



## SPECIAL AND REGULAR MEETING AGENDA

**Date:** 7/11/2023  
**Time:** 5:30 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](mailto: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](mailto: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](http://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](http://menlopark.gov/agendas))

### Special Session

- A. Call To Order**
- B. Roll Call**
- C. Closed Session**
- C1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Government Code § 54956.9)  
Foster v. City of Menlo Park (Case No. 3:22-cv-09109-AGT)  
Claimant: Genifer Foster  
Not a California Environmental Quality Act (CEQA) project.

## Regular Session

### D. Call To Order

### E. Roll Call

### F. Report from Closed Session

### G. Agenda Review

### H. Public Comment

Under "Public Comment," the public may address the Commission on any subject not listed on the agenda. Each speaker may address the Commission once under Public Comment for a limit of three minutes. The Commission cannot act on items not listed on the agenda and, therefore, the Commission cannot respond to non-agenda issues brought up under Public Comment other than to provide general information.

### I. Presentations and Proclamations

- I1. Proclamation: July as Parks and Recreation Month ([Attachment](#))  
Not a CEQA project.

### J. Study Session

- J1. Provide feedback on an update to the preferred concept for the Middle Avenue Caltrain crossing design ([Staff Report #23-160-CC](#)) ([Presentation](#))

Not a CEQA project.

- J2. Provide direction on potential revenue-generating ballot measures ([Staff Report #23-170-CC](#))  
Not a CEQA project. ([Presentation](#))

### K. Consent Calendar

- K1. Authorize the city manager to execute an agreement with Housing Group LLC, DBA HousingINC to provide below market rate housing program administration services ([Staff Report #23-156-CC](#))  
Not a CEQA project.

- K2. Authorize the city manager to execute an amendment to the professional services agreement with Team Sheeper, Inc. for continued operation of Burgess Pool through Sept. 30  
([Staff Report #23-157-CC](#))  
Not a CEQA project.

- K3. Award a construction contract to Suarez & Munoz Construction, Inc., for the Willow Oaks and Burgess Parks Improvement projects ([Staff Report #23-164-CC](#))  
Determine this action is categorically exempt under California Environmental Quality Act Guidelines §§15301 and 15304 exemption for existing facilities.

- K4. Waive second reading and adopt an ordinance adding Menlo Park Municipal Code Chapter 8.05 to require zero emission landscaping equipment (ZELE) ([Staff Report #23-158-CC](#))  
Not a CEQA project.
- K5. Adopt a resolution to approve an electric gardening equipment rebate program ([Staff Report #23-169-CC](#))  
Not a CEQA project.
- K6. Authorize the city manager to enter into a contract with David J. Powers & Associates, Inc. to prepare an environmental impact report, traffic impact analysis and housing needs assessment for the proposed 99-unit multi-family residential development project at 3705 Haven Ave. for the amount of \$228,995 and future augments as may be necessary to complete the environmental review, traffic impact analysis, and housing needs assessment for the proposed project ([Staff Report #23-165-CC](#))  
Not a CEQA project.
- K7. Adopt a resolution authorizing the city manager to sign an agreement with the California Energy Commission to accept \$4.5 million in state funds for a citywide electrification project ([Staff Report #23-159-CC](#))  
Not a CEQA project.
- K8. Authorize the city manager to execute a public improvement and reimbursement agreement for waterline construction related to the 1350 Adams Ct. project ([Staff Report #23-166-CC](#))  
Not a CEQA project.

## **L. Public Hearing**

- L1. Introduce and waive the first reading of an ordinance amending Sections 16.43.070, 16.44.070, and 16.45.070 of Title 16 of the Menlo Park Municipal Code to clarify the process for determining the appraised value of bonus level developments and the required community amenities value for bonus level development projects in the O (Office), L-S (Life Sciences), and R-MU (Residential Mixed-Use) zoning districts, and adopt a resolution updating the previously adopted community amenities list for bonus level developments in the Bayfront Area ([Staff Report #23-155-CC](#))  
Determine that the ordinance amendments and the update to the community amenities list are exempt from the provisions of the 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 this ordinance and updated community amenity list may have a significant effect on the environment, and pursuant to CEQA Guidelines §15183 (consistent with the general plan and zoning). ([Presentation](#))

## **M. Regular Business**

- M1. Waive the first reading and introduce an ordinance requiring safe storage of firearms in residences ([Staff Report #23-167-CC](#)) ([Presentation](#))  
Not a CEQA project.
- M2. Adopt a resolution to ratify the successor agreement between the City of Menlo Park and the Service Employees International Union Local 521 expiring June 30, 2026

([Staff Report #23-154-CC](#))  
Not a CEQA project.

- M3. Adopt a resolution to amend the salary schedule effective July 16, 2023  
([Staff Report #23-168-CC](#))  
Not a CEQA project.

## **N. Informational Items**

- N1. City Council agenda topics: August 15 – August 29 ([Staff Report #23-171-CC](#))  
Not a CEQA project.
- N2. Update on the next steps to reduce speed limits on residential streets ([Staff Report #23-161-CC](#))  
Not a CEQA project.
- N3. Transmittal of city attorney billing ([Staff Report #23-162-CC](#))  
Not a CEQA project.
- N4. Summary of Environmental Justice and Safety Elements feedback from June 20 joint Planning Commission/City Council study session and next steps ([Staff Report #23-163-CC](#))  
Not a CEQA project.

## **O. City Manager Report's**

## **P. City Councilmember Reports**

## **Q. Closed Session**

- Q1. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION  
Paragraph (1) of subdivision (d) of Section 54956.9)  
Name of case: Tobias Kunze and Liliana Kunze Briseno v. City of Menlo Park (Case No. 3-CIV-00590)  
Not a CEQA project.

## **R. Adjournment**

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

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

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

Any writing that is distributed to a majority of the commission by any person in connection with an agenda item is a public

record (subject to any exemption under the Public Records Act) and is available by request by emailing the city clerk at [jaherren@menlopark.gov](mailto:jaherren@menlopark.gov). Persons with disabilities, who require auxiliary aids or services in attending or participating in commission meetings, may call the City Clerk's Office at 650-330-6620.

Agendas are posted in accordance with California Government 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](http://menlopark.gov/agendas) and can receive email notification of agendas by subscribing at [menlopark.gov/subscribe](http://menlopark.gov/subscribe). Agendas and staff reports may also be obtained by contacting the city clerk at 650-330-6620. (Posted: 7/6/2023)

# Proclamation

## PARKS AND RECREATION MONTH JULY 2023

WHEREAS, parks and recreation are an integral part of communities throughout this country, including the City of Menlo Park; and

WHEREAS, parks and recreation promote health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS, parks and recreation promote time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimers; and

WHEREAS, parks and recreation encourage physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS, park and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

WHEREAS, parks and recreation increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation are fundamental to the environmental well-being of our community; and

WHEREAS, parks and recreation are essential and adaptable infrastructure that help our communities be resilient in the face of natural disasters and climate change; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, the City of Menlo Park recognizes the benefits derived from parks and recreation resources; and

**NOW, THEREFORE, BE IT PROCLAIMED** I, Jen Wolosin, Mayor of the City of Menlo Park, recognize July as Parks and Recreation Month in the City of Menlo Park.

---

Jen Wolosin, Mayor  
July 11, 2023



**STAFF REPORT**

**City Council**

**Meeting Date:**

**7/11/2023**

**Staff Report Number:**

**23-160-CC**

**Study Session:**

**Provide feedback on an update to the preferred concept for the Middle Avenue Caltrain crossing design**

**Recommendation**

Staff recommends that the City Council provide feedback on an updated preferred concept for the Middle Avenue Caltrain undercrossing project that addresses Caltrain requirements for the crossing (Attachment A).

**Policy Issues**

The Middle Avenue Caltrain crossing project (project) is consistent with policies stated in the 2016 general plan circulation element, the El Camino Real and Downtown specific plan and is included in the City's capital improvement program (CIP). These policies seek to maintain a safe, efficient, attractive, user-friendly circulation system that promotes a healthy, safe and active community and quality of life throughout Menlo Park.

In 2021, the City Council identified the Middle Avenue Caltrain crossing project (project) and the Middle Avenue complete streets project as a combined priority. On March 18, the City Council established goals for fiscal year 2023-24. This project supports the safe streets and activating downtown goals.

**Background**

On July 20, 2016, the San Mateo County Transportation Authority programmed \$490,000 from the Measure A Pedestrian and Bicycle Program for the preliminary engineering and environmental clearance phases of the project. The City hired AECOM Technical Services, Inc. (AECOM) to conduct community engagement, prepare 30% design documents, and complete required environmental analysis. Staff coordinated with Caltrain on design criteria and the electrification of the corridor.

On Aug. 27, 2019, the City Council unanimously passed a motion to select Concept 3 (Attachment B) as the preferred alternative for the crossing. The preferred concept included an undercrossing approximately 10 to 12 feet below the street/plaza elevation generally aligned with Middle Avenue as it extends into 500 El Camino Real (Stanford's Middle Plaza development) and connecting to Burgess Park across Alma Street.

On Jan. 28, 2020, the City Council certified the project environmental document, an addendum to the El Camino Real and Downtown specific plan environmental impact report (EIR), and approved the 30% project plans. Since approval of the design and environmental review, staff have been working with Caltrain to advance the project into final design and construction. The City executed an agreement with Caltrain in December 2021 to conduct preliminary review of the preferred design.

On Jan. 11, 2022, the City Council adopted Resolution No. 6690 authorizing the city manager to execute a

purchase and sale agreement (PSA) with Menlo Station Development, LLC, for a portion of 700-800 El Camino Real (APN 071-333-200) to support implementation of the Middle Avenue pedestrian and bicycle rail crossing. The ramps that connect the undercrossing to Middle Plaza will be located on this property. On May 1, the Planning Commission recommended approval of a planned development permit revision for 700-800 El Camino Real to reduce the amount of required parking, which was subsequently approved by City Council May 23. The closing of the real estate transaction is scheduled to occur in April 2024.

On April 4, the City Council approved a service agreement with Caltrain to advance into final design, including identifying the appropriate contracting method for construction, developing requests for proposal for final design, and developing a memorandum of understanding about the execution of final design and construction.

## Analysis

The initial concept design for the undercrossing focused on providing the best possible crossing experience for pedestrians that would ultimately meet Caltrain design requirements. Staff sought to minimize the depth and length of the tunnel to provide as much natural light and visibility into the crossing and to minimize the length and slope of the ramps needed to access the crossing. The design also worked around several utilities that run parallel to and across the tracks, including Menlo Park Municipal Water and Cal Water mains that connect to the San Francisco Public Utilities Commission water line, a West Bay sewer line, two fiber optic lines, and electrical lines (both underground and overhead).

Caltrain staff were engaged throughout the design process and provided feedback on the City Council adopted concept without making a formal determination on the design. As part of this review, staff asked to advance construction of the tunnel while Caltrain's electrification project was ongoing but not active within Menlo Park). Due to contract requirements and the need of Caltrain staff to support electrification, the City was required to delay construction until after electrification was in operation (after construction and testing).

As the initial Middle crossing concept was nearing completion, Caltrain began development of a Rail Corridor and Use Policy (RCUP) (Attachment C), which was adopted Feb. 6, 2020. The RCUP provides a framework for determining the use of Caltrain owned right-of-way based on compatibility with current and potential future railroad needs. Any proposals to use Caltrain right-of-way for any purpose, including a proposed pedestrian and bicycle undercrossing, must go through the Property Access Agreement Process, including a review of compatibility with the RCUP policy. However, because Menlo Park initiated the project before the development of the RCUP, Caltrain staff provided an exception for the Middle Avenue Caltrain crossing project (Attachment D).

As part of the design review initiated in December 2021, Caltrain identified two constraints to the design of the project. The first requirement from Caltrain was to require use of a construction method that does not disrupt train service. The initial design proposed to use a 'cut and cover' method of construction, which would have removed a section of track, placed the tunnel and restored the track. Cut and cover construction would have required taking trains out of service over one or more weekends. Removing and replacing the high voltage electrical wires and related infrastructure would add significant cost and could lead to more extensive disruption of rail service. Alternative construction methods, such as pushing a preformed tunnel segment under the tracks (called 'jack and bore'), requires more space between the railroad tracks and the top of the tunnel. The final construction method will be selected as part of the contracting process.

The second requirement is for ramps to access the tunnel to be located outside the Caltrain right of way. Caltrain has an approximately 90-foot wide corridor in the location of the project, widening to 100 feet just south of the property the City is purchasing. In the RCUP, the land Caltrain owns adjacent to the tracks



between San Francisquito Creek and Ravenswood Avenue is classified as “Non-operating with Service Vision“, which means the right-of-way is not used for railroad tracks, but is preserved for potential future service expansion. In the RCUP, this type of right-of-way cannot be used for any permanent purpose without approval of the Caltrain Board, including ramps or stairs to access a crossing. Caltrain staff have indicated that the RCUP exception letter (Attachment D) applies only to the tunnel, not the ramps, and that Caltrain staff would not support a request for an exception to the Caltrain Board, which could add significant delay to the project without a guarantee that the City would be able to retain the City Council adopted design.

Caltrain’s RCUP preserves the right-of-way between the Creek and Ravenswood Avenue to support grade separation projects in Menlo Park or Palo Alto Avenue in Palo Alto, specifically for potential shoofly tracks (i.e., the temporary tracks that carry the rail during construction). The adopted preferred alternative for the Menlo Park grade separation project would place the shoofly tracks on the El Camino Real side of the tracks due to the limited right-of-way available along the corridor. North of Ravenswood Avenue, the Caltrain corridor narrows to about 60 feet wide, which does not provide sufficient room for shoofly tracks within the Caltrain right-of-way. There is space to place shoofly tracks along the entire corridor on the El Camino Real side of the tracks without removing any buildings, which minimizes the cost and impact of property acquisition. The Palo Alto Avenue grade separation is currently on hold while Palo Alto pursues other grade separation projects south of the Palo Alto station. However, the El Palo Alto redwood tree (the City of Palo Alto symbol) and a pedestrian and bicycle bridge are also located on the Alma Street side of the tracks.

Lengthening the tunnel in the initially proposed location would require other design compromises, including potentially removing the stairs from the Alma Street side. Staff explored shifting the tunnel location to address these issues and recommends the location identified in Attachment A (about 50 feet to the south of the approved location). This allows for the continued inclusion of stairs on the Alma Street side of the tunnel and better aligns the pedestrian crossings of Alma Street to pedestrian paths within Burgess Park and Burgess Street.

Staff also asked if a portion of the tunnel on the Alma Street side could be left uncovered once clear of the tracks to increase the amount of natural light into the tunnel if the City committed to installing a structural covering when the right-of-way is required for rail needs. Caltrain staff are willing to evaluate this approach if the City can demonstrate that this does not impact the potential future use of the right-of-way. Ultimately, the Caltrain Board would need to approve an uncovered tunnel segment as an exception to the RCUP policy. Attachment E provides a cross section of the tunnel that identifies the relevant section that may be able to be left uncovered in the short term.

Table 1 summarizes the differences between the City Council adopted and updated designs.

<b>Item</b>	<b>City Council adopted design</b>	<b>Updated design</b>
Tunnel location	Near the northern edge of the 800 El Camino Real property	~50 feet south
Tunnel length	64 feet	90 feet
Top of tunnel (under rail)	Two feet*	Five feet
Tunnel width	20 feet	20 feet
Ramp width (Alma side)	14 feet	13 feet
Sidewalk width (Alma side)	10 feet	7 ½ feet, 10 feet by ramp/stair entrances
Ramp width (Middle Plaza side)	14 feet	14 feet
Utility relocations	Two fiber lines	Two fiber lines, portions of Cal Water line, portions of West Bay sewer line
Tree removals**	20 total	29 total
Alma side	11	14
El Camino Real side	9	15
Heritage	6	11

\* The initial 30% design showed 2 feet between the rail and the tunnel, but Caltrain’s design guidelines at the time required 3 feet of cover. Staff had planned to request an exception, but is no longer considering one.

\*\* The use of the City right-of-way for ramps and stairs may also limit where replacement tree plantings are possible

To help the community understand the physical changes proposed, staff installed ‘story poles’ to designate the end of the tunnel on the Alma Street side. Staff is developing a storyboard that will be placed at the location to help residents visualize the project. Attachment F provides a photograph of the story pole installation.

**Impact on City Resources**

The 2020 Project Study Report estimated the total cost, including design and right-of-way acquisition, at \$21.5 million, including cost escalation through 2025. AECOM’s estimates an additional \$3 to \$4 million for the required design changes (construction method, length and depth) and \$1 million for additional utility relocations. Most of the increase is due to the greater complexity of the construction method. Actual right-of-way purchase costs, as agreed in the PSA are about \$500,000 lower than the initial estimate. The estimated total construction cost is between \$24 and \$28 million, depending on the specific construction method used to build the tunnel. Table 2 summarizes the expected cost increase from the design changes.

Table 2: Updated project cost estimate*			
Item	Original estimate	Design update	
		Low	High
Construction	\$5,610,000	\$7,326,000	\$10,326,000
Utility relocation	\$6,400,000	\$7,329,000	\$7,329,000
Right of way acquisition	\$4,340,000	\$3,900,000	\$3,900,000
Soft costs (design, construction administration)	\$2,200,000	\$2,200,000	\$2,200,000
Contingency/escalation	\$3,000,000	\$3,664,000	\$4,414,000
<b>Total</b>	<b>\$21,550,000</b>	<b>\$24,419,000</b>	<b>\$28,169,000</b>

\* Note: costs are preliminary and may change based on Caltrain’s review and selection of construction method.

The City has secured \$21.8 million in funding to date for the project from all sources (Table 3), leaving a gap of between \$3 and \$7 million to complete the project.

Table 3: Middle undercrossing funding plan			
Funding	Source	Amount	Phase
Measure A/W Pedestrian/Bicycle Program	San Mateo County Transportation Authority	\$1,130,000	Design
Middle Plaza development agreement contribution	Private, Stanford University	\$5,000,000	Construction
Transportation impact fees	City of Menlo Park	\$5,658,334	Design, construction, right-of-way
Stanford University recreational mitigation grant	Santa Clara County	\$1,000,000	Construction
One Bay Area Grant – Third Cycle (OBAG-3)	Metropolitan Transportation Commission	\$5,000,000	Construction
Federal omnibus budget bill	USDOT	\$4,000,000	Construction
<b>Total</b>		<b>\$21,788,334</b>	

The City continues to pursue grants to fill this gap, including a potential additional \$870,000 in funding from the San Mateo County Transportation Authority (SMCTA) Measure A Pedestrian and Bicycle Program. The project has already received \$1,130,000 from this source and can receive a maximum of \$2 million for one project. Other potential sources could include potential Federal, state, and regional grants or additional funding from City transportation funds including Measure A or W sales tax funds or other sources.

**Environmental Review**

The construction of the project is within the scope of the El Camino Real and Downtown specific plan EIR, State Clearinghouse No. 2009122048 (Specific Plan EIR), certified by City Council June 5, 2012, consistent with CEQA Guidelines §15168. The City prepared an addendum to the Specific Plan EIR because changes and additions to the document were necessary, but none of the conditions described in §15162 of the California Environmental Quality Act (CEQA) Guidelines calling for the preparation of a subsequent EIR

occurred. On Jan. 28, 2020, the City Council certified an addendum to the Specific Plan EIR, which analyzed potential impacts from the implementation of the Middle Avenue pedestrian and bicycle rail crossing project as provided for under §15164 of the CEQA Guidelines.

### **Public Notice**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting. Staff also distributed information about the proposed design changes to on the City's website and via the Weekly Digest and sent an email to individuals who have participated in past events for the project.

### **Attachments**

- A. Updated preferred concept design
- B. Adopted preferred concept design
- C. Hyperlink – Caltrain RCUP – [caltrain.com/projects/rail-corridor-use-policy-rcup](https://caltrain.com/projects/rail-corridor-use-policy-rcup)
- D. Letter to City staff exempting the Middle Avenue pedestrian and bicycle undercrossing from the Caltrain RCUP
- E. Tunnel cross section
- F. Photo of tunnel portal story poles exhibit

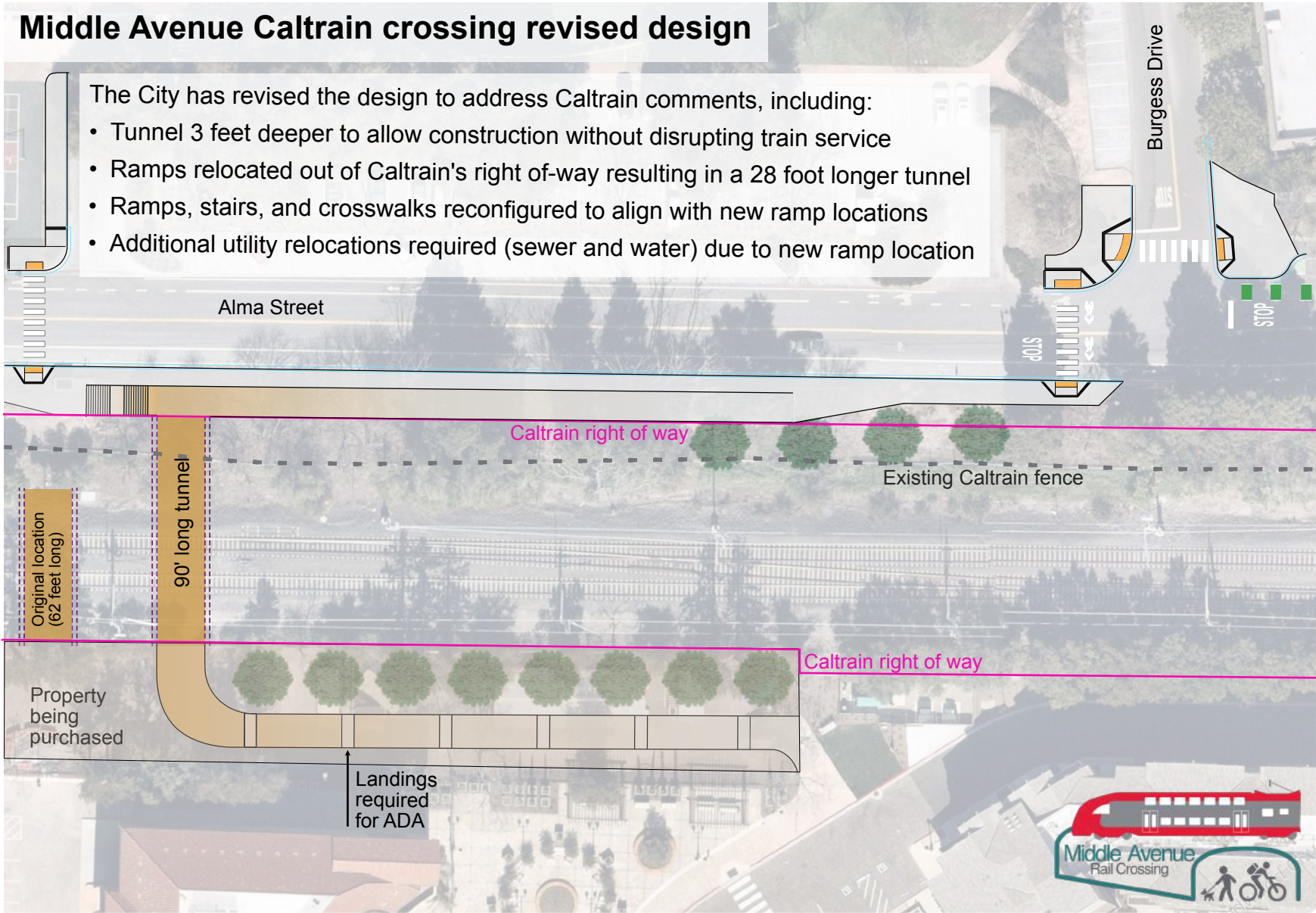
Report prepared by:  
Hugh Louch, Assistant Public Works Director – Transportation

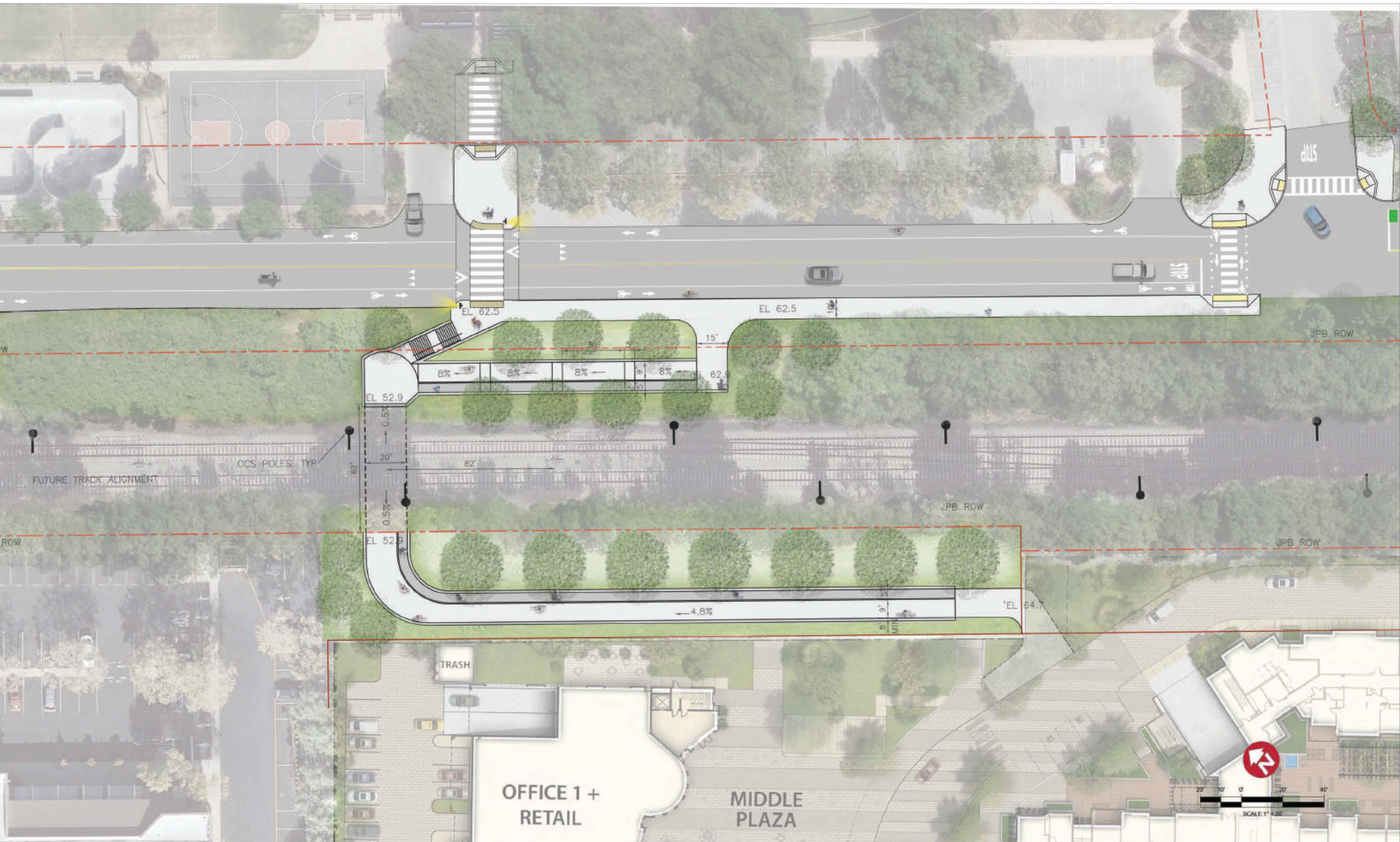
Report reviewed by:  
Nikki Nagaya, Deputy City Manager

### Middle Avenue Caltrain crossing revised design

The City has revised the design to address Caltrain comments, including:

- Tunnel 3 feet deeper to allow construction without disrupting train service
- Ramps relocated out of Caltrain's right of way resulting in a 28 foot longer tunnel
- Ramps, stairs, and crosswalks reconfigured to align with new ramp locations
- Additional utility relocations required (sewer and water) due to new ramp location







DAVE PINE, CHAIR  
DEVORA "DEV" DAVIS, VICE CHAIR  
CHERYL BRINKMAN  
JEANNIE BRUINS  
CINDY CHAVEZ  
RON COLLINS  
CHARLES STONE  
SHAMANN WALTON  
MONIQUE ZMUDA

JIM HARTNETT  
EXECUTIVE DIRECTOR

February 5, 2020

Nicole Nagaya  
Assistant Public Works Director  
City of Menlo Park  
701 Laurel Street  
Menlo Park, CA 94025

Dear Ms. Nagaya,

The purpose of this letter is to document progress made on the Middle Avenue pedestrian and bicycle undercrossing since December 2018 and inform the City of Menlo Park about a JPB policy that will alter the Property Access Agreement process for proposed uses of JPB property going forward. As discussed below, this new policy would not apply to the already in-progress Middle Avenue crossing. We are sending you this letter both to document this determination and to provide an explanation of the policy for your awareness on future issues.

