



REGULAR MEETING AGENDA

Date: 11/7/2023
Time: 6:00 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)

Regular Session

- Call To Order**
- Roll Call**
- Agenda Review**
- Public Comment**

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

information.

E. Presentations and Proclamations

- E1. Proclamation: Ruby Bridges Walk to School Day
Not a California Environmental Quality Act (CEQA) project.
- E2. Proclamation: National Native American Heritage Month
Not a CEQA project.
- E3. Proclamation: United Against Hate Week
Not a CEQA project.

F. Consent Calendar

- F1. Adopt a resolution updating the City's conflict of interest code ([Staff Report #23-245-CC](#))
Not a CEQA project.
- F2. Waive the second reading and adopt an ordinance to add §16.04.296 and amend §§16.04.120, 16.04.313, 16.04.320, 16.04.325, 16.18.030, 16.20.030, 16.60.010, 16.72.010 and 16.80.030 of Title 16 (zoning) of the Menlo Park Municipal Code to allow electrification equipment in existing covered parking spaces (e.g., garages or carports) and to allow exterior enclosures for electrification equipment within the required side and rear setbacks for existing residential dwelling units in all zoning districts ([Staff Report #23-244-CC](#))
Determine the proposed amendments are exempt from the CEQA under §§15061(b)(3) and 15183.
- F3. Adopt a resolution to authorize the city manager to execute all documents necessary to complete the acquisition of 509 Sandeewood St., Menlo Park, CA 94025, and take all other necessary actions to consummate the sale of the property to the City, and approve the appropriation of below market rate housing funds not to exceed \$401,429 to purchase the property for the below market rate housing program ([Staff Report #23-246-CC](#))
Not a CEQA project.

G. Study Session

- G1. Provide direction regarding operational expenditures and potential revenue sources to support Menlo Park Community Campus opening and ongoing operations ([Staff Report #23-247-CC](#)) ([Informe de Personal #23-247-CC](#))
Not a CEQA project.
- G2. Provide direction on the Vision Zero Action Plan ([Staff Report #23-248-CC](#)) ([Presentation](#))
Not a CEQA project.

H. Informational Items

- H1. City Council agenda topics: November – December 5, 2023 ([Staff Report #23-249-CC](#))
Not a CEQA project.

I. City Manager Report's

J. City Councilmember Reports

K. 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: 11/02/2023)

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STAFF REPORT

City Council

Meeting Date:

11/7/2023

Staff Report Number:

23-245-CC

Consent Calendar:

Adopt a resolution updating the City's conflict of interest code

Recommendation

Staff recommends that the City Council adopt a resolution (Attachment A) updating the City's conflict of interest code.

Policy Issues

The proposed action is consistent with City policy.

Background

The Political Reform Act requires every local government agency to review its conflict of interest code biennially. A conflict of interest code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700). Menlo Park's conflict of interest code requires disclosure of financial interests of certain employees, consultants and members of boards and commissions if these persons are likely to be involved in decision-making that could affect their own financial interests.

All public officials must comply with the State's general conflict of interest laws by abstaining from influencing or making decisions that would affect their own financial interests. State law requires that these public officials disclose economic interests that could be impacted by the officials' decisions. Whether the official is required to disclose their economic interest(s) is determined by their position being listed in either Government Code §87200 or the local agency's conflict of interest code. Each employee who holds a position designated in §87200 or the City's conflict of interest code must disclose specified types of financial interests in a report, Form 700, that is filed annually with the city clerk. The City's local conflict of interest code does not include the City Council, Planning Commission, city manager, city attorney, treasurer or administrative services director, because these positions are subject to Form 700 filing requirements pursuant to Government Code §87200.

Analysis

The City Council last amended the Menlo Park conflict of interest code Sept. 20, 2022, by Resolution No. 6774. State law requires every local governmental agency to periodically review its conflict of interest code to determine whether it is accurate and up-to-date.

The proposed amendments to the list of designated positions attached to the resolution include additions, deletions and renaming of positions in order to align with the City's current job classifications and duties.

Impact on City Resources

There is no impact on City resources.

Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§15378 and 15061(b)(3) as it is an organizational structure change that will not result in any direct or indirect physical change in the environment.

Public Notice

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

Attachments

A. Resolution

Report prepared by:

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

RESOLUTION NO. XXXX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK
AMENDING THE CITY'S CONFLICT OF INTEREST CODE FOR DESIGNATED
EMPLOYEES, CONSULTANTS, BOARDS, ADVISORY BODIES, AND
COMMISSIONS OF THE CITY OF MENLO PARK**

WHEREAS, provisions of the Political Reform Act require local agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the Fair Political Practices Commission (FPPC) has adopted a regulation, Title 2, Division 6, California Code of Regulations §18730, which contains the terms of a model conflict of interest code which meets the requirements of the Political Reform Act; and

WHEREAS, Title 2 California Code of Regulations §18730 has been incorporated by reference in the City's Conflict of Interest Code; and

WHEREAS, the City's Conflict of Interest Code also includes, Exhibit A – 2023 Conflict of Interest Code detailing the designated positions and disclosure categories; and

WHEREAS, said Exhibit contains the listing of designated positions and disclosure categories which have been reviewed, and this review has disclosed that they should be amended to reflect current conditions; and

WHEREAS, the City of Menlo Park has previously adopted Resolution No. 6774, adopting a conflict of interest code for various City employees, consultants, boards, advisory bodies, and commissions.

NOW, THEREFORE, BE IT RESOLVED that the terms of Title 2 California Code of Regulations §18730 and any amendments to it duly adopted by the FPPC shall, along with Exhibit A – 2023 Conflict of Interest Code for the City of Menlo Park, which are attached hereto incorporated herein by reference, in which members, employees, and consultants are designated and disclosure categories are set forth, constitute the Conflict of Interest Code of the City of Menlo Park; and

BE IT FURTHER RESOLVED that all designated members, employees, and consultants of the City of Menlo Park set forth on Exhibit A – 2023 Conflict of Interest Code shall file statements of economic interest with the City Clerk of the City of Menlo Park; and

BE IT FURTHER RESOLVED that Resolution No. 6774 be repealed by the adoption of this resolution, which shall control over prior versions.

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I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the seventh day of November, 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 November, 2023.

Judi A. Herren, City Clerk

Exhibits:

A. Conflict of Interest Code – 2023 update designated positions

APPENDIX
CONFLICT OF INTEREST CODE – 2023 UPDATE
DESIGNATED POSITIONS
AND DISCLOSURE OBLIGATIONS¹
PROPOSED NOVEMBER 7, 2023

Acting/Assistant City Attorney
Advisory bodies related to land use, real property, and housing element
Assistant Administrative Services Director
Assistant City Manager
Assistant Community Development Director
Assistant Library and Community Services Director
Assistant Public Works Director
Assistant Public Works Director – Engineering
Assistant Public Works Director – Maintenance
Assistant Public Works Director – Transportation
Assistant to the City Manager
Associate Planner
Building Official
Business Manager
Chief Water Operator
City Arborist
City Clerk
Community Development Director
Consultant/Contract employees
Contract Planner
Deputy City Clerk
Deputy City Manager
Deputy Community Development Director – Housing
Economic Development Manager
Engineering Services Manager
Finance and Budget Manager
Finance Director
Housing and Economic Development Manager
Housing Manager
Human Resources Director
Human Resources Manager
Human Resources Technician I
Human Resources Technician II
Information Technology Manager
Internal Services Manager
Library and Community Services Director
Library and Community Services Supervisor
Library and Community Services Manager Management Analyst II
Network Administrator
Permit Manager
Planning Manager
Police Chief

¹ Positions covered under Government Code §87200 (City Council, Planning Commission, City Manager, City Attorney, and Administrative Services Director) are not covered by the local Conflict of Interest Code.

Police Commander
Principal Planner
Public Engagement Manager
Public Works Director
Public Works Superintendent
Public Works Supervisor – Facilities
Public Works Supervisor – Fleet
Public Works Supervisor – Parks
Public Works Supervisor – Streets
Public Works Supervisor – Trees
Recreation Coordinator
Revenue and Claims Manager
Senior Civil Engineer
Senior GIS Analyst
Senior Human Resources Technician
Senior Management Analyst
Senior Planner
Senior Project Manager
Senior Transportation Engineer
Senior Transportation Planner
Sustainability Manager
Transportation Consultant
Transportation Director
Transportation Manager

Consultants:

An individual is a consultant if either of the following apply:

1. the person serves in a staff capacity with the agency and in that capacity performs the same or substantially all the same duties for the agency that would otherwise be performed by a person holding a position specified or that should be specified in the City's Conflict of Interest Code; or
2. the person makes a governmental decision listed in California Code of Regulations (CCR) §18730, Title 2.

The city manager and/or the city attorney may determine in writing that a particular consultant is hired to perform a range of duties that are limited in scope and thus is not required to comply with the disclosure obligations in the conflict of interest code. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The city manager's and/or the city attorney's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

Disclosure obligations:

All designated employees and consultants required to file under the City of Menlo Park conflict of interest code must disclose in the following categories as defined by the Fair Political Practices Commission (FPPC):

- Investments (stocks, bonds and other interests)
- Investments, income and assets of business entities/trust
- Interests in real property

- Income, loans and business positions (Income other than gifts and travel payments)
- Income – gifts
- Travel payments, advances and reimbursements

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STAFF REPORT

City Council

Meeting Date:

11/7/2023

Staff Report Number:

23-244-CC

Consent Calendar:

Waive the second reading and adopt an ordinance to add §16.04.296 and amend §§16.04.120, 16.04.313, 16.04.320, 16.04.325, 16.18.030, 16.20.030, 16.60.010, 16.72.010 and 16.80.030 of Title 16 (zoning) of the Menlo Park Municipal Code to allow electrification equipment in existing covered parking spaces (e.g., garages or carports) and to allow exterior enclosures for electrification equipment within the required side and rear setbacks for existing residential dwelling units in all zoning districts and determine the proposed amendments are exempt from the California Environmental Quality Act under §§15061(b)(3) and 15183

Recommendation

Staff recommend that the City Council waive the second reading of an ordinance amending the Zoning Ordinance to allow electric equipment to be located in existing covered parking spaces (e.g., garages or carports) and to allow electric equipment enclosures to encroach into the required side and rear setbacks for existing dwellings. The proposed ordinance is included as Attachment A.

Policy Issues

The recommendation is consistent with the City Council's action to introduce an ordinance at its Oct. 24 meeting to facilitate electrification of existing residential buildings. The proposed ordinance includes modifications presented by staff and requested by the City Council during the introduction of the ordinance at the October meeting.

City Council declared a climate emergency (Resolution No. 6535) committing to accelerate actions to address climate change at a local level and adopted the 2030 Climate Action Plan (CAP) (Resolution Nos. 6575 and 6621) that aims to be carbon neutral by 2030. CAP strategy goal No. 1 aims to electrify 95% of existing buildings by 2030. The adopted General Plan also includes goals related to sustainable development and green building (Goals LU-1, LU-7 and LU-7.9). The General Plan goals and policies, and the CAP goals provide a framework for the City Council's consideration of the proposed zoning ordinance amendments.

Background

On Oct. 24 the City Council conducted a public hearing to consider and take action on the proposed zoning ordinance amendments. The City Council supported the proposed amendments and introduced the ordinance with modifications. An overview of the proposed amendments, information on CAP strategy No.

1, Environmental Quality Commission feedback and the Planning Commission's review and recommendation on the ordinance amendments are included in the Oct. 24 staff report (Attachment B).

Analysis

The proposed ordinance amendments to add Municipal Code §16.04.296 and amend §§16.04.120, 16.04.313, 16.04.320, 16.04.325, 16.18.030, 16.20.030, 16.60.010, 16.72.010 and 16.80.030 would achieve the following:

- Create a definition of electric equipment and enclosures;
- Clarify electric equipment enclosures are exempt from development regulations related to floor area, gross floor area, building or lot coverage, and landscaping;
- Reorganize the encroachments and balconies section into a table and specify allowable encroachments for electric equipment enclosures in the side and rear setback and codify a current practice regarding electric equipment without enclosures visible from the street (i.e., between the dwelling and the street) if screened and no taller than 4 feet in height;
- Establish allowable encroachments into garages for gas or electric tankless water heaters and electric vehicle (EV) chargers if mounted 48 inches above the slab and allowable encroachments for electric equipment in up to two three-foot-by-three-foot areas along the side or rear walls within garages provided the resident submit a form acknowledging their voluntary reduction in garage or carport dimensions below the minimum required dimensions; and
- Clarify that dwellings with garage encroachments would not be considered nonconforming structures.

At the Oct. 24 meeting the City Council received a presentation from staff, reviewed and discussed the proposed ordinance amendments and introduced the ordinance with modifications to:

- Correct the table in Municipal Code §16.60.010 to allow porches, stairways, and landing places to encroach only if open and uncovered; and
- Revise the allowable intrusions within garages in Municipal Code §16.72.010 to allow the two electric equipment encroachment areas along side walls in addition to the wall opposite the vehicle entry door ("rear wall").

Impact on City Resources

Staff and city attorney time spent on preparing the amendments to the Zoning Ordinance are not reimbursable and are being accommodated within the existing budgets of the planning division, city manager's office and city attorney.

Environmental Review

The proposed ordinance amendments are exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to §15061(b)(3) of the CEQA Guidelines, because it can be seen with certainty that there is no possibility the adoption of the ordinance amendments may have a significant effect on the environment, and pursuant to CEQA Guidelines §15183 (consistent with the general plan and zoning).

Public Notice

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

Attachments

- A. Proposed ordinance of the City Council of the City of Menlo Park adding §16.04.296 and amending §§16.04.120, 16.04.313, 16.04.320, 16.04.325, 16.18.030, 16.20.030, 16.60.010, 16.72.010 and 16.80.030 of Title 16 (zoning) of the Menlo Park Municipal Code
- B. Hyperlink – Oct. 24 City Council staff report:
menlopark.gov/files/sharedassets/public/v/1/agendas-and-minutes/city-council/2023-meetings/agendas/20231024/k1-20231024-cc-zoning-ord-electrification.pdf

Report prepared by:
Ori Paz, Management Analyst II

Report reviewed by:
Kyle Perata, Planning Manager

ORDINANCE NO. XXXX

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MENLO PARK AMENDING TITLE 16 (ZONING) OF THE MENLO PARK MUNICIPAL CODE TO CREATE A DEFINITION OF “ELECTRIC EQUIPMENT” IN SECTION 16.04.296 AND AMENDING SECTIONS 16.04.120, 16.04.313, 16.04.320, 16.04.325, 16.18.030, 16.20.030, 16.60.010, 16.72.010 AND 16.80.030 TO FACILITATE RESIDENTIAL ELECTRIFICATION ALLOWING FOR ENCROACHMENTS IN THE REQUIRED COVERED PARKING (GARAGE) SPACES PROVIDED THE EQUIPMENT AND LOCATION MEET SPECIFIC CRITERIA, AND ALLOW FOR EXTERIOR ELECTRIFICATION EQUIPMENT ENCLOSURES TO ENCROACH INTO THE REQUIRED SIDE AND REAR YARDS, PROVIDED SPECIFIC CRITERIA (E.G. SIZE AND HEIGHT) ARE COMPLIED WITH

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

Section 1. The City Council of the City of Menlo Park hereby finds and declares as follows:

- A. Sections 16.04.120, 16.04.313, 16.04.320, and 16.04.325 of Title 16 of the Menlo Park Municipal Code contain definitions that establish the basis of implementation of development regulations related to building and lot coverage, floor area, garages and carports, and gross floor area, respectively.
- B. Sections 16.18.030 and 16.20.030 of Title 16 of the Menlo Park Municipal Code set forth the development regulations for the R-2 (Low-density Residential) and R-3 (Apartment) zoning districts.
- C. Section 16.60.010 of Title 16 of the Menlo Park Municipal Code sets forth the allowable encroachments into yards.
- D. Section 16.80.030 of Title 16 of the Menlo Park Municipal Code regulates nonconforming structures.
- E. Chapter 16.04 of Title 16 of the Menlo Park Municipal Code does not presently include a definition of electric equipment nor electric equipment enclosure.
- F. The City desires to create section 16.04.296 and amend sections 16.04.120, 16.04.313, 16.04.320, 16.04.325, 16.18.030, 16.20.030, 16.60.010, 16.72.010 and 16.80.030, in order to facilitate residential electrification of existing buildings by defining electric equipment enclosures and specifying that electric equipment is permitted to encroach into existing garages dedicated to specific units and that electric equipment enclosures are permitted to encroach into the required side and rear yard setbacks and exempt from building and lot coverage, floor area or gross floor area, open space, and landscaping requirements.
- G. The Planning Commission held a duly noticed public hearing on October 2, 2023 to review and consider the proposed creation of section 16.04.296 and amendments to sections 16.04.120, 16.04.313, 16.04.320, 16.04.325, 16.18.030, 16.20.030, 16.60.010, 16.72.010 and 16.80.030 of Title 16 of the Menlo Park Municipal Code and adopted Planning Commission resolution 2023-52 recommending that the City Council adopt the proposed Zoning Ordinance amendments with modifications, whereat all interested person had the opportunity to appear and comment.

Section 2. Creation of Section 16.04.296 of Title 16 of the Municipal Code

Section 16.04.296 of Title 16 of the City of Menlo Park Municipal Code is added and shall be the following:

16.04.296 Electric equipment and enclosures.

“Electric equipment” shall mean electric home appliances intended to reduce greenhouse gas emissions by electrifying buildings within the City (e.g., heat pumps to replace natural gas water heaters and/or furnaces, electric vehicle “EV” chargers, battery storage systems and related electric equipment). An “electric equipment enclosure” shall mean a weatherproof enclosure to protect the electric equipment, visually screen the equipment, and reduce noise from the equipment attached or adjacent to an existing dwelling. Electric equipment enclosures are exempt from development regulations related to floor area, gross floor area, building and lot coverage, paving and landscaping. Electric equipment enclosures may encroach into required setbacks as outlined in 16.60.010.

Section 3. Amendment of Section 16.04.120 of Title 16 of the Municipal Code

Section 16.04.120 of Title 16 of the City of Menlo Park Municipal Code is hereby amended as set forth below. Deletions are in ~~strikethrough~~ and additions are in underline.

"Building coverage" means that percentage of the building site permitted to be covered by buildings, as measured from the ground upward, exclusive of any eave not in excess of six feet and electric equipment enclosures (as defined in 16.04.296) for existing dwellings provided the enclosure is limited to one enclosure per dwelling unit and does not exceed a footprint of 16 square feet and a maximum height of nine feet, six inches.

Section 4. Amendment of Subsection (C) of Section 16.04.313 of Title 16 of the Municipal Code
Subsection (C) of section 16.04.313 of Title 16 of the City of Menlo Park Municipal Code is hereby amended to add subsection (7) of section 16.04.313(C) as set forth below. Deletions are in ~~strikethrough~~ and additions are in underline.

(C) Floor area shall exclude:

- (1) Basements under structures with a main floor level of thirty inches (30") or less above grade in all single-family and R-2 zoning districts, with the exception of the R-1-U (LM) district where basement areas that extend beyond the footprint of the structure at grade and that do not provide code-mandated egress or exiting shall be included in the floor area;
- (2) Garden structures, such as arbors and trellises with a semi-solid roof;
- (3) Covered porches and patios structurally attached to the exterior of the main residences or detached accessory buildings, provided that one end is open and faces out from the structure;
- (4) Bay window protrusions that do not provide foundation and that are no more than seven feet (7') in length;
- (5) Chimneys and fireboxes or fireplaces; ~~and~~
- (6) Eave overhangs; ~~and~~
- (7) Electric equipment enclosures (as defined in 16.04.296) for existing dwellings provided the enclosure is limited to one enclosure per dwelling unit and does not exceed a footprint of 16 square feet and a maximum height of nine feet, six inches.

Section 5. Amendment of Section 16.04.320 of Title 16 of the Municipal Code

Section 16.04.320 of Title 16 of the City of Menlo Park Municipal Code is hereby amended as set forth below. Deletions are in ~~strikethrough~~ and additions are in underline:

"Garage" or "carport" means paved, accessible and usable covered space at least ten feet (10') by twenty feet (20') for storage of automobiles, with exceptions for allowable intrusions as specified in Chapter 16.72.

Section 6. Amendment of Subsection (C) of Section 16.04.325 of Title 16 of the Municipal Code Subsection (C) of section 16.04.325 of Title 16 of the City of Menlo Park Municipal Code is hereby amended to add subsection (7) as set forth below. Deletions are in ~~striketrough~~ and additions are in underline.

- (C) Gross floor area excludes the following features of a building that meet the criteria of subsection (A):
- (1) Areas of a building or buildings that are designed as nonuseable or nonoccupiable space with unfinished walls, floors and ceilings, not to exceed three percent (3%) of the maximum allowed gross floor area of the lot. To qualify for this exclusion, such spaces must have two (2) or more of the following characteristics: a floor to ceiling height that is less than six feet, six inches (6'6"); limited access (i.e., the absence of the necessary physical space to provide a building code-compliant stair or door); unconditioned air (i.e., the air is neither heated nor cooled); no windows or skylights; and no electricity. This exclusion may include areas of a building that would otherwise exceed the one-percent maximum limitation as defined in subsection (C)(2).
 - (2) Areas of a building or buildings dedicated to the enclosure of noise generating equipment, such as building mechanical equipment and generators, not to exceed one percent (1%) of the maximum allowed gross floor area of the lot. This exclusion applies to equipment utilized for the operation of the building systems and does not apply to equipment utilized in connection with a business operating within a building;
 - (3) All areas devoted to covered parking and related circulation for automobiles and bicycles, including garages, carports, below grade parking structures, and above grade parking structures;
 - (4) Covered porches and covered balconies provided that at least one end is open and unobstructed to the exterior except for columns or posts not more than twelve inches (12") in width and walls or railings not more than forty-four inches (44") in height;
 - (5) Vent shafts, such as building mechanical air ducts and chimneys; ~~and~~
 - (6) Enclosures solely for trash and recycling; and
 - (7) Electric equipment enclosures (as defined in 16.04.296) provided the enclosure is limited to one enclosure per dwelling unit and does not exceed a footprint of 16 square feet and a maximum height of nine feet, six inches.

Section 7. Amendment of Subsection (9) of Section 16.18.030 of Title 16 of the Municipal Code Subsection (9) of section 16.16.030 of Title 16 of the City of Menlo Park Municipal Code is hereby amended as set forth below. Deletions are in ~~striketrough~~ and additions are in underline.

- (9) Not less than forty percent of the building site shall be occupied by appropriate landscaping. Electric equipment enclosures (as defined 16.04.296) associated with existing dwellings may be located within landscaping areas and shall not reduce the minimum on-site landscaping;

Section 8. Amendment of Section 16.20.030 of Title 16 of the Municipal Code Section 16.16.030 of Title 16 of the City of Menlo Park Municipal Code is hereby amended as set forth below. Deletions are in ~~striketrough~~ and additions are in underline.

