.

HGSF's general marketing and outreach process includes the following steps:

1. Create Marketing Plan with input and approval from appropriate stakeholders.
2. Implement Marketing Plan up to 1.5 years prior to Certificate of Occupancy (end of construction). Elements of marketing and outreach may include:
 - a. Electronic and print material distribution to the City of Menlo Park BMR Purchase Legacy list and other preference lists as determined by agreements with funding partners. Partnerships with community-based organizations, faith-based organizations, school and parent groups, employers and employer networks, civic associations, city agencies and other resources serving first-time homebuyers in the host city.
 - b. In-person and online application Information Sessions targeted at first-time homebuyers who meet the eligibility requirements established by HGSF and the host city. These information sessions will serve a multi-lingual audience to maximize their access to the homeownership opportunities being marketed.
3. The marketing and outreach cycle typically lasts between three and four months.
4. In this case, HGSF proposes to first reach out to those on the legacy list (in rank list order) and invite these households to apply. These applicants will be given preference for application and eligibility.
5. If the Legacy List is exhausted and a lottery is utilized, HGSF recommends deferring to a general lottery pool to determine processing order. Interested clients would submit a lottery

application that screens for lottery eligibility. Please note that because this is self-reported data, actual eligibility for the program is determined post-lottery.

6. Pre-screened, eligible applicants are entered into the lottery.

MENLO PARK RANKED LEGACY LIST

In the example for the City of Menlo Park, the following preferences would apply:

1. BMR Purchase Legacy List
2. Live/work
3. Unhoused
4. Displacement
5. Accessible unit

All applicants would be processed by preference priority, in lottery rank order.

LOTTERY PROCESS

In the event of a lottery, eligible applicants would be invited to attend a virtual lottery hosted by HGFS. All the lottery numbers are randomly sorted using Microsoft Excel. Each applicant is assigned an "unfiltered" ranking between 1 and the total number of applicants. For example, in a lottery with 800 applicants, each applicant will be assigned a number between 1 and 800.

The lottery determines the order in which applications are processed. Those whose lottery numbers are called will be asked to submit a complete application with supporting documentation for the program.

Example: Jenny has an "unfiltered" ranking of 2, and Shonda has an "unfiltered" ranking of 6. They are both in the Other Preference category (not Legacy List). Jenny and Shonda have the highest "unfiltered" rankings of all other applicants in the other preferences. Therefore, Jenny would have a ranking of 1 and Shonda would have a ranking of 2 in the Preference List B.

Post Lottery	Post Filtering		
Unfiltered Lottery List	Preference List A: Legacy List	Preference List B: All Other Preferences	Remaining Lottery List
1 Sam	1 Andrea	Jenny	Sam
2 Jenny	2 Dan	Shonda	Maggie
3 Maggie	3 Juan	Darren	Jesse
4 Jesse	4 Ted	Tyra	Isaac
5 Jorge	5 Lucy	Michelle	Lee
6 Shonda			
7 Lee			
8 Andrea			
9 Darren			
10 Dan			
11 Juan			
12 Tyra			
13 Ted			
14 Michelle			
15 Lucy			

Under the city's BMR guidelines, those in the BMR purchase legacy list waitlist would get priority over other preferences. Moreover, the legacy list has a rank list order. In this case, HGFS would first reach out to those on the list (in rank list order) and invite these households to apply. If the legacy list is


exhausted and there are still units needing to be filled, HGSF would refer to the general lottery pool to determine processing order.

HOMEOWNER SELECTION & QUALIFICATION

To move forward with HGSF's affordable ownership program, applicants must demonstrate the ability to pay (income, debt, credit), need for housing (low income), and willingness to partner with HGSF (sweat equity). All eligible households are approved by HGSF's Board of Directors.

Please feel free to reach out to me with any questions and comments. We appreciate your continued collaboration and support of our project.

Sincerely,



Maureen Sedonaen

Maureen Sedonaen | Chief Executive Officer

She, Her, Hers

Habitat for Humanity Greater San Francisco

300 Montgomery St Ste 450

San Francisco CA 94104

(415) 625-1001



Aug 28, 2023

**City of Menlo Park
701 Laurel St.
Menlo Park, CA 94025**

Re: Use Permit for Project on Independence Drive

**By email: planning.commission@menlopark.gov, andrew@barnes210.com,
linhdan@gmail.com, andrewwehrich@gmail.com, kmgferrick@gmail.com,
CynthiaHarrisMP@gmail.com, hrriggs@comcast.net, jennifers@gmail.com**

Cc: jaherren@menlopark.gov, Sesandoval@menlopark.gov, ndoherty@bwslaw.com

Dear Menlo Park Planning Commission:

The California Housing Defense Fund (“CalHDF”) submits this letter to remind the Commission of its obligation to abide by all relevant state housing laws when evaluating the proposed mixed-use development project with 432 total units, including 74 affordable units, at 123 Independence Drive, 119 Independence Drive, 123-125 Independence Drive, 127 Independence Drive, 1205 Chrysler Drive, and 130 Constitution Drive. The Housing Accountability Act (Gov. Code § 65589.5; the “HAA”) requires approval of zoning and general plan compliant housing development projects unless findings can be made regarding specific, objective, written health and safety hazards. The HAA also bars cities from imposing conditions on the approval of such projects that would reduce the project’s density unless, again, such written findings are made.

The proposed development complies with local land use rules, including the City’s Zoning Code land use designation of the R-MU-B (Residential Mixed Use-Bonus) zone. The HAA’s protections therefore apply, and the City must not reject the project, except based on health and safety standards, as outlined above.

CalHDF also writes to emphasize that the Density Bonus Law (Gov. Code § 65915; the “DBL”) offers the proposed development certain protections. The Commission must respect these protections. Specifically, it must not deny the project the proposed waivers concessions with respect to building clustering on a separate parcel and different construction schedules.

As you are well aware, California remains in the throes of a statewide crisis-level housing shortage. New housing such as this is a public benefit; it will bring increased tax revenue and new customers to local businesses, and it will reduce displacement of existing residents. It will also help cut down on transportation-related greenhouse gas emissions by providing housing in denser, more urban areas, as opposed to farther-flung regions in the state (and out of state). While no one project will solve the statewide housing crisis, the proposed development at Independence Drive is a step in the right direction. CalHDF urges the City Council to approve it, consistent with its obligations under state law.