City staff has been coordinating closely with Caltrain on the planning and design of the Middle Avenue pedestrian and bicycle undercrossing since the City revived the proposed project in December 2018. On August 27, 2019, Menlo Park City Council selected a preferred alternative (Concept 3) for the Middle Avenue crossing. Since then, City staff has worked towards 30% design plans and the completion of environmental documents. Simultaneously, City staff has coordinated with Caltrain on the relocation of overhead centenary system (OCS) poles to avoid any conflict within the preferred crossing location.

Concurrent to the Middle Avenue project, the JPB has been developing a Rail Corridor Use Policy (RCUP), which, after adoption, will be used at the beginning of the Property Access Agreement process to determine if a proposed use of JPB property is compatible with the railroad's current and future needs. Proposed for adoption by the JPB on February 6, 2020, the RCUP will provide a policy framework that supports the delivery of Caltrain's long-term service vision and establishes a process for considering and approving proposed uses and projects on JPB property. Once the RCUP adopted, it is anticipated that all "non-railroad uses" of JPB property – that is uses of property that are not directly critical to the safe operation of the railroad or crucial for the delivery of

rail service – will be subject to the RCUP review process to ensure their compatibility with the railroad’s current and future needs. This will include review of new access facilities that are proposed to be located below, on, or above JPB property, such as new under- or over-crossings for pedestrians and bicyclists.

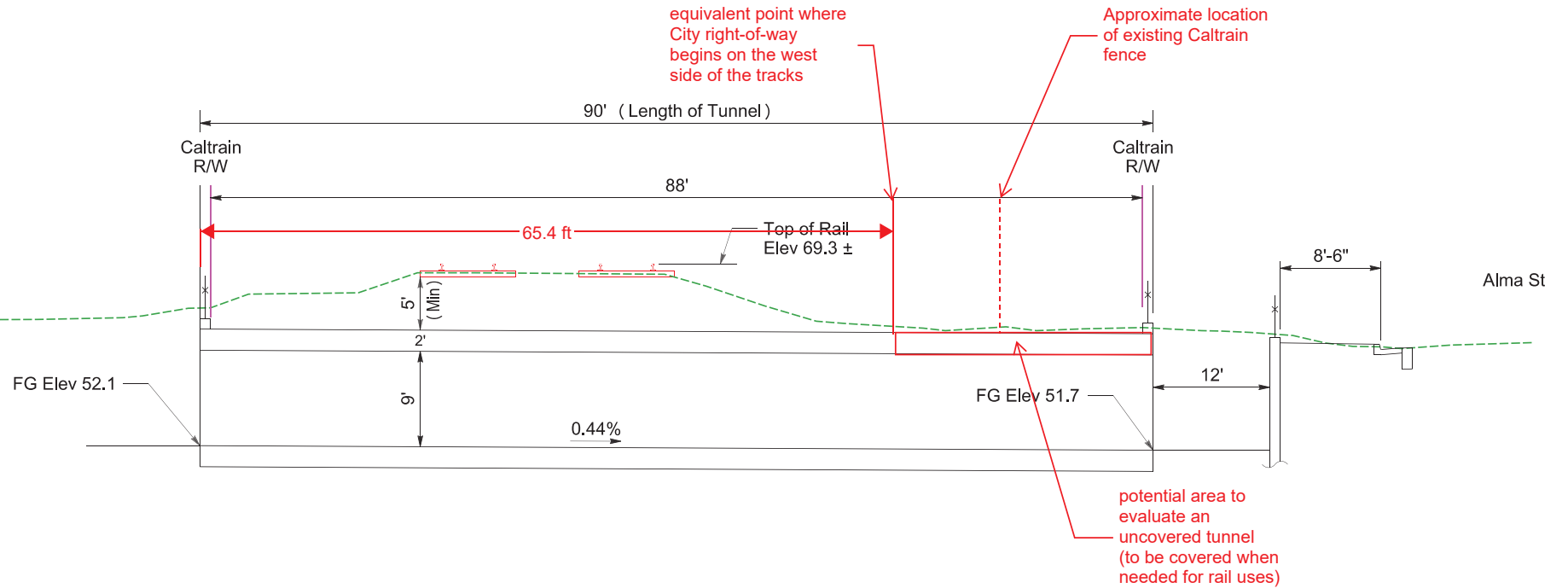
Under this new policy, future potential projects like the Middle Avenue pedestrian and bicycle undercrossing would be subject to RCUP review. However, because the City of Menlo Park and Caltrain have been engaged in significant project development and advancement activities on the Middle Avenue pedestrian and bicycle undercrossing since 2018, the project will not be subject to the policy. We look forward to continued collaboration with the City as we work with you to implement this improvement on the railroad’s land.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sebastian Petty', written in a cursive style.

Sebastian Petty  
Deputy Chief, Caltrain Planning





Longitudinal X-Section  
(Looking North)





Staff is in the process of installing an exhibit at the location of the tunnel entrance near Alma Street that shows the location (marked by tree stakes) and other information.

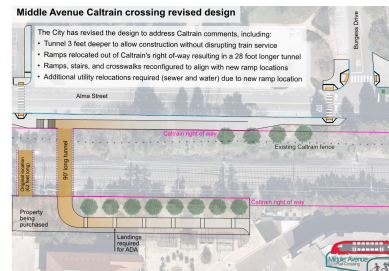
1- header

FUTURE LOCATION

**MIDDLE AVENUE  
CALTRAIN  
CROSSING**



2- rendering of new design



3 - tunnel width

**20 FOOT WIDE –  
THE DISTANCE  
BETWEEN THE  
TWO POSTS**



4 - top of tunnel depth

**TOP OF TUNNEL  
ONE FOOT  
BELOW THE  
GROUND LEVEL**

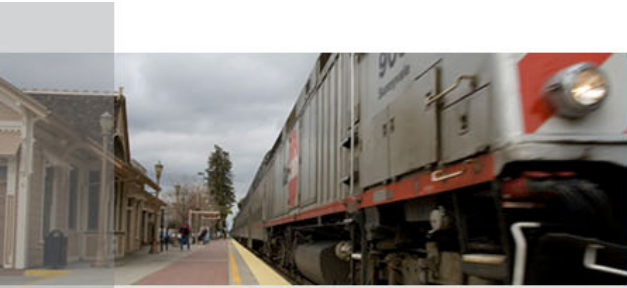




# MIDDLE AVENUE CALTRAIN CROSSING

City Council Meeting

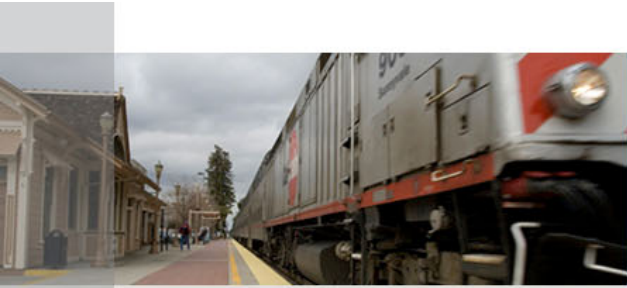
July 11, 2023



# AGENDA



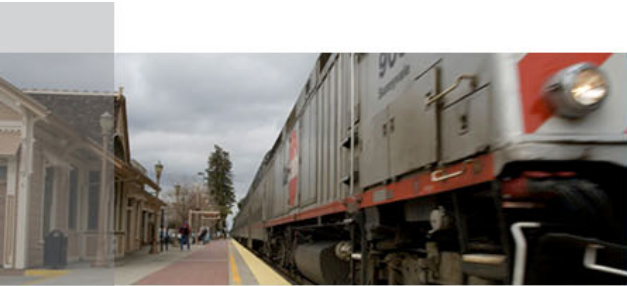
- Project background
- Council adopted design
- Design updates
- Cost and funding
- Next steps



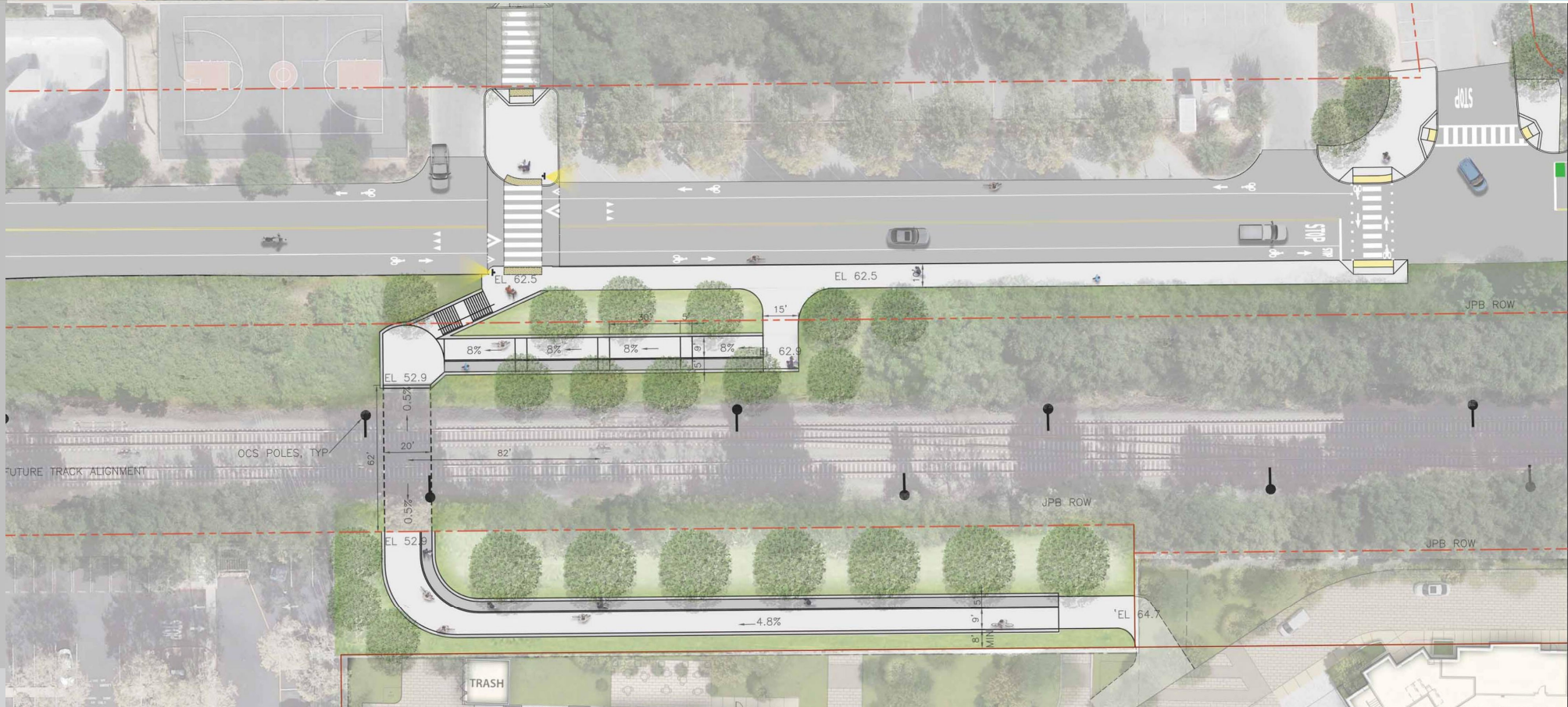
## PROJECT BACKGROUND

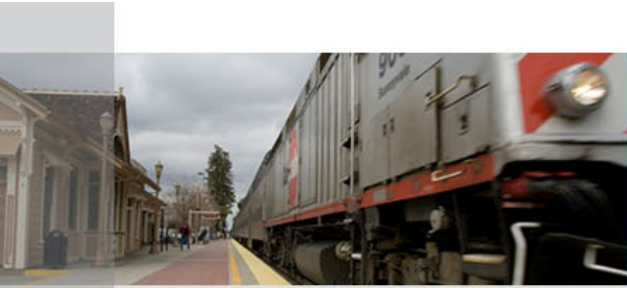


- July 2016 – City received San Mateo Measure A funding for design
  - Conducted outreach and technical analysis to develop design options
  
- August 2019 – Council selected a preferred concept
  - Directed staff to make offer to purchase portion of 700-800 El Camino Real
  
- January 2020 – Council certified environmental review
  
- January 2022 – Council authorized purchase of needed right-of-way
  - Required parking reductions for 700-800 El Camino Real approved in May 2023
  
- April 2023 – Council approved service agreement with Caltrain
  - Commence key tasks needed for final design



# COUNCIL ADOPTED DESIGN AUGUST 2019





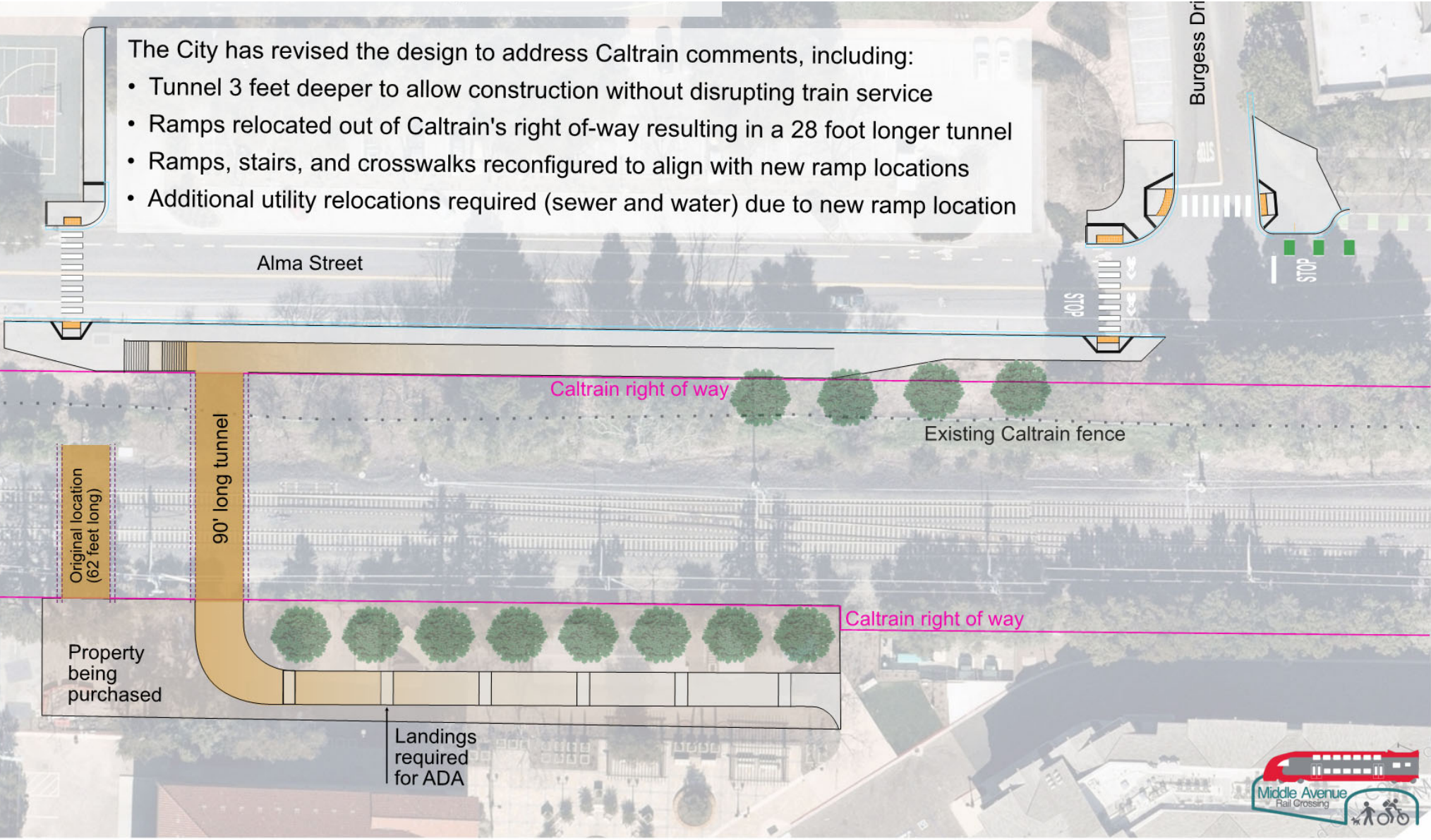
## CALTRAIN DESIGN REQUIREMENTS



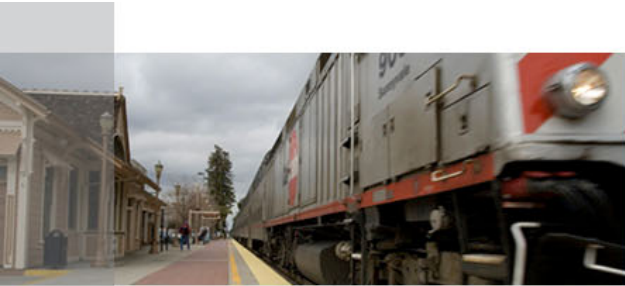
- Maintain rail operations during construction
  - No ‘cut and cover’ construction
  - Tunnel needs to be 3 feet deeper
  
- Preserve right-of-way for future use
  - No ramps or stairs in the Caltrain right-of-way
  - Tunnel needs to be 28 feet longer (90-foot wide Caltrain right-of-way)
  - Potential for an ‘uncovered’ segment of tunnel closer to Alma Street

The City has revised the design to address Caltrain comments, including:

- Tunnel 3 feet deeper to allow construction without disrupting train service
- Ramps relocated out of Caltrain's right of way resulting in a 28 foot longer tunnel
- Ramps, stairs, and crosswalks reconfigured to align with new ramp locations
- Additional utility relocations required (sewer and water) due to new ramp location



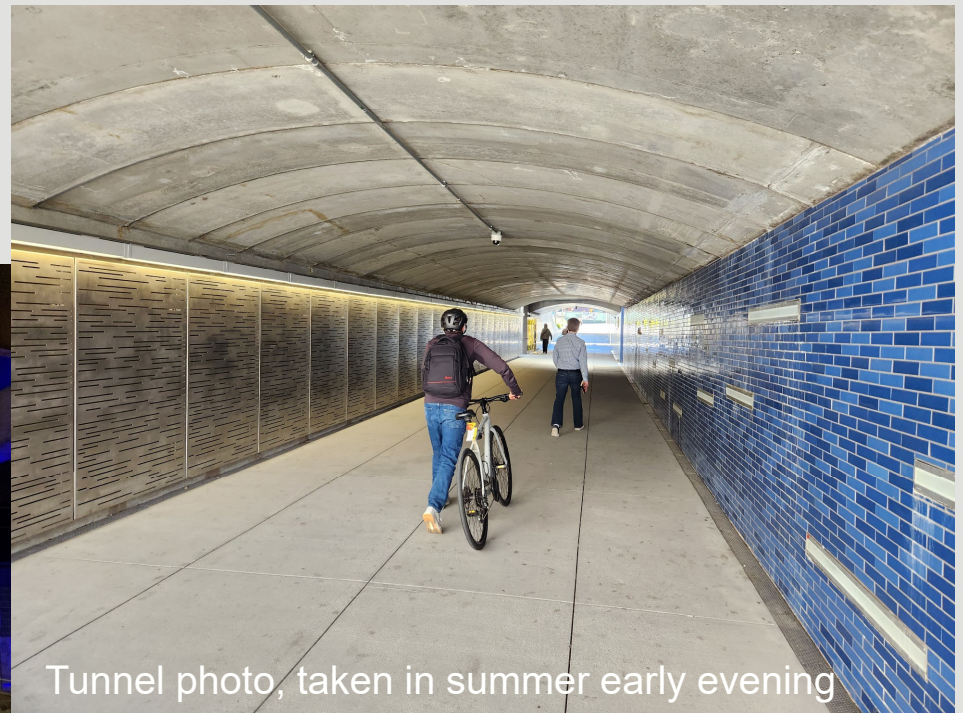




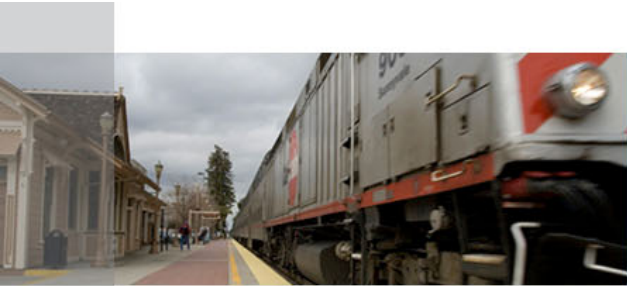
# PEDESTRIAN UNDERCROSSING - SOUTH SAN FRANCISCO



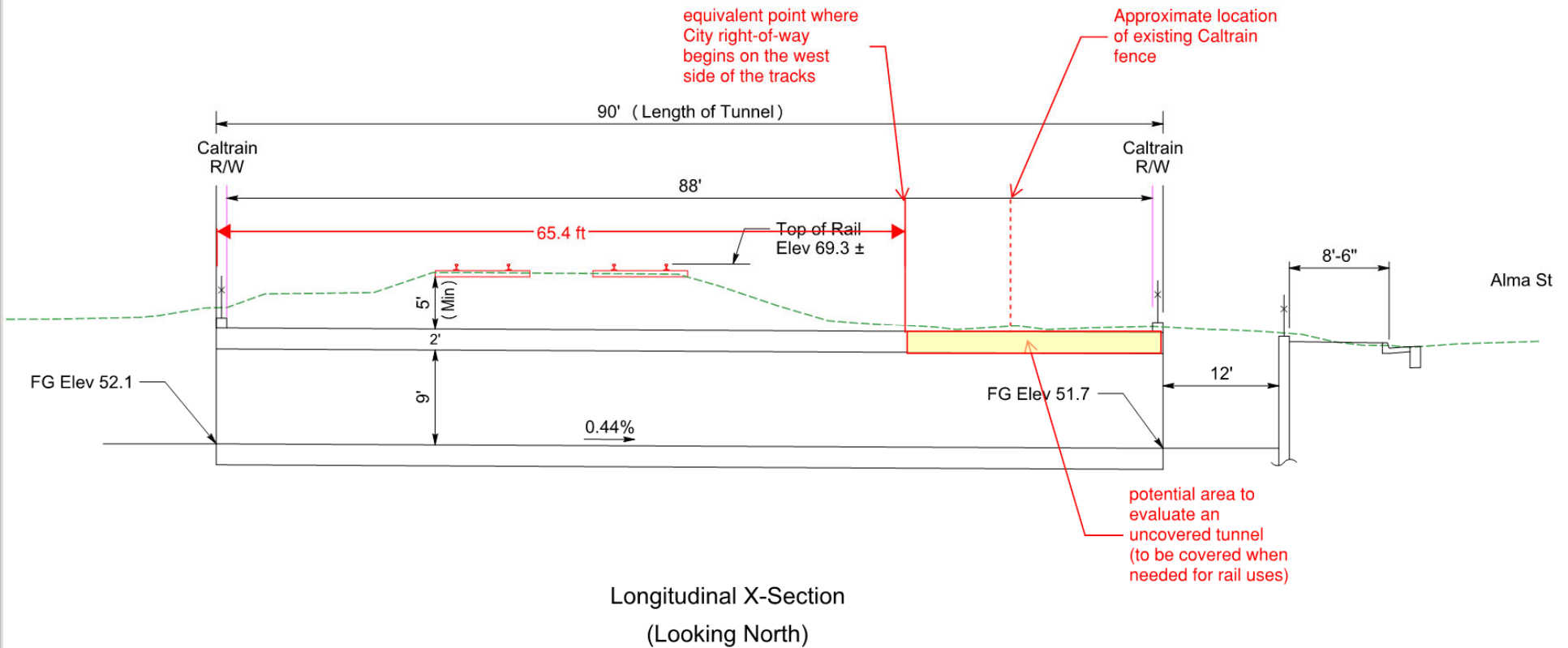
West plaza, looking into tunnel.  
Railroad tracks under US 101s



Tunnel photo, taken in summer early evening



# DESIGN UPDATES TUNNEL CROSS SECTION

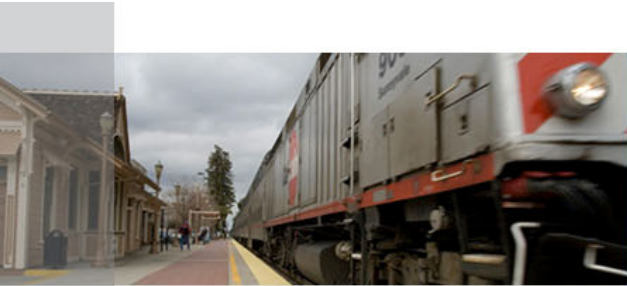




## COST UPDATE



Item	Original estimate	Design update	
		Low	High
Construction	\$5,610,000	\$7,326,000	\$10,326,000
Utility relocation	\$6,400,000	\$7,329,000	\$7,329,000
Right of way acquisition	\$4,340,000	\$3,900,000	\$3,900,000
Soft costs (design, construction administration)	\$2,200,000	\$2,200,000	\$2,200,000
Contingency/escalation	\$3,000,000	\$3,664,000	\$4,414,000
<b>Total</b>	<b>\$21,550,000</b>	<b>\$24,419,000</b>	<b>\$28,169,000</b>



# SCHEDULE UPDATE



2022

2023

2024

2025

## Right of Way

Authorize Purchase

Parking Reduction

## Final Design

Service agreement

Design update

Caltrain MOU

CPUC Application

## Utility relocations

## Construction

City Council Action

Completed Action



**THANK YOU!**



## STAFF REPORT

### City Council

Meeting Date:

7/11/2023

Staff Report Number:

23-170-CC

Study Session:

Provide direction on potential revenue-generating ballot measures

### Recommendation

Staff requests direction from the City Council on potential revenue generating measures to research for the November 2024 ballot.