Table 1

		All R-3 Zoned Properties Except for Lots 10,000 Sq. Ft. or More in the Area Around the El Camino Real/Downtown Specific Plan Area	Lot Area of 10,000 Sq. Ft. or More for Property Around the El Camino Real/Downtown Specific Plan Area¹	
Minimum Lot Area		7,000 sq. ft.	10,000 sq. ft.	
Minimum Lot Dimensions		70 ft. wide by 100 ft. deep (lots < 10,000 sq. ft. in area) 80 ft. wide by 100 ft. deep (lots ≥ 10,000 sf. ft. in area)	80 ft. wide by 100 ft. deep	
Land Area Required Per Dwelling Unit		See Table 2 below	Minimum	3,333 sq. ft.
			Maximum	1,452 sq. ft.
Minimum Yards	Front	15% of lot width; min. 20 ft.	20 ft.	
	Interior Side	10 ft.	10 ft.	
	Corner Side	15 ft.	15 ft.	
	Rear	15% of lot width; min. 15 ft.	15 ft.	
	Distance between Main Buildings on Same Lot	1/2 sum of the height of the buildings, 20 ft. min.	N/A	
	Distance between Main Buildings Located on One Property and Adjacent Property	20 ft.	N/A	
Maximum Floor Area Ratio		45%	Floor area ratio shall decrease on an even gradient from 75% for 30 du/ac to 35% for 13.1 du/ac	
Maximum Building Coverage		30%	40%	
Maximum Driveways and Open Parking Areas (Paving)²		20%	35%	
Minimum Open Space (Landscaping)^{3a}		50%	25%	
Height		35 ft.	13.1 du/ac	35 ft.
			20 du/ac or greater	40 ft.
Building Profile		None	Starting at a height of 28 feet, a 45-degree building profile shall be set at the minimum setback line contiguous with a public right-of-way or single-family zoned property or public park.	

Table 1

	All R-3 Zoned Properties Except for Lots 10,000 Sq. Ft. or More in the Area Around the El Camino Real/Downtown Specific Plan Area	Lot Area of 10,000 Sq. Ft. or More for Property Around the El Camino Real/Downtown Specific Plan Area¹	
Parking	2 spaces per unit, one of which must be covered, and not located in a required front or side yard	2 or more bedrooms per unit	2 spaces
		Up to 1 bedroom per unit	1.5 spaces
		Each unit must have at least one covered space. Parking spaces cannot be located in the required front yard	

¹ For the purposes of this section, the area around the Downtown/El Camino Real is defined in three distinct areas as follows, and is only applicable to properties zoned R-3 that are 10,000 sq. ft. or more:

Area 1: Area bounded by University Avenue, Valparaiso Avenue, El Camino Real and Oak Grove Avenue.

Area 2: Area bounded by Arbor Road, Santa Cruz Avenue, El Camino Real and Middle Avenue.

Area 3: Area generally bounded by San Antonio Street and Alma Street, Encinal Avenue, Marcussen Drive and Ravenswood Avenue.

² Permeable pavers may count as 50 percent towards the paving requirement, except for on lots 10,000 sq. ft. or more located around the El Camino Real/Downtown Specific Plan Area.

³ Electric equipment enclosures (as defined in 16.04.296) Electric equipment enclosures (as defined 16.04.296) associated with existing dwellings may be located within Minimum Open Space (Landscaping) areas and shall not reduce the landscaping areas.

Section 9. Amendment of Section 16.60.010 of Title 16 of the Municipal Code

Section 16.60.010 of Title 16 of the City of Menlo Park Municipal Code is hereby repealed and replaced by the following:

~~Unless otherwise provided for a specific zoning district, encroachments permitted into yards are as follows: architectural features on the main building, such as cornices, eaves, canopies and fireplaces may not extend more than three feet (3') into any required yard where the setback is ten feet (10') or greater, and not more than eighteen inches (18") where the setback is less than ten feet (10'); provided, however, that subject to architectural control, canopies over walkways to multiple dwellings may extend to the property line. Porches, decks, landing places or stairways, if open and uncovered, may project to within four feet (4') of any side lot line, and not exceeding six feet (6') into any required rear yard or front yard.~~

Unless otherwise provided for a specific zoning district, encroachments permitted into yards are as follows:

Table 1

<u>Encroachment type</u>	<u>Front yard</u>	<u>Side yard</u>		<u>Rear yard</u>	<u>Notes</u>
		<u>Setback less than 10 feet</u>	<u>Setback greater than 10 feet</u>		
<u>Architectural features (cornices, eaves, canopies, fireplaces)</u>	Three (3) feet	18 inches	Three (3) feet	Three (3) feet	Subject to architectural control, canopies over walkways to multiple dwellings may extend to the property line
<u>Porches, decks, landing places or stairways</u>	Not to exceed six (6) feet	Within four (4) feet of any side lot line		Not to exceed six (6) feet	Permitted only if open and uncovered
<u>Electric equipment enclosures (as defined in 16.04.296)¹</u>	None	Not to exceed four (4) feet into any required side yard setback and provided enclosure shall be a minimum of three (3) feet from any side lot line		Not to exceed four (4) feet into any required rear yard setback and provided enclosure shall be a minimum of three (3) feet from the rear lot line	Enclosures proposed for condominium developments (as defined in 15.34.010) shall be located entirely within the exclusive use area for the dwelling utilizing the enclosure

¹ Unenclosed electric equipment, as defined in 16.04.296 and mechanical equipment (e.g. heat pump air compressor and air conditioning units), not exceeding four (4) feet in height may be located between a dwelling and the street, including within the front setback, provided it is screened with adequate landscaping or fencing to the height of the equipment and compliant with Chapter 16.64. Unenclosed equipment located in the side or rear setback must meet the same requirements as electric equipment enclosures.

Section 10. Amendment of Section 16.72.010 of Title 16 of the Municipal Code

Section 16.72.010 of Title 16 of the City of Menlo Park Municipal Code is hereby amended to add subsection (6) as set forth below. Deletions are in ~~strike through~~ and additions are in underline.

Unless otherwise provided for a specific zoning district, off-street parking requirements in all districts and for all uses shall be as stated in this chapter.

- (1) Except in the single-family residential districts, subject to approval of the planning commission, a portion of required parking area may be designated landscape reserve parking and developed with appropriate landscaping.
- (2) All required parking spaces and access thereto shall conform to city parking standards, as adopted by the city council.
- (3) Assessment district, or other cooperative method approved by the city council, may be used in lieu of the stated requirements.
- (4) Reductions in parking requirements for commercial and industrial land uses may be allowed through an administrative permit as outlined in Chapter 16.82.
- (5) Requirements for electric vehicle charging spaces (EV spaces) are applicable to development in all zoning districts, including the SP-ECR/D district, subject to meeting certain criteria, and are specified in Chapter 12.18 (Buildings and Construction).
 - (A) The maximum number of required EV spaces and electric vehicle supply equipment (EVSE) shall not exceed the requirement for EV spaces for new construction of an equivalent development on a parcel or project site.
 - (B) The EV spaces requirement is based on the required parking associated with the affected area of work.

- (C) Where an existing legal, nonconforming parking condition exists, the EV spaces requirement, including the maximum required, shall be based on a percentage of the existing number of parking spaces equivalent to the percentage of the affected work area to the total building square footage on the parcel or subject site.
- (D) EV spaces and EV charging stations can be used to meet the off-street parking requirement. The EV spaces requirements and the primary off-street parking requirements are not additive.
 - (i) A proportional amount of EV spaces may be set aside in landscape reserve parking, where approved by the planning commission.
- (E) For development projects within the SP-ECR/D district where the EV spaces requirement cannot be met on site for the first one hundred percent (100%) floor area ratio in the downtown shared/unbundled parking area, an applicant shall pay an in-lieu fee to meet this requirement as established by the city of Menlo Park.
- (6) Allowable intrusions into a garage or carport space (as defined in 16.04.320), include:
 - (A) Electric Vehicle (EV) chargers and tankless water heaters mounted 48 inches or higher above the slab in a garage or carport.
 - (B) Electric equipment (as defined in 16.04.296) located less than 48 inches above the slab may be located in up to two three-foot-by-three-foot areas in an existing garage dedicated to a specific dwelling unit. These encroachments may be contiguous, provided the encroachment into the required covered parking space is no more than three feet.
 - (C) If utilizing the provisions in 6 (B) the property owner shall provide an acknowledgement of the voluntary reduction in garage or carport dimensions below the minimum required dimensions, if applicable.

Section 11. Amendment of Section 16.80.030 of Title 16 of the Municipal Code

Section 16.80.030 of Title 16 of the City of Menlo Park Municipal Code is hereby amended to add subsection (C) as set forth below. Deletions are in ~~strike through~~ and additions are in underline.

- C. Dwellings where electric equipment encroaches into the minimum required dimensions for garages or carports, as specified in 16.72.010, shall not be considered nonconforming with regard to minimum required parking.

Section 12. Severability. If any section, subsection, phrase or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrase or clauses be declared unconstitutional on their face or as applied.

Section 13. Compliance with CEQA. The City Council hereby finds that the action to adopt this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Section 15061(b)(3) of the CEQA Guidelines, because it can be seen with certainty that there is no possibility the adoption of this Ordinance may have a significant effect on the environment, and pursuant to CEQA Guidelines section 15183 (consistent with the general plan and zoning).

Section 14. Publication; Effective Date. This ordinance shall become effective thirty (30) days after the date of its adoption. Within fifteen (15) days of its adoption, the ordinance shall be posted in three (3) public places within the City of Menlo Park, and the ordinance, or a summary of the ordinance, shall be published in a local newspaper used to publish official notices for the City of Menlo Park prior to the effective date.

INTRODUCED on the twenty-fourth day of October, 2023.

PASSED AND ADOPTED as an ordinance of the City of Menlo Park at a regular meeting of said City Council on the seventh day of November, 2023, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Jen Wolosin, Mayor

ATTEST:

Judi A. Herren, City Clerk

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STAFF REPORT

City Council
Meeting Date: 11/7/2023
Staff Report Number: 23-246-CC

Consent Calendar: **Adopt a resolution to authorize the city manager to execute all documents necessary to complete the acquisition of 509 Sandlewood St., Menlo Park, CA 94025, and take all other necessary actions to consummate the sale of the property to the City, and approve the appropriation of below market rate housing funds not to exceed \$401,429 to purchase the property for the below market rate housing program**

Recommendation

Staff recommends the City Council:

1. Adopt a resolution (Attachment A) authorizing the city manager to purchase the property located at 509 Sandlewood St., Menlo Park, CA 94025 ("Property") and execute all documents necessary, including a Purchase and Sale Agreement (PSA) for the Property in substantially the form attached (Attachment B), between Dolonda L. Jennings, as seller and the City, as buyer, and take all other necessary actions to consummate the sale of the Property to the City, and
2. Approve the appropriation of below market rate (BMR) housing funds not to exceed \$401,429 to purchase the Property for the below market rate housing program ("BMR Program").

Policy Issues

The City's BMR program was created to facilitate affordable housing opportunities for extremely low, very low and moderate-income households. BMR ownership units are especially important as long-term, safe, affordable housing solutions that provide opportunities to build equity and stability in the community. It is typically the policy of the City to preserve and maintain all BMR units in the BMR Program. Failure to take this action would result in the Senior Lender (defined below) foreclosing on the Property and the likely loss of the Property from the BMR Program.

Background

The aforementioned Property is part of the Hamilton Avenue Housing and Park Development, which was developed by Clarum Homes in 2006. The 6.2-acre project site was assembled by the City's Redevelopment Agency over many years and is located on Hamilton Avenue between Henderson Avenue and Chilco Street. The Property is one of 47 single-family homes, consisting of three and four bedrooms, in the development, which also includes a one-acre park (Hamilton Park). Twenty of the 47 homes are BMR housing units that were sold to qualified, first-time homebuyers. Selected buyers are required to sign deed restrictions and BMR subordination agreements that ensure the City's commitment to preserve existing affordable housing.

In May 2007, in accordance with the City's Purchase Assistance Loan Program, the City made a loan to Dolonda L. Jennings ("Borrower"), in the amount of \$66,230 ("City Loan") to assist her in purchasing a single family home located at 509 Sandwood Street, Menlo Park, CA 94025. Borrower purchased the Property in 2007 for a total of \$332,034. The purchase price reflected the fact that the Property was a BMR unit within a newly constructed project. The balance of the purchase price was principally paid through a loan from Bank of America ("Senior Lender") in the amount of \$264,920 ("Senior Loan"). The Senior Loan was secured by a deed of trust on the Property in first position, and City Loan was secured by a deed of trust on the Property in second position. The City and Borrower also executed and recorded an instrument entitled "Agreement and Deed Restrictions Regarding Resale Controls For Below Market Rate Property" ("BMR Agreement"), included as Attachment C. Pursuant to Sections 9, 10 and 22 of the BMR Agreement, the City holds a purchase option that it may exercise upon receipt of a foreclosure notice of sale regarding the Property.

In June 2023, Senior Lender declared the Senior Loan in default and a notice was served and recorded ("Notice of Default"). On Sept. 28, the Senior Lender prepared a Notice of Trustee's Sale to be recorded and served ("Notice of Sale"). According to the Notice of Sale, the Senior Loan remains in default with a total amount owed of \$277,856.67 as of that date. A foreclosure sale is currently scheduled for Dec. 1.

Pursuant to the City's purchase option which was triggered by the Senior Lender's recordation of the Notice of Sale, the City may exercise its option to purchase the Property from Borrower according to the terms of the BMR Agreement.

Analysis

The City may exercise its purchase option of the Property according to the terms of the BMR Agreement if it receives a notice of sale by either the owner or from the lender. In this instance, the City may exercise its purchase option due to the recordation of the Senior Lender's Notice of Sale Sept. 28. Upon authorization by the City Council, the City will purchase the Property for \$401,429, as determined under the terms of the BMR Agreement. The BMR housing fund would be used to pay the purchase price. The unit has not been inspected. Depending on the condition of the unit, additional funds may be needed for any repairs or rehabilitation expenses. Upon re-sale of the Property to an eligible buyer, the BMR housing fund would be reimbursed. The PSA (Attachment B) reflects the City's purchase offer. Also, the monetary difference between reinstating the Senior Loan and the outright purchase of the Property is approximately \$125,000. The City's goal is to preserve and maintain affordable housing stock. Purchasing the Property is the best way for the City to achieve that goal in this matter.

Therefore, staff recommends that the City Council exercise its purchase option and purchase the Property in order to maintain the Property's long term affordability through a purchase by the city of the Property.

Impact on City Resources

Funds to purchase the Property for \$401,429 would come from the BMR housing fund. While the City will need to appropriate approximately \$401,429 to purchase the Property, it will recoup this sum upon resale to a qualified BMR buyer, minus transactional costs and potential repair costs not otherwise covered by the purchase price. Those costs will be paid from the BMR housing fund.

Environmental Review

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

Guidelines §§ 15378 and 15601(b)(3) as it will not result in any direct or indirect physical change in the environment.

Public Notice

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

Attachments

- A. Resolution
- B. Purchase and Sale Agreement for 509 Sandlewood St.
- C. Agreement and deed restrictions regarding resale controls for BMR property

Report prepared by:
Tim Wong, Housing Manager

Report reviewed by:
City Attorney's Office
Deanna Chow, Assistant Community Development Director

RESOLUTION NO. XXXX**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK
AUTHORIZING THE CITY MANAGER TO PURCHASE THE PROPERTY
LOCATED AT 509 SANDLEWOOD STREET, MENLO PARK, CA 94025
AND EXECUTE ALL DOCUMENTS NECESSARY, INCLUDING A
PURCHASE AND SALE AGREEMENT, AND TO TAKE ALL
NECESSARY ACTIONS TO CONSUMMATE THE SALE OF THE
PROPERTY TO THE CITY, AND APPROVE THE APPROPRIATION OF
UP TO \$401,429 FROM THE BELOW MARKET RATE HOUSING FUND
TO PURCHASE THE PROPERTY FOR THE BELOW MARKET RATE
HOUSING PROGRAM**

WHEREAS, the property located at 509 Sandlewood Street, Menlo Park, CA 94025 (“Property”) is a below market rate (“BMR”) unit and part of the City of Menlo Park’s (“City”) BMR program; and

WHEREAS, the Property serves as security for a senior loan made by Bank of America and a junior loan made by the City. With respect to the senior loan, the senior lender has recorded a Notice of Default and Notice of Sale, and a foreclosure sale of the Property is scheduled for December 1, 2023; and

WHEREAS, the City holds a purchase option on the Property, which was triggered by the recordation of the Notice of Sale by the senior lender; and

WHEREAS, the need to facilitate affordable homeownership opportunities for low and moderate-income households remains a policy and priority in Menlo Park; and

WHEREAS, the BMR Program Guidelines allow the City to purchase and preserve real estate as an eligible use of the BMR housing fund; and

WHEREAS, the City affirms the City’s commitment to providing affordable homeownership units to lower income households; and

WHEREAS, in order to ensure the Property remains within the City’s BMR program inventory, the City wishes to exercise its purchase option and acquire the Property from Owner; and

WHEREAS, on November 7, 2023, the City Council authorized the city manager to purchase the Property and execute all documents necessary, including a Purchase and Sale Agreement, between Dolonda L. Jennings, as seller, and the City, as buyer, for the Property, and take other necessary actions to consummate the sale of the Property to the City; and

WHEREAS, on November 7, 2023 the City Council allocated BMR housing funds, not to exceed \$401,429, for the City to purchase the Property.

NOW, THEREFORE, BE IT RESOLVED, by the Menlo Park City Council that it: (a) authorizes the city manager to purchase the Property located at 509 Sandlewood Street, Menlo Park, CA 94025 and execute all documents, including, without limitation, a Purchase and Sale Agreement, escrow instructions and closing documents, and take such other actions necessary to consummate the purchase of the Property by the City; and (b) approves the appropriation of BMR housing funds not to exceed \$401,429 to purchase the Property.

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 seventh day of November, 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 November, 2023.

Judi A. Herren, City Clerk

**PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (“**Agreement**”) is entered into as of November __, 2023 (“**Effective Date**”), by and between the Dolonda L. Jennings (“**Seller**”) and the City of Menlo Park, a municipal corporation (“**Buyer**”). Seller and Buyer are each individually referred to herein as a “**Party**” and collectively as the “**Parties.**”

RECITALS

- A. Seller is the owner of certain real property located at 509 Sandlewood Street, Menlo Park, CA, APN No.055-480-350 (“**Property**”), as more particularly described in Exhibit A attached hereto and incorporated herein by this reference.
- B. The Property was purchased by Seller through the use of two (2) separate loans both of which were secured by the Property. The senior loan from Bank of America (“**Senior Lender**”) was secured by a deed of trust on the Property in first position, and junior loan from Buyer was secured by a deed of trust on the Property in second position.
- C. The Property is also encumbered by that certain Agreement and Deed Restrictions Regarding Resale Controls For Below Market Rate Property, between Buyer and Seller pursuant to which Buyer holds a purchase option on the Property exercisable upon Buyer’s receipt of a foreclosure notice of sale regarding the Property.
- D. On September 28, 2023, Buyer received a foreclosure notice of sale on the Property referred to as a Notice of Trustee’s Sale. The foreclosure sale is currently scheduled for December 1, 2023.
- E. Buyer has exercised its option to purchase the Property and Buyer hereby agrees to purchase the Property, and Seller agrees hereby to sell the Property to Buyer, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Parties, Seller and Buyer agree as follows:

AGREEMENTS

1. INCORPORATION OF RECITALS AND EXHIBITS. The Recitals set forth above and the Exhibit attached to this Agreement are each incorporated into the body of this Agreement as if set forth in full.
2. PURCHASE AND SALE.
 - 2.1 Agreement to Buy and Sell. Subject to the terms and conditions set forth herein, Seller agrees to sell the Property to Buyer, and Buyer hereby agrees to acquire the Property from Seller.
 - 2.2 Purchase Price. The purchase price for the Property to be paid by Buyer to Seller is Four Hundred One Thousand Four Hundred Twenty-Nine Dollars (\$401,429) (the “**Purchase Price**”). The Purchase Price will be paid in immediately available funds to Seller through Escrow on the Closing Date (defined in Section 5.1). All outstanding liens against the Property, including the lien of the Senior Lender and the lien of Buyer, shall be paid through Escrow out of the Purchase Price.

3. ESCROW.

3.1 Escrow Account. Seller has opened or will open an escrow account (the “**Escrow**”) maintained by Old Republic Title Company, 1096 Blossom Hill Road, Suite 101 , San Jose, CA 95123, Attn: Gloria Avila (the “**Escrow Holder**”). Escrow Holder shall perform all escrow and title services in connection with this Agreement.

3.2 Opening of Escrow. Within two (2) business days after the Effective Date, the Parties will deposit into Escrow the fully executed Agreement, or executed counterparts thereto. The date such fully executed Agreement is received by Escrow Holder will be deemed the “**Opening of Escrow**” and Escrow Holder will give written notice to the Parties of such occurrence.

3.3 Buyer’s Deposit. Within two (2) business days after the Opening of Escrow, Buyer shall deposit Eight Thousand Five Hundred Dollars (\$8500.00) in Escrow (“**Deposit**”).

3.4 Satisfaction of Due Diligence Contingency. Buyer shall have the right, in its sole discretion, to terminate this Agreement for any reason prior to the expiration of the Due Diligence Contingency Period (defined in Section 5.2(a)) and receive a refund of the Deposit. Buyer hereby agrees to provide written notice to Seller prior to the expiration of the Due Diligence Contingency Period if Buyer disapproves of any due diligence items or approves all due diligence items (“**Approval Notice**”). If Buyer disapproves of any items through the delivery of the Approval Notice to Seller before 5:00 p.m. on the last day of the Due Diligence Contingency Period, this Agreement shall terminate, and the Deposit (less the Independent Consideration), shall be returned to Buyer, and neither Party shall have any further rights or obligations hereunder except those which expressly survive the termination hereof. If Buyer fails to timely deliver the Approval Notice to Seller, it will be conclusively presumed that Buyer has approved all due diligence items, matters and documents, in which case the Deposit will become non-refundable. In the event that Buyer fails to complete the sale by the Closing Date, this Agreement shall terminate and the Deposit shall be released to the Seller as liquidated damages pursuant to Section 7.

3.5 Independent Consideration. As independent consideration for Seller’s entering into this Agreement to sell the Property to Buyer, Buyer shall deliver the sum of One Hundred Dollars (\$100) to Seller through Escrow (“**Independent Consideration**”). In the event that Buyer terminates this Agreement in accordance with Section 3.4, Seller shall retain the Independent Consideration; in the event that Buyer does not terminate this Agreement as described above, the Independent Consideration shall be applied to the Purchase Price at Closing.

4. PROPERTY DISCLOSURE REQUIREMENTS.

4.1 Condition of Title/Preliminary Title Report. Seller or Buyer shall cause Escrow Holder to deliver a Preliminary Title Report for the Property (the “**Preliminary Report**”) to Buyer within three (3) business days after the Opening of Escrow. Pursuant to Section 5.2(a)(iii), Buyer shall have until the Title Approval Date (defined in Section 5.2 (a)(iii)) to give Seller and Escrow Holder Buyer’s Title Notice (defined in Section 5.2 (a)(iii)) of Buyer’s disapproval or conditional approval of any matters shown in the Preliminary Report. Buyer agrees that at the Close of Escrow, title to the Property shall be conveyed to Buyer by Seller subject only to the following matters (collectively the “**Approved Conditions of Title**”):

- (a) a lien to secure payment of real estate taxes and assessments, not delinquent;
 - (b) the lien of supplemental taxes;
 - (c) all matters affecting title to the Property created by or with the written consent of Buyer or which are waived or deemed approved by Buyer;
 - (d) all matters which would be disclosed by an inspection or survey of the Real Property;
- and

- (e) all exceptions which are disclosed by the Preliminary Report, and which are approved by Buyer in writing in accordance with this Agreement.