CalHDF, formerly known as the California Renters Legal Advocacy and Education Fund, or “CaRLA,” is a 501(c)3 non-profit corporation whose mission includes advocating for increased access to housing for Californians at all income levels, including low-income households. You may learn more about CalHDF at www.calhdf.org.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Dylan Casey', with a long horizontal stroke extending to the right.

Dylan Casey
CalHDF Executive Director

A handwritten signature in blue ink, appearing to read 'Courtney Welch', with a stylized, cursive style.

Courtney Welch
CalHDF Director of Planning and Investigation

From: Ross Silverstein <rosssilverstein@gmail.com>
Sent: Wednesday, September 13, 2023 1:49 PM
To: _Planning Commission <planning.commission@menlopark.gov>
Subject: Current mixed use developments aren't actually mixed use

CAUTION: This email originated from outside of the organization. Unless you recognize the sender's email address and know the content is safe, DO NOT click links, open attachments or reply.

Hello Planning Commission,

While I know the proper time and forum to have addressed this would have been during the Planning Commission meetings, it seems like I'm too late for that but figured I would send this email out anyway.

For projects like [Menlo Uptown](#), [Menlo Portal](#), and [123 Independence Dr](#)... all of these are zoned under Mixed Use R-MU-B, but it pains me to see that all of these projects are basically all residential. It looks like Menlo Uptown will have one building for offices. Portal & 123 Independence will have 2,000 sqft (basically 0) for offices... but zero retail at all.

Mixed use developments are (or at least can be) great because it combines different use-cases into a more consolidated geographic area, so we don't have siloed areas only for living/working/shopping.

Why then do none of these projects have the ground floor be used for restaurants, stores, services, banks etc so these people actually have stuff to do in their own neighborhood? As-is, while the increased density is great, all of these people will go home and either stay in their apartment with nothing to do, or need to drive to a different neighborhood to go to a restaurant or buy groceries.

In fact, a quick search for "grocery store" shows there are literally zero in Bayfront / Menlo Park North, and the only two in the entirety of Belle Haven are right on Willow Rd.

As a planning commission, you have the opportunity to improve the future of our city by actually providing a quality neighborhood experience for future residents of these developments. I implore you to consider the entire living experience for future projects.

Thank you.



123 INDEPENDENCE DRIVE PROJECT

119, 123-125, 127 Independence Dr., 130 Constitution Dr., 1205 Chrysler Dr.

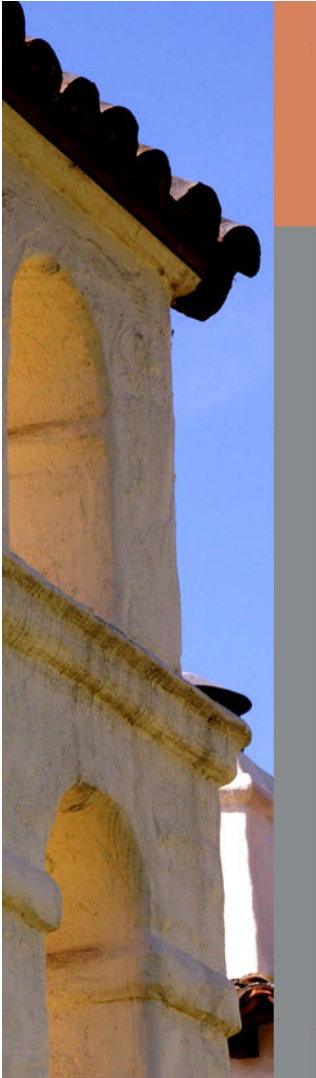
BMR housing agreements and vesting tentative map

Staff presentation to City Council, September 26, 2023



CITY COUNCIL REVIEW

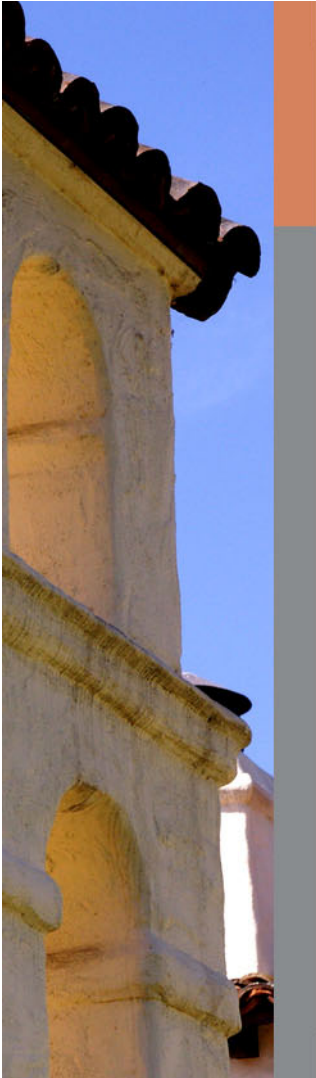
- Project-specific modifications to the Below Market Rate (BMR) Guidelines for Equivalent Alternatives
- Three BMR housing agreements
 - Rental BMR agreement
 - For-sale BMR agreement with Habitat for Humanity Greater San Francisco
 - For-sale BMR agreement with The Sobrato Organization in case Habitat unable to proceed
- Vesting tentative map
 - Parcelization
 - Creation of 116 for-sale condominium townhouse units



PROJECT PROPOSAL

- 316 rental apartment units (48 BMR units)
- 116 for-sale townhome units (18 for-sale BMR units)
- 8 additional BMR rental units as community amenity
- All BMR units affordable to low-income households
- 2,000 sq.ft. ground floor commercial space
- Vesting tentative map