### Policy Issues

The City Council may decide to place a revenue generating measure for voter consideration on the November 2024 ballot.

### Background

The City Council adopted the fiscal year 2023-24 budget at its regular meeting June 27, and directed staff to conduct a study session on potential revenue generating measures at the July 11 meeting.

At the June 13 public hearing for the fiscal year 2023-24 budget, the City Council considered a variety of budget strategies to balance the General Fund budget without depleting reserves to an unacceptable level (Attachment A). Measures included increases to the Transient Occupancy Tax (TOT), sales tax, business license tax, or a new Utility Users Tax (UUT). The City Council provided initial direction to conduct analysis of a potential TOT. At the June 27 regular meeting, the City Council received information on revenue-generating measures for capital projects, including General Obligation Bonds (GOBs), parcel taxes, and community facilities districts or other assessment districts (Attachment B).

On June 13 and June 27, the City Council also reviewed scenarios in the General Fund five-year forecast, which indicates a long-term structural imbalance. Expenditures outpace revenue growth over the next five years, and reserves are used to balance annual budgets. The forecast projects the Economic Stabilization Reserve falling below the minimum policy level of 20% of the forecast budget as early as fiscal year 2024-25. The loss of the City's UUT and an initial estimate of \$4.5 million in refunds combined with growing demand for City services and rising costs of conducting business places increased pressure on the General Fund.

### Analysis

This staff report provides a high level overview of potential revenue-generating ballot measures. The City Council may want to direct staff to research viability and impacts of additional measures to TOT before a potential future decision to place a measure on the November 2024 ballot. The following four general tax measures would require majority approval by voters. Special tax measures that are dedicated to specific activities require two-thirds super majority approval by voters.

**Transient Occupancy Tax**

Based on City Council direction at the June 13 public hearing, staff will conduct additional analysis of a potential TOT. An increase to the current 12% TOT between 1% and 3.5% could generate an additional \$875,000 to \$3 million annually.

In San Mateo County, nine cities have TOT rates above 12%, seven cities are at 12%, and two agencies are below 12% (Table 1).

Table 1: TOT comparison					
9.25%	10%	12%	13%	14%	15%
Portola Valley	County of San Mateo	Burlingame	Daly City	Belmont	Half Moon Bay
		Colma		Brisbane	
		East Palo Alto		Millbrae	
		Foster City		San Bruno	
		Pacifica		San Carlos	
		Redwood City		San Mateo	
		Menlo Park		South San Francisco	

**Sales tax**

An increase to the current 9.375% sales tax by 0.25% or 0.50% could generate approximately \$2 million and \$4 million annually.

In San Mateo County, 10 cities have sales tax rates at 9.375% and 10 cities are above with eight cities at the maximum 9.875% rate (Table 2).

The City Council was not initially interested in pursuing a sales tax measure, especially given the slower rebound of sales tax revenue from pandemic impacts.

Table 2: Sales tax comparison		
9.375%	9.625%	9.875%
Atherton	Burlingame	Belmont
Colma	San Mateo	Brisbane
Foster City		Daly City
Half Moon Bay		East Palo Alto
Hillsborough		Pacifica
Menlo Park		Redwood City
Millbrae		San Bruno
Portola Valley		South San Francisco
San Carlos		
Woodside		

**Business license tax**

In Menlo Park, the current business license tax is primarily based on gross revenues. For gross revenues over \$2 million, the rate is \$750 for the first \$2 million and \$250 for each additional million to a maximum tax cap of \$8,000 (\$30 million in gross receipts). Approximately 66 of the 4,438 registered businesses currently pay the maximum tax cap amount.

The City Council was not initially interested in pursuing a revision to the business license tax with specific concerns about impacts to small businesses.

**Utility Users Tax**

A newly authorized UUT measure adhering to the former tax rate structure could generate between \$1.8 million and \$5.8 million annually. The City Council had formerly adopted a 1% UUT for all utility providers.

In San Mateo County, five cities have UUT rates between 4% and 6.5% for certain utility provider categories. In Santa Clara County, seven cities have UUT rates between 2% and 5% for certain utility provider categories (Table 3).



Table 3: UUT comparison			
City	Electric/gas rate	Communications rate	Water rate
Pacifica	6.5%	0%	0%
Daly City	5%	5%	0%
Redwood City	5%	4%	0%
East Palo Alto	5%	5%	5%
Portola Valley	5.5%	5.5%	5.5%
Palo Alto	5%	4.8%	5%
San Jose	5%	4.5%	5%
Los Altos	3.5%	3.2%	3.5%
Mountain View	3%	3%	0%
Cupertino	2.4%	2.4%	0%
Los Gatos	2%	2%	2%
Sunnyvale	2%	2%	0%

The City Council may also consider the following revenue-generating measures for capital projects. Revenues could be applied to provide some or all of the local match required for large transportation projects, fund downtown parking structures, or advance sea level rise adaptation and resiliency work along the bay to benefit the Belle Haven community and other property owners at risk of flooding. The city is also preparing a Stormwater Master Plan to identify capital improvement needs and a storm system funding study to identify options for funding the improvements.

General Obligation Bonds (GO bonds)

GO bonds would allow the City to sell bonds backed by increased property taxes to invest only in capital projects. GO bonds cannot be used to pay general operating expenses. The City would increase property taxes to fund debt service for the GO bonds.

In Menlo Park, the voter-approved ballot Measure T (2001) allowed the city to issue GO bonds for parks and recreation facilities, which the City did most recently in 2022. Across California in 2022, there were 10 GO bond issuances by eight other cities and total bond principal was \$1 billion including Menlo Park. Approximately \$446 million of these proceeds were taxable, meaning the bonds were used for taxable purposes such as the creating of affordable housing. GO bonds require two-thirds supermajority voter approval.

Parcel tax

Parcel taxes are property-based special taxes on real property that set an annual tax per parcel that can vary by parcel characteristics (e.g., size, type of zoning, by unit, square foot, etc.). Parcel taxes can be used for both operational and capital spending purposes. Parcel taxes are primarily issued by school districts. Of the 530 local government parcel tax ballot measures in the last 20 years, 52.3% were approved by voters. Parcel taxes initiated by cities require two-thirds supermajority voter approval, while parcel taxes initiated by citizens require only majority voter approval.

### Mello-Roos Community Facilities Districts (CFDs)

The Mello-Roos Community Facilities District Act (1982) authorizes special taxes to be assessed on real property within the CFD boundaries according to the Rate and Method of Special Tax Apportionment that determine maximum tax rates that can be charged, approved as a key part of the CFD. They can be used for both capital and limited operational funding. Use of CFD funding (bonds or pay-go) for capital is limited to capital projects that have a useful life of five years or more. Mello-Roos CFD special taxes can also be used for services—sometimes called “Services Districts.” However, services are limited to new or extended services in the local agency, but may not be used to supplant current funding of these services.

Mello-Roos CFDs have proliferated throughout California, primarily in areas with significant new development. In San Mateo County, four agencies including Belmont, Redwood City, Redwood Shores (unincorporated county), and San Mateo that have instituted Mello-Roos CFDs, most recently in 2010.

As special taxes, Mello-Roos CFDs require a two-thirds supermajority vote of the number of registered voters within the CFD boundaries. If there are fewer than 12 registered voters in the CFD boundaries, the “voter” is the owner of real property within the CFD. Each property owner receives one vote per acre, or portion of acre, of a parcel. For example, a 5.3 acre parcel results in six votes for the property owner. The total number of votes in the election is determined by the number and size of parcels in the CFD. If there are more than 12 registered voters in the CFD boundaries, two-thirds supermajority approval by registered voters in the CFD boundaries is required.

### Assessment Districts (ADs)

ADs are based on an engineer’s calculation of an assessment on real property that is paid off over time. ADs may only include costs that provide special benefit to an assessed property. Assessments that provide general benefit cannot be included.

Currently, the City has a Landscape Assessment District, first approved by voters in 1982 through Measure N and updated in 1998 through a ballot measure, for tree maintenance, street sweeping and sidewalk repair.

Proposition 218 requires a majority vote of the protest ballots returned by property owners. Each vote is weighted by the proposed amount of assessment. While new Landscape and Lighting Districts continue to be formed, new ADs in general have seen limited use since the passage of Prop. 218, as limitations on special benefits are restrictive and difficult to document in many instances.

### Next steps

Based on City Council feedback, staff will further research potential revenue-generating ballot measures to assess viability, determine authorizations needed by the City Council, and identify requirements to place on the November 2024 ballot.

### **Impact on City Resources**

Without intervention, the long-term structural imbalance indicated in the General Fund five-year forecast will continue to deplete reserves. A successful revenue-generating measure could replace the loss of an important revenue source driving the imbalance – the City’s UUT – and help close the gap between projected expenditures and revenues as costs to provide services continue to rise in the long term.

The current forecast projects the potential use of over \$20 million in reserves to balance annual budgets over the five-year period. A successful TOT measure, for example, that increases TOT from 12% to 14% could reduce the use of reserves by over 40%. A successful measure could provide the City time to implement a suite of budget strategies in early years of the forecast that better align expenditures and

revenues, and preserve reserves over a longer time period. Successful revenue generation could also help the City avoid revisions to existing service levels that better align costs of service delivery with existing revenue sources.

Staff will determine the impacts of potential revenue-generating measures on the City's long term financial sustainability based on direction received by the City Council to pursue further research.

### **Environmental Review**

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

### **Public Notice**

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

### **Attachments**

- A. Hyperlink – June 13 staff report: [menlopark.gov/files/sharedassets/public/agendas-and-minutes/city-council/2023-meetings/agendas/20230613-city-council-regular-agenda-packet\\_w-presentations.pdf#page=72](https://menlopark.gov/files/sharedassets/public/agendas-and-minutes/city-council/2023-meetings/agendas/20230613-city-council-regular-agenda-packet_w-presentations.pdf#page=72)
- B. Hyperlink – June 27 staff report: [menlopark.gov/files/sharedassets/public/agendas-and-minutes/city-council/2023-meetings/agendas/20230627-city-council-regular-agenda-packet.pdf#page=337](https://menlopark.gov/files/sharedassets/public/agendas-and-minutes/city-council/2023-meetings/agendas/20230627-city-council-regular-agenda-packet.pdf#page=337)

Report prepared by:  
Stephen Stolte, Assistant City Manager



# POTENTIAL REVENUE-GENERATING MEASURES

July 11, 2023

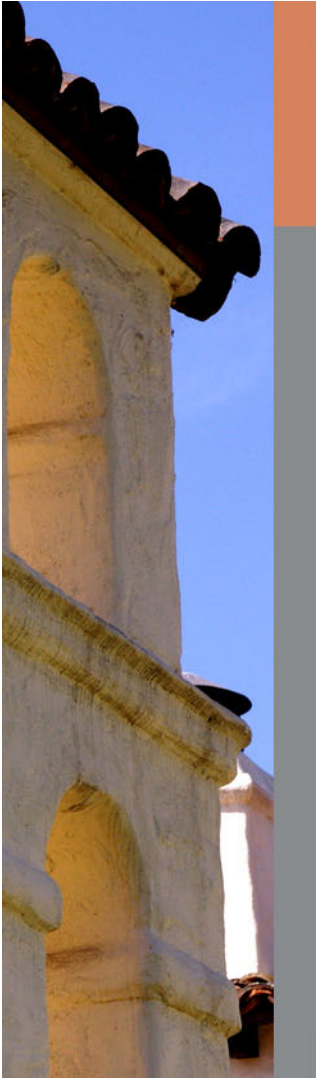
ARRIENGA FAMILY  
GYMNASIUM



# AGENDA

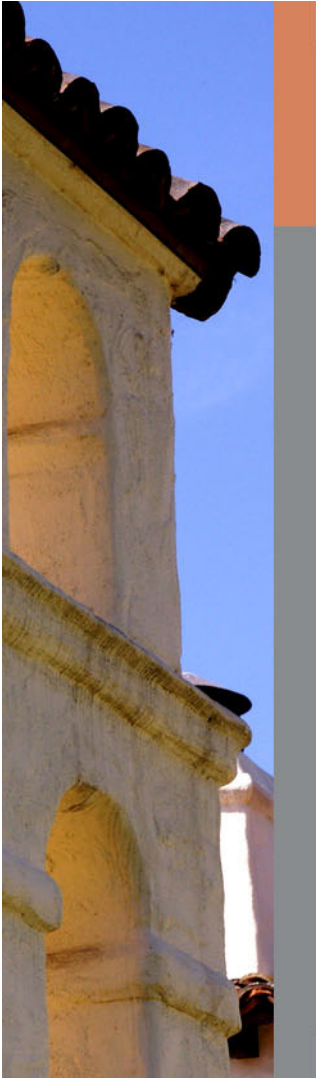
- Long term budget outlook
- Revenue strategies
- City Council direction
- Next steps





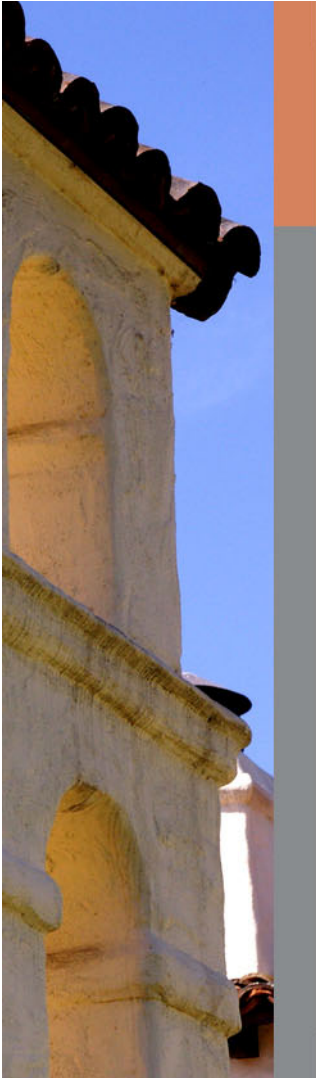
## LONG TERM BUDGET OUTLOOK

- Structural imbalance – expenditures outpace revenue growth over next five years
- Economic Stabilization Reserve falls below minimum policy level of 20% of forecasted budget as early as fiscal year 2024-25
- Loss of Utility Users Tax and refund payment



## REVENUE STRATEGIES

- Transient Occupancy Tax (TOT): currently 12%; 9 cities in SMC are above.
  - Received direction to move forward with further research
- Sales Tax: currently 9.375%; ten cities in SMC are above.
- Business License Tax: currently based on gross receipts with \$8,000 maximum tax cap
- Utility Users Tax (UUT): five cities in SMC and seven cities in SCC are between 2% and 6.5%



## REVENUE STRATEGIES FOR CAPITAL PROJECTS



- General Obligation Bonds: previously used by City for parks and rec facilities (Measure T, 2001)
- Parcel Tax: property-based special tax, commonly used by school districts
- Mello-Roos Community Facilities District (CFD)
- Assessment District: current Landscape Assessment District (first approved through Measure N in 1982, updated in 1998)





## CITY COUNCIL DIRECTION

- Transient Occupancy Tax (TOT)
- Sales Tax
- Business License Tax
- Utility Users Tax (UUT)
- General Obligation Bonds
- Parcel Tax
- Community Facilities District (CFD)
- Assessment District





## NEXT STEPS

- Staff will research:
  - impacts of measures on long term financial sustainability
  - community input
- Report back to City Council for further consideration





**THANK YOU**



**STAFF REPORT**

**City Council**

**Meeting Date:**

**7/11/2023**

**Staff Report Number:**

**23-156-CC**

**Consent Calendar:**

**Authorize the city manager to execute an agreement with Housing Group LLC, DBA HousingINC to provide below market rate housing program administration services**

**Recommendation**

Staff recommends the City Council authorize the city manager to execute a three-year agreement with HousingINC (Attachment A) to provide below market rate (BMR) housing administration services through June 30, 2026, including an option to extend the agreement for three additional one-year terms.

**Policy Issues**

The City Council must provide authorization to the city manager to enter into this agreement as the amount exceeds the city manager's signing authority of \$93,000. BMR housing program administration services are required in order to implement and maintain affordable housing services, programs and activities.

**Background**

The City initially outsourced its BMR housing administration services beginning in 2012 following the elimination of redevelopment agencies in California and the reduction of housing staff. Most recently, in January 2021, the City entered into an agreement with HouseKeys Inc. to provide BMR administration services. The term of the contract ended June 30. The City released a request for proposals (RFP) in March 2023 in anticipation of the end of this agreement.

The BMR administrator provides a variety of services for the City. Administration of this program consists of managing 69 ownership units and 397 rental units. The City expects an additional 115 BMR rental units in 2024. The BMR administrator also manages the City's loan portfolio, which consists of 32 purchase assistance and emergency repair loans.

**Analysis**

Contractor Selection

On March 23, staff issued a RFP seeking qualified organizations to provide BMR housing program administration services. Organizations could submit proposals for a portion of the scope of services or the full scope of services identified in the RFP (Attachment B) and summarized in Table 2. On April 21, the City received one proposal (Attachment C), from HousingINC, which included all services requested in the RFP.

Staff reviewed the proposal and met with representatives from HousingINC to receive more in-depth information about the organization and the proposal. Staff evaluated their proposal favorably based on the proposal quality, their 30 years of combined industry experience, and their focus on streamlining and

improving the City’s BMR program workflows. Staff also contacted the provided references from the Town of Truckee, Placer County, and the City of Seaside and were satisfied with the responses. Staff is confident that HousingINC will be a reliable and responsible partner for the City. Additionally, staff believes there could be potential cost savings associated with the new service provider rather than extending the current agreement.

Additional changes to support the BMR program will also be necessary as part of the transition. HouseKeys Inc., the City’s recent BMR administrator, had proprietary software as part of its services that will need to be replaced as part of this transition. All of the City data in the current software will be provided to City staff and the City will purchase new software to manage the BMR program data. Staff evaluated three vendors, including an existing internal solution and external solutions as recommended by HousingINC. The new software will be used to intake and manage tenant applications, track customer service inquiries, manage annual recertification, and track current BMR inventory and attributes (income category, number of bedrooms). The software will also be used to manage the City’s existing loan portfolio, but staff are planning to leverage an internal solution for accepting electronic payments. Staff believes this will provide long-term value to the program as it will allow the City to have more ownership over the data and process while simplifying future BMR administrator transitions. Staff is continuing to work with the software vendor to define the scope of services. The software service would be a separate contract as the cost is within the city manager’s signing authority.

**Table 1: BMR administration services estimated three year costs**

Year	Annual fixed costs	Estimated annual variable costs*	Total estimated cost
Fiscal year 2023-24	\$108,000	\$31,000*	\$139,000
Fiscal year 2024-25	\$108,000	\$26,000*	\$134,000
Fiscal year 2025-26	\$108,000	\$8,400*	\$116,400

\* Variable costs of new construction rental projects: \$5,000 per project launch and \$350 per new unit lease-up. Fiscal year 2023-24: 2 project launches (\$5,000 x 2) and 60 new units leased (\$350 x 60) = \$31,000. Fiscal year 2024-25: 1 project launches (\$5,000 x 1) and 60 new units leased (\$350 x 60) = \$26,000. Fiscal year 2025-26: 24 new units leased (\$350 x 24) = \$8,400.

Scope of services

The general responsibilities of the BMR administrator include but are not limited to, the services and primary tasks summarized in Table 2, also identified in the RFP (Attachment B).

Table 2: Scope of services summary	
Services	Primary tasks
	<ul style="list-style-type: none"> <li>Respond regularly to inquiries from the public and staff; conduct marketing and education of BMR ownership; maintain records and provide quarterly statistical reports; track and respond to customer service inquiries in a service</li> </ul>
BMR ownership services	<ul style="list-style-type: none"> <li>Oversee and implement BMR ownership refinance requests; conduct annual compliance monitoring and certification of BMR ownership units; oversee and implement the sale of BMR ownership units and resale of existing BMR ownership units; provide assistance and counseling to BMR owners; send an informational update to BMR owners annually to keep them informed of their responsibilities; conduct waitlist outreach activities; coordinate and conduct homeownership educational workshops.</li> </ul>
BMR rental services	<ul style="list-style-type: none"> <li>Manage and implement the City’s BMR housing rental interest list; conduct required due diligence and annual property owner compliance monitoring; assist City staff in dispute resolutions; maintain and update maximum rent and income limits; provide technical assistance; monitor market rate rents quarterly; maintain contact with site owners and provide ongoing training to</li> </ul>
Loan services	<ul style="list-style-type: none"> <li>Provide servicing to the City’s loan portfolio; coordinate loan payments and other loan-related activities and communications; provide quarterly reporting to the City.</li> </ul>
Outreach and education	<ul style="list-style-type: none"> <li>Handle BMR-related questions; maintain availability via calls and emails Monday through Friday, 8 a.m.–5 p.m.; provide in-person availability for those that require assistance; other duties as assigned by City such as educational</li> </ul>

**Next steps**

The City will execute an agreement with HousingINC and staff will coordinate the transition of services from the recent BMR administrator. HousingINC will assist in this process, as well as with transitioning all data, documents, and workflows to the new software for managing the BMR program.

This agreement will be for a three-year term, beginning in fiscal year 2023-24 and ending at the conclusion of fiscal year 2025-26 June 30, 2026. After that date, there will be an option to extend the agreement on an annual basis for an additional three years. Staff believes the term of this agreement is appropriate given the complexity of the program, transition period, and continuity and consistency of services.

**Impact on City Resources**

The cost for the BMR administration service in fiscal year 2023-24 will be approximately \$139,000. The City has budgeted sufficient funds for this contract service from the BMR housing fund. Staff expects fixed costs to remain the same in years two and three of this agreement, while variable costs will fluctuate depending on the status of upcoming development projects (estimated in Table 1).

**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. Professional services agreement with HousingINC
- B. Request for proposals
- C. HousingINC proposal

Report prepared by:  
Adam Patterson, Management Analyst II

Report reviewed by:  
Eren Romero, Interim Housing Manager  
Deanna Chow, Assistant Community Development Director

**PROFESSIONAL SERVICES AGREEMENT**

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



Agreement #:
<b>AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND HOUSING GROUP LLC, DBA HOUSINGINC</b>
THIS AGREEMENT made and entered into at Menlo Park, California, this _____, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and HOUSING GROUP LLC, DBA HOUSINGINC, hereinafter referred to as "FIRST PARTY."
<p>WITNESSETH:</p> <p>WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional services for CITY in connection with that certain project called: Below market rate program administration</p> <p>WHEREAS, FIRST PARTY is licensed to perform said services and desires to and does hereby undertake to perform said services.</p> <p>NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND CONDITIONS of each of the parties hereto, it is hereby agreed as follows:</p>
<b>1. SCOPE OF WORK</b>
In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the services as set forth in Exhibit "A," Scope of Services.
<b>2. SCHEDULE FOR WORK</b>
<p>FIRST PARTY's proposed schedule for the various services required pursuant to this agreement will be as set forth in Exhibit "A," Scope of Services. CITY will be kept informed as to the progress of work by written reports, to be submitted monthly or as otherwise required in Exhibit "A." Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other, or the other's employees and agents.</p> <p>FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY. The "Notice to Proceed" date shall be considered the "effective date" of the agreement, as used herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver to CITY all project related files, records, and materials within one month after completion of all of FIRST PARTY's activities required under this agreement.</p>
<b>3. PROSECUTION OF WORK</b>
FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will complete the work in accordance with the schedule of work approved by the CITY. (See Exhibit "A," Scope of Services).



**4. COMPENSATION AND PAYMENT**

- A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed \$108,000 per fiscal year, with optional as-needed services, as described in Exhibit "A," Scope of Services. All payments shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.
- B. FIRST PARTY's fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.
- C. Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, the FIRST PARTY shall submit a statement describing the services performed to CITY. This statement shall include, at a minimum, the project title, agreement number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.
- D. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY's relevant records pertaining to the charges.