It is acknowledged and agreed by Seller and Buyer that the listing of the foregoing matters in this Section 4.1 shall be subject to Buyer's approval pursuant to Section 5.2(a)(iii).

4.2. Title Policy. As a condition to the Close of Escrow, title shall be evidenced by the willingness of the Title Company to issue its CLTA Owner's Policy of Title Insurance with extended coverage, if available and requested by Buyer, inclusive of any endorsements requested or required by Buyer or its lender ("**Title Policy**"), in the amount of the Purchase Price showing title to the Property vested in Buyer upon conveyance of the grant deed (in a form and substance reasonably acceptable to Buyer) subject to the Approved Conditions of Title and such other exceptions to title as may be set forth in the Preliminary Report and not objected to by Buyer.

4.3 Environmental and Natural Hazards Disclosure. California Health & Safety Code Section 25359.7 requires owners of non-residential real property who know, or have reasonable cause to believe, that any release of hazardous substances are located on or beneath the real property to provide written notice of same to the buyer of real property. Other applicable laws require Seller to provide certain disclosures regarding natural hazards affecting the Property. Seller agrees to make all necessary disclosures required by law.

5. CLOSING AND PAYMENT OF PURCHASE PRICE.

5.1 Closing. The closing ("**Closing**" or "**Close of Escrow**") shall occur within thirty (30) days after the Effective Date, but in no event later than November 30, 2023 ("**Outside Closing Date**"), unless extended by agreement of the Parties and the Senior Lender (if Buyer determines necessary) ("**Closing Date**"). In the event the Closing has not occurred by the Outside Closing Date due to a delay beyond Buyer's control, then Close of Escrow may be extended up to an additional thirty (30) days (the "**Extension Period**") upon agreement of the Parties and the Senior Lender. If the Closing Date is extended for the thirty (30) day Extension Period, then such extended closing date shall become the "Closing Date". If the Close of Escrow has not occurred by the end of the Extension Period, the non-defaulting Party may elect to terminate this Agreement and/or pursue any other remedy set forth in this Agreement.

5.2 Buyer's Conditions to Closing. Buyer's obligation to purchase the Property is subject to the satisfaction of all of the following conditions or Buyer's written waiver thereof (in Buyer's sole discretion) on or before the Closing Date:

- (a) Buyer will have fifteen (15) days from the Effective Date ("**Due Diligence Contingency Period**") to complete physical inspections of the Property and due diligence related to the purchase of the Property.
- (i) Seller shall provide Buyer with reasonable access to the Property so that Buyer may undertake all physical inspections and due diligence.
 - (ii) Seller shall deliver to Buyer copies of all reasonably available and known documents relating to the ownership and operation of the Property, including but not limited to plans, permits and reports (environmental, structural, mechanical, engineering and land surveys) that Seller has in her possession (collectively, "**Property Documents**") not later than three (3) business days following the Effective Date of this Agreement. Buyer shall have until the end of the Due Diligence Contingency Period to satisfy itself as to the review and approval of the Property Documents and the condition and suitability of the Property. Nothing in this Section 5.2(a) shall in any manner be construed as any representation, assurance or warranty of any kind by Seller.

- (iii) Buyer shall have until the date (“**Title Approval Date**”) which is ten (10) days following receipt of the Preliminary Report to give Seller and Escrow Holder written notice (“**Buyer’s Title Notice**”) of Buyer’s disapproval or conditional approval of any matters shown in the Preliminary Report. The failure of Buyer to give Buyer’s Title Notice on or before the Title Approval Date shall be deemed to constitute Buyer’s approval of the condition of title to the Property unless Buyer shall have previously terminated this Agreement. If Buyer disapproves or conditionally approves any matter of title shown in the Preliminary Report, then on or before the expiration of three (3) days from the date of Seller’s receipt of Buyer’s Title Notice, Seller may elect to eliminate or ameliorate to Buyer’s satisfaction the disapproved or conditionally approved title matters. Seller shall give Buyer written notice (“**Seller’s Title Notice**”) not later two (2) days after Seller’s receipt of Buyer’s Title Notice of those disapproved or conditionally approved title matters, if any, which Seller agrees to either eliminate from the Title Policy as exceptions to title to the Property or to ameliorate to Buyer’s satisfaction by the Closing Date. If Seller does not elect to eliminate or ameliorate to Buyer’s satisfaction any disapproved or conditionally approved title matters, or if Buyer disapproves of Seller’s Title Notice, or if Seller is unable to eliminate or ameliorate to Buyer’s satisfaction all such disapproved matters prior to the Closing Date, then Buyer shall elect by written notice to Seller and Escrow Holder on or before the date which is two (2) days after Buyer’s receipt of Seller’s Title Notice, to: (1) waive its prior disapproval, in which event said disapproved matters shall be deemed approved; or (2) terminate this Agreement and the Escrow created pursuant hereto, in which event, Escrow Holder shall disburse the Deposit together to Buyer.
- (b) Seller has performed all material obligations to be performed by Seller pursuant to this Agreement.
- (c) Seller’s representations and warranties herein are true and correct in all material respects as of the Closing Date.
- (d) The Title Company is irrevocably committed to issue a CLTA Title Policy to Buyer effective as of the Closing Date, including such extended coverage and endorsements as Buyer elects, insuring title to Buyer in the full amount of the Purchase Price subject only to the Permitted Exceptions.

5.3 Seller’s Conditions to Closing. The Close of Escrow and Seller’s obligation to sell and convey the Property to Buyer are subject to the satisfaction of the following conditions or Seller’s written waiver (in Seller’s sole discretion) of such conditions on or before the Closing Date:

- (a) Buyer has performed all material obligations to be performed by Buyer pursuant to this Agreement before Closing Date.
- (b) Buyer’s representations and warranties set forth herein are true and correct in all material respects as of the Closing Date.

5.4 Conveyance of Title. Seller will deliver fee simple title to Buyer at the Closing, with such extended coverage and endorsements as Buyer may request, subject only to the Permitted Exceptions.

5.5 Deliveries at Closing.

- (a) Deliveries by Seller. No less than one (1) business day prior to the Closing Date, Seller shall deposit into the Escrow for delivery to Buyer at Closing: (i) a grant deed; (ii) an affidavit or qualifying statement which satisfies the requirements of paragraph 1445 of the Internal Revenue Code of 1986, as amended, any regulations thereunder (**Non-Foreign Affidavit**); and (iii) a California Franchise Tax Board form 590 to satisfy the requirements of California Revenue and Taxation Code Section 18805(b) and 26131.

- (b) Deliveries by Buyer. No less than one (1) business day prior to the Closing Date, Buyer shall deposit into Escrow immediately available funds in the amount, which together with the Deposit and the Independent Consideration are equal to: (i) the Purchase Price as adjusted by any prorations between the Parties; (ii) the escrow fees and recording fees; (iii) the cost of the Title Policy; and (iv) any other closing costs to be paid by Buyer.
- (c) Closing. Upon Closing, Escrow Holder shall: (i) record the grant deed; (ii) disburse to Seller the Purchase Price, less Seller's share of any escrow fees, costs and expenses; (iii) deliver to Buyer the Non-Foreign Affidavit, the California Certificate (Form 590) and the original recorded grant deed; (iv) pay any commissions and other expenses payable through Escrow; and (v) distribute to itself the payment of escrow fees and expenses required hereunder.
- (d) Closing Costs. Buyer will pay all escrow fees (including the costs of preparing documents and instruments), and recording fees. Buyer will pay title insurance and title report costs and Seller will pay all governmental conveyance fees and all transfer taxes. All other costs and fees shall be paid in accordance with custom and practice in San Mateo County.
- (e) Pro-Rations. At the Close of Escrow, the Escrow Agent shall make the following prorations: (i) real estate taxes shall be paid by Buyer, and (ii) any bond or assessment that constitutes a lien on the Property at the Close of Escrow will be assumed by Buyer. Buyer does not pay property taxes and therefore property taxes shall not be prorated.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

6.1 Seller's Representations, Warranties and Covenants. In addition to the representations, warranties and covenants of Seller contained in other sections of this Agreement, Seller hereby represents, warrants and covenants to Buyer that the statements below in this Section 6.1 are each true and correct as of the Effective Date and as of the Closing Date.

- (a) Seller has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly executed by Seller, and upon delivery to and execution by Buyer is a valid and binding agreement of Seller.
- (b) Seller has not alienated, encumbered, transferred, mortgaged, assigned, pledged, or otherwise conveyed its interest in the Property or any portion thereof, nor entered into any agreement to do so, and to Seller's actual knowledge (y) there are no agreements affecting the right to possession of the Property other than the Property Documents and/or any other instrument or document that is part of the Permitted Exceptions and (z) there are no maintenance, service or other agreements affecting or relating to the Property.
- (c) Neither Seller nor any entity or person that owns or controls Seller is bankrupt or insolvent under any applicable Federal or state standard, has filed for protection or relief under any applicable bankruptcy or creditor protection statute, or has been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute. Seller is not entering into the transactions described in this Agreement intending to defraud any creditor or to prefer the rights of one creditor to any other. Seller and Buyer have negotiated this Agreement at arm's length and the consideration paid represents fair value for the assets being transferred.
- (d) Seller is not a "foreign person" within the meaning of 26 U.S.C.A. §1445(f)(3) and Seller is not, nor is any person who owns a controlling interest in or otherwise controls Seller, (a) listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control ("**OFAC**"), Department of the Treasury, and/or on any other similar list maintained by the OFAC pursuant to any authorizing statute, Executive Order or regulation (collectively, "**OFAC Laws and Regulations**"); or (b) a person either (i) included within the term "designated national" as defined in the Cuban

Assets Control Regulations, 31 C.F.R. Part 515, or (ii) designated under Sections 1(a), 1(b), 1(c) or 1(d) of Executive Order No. 13224, 66 Fed. Reg. 49079 (published September 25, 2001) or similarly designated under any related enabling legislation or any other similar Executive Orders (collectively, the “**Executive Orders**”). Neither Seller nor any of its principals or affiliates is (x) a person or entity with which Buyer is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law, or that commits, threatens or conspires to commit or supports “terrorism” as defined in the Executive Orders, or (y) is affiliated or associated with a person or entity listed in the preceding clause (x). To the actual knowledge of Seller, neither Seller nor any of its principals or affiliates, nor any brokers or other agents acting in any capacity in connection with the transactions contemplated herein (I) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Orders or (II) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. As used herein, “**Anti-Terrorism Law**” means the OFAC Laws and Regulations, the Executive Orders and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. No. 107-56, 115 Stat. 272 (2001), as amended.

- (e) Except as may be disclosed in the Property Documents, neither Seller nor, to Seller’s actual knowledge, any third party, has used, generated, transported, discharged, released, manufactured, stored, or disposed any hazardous material from, into, at, on, under, or about the Property. Additionally, Seller has not received any written notice that the Property has been or is in violation of any environmental law.

The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Seller contained in this Agreement are conditions precedent to Buyer’s obligation to proceed with the Closing hereunder.

6.2 Buyer’s Representations, Warranties and Covenants. In addition to the representations, warranties and covenants of Buyer contained in other sections of this Agreement, Buyer hereby represents, warrants and covenants to Seller that the statements below in this Section 6.2 are each true as of the Effective Date and as of the Closing Date.

- (a) Buyer is a California municipal corporation. Buyer has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly executed by Buyer, and upon delivery to and execution by Seller shall be a valid and binding agreement of Buyer.
- (b) Buyer and Seller have negotiated this Agreement at arm’s-length and the consideration paid represents fair value for the assets to be transferred.
- (c) Except for the representations and warranties of Seller expressly set forth in Section 6.1 and the covenants and agreements of Seller expressly set forth in this Agreement Buyer accepts the Property “**AS-IS, WHERE-IS, WITH ALL FAULTS**” in its existing state and condition at the Closing.
- (d) Buyer represents and warrants that each person executing this Agreement is legally competent and is duly authorized so as to fully and legally bind Buyer.

Each of the representations and warranties made by Buyer in this Agreement, shall be true and correct in all material respects on the date hereof, and shall be deemed to be made again as of the Close of Escrow, and shall then be true and correct in all material respects. The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Buyer contained in this Agreement, are conditions precedent to the Close of Escrow. Buyer shall notify Seller immediately of any facts or circumstances that are contrary to the foregoing representations and warranties contained in this Section 6.2.

7. REMEDIES In the event of a breach or default under this Agreement by Seller, if such breach or default occurs prior to Close of Escrow, Buyer reserves the right to either (a) seek specific performance from Seller or (b) to do any of the following: (i) to waive the breach or default and proceed to Closing as provided herein; (ii) subject to written approval of the Senior Lender (if Buyer determines necessary), to extend the time for performance and the Closing Date until Seller is able to perform; or (iii) to terminate this Agreement upon written notice to Seller, whereupon Seller shall cause Escrow Holder to return to Buyer any and all sums placed into the Escrow by Buyer, and except for the rights and obligations expressly provided to survive termination of this Agreement, neither party shall have any further obligations or liabilities hereunder. IN THE EVENT OF A BREACH OR DEFAULT HEREUNDER BY BUYER AND THE CLOSING DOES NOT OCCUR DUE TO SUCH DEFAULT, SELLER'S SOLE REMEDY SHALL BE TO RETAIN THE DEPOSITS AS LIQUIDATED DAMAGES. THE PARTIES AGREE THAT IN SUCH INSTANCE, THE DEPOSITS REPRESENT A REASONABLE APPROXIMATION OF SELLER'S DAMAGES AND ARE NOT INTENDED AS A FORFEITURE OR PENALTY BUT RATHER AN ENFORCEABLE LIQUIDATED DAMAGES PROVISION PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1671, ET SEQ. IN NO EVENT SHALL EITHER PARTY BE ENTITLED TO LOST PROFITS OR CONSEQUENTIAL DAMAGES AS A RESULT OF THE OTHER PARTY'S BREACH OF THIS AGREEMENT.

Buyer's Initials

Seller's Initials

8. BROKERS. Seller represents that no real estate broker has been retained by Seller in the sale of the Property or the negotiation of this Agreement. Buyer represents that no real estate broker has been retained by Buyer in the purchase of the Property or negotiation of this Agreement. Buyer shall indemnify, hold harmless and defend Seller from any and all claims, actions and liability for any breach of the preceding sentence, and any commission, finder's fee, or similar charges arising out of Buyer's conduct. Notwithstanding the foregoing, the Parties acknowledge that Buyer has engaged Housing, Inc. and shall be responsible for all fees and costs arising from such engagement.
9. ASSIGNMENT. Neither Seller nor Buyer may assign its rights or delegate its duties under this Agreement without the express written consent of the other, which consent may be withheld for any reason. No permitted assignment of any of the rights or obligations under this Agreement shall result in a novation or in any other way release the assignor from its obligations under this Agreement.
10. MISCELLANEOUS.
- 10.1 Attorneys' Fees. If any Party employs counsel to enforce or interpret this Agreement, including the commencement of any legal proceeding whatsoever (including insolvency, bankruptcy, arbitration, mediation, declaratory relief or other litigation), the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs (including the service of process, filing fees, court and court reporter costs, investigative fees, expert witness fees, and the costs of any bonds, whether taxable or not) and shall include the right to recover such fees and costs incurred in any appeal or efforts to collect or otherwise enforce any judgment in its favor in addition to any other remedy it may obtain or be awarded. Any judgment or final order issued in any legal proceeding shall include reimbursement for all such attorneys' fees and costs. In any legal proceeding, the "prevailing party" shall mean the party determined by the court to most nearly prevail and not necessarily the party in whose favor a judgment is rendered.

10.2 Interpretation. This Agreement has been negotiated at arm's length and each Party has been represented by independent legal counsel in this transaction and this Agreement has been reviewed and revised by counsel to each of the Parties. Accordingly, each Party hereby waives any benefit under any rule of law (including Section 1654 of the California Civil Code) or legal decision that would require interpretation of any ambiguities in this Agreement against the drafting Party.

10.3 Survival. All indemnities, covenants, representations and warranties contained in this Agreement shall survive Close of Escrow.

10.4 Successors. Except as provided to the contrary in this Agreement, this Agreement shall be binding on and inure to the benefit of the Parties and their successors and assigns.

10.5 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

10.6 Integrated Agreement; Modifications. This Agreement contains all the agreements of the Parties concerning the subject hereof any cannot be amended or modified except by a written instrument executed and delivered by the Parties. There are no representations, agreements, arrangements or understandings, either oral or written, between or among the Parties relating to the subject matter of this Agreement that are not fully expressed herein. In addition there are no representations, agreements, arrangements or understandings, either oral or written, between or among the Parties upon which any party is relying upon in entering this Agreement that are not fully expressed herein.

10.7 Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, any such provision shall not be affected by the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision this is in keeping with the intent of the Parties as expressed herein.

10.8 Notices. Any delivery of this Agreement, notice, modification of this Agreement, collateral or additional agreement, demand, disclosure, request, consent, approval, waiver, declaration or other communication that either Party desires or is required to give to the other Party or any other person shall be in writing. Any such communication may be served personally, or by nationally recognized overnight delivery service (i.e., Federal Express) which provides a receipt of delivery, or sent by prepaid, first class mail, return receipt requested to the Party's address as set forth below:

To Buyer: City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025
Attn: City Manager

To Seller: Dolonda L. Jennings
509 Sandlewood Street
Menlo Park, CA 94025

To Escrow Holder: Old Republic Title Company
1096 Blossom Hill Road, Suite 101
San Jose, CA 95123
ATT: Gloria Avila

Any such communication shall be deemed effective upon personal deliver or on the date of first refusal to accept delivery as reflected on the receipt of delivery or return receipt, as applicable. Any Party may change its address by notice to the other Party. Each Party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this section and that any person to be given notice actually receives such notice.

10.9 Time. Time is of the essence to the performance of each and every obligation under this Agreement.

10.10 Days of Week. If any date for exercise of any right, giving of any notice, or performance of any provision of this Agreement falls on a Saturday, Sunday or holiday, the time for performance will be extended to 5:00 p.m. on the next business day.

10.11 Reasonable Consent and Approval. Except as otherwise provided in this Agreement, whenever a Party is required or permitted to give its consent or approval under this Agreement, such consent or approval shall not be unreasonably withheld or delayed. If a Party is required or permitted to give its consent or approval in its sole and absolute discretion or if such consent or approval may be unreasonably withheld, such consent or approval may be unreasonably withheld but shall not be unreasonably delayed.

10.12 Further Assurances. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

10.13 Waivers. Any waiver by any Party shall be in writing and shall not be construed as a continuing waiver. No waiver will be implied from any delay or failure to take action on account of any default by any Party. Consent by any Party to any act or omission by another Party shall not be construed to be a consent to any other subsequent act or omission or to waive the requirement for consent to be obtained in any future or other instance.

10.14 Signatures/Counterparts. This Agreement may be executed in two or more counterparts and via electronic signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

10.15 Date and Delivery of Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Parties intend that this Agreement shall be deemed effective, and delivered for all purposes under this Agreement, and for the calculation of any statutory time periods based on the date an agreement between Parties is effective, executed, or delivered, as of the Effective Date.

10.16 Representation on Authority of Parties. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, this Agreement is executed by Buyer and Seller as of the Effective Date.

Buyer:

City of Menlo Park, a California municipal corporation

By: _____

Name: _____

Its: City Manager

Approved as to Form:

Nira Doherty, City Attorney

Seller:

By: _____
Dolonda L. Jennings

Acceptance by Escrow Holder:

_____ Title Company hereby acknowledges that it has received a fully-executed counterpart of the foregoing Agreement of Purchase and Sale and Joint Escrow Instructions and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder.

_____ Title Company

By: _____

Name: _____

Its: _____

EXHIBIT A
LEGAL DESCRIPTION

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

Lot 35, and the designated remainder parcel as shown on that certain Map entitled Hamilton Park, City of Menlo Park, County of San Mateo, State of California, which Map filed for record in the Office of the Recorder of San Mateo County on May 17, 2006 in Book 134 of Maps, at Pages 24-28.

APN: 055-480-350

JPN: 134-024035T

RECORDING REQUESTED BY

5 Old Republic Title Company
Escrow # 0360601025-SG

2007-077131

OLD REPUBLIC TITLE COMPANY
08:00am 05/18/07 AG Fee: 37.00
Count of pages 11
Recorded in Official Records
County of San Mateo
Warren Slocum
Assessor-County Clerk-Recorder

AND WHEN RECORDED MAIL TO

CITY OF MENLO PARK
C/O San Mateo County Department of Housing
264 Harbor Blvd., Bldg. A
Belmont, CA 94002
Pony #DOH-209



SPACE ABOVE THIS LINE FOR RECORDER'S USE

112

**AGREEMENT AND DEED RESTRICTIONS
REGARDING RESALE CONTROLS
FOR BELOW MARKET RATE PROPERTY**

This Agreement and Deed Restrictions Regarding Resale Controls for Below Market Rate Property is Junior and Subordinate to a first Deed of Trust in favor of **Bank of America** in the amount of **\$ 264,920** and second Deed of Trust in favor of the **City of Menlo Park** in the amount of **\$66,230** which are recording concurrently herewith.

NOTICE: THIS DOCUMENT IS A LEGALLY BINDING AGREEMENT WHICH IMPOSES SEVERAL OBLIGATIONS AND RESTRICTIONS REGARDING THE USE AND TRANSFER OF YOUR PROPERTY. READ IT CAREFULLY.

This Agreement and Deed Restrictions Regarding Resale Controls for Below Market Rate Property ("Agreement") is entered into as of this 7th day of **May 2007**, by and between the **CITY OF MENLO PARK** ("City") and **Dolonda L. Jennings, an unmarried woman** ("Owner").

RECITALS

WHEREAS, the City has developed a program to provide housing opportunities to persons with low or moderate incomes to purchase homes at prices which are below market rates prevailing in the community; and

WHEREAS, the intent of the City is to preserve the number and availability of affordable homes in the program for persons with low or moderate incomes for as long as possible;

NOW, THEREFORE, in consideration of the benefits received by the Owner, Owner and City agree as follows:

1. Premises. The real property which is the subject of this Agreement is commonly known as **509 Sandlewood St., Menlo Park, CA 94025**, more fully described in the legal description attached hereto and incorporated herein by reference as Exhibit "A". Said real property ("Premises") is hereby designated as a Below Market Rate Unit ("BMR unit") and shall be subject to the terms and conditions herein set forth, as well as the applicable provisions of Menlo Park Municipal Code Chapters 15.36 and 16.96 and the Below Market Rate Housing Program Guidelines, together with any amendments which may be adopted from time to time.

2. Supersession. This Agreement shall supersede any and all resale agreements, deed restrictions and other similar conditions and/or restrictions previously imposed on the Premises whether or not such previous agreements or restrictions were recorded.

3. Misrepresentation of Fact as a Material Breach. Owner hereby declares and agrees that the financial and other information previously provided to the City for the purpose of qualifying to purchase the Premises was true and correct at the time it was given and remains true and correct as of the date of this Agreement, or, in the alternative, the financial and other information has been updated to be true and correct today. Owner further understands that any material misstatement or misrepresentation shall be deemed to be a material breach of this Agreement and shall be grounds for declaring a default, terminating the Agreement, or seeking other such relief and remedies as are appropriate under the circumstances.