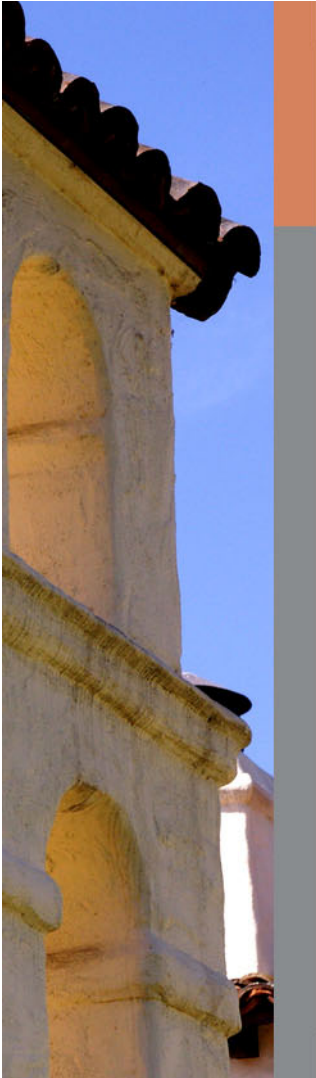




PLANNING COMMISSION ACTIONS

On August 28 the Commission adopted resolutions:

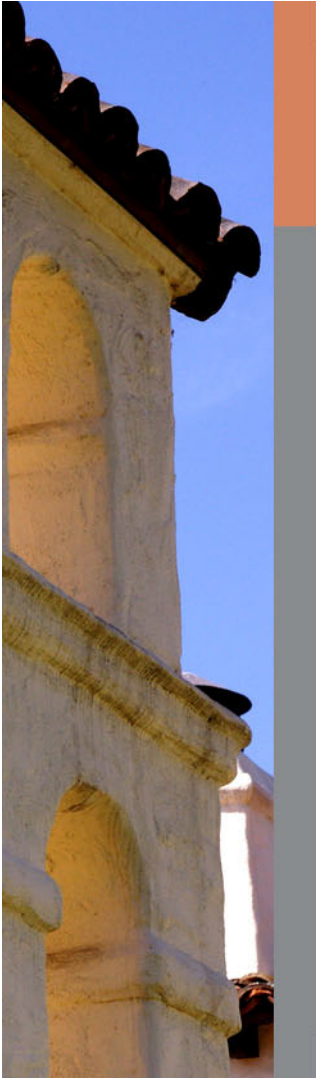
- Certifying Final Environmental Impact Report, adopting CEQA findings, and Mitigation Monitoring and Reporting Program
- Approving use permit and architectural control for building and site design
 - Including community amenities in exchange for bonus level development
- Recommending approval of three BMR housing agreements and vesting tentative map to City Council



PROJECT SPECIFIC BMR HOUSING GUIDELINES MODIFICATIONS

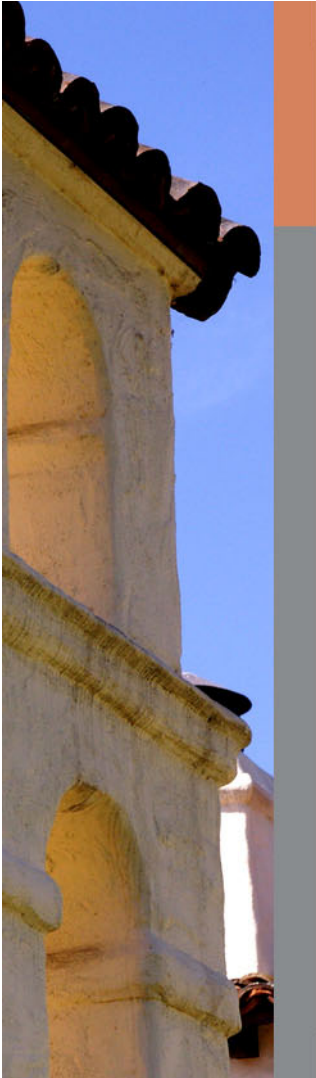


- Modifications to programmatic and administrative elements of the BMR Guidelines, including:
 - Characteristics of units (Section 5)
 - Eligibility requirements (Section 7)
 - Occupancy requirements (Section 10)
 - Resale of BMR units (Section 11)



VESTING TENTATIVE MAP

- Allows the project to be developed in phases
 - Phase 1:
 - Reconfigure existing lots
 - Allows development of apartment building and paseo/open space
 - Phase 2:
 - Creates three townhome parcels
 - Vesting tentative map would abandon and establish easements
- The 116 townhomes would be mapped as condominium units to allow for individual ownership of each unit



RECOMMENDED ACTIONS

Adopt resolutions:

1. Approving three BMR housing agreements including requested project-specific modifications to the BMR Housing Guidelines for provision of 56 BMR rental apartments and 18 for-sale townhome units (Attachment A)
2. Approving vesting tentative map for a major subdivision to modify the parcel configuration and create 116 townhome condominium units (Attachment B)



THANK YOU



STAFF REPORT

City Council
Meeting Date: 9/26/2023
Staff Report Number: 23-220-CC

Regular Business: Direct staff to return with funding agreements authorizing the grant of below market rate housing funds as follows: 1) \$2,000,000 for Habitat for Humanity of Greater San Francisco, 2) \$2,000,000 for MidPen Housing, Inc., and 3) \$180,000 to Rebuilding Together Peninsula and to provide direction on a notice of funding availability application at 1162 El Camino Real

Recommendation

Staff recommends the City Council:

1. Direct staff to return with funding agreements authorizing the grant of below market rate (BMR) housing funds as follows: 1) \$2,000,000 for Habitat for Humanity of Greater San Francisco (HGSF), 2) \$2,000,000 for MidPen Housing, Inc. (MidPen), and 3) \$180,000 for Rebuilding Together Peninsula (RTP).
2. Provide direction regarding potential options of a land donation and/or affordable housing development for the 1162 El Camino Real development project in fulfilling its BMR requirements.

Policy Issues

The City Council retains sole discretion to award available monies from the BMR housing fund collected in accordance with Menlo Park Municipal Code Chapter 16.96. As set forth in §14.3 of the City of Menlo Park BMR Guidelines, projects include the preservation of existing affordable housing, acquisition or new construction of permanent affordable rental or ownership housing, and other activities to support housing for extremely low, very low or low-income households. Funding through the notice of funding availability (NOFA) is intended to fill the financing gap between the projected total project costs and other available funding sources.