**5. EQUAL EMPLOYMENT OPPORTUNITY**

- A. FIRST PARTY, with regard to the work performed by it under this agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap, marital status or age in the retention of sub-consultants, including procurement of materials and leases of equipment.
- B. FIRST PARTY shall take affirmative action to insure that employees and applicants for employment are treated without regard to their race, color, religion, sex, national origin, marital status or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship.
- C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status or handicap.
- E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.
- F. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY's agreement with all sub-consultants.

**6. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST**

- A. FIRST PARTY shall not assign this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however, that claims for money due or to become due to the FIRST PARTY from the CITY under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.
- B. In the event there is a change of more than 30 percent of the stock ownership or ownership in FIRST PARTY from the date of this agreement is executed, then CITY shall be notified before the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this agreement upon notice to FIRST PARTY. In the event CITY is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that CITY has terminated this agreement.

## 7. INDEPENDENT WORK CONTROL

It is expressly agreed that in the performance of the service necessary for compliance with this agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY's services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

## 8. CONSULTANT QUALIFICATIONS

It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling necessary to perform the work agreed to be done by it under this agreement and CITY relies upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the profession. The acceptance of FIRST PARTY's work by CITY does not operate as a release of FIRST PARTY from said understanding.

## 9. NOTICES

All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service. Notices required to be given to CITY shall be addressed as follows:

Deanna Chow  
Community Development  
City of Menlo Park  
701 Laurel St.  
Menlo Park, CA 94025  
650-330-6733  
dmchow@menlopark.gov

Notices required to be given to FIRST PARTY shall be addressed as follows:

Robyn van Ekelenburg  
HOUSING GROUP LLC, DBA HOUSINGINC  
9240 Oak Leaf Way  
Granite Bay, CA 95746  
408-533-2501  
Robyn@HousingINC.org

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.

## 10. HOLD HARMLESS

The FIRST PARTY shall defend, indemnify and hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants from all claims, suits or actions that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the FIRST PARTY brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work required by this agreement by FIRST PARTY, its officers, agents, employees and servants. Nothing herein shall be construed to require the FIRST PARTY to defend, indemnify or hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants against any responsibility to liability in contravention of Section 2782.8 of the California Civil Code.

## 11. INSURANCE

- A. FIRST PARTY shall not commence work under this agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City, with certificates of insurance evidencing the required coverage.
- B. There shall be a contractual liability endorsement extending the FIRST PARTY's coverage to include the contractual liability assumed by the FIRST PARTY pursuant to this agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the CITY, at the address shown in Section 9, of any pending cancellation of the policy. FIRST PARTY shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.
1. Workers' compensation and employer's liability insurance:  
The FIRST PARTY shall have in effect during the entire life of this agreement workers' compensation and Employer's Liability Insurance providing full statutory coverage. In signing this agreement, the FIRST PARTY makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this agreement" (not required if the FIRST PARTY is a Sole Proprietor).
  2. Liability insurance:  
The FIRST PARTY shall take out and maintain during the life of this agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the FIRST PARTY's operations under this agreement, whether such operations be by FIRST PARTY or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) in aggregate, or one million dollars (\$1,000,000) combined single limit bodily injury and property damage for each occurrence. FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this agreement in an amount of not less than one million dollars (\$1,000,000) for each accident combined single limit or not less than one million dollars (\$1,000,000) for any one (1) person, and one million dollars (\$1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, (\$300,000) property damage.
  3. Professional liability insurance:  
FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this agreement, in the amount of not less than one million dollars (\$1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.
- C. CITY and its subsidiary agencies, and their officers, agents, employees and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the Professional Liability and workers' compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.
- D. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this agreement to the contrary, immediately declare a material breach of this agreement and suspend all further work pursuant to this agreement.
- E. Before the execution of this agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.

## 12. PAYMENT OF PERMITS/LICENSES

Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, before commencement of said work/services or forfeit any right to compensation under this agreement.

## 13. RESPONSIBILITY AND LIABILITY FOR SUB-CONSULTANTS AND/OR SUBCONTRACTORS

Approval of or by CITY shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its sub-consultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, specifications or other documents prepared by FIRST PARTY or its sub-consultants and/or subcontractors.

## 14. OWNERSHIP OF WORK PRODUCT

Work products of FIRST PARTY for this project, which are delivered under this agreement or which are developed, produced and paid for under this agreement, shall become the property of CITY. The reuse of FIRST PARTY's work products by City for purposes other than intended by this agreement shall be at no risk to FIRST PARTY.

## 15. REPRESENTATION OF WORK

Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit "A" or as otherwise specified in Exhibit "A."

## 16. TERMINATION OF AGREEMENT

- A. CITY may give thirty (30) days written notice to FIRST PARTY, terminating this agreement in whole or in part at any time, either for CITY's convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY's change of its assigned personnel on the project without prior CITY approval. Upon receipt of such notice, FIRST PARTY shall:
1. Immediately discontinue all services affected (unless the notice directs otherwise); and
  2. Deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this agreement, whether completed or in process.
- B. If termination is for the convenience of CITY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- C. If the termination is due to the failure of FIRST PARTY to fulfill its agreement, CITY may take over the work and prosecute the same to completion by agreement or otherwise. In such case, FIRST PARTY shall be liable to CITY for any reasonable additional cost occasioned to the CITY thereby.
- D. If, after notice of termination for failure to fulfill agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this Section.
- E. The rights and remedies of the CITY provided in this Section are in addition to any other rights and remedies provided by law or under this agreement.
- F. Subject to the foregoing provisions, the CITY shall pay FIRST PARTY for services performed and expenses incurred through the termination date.

**17. INSPECTION OF WORK**

It is FIRST PARTY's obligation to make the work product available for CITY's inspections and periodic reviews upon request by CITY.

**18. COMPLIANCE WITH LAWS**

It shall be the responsibility of FIRST PARTY to comply with all State and Federal Laws applicable to the work and services provided pursuant to this agreement, including but not limited to compliance with prevailing wage laws, if applicable.

**19. BREACH OF AGREEMENT**

- A. This agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this agreement, shall constitute a breach of this agreement and may be cause for termination at the election of the CITY.
- B. The CITY reserves the right to waive any and all breaches of this agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of agreement.

**20. SEVERABILITY**

The provisions of this agreement are severable. If any portion of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

**21. CAPTIONS**

The captions of this agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this agreement.

**22. LITIGATION OR ARBITRATION**

In the event that suit or arbitration is brought to enforce the terms of this agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees. The Dispute Resolution provisions are set forth on Exhibit "B," 'Dispute Resolution' attached hereto and by this reference incorporated herein.

**23. RETENTION OF RECORDS**

Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and /or audit of the City, a federal agency, and the state of California.

**24. TERM OF AGREEMENT**

This agreement shall remain in effect for the period of July 1, 2023 through June 30, 2026 unless extended, amended, or terminated in writing by CITY.

**25. ENTIRE AGREEMENT**

This document constitutes the sole agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document's date. Any prior agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties to this agreement.

**26. STATEMENT OF ECONOMIC INTEREST**

Consultants, as defined by Section 18701 of the Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations, are required to file a Statement of Economic Interests with 30 days of approval of a contract services agreement with the City of its subdivisions, on an annual basis thereafter during the term of the contract, and within 30 days of completion of the contract.

Based upon review of the Consultant's Scope of Work and determination by the City Manager, it is determined that Consultant IS NOT required to file a Statement of Economic Interest. A statement of Economic Interest shall be filed with the City Clerk's office no later than 30 days after the execution of the agreement.

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

**FOR FIRST PARTY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Tax ID#

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Nira F. Doherty, City Attorney

\_\_\_\_\_  
Date

**FOR CITY OF MENLO PARK:**

\_\_\_\_\_  
Justin I.C. Murphy, City Manager

\_\_\_\_\_  
Date

**ATTEST:**

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

\_\_\_\_\_  
Date

**EXHIBIT "A" – SCOPE OF SERVICES****A1. SCOPE OF WORK**

FIRST PARTY agrees to provide consultant services for CITY's Community Development Department. In the event of any discrepancy between any of the terms of the FIRST PARTY's proposal and those of this agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:

Provide general consultant services for projects as determined by the CITY. The detailed scope of work for each task the CITY assigns the consultant shall be referred to as Exhibit A -1, which will become part of this agreement. A notice to proceed will be issued separately for each separate scope of work agreed to between the CITY and FIRST PARTY.

FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and CITY's satisfaction.

**A2. COMPENSATION**

CITY hereby agrees to pay FIRST PARTY at the rates to be negotiated between FIRST PARTY and CITY as detailed in Exhibit A-1. The actual charges shall be based upon (a) FIRST PARTY's standard hourly rate for various classifications of personnel; (b) all fees, salaries and expenses to be paid to engineers, consultants, independent contractors, or agents employed by FIRST PARTY; and shall (c) include reimbursement for mileage, courier and plan reproduction. The total fee for each separate Scope of Work agreed to between the CITY and FIRST PARTY shall not exceed the amount shown in Exhibit A-1.

FIRST PARTY shall be paid within thirty (30) days after approval of billing for work completed and approved by the CITY. Invoices shall be submitted containing all information contained in Section A5 below. In no event shall FIRST PARTY be entitled to compensation for extra work unless an approved change order, or other written authorization describing the extra work and payment terms, has been executed by CITY before the commencement of the work.

**A3. SCHEDULE OF WORK**

FIRST PARTY'S proposed schedule for the various services required will be set forth in Exhibit A-1.

**A4. CHANGES IN WORK -- EXTRA WORK**

In addition to services described in Section A1, the parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional services including but not limited to:

- Change in the services because of changes in scope of the work.
- Additional tasks not specified herein as required by the CITY.

The CITY and FIRST PARTY shall agree in writing to any changes in compensation and/or changes in FIRST PARTY's services before the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the Assistant Community Development Director.

**A5. BILLINGS**

FIRST PARTY's bills shall include the following information: A brief description of services performed, project title and the agreement number; the date the services were performed; the number of hours spent and by whom; the current contract amount; the current invoice amount; Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section A2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this agreement shall be incurred at the FIRST PARTY's discretion. Such expenses shall be FIRST PARTY's sole financial responsibility.



## EXHIBIT "B" - DISPUTE RESOLUTION

- B1.0** All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:
- B2.0 Mediation**
- B2.1** The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph B3.1.
- B3.0 Arbitration**
- B3.1** Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph B2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the agreement.
- B3.2** The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:
- B3.3** Any demand for arbitration shall be writing and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.
- B3.4** The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years' experience in construction litigation.
- B3.5** All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties.
- B3.6** The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.
- B3.7** Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.
- B3.8** The prevailing party shall be awarded reasonable attorneys' fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.
- B3.9** Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.
- B3.10** The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.



## Housing Group LLC Scope of Services FY23-24, FY24-25, FY25-26 (DBA as Housing Inc.)

### 1) BMR Program Transition

- a) In partnership with the City of Menlo Park's staff, including its attorneys and City Council, onboard the BMR Program with an agreed upon in advance transparent transition plan.
  - i) Includes outlining the previous administrator's immediate program actions items – e.g., application status.
  - ii) Introduce ourselves to our stakeholders and meet with them to address concerns and answer questions.
- b) Onboard secure online platform to collect applications, perform lotteries, accept loan payments, and complete reporting requirements (City owned and City paid for)
  - i) Housing Inc. will manage the platform on behalf of the City of Menlo Park.
- c) Work with the City to align industry best practices for implementing regulatory agreements (and resale covenants) with BMR Guidelines to ensure adherence to lending and real estate laws.

### 2) Conduct Initial BMR Program Assessment

- a) Review and organize participant files, regulatory agreements, and the City's existing inventory to create a system for ongoing administration and monitoring.
- b) Work to develop template program documents (applications, approval and denial letters, escrow instructions, certifications, etc.)
- c) Create internal workflow charts and protocols for applications, monitoring, home purchases and transfers, loan payoff/subordination, default remedies, and other processes associated with the ownership and rental programs.
- d) Provide content for a dedicated City-hosted webpage for the BMR Program with frequently asked questions, online application forms (e.g., pre-qualification survey), and other relevant information.
- e) Develop and implement a BMR Program marketing strategy.

### 3) BMR Program Administration (ongoing):

- a) Community Inquiries: Responsible for handling calls and emails from current and interested program participants and partners. Track and respond to community inquiries within 2 business days. High priority inquiries will be addressed sooner.
- b) Interest/Notification/Wait Lists: Responsible for buyer and renter engagement, interest and wait list development and management. Market the program to preference categories and interested participants.
- c) Underwriting Applicants for Program Eligibility and Approvals: Underwrite program applicants for eligibility and issue approval or denial letters. Thoroughly review program eligibility requirements, program preference categories, calculating household income and



certifying household size to determine the applicants' minimum and maximum rent rate or sales price.

- d) Program Reports: Provide quarterly updates to staff and City Council, as needed, on the general status of program administration, including:
  - i) General Program activity (e.g., community inquiries)
  - ii) Compliance
  - iii) Loan activity
  - iv) Current inventory
  - v) Home resale value as requested by the County, annually
  - vi) Other information as needed for County and State reporting

#### 4) Annual Housing Program Compliance Monitoring

- a) Homeowner Certifications: In compliance with Deed Restrictions, coordinate with homeowners on an annual basis to certify they are complying with the signed Agreement (e.g., current homeowner insurance, original buyer continues to reside on property). Work with the City to remedy potential program defaults in accordance with recorded documents.
- b) Renter and Landlord Certifications: In compliance with Affordable Housing Agreements, coordinate with property managers on an annual basis to certify units are occupied by renters who continue to meet income requirements. Review rent rolls for rent rate accuracy.

#### 5) Loan Administration

- a) Maintain Databases: Work closely with the City to maintain an updated database of first time-homebuyer and other housing loans (borrower name and address, loan amount, interest rate, loan term, loan distribution date and due date). Monitor existing first-time-homebuyer and other housing loans annually to ensure the borrower remains in compliance with the loan agreement (e.g., current homeowner insurance, original buyer continues to reside on property). In case of default, the Consultant will contact the owner and work with the City of Menlo Park to see that the loan is repaid or explore alternative remedies as allowed based on note.
- b) Loan Servicing: Work with the City to provide loan payoffs, 1098 loan statements, and subordinations. Support borrowers to make payments.
- c) Process Paperwork: Work with the City to process paperwork necessary to successfully complete files and will coordinate legal recordings required when first-time homebuyer loans and other housing loans are paid off or refinanced.

#### 6) BMR Rental Program

- a) Rental Marketing: Market the availability of program rentals to preference categories and eligible households who have expressed interest. This task will include assisting stakeholders in the development of marketing materials in requested languages.
- b) Lottery Administration: Manage and administrate lotteries according to Program



Guidelines.

- c) Rental Price: Upon request, calculate and supply developers, property owners or managers with the rental prices for program units.
- d) Applicant Eligibility: Collect and review eligible applications and submit the data on each eligible applicant to the City for approval.
- e) Applicant Approval: Underwrite applicants for approval/denial within two business days of receiving an application.

## 7) Ownership New/Resales

- a) Marketing: Work with each owner, developer, and/or the City to market the availability of new and resale homes to preference categories and eligible households who have expressed interest. Provide oversight for the preparation of marketing materials in requested languages. The City will approve final marketing collateral.
- b) Realtor and Loan Officer collaboration and training to create equitable access to real estate and lending solutions.
- c) Lottery Administration: Manage and administrate lotteries according to Program Guidelines.
- d) Homeowner Eligibility: Collect and approve eligible applicants in line with BMR Guidelines and resale restriction requirements.
- e) Escrow Coordination: Close escrows within 45 days. Provide escrow coordination to ensure timely and accurate closings according to the Resale Restriction Agreement.
- f) Closed/Completed Sales: Ensure that Requests to Sell are addressed according to the terms outlined in the Resale Restriction Agreement and that closings occur within its legal timeframe.
- g) Program Documents: Coordinate, on behalf of the City with developer/owner, lender, and title companies and review required documents to ensure that each household meets program requirements. Prepare clear instructions that outline recordation requirements for legal documents required for each sale. Create electronic files for transactions that will contain pertinent documents for each homeowner. Instruct Title to send original documents to City for secure storage.
- h) Real Estate Development: Work with City/County and developers to create successful affordable housing programs. Interface with developers and City/County to help create developments that achieve affordable housing goals and that are set up for successful implementation.
- i) General Real Estate Services: Upon request, provide general real estate services on behalf of the City. Contract for minor repairs.

## 8) Education

- a) Coordinate program education classes including but not limited to the following:
  - i) Developing class agendas and materials
  - ii) Facilitating the homebuyer education classes with topics such as



- (1) The BMR Program Application process – Eligibility and Qualification
- (2) Buying and Owning a Home with Deed Restrictions and/or Downpayment Assistances
- (3) Working with Realtors and Lenders
- (4) HUD Homebuyer Education and Counseling Referrals

### **Housing Inc. Referrals**

#1 Town of Truckee (HousingINC)

Hilary Hobbs, Assistant Town Manager. [hhobbs@townoftruckee.com](mailto:hhobbs@townoftruckee.com) 530.582.2914

#2 County of Placer (Robyn J. van Ekelenburg Consulting)

Emily Setzer, Placer County Principal Planner, [ESetzer@placer.ca.gov](mailto:ESetzer@placer.ca.gov) 530.305.9890

#3 Burbank Housing (Robyn J. van Ekelenburg Consulting)

Jocelyn Lin, Director of Development-Burbank Housing, [jlin@burbankhousing.org](mailto:jlin@burbankhousing.org) 707.303.0590

### **Program Deliverables**

- 1) Online Program Portal that meets security requirements (city-owned/purchased software).
- 2) Program Assessment to identify to create workflows for citywide programs.
- 3) Day-to-day workflows and workplans.
- 4) Marketing and Outreach Plans (affirmative marketing plans when required) for active programs.
- 5) Content for updated City-hosted BMR Program website, dedicated email address and phone line.
- 6) City approved education materials and engagement opportunities for developers, current owners, property owners and managers, tenants, and applicants.
- 7) Long-term monitoring and loan servicing program consistent with funding source requirements.
- 8) Compliance tools to ensure program oversight accuracy – tools include, but are not limited to Regulatory Agreement Compliance Matrix, Program Certifications, Audit Checklists, Tracking Sheets, Notification List Reports, Program Summaries, etc.
- 9) Weekly (or bi-weekly) team meetings
- 10) Program reports as directed by the City.
- 11) Underwrite and approve/deny applicants for loans, rentals, ownership and resales in accordance with the legal documents and Program Guidelines.

***HousingINC believes creating and preserving affordable housing is essential to building better communities. Effective marketing and efficient workflows are the first step to creating affordable opportunities. HousingINC will be a strategic partner and trusted resource for the City and its residents. We hope to have the privilege to serve the City of Menlo Park and its residents.***



**Fee Schedule**

<b>Service Description</b>	<b>Fee</b>	<b>Payable By</b>
BMR Administration	\$9,000/month paid monthly	City of Menlo Park
New Construction Home Sale	1-2% of the purchase price paid at closing through title	Developer
Re-Sale Home Sale	2 – 3% of the purchase price paid at closing through title	Seller
New Construction Inclusionary Rental Project – Partner Engagement (Landlord/Property Management Team, Marketing/Outreach, Tenant Education & Identification)	\$5,000/Project paid at project launch (12-18 months prior to TCOs)	City of Menlo Park
New Construction Inclusionary Rental Project – Tenant Approval	\$350/file paid upon lease signing	City of Menlo Park

# RFP– BELOW MARKET RATE HOUSING PROGRAM ADMINISTRATION SERVICES

Eren Romero  
Interim Housing Manager  
eromero@menlopark.gov



## Purpose

The City of Menlo Park is seeking this request for proposals from qualified organizations to provide professional services for the administration of the City’s below market rate housing program. Tasks may include, but are not limited to, all items listed in the Scope of Services section of this RFP.

There is no expressed or implied obligation for the City to reimburse organizations for any expenses incurred in preparing proposals. City staff will evaluate submitted proposals and reserves the right to reject any or all proposals submitted. During the evaluation process, the City reserves the right, where it may serve the City’s best interest, to request additional information or clarification from submitting organizations, or to allow corrections of errors or omissions. At the City’s discretion, the organizations submitting proposals may be requested to make presentations.

## Background

Menlo Park is a city of beautiful, tree-lined neighborhoods and active commercial districts. Located conveniently between the major metropolitan areas of San Francisco and San Jose, Menlo Park is home to a little over 35,000 residents in its 19 square miles. The City is also a strong employment center for the bioscience and technology industries. Menlo Park’s residents reflect a diverse group of backgrounds and interests who are actively engaged in community life.

Of Menlo Park’s over 14,000 housing units, roughly 58% are owner-occupied and 42% are renter-occupied. In 2022, the median home value was \$2.2 million and the average rent for a 2-bedroom apartment was \$4,200, while the median income for a family of four in San Mateo County was \$166,000. Due to the high cost of housing and generally elevated cost of living in the San Francisco Bay Area, a robust BMR housing program is imperative. The City works to preserve, produce, and protect its affordable housing supply through its BMR housing program which is regulated and guided by Municipal Code Chapter 16.96, the City’s Below Market Rate Guidelines and other housing programs and initiatives.

The City currently has an extensive pipeline of residential development projects that includes many new rental and ownership BMR units. Currently, there are 69 ownership units and 397 rental units which are deed restricted and regulated by the City’s BMR housing program. Of the 397 rental units, 70 are units are operated by private owners and property management. The City expects an additional 120 units to be completed in the next two years. In addition to the BMR portfolio, the City has approximately 35 active loans for items such as purchase assistance and emergency repairs, which are currently serviced by the City’s existing BMR administrator.

## RFP schedule

Listed below are the events and tentatively targeted dates. The City reserves the right to change these events and dates at any time.

RFP issued	March 23, 2023
Deadline to submit questions	5 p.m., March 31, 2023
Proposals Due	5 p.m., April 14, 2023
Proposals reviewed/finalists selected	April 21, 2023
Finalist interviews	April 24-28, 2023
Staff recommendation decision	May 9, 2023
City Council review/approval	May 23, 2023
Contract start date (tentative)	July 1, 2023

## Scope of services

The general responsibilities of the BMR administrator include, but are not limited to, the items listed below. If the organization identifies opportunities to add to the scope of services, the organization may submit an addendum to the proposal with options and associated costs. Conversely, the organization may submit a proposal for a portion of the services below. The City is seeking a BMR administrator to perform the following:

Task 1. BMR housing program administration. This task shall consist of the following services:

- Respond regularly to inquiries from the public and staff, providing information and advice to interested persons and housing seekers about the City’s BMR ownership and rental programs.

- Conduct marketing and education of BMR ownership and rental programs to ensure a sufficient pool of qualified buyers and/or renters.
- Maintain records and provide quarterly statistical reporting related to BMR ownership and rental units served, as well as a permanent database accessible to the City. Data should include, but not be limited to, contact information for all ownership households, rental units, and loan servicing, as well as applicant information for ownership and rental units including applicant household size and income category.
- Track and respond to customer service inquiries in a service platform accessible to City staff.

Task 2. Ownership services. This task shall consist of the following services:

- Oversee and implement BMR ownership refinance requests.
- Conduct annual compliance monitoring and certification of BMR ownership units.
- Oversee and implement the sale of BMR ownership units and resale of existing BMR ownership units, including sales price determinations and any associated negotiations and disputes related thereto.
- Provide assistance and counseling to BMR owners, in coordination with City staff, to help owners resolve financial, occupancy, or title matters that can affect the preservation of BMR ownership units.
- Send an informational update to BMR owners annually to keep them informed of their responsibilities under applicable deed restrictions and distribute other informational materials to owners as appropriate or as directed by the City.
- Conduct waitlist outreach activities to identify qualified ownership households, as needed.
- Coordinate and conduct homeownership educational workshops, as directed by the City, to inform ownership waitlist participants about the Menlo Park BMR ownership program.

Task 3. Rental services: This task shall consist of the following services:

- Manage and implement the City's BMR housing rental interest list including implementation of the City's preference criteria (see BMR Guidelines section 8.1) and conducting lottery drawings
- Conduct due diligence including, but not limited to, income verifications.
- Conduct annual property owner compliance monitoring and certification of BMR rental units.
- Assist City staff in dispute resolutions and violation noticing.
- Maintain and update maximum rent and income limits based on county data provided by HCD.
- Provide technical assistance to BMR property owners and property managers on City policy and regulations.
- On a quarterly basis, monitor market rate rents at BMR properties to ensure compliance with sections 4.1.2 and 12.1.2 of the City's BMR Guidelines (BMR rents may not exceed 75% of comparable market rate rents).
- Maintain contact with site owners and provide ongoing training to property managers at BMR properties to ensure compliance with the City's BMR program.

Task 4. Loan services

- Provide servicing to the City's portfolio of approximately 40 loans.
- Coordinate loan payments, deferred loans, loan balance reconciliation, compliance monitoring, and any necessary tax preparations while maintaining professional communication with borrowers including sending monthly statements and responding to inquiries.
- Provide quarterly reporting and loan remittance payment to the City within 30 days of the end of each quarter.

Task 5. Outreach and education

- Handle BMR-related questions and comments from rental and ownership applicants.
- Availability to take correspondence via calls and emails Monday through Friday, 8 a.m.–5 p.m.
- Provide in-person availability for those that require assistance or have little or no access to technology.
- Other duties as assigned by City.

### **Submittal requirements**

Proposals must include the information listed below and may include additional information that the organization feels will facilitate the City's consideration. Proposals may be submitted for any or all of the services described under the Scope of Services section. Organizations should make it clear for which services they are proposing and outline their submittals accordingly. The City may select one or multiple organizations to perform these services.

### **Qualifications**

Describe your organization's experience and qualifications to administer Menlo Park's BMR housing program, including the following:

- Cover letter expressing your interest in administering the Menlo Park BMR housing program and any information you would like to highlight.