4. Conditions of Transfer. For purposes of this Agreement, "transfer" shall mean any voluntary or involuntary sale, assignment or transfer of ownership or any interest in the Premises, including, but not limited to, a fee simple interest, joint tenancy interest, life estate, leasehold interest including any rental of the Premises, or any interest evidenced by a land contract by which physical possession of the Premises is transferred and Owner retains title. Any transfer of the Premises shall be subject to the conditions set forth in this Agreement, and any and all conditions contained in the Menlo Park Municipal Code Chapters 15.36 and 16.96 and the Below Market Rate Housing Program Guidelines, including any amendments thereto which may be adopted from time to time, as long as these amendments do not have a materially adverse affect on the interests of Owner. Owner may not lease or rent the Premises for any period of time without the express, prior, written permission of City, and such transfer shall be subject to such further conditions as may be necessary to ensure compliance with the purpose and intent of the City's affordable housing program. Transferee shall execute an agreement under the terms of which the transferee shall assume all of the obligations and duties and agree to be bound by the restrictions of this Agreement.

5. Prohibited Transfer/Default. Any transfer which is not in substantial compliance with the above conditions shall be deemed a "Prohibited Transfer". Upon receipt of any evidence of a Prohibited Transfer or any other violation of the terms of this Agreement, City shall give written notice to the Owner specifying the nature of the violation. If the violation is not corrected to the satisfaction of the City within ten (10) days after the date of the notice, or within such further time as City determines is necessary to correct the violation, City may declare a default under this Agreement. Upon the declaration of a default, City may apply to a court of competent jurisdiction for specific performance of the Agreement, for an injunction prohibiting a proposed sale or transfer in violation of this Agreement, for a declaration that the Prohibited Transfer is void, or for any such other relief as may be appropriate under the circumstances.

6. Senior Lien Holder. Any attempt to transfer title or any interest therein in violation of these covenants shall be void, provided, however, that any deed restrictions herein shall be subordinate to any mortgage ("First Deed of Trust") held by a Senior Lien Holder and/or a federally or state chartered bank or savings and loan association qualified to do business in the State of California which mortgage was obtained at the time owner purchased the Property ("Senior Lien Holder"). City and Owner acknowledge and agree that this Agreement is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Deed of Trust and to all advances heretofore made or which may hereafter be made pursuant to the First Deed of Trust held by a Senior Lien Holder including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Deed of Trust, curing defaults by the Owner under the First Deed of Trust or for any other purpose expressly permitted by the First Deed of Trust, or (b) constructing, renovating, repairing, furnishing, fixturing or equipping the Premises. The terms and provisions of the First Deed of Trust are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. In the event of a foreclosure or deed in lieu of foreclosure of the First Deed of Trust, any

provisions herein or any provisions in any other collateral agreement restricting the use of the Premises to low or moderate income households or otherwise restricting the Owner's ability to sell the Premises shall have no further force or effect on subsequent owners or purchasers of the Premises. Any person, including his or her successors or assigns (other than the Owner or a related entity of the Owner), receiving title to the Premises through a foreclosure or deed in lieu of foreclosure of the First Deed of Trust shall receive title to the Premises free and clear from such restrictions. Further, if the Senior Lien Holder acquires title to the Premises pursuant to a deed in lieu of foreclosure, the lien of this Agreement shall automatically terminate upon the Senior Lien Holder's acquisition of title, provided that (i) the City has been given written notice of a default under the First Deed of Trust, and (ii) the City shall not have cured the default under the First Deed of Trust, or diligently pursued curing the default as determined by the Senior Lien Holder, within the 60-day period provided in such notice sent to the City.

7. Attorneys' Fees. Owner hereby agrees to reimburse City the full cost and expense, including staff time and attorneys' fees and costs, incurred by City in an effort to correct any default or enforce any violation of the terms of this Agreement, and Owner further understands and agrees that if such funds are not reimbursed, City may deduct same from the proceeds upon resale of the Premises.

8. Covenant Running with the Land. The terms and conditions set forth herein are intended to run with the land and shall bind Owner and all successors, heirs, grantees and assigns, unless and until superseded by subsequently recorded Agreements. These terms and conditions shall be made part of each deed subsequently recorded and shall bind each successor in interest until the earlier of (a) fifty-five (55) years from the date of recordation, or (b) the recordation of a subsequent and superseding Agreement. This Agreement and the covenants contained herein shall survive delivery of the Deed.

9. Right of First Refusal. Except as provided herein, Owner hereby grants and gives to the City of Menlo Park or its designee or assignee a right to purchase the Premises solely for resale as a BMR unit pursuant to the terms of the City's Below market Rate Housing Program, under conditions set forth below. City, at its sole discretion, may assign this right to an individual buyer who meets the City's eligibility qualifications to participate in the program. City reserves the right to reassign the right to another eligible, qualified buyer in the event the initial designee fails or is unable to complete the transaction. Notwithstanding the foregoing, no assignment or reassignment of this right shall extend any time limits for performance under this Agreement without the mutual, express and written agreement signed by both the Owner and any assignee.

10. Resale Procedures.

A. Notice of Offer to Sell. Whenever the Owner no longer desires to own the Premises, Owner shall notify City of their intent to offer the property for sale in accordance with the terms of this Agreement. Such notice shall be in writing, and may be personally delivered or sent by first class mail through the United States Postal Service, addressed to the Housing and Redevelopment Manager, City of Menlo Park, 701 Laurel Street, Menlo Park, CA 94025. A copy of the notice shall be mailed or delivered to the Housing Specialist, San Mateo County Department of Housing, 264 Harbor Boulevard, Bldg. A, Belmont, CA 94002. Owner's offer to sell may be withdrawn by Owner, provided that notice of withdrawal has been received by City or its designee, in writing, prior to acceptance by City or its designee.

B. Acceptance. City, its designee or assignee shall have sixty (60) days from the date of receipt of Owner's notice to exercise the right of first refusal to accept Owner's offer to sell the Premises. This acceptance shall be in writing, and personally delivered or sent by first class mail through the United States Postal Service, addressed to the Owner of record at the official address of the Premises. For purposes of fulfillment of the terms of this procedure, the notice of intent to sell the

premises shall be deemed to be an offer to sell, and the exercise of the right to purchase by the City or its designee or assignee shall be deemed to be an acceptance of that offer. Acceptance by City or its designee or assignee shall constitute a legally binding contract for the transfer of title, and once accepted, the offer to sell may not be withdrawn without the express, written consent of the party who accepted the offer.

C. Escrow. Within thirty (30) days of the date of acceptance, an escrow account shall be opened by the City or its designee or assignee. City reserves the right, at any time during this process, to subsequently assign its right to purchase to an individual who is eligible and qualified to participate in the program. Once opened, an escrow must be closed within thirty (30) days, unless both parties mutually agree, in writing, to an extension of time. In no case shall the time between receipt of an offer to sell and the date of close of escrow exceed ninety (90) days, unless both parties mutually agree, in writing, to extend that date, or if for any reason the time periods herein are tolled.

11. Termination of Conditions. If the City or its designee or assignee does not accept an offer of sale within sixty (60) days of the date of receipt of Owner's notice, or an escrow account is not opened within thirty (30) days of the date the offer has been accepted, all restrictions, resale controls, and other terms of this Agreement shall cease and become null and void and of no further effect as to the Premises, unless the time period has been tolled, or extended by mutual, written agreement of the parties.

12. Owner's Obligation to Cooperate. At all times, Owner shall ensure that the Premises are clean and in good repair, and available to be shown to prospective buyers. Owner shall cooperate with the City of Menlo Park and the County Housing Division and their respective officers, employees and representatives. Failure to comply with these conditions shall be deemed a material breach of Owner's obligations pursuant to the terms of this Agreement, and upon determination by the City that Owner has failed to comply with any of the above conditions, City shall notify Owner that the time periods stated herein shall be tolled, and the applicable time periods extended accordingly, until Owner has complied with all of the conditions of this Agreement. Acts by Owner which shall be deemed to be a breach of this obligation include, but are not limited to, failure to make the Premises available for showing to prospective buyers upon reasonable notice, willful or deliberate actions to dissuade prospective buyers from purchasing the Premises, and failure or refusal to return telephone calls, complete forms, provide required reports, or perform other actions ordinarily required by a party to a real estate transaction in a timely manner. In addition to tolling the applicable time periods, the City may pursue any other remedies for breach based upon this section.

13. Purchase Price. The purchase price shall be paid in cash at the close of escrow or as may be otherwise provided by mutual agreement of buyer and seller. The purchase price of the Premises shall be **fixed at the lower amount** as determined by using the following two methods:

A. Fair Market Value. City or its designee or assignee shall have an appraisal made by an appraiser of its choice to establish the fair market value. The Owner, at his or her own expense, may also have an appraisal made by a qualified appraiser of Owner's choice to establish the market value. If Owner elects to obtain their own appraisal, the time period during which the City has the option to perform pursuant to this Agreement shall be tolled for the period of time between the time the City obtains an appraisal and Owner submits a separate appraisal. If an agreement cannot be reached as to the fair market value, the average of the two appraisals shall be deemed the market price, unless the difference between the two appraisals is greater than ten (10) percent of the amount of the higher appraisal, in which case City has the option of requesting a third appraisal be conducted by a qualified appraiser agreed upon by both City and Owner, who will make an independent appraisal without knowledge of the results of the first two appraisals. The amount of the first two appraisals which is closer to the amount determined by the third appraiser shall be deemed the fair market value for purposes of this Agreement.

B. Adjusted by Consumer Price Index. Base Price: **\$332,034**, plus an amount, if any, to compensate for any increase in the cost of living as measured by one-third (1/3) of the Consumer Price Index, All Urban Consumers, for the San Francisco-Oakland-San Jose area, published by the US Department of Labor, Bureau of Labor Statistics. For that purpose, the Index prevailing on the date of the recorded purchase by the selling Owner of said Premises shall be compared with the latest Index available on the date of receipt by City of notice of intent to sell. One-third (1/3) of the percentage increase in the Index, if any, shall be computed and the base price shall be increased by that percentage; provided, however, that the price shall in no event be lower than the purchase price paid by the selling Owner when that Owner purchased the Premises. The purchase price shall be adjusted to include the amount of any substantial capital improvement expenditures greater than one percent of the original purchase price, minus any costs necessary to bring said unit into conformity with all applicable provisions of the Menlo Park Municipal Code and the Below Market Rate Housing Program Guidelines.

14. Wood Destroying Pests and Organisms. Owner shall bear the expense of providing a current written report of an inspection by a licensed Structural Pest Control Operator. All work recommended in said report to repair damage caused by infestation or infection of wood-destroying pests or organisms found and all work to correct conditions that caused such infestation or infection shall be done at the expense of the Owner. Any work to correct conditions usually deemed likely to lead to infestation or infection of wood-destroying pests or organisms, but where no evidence of infestation or infection is found with respect to such conditions, is not the responsibility of the Owner, and such work shall be done only if requested by the buyer and then at the expense of the buyer.

15. Real Estate Transfer Disclosure Statement. Owner is obligated to provide the City with a full disclosure of the condition of the premise under Civil Code Section 1102, Et Seq. The City will provide the Owner with a Real Estate Transfer Disclosure form which shall be completed by the Owner and submitted to the City with the Owner's notice of intent to sell. The Owner shall cure all noted deficiencies in accordance with Paragraph 18.

16. Improvements. The adjusted price described in Paragraph 13.B above shall be increased by the value of any substantial structural or permanent fixed improvements which cannot be removed without substantial damage to the Premises or substantial or total loss of value of said improvements, and by the value of any appliances, fixtures, or equipment which were originally acquired as part of the Premises by Owner; provided that such price adjustment for replacement appliances, fixtures, or equipment shall be allowed only when the expenditure is necessitated by the non-operative or otherwise deteriorated condition of the original appliance, fixture, or equipment.

A. If at any time of replacement the original appliance, fixture, or equipment had in excess of twenty percent (20%) of its original estimated useful life remaining, Owner shall document to the City's satisfaction the condition of the appliance, fixture, or equipment which necessitated its replacement. A written statement from a certified repair person can satisfy this requirement.

B. No such price adjustment shall be made significantly in excess of the reasonable cost to replace the original appliance, fixture, or equipment with a new appliance, fixture, or equipment of comparable quality as hereinafter provided.

(1) No such adjustment shall be made except for improvements, appliances, fixtures, or equipment made or installed by the selling Owner.

(2) No improvements, appliances, fixtures, or equipment shall be deemed substantial unless the actual initial cost thereof to the Owner exceeds one percent (1.0%) of the purchase price paid by the Owner for the Premises; provided that this minimum limitation shall not apply in either of the following situations:

(a) Where the expenditure was made pursuant to a mandatory assessment levied by the homeowners association for the development in which the Premises is located, whether levied for improvements or maintenance to the Premises, the common area, or related purposes.

(b) Where the expenditure was made for the replacement of appliances, fixtures, or equipment which were originally acquired as part of the Premises by Owner.

C. No adjustment shall be made for the value of any improvements, appliances, fixtures, or equipment unless the Owner shall present to the City valid written documentation of the cost of said improvements. The value of such improvements by which the sale price shall be adjusted shall be determined as follows:

(1) The value of any improvement, appliance, fixture, or equipment, the original cost of which was less than Five Thousand Dollars (\$5,000), shall be the depreciated value of the improvement, appliance, fixture, or equipment calculated in accordance with principles of straight-line depreciation applied to the original cost of the improvement, appliance, fixture, or equipment based upon the estimated original useful life of the improvement, fixture, or equipment.

(2) The value of any improvement, appliance, fixture, or equipment, the original cost of which was Five Thousand Dollars (\$5,000) or more, shall be the lesser of the appraised value of the improvement, appliance, fixture, or equipment when considered as an addition or fixture to the Premises (i.e., the amount by which said improvement, appliance, fixture, or equipment enhances the value of the Premises), or the depreciated value of the improvement as described in C.(1) above, at the time of sale. The appraised value shall be determined in the same manner as the market value of the Premises in Method A above.

(3) On January 1, 1988 and every two years thereafter, regardless of the date of execution or recordation hereof, the amount of Five Thousand Dollars (\$5,000) referred to in paragraphs (1) and (2) immediately above shall be automatically adjusted for the purpose of those paragraphs in the following manner. On each adjustment date, the Consumer Price Index for San Francisco-Oakland area published by the US Department of Labor, Bureau of Labor Statistics ("Index") prevailing on January 1, 1988, shall be compared with the Index prevailing on the date of recordation of this deed. The percentage increase in the Index, if any, shall be computed and the sum of Five Thousand Dollars (\$5,000) shall be increased in the same percentage. In no event shall the sum be reduced below Five Thousand Dollars (\$5,000).

(4) No price adjustment will be made except upon presentation to the City of written documentation of all expenditures made by Owner for which an adjustment is requested.

D. Notwithstanding any other provision herein, no adjustment shall be made for the value of any improvements, appliances, fixtures, or equipment unless said improvements were completed with required permits and in accordance with applicable provisions of the municipal code. Moreover, no adjustment shall be made for any improvements, appliances, fixtures, or equipment which were installed or completed in violation of any applicable provision of the homeowners' association by-laws, Covenants, Conditions and Restrictions (CC&Rs), or other similar restrictions or regulations.

17. Deferred Maintenance. Any purchase price determined through the use of this method shall be adjusted by decreasing said price by an amount to compensate for deferred maintenance costs, which amount shall be determined in the following manner. Upon receipt of notice of Owner's intent to sell, City or its designee or assignee shall be entitled to inspect the Premises. City or its designee or assignee shall have an opportunity to determine whether any violations of applicable

building, plumbing, electric, fire, or housing codes or any other provisions of Title 12 of the Menlo Park Municipal Code exist.

18. Property Deficiency. In the event deficiencies are noted, the City or its designee or assignee shall obtain estimates to cure the deficiencies. The Owner shall cure the deficiencies in a reasonable manner acceptable to City or its designee or assignee within sixty (60) days of being notified of the results of the inspection, but in no event later than close of escrow. Should Owner fail to cure such deficiencies prior to the scheduled date of close of escrow, at the option of City, its designee or assignee, escrow may be closed, title passed and money paid to the selling Owner, subject to the condition that such funds as are necessary to pay for curing such deficiencies (based upon written estimates obtained by City, its designee or assignee), shall cause such deficiencies to be cured, and upon certification by City of completion of work, escrow holder shall utilize such funds to pay for said work. Any remaining funds shall be paid to the selling Owner. No other payment shall be due said Owner.

19. Assignment of Right to Purchase. In no event shall City become in any way liable to Owner, nor become obligated in any manner, by reason of the assignment of its right to purchase, nor shall City be in any way obligated or liable to Owner for any failure of City's designee or assignee to consummate a purchase of the Premises or to comply with the terms of any purchase and sale agreement. Nothing in this Agreement shall be construed to obligate City to purchase any unit in the event that a buyer participating in the BMR program fails to complete actions to close escrow.

20. City Consent to Lease. Until such time as the City's right to purchase is exercised, waived, or expired, the Premises and any interest in title thereto shall not be sold, leased, rented, assigned, or otherwise transferred to any person or entity except with the express written consent of City or its designee, which consent shall be consistent with the City's goal of creating, preserving, maintaining, and protecting housing in Menlo Park for persons of low and moderate income. This provision shall not prohibit the encumbering of title for the sole purpose of securing financing; however, in the event of foreclosure or transfer by deed in lieu of foreclosure, the provisions of this instrument shall govern. This provision shall not prohibit acquisition through foreclosure or acceptance of a deed in lieu of foreclosure by Fannie Mae on any mortgage it purchases, pursuant to its participation in the Community Partnership Program.

21. Exempt Transfers. The following transfers of title or any interest therein are not subject to the right of first refusal provisions of this deed: transfer by gift, devise, or inheritance to grantee's spouse or issue, provided the transferee household is an eligible, qualifying household under the BMR Guidelines at the time of the transfer; taking of title by surviving joint tenant or a surviving spouse of community property; transfer of title to a spouse as part of marriage dissolution proceedings; acquisition of title or interest therein in conjunction with marriage; transfer pursuant to provision of any Fannie Mae mortgage as described above; provided, however, that with the exception of Fannie Mae acquisitions through foreclosure or acceptance of deed in lieu of foreclosure, these covenants shall continue to run with the title to said Premises following said transfers. An instrument shall be executed, acknowledged and recorded by the transferee containing the following covenant:

"This property is subject to the terms and provisions of that certain 'Agreement and Deed Restrictions Regarding Resale Controls for Below Market Rate Property'. Transferee, on behalf of transferee, and transferee's successors and assigns, covenants and agrees to be bound by, and to perform in accordance with, such Agreement, and to include this covenant in any further transfer of the property."

22. Default and Foreclosure. Owner covenants to cause to be filed for record in the Office of the Recorder of the County of San Mateo a request for a copy of any notice of default and of any notice of sale under any deed of trust or mortgage with power of sale encumbering said Premises pursuant to Section 2924(b) of the Civil Code of the State of California. Such request shall specify

that any such notice shall be mailed to the Housing and Redevelopment Manager, City of Menlo Park, 701 Laurel Street, Menlo Park, CA 94025. Any notice of sale given pursuant to Civil Code Section 2924(f) shall constitute a notice of intent to sell hereunder and City may exercise its preemptive right prior to any trustee's sale, judicial foreclosure sale, or transfer by deed in lieu of foreclosure. In the event Owner fails to file such request for notice, City's right to purchase shall run from the date City obtains actual knowledge of a sale or proposed sale. City or its designee or assignee shall have the right to cure any such notice of default. The exercise of such right to cure shall in no way affect the operation of the notice of default as a notice of intent to sell by Owner. City, its designee or assignee, shall be entitled to recover all costs incurred in curing such default from Owner. Such costs shall be paid through escrow from the proceeds of sale if the sale is consummated. If the sale is not consummated and Owner retains ownership of the Premises, City, its designee or assignee, shall be entitled to recover its costs directly from Owner. None of the foregoing shall be interpreted to impair the right of the FNMA (Fannie Mae) to take legal action under the terms of its First Deed of Trust or to require FNMA to send default or foreclosure notice to any third party. In the event City fails to exercise its preemptive rights to purchase or prevent foreclosure or trustee's sale, a completed action of foreclosure or trustee's sale shall render this Agreement and the restrictions imposed thereby to be null and void and of no further force or effect. In the event City elects not to exercise its right to purchase upon default, any surplus to which Owner may be entitled pursuant to Code of Civil Procedure Section 727 shall be paid as follows: That portion of surplus (after payment of encumbrances), if any, up to but not exceeding the net amount that Owner would have received after payment of encumbrances under the formula set forth above had City exercised its right to purchase the Premises on the date of the foreclosure sale, shall be paid to Owner on the date of the foreclosure sale; the balance of surplus, if any, shall be paid to the City in order to compensate the City for the loss of the BMR unit and to preserve the purposes of the City's Below Market Rate Housing Program.

23. Entirety of Agreement. This Agreement comprises the entire agreement between the parties, and no other terms or conditions shall be deemed to apply, unless by a mutually executed, written amendment, modification or superseding agreement which references this Agreement. Owner covenants that he or she has not, and will not execute any other agreement with provisions contradictory to or in opposition to the provisions hereof, and that in any event, Owner understands and agrees that this Agreement shall control the rights and obligations between and among the parties and respective successors.

24. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provisions shall be deemed severable from the remaining provisions contained in this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein.

25. Distribution of Insurance and Condemnation Proceeds. Except as may be required to satisfy the first claim of the FNMA pursuant to the Community Partnership Program, in the event that the Premises consist of a unit in a condominium project and the condominium project is destroyed and insurance proceeds are distributed to Owner instead of being used to rebuild; or in the event of condemnation, if proceeds thereof are distributed to Owner; or in the event of termination of the condominium, liquidation of the association and distribution of the assets of the association to the members thereof, including Owner, any surplus of proceeds so distributed remaining after payment of encumbrances of said Premises shall be distributed as follows: That portion of the surplus up to but not to exceed the net amount that Owner would have received under the formula set forth above had City exercised its right to purchase the Premises on the date of the destruction, condemnation valuation date, or liquidation, shall be distributed to Owner, and the balance of such surplus, if any, shall be distributed to City.

26. Nonwaiver. With the exception of the City's right to exercise a right of first refusal to purchase the Premises, pursuant to Paragraph 10 hereinabove, the failure of the City to take an action to enforce a right or to seek a remedy under the terms and conditions of this Agreement shall not be deemed to be a waiver by the City to take such action or enforce any rights it may otherwise have pursuant to this Agreement.

27. Compliance with the Menlo Park Municipal Code. It is the purpose and intent of this Agreement to fulfill and be consistent with the requirements set forth in Menlo Park Municipal Code Chapters 15.36 and 16.96 and the Below Market Rate Housing Program Guidelines, which are incorporated by reference herein, as presently written and as amended from time to time hereafter. In the event of a discrepancy or conflict between a particular provision of this Agreement and any provision of the Menlo Park Municipal Code Chapters 15.36 and 16.96 and the Below Market Rate Housing Program Guidelines, the provisions of the Menlo Park Municipal Code Chapters 15.36 and 16.96 and the Below Market Rate Housing Program Guidelines, shall be controlling.

28. Notices. All notices required herein shall be sent to the following addresses:

CITY:

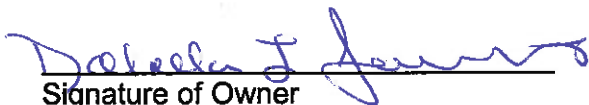
Office of the City Manager
City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025

OWNER:

Dolonda L. Jennings
509 Sandlewood St.
Menlo Park, CA 94025

By acceptance of this deed, Owner accepts and agrees to be bound by the covenants contained herein.