Background

On Dec. 23, 2022, the City released a NOFA of approximately \$2 million from the BMR housing fund to support the preservation or production of permanent affordable housing. Project eligibility requirements are outlined in the NOFA application document. The City received four applications before the NOFA deadline which met the basic requirements and target the priority income groups and one funding request following the deadline. Table 1 summarizes the four applications and their funding request, and the applications are included in Attachment A.

The four applications are further described below.

Table 1 – Summary of NOFA applications					
Organization	Type of activity	Location	Description	Amount requested	Subsidy per unit
HGSF	New construction: BMR ownership	123 Independence Dr.	Development of 18 townhomes – low income (80% AMI or below)	\$2,000,000	\$111,111
HIP Housing	New construction: BMR rental	1162 El Camino Real	Development of 9 rental units - low income	\$11,300,000	\$1,257,323
MidPen	New construction: BMR rental	795 Willow Rd.	Development of 62 rental units apartments for veterans-extremely low income and very low income	\$2,000,000	\$32,258
RTP	Preservation: homeowner rehabilitation	Belle Haven neighborhood	Rehabilitate eight homes owned by low income families	\$180,000	\$22,500
Total requested				\$15,480,000	

Habitat for Humanity – 123 Independence Dr.

HGSF proposes to provide 18 affordable low-income ownership townhomes as part of a partnership with the Sobrato Organization that is proposing to redevelop an 8-acre office and light industrial site into a mixed residential project consisting of 316 rental units and 116 ownership townhome units, and approximately 2,000 square feet of commercial uses. The 18 affordable low-income ownership units are Sobrato’s required inclusionary obligation (15% x 116 = 17.4 rounded up to 18 units) for the ownership part of the project. However, this proposal targets lowering the household income level from the required moderate income to low income for the ownership units.

HIP Housing – 1162 El Camino Real

HIP Housing proposes to develop a nine-unit, low-income rental project. Prince Street Partners has approved plans to build nine apartment units at 1162 El Camino Real. The project includes six market rate units and three affordable units to fulfill the inclusionary obligation of one unit for the project itself and two units for the nearby mixed-use development project located at 506-556 Santa Cruz Avenue/1125 Merrill Street. Prince Street Partners is also exploring alternatives to meeting its BMR requirement with a donation of the land to the City or partnering with an affordable developer to develop a 100% affordable project. These alternatives could potentially fulfill the affordable housing obligation of three units at the 1162 El Camino Real site. HIP is also working toward providing additional dwelling units and deeper affordability than required. However, any alternative would require additional review by the City to ensure the chosen alternative is equivalent to or exceeds the cost/value of the required BMR units at the site. There is additional discussion about this proposal later in this report as well as a request for feedback from the City Council.

MidPen – 795 Willow Rd.

MidPen’s proposal would support the development of 62 extremely-low and very-low income rental units targeted to veterans and their families who are formerly or at risk of homelessness. The property is owned by the U.S Department of Veterans Affairs (VA) as part of its Veterans Affairs campus. MidPen was selected to develop this project by the VA through its request for qualifications in 2019. Since it is Federal property, the site is technically not subject to the City’s discretionary planning approvals; however MidPen intends to comply with the City’s R-4-S zoning requirements in recognition of its location and connection to

the surrounding community. The Planning Commission reviewed the proposal at a study session May 15 and the community development director's designee determined it to be in substantial conformance with the City's R-4-S regulations May 26.

RTP – Belle Haven Neighborhood

RTP proposes to rehabilitate the homes of eight homeowners whose incomes range from extremely-low to low income in the Belle Haven neighborhood. This free program repairs homes, primarily owned by seniors, allowing owners to age in place. Most homes need flooring repairs or replacement, as well as safety modifications and mobility enhancements. Energy efficiency items are included as appropriate. RTP has identified eight homeowners, verified their income and ownership, and developed a preliminary list of repairs for each property. Since the submittal of the application, some of the homes have been rehabilitated. However, RTP is confident other homes can be found that require repairs.

On Aug. 3, the Housing Commission recommended that the City Council approve three of the NOFA applications for a total of \$4.18 million. During the application submittal period between Dec. 23, 2022 and Jan. 27 the City received an additional \$5.4 million in BMR fees. Staff recommended using some of the additional BMR funding for the NOFA. The HIP Housing proposal for 1162 El Camino Real was not recommended for funding at this time because of the high per unit subsidy cost and other factors that require City Council input. Those items will be presented later in the report. For greater information regarding staff analysis of each application and the NOFA application, the Aug. 3 Housing Commission staff report has been included (Attachment A).

Note: In August, the City received a proposal from Belle Haven Action requesting the City to provide funding for a 5-year local rental assistance pilot program to further "buy down" the affordability for some of the Gateway Rising affordable housing units at 1345 Willow Rd. This proposal was not reviewed by the Housing Commission as part of the current NOFA process, but could potentially be eligible for BMR funding. Similar to the process for the other applications, staff will evaluate and analyze the rental assistance program proposal and seek a recommendation by the Housing Commission. The City Council would review the proposal and Housing Commission's recommendation at a subsequent meeting.

The City Council's requested action is solely to commit the BMR funds to the various organizations. Staff will return to the City Council with the funding agreements for its consideration, likely as consent calendar items, when the actual funding agreements have been finalized.

Analysis

The approved applications were reviewed for consistency with the City's BMR guidelines, the 2023-31 Housing Element and the current General Plan. Each application was consistent with one or more Housing Element policy or programs. The new construction projects will also help the City meet its Regional Housing Needs Allocation (RHNA) requirement.

Because these projects propose a range of affordable housing solutions, they vary in meeting the NOFA project priorities outlined in the NOFA and bulleted below. Attachment A includes additional details and a comparison.

- The project has reasonable costs, the ability to compete well in securing competitive funding sources, and is soundly underwritten.
- The project will allow the City to spend housing funds expeditiously, projects should be "ready to go" (priority to completion in three years).
- The project site allows development to achieve maximum density and is consistent with the applicable

zoning.

- The project incorporates appropriate community spaces, amenities, and services for the target population.
- The project site is within walking distance of transit, services, and amenities and is convenient for the target population.
- The project is in central or west Menlo Park.
- The project contains larger units (2+ bedroom units and larger) and generally targets families.