- Experience with other public entities including a summary of work performed, the total cost of services provided on an annual basis, period over which the work was completed and the name, title and phone number of said clients to be contacted as references.
- Experience processing deeds of trust, loan subordination and payoff transactions.
- Provide example documents of compliance monitoring and certifications, marketing materials, application forms, and any other program materials the organization deems relevant.
- Relevant licenses and certifications (e.g., real estate license, housing administration certifications. etc.)
- Three references for which you currently or have previously administered their affordable housing program or provided similar services. Please include their name, address, phone number and email.
- If applicable, provide a list of contracts/agreements that were terminated for convenience or default within the past three years. List any litigation that now affects or may affect your organization’s ability to perform work in the future.
- Describe your capacity to serve Spanish speaking and other English as a foreign language clients in both written and speaking form.

**Compensation**

Proposals should describe how organizations intend to bill for services, including an itemized outline of all services being proposed. Estimated costs of services should be provided separately with costs associated with that service. Where possible, fixed costs should be itemized, such as per unit compliance monitoring. If hourly billing rates would be charged and those rates would vary for different types of work, indicate what rates will be charged for each type of service.

**Selection process**

City staff will determine the process by which the proposals are reviewed, although it is anticipated that the information provided in the proposals, interviews with the firms, and a thorough background and reference check will be the determining factors in making a selection. The final decision will be made by the Menlo Park City Council. Proposed fees, experience, service delivery, capacity and other qualifications will all be important selection factors.

The City reserves the rights and options to:

- Reject any or all of the submittals
- Waive any of the provisions in the Request for Proposals
- Issue subsequent Requests for Proposals
- Cancel the Request for Proposal process
- Waive any technical error in the responses it receives
- Negotiate with any, all, or none of the respondents to the Request for Proposals in regard to costs, fees for services, or to further refine the scope of services to be provided
- Award a contract or contracts to more than one organization for different services
- Edit/alter any portions of the proposal with provided notification to organization

Depending on the proposal selected and the amount of the proposed contract, City staff will present the proposed contract and supporting documentation to the City Council for approval. The target date of May 23, 2023, for City Council approval is subject to change.

**Proposal submittal**

Proposals will only be received in electronic format through the City’s PlanetBids Portal available at [menlopark.gov/rfp](http://menlopark.gov/rfp). The submission deadline for all proposals is 5 p.m., Friday, April 14, 2023. Please note that organizations must be pre-registered with the City’s bidding system in order to submit their proposal.

Proposals and materials submitted will become the property of the City and will not be deemed confidential or proprietary

**Communications and questions**

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments regarding this RFP must be put in writing and received no later than 5 p.m., Friday, March 31, 2023. Written questions may be submitted electronically through the city bid portal at [menlopark.gov/RFP](http://menlopark.gov/RFP).

Responses from the City will be communicated in writing to all recipients of this RFP. All addenda shall become part of this RFP. The City shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by the City.

<b>Contract term</b>
The City intends to execute a three-year contract with the most qualified organization(s) with an option to extend on an annual basis. The Contract(s) will be awarded at the discretion of the Menlo Park City Council.
<b>Attachments</b>
A. City's standard professional services agreement B. City's Below Market Rate Guidelines

## Choose agreement type

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



Agreement #:
<b>AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND FIRST PARTY</b>
THIS AGREEMENT made and entered into at Menlo Park, California, this _____, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and FIRST PARTY, hereinafter referred to as "FIRST PARTY."
<p>WITNESSETH:</p> <p>WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional services for CITY in connection with that certain project called: <a href="#">click here to enter text</a></p> <p>WHEREAS, FIRST PARTY is licensed to perform said services and desires to and does hereby undertake to perform said services.</p> <p>NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND CONDITIONS of each of the parties hereto, it is hereby agreed as follows:</p>
<b>1. SCOPE OF WORK</b>
In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the services as set forth in Exhibit "A," Scope of Services.
<b>2. SCHEDULE FOR WORK</b>
<p>FIRST PARTY's proposed schedule for the various services required pursuant to this agreement will be as set forth in Exhibit "A," Scope of Services. CITY will be kept informed as to the progress of work by written reports, to be submitted monthly or as otherwise required in Exhibit "A." Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other, or the other's employees and agents.</p> <p>FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY. The "Notice to Proceed" date shall be considered the "effective date" of the agreement, as used herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver to CITY all project related files, records, and materials within one month after completion of all of FIRST PARTY's activities required under this agreement.</p>
<b>3. PROSECUTION OF WORK</b>
FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will complete the work in accordance with the schedule of work approved by the CITY. (See Exhibit "A," Scope of Services).

**4. COMPENSATION AND PAYMENT**

- A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed \$**enter amount** as described in Exhibit "A," Scope of Services. All payments shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.
- B. FIRST PARTY's fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.
- C. Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, the FIRST PARTY shall submit a statement describing the services performed to CITY. This statement shall include, at a minimum, the project title, agreement number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.
- D. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY's relevant records pertaining to the charges.

**5. EQUAL EMPLOYMENT OPPORTUNITY**

- A. FIRST PARTY, with regard to the work performed by it under this agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap, marital status or age in the retention of sub-consultants, including procurement of materials and leases of equipment.
- B. FIRST PARTY shall take affirmative action to insure that employees and applicants for employment are treated without regard to their race, color, religion, sex, national origin, marital status or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship.
- C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status or handicap.
- E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.
- F. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY's agreement with all sub-consultants.

**6. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST**

- A. FIRST PARTY shall not assign this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however, that claims for money due or to become due to the FIRST PARTY from the CITY under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.
- B. In the event there is a change of more than 30 percent of the stock ownership or ownership in FIRST PARTY from the date of this agreement is executed, then CITY shall be notified before the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this agreement upon notice to FIRST PARTY. In the event CITY is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that CITY has terminated this agreement.

**7. INDEPENDENT WORK CONTROL**

It is expressly agreed that in the performance of the service necessary for compliance with this agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY's services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

**8. CONSULTANT QUALIFICATIONS**

It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling necessary to perform the work agreed to be done by it under this agreement and CITY relies upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the profession. The acceptance of FIRST PARTY's work by CITY does not operate as a release of FIRST PARTY from said understanding.

**9. NOTICES**

All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service. Notices required to be given to CITY shall be addressed as follows:

Department Head

Department

City of Menlo Park

701 Laurel St.

Menlo Park, CA 94025

650-330-xxxx

Email

Notices required to be given to FIRST PARTY shall be addressed as follows:

Name

Company

Address

City, State Zip

Phone

Email

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.

**10. HOLD HARMLESS**

The FIRST PARTY shall defend, indemnify and hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants from all claims, suits or actions that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the FIRST PARTY brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work required by this agreement by FIRST PARTY, its officers, agents, employees and servants. Nothing herein shall be construed to require the FIRST PARTY to defend, indemnify or hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants against any responsibility to liability in contravention of Section 2782.8 of the California Civil Code.

**11. INSURANCE**

- A. FIRST PARTY shall not commence work under this agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City, with certificates of insurance evidencing the required coverage.
- B. There shall be a contractual liability endorsement extending the FIRST PARTY's coverage to include the contractual liability assumed by the FIRST PARTY pursuant to this agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the CITY, at the address shown in Section 9, of any pending cancellation of the policy. FIRST PARTY shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.
1. Workers' compensation and employer's liability insurance:  
The FIRST PARTY shall have in effect during the entire life of this agreement workers' compensation and Employer's Liability Insurance providing full statutory coverage. In signing this agreement, the FIRST PARTY makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this agreement" (not required if the FIRST PARTY is a Sole Proprietor).
  2. Liability insurance:  
The FIRST PARTY shall take out and maintain during the life of this agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the FIRST PARTY's operations under this agreement, whether such operations be by FIRST PARTY or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) in aggregate, or one million dollars (\$1,000,000) combined single limit bodily injury and property damage for each occurrence. FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this agreement in an amount of not less than one million dollars (\$1,000,000) for each accident combined single limit or not less than one million dollars (\$1,000,000) for any one (1) person, and one million dollars (\$1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, (\$300,000) property damage.
  3. Professional liability insurance:  
FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this agreement, in the amount of not less than one million dollars (\$1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.
- C. CITY and its subsidiary agencies, and their officers, agents, employees and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the Professional Liability and workers' compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.
- D. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this agreement to the contrary, immediately declare a material breach of this agreement and suspend all further work pursuant to this agreement.
- E. Before the execution of this agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.

**12. PAYMENT OF PERMITS/LICENSES**

Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, before commencement of said work/services or forfeit any right to compensation under this agreement.

**13. RESPONSIBILITY AND LIABILITY FOR SUB-CONSULTANTS AND/OR SUBCONTRACTORS**

Approval of or by CITY shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its sub-consultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, specifications or other documents prepared by FIRST PARTY or its sub-consultants and/or subcontractors.

**14. OWNERSHIP OF WORK PRODUCT**

Work products of FIRST PARTY for this project, which are delivered under this agreement or which are developed, produced and paid for under this agreement, shall become the property of CITY. The reuse of FIRST PARTY's work products by City for purposes other than intended by this agreement shall be at no risk to FIRST PARTY.

**15. REPRESENTATION OF WORK**

Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit "A" or as otherwise specified in Exhibit "A."

**16. TERMINATION OF AGREEMENT**

- A. CITY may give thirty (30) days written notice to FIRST PARTY, terminating this agreement in whole or in part at any time, either for CITY's convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY's change of its assigned personnel on the project without prior CITY approval. Upon receipt of such notice, FIRST PARTY shall:
1. Immediately discontinue all services affected (unless the notice directs otherwise); and
  2. Deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this agreement, whether completed or in process.
- B. If termination is for the convenience of CITY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- C. If the termination is due to the failure of FIRST PARTY to fulfill its agreement, CITY may take over the work and prosecute the same to completion by agreement or otherwise. In such case, FIRST PARTY shall be liable to CITY for any reasonable additional cost occasioned to the CITY thereby.
- D. If, after notice of termination for failure to fulfill agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this Section.
- E. The rights and remedies of the CITY provided in this Section are in addition to any other rights and remedies provided by law or under this agreement.
- F. Subject to the foregoing provisions, the CITY shall pay FIRST PARTY for services performed and expenses incurred through the termination date.

**17. INSPECTION OF WORK**

It is FIRST PARTY's obligation to make the work product available for CITY's inspections and periodic reviews upon request by CITY.

**18. COMPLIANCE WITH LAWS**

It shall be the responsibility of FIRST PARTY to comply with all State and Federal Laws applicable to the work and services provided pursuant to this agreement, including but not limited to compliance with prevailing wage laws, if applicable.

**19. BREACH OF AGREEMENT**

- A. This agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this agreement, shall constitute a breach of this agreement and may be cause for termination at the election of the CITY.
- B. The CITY reserves the right to waive any and all breaches of this agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of agreement.

**20. SEVERABILITY**

The provisions of this agreement are severable. If any portion of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

**21. CAPTIONS**

The captions of this agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this agreement.

**22. LITIGATION OR ARBITRATION**

In the event that suit or arbitration is brought to enforce the terms of this agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees. The Dispute Resolution provisions are set forth on Exhibit "B," 'Dispute Resolution' attached hereto and by this reference incorporated herein.

**23. RETENTION OF RECORDS**

Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and /or audit of the City, a federal agency, and the state of California.

**24. TERM OF AGREEMENT**

This agreement shall remain in effect for the period of **Select start date** through **Select end date** unless extended, amended, or terminated in writing by CITY.



**25. ENTIRE AGREEMENT**

This document constitutes the sole agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document's date. Any prior agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties to this agreement.

**26. STATEMENT OF ECONOMIC INTEREST**

Consultants, as defined by Section 18701 of the Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations, are required to file a Statement of Economic Interests with 30 days of approval of a contract services agreement with the City of its subdivisions, on an annual basis thereafter during the term of the contract, and within 30 days of completion of the contract.

Based upon review of the Consultant's Scope of Work and determination by the City Manager, it is determined that Consultant **Choose an item** required to file a Statement of Economic Interest. A statement of Economic Interest shall be filed with the City Clerk's office no later than 30 days after the execution of the agreement.

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

**FOR FIRST PARTY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Tax ID#

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Nira F. Doherty, City Attorney

\_\_\_\_\_  
Date

**FOR CITY OF MENLO PARK:**

\_\_\_\_\_  
**Signature Authority, Title**

\_\_\_\_\_  
Date

**ATTEST:**

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

\_\_\_\_\_  
Date

**EXHIBIT "A" – SCOPE OF SERVICES****A1. SCOPE OF WORK**

FIRST PARTY agrees to provide consultant services for CITY's **Department**. In the event of any discrepancy between any of the terms of the FIRST PARTY's proposal and those of this agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:

Provide general consultant services for projects as determined by the CITY. The detailed scope of work for each task the CITY assigns the consultant shall be referred to as Exhibit A -1, which will become part of this agreement. A notice to proceed will be issued separately for each separate scope of work agreed to between the CITY and FIRST PARTY.

FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and CITY's satisfaction.

**A2. COMPENSATION**

CITY hereby agrees to pay FIRST PARTY at the rates to be negotiated between FIRST PARTY and CITY as detailed in Exhibit A-1. The actual charges shall be based upon (a) FIRST PARTY's standard hourly rate for various classifications of personnel; (b) all fees, salaries and expenses to be paid to engineers, consultants, independent contractors, or agents employed by FIRST PARTY; and shall (c) include reimbursement for mileage, courier and plan reproduction. The total fee for each separate Scope of Work agreed to between the CITY and FIRST PARTY shall not exceed the amount shown in Exhibit A-1.

FIRST PARTY shall be paid within thirty (30) days after approval of billing for work completed and approved by the CITY. Invoices shall be submitted containing all information contained in Section A5 below. In no event shall FIRST PARTY be entitled to compensation for extra work unless an approved change order, or other written authorization describing the extra work and payment terms, has been executed by CITY before the commencement of the work.

**A3. SCHEDULE OF WORK**

FIRST PARTY'S proposed schedule for the various services required will be set forth in Exhibit A-1.

**A4. CHANGES IN WORK -- EXTRA WORK**

In addition to services described in Section A1, the parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional services including but not limited to:

- Change in the services because of changes in scope of the work.
- Additional tasks not specified herein as required by the CITY.

The CITY and FIRST PARTY shall agree in writing to any changes in compensation and/or changes in FIRST PARTY's services before the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the **Project Manager's title**.

**A5. BILLINGS**

FIRST PARTY's bills shall include the following information: A brief description of services performed, project title and the agreement number; the date the services were performed; the number of hours spent and by whom; the current contract amount; the current invoice amount; Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section A2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this agreement shall be incurred at the FIRST PARTY's discretion. Such expenses shall be FIRST PARTY's sole financial responsibility.

**EXHIBIT "B" - DISPUTE RESOLUTION**

- B1.0** All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:
- B2.0 Mediation**
- B2.1** The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph B3.1.
- B3.0 Arbitration**
- B3.1** Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph B2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the agreement.
- B3.2** The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:
- B3.3** Any demand for arbitration shall be writing and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.
- B3.4** The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years' experience in construction litigation.
- B3.5** All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties.
- B3.6** The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.
- B3.7** Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.
- B3.8** The prevailing party shall be awarded reasonable attorneys' fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.
- B3.9** Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.
- B3.10** The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.

**RESOLUTION NO. 6708**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
ADOPTING REVISIONS TO THE BELOW MARKET RATE HOUSING  
PROGRAM GUIDELINES**

WHEREAS, the City of Menlo Park ("City") established the Below Market Rate Housing Program Guidelines ("Guidelines") on the twelfth day of January, 1988; and

WHEREAS, the need to facilitate affordable housing opportunities for extremely low, very low, low and moderate-income households remain in Menlo Park; and

WHEREAS, the City strives to continue improving the implementation of the Below Market Rate Housing Program with continued updates to the program guidelines; and

WHEREAS, the City affirms its commitment to providing affordable housing opportunities to income-qualifying households; and

WHEREAS, the proposed modifications to the Guidelines ensure the City is proactively improving current practices for its affordable housing programs; and

WHEREAS, the Housing Commission reviewed and recommended the City Council adopt the proposed changes to the Guidelines at its meeting on the second day of February, 2022; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Menlo Park hereby adopts revisions to the Below Market Rate Housing Program Guidelines recommended by staff and Housing Commission, and presented to the City Council on the first day of March, 2022, incorporated herein as Exhibit A, govern the operation of the program from this date forward.

I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council resolution was duly and regularly passed and adopted at a meeting by said City Council on the first day of March, 2022, by the following votes:


AYES: Combs, Mueller, Nash, Taylor, Wolosin

NOES: None

ABSENT: None

ABSTAIN: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this third day of March, 2022.

DocuSigned by:  
  
39280A20D0BE491...  
\_\_\_\_\_  
Judi A. Herren, City Clerk

# **CITY OF MENLO PARK BELOW MARKET RATE HOUSING PROGRAM GUIDELINES**

## **Income Limits/Section 15, Tables A and B Updated for 2021-22**

Originally Adopted by City Council on January 12, 1988

Revised by City Council on the following dates:

- December 17, 2002 (No Resolution)
- March 25, 2003 (Resolution No. 5433)
- January 13, 2004 (No Resolution)
- March 22, 2005 (Resolution No. 5586)
- March 2, 2010 (Resolution No. 5915)
- May 10, 2011 (No Resolution)
- May 6, 2014 (Resolution No. 6196)
- April 17, 2018 (Resolution No. 6432)
- June 19, 2018 (Resolution No. 6446)
- March 1, 2022 (Resolution No. 0000)

# BELOW MARKET RATE HOUSING PROGRAM GUIDELINES

## Table of Contents

1. Overview .....	1
2. BMR Housing Agreement and Review Process .....	1
3. Requirements for Developments by Type .....	2
4. BMR Program Requirements for On-Site BMR Units, Off-Site BMR Units and In Lieu Fees .....	4
5. Characteristics of BMR Units .....	7
6. Household Definition and Criteria.....	9
7. Eligibility Requirements for Households Applying to Purchase BMR Units...	10
8. BMR Purchase and Rental Interest List Preference Criteria .....	12
9. The BMR Unit Purchase Process: Buyer Selection and Sale Procedures....	15
10. Occupancy Requirements for Owner-Occupied BMR Units.....	18
11. Process for Resale of BMR Units.....	19
12. Requirements for BMR Rental Developments .....	20
13. Equivalent Alternatives .....	22
14. Below Market Rate Housing Fund and Severability Clause .....	22
15. Tables .....	25

## 1. OVERVIEW

The high cost and scarcity of housing in Menlo Park have been caused in large part because the number of jobs in Menlo Park has grown, but the supply of housing has not increased significantly. A majority of new employees earn low- and moderate-incomes and are most severely impacted by the lack of affordable housing in Menlo Park. Because of the high cost of housing, families who seek to live in Menlo Park cannot afford to purchase homes here and are forced to rent. Many renters pay a disproportionately high amount of their incomes in rent.

**1.1 Purpose.** The City of Menlo Park's Below Market Rate ("BMR") Housing Program is intended to increase the housing supply for households that have very low, low- and moderate-incomes compared to the median income for San Mateo County. The primary objective is to obtain actual housing units, either "rental" or "for sale," rather than equivalent cash.

**1.2 Enabling Legislation.** The BMR Housing Program is governed by Chapter 16.96 of the Municipal Code. The BMR Housing Program is administered under these BMR Housing Program Guidelines ("Guidelines").

## 2. BMR HOUSING AGREEMENT AND REVIEW PROCESS

**2.1 BMR Housing Agreement.** Before acceptance of plans for review by the City of Menlo Park staff, a developer should provide a proposal for meeting the requirements of the BMR Housing Program. The proposal should include one or a combination of the following alternatives: a) Provision of BMR units on site; and/or b) Provision of BMR units off-site; and/or c) Payment of an in-lieu fee. These alternatives are listed in order of preference.

**2.2 Review Steps.** The following review steps apply to most development projects:

- City staff will review a BMR For-Sale Agreement or an Affordability Housing Agreement (either, a "BMR Housing Agreement"), that has been prepared by the developer's attorney on a form substantially similar to that provided by the City and shall make a recommendation with respect to it to the Housing Commission, and, if applicable, to the Planning Commission and/or the City Council. The City Attorney must approve as to form the BMR Housing Agreement prior to its review by the Planning Commission.
- The City Council grants approval of the BMR Housing Agreement for projects which it reviews. For all other projects, the BMR Housing Agreement shall be approved by the entity having final approval authority over the project.



### 3. REQUIREMENTS FOR DEVELOPMENTS BY TYPE

**3.1 Commercial Developments.** The BMR Housing Program requires commercial developments which bring employees to Menlo Park to provide BMR units or to contribute to the BMR Housing Fund that is set up to increase the stock of housing for very low, low and moderate income households, with preference for workers whose employment is located in the City of Menlo Park, and for City residents.

**3.1.1 Commercial Development Requirements.** Commercial buildings of 10,000 square feet or more gross floor area are required to mitigate the demand for affordable housing created by the commercial development project. In order to do so, it is preferred that a commercial development project provide BMR housing on-site (if allowed by zoning) or off-site (if on-site BMR units are infeasible). A density bonus of up to 15% above the density otherwise allowed by zoning may be permitted when BMR housing is provided on-site. The BMR Housing Agreement will detail the BMR Housing Program participation of a particular development.

Although the provision of actual BMR units is strongly preferred, it is not always possible to provide BMR housing units. In such cases, the developer shall pay a commercial in-lieu fee rather than provide actual BMR housing units. Commercial in-lieu fees must be paid prior to the issuance of a building permit.

Commercial in-lieu fees are charged at different rates to two groups based on the employee housing demand the uses produce. Group A uses are office and research and development ("R&D"). Group B uses are all other uses not in Group A.

Commercial in-lieu fee rates are adjusted annually on July 1st. The amount of the adjustment is based on a five-year moving average of the percentage increase in the Consumer Price Index (Shelter Only) for All Urban Consumers in the San Francisco-Oakland-San Jose area. Refer to Section 15, Table D, for the Commercial In-lieu Fee Rates, which may be updated by City staff from time to time.

**3.1.2 Applicability.** The BMR Housing Program applies to conditional use permits, conditional development permits, planned development permits, subdivision approvals, architectural control approvals, variance approvals and building permits for any commercial development. The BMR Housing Program also applies to the construction of any new square footage or any square footage that is converted from an exempt use to a non-exempt use. Finally, the BMR Housing Program applies to the conversion of floor area from a less intensive use (Commercial/Industrial uses) to a more intensive use (Office/R&D).

**3.1.3 Exemptions.** The following are exempted from the BMR Housing Program:

- (a) Private schools and churches;

- (b) Public facilities;
- (c) Commercial development projects of less than 10,000 square feet; and
- (d) Projects that generate few or no employees.

**3.2 Residential Developments.** The BMR Housing Program requires residential developments which use scarce residentially zoned land in Menlo Park to provide BMR units or to contribute to the BMR Housing Fund. The BMR Housing Fund is set up to increase the stock of housing for very low-, low- and moderate-income families, with preference for workers whose employment is located in the City of Menlo Park, and for City residents.

**3.2.1 Residential Development Requirements.** Residential developments of five or more units are subject to the requirements of the BMR Housing Program. These requirements also apply to condominium conversions of five units or more. As part of the application for a residential development of five or more units, the developer must submit a BMR Housing Agreement, in a form substantially similar to that provided by the City, which details the developer's plan for participation in the BMR Housing Program. No building permit or other land use authorization may be issued or approved by the City unless the requirements of the BMR Program have been satisfied.

**3.2.2 Condominium Conversions.** If an apartment complex already participating in the BMR Housing Program elects to convert the complex to condominiums, then the existing BMR rental apartments shall be converted to BMR condominium units under the BMR Housing Program.

When market rate rental units are removed from the rental housing stock for conversion to condominiums, and they are not already participating in the BMR Housing Program, then the project shall meet the same requirements as new developments to provide BMR units in effect at the time of conversion. When the property owner notifies the City of the intent to sell, the property owner shall notify any BMR tenants of such units of the pending sale and non-renewal of lease. Such tenant(s) shall be given the right of first refusal to purchase the unit. If the tenant seeks to purchase the unit, at the close of escrow the unit shall exist as a for-sale BMR unit. If the tenant does not seek to purchase, the tenant shall vacate the unit at the expiration of the current lease term and the unit will be sold to an eligible third party according to the BMR Guidelines and held as a for-sale BMR unit. The tenant who vacates will have priority to move to other vacant BMR rental units in the City for two years from the date the lease expired, regardless of the place of residence of the displaced BMR tenant.

**3.3 Mixed Use Developments.** Mixed use developments must comply with the requirements for commercial developments in the commercial portion of the development and must comply with the requirements for residential developments for the residential portion of the development.

**3.4 Required Contribution for Residential Development Projects.** All

residential developments of five units or more are required to participate in the BMR Housing Program. The preferred BMR Housing Program contribution for all residential developments is on-site BMR units. For rental residential development projects, the applicant may comply with the City's BMR requirements by providing in-lieu fees, land dedication, off-site construction, or acquisition and rehabilitation of existing units. Any alternative means of compliance shall be approved by the City Council upon findings that the alternative is commensurate with the applicable on-site requirement and complies with applicable BMR Guidelines.

For ownership residential development projects, if providing on-site BMR units is not feasible as confirmed by the City, developers are required to pay an in-lieu fee as described in Section 4.3. The requirements for participation increase by development size as shown below:

**One (1) to Four (4) Units.** Developers are exempt from the requirements of the BMR Housing Program.

**Five (5) to Nine (9) Units.** It is preferred that the developer provide one unit at below market rate to a very low, low, or moderate income household.

**Ten (10) to Nineteen (19) Units.** The developer shall provide not less than 10% of the units at below market rates to very low-, low- and moderate-income households.

**Twenty (20) or More Units.** The developer shall provide not less than 15% of the units at below market rates to very low-, low- and moderate-income households. On a case-by-case basis, the City will consider creative proposals for providing lower cost units available to lower income households such as smaller unit size, duet-style, and/or attached units that are visually and architecturally consistent with the market-rate units on the exterior, and that meet the City's requirements for design, materials, and interior features of BMR units.

**3.4.1 Fraction of a BMR Housing Unit.** If the number of BMR units required for a residential development project includes a fraction of a unit, the developer shall provide either a whole unit, the preferred form of participation, or make a pro rata residential in lieu payment on account of such fraction per Section 4.3 or 4.4, as applicable.