DATED: 5.14.07


Signature of Owner


Dolonda L. Jennings
Print or Type Name

Signature of Owner

Print or Type Name

509 Sandlewood St.
Menlo Park, CA 94025

DATED: 5/08/2007


City of Menlo Park
Arlinda Heineck, Interim Assistant City Manager

STATE OF CALIFORNIA
COUNTY OF SAN MATEO

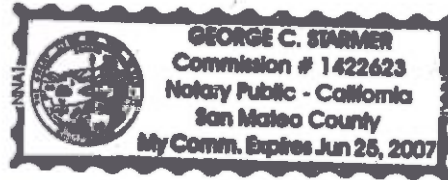
On 5/08/2007, before me, George C. Starmer a notary public

Appeared Arlinda Heinke

Personally known to me or ~~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.

WITNESS my hand and official seal.

George C. Starmer



STATE OF CALIFORNIA
COUNTY OF SAN MATEO

On May 14, 2007, before me, Susan J. Goulet notary public

Appeared Dolonda L. Jennings

Personally known to me or 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.

WITNESS my hand and official seal.

Susan J. Goulet



EXHIBIT A

Legal Description

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

Lot 35, and the designated remainder parcel as shown on that certain Map entitled Hamilton Park, City of Menlo Park, County of San Mateo, State of California, which Map filed for record in the Office of the Recorder of San Mateo County on May 17, 2006 in Book 134 of Maps, at Pages 24-28.

OLD APN: 055-260-180 (ptn.)
NEW APN: 055-480-350

JPN: 134-024-000-35T

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STAFF REPORT

City Council

Meeting Date:

11/7/2023

Staff Report Number:

23-247-CC

Study Session:

Provide direction regarding operational expenditures and potential revenue sources to support Menlo Park Community Campus opening and ongoing operations

Recommendation

City staff recommends that the City Council provide direction regarding operational expenditures and potential revenue sources to support opening and operating the Menlo Park Community Campus (MPCC).

Policy Issues

City Council sets policy and goals and provides direction to staff regarding municipal services to the Menlo Park community; and allocates resources to support and maintain city facilities and operations and provide services to residents.

Background

MPCC project milestones

On Dec. 16, 2019, Facebook (now Meta) submitted its proposal for exploring the funding and development of a new multigenerational center to incorporate the former Onetta Harris Community Center, Menlo Park Senior Center, Belle Haven Youth Center (child care), Belle Haven Pool and branch library.

In January and February 2021, City Council approved the architectural control, use permit, funding and improvements agreement for the MPCC project located at 100-110 Terminal Ave. The new multiservice facility will incorporate a recreation center, senior programs, school age childcare, aquatics center, and branch library among other public amenities.

Construction work began in June 2021 with the closure and demolition of the previous facilities at the site. The project's concrete foundation was completed in March 2022 and the steel framing was completed in April 2022. Construction work has proceeded apace and is scheduled to be completed in early 2024.

Other project-related milestones

While the project approvals and construction proceeded, the City has also dealt with a number of challenges and/or opportunities associated with a global pandemic and rethinking service delivery. The following summarizes some of the key milestones.

On June 23, 2020, City Council authorized significant workforce reductions across the City organization in response to a global pandemic and severe economic downturn, including in the library and community services (LCS) department.

On Jan. 30, 2021, City Council reviewed a post-pandemic service adaptation plan to reactivate LCS

department facilities that had been closed during the pandemic, and an updated department strategic plan (Attachment A).

On June 28, 2022, City Council authorized targeted service level enhancements to restore City services and programs post-pandemic, including 5.75 full-time equivalents (FTE) restored personnel in the LCS department to reactivate the gymnastics program.

On Sept. 13, 2022, City Council reviewed community survey results for desired programs in the MPCC, and received initial confirmation that service level enhancements would be necessary to operate the new center in the manner envisioned by the City Council and community.

On Jan. 24, City Council reviewed preliminary estimates that approximately four to five FTE new/restored personnel, in addition to new temporary staff, would be needed to support the gymnasium, recreation center, makerspace, teen lounge, expanded library space, and other desired new programs when the MPCC opens.

On April 4, City Council met at the Belle Haven Branch Library and reviewed MPCC proposed programming plan elements that were developed over the previous several months with robust community input and City Council feedback and direction, summarized in the meeting minutes (Attachment B).

On May 23, City Council reviewed MPCC preliminary staffing, operations, and programming plan considerations in advance of the fiscal year 2023-24 budget deliberations.

On June 1, the proposed fiscal year 2023-24 operating budget workshop included requested expenditures for new personnel, non-personnel operating expenses, and projected revenues to open and operate the MPCC facility.

On June 13, City Council held a public hearing about the fiscal year 2023-24 proposed operating budget and discussed various strategies to reduce projected budget deficits without depleting reserves to an unacceptable level. City Council identified the MPCC operating budget request for further review, and requested that City staff prepare information and analysis related to the staffing needs and related service impacts.

On June 19, the Library Commission reviewed information and analysis related to the MPCC operating budget request and expressed support for the request as presented.

On June 27, City Council received information and analysis related to the MPCC operating budget request, including the staffing needs, workload of existing department staff, and related service impacts. City Council also received information about potential use of special revenue funds including the One-Time Developer Payments Fund (Fund 111) to maintain service levels and staffing at MPCC or other purposes. Additional detail about Fund 111 is included in the Impact on City Resources section of this report. City Council adopted the fiscal year 2023-24 operating budget without the MPCC operating budget elements, pending additional review and discussion (Attachment C).

On June 29, the Parks and Recreation Commission reviewed information and analysis related to the MPCC operating budget request and expressed support for the request as presented.

On Aug. 23, the MPCC working group of Belle Haven residents convened by the City Council MPCC ad-hoc subcommittee reviewed information and analysis related to the operating budget request.

Analysis

LCS department overview

The LCS department fiscal year 2023-24 operating budget includes \$14.8 million in operating and personnel expenditures offset by projected \$5.5 million in revenues. LCS department total expenditures comprise approximately 19% of the City's total fiscal year 2023-24 general fund expenditures.

The LCS department is responsible for providing a diverse array of high-quality services and programs to the Menlo Park community, including: public libraries, recreation, sports, early childhood education, after school programs, summer youth camps, older adults (senior) programs, athletic fields and courts, community events and youth gymnastics. The department is organized into eight teams: Library, Recreation, Sports, Seniors, Gymnastics, Preschool child development, School-age child development and Administration. An organizational chart is included as Attachment D.

The LCS department has fewer total FTE employees now than before the 2020 pandemic. In fiscal year 2019-20 before the pandemic, department services to the community were supported by 71.0 authorized FTE personnel. In the current fiscal year 2023-24, department services to the community are supported by 66.25 authorized FTE personnel, a 7% decrease compared to before the pandemic. With the exception of some services in the Belle Haven neighborhood that were paused during construction and will resume when the MPCC opens, all department services that were reduced or closed during the pandemic have since been restored to service. The department has been able to adapt to the reduced staffing levels in part because a major facility has been closed and some services in the Belle Haven neighborhood have been reduced during construction of the MPCC, by implementing efficiency measures such as enhanced self-service and automation technology, and through increased use of temporary/hourly staffing to deliver services to the community.

Personnel considerations

Current staffing, potential new/restored staffing, and new job assignments

The team members in the Senior Center and Belle Haven Youth Center, which have continued to operate in temporary locations during construction, will move back into the new campus when it opens. Additionally, there are some team members who previously worked at the former Onetta Harris Community Center (OHCC) in recreation and sports, but who have been backfilling vacancies at the Burgess campus during construction. These team members who previously worked at the OHCC will be offered the opportunity to transfer back to the new campus, and it is anticipated that some of them will want to do that. It also is anticipated that there will be some opportunities for new hires directly to the new campus, and some job opportunities to backfill for team members who transfer over to the new campus, depending on the staffing levels approved by City Council.

Recruitments and advancements

The LCS department strategic plan emphasizes the importance of training and developing current employees for career advancement within the City (Attachment E). The department has been successful in this regard with numerous recent promotions from within the ranks of qualified team members who have successfully competed in open recruitments for advancement opportunities.

The department also emphasizes hiring qualified job-seekers from the Menlo Park community and/or who live in the Menlo Park community whenever possible, and posts all career opportunities as open competitive recruitments to allow Menlo Park community members the opportunity to fairly compete for these opportunities. Many department employees are current or former Menlo Park residents who first gained their employment with the City through this open recruitment process. Some of these employees started

their City careers as hourly employees, and then received valuable paid experience and on-the-job training to successfully compete for full-time career opportunities with the City. Several have promoted through the department to leadership positions.

All department job opportunities, including FTE opportunities and temporary/hourly employment opportunities, are posted to the City's jobs page where job seekers can view job descriptions, qualifications and instructions how to apply (Attachment F). Job seekers also have the ability to subscribe to receive email notifications when new jobs are posted. If the City Council authorizes new/restored positions to support the MPCC opening and operations, then City staff would post open recruitments to fill the positions.

Contract instructors

The department contracts with local instructors to teach classes in City recreation facilities on a seasonal basis. These instructors are not City employees, but are independent contractors who receive compensation for their services through a contract with the City, usually as a share of the revenue from the registration fees paid by class participants, but sometimes as a one-time flat payment to the instructor. Many of the recreation classes in the activity guide are provided by these independent contractors. The City recruits for instructors on an ongoing basis through an online interest form on the City's recreation and sports webpage (Attachment G). City staff anticipates that additional recruiting specifically for contract instructors in the new facility will begin in the first quarter of 2024.

Vacancy rate

The LCS department, like the City overall, is challenged by a higher than desired vacancy rate – the percentage of authorized FTE positions that do not have a permanently appointed incumbent employee. The department's current vacancy rate is over 12%. The citywide vacancy rate is 17%. A typically desired vacancy rate would be less than four or 5%. When vacancies arise and persist, the resulting staffing shortfalls impact the department's and the overall City's capacity to deliver services to the community at the levels and quality that meet City Council's and the community's expectations. To maintain and meet service expectations, staffing shortfalls are temporarily backfilled or otherwise managed through various means, including through provisional appointments and acting assignments, by increasing the use of temporary/hourly personnel, and by delaying lower priority but essential tasks or long-term projects. The efforts are helpful in the short term but are not sustainable long-term, and have ripple effect impacts to the City's long term organizational health and capabilities. Extensive efforts to fill vacant positions are ongoing citywide, and there has recently been progress in this area.

The elevated vacancy rate is a persistent challenge for Menlo Park and other municipalities, and is due to many complex factors. Some of the factors that affect vacancy rate are external factors beyond the City's control and beyond the scope of this report. It is difficult to recruit and retain qualified local government personnel, in part due to the high cost of living in the region and competition with other employers for qualified talent. The pandemic significantly disrupted the economy at all levels, and resulted in lasting shifts in many people's perceptions of work-life balance and their career priorities. The vacancy rate can fluctuate dramatically for short periods depending on the timing of recruitments, separations, and other personnel changes that often are unexpected.

It is anticipated that an elevated vacancy rate will continue to be a persistent and long-term challenge, in addition to being a current challenge. For these reasons, analyses of current staffing capacity and workload include a current, high vacancy rate of 10% to demonstrate an accurate picture of the limited capacity for current staff to absorb new responsibilities to open and operate the new facility. Notably, the City's fiscal year 2023-24 adopted budget assumed a 10% vacancy rate. This analysis was prepared to represent the current responsibilities staff are working on at a single snap shot in time when it was originally prepared and submitted to the City Council (which first occurred in June 2023). As noted above, lower priority but

essential tasks and other long-term projects were delayed in accordance with the current available capacity; if the organization were operating at a lower vacancy rate, this time would have been filled with those tasks and assignments.

However, as future staffing needs and requests additional capacity are evaluated, it is standard practice to assume no vacancies in any requested positions, to not inflate the requested resources. For this reason, the scenarios presented below assume no vacancies amongst the proposed new/restored positions.

MPCC service needs

The MPCC is a large, complex multiservice public facility, comprised of 37,080 square feet on two levels. It will incorporate some current programs, including a senior center, youth center and branch library which are currently operating in other locations. These programs will move to and expand in the new center. However, much of the service need in the MPCC is for restoring services in the Belle Haven neighborhood that were suspended or substantially reduced during construction, and for expanding existing services to operate the new facility in the manner envisioned by the City Council and community and for which the facility was designed, including new programs which currently do not exist. These service needs are substantial, and will require additional staff capacity to deliver safely, efficiently and effectively, assuming that service levels at the new center are to be comparable or equivalent to current service levels at the Burgess campus.

New public facilities like the MPCC commonly experience significantly increased usage compared to the old facilities they replace – often 2-3 times higher usage. The former community center’s closure for construction coincided with the COVID-19 pandemic, widespread facility closures, and personnel reductions made necessary by economic downturn. LCS staffing capacity has not fully recovered from these personnel reductions yet, meanwhile services that were closed during the pandemic at the Burgess campus have been restored.

MPCC expenditure scenarios

There currently are no expenditures or revenues allocated in the City budget specifically to support opening and operating the new facility. Assuming no additional unforeseen construction delays, the issuance of the temporary certificate of occupancy (TCO) for the new facility is tentatively anticipated during the first quarter of calendar year 2024. City staff estimates that opening the new facility to the public will occur approximately 60-90 days after issuance of the TCO. City staff estimates a lead time of 3-6 months is needed to prepare, recruit, hire, onboard and train new/restored staff positions. With this timeline, it is of critical importance to confirm the staffing levels for the new center at the earliest opportunity.

To aid City Council’s deliberations about the MPCC operating budget, City staff has prepared three expenditure scenarios for consideration and comparison purposes. In all three scenarios, operating expenses and revenues are presented in amounts representing a full year of operations; however, it is anticipated that operations at the MPCC facility are likely to begin more than halfway through the fiscal year.

Scenario 1 (Recommended)

The recommended expenditure scenario would include approximately \$1.021 million in non-personnel operating expenses and \$966,000 in personnel expenses, including 6.0 FTE new/restored personnel and approximately 5,700 hours of temporary/hourly staff capacity, with offsetting projected revenues of \$715,000 primarily from user fees (Table 1).

In order to open and operate the MPCC in the manner envisioned by the City Council and community without reducing services in other locations, this scenario is recommended to:

- Restore community programs that were suspended or reduced in the Belle Haven neighborhood during the MPCC construction, such as gymnasium, fitness center, recreation services, aquatics center and

- community facility rentals
- Staff an expanded public library space that spans two floors instead of the current one floor space
- Support new services that do not currently exist, such as makerspace and teen zone
- Create a new job classification to support enhanced nutrition services, planning and preparation of nutritious meals for senior center and youth center participants, provide nutrition and health/wellness education services to program participants
- Reinstate overhead and operating costs for a new 37,000 square foot facility, including utilities, supplies and services.

Table 1: Recommended scenario

MPCC item	FTE	Description	Revenues*	Expenditures*
Revenues		User fees, rentals, charges, reimbursements, donations	\$715,000	
Librarian I/II	1	Lead staff for expanded library space, makerspace, teen zone, supervision of subordinate personnel including temps		\$147,000
Library Assistant I	1	Support staff for expanded library space, makerspace, teen zone		\$102,000
Recreation Coordinator	1	Lead staff for gymnasium, recreation center, fitness center, movement studio, facility rentals, supervision of subordinate personnel including temps		\$138,000
Senior Program Assistant	1	Support staff for gymnasium, recreation center, fitness center, movement studio, facility rentals		\$128,000
Nutrition Services Coordinator***	1	Lead staff for senior center daily meal service, youth center food service, nutrition/health/wellness education		\$141,000
LCS Supervisor	1	Building supervisor - daily operations, service delivery, quality assurance, athletic field use, and site liaison to aquatics provider		\$190,000
Temporary staff		Front line customer service support, room set up, related tasks. Approx. 5,700 total hrs/year (approx. 7 individuals @ 16hrs/week)		\$120,000
Non-personnel operating		IT support (internal service charges), supplies, contracts, repairs & maintenance, utilities, training		\$1,021,000
		Subtotal*	\$715,000	\$1,987,000
		Net*		\$1,272,000

* Amounts shown reflect a full 12 months of building operations.

** FTE expenditures reflect estimated total compensation, salary plus benefits.

*** Nutrition services coordinator cost is estimated, benchmarked to recreation coordinator compensation, and would require City Council approval to add to the salary schedule.

Scenario 2 (Alternative)

This alternative expenditure scenario would include approximately \$969,000 in non-personnel operating expenses and \$582,000 in personnel expenses, including 3.0 FTE new/restored personnel and approximately 7,500 hours of temporary/hourly staff capacity, with offsetting projected revenues of \$715,000 primarily from user fees (Table 2).

This alternative scenario is focused on the most critically important needs for providing core services and open hours at MPCC in a manner equivalent or comparable to the current service levels at Burgess campus facilities, however with some service model changes as noted below. Non-personnel expenditures are

slightly lower in this scenario due to slightly lower internal service charges that are aligned to the number of FTE personnel.

This alternative scenario relies heavily on temporary hourly personnel to provide ongoing core services, and focuses new/restored FTE personnel on job classifications that include the ability to supervise and lead front-line staff. Additionally, this scenario would result in service model changes focused on gaining efficiencies in multiple operational areas in order to absorb the new service demands presented by the new facility within available staffing capacity, and would result in perceptible changes to the service levels to which Menlo Park residents are currently accustomed, including:

- Increase use of self-service and automation technology
- Reduce some customer service activities and increase response times to some inquiries
- Reduce or defer workload in some service areas such as library collection development and facility rentals
- Increase programming by third party partners who may charge fees to the City and/or directly to program participants
- Limit MPCC makerspace programming primarily to senior center and youth center participants
- Defer the launch of desired new programs such as MPCC afterschool homework tutoring, health care navigation and/or job seeker programs, pending identification of grants or partners to absorb the costs to wholly operate the programs
- Leverage technology and increase centralization of administrative support tasks.

Table 2: Alternative scenario

MPCC item	FTE	Description	Revenues*	Expenditures*
Revenues		User fees, rentals, charges, reimbursements, donations	\$715,000	
Librarian I/II	1	Lead staff for expanded library space, supervision of subordinate personnel including temps, coordinate partners in makerspace, teen zone	-	\$147,000
Recreation Coordinator	1	Lead staff for gymnasium, recreation center, fitness center, movement studio, supervision of subordinate personnel including temps	-	\$138,000
Nutrition Services Coordinator***	1	Lead staff for senior center daily meal service, youth center food service, nutrition/health/wellness education	-	\$141,000
Temporary staff		Front line customer service support, room set up, related tasks. Approx. 7,500 total hrs/year (approx. 9 individuals @ 16hrs/week)	-	\$156,000
Non-personnel operating		IT support (internal service charges), supplies, contracts, repairs & maintenance, utilities, training	-	\$969,000
		Subtotal*	\$715,000	\$1,551,000
		Net*		\$836,000

* Amounts shown reflect a full 12 months of building operations.

** FTE expenditures reflect estimated total compensation, salary plus benefits.

*** Nutrition services coordinator cost is estimated, benchmarked to recreation coordinator compensation, and would require City Council approval to add to the salary schedule.

Scenario 3 (Not recommended)

This expenditure scenario would include approximately \$918,000 in non-personnel operating expenses and

\$156,000 in personnel expenses for temporary/hourly staff, offset by \$715,000 in projected revenues (Table 3). Implementing this scenario would involve opening the new facility using current staffing levels, and redirecting some staff capacity currently being used to support services and programs at Burgess campus facilities to the MPCC facility. This scenario is not recommended because of the community impacts to services at City libraries and recreation facilities at MPCC and the Burgess campus that would result, including:

- Additional staff capacity is needed above what is currently available in order to meet projected service demands while retaining comparable or equivalent service levels at MPCC facilities and Burgess campus facilities
- Direct customer service, core services and programs comprise the vast majority of the projected staffing need in the new facility
- Library, recreation, sports, and seniors staff teams are currently operating at capacity to meet current service demands
- Under these criteria, opening the new facility at current budgeted staffing levels would likely require an estimated 10%-12% reduction in open hours at libraries, recreation centers and gymnasiums at both locations, in addition to the efficiency measures noted above in Scenario 2.

Table 3: Not recommended				
MPCC item	FTE	Description	Revenues*	Expenditures*
Revenues		User fees, rentals, charges, reimbursements, donations	\$715,000	
Temporary staff		Front line customer service support, room set up, related tasks. Approx. 7,500 total hrs/year (approx. 9 individuals @ 16hrs/week)	-	\$156,000
Non-personnel operating		IT support (internal service charges), supplies, contracts, repairs & maintenance, utilities, training	-	\$918,000
		Subtotal*	\$715,000	\$1,125,000
		Net*		\$410,000

* Amounts shown reflect a full 12 months of building operations.

If City Council directs staff to pursue this scenario, then City staff will prepare options for potential service level reductions at Burgess campus facilities for City Council review tentatively in December.

Next steps

There currently are no expenditures or revenues allocated in the City’s operating budget to support opening and operating the new facility. City Council may direct staff to implement one of the above expenditure scenarios as presented, or to modify a scenario before implementation. After receiving direction from City Council, City staff will prepare the directed resource allocations for City Council action, which could include resolutions to amend the City operating budget and salary schedule, tentatively in December.

Impact on City Resources

Comparison of projected expenditures and revenues

A comparison chart of the above-noted three scenarios and their projected impact to City resources is shown in Attachment G. Staff is working on an update to the City’s master fee schedule with a goal of bringing it to the City Council for consideration in early December.

The City’s general fund resources are finite and there is some economic uncertainty in the City’s long-term

forecast. The City's current and forecast economic circumstances are important factors in City Council's decision-making related to resource allocations.

Fund 111 – One-Time Developer Payments special revenue fund

One potential non-general fund source that could be applied toward the above noted expenditures is the One-Time Developer Payments special revenue fund (Fund 111). The fund's current balance is approximately \$2.8 million, with an additional \$1.5 million in revenue payments anticipated in the current fiscal year. City Council has not yet identified specific expenditures for Fund 111, and the full balance of approximately \$4.3 million remains unencumbered at this time. City Council could authorize the use of Fund 111 to offset some of the MPCC's operational expenditures in its initial years of operation as one example.

Environmental Review

On Jan. 12, 2021, the City Council determined that the MPCC project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines 15302 Replacement of Existing Facilities. The project has substantially the same purpose and capacity as the existing facilities, and this exemption allows for reasonable increases in square footage to accommodate replacement facilities. On Jan. 21, 2021, staff filed a notice of exemption with the San Mateo County clerk.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting. In addition, the City sent electronic notices directly to project email and text update subscribers from the project page (Attachment H).