Staff and the Housing Commission are recommending that the City Council commit BMR funds to serve low-income households in the Habitat for Humanity's for-sale project, MidPen's VA campus development serving veterans and their families and Rebuilding Together's home repair/preservation program in Belle Haven. Staff is also requesting direction from the City Council regarding how to move forward with the HIP Housing proposal.

HIP Housing – 1162 El Camino Real

Staff is requesting the City Council provide direction to staff whether to continue exploring the land donation option/affordable development with the developer as an alternative to payment of an in-lieu fee payment.

As mentioned, HIP Housing proposed to provide nine low-income rental units on the property located at 1162 El Camino Real. 1162 El Camino Real is a small, 11,200 sq. ft. lot in which Prince Street Partners received project approval in 2021 to build nine apartment units. The project was approved for six market rate units and three affordable units – one unit to fulfill the inclusionary obligation of the project itself and two units to fulfill the BMR housing obligations for the nearby mixed-use development project located at 506-556 Santa Cruz Avenue/1125 Merrill Street, also owned by Prince Street Partners. In April 2023, the Santa Cruz BMR agreement was amended to “transfer” its two unit BMR requirement to the 1162 El Camino Real project. If the 1162 El Camino Real project is not built within two years of the approved amended agreement to provide those two off-site BMR units, the developer will need to pay in-lieu fees. The amended agreement notes the calculation and timing for the in-lieu payment.

Prince Street Partners has indicated that moving forward with the development at this time is not a good financial decision in this market. Prince Street Partners is exploring alternatives to meeting its BMR requirement with either a donation of the land to the City for a future project or partnering with an affordable housing developer to construct a 100% affordable project (the HIP proposal). Either option could potentially fulfill the inclusionary obligation of the 506-556 Santa Cruz Ave./1125 Merrill St. project. The City's BMR Ordinance and Guidelines note that land dedication is an alternative means of compliance for rental housing; however, the City will need to evaluate whether the land dedication is equivalent in value to the two inclusionary units required to be provided from the 506-556 Santa Cruz Ave./1125 Merrill St. project. HIP is continuing to explore providing additional dwelling units and deeper affordability than required.

For the HIP proposal, currently, the only committed financing for the project would be the land donation as well as the completed architectural plans. HIP estimates the land to be valued at \$3.4 million. The financing challenge for this proposed project is that there are few funding resources available for small projects. It is too small to be competitive for low-income tax credits or other state programs. Therefore, the City would likely become the major funder of any affordable housing project on this site. That being said, the remaining gap for the project requested from the City is \$11.3 million, or about \$1.2 million per unit. At present, there is currently approximately \$4.3 million in the BMR fund. Please see Table 2 below for reference. The estimated development cost per unit, excluding land, is \$1,471,000. HIP has worked with a local contractor to look at lowering development costs by increasing the number of units to 12 with slight modifications to the current plans, which would reduce the City subsidy to about \$927,000 per unit. Because HIP Housing is still

exploring development scenarios, as well as the high per unit subsidy required, it was not recommended for funding at this time.

With the scarcity of available land in the City, the donation of land, especially in areas close to transit and services near downtown Menlo Park, is a unique opportunity for the City to gain possession of land for a future affordable housing project. Having an experienced developer like HIP Housing partner with the owner in developing an affordable housing development would also help the City meet its RHNA and its Affirmatively Furthering Fair Housing (AFFH) requirements. However, given the smaller size of the lot and the difficulty of financing a smaller affordable housing project, it would require substantial investment from the City.

The payment of in-lieu fees would allow the City to provide financial assistance to affordable housing developers in which the developer can leverage with other funding sources. However, the Planning Commission, when deliberating the BMR agreement extension April 24 preferred affordable housing unit production instead of payment of fees.

Staff is requesting the City Council provide direction to staff on whether to continue exploring the land donation option as an alternative to payment of the an in-lieu fee payment and an affordable housing development at 1162 El Camino Real.

BMR housing funds

A summary of the BMR housing fund balance is provided in Table 2. At the start of the 2023-24 fiscal year, staff calculated approximately \$13.97 million in available BMR housing funds. As previously stated, City staff released the 2023 NOFA with available funding up to \$2 million. However, during the NOFA release period, the City received \$5.4 million in additional in-lieu payments. By retaining a portion of the fund balance, the City maintains an appropriate reserve for all activities outlined in the BMR housing program guidelines.

Table 2- Funding information	
	2023-24
Estimated adjusted available balance at end FY 2022-23	\$13,968,645
Habitat for Humanity – Preservation Program (approved)	(\$1,200,000)
MidPen -335 Pierce Road (on hold from previous NOFA)	(\$3,600,000)
Operating Budget FY 2023-24	(\$662,543)
2022-23 NOFA	(\$2,000,000)
Additional needed for NOFA application	(\$2,180,000)
Estimated ending balance	\$4,326,102

As defined in §13.3 of the City of Menlo Park BMR housing program guidelines, eligible uses of the BMR housing fund include costs to develop affordable housing and preserve existing affordable housing. The City’s BMR housing fund is a separate special fund, with no impact to the City’s general fund. Revenue contributed to the BMR housing fund is primarily derived from development fees.

The funding agreements for each of the recommended proposals will be brought to the City Council

separately when ready. For the MidPen Housing proposal, staff anticipates a 3%, deferred, 55 year term, residual receipts loan agreement. These are the typical loan terms for a potential tax credit project.

For the Habitat for Humanity and Rebuilding Together proposals, staff anticipates that funding agreements for both would be structured as a forgivable loan or conditional grant with the aim that each program establish a revolving loan fund with the City funding for use on future projects. The agreement with the City for the use of the funds, which would include terms and requirements such as annual reports on the use of funds, fund balance, revolving loan fund balance, quantitative and qualitative data including number of loans made, status and number of projects completed, number of households/persons served, demographic information on households, outreach efforts and any program challenges.

Summary

The NOFA recommendations align with many of the NOFA priorities, including preserving affordable housing, improving neighborhoods, and increasing affordable housing supply in the City. The recommended proposals are also consistent with many of the proposed Housing Element policies and programs in the 2023-31 Housing Element.