*Example: A residential project is developed with 25 condominium units. The BMR requirement of 15% equates to 3.75 units. The preferred BMR Housing Program participation is four BMR units. If four BMR units are provided, the developer would pay no in-lieu fee. Alternatively, if three BMR units are provided, the developer would have to pay an in-lieu fee for the remaining fractional BMR unit.*

#### **4. BMR PROGRAM REQUIREMENTS FOR ON-SITE BMR UNITS, OFF-SITE BMR UNITS AND IN-LIEU FEES**

#### **4.1 On-Site BMR Units.**

**4.1.1 Initial Price for For-Sale Unit.** The initial selling price of BMR for-sale units for extremely low (30% AMI), very low (50% AMI), subsidized low (60% AMI), low (80% AMI) or moderate (120% AMI) income households is based on what is affordable to households with incomes at the identified percentage of area median income (“AMI”) related to household size, as established from time to time by the State of California Housing and Community Development Department (“HCD”) for San Mateo County. See Section 15, Table A, which may be updated by City staff from time to time.

**4.1.2 Initial Price for Rental Unit.** The initial monthly rental amounts for BMR rental units will be equal to or less than thirty percent (30%) of the applicable income limits for extremely low, very low, subsidized low, low and moderate income households adjusted for occupancy, as established from time to time by the HCD for San Mateo County. In no case shall the monthly rental amounts for BMR units exceed seventy-five percent (75%) of comparable market rate rents. The maximum rent for specific BMR units will be based on Section 15, Table B of the BMR Guidelines, which may be updated by City staff from time to time. See also Sections 11.1.1 and 11.1.2.

The purchase or rental price for BMR units shall be established and agreed upon in writing in the BMR Housing Agreement per Section 2.2, prior to final building inspection for such BMR units. The provision of affordable units at extremely low, very low, low and/or moderate income levels shall be roughly equivalent to the provision of all of the affordable units at the low income level.

**4.1.3 Bonus Unit.** For each BMR unit provided, a developer shall be permitted to build one additional market rate (bonus) unit. However, in no event shall the total number of units in a development be more than fifteen percent (15%) over the number otherwise allowed by zoning.

**4.2 Off-Site BMR Units.** If authorized by the City as described in Section 2.2, developers may propose to provide BMR units at a site other than the proposed development. These off-site BMR units must be provided on or before completion of the proposed development and must provide the same number of units at below market rates to very low, low and moderate income households as required for on-site developments. Such units may be new or existing. Provision by the developer and acceptance by the City of off-site units shall be described in the BMR Housing Agreement. Size, location, amenities and condition of the BMR units shall be among the factors considered by the City in evaluating the acceptability of the off-site BMR units. For existing units, the developer shall be responsible for correcting, at developer’s expense, all deficiencies revealed by detailed inspection of the premises by qualified inspectors, including a certified pest inspector.

The initial price or rent for the BMR units shall be established as stated in Sections 4.1.1 and 4.1.2 and in accordance with the BMR Income Guidelines in Section 15 in effect at the time the BMR unit is ready for sale or rent. Fractions of required BMR units shall be

handled by provision of an in-lieu fee for the market rate units for which no BMR unit is provided.

### **4.3 Ownership Residential In Lieu Payments Based on Sales Price.**

**4.3.1 Developments of Ten (10) or More Units.** In developments of 10 or more units, the City will consider an in-lieu payment alternative to required BMR units only if the developer substantiates to the City's satisfaction that the BMR units cannot be provided on or off-site. In developments of 10 or more units which provide BMR units, upon the close of escrow on the sale of each unit in the subdivision for which a BMR unit has not been provided, the developer shall pay to the City an in-lieu payment calculated at three percent (3%) of the actual sales price of each unit sold. In lieu payments for fractions of BMR units shall be determined by disregarding any bonus units and as three percent (3%) of selling price of each market rate unit sold if the developer substantiates to the City's satisfaction that the BMR units cannot be provided on or off-site.

If a portion of a BMR requirement is met by a provision of BMR units, and the developer substantiates to the City's satisfaction that a sufficient number of BMR units cannot be provided on or off-site, then BMR in-lieu payments will be required from the sales of the number of market rate units (excluding bonus units) that is in proportion to the BMR requirement that is not met.

### **4.3.2 Developments of Five (5) to Nine (9) Units.**

**Residential In-Lieu Payments Based on Sales Price.** In developments of five to nine units, the City will consider an in-lieu payment alternative to required BMR units only if the developer cannot provide an additional BMR unit. If providing an additional BMR unit is not feasible, developers are required to pay a residential in lieu fee as described below.

<u>Unit No.</u>	<u>In lieu fee for each unit</u>
1, 2 and 3	1% of the sales price
4, 5 and 6	2% of the sales price
7, 8 and 9	3% of the sales price

*Example: In a development of seven units, the BMR contribution would be, in order of preference: a) One BMR unit out of the seven units, with the possibility of a density bonus of one unit, or, if that is not feasible, b) Three units designated to pay an in-lieu fee of one percent (1%) of the sales price, three units to pay in-lieu fees of two percent (2%) of their sales prices and one unit to pay three percent (3%) of its sales price.*

Units paying in-lieu fees are designated so that they are distributed by unit size and location throughout the project.

In developments of 10 or more units which provide BMR units, upon the close of escrow on the sale of each unit in the subdivision for which a BMR unit has not been provided, the developer shall pay to the City an in-lieu payment calculated at three percent (3%) of the actual sales price of each unit sold.

*Example: Two possible plans to meet the BMR requirement for a project of 15 housing units are, in order of preference: a) Two BMR units are provided, and no in-lieu fees are paid, or b) One BMR unit is provided out of the first 10 units, one bonus unit is granted for the provision of the BMR unit, and four units pay in-lieu fees.*

**Units held as rental, in-lieu fee.** If the developer retains any completed unit as a rental, either for its own account or through subsidiary or affiliated organizations, the BMR contribution including BMR housing unit or in-lieu payment for such unit shall be negotiated between the developer and the City. If an in-lieu fee is paid, the market value shall be based on an appropriate appraisal by an appraiser agreed upon by the City and the developer and paid for by the developer. The basis for such appraisal shall be as a condominium rather than as a rental.

**4.4 Rental Residential In Lieu Payments Based on Cost.** The City Council shall establish a rental residential in-lieu fee by resolution, which fee may be updated from time to time. The fee shall be based on the cost to develop, design, construct, and maintain a standard one-bedroom unit in Menlo Park. The fee shall also include the proportionate costs of associated common area as well as land acquisition costs. The fee shall be adjusted on a project-by-project basis depending on size, location and other factors relevant to cost. The fee can be adjusted by a pre-set formula or by a consultant selected by the City and funded by the applicant.

## **5. CHARACTERISTICS OF BMR UNITS**

**5.1 Size and Location of BMR Units.** BMR housing units shall generally be of the same proportionate size (number of bedrooms and square footage) as the market-rate units. The BMR units should be distributed throughout the development, and should be indistinguishable from the exterior. BMR units shall contain standard appliances common to new units, but need not have luxury accessories, such as Jacuzzi tubs. The Planning Commission and/or City Council shall have the authority to waive these size, location and appearance requirements of BMR units in order to carry out the purposes of the BMR Housing Program and the Housing Element.

**5.2 Design and Materials in BMR Units.** The design and materials used in construction of BMR units shall be of a quality comparable to other new units constructed in the development but need not be of luxury quality.

**5.3 The BMR Price Must Be Set Before Final Building Inspection.** There shall be no final inspection of BMR housing units until their purchase or rental prices have been agreed upon in writing by the developer and the City Manager, or his or her designee. Also, the sale or rental process will not begin until the sales price is set.

### **5.3.1 Final Inspection Schedule for Smaller and Larger Developments.**

**Less Than Ten (10) Units.** In developments of less than 10 units with one or more BMR units, all BMR units must pass final inspection before the last market rate unit passes final inspection.

**Ten (10) to Nineteen (19) Units.** In developments of 10 or more units, including developments that are constructed in phases, for the first 10 housing units, a BMR unit must pass final inspection before nine market rate units may pass final inspection. For each additional group of 10 housing units, one additional BMR unit must pass final inspection before nine additional market rate units may pass final inspection.

**Twenty (20) or More Units.** In developments of 20 or more units, including developments that are constructed in phases, for the first 10 housing units, a BMR unit must pass final inspection before nine market rate units may pass final inspection. In addition, two additional BMR units must pass final inspection before eight additional market rate units may pass final inspection. For each additional group of 20 housing units, three additional BMR units must pass final inspection before 17 additional market rate units may pass final inspection. No project or phase may pass final inspection unless all the BMR units, which equal 15% or more of the housing units in that phase or project, have passed final inspection for that phase or project.

**Last Unit.** In no case may the last market rate unit pass final inspection before the last BMR unit has passed final inspection.

**5.4 Sales Price Determination for BMR For-Sale Units.** The maximum sales price for BMR units shall be calculated as affordable to BMR households, which are eligible by income at the time that the maximum prices are set and which are of the smallest size eligible for the BMR units (excluding two-bedroom units, which shall be based on incomes for two person households even when units are made available to one person households). See Section 15, Table A, for income eligibility limits, and Table C, for occupancy standards, which tables may be updated by City staff from time to time. The affordability of maximum prices will take into consideration mortgage interest rates, minimum down payments, mortgage debt-to-income ratios and other qualifying criteria used by lenders at the time the sales prices are set, as well as cost of insurance, taxes, homeowners' dues and any other necessary costs of homeownership.

**5.4.1 Price Determination for Projects with Condominium Maps That Will Rent for an Indefinite Period of Time.** Projects with condominium subdivision maps that will rent BMR units for an indefinite period shall have basic sales prices established at the outset for such BMR units in accordance with the Guidelines. Such initial sales prices shall be adjusted for the period between the month of completion of the BMR units and the month of notification of intent to sell the units, with further adjustments for improvements and deterioration per the Guidelines. The adjustments shall be based on one-third of the increase in the Consumer Price Index ("CPI"), All Urban Consumers, San Francisco-Oakland-San Jose, published by the U.S. Department of Labor, Bureau of Labor Statistics, plus certain other equitable

adjustments.

**5.5 Legal Characteristics of BMR Units: Right of First Refusal and Deed Restrictions.** All BMR units shall be subject to deed restrictions and conditions which include a right of first refusal in favor of the City for a period of 55 years under which the City or its designee will be entitled to purchase the property at the lower of (1) market value, or (2) the purchase price paid by seller, plus one-third of the increase (during the period of seller's ownership) in the CPI, All Urban Consumers, San Francisco-Oakland-San Jose, published by the U.S. Department of Labor, Bureau of Labor Statistics, plus certain other equitable adjustments. The deed restrictions will also prohibit sales or transfers of the property except with the written consent of the City and at a price computed as above. Exceptions from all prohibitions against sale or transfer will include:

- (1) Demonstrated unlikelihood of obtaining a qualified buyer within a reasonable period;
- (2) Transfer by termination of joint tenancy or by gift or inheritance to parents, spouse, children, grandchildren or their issue.

The prohibition against sales or transfers will not terminate at the end of 55 years in the event of an exempt transfer by termination of joint tenancy or by gift or inheritance to family members. The prohibition against sales or transfers will terminate in the event of an exempt sale or transfer when there is a demonstrated unlikelihood of obtaining a qualified buyer within a reasonable period of time.

In the event of an exempt sale when there is a demonstrated unlikelihood of obtaining a qualified buyer within a reasonable period of time, the seller will be entitled to receive the lesser of (A) market value or (B) the purchase price paid by the seller plus one-third of the increase (during the seller's ownership) in the CPI, plus certain other equitable adjustments, as specified in the deed restrictions. The balance of the proceeds shall be paid to the City of Menlo Park to be deposited in the BMR Housing Fund. Any transferee pursuant to an exempt transfer by termination of joint tenancy or by gift or inheritance to family members must reside in the BMR unit and must qualify under the income criteria of the BMR Program at the time of the transfer of the BMR unit.

## **6. HOUSEHOLD DEFINITION AND CRITERIA**

For purposes of sections 7 and 8 of these Guidelines, the following definition of household and provisions establishing household composition shall apply.

**6.1 Definition of Household.** For the purposes of this program, "household" is defined as all persons who occupy a housing unit. A household includes the related family members and all the unrelated people, if any, such as lodgers, foster children, wards, or employees who share the housing unit. A person living alone in a housing unit, or a group of unrelated people sharing a housing unit such as partners or roomers, is also counted as a household. To be considered a household, all applicants/household members must live together in a home that is their primary residence. To be considered



part of the household and included in household size, children under the age of 18 (including foster children) must reside in the home at least part-time or parents must have at least partial (50%) custody of the child/children.

**6.2 Household Requirement.** To constitute a household, all members of the applicant household must currently live together (in a location that is their primary residence) at the time of application. Also, at the time of application and regardless of where they currently live, all members who make up the applicant household must have continuously lived together for a minimum of one year prior to the date of application.

**6.2.1 Exceptions.** Exceptions to this minimum one year joint-residency requirement include:

- Children under the age of 18 who have recently joined the household in conjunction with marriage, separation, or divorce, or similar family re-organization, and for whom there is evidence of a custody agreement or arrangement. This also applies to foster children.
- Children born or adopted into a household.
- Households newly formed as a result of marriage or domestic partnership.
- Other circumstances regarding the addition of a family member over the age of 18 may be reviewed by the City or its designee.

## **7. ELIGIBILITY REQUIREMENTS FOR HOUSEHOLDS APPLYING TO PURCHASE BMR UNITS**

**Note:** Preference criteria for households entering a BMR unit lottery drawing are identified in Section 8. The City no longer maintains a ranked purchase waitlist. Previously ranked households have been transferred to a legacy purchase list, as more fully set forth in Section 8.2. The provisions identified below apply at the time of submission of an application to purchase a BMR unit. In order for a household to be eligible at the time of submission of application, all of the following provisions shall apply and/or be met:

**7.1 First Time Homebuyer.** All members of the applicant household must be first time homebuyers, defined as not having owned a home as a primary residence within the last three years prior to the date of application. A primary residence is a property occupied by the applicant household for the majority of a calendar year. A household may have only one primary residence. First time homebuyers include owners of mobile homes, as well as applicants whose names are on title for properties they have not lived in as their primary residences for the last three years (for instance rental properties, which must be considered as part of the applicant's eligible assets).

**7.1.1 Exceptions.** Exceptions to this requirement are:

- Applicants who are current BMR homeowners and are otherwise eligible for the BMR Housing Program, are eligible to apply for BMR ownership opportunities and to purchase a smaller or larger home needed due to changes in household size or family needs, such as for accessibility needs (per Section 7.2.6, below).
- Applicants whose names were placed on the BMR Purchase Waiting List prior to March 2, 2010.
- Applicant households that currently and/or within the last three years prior to the date of application own homes as their primary residences more than 50 miles outside Menlo Park city limits, that are otherwise eligible for the BMR Housing Program.

**7.2 Complete First Time Pre-Purchase Homebuyer Education.** All adult applicants/household members must complete a one-time homebuyer education workshop, class, or counseling session. Program staff provides households with a list of approved local organizations that provide pre-purchase homebuyer education. Applicants choose an education provider or program from the approved list and may choose to attend in either a group or individualized setting. It is the applicants' responsibility to provide the City or the City's BMR Housing Program provider with evidence that a pre-purchase homebuyer education workshop or session was completed. In most cases, the education providers will provide applicants with certificates of completion, typically good for two year, that applicants can submit to the City's BMR Housing Program provider as proof that the pre-purchase education requirement was completed. Only households that have completed the education requirement will be invited to apply when units become available. Adult parents of applicants living in the household need not complete the education requirement.

**7.2.1 Prior Completion of Pre-Purchase Homebuyer Education.** Applicants who provide written evidence of having completed an approved homebuyer education workshop, class, or counseling session within the previous twelve months prior to the date of submission of the BMR unit purchase application are not required to complete an additional workshop, class, or counseling session.

**7.2.2 Homebuyer Education Provider.** At the City's discretion, the City may elect to work exclusively with one or more homebuyer education providers/organizations. The City may also choose to contract with a particular person or organization to provide this educational component.

**7.2.3 Long-Term Education or Counseling Required for Certain Applicants.** Applicants who are invited to apply to purchase BMR units and are twice denied (on separate occasions) due to long-term or significant credit problems, will be required to meet individually with a credit counseling professional. The applicant must provide evidence of completion of credit counseling before they can be approved to purchase a BMR ownership unit. The credit counseling requirement does not exclude the applicant from applying to future BMR purchase opportunities.

**7.3 Ownership Interest.** A minimum of 50% of the ownership interest in the property must be vested in the qualifying applicant(s), regardless of income.

**7.4 Income and Asset Limits for Purchasers of BMR Units.** Income eligibility limits are established by HCD for San Mateo County. Income limits are updated on an annual basis. BMR units shall only be sold to very low, low, and moderate income households. Only households having gross incomes at or below 120% of the AMI for San Mateo County, adjusted for household size, are eligible to purchase and occupy BMR for-sale units, either upon initial sale or upon any subsequent resale, as specified in the deed restrictions. Refer to Section 15, Table A, for the income eligibility limits, which may be updated by City staff from time to time.

An asset is a cash or non-cash item that can be converted into cash. Only households having non-retirement assets that do not exceed the purchase price of the BMR units are considered eligible.

- Assets Include: cash held in checking accounts, savings accounts, and safe deposit boxes; equity in real property; cash value of stocks (including options), bonds, Treasury bills, certificates of deposit, money market accounts, and revocable trusts; personal property held as an investment such as gems, jewelry, coin and art collections, antiques, and vintage and/or luxury cars; lump sum or one-time receipts such as inheritances, capital gains, lottery winnings, victim's restitution, and insurance settlements; payment of funds from mortgages or deeds of trust held by the applicant(s); boats and planes; and motor homes intended for primary residential use.
- Assets DO NOT Include: cars and furniture (except cars and furniture held as investments such as vintage and/or luxury cars, and antiques); company pension and retirement plans; Keogh accounts; dedicated education funds/savings accounts; and funds dedicated to federally recognized retirement programs such as 401K's and IRA's.

Note that equity in real property or capital investments is defined as follows: the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g. broker/realtor fees) that would be incurred in selling the asset.

**7.4.1 Senior or Disabled Households That Use Assets for Living Expenses.** An exception to the income and asset limit requirement is a household whose head is over 62 years of age, or permanently disabled and unable to work, with assets valued up to two times the price of the BMR unit. The applicant must be able to demonstrate that the sole use of his/her assets has been for household support for at least the three previous years, and that the total annual household income meets the BMR Guidelines.

## **8. BMR PURCHASE AND RENTAL INTEREST LIST PREFERENCE CRITERIA**

**8.1 BMR Purchase and Rental Interest List Preference Criteria.** A BMR purchase and rental interest list, (herein referred to as the “interest list”), is maintained by the City or the City's designee.

An applicant must meet the current income eligibility limit requirements (per household size) to purchase and/or rent a BMR unit. See Section 15, Table A, for income eligibility limits, which may be updated by City staff from time to time.

Income qualified households shall apply for available BMR units via a lottery drawing held by the City or the City's designee. The lottery drawing will rank applicants at random followed by a final ranking to account for households meeting the City's preference criteria. All income eligible persons and households that do not qualify under one of the preferences will receive a final lottery rank lower than persons or households meeting preference criteria.

Preference criteria will be utilized at the time of a BMR unit drawing submission and verified during the application process. If an applicant does not meet a preference or cannot provide sufficient evidence establishing they meet a preference, that applicant will lose their preference ranking. In no circumstances shall the preference criteria and/or eligibility requirements of these Guidelines be applied in a manner that is contrary to State and/or Federal fair housing laws.

In addition to the below criteria, a tenant of a Menlo Park BMR rental unit who is required to vacate the BMR rental unit due to its conversion to a BMR for-sale unit, shall have first priority for vacant BMR rental units for which the tenant is eligible and qualifies for two years from the expiration of the lease, regardless of the place of residence of the displaced tenant.

Preference criteria are set forth below. All preferences, aside from the accessible unit preference, shall be given the same weight and/or ranking significance in formation of the final lottery ranking list.

**Live and/or Work Preference:** The applicant household's primary residence is within incorporated Menlo Park or a member of the applicant household currently works or volunteers within incorporated Menlo Park.

- Criteria for residing within incorporated Menlo Park. To qualify as living in Menlo Park, the applicant household's primary residence must be within incorporated Menlo Park.
- Criteria for working within incorporated Menlo Park. To qualify as a household that works in Menlo Park, a member of the applicant's household must currently work in Menlo Park at least 20 hours per week, or (if currently less than 20 hours per week) hours worked over the course of the one year prior to application averages a minimum of 20 hours per week.

- Types of work. Work is defined as (1) owning and operating a business at a Menlo Park location; (2) employment for wages or salary by an employer located at a Menlo Park location; (3) contract employment where the actual work is conducted at a Menlo Park location for one year; (4) commission work, up to and including a 100% commission arrangement, conducted in Menlo Park, or (5) volunteering for a community or civic serving entity located within Menlo Park, without receipt of compensation, wages or salary in exchange for such time and work.
- Employer-based work. If employed for wages or salary by an employer, working in Menlo Park is defined as the employer is located in Menlo Park and the employment/actual work is performed within incorporated Menlo Park.
- Owning (either wholly or in part) a residential or commercial property for investment purposes only shall not qualify as working within incorporated Menlo Park.

**Unhoused Preference:** For purposes of these Guidelines, unhoused persons may show local residency by providing evidence that their last permanent residence was located in Menlo Park and/or documentation from a case manager or homeless services provider demonstrating current residency in Menlo Park, including places or structures other than a bona fide dwelling unit (i.e. vehicle or tent).

**Displacement Preference:** A person or household residing within incorporated Menlo Park for three or more years that was subsequently displaced from such housing and does not reside in Menlo Park at the date of submission of application, shall not be disqualified based on current lack of residency, provided they can show their displacement was due to economic conditions beyond their control (including but not limited to job loss, rent increase, eviction, foreclosure or other form of economic hardship resulting in loss of housing). Evidence of such economic displacement shall be in the form of direct evidence (i.e. job termination letter) or declarations submitted under penalty of perjury.

**Accessible Unit Preference:** If the BMR unit is an accessible unit, then persons and/or persons within a household with accessibility needs who are otherwise eligible for the BMR unit, including by household size and income, will receive preference for units with features serving those accessibility needs ahead of applicants without an accessibility need. Ranking of persons and households for accessible units shall follow the below list from highest to lowest in the order of lottery ranking:

- Person or household with an accessibility need meeting an existing Menlo Park preference, such as live and/or work, unhoused or displacement preference.

- Person or household with an accessibility need not meeting an existing Menlo Park preference
- Person or household meeting an existing Menlo Park preference
- Person or household not meeting an existing Menlo Park preference

**8.2 BMR Purchase Legacy List.** The City no longer maintains a ranked BMR purchase waitlist and no longer adds persons or households to this list. To honor households that maintained their ranking and were required to annually recertify, the City created a BMR Purchase Legacy List. Households on the previous ranked BMR purchase list as of January 1, 2021 were effectively notified and transferred to the BMR Purchase Legacy List, which allows these identified households to have priority over all other applicants. Once there are no longer any households remaining on the BMR Purchase Legacy List (either because households on the list have been placed in units pursuant to these Guidelines, or because households have withdrawn from the list), the list will be considered terminated.

## **9. THE BMR UNIT PURCHASE PROCESS: BUYER SELECTION AND SALE PROCEDURES**

### **9.1 New Units and Condominium Conversions.**

**9.1.1** The participating developer informs the City or its designee in writing that the BMR unit has received its final building inspection and that the BMR unit is ready for sale and occupancy. "The City" shall mean the City Manager, or his or her designee.

**9.1.2** City of Menlo Park staff or the City's BMR Housing Program provider inspects the BMR unit. After approval of the unit, the City or the City's BMR Housing Program provider writes a certifying letter that states the BMR unit meets the BMR Housing Program's requirements and satisfies the BMR Agreement's provisions. The certifying letter will also state the price for the BMR unit. The price for the BMR unit will be determined based on the information described in the next three sections.

**9.1.3** The City or its designee obtains necessary information for determining the price of the BMR unit. These include, but may not be limited to, the estimated tax figures from the developer and the County Assessor, as well as Homeowner's Association dues, Covenants, Conditions and Restrictions, and insurance figures from the developer. Also included will be all associated Homeowner Association documentation.

**9.1.4** Household size and income qualifications are established. In households in which an adult holds 50% or more custody of a minor child or children through a legally binding joint custody settlement, each such child shall count as a person in determining the household size.

**9.1.5** The City or its designee determines the maximum price of the BMR unit based on an income up to 120% of AMI (“AMI”) related to household size, as established from time to time by HCD for San Mateo County, monthly housing costs including current mortgage rates, insurance costs, homeowners' dues, taxes, closing costs and any other consideration of costs of qualifying for a first mortgage and purchase of the BMR unit. See Section 15, Table A, for income eligibility limits, which may be updated by City staff from time to time. When these documents and the information described in this and preceding sections have been received, the City will provide the developer with a certifying letter in which the City states the price for the BMR unit, accepts the BMR unit as available for purchase and the purchase period will commence.

**9.1.6** If there is a standard pre-sale requirement by the BMR applicant's lender for a certain percentage of units in the project to be sold before the BMR applicant's lender will close, then the time for the City's purchase or the buyer's purchase will be extended until that requisite number of units has closed.

**9.1.7** The City may retain a realtor to facilitate the sale of the property.

**9.1.8** Contact is established between the City or its designee and the developer's representative to work out a schedule and convenient strategy for advertisements, if needed, when the units will be open for viewing, and for when the interested applicants may obtain detailed information about the units.

**9.1.9** All marketing and sales procedures for BMR units must be approved by the City and will be subject to review on a periodic basis for compliance.

**9.1.10** An information packet and application forms are designed and duplicated by the City or its designee. The developer provides information about the unit, including a floor plan of the unit and of the building showing the location of the unit, dimensions, appliances, amenities, and finishes.