Attachments

- A. Hyperlink – “Rebuilding LCS service adaptation plan – LCS Department Strategic Plan Update,” City Council meeting agenda (item C1, Attachment A). Jan. 30, 2021: menlopark.gov/files/sharedassets/public/v/1/agendas-and-minutes/city-council/2021-meetings/agendas/20210130-city-council-agenda-packet.pdf#page=65
- B. Hyperlink – “Provide direction on the proposed programming plan elements for the MPCC.” City Council meeting minutes (agenda item H1), April 4: menlopark.gov/files/sharedassets/public/v/1/agendas-and-minutes/city-council/2023-meetings/minutes/20230404-city-council-regular-minutes-approved-compressed.pdf
- C. Hyperlink – “Adopt resolutions for fiscal year 2023-24: adopting budget and capital improvement plan; establishing appropriations limit; amending the salary schedule effective July 2,; extending rate assistance program through June 2024; and accept award authority and bid requirement through June 2024.” City Council meeting agenda (item J1), June 27: menlopark.gov/files/sharedassets/public/v/3/agendas-and-minutes/city-council/2023-meetings/agendas/20230627-city-council-regular-agenda-packet.pdf#page=337
- D. Hyperlink – LCS Department organizational chart. <https://menlopark.gov/files/sharedassets/public/v/2/library-and-community-services/documents/lcs-org-chart-20231102.pdf>
- E. Hyperlink – City of Menlo Park employment opportunities webpage. menlopark.gov/Services/Apply-for-a-city-job
- F. Hyperlink – City of Menlo Park contract instructors interest form (via Recreation and Sports webpage). menlopark.gov/Government/Departments/Library-and-Community-Services/Recreation-and-sports
- G. Hyperlink – Budget impact summary comparison chart.

menlopark.gov/files/sharedassets/public/v/1/library-and-community-services/documents/mpcc_budget-impact-comparison-chart_20231107.pdf

H. Hyperlink – MPCC project webpage. menlopark.gov/communitycampus

Report prepared by:

Sean S. Reinhart, Library and Community Services Director

**AGENDA DE LA REUNIÓN ORDINARIA**

Fecha: 7/11/2023
Hora: 6:00 p.m.
Ubicación: [Zoom.us/join](https://zoom.us/join) – ID# 814 7839 7160
Salón del Ayuntamiento
751 Laurel St., Menlo Park, CA 94025

AVISO DE PUBLICACIÓN DEL INFORME

El Informe del Personal No. 23-247-CC Proporcionar orientación sobre los gastos operativos y las posibles fuentes de ingresos para apoyar la apertura y las operaciones en curso del campus comunitario de Menlo Park.. Estará disponible el 3 de noviembre de 2023.

Los miembros del público pueden ver las agendas electrónicas y los informes del personal accediendo al sitio web de la Ciudad en menlopark.gov/agendas y puede recibir notificaciones de publicaciones en la agenda suscribiéndose en menlopark.gov/subscribe. Las agendas e informes también se pueden obtener poniéndose en contacto con el Oficina del Secretario Municipal a 650-330-6620. (Publicado el 2/11/2023.)

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STAFF REPORT

City Council

Meeting Date:

11/7/2023

Staff Report Number:

23-248-CC

Study Session:

Provide direction on the Vision Zero Action Plan

Recommendation

Staff requests direction from the City Council on the following in-progress deliverables for the Vision Zero Action Plan (VZAP):

- The framework used to develop priority projects
- Any gaps in or concerns about the priority projects
- The list of actions – either items that should or should not be included
- The recommended timeframe for the actions, especially those identified as near term

Feedback from the City Council is critical to preparing the draft plan by the end of the 2023 calendar year, as required to maintain funding eligibility for regional grant funds, including \$5 million for the Middle Avenue pedestrian and bicycle crossing of the Caltrain tracks.

Policy Issues

The VZAP is consistent with General Plan policies CIRC 1.1, 1.7, 1.8, and 1.9 that establish vision zero as the City's guiding safety policy and establish specific safety policies for multimodal travel and safe routes to school.

Background

The City's VZAP, also referred to as a local road safety plan, is being developed to implement the City's Vision Zero policy to eliminate fatalities and reduce collisions by 50% by 2030, as identified in the Circulation Element of the General Plan. A local safety plan is required for local jurisdictions to compete for several grant programs, including the Highway Safety Improvement Program, the regional One Bay Area Grant (OBAG) program, the federal Safe Streets for All program, and others. The City received a grant from the OBAG program for the Middle Avenue Caltrain crossing project and staff anticipate pursuing other grant sources for safety improvements in the future. Without an adopted local road safety plan, the City would not be eligible to pursue these grant funding sources.

The VZAP will serve as an extension of the City's Transportation Master Plan (TMP), which was adopted by City Council Nov. 17, 2020. The TMP included safety as one of several factors to prioritize transportation investments in the City. The VZAP focuses exclusively on safety and uses the nationally developed safe system approach to eliminating fatalities and serious injuries on our roads. This approach recognizes that humans make mistakes and that we need to collaborate with all agencies and groups that have a role in safety, including roadway designers, vehicle development, emergency responders, educators, the public and decision makers. It takes a public health approach that seeks to reduce the physical forces that result from collisions to a level where humans can survive when collisions occur.

On Nov. 15, 2022, the City Council authorized an agreement with Fehr & Peers to help the City develop the VZAP. Building on the City's ongoing work to develop the Environmental Justice element, the City engaged with Climate Resilient Communities (CRC) to help extend the outreach for the plan to engage populations in Menlo Park in historically underserved areas of the City (Belle Haven) and with groups that are more likely to experience collisions. More information about the outreach efforts is provided below.

On Sept. 12, the City Council conducted a study session on the Neighborhood Traffic Management Program (NTMP). During that update, the City Council discussed implementing the NTMP within an overall safety strategy. The VZAP is expected to serve as that broad safety strategy, with the revised NTMP implementing that strategy on local, residential streets.

Analysis

On Oct. 24, the City Council received an informational update (Attachment A) on the purpose of the plan, progress of the VZAP to date, and information about two work products:

- High collision corridors (HCC) – the approximately 20% of City roads with over 90% of serious injuries and fatalities.
- Emphasis areas – these organize the safety challenges on the City's road network and include three types of roads (state highways, City circulatory roads and local roads), two types of intersections (signalized intersections and side street stop controlled intersections), and areas near schools.

Staff and the consultant team have been working on two remaining project deliverables since Oct. 24:

- Priority projects identification
- Action plan development

Priority projects

A key product of the VZAP is a prioritized list of projects. Having a list of priorities helps to focus City resources and is also a requirement for several grant programs that the City might consider pursuing.

The team developed VZAP projects using the following approach:

- Start with the TMP. The TMP identified a robust list of transportation projects considering safety and other factors. Several TMP corridor projects have been funded in the capital improvement program recently and are in progress. These projects were reviewed in context of the VZAP, which confirmed that each addresses a safety concern.
- Identify projects for all roads on the HCC. Because the vast majority of collisions, serious injuries, and fatalities are on these roads, the VZAP identified safety projects for every road on this network.
 - Future corridor studies. Some roads on the HCC have corridor projects identified in the TMP that are not currently funded. These projects would be advanced in the future as ongoing corridor projects are completed.
 - Systemic treatments based on emphasis areas. The VZAP emphasis areas identify several safety challenges that have not been addressed in other planning efforts and would close gaps in the HCC where the TMP did not include corridor recommendations. These projects present an opportunity to address several significant types of collisions identified in the VZAP by systemically addressing locations across the City with similar safety concerns.
- Identify a systemic project for proactive safety on roads not located on the HCC. While the focus is on the HCC, some local streets have safety issues that would warrant further, more proactive treatment. Staff received feedback from City Council on these issues in the September study session on the NTMP.

The VZAP provides a first step in defining this project and the framework for how a refocused NTMP would fit within the overall VZAP strategy.

Because of the substantial number of ongoing TMP corridor projects and the gaps identified by the VZAP data analysis, the team recommended the following priority projects:

- Complete existing transportation corridor projects. For projects in planning and design, staff will use the analysis developed through the VZAP to help inform project development. Attachment B identifies existing safety projects on the HCC.
- Systemic project – side-street stop controlled intersections (where only the side street has a stop sign and the major street does not). This project includes priority locations for enhancements to these uncontrolled crossings.
- Systemic project – signals. This project would review the traffic signals in the City (including Caltrans signals) and identify systemic treatments to address turning movement collisions at these locations.
- Systemic project – local road traffic calming. This project would update the City’s NTMP process to prioritize traffic calming on local streets that experience high speeds, collisions and cut-through traffic.

These priorities respond to both staff capacity to advance major projects while identifying opportunities to address known safety issues. For the systemic projects, staff propose to use several criteria to help prioritize locations for future investment:

- Collision density –ensures that the City is responsive to existing collision locations
- Vulnerable user collisions – addresses the higher than average collision rates for younger and older residents in Menlo Park; considers both existing collision locations and areas of identified need (such as near senior housing or centers, along recommended routes to school, or where there are concentrations of residents with lower vehicle ownership rates)
- Speed – addresses locations with higher speeds, which are associated with more severe collisions and fatalities. Focusing on higher speed roads also helps ensure that the analysis captures systemic safety challenges.
- Cut-through traffic – addresses locations on the local road system that have substantial non-local traffic. Would be used for the local road traffic calming systemic project.
- Underserved communities – ensures investments in historically underserved areas of the City, such as the Belle Haven and Bayfront area

Attachment C identifies candidate locations for the side-street stop controlled intersections and signalized intersections, taking into consideration overall collision density and vulnerable road users. These are draft maps that will be updated based on feedback on the proposed criteria from the City Council and the public. They are intended to provide a flexible framework for implementing the systemic projects, and for prioritizing future corridor projects.

Action -lan

Another key product of the VZAP is the action plan. The action plan is organized according the Safe System principles, the national framework used by vision zero cities to provide a comprehensive, collaborative approach to eliminating fatalities and serious injuries (Attachment D).

The team has developed a comprehensive action plan and identified lead agencies/departments and the recommended timeframe for implementation for each action (Attachment E). The timeframes are organized as near term (within a year), medium term (2 to five years) and long term (more than five years), as well as a few that are ongoing. Table 1 summarizes the recommended near term actions.

Table 1: Recommended near term actions

Safe systems element	Near term actions (within one year of plan adoption)
Planning culture (relevant to all principles)	<ul style="list-style-type: none"> • Vision zero coordinator and agency working group – this will provide a means to track the plan and coordination across the City and with other agencies on plan implementation. The coordinator will be a member of the Public Works – Transportation staff. • Grant funding – continuing to pursue grants to implement transportation safety priorities • Equity in plans and projects – continuing to incorporate equity into all the transportation planning and design work conducted by the City, building on the work conducted for the Environmental Justice Element and the VZAP.
Safe users	<ul style="list-style-type: none"> • Youth leadership – this action builds on the City’s existing Safe Routes to School program to work with youth leaders who can help build a culture of safety for middle and high school students. • High-risk behaviors – this would target enforcement activities on vehicle code violations most likely to lead to severe collisions. In the near term, the Police Department would work on improving tools to track the reasons for traffic stops.
Safe roads	<ul style="list-style-type: none"> • Quick builds – implementing high priority improvements with low cost countermeasures where possible, similar to work completed at Menlo Avenue and University Drive and at Willow Road and Alma Street. • Crosswalk policy – updating the City’s 2016 crosswalk policy (Attachment F) to address how crosswalks are marked and enhanced across the City (planned for early 2024).
Safe speeds	<ul style="list-style-type: none"> • Slow streets – this action includes reshaping the City’s NTMP as directed by City Council to proactively address speeding and cut through traffic on local streets.
Post-crash care	<ul style="list-style-type: none"> • Rapid response team – this would combine Police, Public Works, and possibly other staff in reviewing locations with severe collisions. This would be piloted in the near term to develop a process.
Safe vehicles	<ul style="list-style-type: none"> • No near term actions recommended.

Outreach

The City has received grant funding that requires completion of the draft VZAP by the end of the calendar year and adoption of the plan by City Council in early January. The City conducted the following outreach and engagement events:

- Three meetings of a stakeholder working group that includes representatives from multiple City departments, the Menlo Park Fire Protection District, SamTrans, Caltrans, and the City’s Complete Streets Commission. The most recent meeting occurred in late October and reviewed the draft framework, project priorities and action plan
- A listening session with community-based organizations (CBO) serving Menlo Park residents to gather input and encourage participation in public events.
- Public workshops, held in both English and one in Spanish, at the Belle Haven Branch Library. Over 80 individuals participated in these workshops.
- A pop-up event at the Menlo Park downtown farmers market held in early Fall.
- Targeted presentations to the Menlo Park Safe Routes to School Task Force.
- A presentation to the City’s Complete Streets Commission to review project progress.
- Development of a website for the project, including outreach events (Attachment G).

Several additional outreach events are planned for November to review the draft priority projects and action plan:

- An additional CBO listening session (Nov. 14)
- Additional workshops in English (Nov. 9) and Spanish (Nov. 16), held at the Belle Haven Branch Library

- Targeted presentations to the SRTS Task Force and to organizations working with elderly individuals (e.g., Peninsula Volunteers, Inc., Menlo Park Senior Center staff) (dates TBD)

Next steps

The remaining schedule for the plan includes:

- Draft final action plan released – early December 2023
- Complete Streets Commission review and recommendation of the draft plan – Dec. 13
- City submission of plan to MTC for compliance with OBAG requirements – Dec. 22 before winter closure (required to receive \$5 million in funding for the Middle Avenue Caltrain crossing project)
- City Council adoption of final plan – Jan. 9, 2024 (tentative)

Impact on City Resources

The City Council included funding for the VZAP in the fiscal year 2022-23 capital improvement program from the transportation fund. No additional resources are requested to complete the plan at this time.

Environmental Review

This informational update 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. Hyperlink – Oct. 24 City Council informational item:
menlopark.gov/files/sharedassets/public/v/1/agendas-and-minutes/city-council/2023-meetings/agendas/20231024/m3-20231024-cc-vision-zero-update.pdf
- B. Existing safety projects on the HCC
- C. Candidate systemic safety projects
- D. Hyperlink – Federal Highway Administration (FHWA) Safe Systems approach website:
highways.dot.gov/safety/zero-deaths
- E. Recommended actions
- F. Hyperlink – City Crosswalk policy: menlopark.gov/files/sharedassets/public/v/1/public-works/documents/transportation/transportation-projects/citywide-crosswalk-policy-20160906.pdf
- G. Hyperlink – VZAP webpage: menlopark.gov/visionzero

Report prepared by:

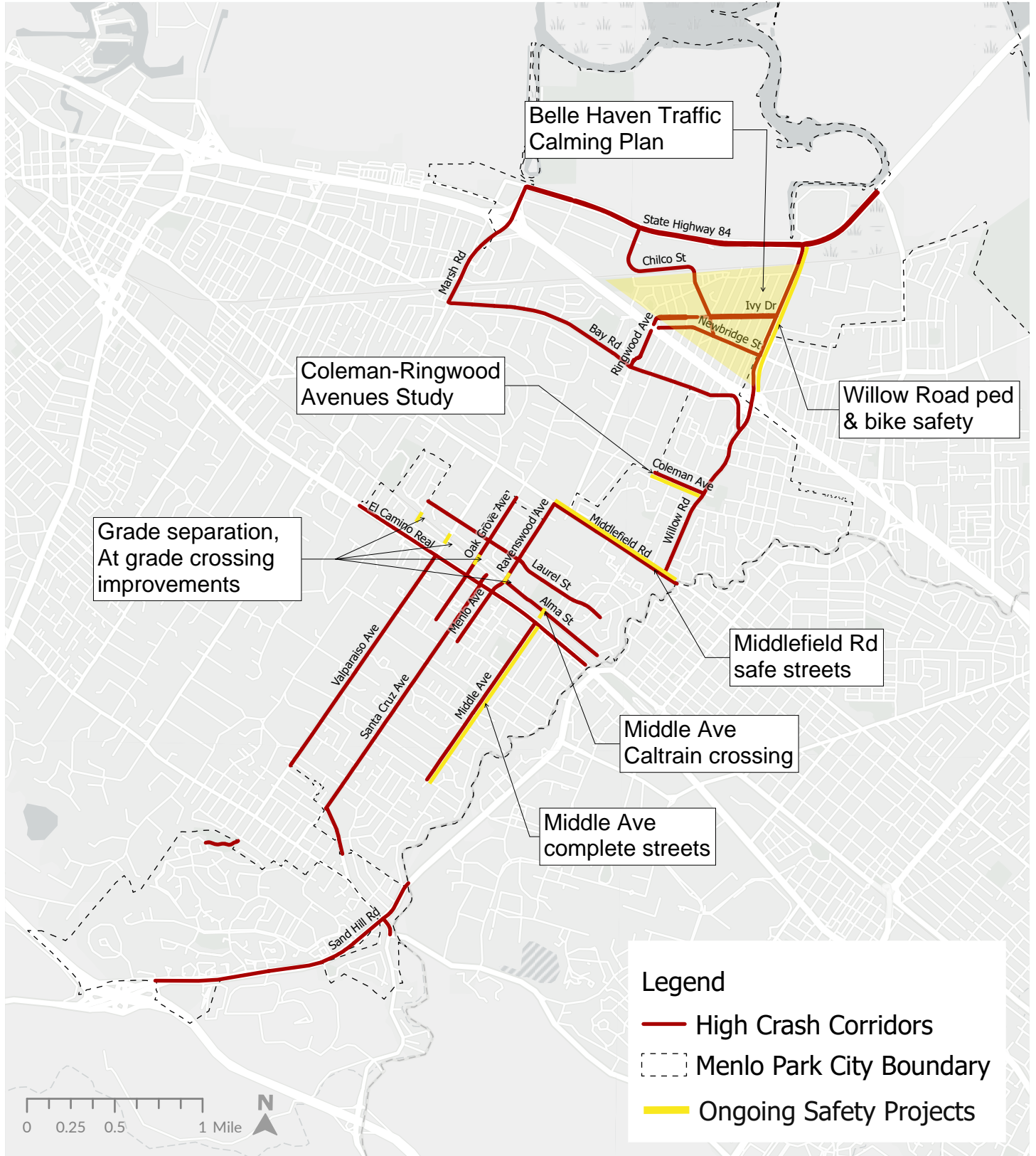
Hugh Louch, Assistant Public Works Director – Transportation

Report reviewed by:

Nikki Nagaya, Deputy City Manager

Menlo Park Vision Zero Action Plan

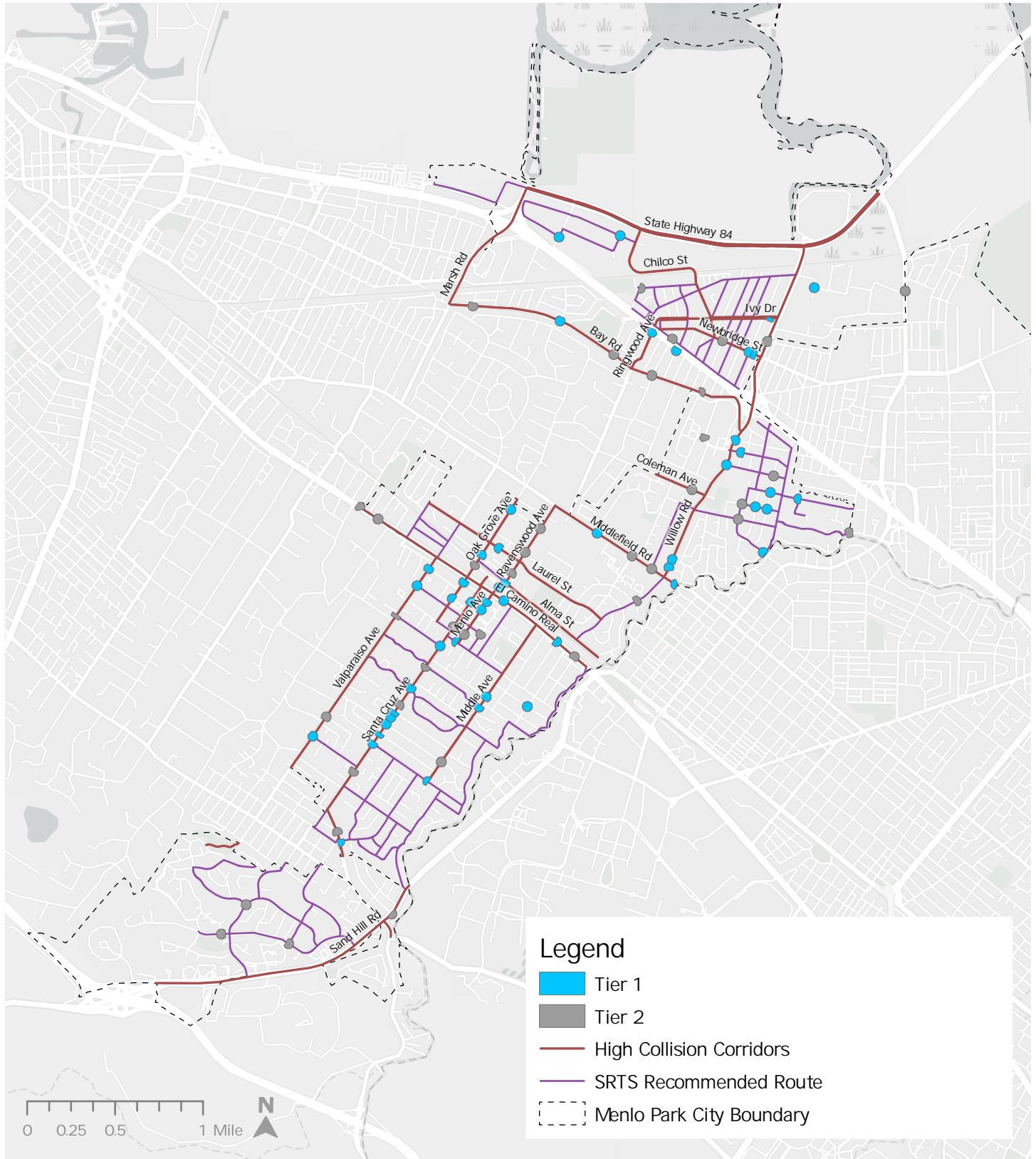
Ongoing Safety Projects



Menlo Park Vision Zero Action Plan

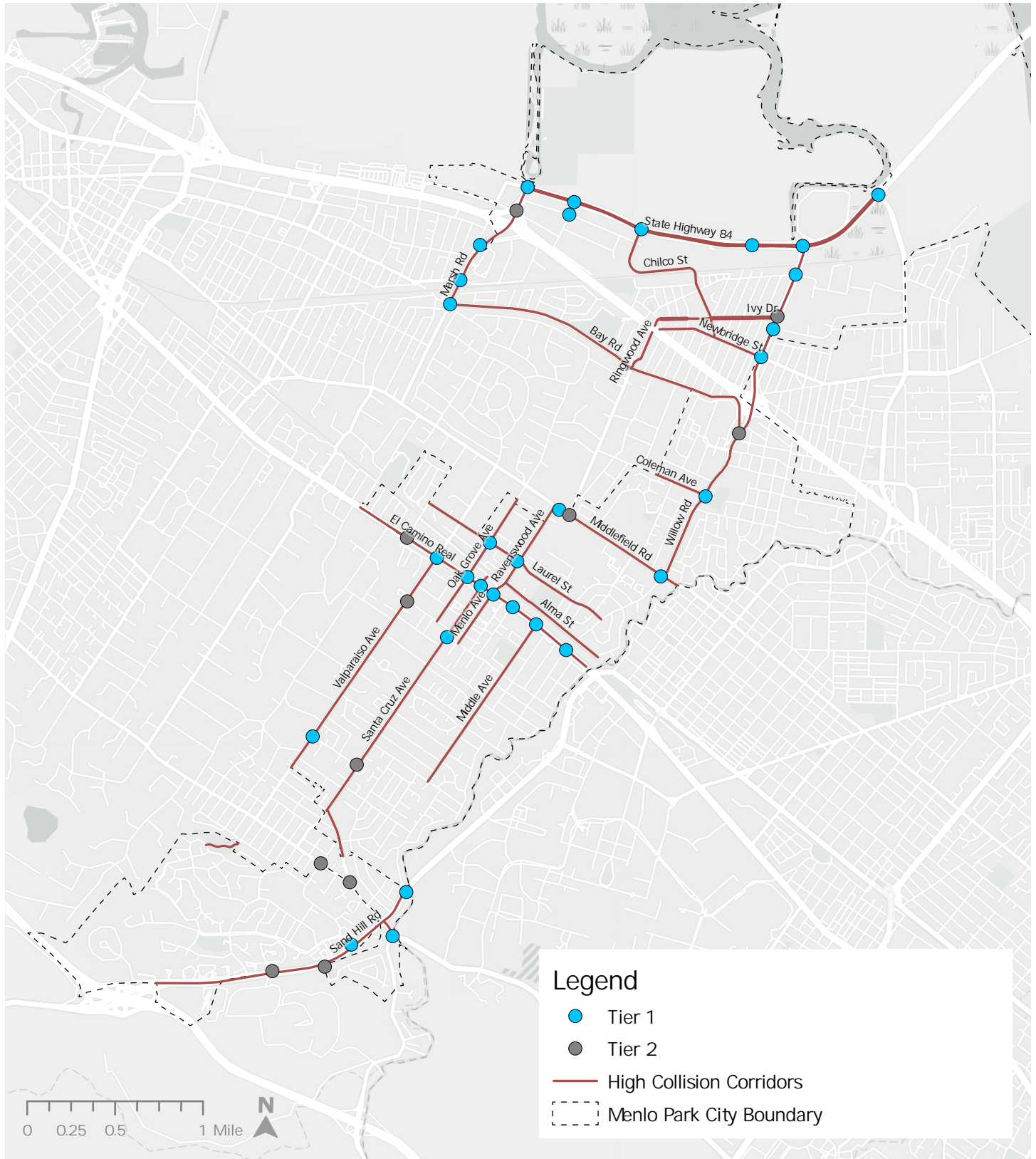
DRAFT Candidate Safety Projects:

Side Street Stop Controlled Intersections with Collisions



Menlo Park Vision Zero Action Plan

DRAFT Candidate Safety Projects: Signalized Intersections with Collisions



Element	Category	Action	Responsible Party	Timeline
Planning Culture	Leadership and Commitment	Performance indicator monitoring: Implement a monitoring process to evaluate progress of key safety performance indicators. Publicly share this data and intervene if city is not on track.	PD-Records, PW-Trans	Near/Mid
		Vision Zero coordinator + working group: Identify a staff coordinator to manage the City's Vision Zero program and convene a working group to review and coordinate on safety projects and initiatives.	PW-Trans	Near
		Safe System training: Develop and implement an ongoing Safe System training program, focused on management and key staff in City departments whose work touches transportation.	PW-Trans	Near/Mid
	Meaningful Engagement	Vision Zero website: Expand the City's existing Vision Zero project website into a program website to inform the public about Menlo Park's safety program goals and progress and the effectiveness of implemented safety projects.	PW-Trans; CMO-Comms	Near
		Materials in Spanish: Provide community engagement materials about traffic safety in Spanish for Menlo Park residents whose first language is not English.	CMO-Comms	Mid
	Data and Analysis	ACT Menlo Park process: Review the ACT Menlo Park process for reporting resident concerns to ensure that effective tracking of safety hazards and requests for safety interventions. Establish a data-driven approach for evaluating the reports/requests.	PW-Trans, PW-Maint	Mid
		Safety + asset data: Update and maintain the City's GIS inventory (Geodatabase and REMS). Actively work to improve accuracy and completeness of crash data, roadway data (e.g., sidewalks, bikeways, intersection controls, posted speed limits, signing, striping), and user volume data. With RIMS, ensure that demographic data is collected and maintained.	AS-IT, PD-Records	Long
		Innovative data: Explore opportunities to use innovative data collection and analysis approaches, such as crowdsourcing or video detection data.	PW-Trans, PD	Long
		Data dashboard: Create a data dashboard and update schedule to provide regular progress updates on Vision Zero implementation.	PD-Records	Long
	Funding	Project evaluation framework: Develop a project evaluation framework that prioritizes funding based on fatal and serious injury crash reduction opportunities, especially for underserved populations.	PW-Trans	Mid
		Grant funding: Proactively pursue grant funding to implement projects from the Vision Zero Action Plan.	PW-Trans	Ongoing
		Safety in CIP projects: Institutionalize safety considerations in all project types to systematically implement safety improvements through operations and maintenance efforts (such as repaving projects). Audit the city's Capital Improvement Program (CIP) for opportunities to enhance safety benefits of funded projects.	PW-Trans,PW-Eng	Mid
	Development Review	Safety impact assessment: Develop a process to conduct safety impact assessments of all new land use developments to identify standard safety improvements-and cost sharing opportunities.	PW-Trans,CDD-Plan	Mid/Long
	Underserved communities	Underserved communities in plans + projects: Set goals related to safety improvements for populations that have been traditionally underserved and incorporate into project planning, design, implementation, and assessment.	PW-Trans, CDD-Plan	Near
		Community design review: Continue to engage traditionally underserved communities in safety projects and programs by establishing a process of community design review for Vision Zero projects in traditionally underserved communities.	PW-Trans; CMO-Comms	Mid
CSC oversight: Use the Complete Streets Commission to help advise on safety project development and build relationships and trust with community leaders in underserved communities.		PW-Trans	Ongoing	

DRAFT Vision Zero Action Plan

Element	Category	Action	Responsible Party	Timeline
Safe Users	Education	High-risk behaviors: Focus outreach and educational programs on the behaviors and target audiences most linked to fatalities and serious injuries, including improper turning, obeying traffic signs and signals, and unsafe speeding. Leverage partnerships with community-based organizations and advocacy groups.	PD; PW-Trans, CMO-Comms	Mid/Long
		Demonstration projects: Use demonstration projects to raise awareness of new designs, encourage piloting of safety projects requiring capacity trade-offs, and solicit feedback from the public. Demonstration projects also provide opportunity to measure safety effects and encourage innovation and design flexibility.	PW-Trans	Mid
		Motorcycle/e-bike training: Facilitate training opportunities for motorcycle, e-bike riders and similar road users to encourage safe and informed riding.	PD	Mid
		SRTS curriculum: Contine to implement safe walking and biking curriculum to elementary and middle school students throughout Menlo Park.	PW-Trans, PD-SRO	Ongoing
		Youth leadership: Develop targeted engagement for middle and high school students and families in traffic safety through the Safe Routes to School program and Youth Advisory Commission, with a focus on empowering youth leadership to promote safe transportation in their school communities.	PW-Trans, LCS-YAC, PD-SRO	Near
	Enforcement	Disproportionate impact: Continue to investigate, document, and address the impacts of traffic safety enforcement and traffic safety surveillance on underserved communities. Share results of investigatation using website, Vision Zeroworking group, and other methods.	PD, CMO	Mid/Long
High-risk behaviors: Target enforcement on behaviors and locations most linked to fatalities and serious injuries, including speeding, obeying traffic signals and signs, and driving under the influence.		PD-Traffic	Near/Mid	
Safe Roadways	Collision Avoidance	Vision Zero branding: Provide clear Vision Zero branding and education messaging along the High Crash Corridors to increase awareness among travelers.	CMO-Comms, PW-Trans	Mid
		AT network: Build complete active transportation network that provides high-quality, low-stress connections to key City destinations including schools, libraries, and communy centers - supporting an age-friendly environment.	PW-Trans	Mid/Ongoing
		Priority safety projects: Prioritize implementation of the safety projects identified in this plan.	PW-Trans	Mid
	Kinetic Energy Reduction	Intersection design: Evaluate intersection design and control decisions in the planning or scoping stage for opportunities to better prioritize using design and control strategies that separate users in time and space.	PW-Trans, PW-Eng	Mid
	Policies and Tradeoffs	Functional classifications: Evaluate functional classification designations from the General Plan to identify whether any corridors should be reclassified from circulatory roads to local roadways.	PW-Trans, CDD-Plan	Long
		Signal timing: Adopt signal timing policies that prioritize pedestrian safety.	PW-Trans	Mid
		School speed zones: Design 15 mph school zones aligned with target speed in those areas.	PW-Trans	Mid/Long
		Maintenance: Routinely review maintenance conditions of infrastructure on High Crash Corridors (e.g., roadway striping, pavement condition, street sweeping) and allocate funding to support ongoing maintenance.	PW-Trans, PW-Maint, PW-Eng	Mid
		Quick builds: Systematically apply low cost safety countermeasures citywide, including through adoption of a Vision Zero Quick Build Policy to streamline and expedite project delivery.	PW-Trans	Near
		Crosswalk policy: Update the existing citywide crosswalk policy to enhance safety of pedestrian crossings.	PW-Trans	Near
	Construction detours: Develop guidance around construction detours and temporary disruptions to the transportation network to prioritize safety for people walking and biking. This may include supporting temporary changes to the street, such as creating a pathway in place of onstreet parking for the duration of the project.	PW-Trans	Mid	

Element	Category	Action	Responsible Party	Timeline
Safe Vehicles	Supportive Infrastructure	AV policy: Monitor relevant policy guidance and design guidelines that accommodate autonomous vehicles (AVs).	PW-Trans	Long
		Curbside management: Develop a curbside management strategy to reduce double parking, prevent blocked intersections, and limit user conflicts around stopped or loading vehicles.	PW-Trans	Mid
	Fleet Management	City vehicle fleet: Support safer operations of city and commercial vehicles through a plan to transition city's vehicle fleet to safety feature enhanced vehicles and an update of existing heavy duty vehicle routes to avoid high-pedestrian areas. Increase the use of alternate modes, such as e-bikes, for City tasks.	CMO-Sust, PW-Maint, PD	Long
Safe Speeds	Design and Operations	Standard plans + details: Update City standard plans and details to include best practices in speed management, (e.g., roadway geometries are designed for context-appropriate speeds).	PW-Trans, PW-Eng	Mid
		Slow streets: Identify a strategy for the designation of Slow Streets in the City, including updating the City's Neighborhood Traffic Management Program.	PW-Trans	Near
	Enforcement	Speed cameras: Monitor recently approved California pilot of speed cameras, including strategies and policy to ensure privacy. Work with representatives to advocate for legislation to allow the use of speed cameras statewide.	PD-Traffic, PW-Trans	Long
		Speed feedback signs: Increase the use of speed feedback signs along High Crash Corridors and ensure accuracy and maintenance of signage.	PW-Trans	Mid
	Policies and Programs	Speed management training: Provide speed management training focused on fatality and serious injury minimization to staff working on transportation safety. Speed management plan: Develop a comprehensive speed management plan with the goal of slowing vehicle speeds on the High Crash Corridors using tools such as speed limit reductions (as authorized by AB 43), traffic signal re-timing, installing traffic calming devices, and re-purposing travel lanes. The Plan will include complementary tools like education and outreach and high visibility enforcement to slow speeds.	PD? PW-Trans	Long Long
Post Crash Care	Crash Investigation	Collision reporting: Employ collision reporting practices that promote complete and accurate data collection and documentation of road user behavior and infrastructure.	PD-Records	Mid
		Feedback loop: Establish a feedback loop such that key insights from crash investigations are shared with roadway designers and/or influence outreach and education.	PD-Traffic, MPFPD, PW-Trans	Mid
		Near miss data: Explore ways to collect data on near misses.	PW-Trans, PD-Records	Long
	Partnerships	Data sharing: Share data across agencies and organizations, including first responders and hospitals, to develop a holistic understanding of the safety landscape and improve data accuracy to reduce the likelihood of collision underreporting.	PW-Trans, PD-Traffic, MPFPD	Mid/Long
		Rapid response team: Deploy a multi-agency rapid response team to all crash locations with a fatality or serious injury to evaluate the site for safety enhancements.	MPFPD, PD-Traffic, PW-Trans, PW-Maint	Near/Mid



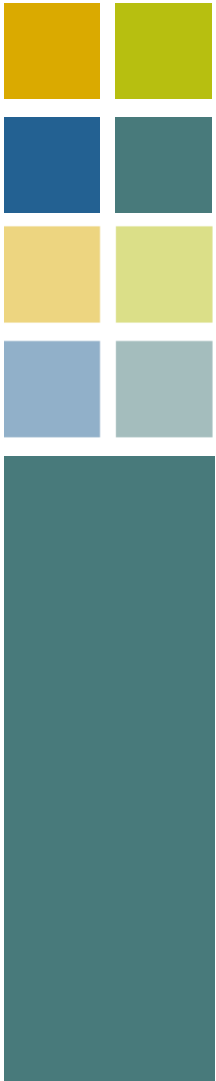
Photo Source: City of Menlo Park



FEHR & PEERS

City Council Study Session
November 7, 2023

City of Menlo Park Vision Zero Action Plan



Agenda

- Requested feedback
- Project overview
- Safety project priorities
- Draft Action Plan matrix
- Next steps



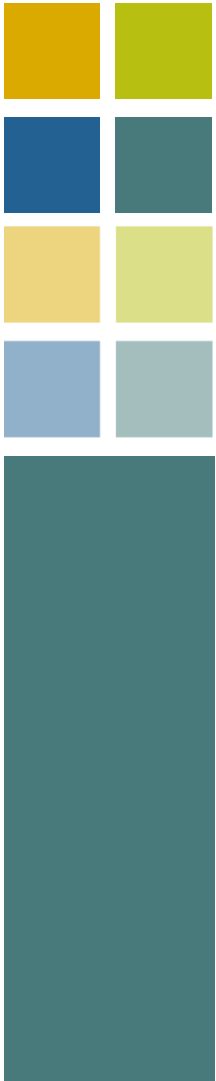
Request for City Council

Provide feedback and direction on:

- Framework used to develop priority projects
- Any gaps in or concerns about the priority projects
- List of actions
- Recommended timeframe for the actions, especially those identified as near term



Project Overview



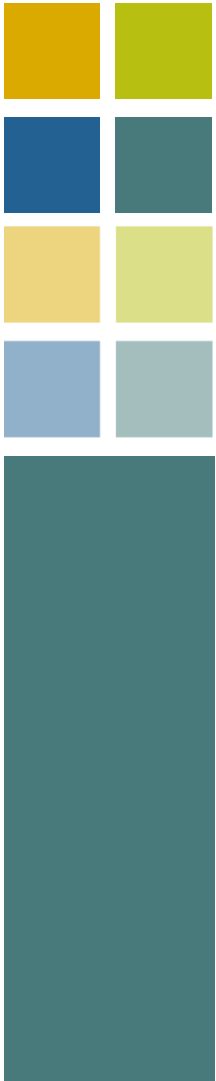
PROJECT OVERVIEW

Menlo Park's Commitment to Safety

Policy CIRC-1.1

Vision Zero. Eliminate traffic fatalities and reduce the number of non-fatal collisions by 50 percent by 2040.

CITY OF MENLO PARK GENERAL PLAN
CIRCULATION ELEMENT
ADOPTED 2016



PROJECT OVERVIEW

Vision Zero Action Plan



Gather and Analyze Safety Data

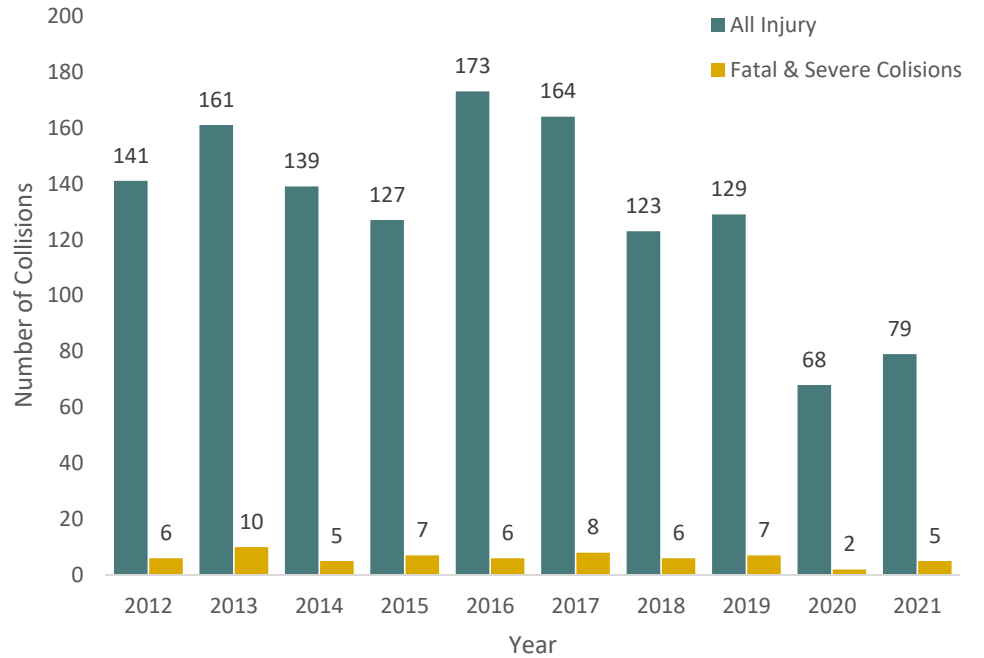


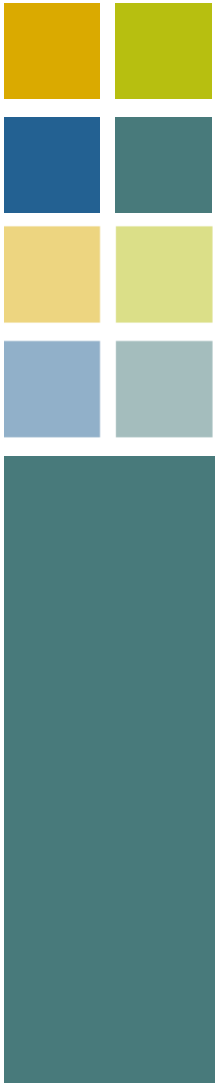
Develop Safety Strategies



Draft Vision Zero Action Plan

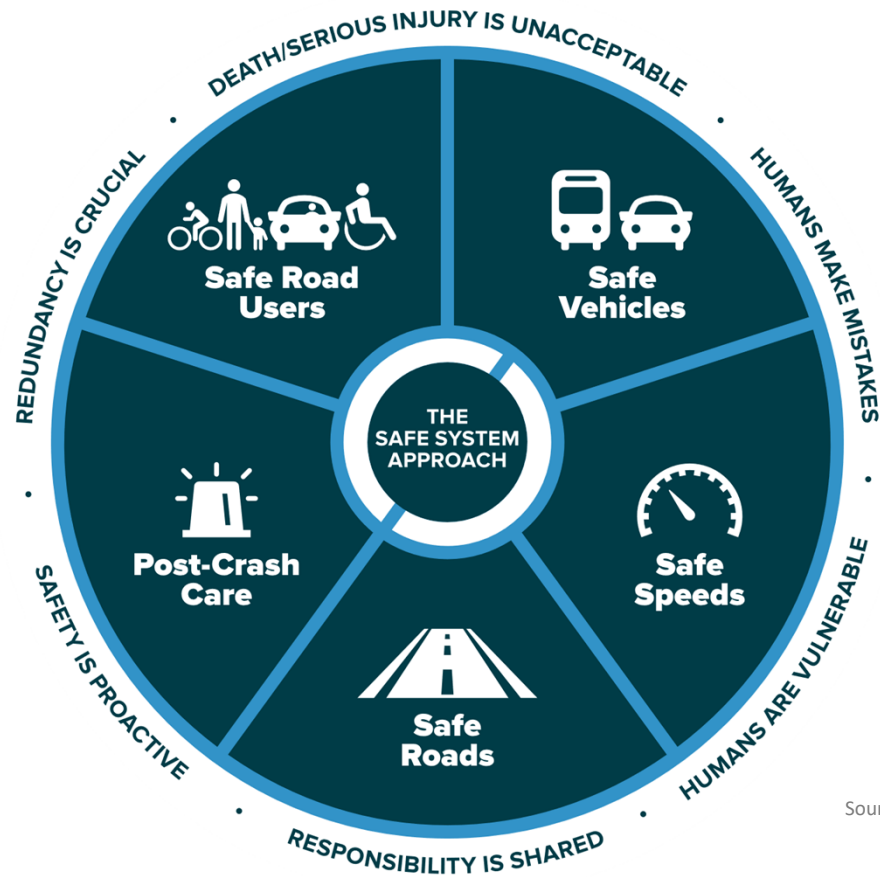
On average, 6 people per year are killed or severely injured in collisions in Menlo Park, and an additional 124 people are injured.