Impact on City Resources

There is no impact on the City's general fund. The \$4.18 million commitment would come from the BMR housing fund to support the preservation of affordable housing in accordance with the requirements of the 2022 NOFA and BMR guidelines.

Environmental Review

This project and the funding of the project are exempt from 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. Hyperlink - Aug. 3 Housing Commission staff report:
menlopark.gov/files/sharedassets/public/v/3/agendas-and-minutes/housing-commission/2023-meetings/agendas/20230802-housing-commission-agenda-packet.pdf#page=11

Report prepared by:
Tim Wong, Housing Manager



CITY BELOW MARKET RATE FUND NOFA

Tim Wong, Housing Manager

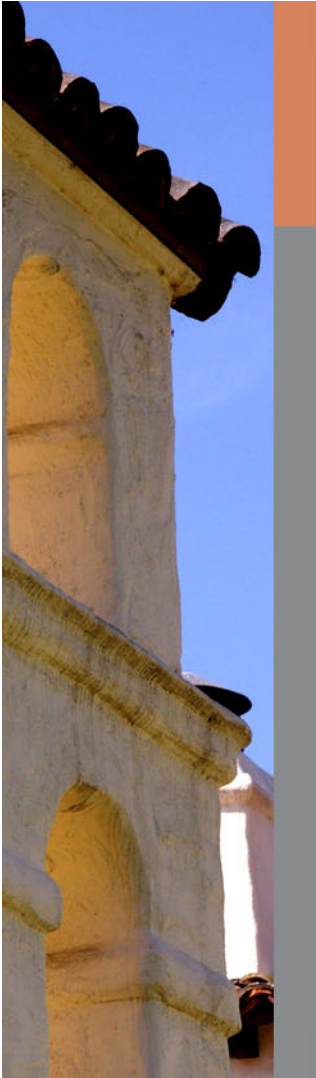




OVERVIEW

- Consider BMR housing fund recommendations
- Provide direction to staff regarding 1162 El Camino Real





BELOW MARKET RATE (BMR) NOTICE OF FUNDING AVAILABILITY (NOFA)



- NOFA released December 23, 2022

- \$2.0 Million initial NOFA amount

- Four applications submitted

- August 2, 2023 Housing Commission meeting
 - Three applications recommended for funding
 - Total amount awarded: \$4.18 Million



SUMMARY OF SUBMITTED APPLICATIONS

Organization	Type of Activity	Description	Amount Requested
Habitat for Humanity-Greater San Francisco	New Ownership Construction	18 low income townhomes	\$2,000,000
HIP Housing	New Rental Construction	Nine low income units	\$11,300,000*
MidPen Housing, Inc.	New Rental Construction	62 extremely and very-low income units for veterans	\$2,000,000
Rebuilding Together-Peninsula	Housing Rehabilitation	Rehabilitate eight units	\$180,000
Total Requested			\$15,480,000

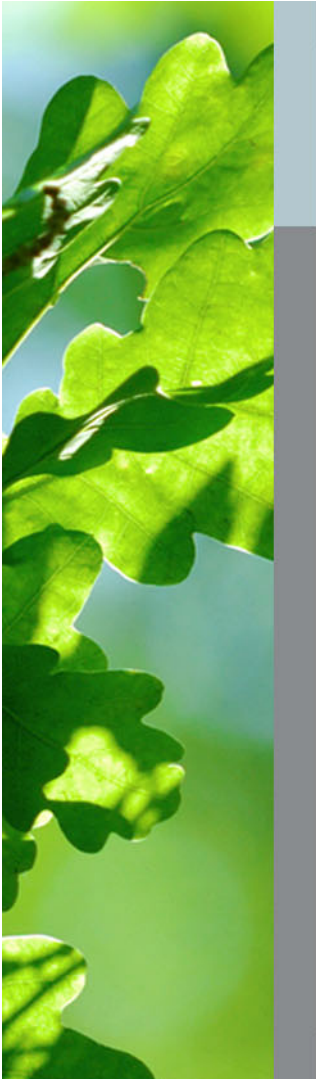
* Not recommended for funding by Housing Commission



BELLE HAVEN ACTION PROPOSAL



- Rent Assistance Program
 - 5 year pilot program
 - Buy down unit affordability
 - Managed by Samaritan House
 - Request \$120,000 per year for pilot program
 - Staff has not reviewed and Housing Commission did not consider this proposal



1162 EL CAMINO REAL

- Staff is seeking direction how to proceed with 1162 El Camino Real

- Prince Street Partner is exploring options to fulfill its BMR requirements for its Santa Cruz Ave./Merrill St. projects
 - Use of 1162 ECR as potential as off-site fulfillment
 - Donation of the parcel or partnering with an affordable housing developer
 - Current BMR agreements require units by April 2026 or pay in lieu BMR fees for SCA/Merrill



RECOMMENDATION

Staff recommends the City Council:

1. Direct staff to return with funding agreements authorizing the grant of below market rate (BMR) housing funds as follows:
 - \$2,000,000 for Habitat for Humanity of Greater San Francisco (HGSF),
 - \$2,000,000 for MidPen Housing, Inc. (MidPen), and
 - \$180,000 for Rebuilding Together Peninsula (RTP).
2. Provide direction regarding potential options of a land donation and/or affordable housing development for the 1162 El Camino Real development project in fulfilling its BMR requirements.



THANK YOU



1162 ECR (CONT.)

	Opportunity	Consideration
Donation of land	<ul style="list-style-type: none">• Secure site• Access to transit and services	<ul style="list-style-type: none">• Smaller parcel• Few funding sources• Uncertain timeline
AH development	<ul style="list-style-type: none">• Meet RHNA• Actual units	<ul style="list-style-type: none">• Very expensive• City will be main funding source
In-lieu funding	<ul style="list-style-type: none">• Additional funding for affordable housing• Other AH developments could use the funding	<ul style="list-style-type: none">• No actual units (in short term)



STAFF REPORT

City Council

Meeting Date: 9/26/2023

Staff Report Number: 23-222-CC

Informational Item: City Council agenda topics: October 2023

Recommendation

The purpose of this informational item is to provide the City Council and members of the public access to the anticipated agenda items that will be presented to the City Council. The Mayor and city manager set the City Council agenda so there is no action required of the City Council as a result of this informational item.