**9.1.11** The City or the City's BMR Housing Program provider holds an application orientation meeting(s). All person and households are invited to attend the orientation meeting(s). Only households that are eligible by household size and have completed the one-time pre-purchase education requirement are contacted and invited to attend the orientation. Applications to purchase BMR units can only be obtained by attending an application orientation meeting. At the meeting, potential applicants are provided with the following information:

- A detailed description of the BMR Housing Program, including the rights, restrictions, and responsibilities of owning a BMR unit.
- A complete description of the property or properties being offered for sale including buyer eligibility requirements, the purchase price, home owner association costs (if any), estimated property taxes, and home features.

- An overview of the home loan application process and description of necessary costs including down payment (if required), closing costs, real estate taxes, and mortgage insurance.
- A description of the BMR and home loan approval process. Potential applicants are informed they must work with one of the program's approved mortgage providers. Per the City's discretion the potential applicants are also informed of the kinds of acceptable mortgage financing, and also of mortgage financing not allowed at that time (for instance negative amortizing loans).
- Based on the purchase price, estimates are provided on the minimum annual income required to purchase, as well as possible monthly housing costs including principal and interest, property taxes, and insurance payments.
- A step-by-step explanation of the BMR purchase application. If there are several sizes of units for which applicants may be eligible, applicants are instructed where to indicate their unit size preferences.

Potential applicants are invited to ask questions. Meeting attendees are invited to sign up to tour the property or properties for sale. Attendees are given applications and a reasonable deadline to submit their completed applications.

**9.1.12** Completed applications are submitted to the City or its designee along with income and asset verifications.

**9.1.13** When the application period closes, the City or its designee reviews the completed applications. The complete, eligible, qualifying applications are ranked according to legacy list order and/or lottery ranking.

**9.1.14** If the leading applicant for a unit fails to contact the developer, provide a deposit, or obtain appropriate financing within the period of time specified in the notification letter, the City or its designee will contact the next household on the list.

**9.1.15** The City of Menlo Park or its designee submits to the title insurance company the Grant Deed, BMR Agreement and Deed Restrictions, and Request for Notice to be recorded with the deed to the property.

**9.1.16** The developer shall be free to sell a BMR unit without restriction as to price or qualification of buyer if all of the following criteria are met, unless the BMR applicant's lender has a loan condition that a specific number of units in the development must be sold before the loan can be approved: (1) the City and the developer are unable to obtain a qualified buyer within six months after the City has provided written notice both certifying that the unit is available for purchase and setting the price for the BMR unit, (2) the City or its designee does not offer to purchase the BMR unit within said six months period, and complete said purchase within not more than 60 days following the



end of the six month period, (3) the developer has exercised reasonable good faith efforts to obtain a qualified buyer. A qualified buyer is a buyer who meets the eligibility requirements of the BMR Housing Program and who demonstrates the ability to complete the purchase of the BMR unit. Written notice of availability shall be delivered to the City Manager, City of Menlo Park, 701 Laurel Street, Menlo Park, CA 94025. Separate written notice of availability shall also be delivered to the City Manager, City of Menlo Park, 701 Laurel Street, Menlo Park, CA 94025.

## **10. OCCUPANCY REQUIREMENTS FOR OWNER-OCCUPIED BMR UNITS**

**10.1 Primary Residence.** The owners listed on title to the BMR property must occupy it as their primary residence and remain in residence for the duration of the Deed Restrictions (55 years). Occupancy is defined as a minimum stay of 10 months in every 12 month period. BMR owners may not terminate occupancy of the BMR property and allow the property to be occupied by a relative, friend, or tenant. Failure of the purchaser to maintain a homeowner's property tax exemption shall be construed as evidence that the BMR property is not the primary place of residence of the purchaser. As necessary, the City may request that BMR owners provide evidence that their units are currently occupied by them as their primary residences. Examples of such evidence may include current copies of any of the following: homeowner's insurance, car/vehicle registration, and utility bills.

**10.2 Refinancing and BMR Valuations.** BMR owners may refinance the debt on their property at any time following purchase, however, they must contact the City's designated BMR Housing Program provider first, prior to a refinance or equity line. The City's BMR Housing Program provider will provide the owner with clear instructions to ensure program compliance. At that time and at any other time the owner requests it, the BMR Housing Program provider will provide the owner and/or the lender with the current BMR value of the home, in accordance with the formula specified in the Deed Restrictions. Only the City's BMR Housing Program provider can determine the appraised value of a BMR unit and it is the owner's responsibility to inform their lender that the property is a BMR unit. BMR owners are not allowed to take out loans against their property that exceed the BMR value of the home. There is a fee for refinancing a BMR unit that is set by the City's BMR Housing Program provider.

**10.3 Transfers of Title.** Prior to adding an additional person to title or transferring title to the BMR unit, BMR owners must contact the City for clear instructions to ensure program compliance.

The following transfers of title are exempt from the City's right of first refusal and do NOT re-start the 55 year deed restriction clock:

- Transfer by devise or inheritance to the owner's spouse.
- Transfer of title by an owner's death to a surviving joint tenant, tenant in common, or a surviving spouse of community property (that is, another owner already on title).

- Transfer of title to a spouse as part of divorce or dissolution proceedings.
- Transfer of title or an interest in the property to the spouse in conjunction with marriage.

Transfers by devise or inheritance (such as to a child or other family member), are permitted under certain terms and conditions identified in the Deed Restrictions. These kinds of transfers must first be reviewed and approved by the City or the BMR Housing Program provider. If the person inheriting the property meets the following terms and conditions, then that person may take title, assume full ownership, and reside in the BMR unit. This would then restart the 55 year deed restriction clock. If the person inheriting the property does NOT meet the following terms and conditions they may still inherit the property but are not allowed to live there. In such case, the inheriting party must sell the property and shall be entitled to receive any proceeds from the sale after payment of sales expenses and all liens against the property. The property would then be sold by the City through the BMR Housing Program to an eligible, qualified household. For transfers of title by devise or inheritance, the inheriting party (“Transferee”) must meet the following terms and conditions in order to live in the BMR unit:

- Transferee shall occupy, establish and maintain the property as the Transferee’s primary residence.
- The Transferee must meet all current eligibility requirements for the BMR Housing Program, as identified at the time of transfer in the BMR Guidelines.
- The Transferee must sign a new BMR Agreement and Deed Restrictions for the property. This restarts the 55 year clock.

## **11. PROCESS FOR RESALE OF BMR UNITS**

**11.1** The seller notifies the City by certified mail that he/she wishes to sell the unit. The City notifies its designee, if applicable. The unit must be provided in good repair and salable condition, or the cost of rehabilitating the unit will be reimbursed to the City out of the proceeds of the sale. The definition of “salable condition” for any given unit shall be provided on a case-by-case basis following the City’s inspection of the unit, and shall be at the discretion of the City Manager or his/her designee. “Salable condition” shall refer to the general appearance, condition, and functionality of all: flooring; painted surfaces; plumbing, heating, and electrical systems; fixtures; appliances; doors; windows; walkways; patios; roofing; grading; and landscaping. In addition for each unit, the City reserves the right to withhold the cost of having it professionally cleaned from the seller’s proceeds. Once cleaning is complete, the seller will be refunded any difference between the amount withheld and the actual cost to clean the unit.

**11.2** When the seller notifies the City or the City’s BMR Housing Program provider, and it has been determined that the unit is in good repair and salable condition, and the City has set the price for the BMR unit, then the City or the City’s BMR Housing

Program provider will state in writing that the 180 day period for completing the sale of the BMR unit shall commence. The price will be set using information in Sections 11.3 through 11.6 below.

**11.3** The City or its designee obtains an appraisal made to ascertain the market value of the unit, giving consideration to substantial improvements made by the seller, if needed.

**11.4** The City or its designee obtains figures for homeowners' dues, insurance, and taxes from the seller.

**11.5** The City or its designee checks major lending institutions active in this market to ascertain current mortgage information (prevailing interest rates, length of loans available, points, and minimum down payments). Monthly housing costs are estimated.

**11.6** The City or its designee establishes a sales price, based on the original selling price of the unit, depreciated value of substantial improvements made by the seller, and 1/3 of the increase in the cost of living index for the Bay Area. The selling price is established for the unit at the appraised market value or the computed price whichever is the lower.

**11.7** The City retains a realtor to facilitate the sale of the property.

**11.8** Agreement is reached between seller and the City or its designee for a schedule of open houses for the unit, at the seller's convenience.

**11.9** The procedure continues the same as in Sections 9.1.7 – 9.1.16 above, with the seller substituted for the developer.

**11.10** The City or its designee submits to the title insurance company the Grant Deed, BMR Agreement and Deed Restrictions, and Request for Notice and the seller's release from the previous Deed Restrictions, to be recorded with the new deed to the property.

## **12. REQUIREMENTS FOR BMR RENTAL DEVELOPMENTS**

### **12.1 Income and Rent Standards.**

**12.1.1 Income Limits upon Occupancy of BMR Rental Units.** Unless otherwise approved by the Planning Commission or City Council in the BMR Housing Agreement for the proposed project, only households having gross incomes at or below Low Income for San Mateo County, adjusted for household size, are eligible to occupy BMR rental units, either when initially rented or upon filling any subsequent vacancy. See Section 15, Table A (Below Market Rate Household Income Limits), which may be updated by City staff from time to time. Any variation in the affordability mix to assist the City in meeting its Regional Housing Needs Assessment (including very low, low or

moderate income households) shall require a finding by the approving body that the mix is roughly equivalent to the provision of all of the affordable units at the low income level.

**12.1.2 BMR Rent.** BMR units may be rented for monthly amounts not exceeding thirty percent (30%) of the income limit for extremely low, very low, subsidized low, low or moderate income households adjusted for occupancy, as established from time to time by the HCD for San Mateo County. In no case shall the monthly rental amounts for BMR units exceed 75% of comparable market rate rents. The maximum rental amounts are listed in Section 15, Table B, (Maximum Monthly Housing Cost Limits for BMR Rental Units), which may be updated by City staff from time to time. BMR rents may be adjusted from time to time to reflect any changes to the then current Income limits.

**12.1.3 Tenant Selection and Certification Procedures.** Priority for occupancy of all BMR rental units shall be given to those income eligible households who meet the preference criteria defined in section 8.1 of these Guidelines.

**12.1.4 BMR Interest List.** The qualifications of BMR rental tenants as described in Section 8.1, above, will be independently verified by the owner. The City of Menlo Park or the City's designee shall maintain a BMR Interest List and shall make it available to any owner/developer upon request.

**12.1.5 One-Year Lease Offer.** Each BMR tenant shall be offered the opportunity to enter into a lease, which has a minimum term of one year. Such offer must be made in writing. If the tenant rejects the offer, such rejection must also be in writing. A lease may be renewed upon the mutual agreement of both parties.

**12.1.6 Vacation of Units and Re-Renting.** When a BMR tenant vacates, the owner must provide notice to the City, and re-rent the unit to a qualified BMR tenant in accordance with these BMR Guidelines and the BMR Housing Agreement for the unit.

**12.1.7 Annual Recertification of BMR Units.** The City of Menlo Park or the City's BMR Housing Program provider will recertify annually, by procedures to be established in the BMR Housing Agreement, the provision of BMR rental units as agreed at the time of application for the permit. A qualified BMR tenant shall continue to qualify unless at the time of recertification, for two consecutive years, the household's income exceeds the eligibility requirements, then the tenant shall no longer be qualified. Upon the owner's determination that any such household is no longer qualified, the unit shall no longer be deemed a BMR Unit, and the owner shall make the next available unit, which is comparable in terms of size, features and number of bedrooms, a BMR (the "Next Available Unit Requirement"), or take other actions as may be necessary to ensure that the total required number of units are rented to qualifying BMR households. The owner shall notify the City annually if it substitutes a different unit for one of the designated BMR Units pursuant to this paragraph.

**12.1.8 Annual Report.** On an annual basis on or before July 1 of each year, the developer or subsequent owner shall submit a report (the "Annual Report") to

the City which contains, with respect to each BMR unit, the name of the eligible tenant, the rental rate and the income and household size of the occupants. The Annual Report shall be based on information supplied by the tenant or occupant of each BMR unit in a certified statement executed yearly by the tenant on a form provided or previously approved by the City or designee. Execution and delivery thereof by the tenant may be required by the terms of the lease as a condition to continued occupancy at the BMR rate. In order to verify the information provided, City shall have the right to inspect the books and records of developer and its rental agent or bookkeeper upon reasonable notice during normal business hours. The Annual Report shall also provide a statement of the owner's management policies, communications with the tenants and maintenance of the BMR unit, including a statement of planned repairs to be made and the dates for the repairs.

### **13. EQUIVALENT ALTERNATIVES**

Nothing set forth herein shall preclude the City from approving reasonably equivalent alternatives to these BMR Guidelines, including, but not limited to, in lieu fees, land dedication, off-site construction or acquisition and rehabilitation of units. Additionally, the City reserves the right to approve reasonably equivalent alternatives to the characteristics of the proposed BMR units and the affordability mix. Any modifications to these Guidelines shall be approved by the City Council and shall contain findings that the alternative is commensurate with the applicable requirement(s) in the BMR Guidelines and is consistent with the goals of the BMR Guidelines.

### **14. BELOW MARKET RATE HOUSING FUND AND SEVERABILITY CLAUSE**

**14.1 Purpose.** The City of Menlo Park Below Market Rate Housing Fund ("BMR Housing Fund") is a separate City fund set aside for the specific purpose of assisting the development of housing that is affordable to very low, low and moderate income households. The BMR Housing Fund is generated by such income as in-lieu fees. All monies contributed to the BMR Housing Fund, as well as repayments and interest earnings accrued, shall be used solely for this purpose, subject to provisions set forth below.

**14.2 Eligible Uses.** The BMR Housing Fund will be used to reduce the cost of housing to levels that are affordable to very low, low and moderate income households, as defined in the Housing Element of the City's General Plan. A preference will be given to assisting development of housing for households with minor children; however, this preference does not preclude the use of funds for other types of housing affordable to households with very low, low and moderate incomes.

**14.3 Eligible Uses in Support of Very Low, Low and Moderate Income Housing Development.** The BMR Housing Fund may be used for, but is not limited, to the following:

- Provision of below market rate financing for homebuyers.

- Purchase of land or air rights for resale to developers at a reduced cost to facilitate housing development for very low, low or moderate income households.
- Reduction of interest rates for construction loans or permanent financing, or assistance with other costs associated with development or purchase of very low, low or moderate income housing.
- Rehabilitation of uninhabitable structures for very low, low or moderate income housing.
- On-site and off-site improvement costs for production of affordable housing.
- Reduction of purchase price to provide units that are very low, low or moderate cost.
- Rent subsidies to reduce the cost of rent for households with limited incomes.
- Emergency repair and/or renovation loan program for BMR owners of older units.
- Loan program to assist BMR condominium owners who have no other way to pay for major special assessments.
- City staff time and administrative costs associated with implementation of the BMR Housing Program.

**14.4 Procedures.** Requests for use of BMR Housing Fund money shall be submitted to staff for review and recommendation to the City Council. A request for funding shall provide the following minimum information:

- A description of the proposal to be funded and the organizations involved in the project. Public benefit and relevant Housing Element policies and programs should be identified.
- Amount of funding requested.
- Identification of the number of very low, low and moderate income households to be assisted and the specific income range of those assisted.
- Reasons why special funding is appropriate.
- Identification of loan rate, financial status of applicants, and source of repayment funds or other terms.

- Identification of leverage achieved through City funding.

**14.5 Annual Report.** At the close of each fiscal year, City staff shall report on activity during the previous year (deposits and disbursements) and available funds. The City's auditor shall periodically examine this report and all other BMR Housing Fund financial records, and shall report the results of this examination. In addition, City staff shall report annually on activities assisted by monies from the BMR Housing Fund. The report will review how the program is serving its designated purpose. It will include a discussion of the timely use of funds for actions taken to provide BMR housing units, a review of management activities, and staff recommendations for policy changes to improve the program's performance. In addition, it will provide, for each activity, information corresponding to that required of funding requests listed above in Section 13.4.

**14.6 Severability Clause.** If any one or more of the provisions contained in the BMR Guidelines 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 the BMR Guidelines, and the BMR Guidelines shall be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein.

**14.7 Administrative Updates.** Future updates to tables in Section 15 may be made annually without City Council approval when data becomes available from the appropriate state and federal agencies.

**15. TABLES**

**Table A**

**Below Market Rate Household Income Limits**

**2021 Income Limits**

*Area Median Income: \$149,600 (for a household of 4 persons) effective April 26, 2021*

Income Category	Household Size						
	1	2	3	4	5	6	7
Extremely Low Income	38400	43850	49350	54800	59200	63600	68000
Very Low Income	63950	73100	82250	91350	98700	106000	113300
Low Income	102450	117100	131750	146350	158100	169800	181500
<b>Median Income</b>	104700	119700	134650	149600	161500	173550	185550
Moderate Income	125650	143600	161550	179500	193850	208200	222600

<https://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits/docs/income-limits-2021.pdf>

**Table B**

**Maximum Affordable Rent Payment**

**2021 Rent Limits**

*Area Median Income: \$149,600 (for a household of 4 persons) effective April 26, 2021*

Maximum Rents	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Very Low Income	1598	1713	2056	2375	2650
Low Income	2561	2738	3293	3805	4245
Moderate Income	3141	3365	4038	4666	5205

*NOTE 1: The maximum rent is based on the following household size for each unit: Studio: 1 person; 1-bedroom: 1.5 persons; 2-bedroom: 3 persons; 3-bedroom: 4.5 persons; 4-bedroom: 6 persons.*

*NOTE 2: Per the City of Menlo Park BMR Guidelines (Section 4.1.2), the monthly rental amounts for BMR unit shall not exceed seventy-five percent (75%) of comparable market rate rents. Additional calculations may be necessary for each project to ensure BMR rents comply with this requirement.*

<https://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits/docs/income-limits-2021.pdf>



**Table C**

**Occupancy Standards**

Occupancy of BMR units shall be limited to the following:

Unit <u>Size</u>	Number of Persons	
	<u>Minimum</u>	<u>Maximum</u>
Studio	1	2
1	1	3
2	2	5
3	3	7
4	4	9

Note: The City Manager or his/her designee has the discretion to vary the persons per unit for unusually large units, not to exceed one person per bedroom, plus one.

**Table D**

**Commercial In-Lieu Fees for July 1, 2021 – June 30, 2022**

<b>Group A</b> uses are Research & Development and Office.	Fee: \$20.46 per square foot of gross floor area.
--	---

<b>Group B</b> uses are all other Commercial Uses not in Group A.	Fee: \$11.10 per square foot of gross floor area.
---	---

Commercial In-Lieu Fees are adjusted annually on July 1. Annual fee adjustments are posted on the City's website.

**Housing INC Response: City of Menlo Park RFP: Below Market Rate Housing Program Administration Services**

April 21, 2023

Eren Romero  
 Housing Department  
 Interim Housing Manager  
**City of Menlo Park**  
 701 Laurel St.  
 Menlo Park, CA 94025  
[eromero@menlopark.gov](mailto:eromero@menlopark.gov)

**Re: Response – City of Menlo Park RFP: Below Market Rate Housing Program Administration Services**

Thank you for accepting our proposal for City of Menlo Park’s Below Market Rate Housing Program Administration Services. Housing Group LLC, DBA HousingINC (herein referred to as HousingINC) is an affordable housing consulting firm owned by Robyn van Ekelburg, Owner/Managing Principal, and Teresa Martinez Gonzales, Director. We specialize in affordable housing program design, program administration, stakeholder relationship management, deed restricted new and resale programs, long-term program monitoring, file underwriting, ownership housing development and affordable lending and real estate services. We contract with non-profit organizations, cities, and counties throughout California.

**HousingINC has over thirty years of combined experience consulting cities, counties, and builders throughout California to create and manage affordable housing developments and programs.**

Robyn van Ekelburg was hired in 2006 as an executive consultant for South County Housing (SCH) in Gilroy and was hired within a year to manage the Homeownership Department. At SCH, Robyn was responsible for all ownership program activity (real estate, multi-family, and lending), including acting as Corporate Broker and Mortgage Loan Officer and managing internal and external teams. Robyn recruited and trained lending partners, administered downpayment assistance, and supervised new and resale home marketing and real estate programs. In 2011, Robyn established Robyn van Ekelburg Consulting to continue managing SCH’s Homeownership Department as a consultant and onboard Neighborhood Housing Services Silicon Valley (NHSSV) as a client. Robyn was also NHSSV’s Corporate Broker and Mortgage Loan Officer where she managed the lending and real estate staff and oversaw the downpayment assistance and Below Market Rate (BMR) program administration. Teresa was the BMR Program Manager for NHSSV and coordinated ownership and rental programs for the Cities of Burlingame, Los Altos, Morgan Hill, Los Gatos, and Santa Clara. In 2015, Robyn grew her business to focus on supporting non-profit home builders across the state and their relationships with municipalities; Teresa moved on to manage municipal programs for local and state stormwater and climate regulation practices. Robyn and Teresa were inspired to launch HousingINC in 2021 as an expansion of Robyn’s consulting business in response to the increased demand to manage affordable housing programs in our communities.

HousingINC is a trusted steward of public resources – we operationalize local and state policies to ensure they are met responsibly, transparently, and equitably. Our clients include Placer and El Dorado Counties, Town of Truckee, Burbank Housing Development Corp, Cabrillo Economic Development Corp, and Core Developers. We recently partnered with the City of Citrus Heights to build an affordable housing program in line with the State’s Density Bonus Law and Surplus Lands Act and are currently partnering with City of Seaside to administer its CalHome ADU Loan Program.

## Housing INC Response: City of Menlo Park RFP: Below Market Rate Housing Program Administration Services

**HousingINC will be a critical resource for the City of Menlo Park as an extension of your Housing Department to provide day-to-day program administration services and support the City's affordable and inclusionary housing and lending programs. Our suggested best administration practices can benefit the Menlo Park team because we:**


- Serve through a public-benefit lens in relationship with the City's citizens, developers, businesses, staff, and Council.
- Save the City time and money while delivering highly efficient and quality contract activities – as proven with all our clients.
- Develop evergreen processes and procedures to outlast current program administrators and municipal staff - we plan ahead 55 years (the length of most of your deed restrictions).
- Provide customer service to all program stakeholders above City standards and expectations.
- Integrate into the City's current infrastructure and framework – e.g.,
  - we can communicate with applicants, owners, tenants, and landlords with municipal email addresses (maintains security, and keeps all communication and data on our clients' servers).
- Partner with the City to identify and build successful relationships with third-party vendors – e.g.,
  - explore the City's current online cloud-based software providers to create encrypted/secure online application systems for client engagement, underwriting, and long-term monitoring, with 24/7 staff access to data, files, and administration workflow (many cities use current Planning Department software).
- Plan, host, and lead interdepartmental meetings to create and manage City-wide programs – e.g., launching an ADU Loan Program with the Housing, Building, and Planning Departments.
- Work with City Attorneys and Staff to write, finalize and understand Housing Policies, Guidelines, Developer/Regulatory Agreements, Deed Restrictions, Promissory Notes and Deeds of Trust.
- Build stakeholder engagement and community support through our community development approach and education programs.

### **This response includes:**

1. Description of our experience and qualifications to administer Menlo Park's BMR housing program (including this cover letter that expresses our interest in administering the Menlo Park's BMR Housing Program and what we want to highlight).
2. Our experience with other public entities including a summary of work performed, the total cost of services provided on an annual basis, period over which the work was completed and the name, title, and phone number of said clients to be contacted as references.
3. Our experience processing deeds of trust, loan subordination and payoff transactions.
4. Example documents of compliance monitoring and certifications, marketing materials, application forms, and any other program materials the organization deems relevant.
5. Relevant licenses and certifications (e.g., real estate license, housing administration certifications. etc.)
6. Three references for which you currently or have previously administered their affordable housing program or provided similar services. Please include their name, address, phone number and email.
7. Description on how we will serve Spanish speaking and other English as a foreign language client in both written and speaking form.
8. Compensation – cost of services should be provided separately with costs associated with that service.



Robyn van Ekelburg, Managing Principal  
[Robyn@HousingINC.org](mailto:Robyn@HousingINC.org) | 408.533.2501  
[Robyn van Ekelburg | LinkedIn](#)



Teresa E. Martinez Gonzales, Director  
[Teresa@HousingINC.org](mailto:Teresa@HousingINC.org) | 408.908.0416  
[Teresa Martinez Gonzales | LinkedIn](#)

## Housing INC Response: City of Menlo Park RFP: Below Market Rate Housing Program Administration Services

### #1 - Description of our experience and qualifications to administer Menlo Park's BMR housing program

**Robyn van Ekelenburg** – Robyn has worked in new home development for twenty-five years, beginning her career in new home project finance and management and dedicating the last 16 years to affordable homeownership projects and programs. She partners with municipalities and developers across the state on project and program development, project feasibility, layered financing, risk analysis, and homebuyer education and home sales, with an emphasis on affordability and sustainability.

Robyn has administered tens of millions of dollars in funding for local, state, and federal housing programs on behalf of local governments and non-profit organizations. She has created a variety of programs to support the local workforce and lower-income first-time homebuyers. Robyn serves as an active board member on Housing Trust Placer, an organization dedicated to affordable housing throughout Placer County and its surrounding areas. *Robyn is a real estate broker and mortgage loan originator, licensed by the California Department of Real Estate DRE #01336834 NMLS #334668.*

**Teresa Martinez Gonzales** – Teresa brings over 20 years of experience in community building, focusing on connecting neighborhoods and communities to each other, technology, jobs and housing. She specializes in administering municipal workforce development and housing programs. Her work includes project/contract design, operations, evaluation, and audit activities. She graduated with bachelor's degree in Anthropology from UC Berkeley and serves on the board of their Chicana Latinx Alumni Association.