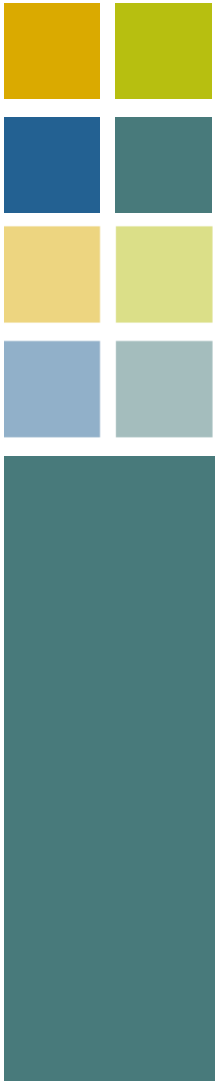


PROJECT OVERVIEW

Safe System Approach



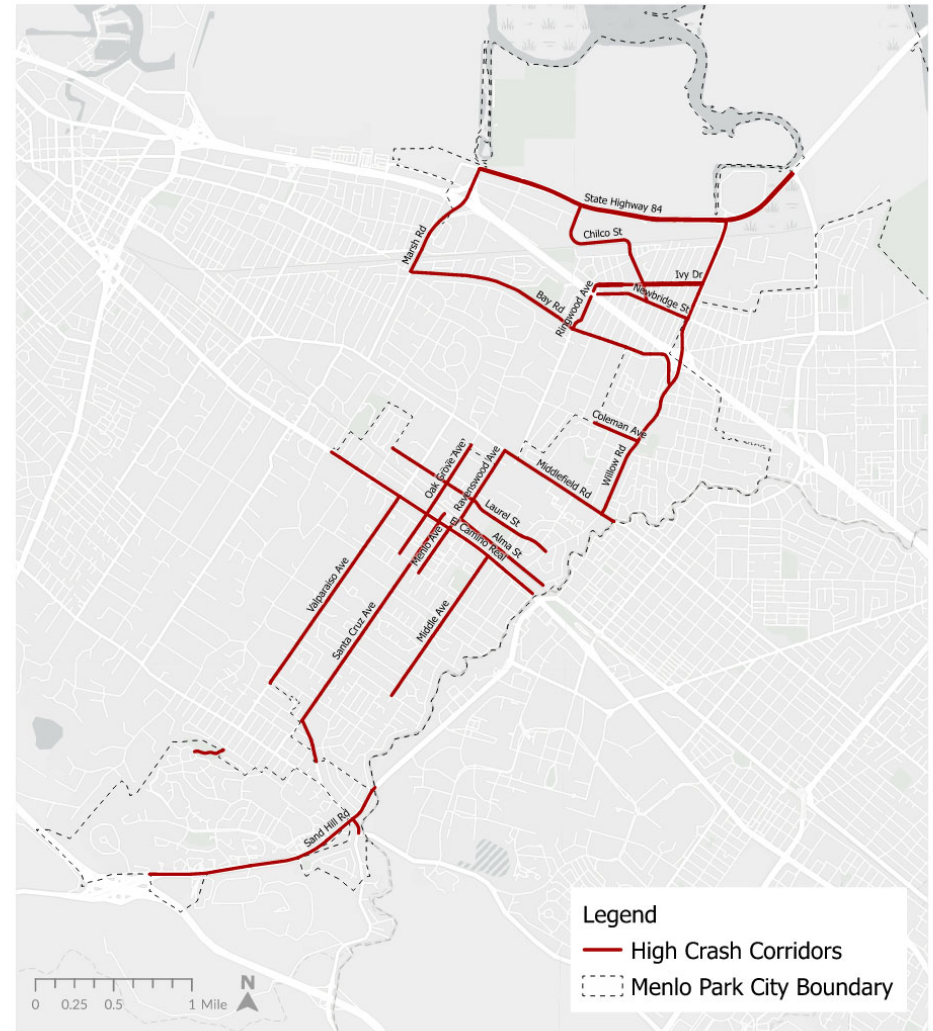
Source: FHWA

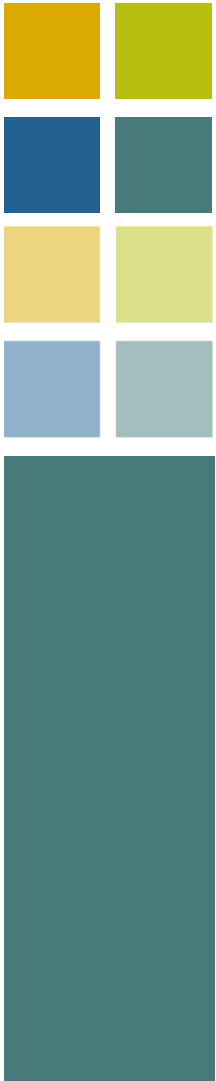


PROJECT OVERVIEW

High Collision Corridors

- 20% of roadway miles
- 83% of all injury collisions
- 93% of KSI collisions
- 71% of pedestrian collisions
- 86% of bicycle collisions





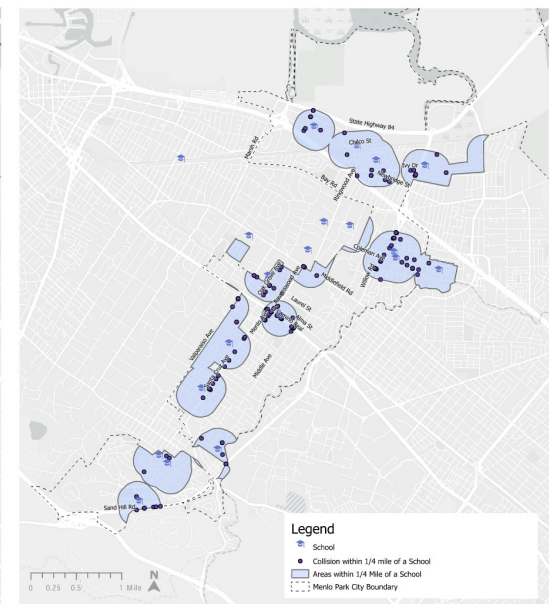
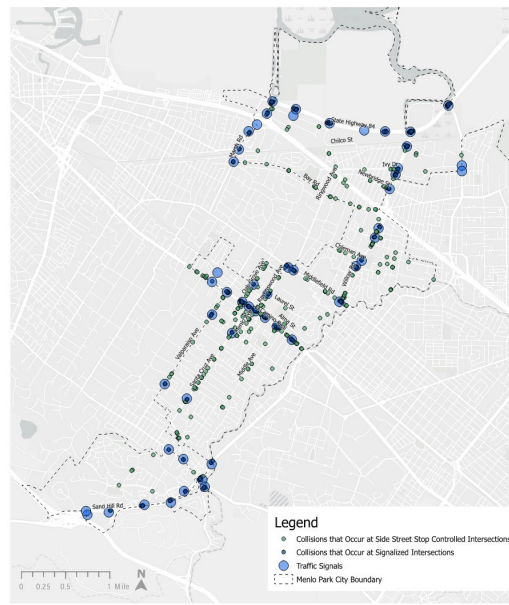
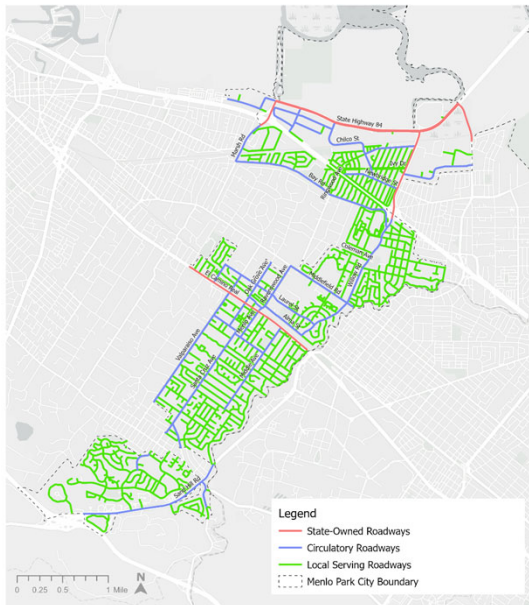
PROJECT OVERVIEW

Safety Emphasis Areas

State highways
City circulatory roads
Local roads

Side-street stops
Signals

School areas





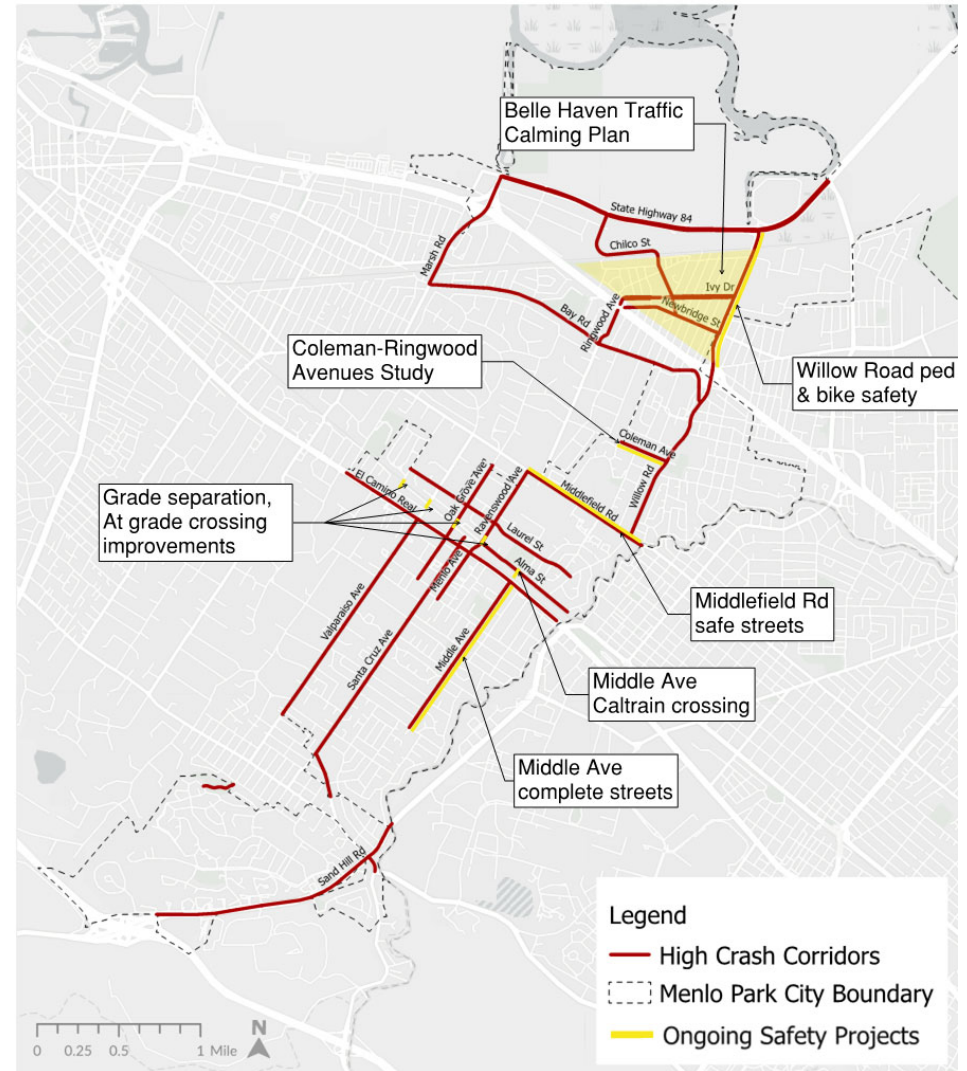
Safety Project Priorities

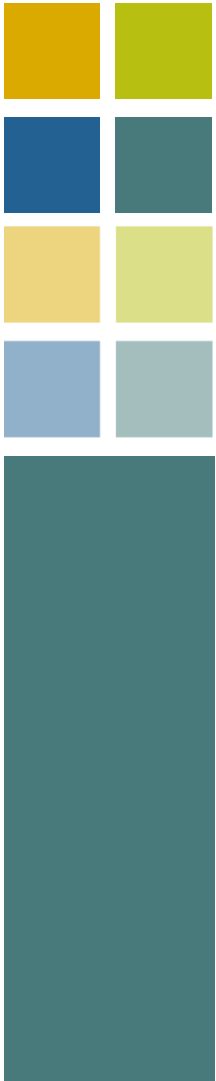


CANDIDATE SAFETY PROJECTS

Safety Projects

- Start with TMP – complete ongoing corridor projects
 - Future TMP corridor projects
 - Systemic treatments
- Local roads – proactively address safety (updated NTMP)

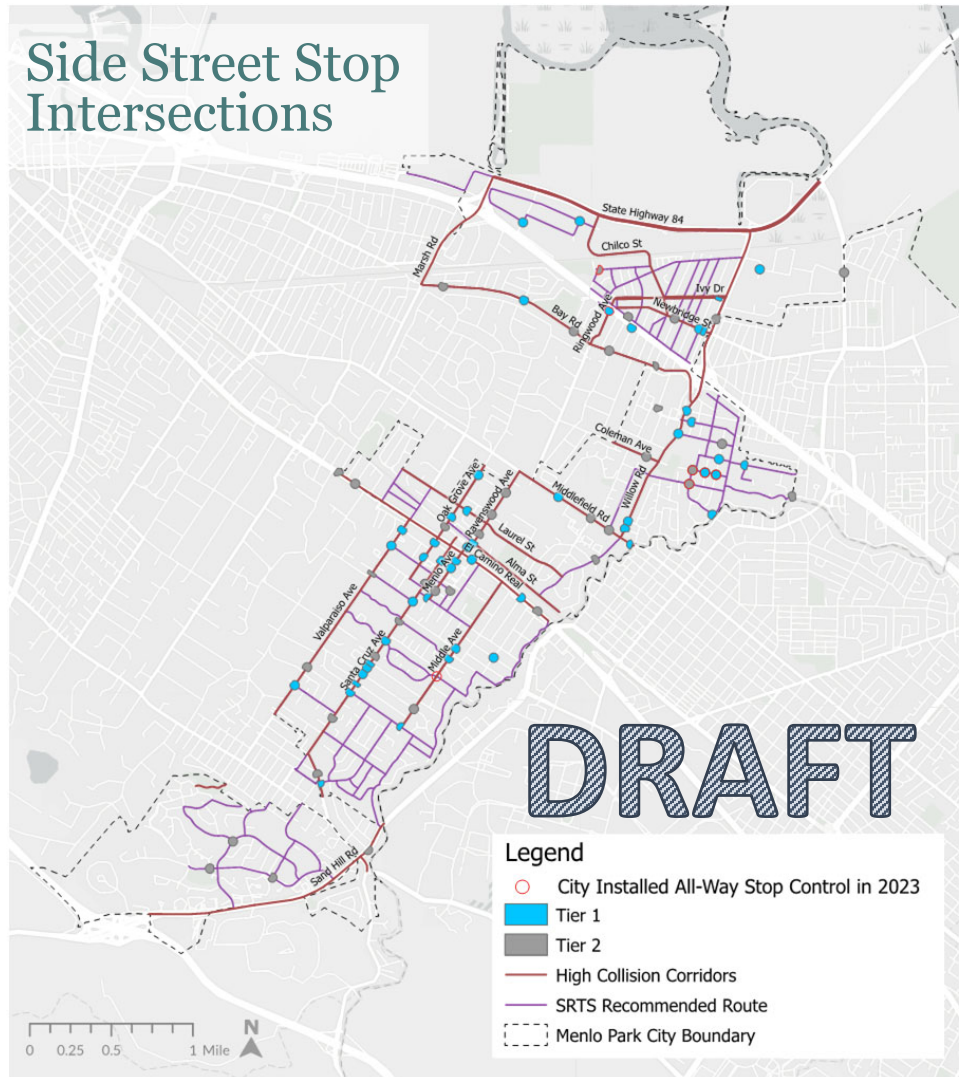


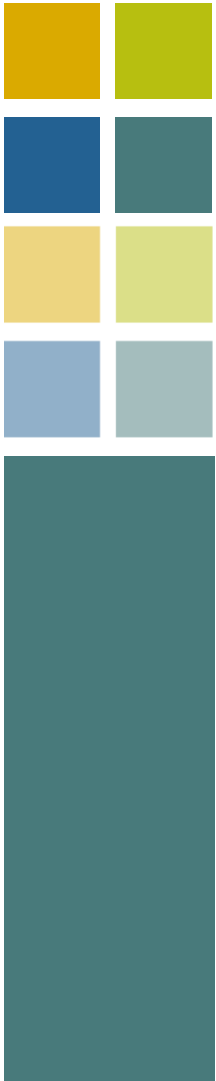


CANDIDATE SAFETY PROJECTS

Systemic Project Priorities

- Draft candidate locations
- Criteria
 - Collision density
 - Vulnerable user collisions
 - Speed
 - Cut-through traffic
 - Underserved communities

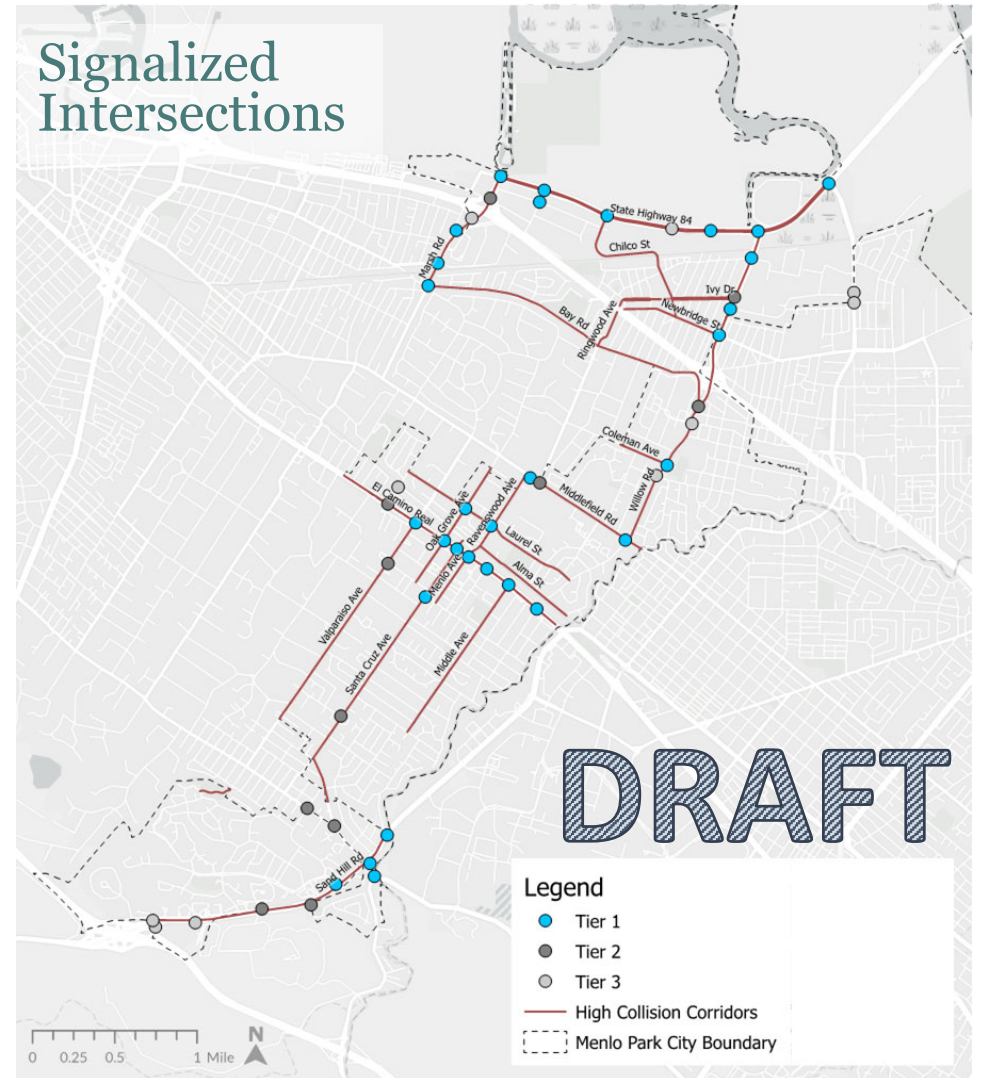




CANDIDATE SAFETY PROJECTS

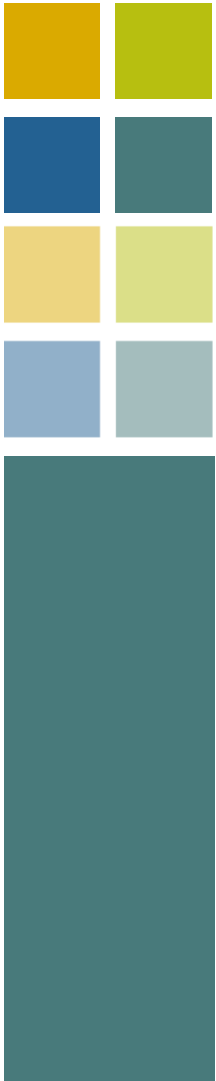
Systemic Project Priorities

- Draft candidate locations
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 - Underserved communities





Draft Action Plan Matrix



DRAFT ACTION PLAN MATRIX

Action Plan Matrix Overview

Safety Planning and Culture	Safe Users	Safe Roadways	Safe Vehicles	Safe Speeds	Post Crash Care
<ul style="list-style-type: none">•Leadership & Commitment•Meaningful Engagement•Data & Analysis•Funding•Development Review•Underserved communities	<ul style="list-style-type: none">•Education•Enforcement	<ul style="list-style-type: none">•Collision Avoidance•Kinetic Energy Reduction•Policies & Tradeoffs	<ul style="list-style-type: none">•Supportive Infrastructure•Fleet Management	<ul style="list-style-type: none">•Design & Operations•Enforcement•Policies & Programs	<ul style="list-style-type: none">•Crash Investigation•Partnerships



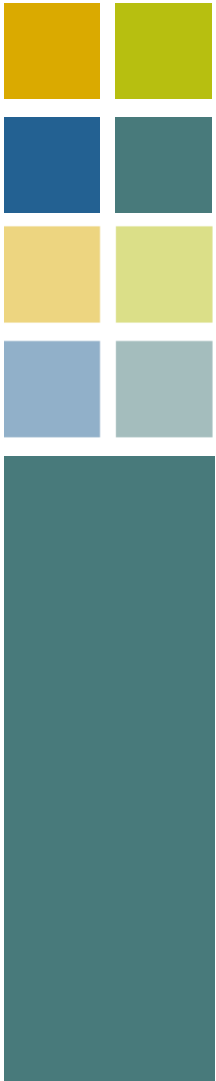
DRAFT ACTION PLAN MATRIX

Recommended Near Term Actions

Element	Near term actions (year one)
Planning culture	<ul style="list-style-type: none">• Vision zero coordinator and agency working group• Grant funding• Underserved communities in plans and projects
Safe users	<ul style="list-style-type: none">• Youth leadership• High-risk behaviors
Safe roads	<ul style="list-style-type: none">• Quick builds• Crosswalk policy
Safe speeds	<ul style="list-style-type: none">• Slow streets
Post-crash care	<ul style="list-style-type: none">• Rapid response team



Next Steps



Next Steps

- Public and stakeholder outreach (November)
- Draft final plan (December)
- Presentation of draft plan to Complete Streets Commission (December 13, 2023)
- Tentative Plan adoption (January 9, 2024)
- MenloPark.gov/VisionZero



Request for City Council

Provide feedback and direction on:

- Framework used to develop priority projects
- Any gaps in or concerns about the priority projects
- List of actions
- Recommended timeframe for the actions, especially those identified as near term



Thank you!



STAFF REPORT

City Council

Meeting Date: 11/7/2023

Staff Report Number: 23-249-CC

Informational Item: City Council agenda topics: November – December 5, 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 Dec. 5. 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: November – December 5, 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	Adopt a resolution to ratify the successor agreement between the City of Menlo Park and the American Federation of State, County and Municipal Employees, Local 829 expiring June 30, 2026	ASD	Regular	Adopt resolution
2	Approve the salary adjustments for Confidential employees effective concurrently with unit-wide adjustments made to the AFSCME bargaining unit	ASD	Regular	Adopt resolution
3	Adopt labor side letters to modify City medical contributions for 2024	ASD	Regular	Adopt resolution
4	Adopt a resolution for compensation adjustments with unrepresented management	ASD	Regular	Adopt resolution
5	Adopt a resolution to amend the City's Salary Schedule	ASD	Regular	Adopt resolution
6	Update on fiscal year 2022-23 year-end budget actuals	ASD	Informational	Receive and file
7	Adopt a resolution to amend BMR (below market rate) guidelines regarding resale of ownership units	CDD	Consent	Adopt resolution
8	Approval of \$118,000 Rebuilding Together Peninsula Funding Agreement	CDD	Consent	Approve
9	Intro and waive the first reading of the Housing Element implementation zoning ordinance amendments and rezonings	CDD	Regular	First read/intro ordinance
10	Waive the second read and adopt the Housing Element implementation zoning ordinance amendments and rezonings	CDD	Consent	Second read/adopt ordinance
11	Adopt a resolution approving the 2024 City Council regular meeting schedule	CMO	Consent	Adopt resolution
12	Adopt a resolution authorizing submittal of application for CalRecycle payment programs and related authorizations	CMO	Consent	Adopt resolution
13	Adopt a resolution to participate in Peninsula Clean Energy's Solar and Storage on Public Building Program	CMO	Consent	Adopt resolution
14	Provide direction on the City Council procedures manual	CMO	Study Session	Direction to staff
15	Transmittal of city attorney billing (Sept 2023)	CMO	Informational	No action
16	Authorize the Mayor to sign a letter to the California High Speed Rail Authority requesting reimbursement for the cost of installing four quadrant gates	CMO, PW	Consent	Approve
17	Accept continued grant funding from California Department of Education to support Belle Haven Child Development Center operations	LCS	Consent	Adopt resolution
18	Select naming and/or dedications for the Menlo Park Community Campus (MPCC)	LCS	Regular	Approve
19	Authorize the city manager to execute an amendment to the services agreement with Aptim for ongoing operations and maintenance at the Bedwell Bayfront park landfill	PW	Consent	Contract award or amend
20	Continental Water Line Replacement, Construction Agreement	PW	Consent	Approve
21	Grant of utility easements at Menlo Park Community Campus (MPCC)	PW	Consent	Adopt resolution
22	Provide direction on level of service analysis in traffic impact analysis	PW	Study Session	Direction to staff
23	Update on the five-year street resurfacing plan	PW	Informational	Direction to staff
24	Closed session: anticipated litigation	PW, LCS	Closed Session	No action