Policy Issues

In accordance with the City Council procedures manual, the Mayor and city manager set the agenda for City Council meetings.

Analysis

In an effort to provide greater access to the City Council's future agenda items, staff has compiled a listing of anticipated agenda items, Attachment A, through Oct. 24. 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: October 2023

Report prepared by:

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

Tentative City Council Agenda

#	Title	Department	Item type	City Council action
1	Accela five year agreement	ASD	Consent	Contract award or amend
2	Master Fee Schedule update	ASD	Regular	Adopt resolution
3	Closed session: labor	CA	Closed Session	No action
4	Amend BMR guidelines regarding resale of ownership units	CDD	Consent	Adopt resolution
5	Authorize the city manager to execute a purchase and sale agreement 975 Florence Ln	CDD	Consent	Contract award or amend
6	Housing Element	CDD	Regular	Direction to staff
7	Consider and adopt a resolution to close the Ryans Lane to vehicles to allow for expanded outdoor dining opportunities	CDD, PW	Regular	Adopt resolution
8	Annual inflation protection adjustment for local minimum wage	CMO	Consent	Receive and file
9	Approve advisory body annual work plan: Parks and Recreation Commission	CMO	Consent	Approve
10	Communitywide electrification program with California Energy Commission (CEC) funding	CMO	Study Session	Direction to staff
11	Proclamation: Cybersecurity Awareness Month	CMO	Proclamation	No action
12	Proclamation: Latino Heritage Month	CMO	Proclamation	No action
13	Proclamation: National Domestic Violence Awareness Month	CMO	Proclamation	No action
14	Transmittal of city attorney billing (Aug 2023)	CMO	Informational	No action
15	Adopt a resolution to amend the salary schedule	CMO, CDD	Regular	Adopt resolution
16	First read and intro of zoning ordinance amendments to facilitate existing building electrification	CMO, CDD	Public Hearing	First read/intro ordinance
17	Reso for Menlo Park Community Campus (MPCC) parking management plan	CMO, PW	Regular	Adopt resolution
18	Staffing considerations to support Menlo Park Community Campus (MPCC) operations	LCS	Regular	Adopt resolution
19	Select naming and/or dedications for the Menlo Park Community Campus (MPCC) facility	LCS	Regular	Approve
20	Police department quarterly update – Q3 July 2023 - September 2023	PD	Informational	Receive and file
21	Accept the Stormwater Master Plan	PW	Consent	No action
22	Agreement amendment with City Redwood City for Atherton Channel cleaning	PW	Consent	Contract award or amend
23	Five-year resurfacing plan	PW	Study Session	Direction to staff
24	Grant of utility easements at Menlo Park Community Campus (MPCC)	PW	Consent	Adopt resolution
25	Presentation: San Francisquito Creek Joint Powers Authority update	PW	Presentation	Info from staff
26	Provide direction on level of service analysis in traffic impact analysis	PW	Study Session	Direction to staff
27	Provide direction on parking removal policy to address sight line deficiencies	PW	Study Session	Direction to staff
28	Resolution upholding appeal of the Complete Streets Commission's approval remove four on-street parking spaces at 660 Roble Ave.	PW	Consent	Adopt resolution, Decide
29	Update on Vision Zero Action Plan	PW	Study Session	Direction to staff



STAFF REPORT

City Council
Meeting Date: 9/26/2023
Staff Report Number: 23-214-CC

City Council Initiated Item: Direction on the mobile market

Recommendation

Provide direction to staff on the mobile market.

Background

On Sept. 20, Vice Mayor Taylor requested an agenda item for City Council discussion on the mobile market (Attachment A).

Analysis

Pursuant to City Council Procedure #CC-20-013 (Attachment B), the City Council may discuss the item and ask staff questions regarding preliminary scope, analysis and resource requirements. After discussion, with a motion and second, the City Council may take one of the following actions:

- Direct the city manager to prioritize staff resources to prepare a formal staff report for further City Council consideration and/or action, or
- Direct the item to an advisory body for preparation of a formal staff report with no additional staff support required, or
- Direct the city manager to prepare a formal staff report for further City Council consideration as resources are available, or
- Defer action to the City Council's annual goal setting process.

Impact on City Resources

Determined by City Council direction.

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. Vice Mayor Taylor request
- B. City Council Procedure #CC-20-013

Report prepared by:
Justin I.C. Murphy, City Manager

From: [Taylor, Cecilia](#)
To: [Murphy, Justin I C](#)
Cc: [Wolosin, Jen](#)
Subject: City Council member Agenda item request
Date: Wednesday, September 20, 2023 6:50:22 AM

Good day, city manager, Murphy,
I hope you're doing well. This is a formal request to have the mobile market agendized. It is expected to end on October 29th. As far as I know, this information is not public.

Please let me know if you have any questions.

I appreciate your time.

All the best, Cecelia

Cecilia Taylor
Vice Mayor
City Hall - 2nd Floor
701 Laurel St.
tel 650-589-5073
menlopark.gov

*Note our emails have changed to @menlopark.gov

CITY COUNCILMEMBER REQUESTS

City Council Policy #CC-20-013
Adopted August 25, 2020

ATTA



Purpose

The purpose of this procedure is to provide transparency into requests by individual City Councilmembers that result in the use of staff time. The policy applies to all City Councilmembers equally and allows the full City Council to determine how to use limited city resources.

For this procedure, a “City Councilmember request” is defined as a request to use city resources in a manner that exceeds the City Council approved budget, priorities, or work plan. This includes requests directed to the city manager, city attorney, and all city staff members. This procedure also applies to City Council appointed commissions and committees.

Requests to add items to a future agenda

To make a request

To request consideration of an item at future City Council meetings, City Councilmembers may send the request via email to the city manager, with a copy to the Mayor and Vice Mayor, or via email to city.council@menlopark.org. The request must be received no later than two (2) business days prior to publication of the meeting agenda. The request will automatically appear under “City Council initiated items” at the end of the City Council’s regular agenda.

Initial City Council consideration of request

As an agenda item under “City Council initiated items” the City Council may discuss the item and ask staff questions regarding preliminary scope, analysis, and resource requirements. After discussion, with a motion and second, the City Council may take one of the following actions:

- Direct the city manager to prioritize staff resources to prepare a formal staff report for further City Council consideration and/or action, or
- Direct the item to an advisory body for preparation of a formal staff report with no additional staff support required, or
- Direct the city manager to prepare a formal staff report for further City Council consideration as resources are available, or
- Defer action to the City Council’s annual goal setting process.

If the request does not receive sufficient City Council support, the item is not considered further.

City Council action

When the staff report is available, the report will be placed under “City Council initiated items” for City Council discussion and action at the next City Council meeting, regardless of agenda load management exercised by the Mayor, Vice Mayor, and city manager.

Request to modify operations or for special projects

To make a request

To request consideration of a change in operations or for a special project, a City Councilmember may send the request via email to the city manager, with a copy to the Mayor and Vice Mayor, or via email to city.council@menlopark.org. The request must be received no later than two (2) business days prior to publication of the meeting agenda. The request will automatically appear under “City Council initiated items” at the end of the City Council’s regular agenda.

Initial City Council consideration of request

As an agenda item under “City Council initiated items” the City Council may discuss the item and ask the city manager the preliminary assessment of the scope, analysis, and resource requirements of the request. After discussion, with a motion and second, the City Council may take one of the following actions:

- Direct the city manager to prioritize staff resources to prepare a formal staff report for further City Council consideration and/or action, or
- Direct the city manager to prepare a formal staff report for further City Council consideration as resources are available, or
- Defer action to the City Council’s annual budget process.

If the request does not receive sufficient City Council support, the item is not considered further.

City Council action

When the staff report is available, the report will be placed under “City Council initiated items” for City Council discussion and action at the next City Council meeting, regardless of agenda load management exercised by the Mayor, Vice Mayor, and city manager.

CITY COUNCILMEMBER REQUESTS

City Council Policy #CC-20-013

Adopted August 25, 2020

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and action at the next City Council meeting, regardless of agenda load management exercised by the Mayor, Vice Mayor, and city manager.

Emergency and non-agendized items

Emergency and non-agendized items may be added to an agenda only in accordance with state law. Emergency items are only those matters affecting public health or safety such as work stoppages, disasters and other severe emergencies. Adding an emergency item requires a majority vote. Emergency items are very rare. An item that the City Council would like to act on after agenda posting is considered a non-agendized item.

Non-agendized items may be added to the agenda only if the City Council makes findings that (1) the need to consider the item arose after the posting of the agenda, and; (2) there is a need to take immediate action at this meeting of the City Council. These findings must be approved by a four-fifths vote; if less than five members of the City Council are present, the findings require a unanimous vote of those present.

Emergency and non-agendized items are not be used to bypass the City Councilmember request process above.

Procedure history

Action	Date	Notes
Draft procedure presented	July 18, 2020	City Council continued item to August 25, 2020
Procedure adoption	August 25, 2020	Draft procedure amended at City Council direction. Staff edit to clarify definition of a "non-agendized item"



STAFF REPORT

City Council
Meeting Date: 9/26/2023
Staff Report Number: 23-216-CC

City Council Reconsideration: **Direction on the reconsideration authorizing the city manager to execute an agreement with Team Sheepeer, Inc., to operate Burgess Pool and the future Menlo Park Community Campus aquatics center specifically regarding Solo Aquatics services**

Recommendation

Provide direction to staff on the reconsideration authorizing the city manager to execute an agreement with Team Sheepeer, Inc., to operate Burgess Pool and the future Menlo Park Community Campus (MPCC) aquatics center, specifically the City Council's direction not to require Team Sheepeer to engage Solo Aquatics for services at MPCC while requiring Solo Aquatics services at Burgess pool.

Policy Issues

The City Council's procedures manual allows a City Councilmember of the prevailing majority to make a motion for reconsideration as follows:

"Reconsideration of an item shall be allowed in accordance with the following City Council guideline: A councilmember of the prevailing majority when the previous vote was taken must make a motion for reconsideration. The City Council has determined that any motion for reconsideration should be made at the meeting immediately following that at which the action was taken. No motion for reconsideration will be entertained after this time unless the City Council determines significant new information has arisen which warrants such action."

Background

At the Sept. 12 City Council meeting, the City Council voted to authorize the city manager to execute an aquatics operator agreement with Team Sheepeer, Inc., at Burgess Pool and the future Menlo Park Community Campus (MPCC) aquatics center, subject to several revisions and direct staff to finalize the agreement, 3-2 (Nash and Taylor dissenting).

On Sept. 21, Mayor Wolosin requested that the item be returned to the City Council for reconsideration (Attachment A).

Analysis

Pursuant to the reconsideration procedure, the City Council may discuss the item and ask staff questions. After discussion, the City Council may take one of the following actions:

- With a motion and second, direct staff to agendize the reconsideration of authorizing the city manager to

- execute an agreement with Team Sheep, Inc., to operate Burgess Pool and the future Menlo Park Community Campus aquatics center; or
- No motion for reconsideration will be entertained.

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. Mayor Wolosin request

Report prepared by:
Stephen Stolte, Assistant City Manager

Herren, Judi A

From: Wolosin, Jen
Sent: Thursday, September 21, 2023 2:22 PM
To: Herren, Judi A
Cc: Murphy, Justin I C; Stolte, Stephen W; Doherty, Nira F; Taylor, Cecilia
Subject: Motion to Reconsider

Hi Judi,

I am writing to request that a motion to reconsider be placed on the September 26th agenda. The motion to reconsider would be to reconsider the City Council vote on the aquatics operator agreement; specifically, the Council's direction not to require Team Sheeper to engage Solo Aquatics for services/swim team at MPCC while requiring Solo Aquatics be engaged for services/swim team at Burgess pool.

Thanks,
Jen



Jen Wolosin
Mayor
City Hall - 2nd Floor
701 Laurel St.
tel 415-710-5838

menlopark.gov

*Note our emails have changed to @menlopark.gov