### 2021-2022 Affordable Housing Successes

- **3** new home development projects with (marketed, sold, closed) customized deed restricted ownership programs launched with public agencies in line with the certificates of occupancy.
  - Redwood Grove, Napa County
  - Lantana Homes, Sonoma County
  - Hopkins Village in Truckee, Placer County
- **82** CLOSED new construction affordable workforce housing units sold in North San Francisco Bay Area
- **18** CLOSED resale BMR transactions all governed by different deed restricted programs
- **0 units lost** or required jurisdiction to buy back due to failure to meet restriction agreement timelines or capacity to enforce program covenants.
- **4** customized down payment assistance programs designed, launched, and administered (and monitored)
  - WHPP, Placer County (45 approved applicants and growing)
  - Placer County First Time Homebuyer Loan (10 applicants, 1 closed)
  - CalHome, Sonoma and Napa Counties (85 closed loans)
  - HOME, Napa County (20 closed loans)
  - HUD, Sonoma County (35 closed loans)
- **1** contract with City of Citrus Heights to design internal and external operations for their first affordable Surplus Lands Act ownership development.
- **\$14,720,000** CalHome Grant awarded with Robyn's leadership for Sonoma County (She is rolling out the countywide program in May)
- **Launched** WHPP Placer County's Workforce Housing Preservation Program\*
- **Launched** THAP Town of Truckee Workforce Deed Restriction Program\*  
*\*WHPP and THAP are the first of their kind's deed exchange programs created to help address the shortage of housing for the local workers in those communities.*

### In-Process

- **1** new affordable housing development in Santa Clara County with **36** for-sale homes with CORE Companies and Santa Clara County
- **2** affordable deed restricted new home communities (for sale), Placer County
- **1** Launched a new ADU Loan Program for City of Seaside
- **1** Housing Program Administration Contract for El Dorado County BMR Program Administration
- **2** new for-sale home developments in Sonoma County
- **1** New builder client in Santa Clara County

### 2007-2020

- **600+** new construction affordable/inclusionary units closed in accordance with Affordable Housing Agreements and timelines:
  - Developments: Self-Help (USDA 502 and Non-USDA), Affordable, Inclusionary, Workforce Housing, and Market Rate
  - Restrictions: Perpetuity Deed, 7 – 55 Year, Shared Appreciation, Option Agreements, Right of First Refusal, Multi-Party Agreements
- **100+** resale affordable/inclusionary units closed in accordance with restriction agreements and timelines.
- **\$28,000,000** in files underwritten and funded with local and state gap financing grants.
  - CDBG, CalHome, BEGIN, PLHA, HOME, MCC, AHP, WISH, Cal HFA SFF, Local HTFs, NWA, HUD
- **300+** affordable housing education events
- **25** program outreach and marketing plans for affordable/inclusionary projects with 100's of homes
- **14** City/County-wide Interest and Priority Lists created and managed with transparency and timeliness.
- **12** underwriting staff trained.
- **7** successful program and lending audits- including HCD, NeighborWorks America, and Cal HFA
- **2** contracts with non-profit housing developers to provide organizational and program development evaluation and assessment services.
  - Hello Housing in Oakland (2019) and Mid-Pen Housing in Foster City (2019)

**Housing INC Response: City of Menlo Park RFP: Below Market Rate Housing Program Administration Services**

**#2 - Experience with other public entities, work summary, cost of services, periods of services and contacts**

	Town of Truckee	City of Citrus Heights	El Dorado County	City of Seaside	County of Placer	Burbank Housing	Cabrillo	Core	NHSSV	South County Housing
<b>Cost of Services</b>	Monthly Retainer  \$6,700/month	Invoiced by deliverable.  \$30,000	Invoiced by deliverable \$40,000 + monthly retainer. <i>TBD upon completing our initial assessment</i>	Invoiced by deliverable. \$25,000 + <i>TBD upon our initial assessment</i>	Invoiced by deliverable. \$120,000	Confidential				
<b>Years of Service</b>	July 2022 - Present	April 2022 – Present	April 2023- Present	March 2023- Present	2020- Present	2016- Present	2016- Present	2021- Present	2011-2015	2006-2015
<b>Partnering Public Agencies</b>						Cities of Santa Rosa, Windsor, Rohnert Park, County of Sonoma, Napa, Geyserville, Forestville	Ventura County	Santa Clara County	Cities of Burlingame, Los Altos, Santa Clara, Morgan Hill, Los Gatos	Morgan Hill, Gilroy, Santa Cruz, Hollister, Aptos, Monterey, Watsonville
<b>Project development consulting services</b> – project design and financial feasibility studies, buyer profile creation, affordability determination, and market analysis		<b>X</b>				<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
<b>Engage and manage relationships with stakeholders to negotiate affordable housing agreements, conditions of approval, program development/operations</b> – includes working directly with attorneys on writing and creating Developer’s Agreements, Deed/Resale Covenants, Promissory Notes and Deeds of Trust	<b>X</b>	<b>X</b>	<b>X</b>		<b>X</b>	<b>X</b>		<b>X</b>	<b>X</b>	<b>X</b>
<b>Establish homeowner, tenant and program guidelines and facilitate external and internal infrastructure</b>	<b>X</b>	<b>X</b>		<b>X</b>	<b>X</b>	<b>X</b>		<b>X</b>	<b>X</b>	<b>X</b>
<b>Create strategic workplans with workflows to ensure all necessary programmatic and legal timelines are satisfied</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
<b>Engage and manage relationships to sell and/or rent homes with deed restrictions</b>	<b>X</b>				<b>X</b>	<b>X</b>		<b>X</b>	<b>X</b>	<b>X</b>
<b>Prepare cities, builders, and property managers for audits</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>		<b>X</b>	<b>X</b>	<b>X</b>
<b>Program Administration</b> – including long-term and day-to-day management for deed restricted projects and programs.	<b>X</b>		<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>		<b>X</b>	<b>X</b>	<b>X</b>

## **Housing INC Response: City of Menlo Park RFP: Below Market Rate Housing Program Administration Services**

### **#3 Experience processing deeds of trust, loan subordination and payoff transactions.**

HousingINC has expertise in working with municipalities to create, manage, and process deeds of trust, loan subordinations and payoff transactions.

HousingINC works closely with stakeholders and external partners to participate in all ongoing monitoring and processing requirements for all programs related to deeds of trust, loan subordinations and payoff transactions. We work in a timely manner and meet all legal and programmatic deadlines.

We will process deeds of trust, loan subordinations and payoff transactions as guided by the legal documents, program guidelines and City's expectations. HousingINC will provide updates to the city on its loan servicing, reuse and payoff requests on a monthly basis. HousingINC will not charge the city, applicants, or borrowers miscellaneous fees because these services are included in the monthly administrative fee.

### **#4 Example documents of compliance monitoring and certifications, marketing materials, application forms.**

HousingINC partners with our clients to create and manage compliance monitoring and certifications, marketing tools and application forms.

We pride ourselves on serving the jurisdictions we represent to effectively

- monitor and provide customer service to their owners, renters, and landlords.
- execute affirmative marketing programs consistent with Guidelines.
- build workflows for online applications and underwriting systems by leveraging existing City-owned/licensed technology infrastructure (if available), or assisting the City to identify a safe, and responsible technology platform aligned with best IT practices. **No** data will be shared via email, Dropbox or otherwise easily compromised platforms. We will be certain all program participants have a secure online experience with City programs. Additionally, online application and underwriting workflows will provide long-term monitoring and lock audit trails for the City.

Example compliance monitoring and certifications, marketing materials and application forms:

#### **1. Placer County (Marketing and Application)**

- a. [Workforce Housing Preservation Program | Placer County, CA](#)
- b. [First Time Homebuyer Assistance Program | Placer County, CA](#)
- c. [Gateway Commons / Gateway Village | Placer County, CA](#)
- d. SAMPLE **(SECURE)** ONLINE APPLICATION (Same workflow used for all of Placer County Housing)  
<https://placercounty.prod.simpligov.com/prod/portal/ShowWorkFlow/AnonymousEmbed/3a6230c0-f973-4eed-8de2-ed4cc624b5e>

#### **2. Town of Truckee Home Access Program (THAP) (Marketing and Application)**

- a. [Truckee Home Access Program | Town of Truckee](#)
- b. SAMPLE **(SECURE)** ONLINE APPLICATION FORM  
<https://portal.laserfiche.com/k4088/forms/HomeAccessProgramApplication>

#### **3. Burbank Housing**

- a. [Homeownership | Burbank Housing](#)

### **#5 Relevant licenses and certifications**

Robyn is a real estate broker and mortgage loan originator, licensed by the California Department of Real Estate DRE #01336834 NMLS #334668.

Robyn was licensed in 2002 as a salesperson and became a Real Estate Broker and licensed Mortgage Loan Originator in 2010. Robyn has worked with buyers since 2002 with an emphasis on affordable housing since 2007. Robyn creates processes to comply with housing and real estate law. In response to continuing legal changes, Robyn created tools for other program administrators to ensure compliance with TRID laws.

Robyn's DRE/MLO licensures are attached in a summary from the Department of Real Estate, including past and present representations. (Attachment A) Additionally, the link to access the public records is available at: [Public License Lookup - DRE \(ca.gov\)](#).

### **#6 Three relevant references**

1. City of Citrus Heights (HousingINC)
  - *Alison Bermudez, Senior Planner.* [abermudez@citrusheights.net](mailto:abermudez@citrusheights.net) 916.727-4741
2. Town of Truckee (HousingINC)
  - *Hilary Hobbs, Assistant Town Manager.* [hhobbs@townoftruckee.com](mailto:hhobbs@townoftruckee.com) 530.582.2914
3. County of Placer (Robyn J. van Ekelenburg Consulting)
  - *Emily Setzer, Placer County Principal Planner,* [ESetzer@placer.ca.gov](mailto:ESetzer@placer.ca.gov) 530.305.9890
4. Burbank Housing (Robyn J. van Ekelenburg Consulting)
  - *Jocelyn Lin, Director of Development,* [jlin@burbankhousing.org](mailto:jlin@burbankhousing.org) 707.303.0590
5. City of Seaside (HousingINC)
  - *Alexia Rapoport, Housing Program Manager.* [algarcia@ciseaside.ca.us](mailto:algarcia@ciseaside.ca.us) 831.899.6772

**#7 A list of contracts/agreements that were terminated.**

Not applicable – Our clients believe in the work we do and engage our services for additional support and opportunities beyond the approved contracts.

**#8 – Our capacity to serve Spanish speaking and other English as a foreign language client in both written and speaking form.**

HousingINC has a team that can offer written and verbal translation for program materials. We will support the needs of the residents of the City by ensuring equitable access to housing opportunities and materials.

**#9 – Compensation**

HousingINC is flexible and open to deciding on a contract fee schedule in partnership with the City. We suggest a monthly retainer fee for \$9,000/month with a fee to be discussed and determined together for rental and sale transactions.

**Deliverables**

- Day-to-day program administration services as documented by the City in the RFP.
- Conduct a Program Assessment to identify the needs of all citywide programs and create a comprehensive Workplan.
- Create affirmative marketing plans for all active programs.
- Update housing website and create a dedicated email and phone line.
- Create a workflow and identify an online application portal that meets security requirements (city-owned software).
- Create education and workshop materials for applicants.
- Conduct waitlist outreach activities to identify, underwrite qualified ownership households, as needed.
- Manage and implement the City's BMR housing rental interest list including implementation of the City's preference criteria and conducting lottery drawings to identify and underwrite tenants.
- Manage all for sale activities including escrow coordination and document draws.
- Create a long-monitoring and loan servicing program consistent with funding source requirements.
- Create ongoing compliance tools to allow the city the ability to ensure accuracy and oversight.
- Weekly (or bi-weekly) team meetings to provide accurate and timely program updates.
- Provide quarterly reports.

*HousingINC believes creating and preserving affordable housing is essential to building better communities. Effective marketing and efficient workflows is the first step to creating affordable opportunities. HousingINC will be a strategic partner and trusted resource for the City and its residents. We hope to have the privilege to meet and discuss this opportunity in greater detail.*

**Enclosed:**

**Attachment A: Department of Real Estate Snapshot**

**Attachment B: Robyn van Ekelenburg Resume**

**Attachment C: Teresa Martinez Gonzales Resume**

# Attachment A

## STATE OF CALIFORNIA DEPARTMENT OF REAL ESTATE

In reviewing a licensee's information, please be aware that license discipline information may have been removed from a licensee's record pursuant to Business & Professions Code Section 10083.2 (c). However, discipline information may be available from the California Department of Real Estate upon submittal of a request, or by calling the Department's public information line at 1-877-373-4542. The license information shown below represents public information. It will not reflect pending licensing changes which are being reviewed for subsequent updating. Although the business and mailing addresses of real estate licensees are included, this information is not intended for mass mailing purposes.

Some historical disciplinary action documents may not be in compliance with certain accessibility functions. For assistance with these documents, please contact the Department's Licensing Flag Section.

License information taken from records of the Department of Real Estate on 4/18/2023 3:39:59 PM

---

<b>License Type:</b>	BROKER
<b>Name:</b>	Van Ekelenburg, Robyn Janelle
<b>Mailing Address:</b>	9240 OAK LEAF WAY GRANITE BAY, CA 95746
<b>License ID:</b>	01336834
<b>Expiration Date:</b>	07/11/26
<b>License Status:</b>	LICENSED
<b>MLO License Endorsement:</b>	NMLS ID: 334668 (Click <a href="#">here</a> to check the status of the MLO License Endorsement )
<b>Salesperson License Issued:</b>	04/30/02
<b>Broker License Issued:</b>	07/12/10
<b>Former Name(s):</b>	NO FORMER NAMES
<b>Main Office:</b>	9240 OAK LEAF WAY GRANITE BAY, CA 95746
<b>DBA</b>	NO CURRENT DBAS
<b>Branches:</b>	NO CURRENT BRANCHES
<b>Affiliated Licensed Corporation(s):</b>	<a href="#">01154604</a> - Officer Expiration Date: 08/30/26 Burbank Housing Development Corporation  <a href="#">01167019</a> - Officer Expiration Date: 11/17/26 Cabrillo Economic Development Corporation  <a href="#">01197401</a> - Officer Expiration Date: 05/25/23 Burbank Housing Management Corporation  <a href="#">01466671</a> - Officer Expiration Date: 12/08/24 Burbank Housing Property Corporation  <a href="#">01212248</a> - Officer Expiration Date: 08/12/14 South County Housing Corporation

OFFICER LICENSE EXPIRED AS OF 08/13/14

[01397778](#) - Officer Expiration Date: 04/02/16  
 South County Property Management Corporation  
 OFFICER LICENSE EXPIRED AS OF 04/03/16

[01324196](#) - Officer Expiration Date: 01/22/18  
 Neighborhood Housing Services Silicon Valley  
 OFFICER LICENSE EXPIRED AS OF 01/23/18

**Comment:** NO DISCIPLINARY ACTION

NO OTHER PUBLIC COMMENTS

>>>> Public information request complete <<<<



## Attachment B

# Robyn van Ekelenburg

### Areas of Expertise

- 18 years of project and staff management experience assessing development feasibility
- Affordable Housing development for non-profit agencies, including self-help and traditional homeownership
- Manage and create guidelines for the successful implementation of down payment programs
- Preparing and executing government program and private sector real estate files and program compliance for audit
- Financial literacy education program development for buyer engagement and procurement

### Current Board Affiliations

Board member for Housing Trust Placer (2020-Current)

### Professional Experience

#### **Robyn van Ekelenburg Consulting, Principal, Affordable Housing Consultant 2012-Present**

Clients include: The County of Placer, Burbank Housing Development Corp, Santa Rosa and Cabrillo Economic Development Corporation, Ventura, MidPen Housing, Hello Housing

- Procured \$10 million of gap financing for first time homebuyers
- Manage millions of dollars of local and State down payment assistance program funds
- Successfully closed two developments (82 units) for LMI first time homebuyers all leveraging silent down payment assistance programs and 10 resale homes leveraging reuse down payment assistance in the last 6 months.
- Manage homeownership program development and resale programs
- Homeownership workshops and education program development

#### **Broker of Record/Housing Program Supervisor/Consultant 2012-2015**

Neighborhood Housing Services Silicon Valley (NHSSV), Non-Profit 501C3, San Jose, CA

- Consulted on restricted first-time homebuyer new construction and resale housing projects and partnerships on behalf of 5 San Francisco Bay Area cities
- Managed the programmatic oversight and underwriting guidelines for municipal programs and subordinate & first mortgage loans
- Directed purchase and mortgage loan product marketing and program outreach efforts and mentored real estate and lending teams to cultivate buyers and meet performance objectives

#### **Homebuyer Program Manager/Broker 2007-2012**

South County Housing Corporation, Non-Profit 501C3, Gilroy, CA

- Managed staff of 6 to sell single family construction projects in Central California in San Benito, Santa Clara, Monterey and Santa Cruz Counties
- Managed \$12 mil portfolio of resale restricted owner-occupied homes on behalf of local city jurisdictions
- Secured and monitored funding for first time homebuyer subordinate financing from public and private sources to purchase the agency's developed properties in a down market

#### **Sales Director 2005-2007**

The Reiser Group, Inc., Alamo, CA

- Provided daily leadership to 10-20 sales consultants and held responsibility for selling over 200 homes in a down market
- Strategized with advertising companies to meet builders' sales goals under or at budget
- Negotiated contracts and yielded profits under challenging market conditions

#### **Assistant Sales Manager 2002-2005**

Signature Properties, Inc., Pleasanton, Ca

- Supervised daily activities of 10 new home sales communities.
- Specialized in high density urban projects in the Oakland and San Francisco markets, including managing market rate and below market rate housing programs.

#### **Escrow Manager/DRE Processor 1999-2002**

Greystone Homes, LENNAR

## Attachment C

### Teresa Martinez Gonzales

**Education** - University of California, Berkeley – Bachelor of Arts, Anthropology

#### **Professional Experience**

HousingINC, Granite Bay, CA: 2021 – Present

*Director* - Day-to-day affordable housing contract administration relationship management, client communication, operations, and contract deliverable activities

Robyn van Ekelburg Consulting, Granite Bay, CA: 2018 – 2020 - Analyzed and reported on affordable housing project and program development strategy and data

ReScape California, San Francisco, CA: November 2017 – Present

*Relationships and Initiatives Director* - Identify and manage relationships and contracts with California municipalities to educate the workforce about and to operationalize stormwater and climate change regulations

Neighborhood Housing Services Silicon Valley, San Jose, CA: May 2011 - August 2015

*Affordable Housing Planning Manager* - Administered affordable home purchase programs for 5 Silicon Valley cities

One Economy Corporation, San Jose, CA: March 2004 - August 2007

*Local Director and AccessAll Program Manager* - Partnered with public agencies and non-profits to build online workforce development and small business support tools for California low-income communities; Recruited and managed corporate AT&T volunteers to put technology in Habitat for Humanity homes in California and Texas

#### **Community Experience & Professional Training**

- Chicanx Latinx Alumni Association – UC Berkeley, Treasurer, Board Member: January 2018 – Present
- Member & participating alumnae, TRENZA and TRENZA Alumni, UC Berkeley: 1995 – Present

#### **Housing Conferences, Coalitions and Campaigns**

- Member, Housing Advisory Committee, City of Gilroy: 2014 – 2015
- Contributed to updating the State of California’s Housing Element for the Cities of San Jose, Milpitas, Los Altos, Morgan Hill, Gilroy and Town of Los Gatos: 2014 & 2015
- Housing Impact Fee advocacy by Housing Trust Silicon Valley: 2014
- Neighborhood Development Training Conference (San Jose, CA): 2013 & 2014
- National Community Land Trust Conference (Cleveland, OH): April 2014
- Santa Clara County Affordable Housing Week by Housing Trust Silicon Valley: 2012 - 2014
- Community Leadership Institute (Kansas City, MO): November 2011
- NeighborWorks America Training Institute (Atlanta, GA): August 2011

#### **Studies & Reports**

- Assisted in local data collection on “San Jose’s Digital Communities” for SRI’s comparative study to the Pew Research Center’s Internet and American Life’s on Home Broadband Adoption: 2006 - 2007



**STAFF REPORT**

**City Council**

**Meeting Date:**

**7/11/2023**

**Staff Report Number:**

**23-157-CC**

**Consent Calendar:**

**Authorize the city manager to execute an amendment to the professional services agreement with Team Sheeper, Inc. for continued operation of Burgess Pool through Sept. 30**

**Recommendation**

City staff recommends that City Council authorize city manager to execute an amendment (Fourth Amendment – Attachment A) to the professional services agreement between the City of Menlo Park and Team Sheeper, Inc. (Agreement – Attachment B) for continued operation of Burgess Pool through Sept. 30.

**Policy Issues**

City Council provides policy direction to the city manager regarding services to the community; authorizes the city manager and city attorney to negotiate and execute professional services Agreements with service providers; and sets prioritization for the use of City resources to serve the community.

**Background**

On Feb. 28, City Council took the following actions (Attachment C):

1. Identified request for proposals (RFP) respondent, Team Sheeper, Inc., as the preferred aquatics operator for Burgess Pool and the future Menlo Park Community Campus (MPCC) aquatics center
2. Authorized the city manager to enter negotiations with Team Sheeper, Inc., for a draft aquatics operator agreement at Burgess Pool and the future MPCC aquatics center, to take effect Sept. 1, at terms in accordance with City Council's direction regarding desired elements of the aquatics program and as specified in the RFP
3. Formed an Aquatics Operator Agreement Negotiation Ad-Hoc Subcommittee (Subcommittee) comprised of two City Councilmembers (Taylor/ Nash) appointed by the City Council to advise and support City staff during the agreement negotiation process.

**Analysis**

At City Council's direction, City staff, with support and advice from the Subcommittee, have been actively engaged in negotiations with Team Sheeper, Inc., for a new aquatics operator agreement at Burgess Pool and the future MPCC aquatics center. The negotiations have made significant progress and have advanced to the stage of preparing a draft agreement. However, additional negotiations are required to work through the agreement terms and details, in alignment with City Council's Feb. 28 direction.

The current agreement for operations at Burgess Pool is set to expire on Aug. 31. If no new agreement is executed by Aug. 31, and absent an extension of the current agreement's duration, aquatics operations at Burgess Pool would cease on Sept. 1.

For the above reasons, City staff recommends that the City Council authorize the city manager to execute an amendment to the current aquatics operator agreement term, to extend its duration for 30 additional days, through Sept. 30. The aquatics operator, Team Sheeper, Inc., is amenable to the proposed agreement extension. The proposed 30-day extension, if authorized by City Council, would ensure that aquatics operations will continue at Burgess Pool uninterrupted through Sept. 30 while negotiations and language for a new agreement are completed and brought to City Council for review and action. City staff believes that the additional 30 days will provide sufficient time to finalize the details of a new agreement for City Council's review and action.

### **Impact on City Resources**

There is no new direct impact to the General Fund associated with the recommended action. Potential impacts to the General Fund will be associated with the authorization of a new operator agreement by City Council tentatively in August 2023.

### **Environmental Review**

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any 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. Fourth amendment
- B. Hyperlink – “Authorize the city manager to execute an amendment to the professional services agreement with Team Sheeper, Inc. for continued operation of Burgess Pool through August 31, 2023.” City Council meeting agenda (Item K-1), July 26: [menlopark.gov/files/sharedassets/public/agendas-and-minutes/city-council/2022-meetings/agendas/20220726-city-council-agenda-packet.pdf#page=656](https://menlopark.gov/files/sharedassets/public/agendas-and-minutes/city-council/2022-meetings/agendas/20220726-city-council-agenda-packet.pdf#page=656)
- C. Hyperlink – “Identify a preferred aquatics operator and authorize the city manager to negotiate an agreement for an aquatics operator at Burgess Pool and the future MPCC aquatics center; and form an ad hoc City Council subcommittee to advise the agreement negotiation process.” City Council meeting agenda (item H-1), Feb. 28: [menlopark.gov/files/sharedassets/public/agendas-and-minutes/city-council/2023-meetings/agendas/20230228-city-council-agenda-packet.pdf#page=489](https://menlopark.gov/files/sharedassets/public/agendas-and-minutes/city-council/2023-meetings/agendas/20230228-city-council-agenda-packet.pdf#page=489)

Report prepared by:

Sean S. Reinhart, Library and Community Services Director

Report reviewed by:

Justin Murphy, City Manager

Nira Doherty, City Attorney

**FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**  
(Menlo Park Aquatic Facilities)

This Fourth Amendment to Professional Services Agreement (“Fourth Amendment”) is made and executed as of \_\_\_\_\_, 2023, by and between the City of Menlo Park, a municipal corporation (“City”) and Team Sheep, Inc., a California S Corporation (“Provider”), referred to herein collectively as “Parties.” This Fourth Amendment modifies the Professional Services Agreement dated March 27, 2018 by and between the Parties regarding the provision of recreational aquatics programming (“Agreement”), as amended by the First Amendment to Professional Services Agreement dated June 9, 2020 (“First Amendment”), the Second Amendment to Professional Services Agreement dated September 15, 2020 (“Second Amendment”), and the Third Amendment to Professional Services Agreement dated July 26, 2022 (“Third Amendment”)

**RECITALS**

The City and Provider are entering into this Fourth Amendment based on the following facts, understandings, and intentions:

- A. The Parties desire to continue Provider’s services at Burgess Pool through September 30, 2023.

**NOW THEREFORE**, the Parties agree as follows:

1. Section 3 (Term) of the Professional Services Agreement dated March 27, 2018, is repealed in its entirety and replaced with the following language: The term of this Agreement shall terminate on September 30, 2023.
2. Except to the extent expressly modified by this Fourth Amendment, the terms of the Agreement, as amended by the First Amendment, Second Amendment, and Third Amendment, shall remain effective without impairment or modification.
3. This Fourth Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one amendment.

**IN WITNESS WHEREOF**, the Parties have executed this Fourth Amendment by their duly authorized officers as of the date first set forth above.

**CITY OF MENLO PARK**

By: \_\_\_\_\_

Justin I.C. Murphy, City Manager

Approved as to Form:

\_\_\_\_\_

City Attorney

Nira F. Doherty, City Attorney

**ATTEST:**

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

**TEAM SHEEPER, INC**

501 Laurel Street  
Menlo Park, CA 94025

By: \_\_\_\_\_

Tim Sheeper, Chief Executive Officer

Approved as to Form:

\_\_\_\_\_

Attorney for Team Sheeper



## STAFF REPORT

### City Council

Meeting Date:

7/11/2023

Staff Report Number:

23-164-CC

### Consent Calendar:

**Award a construction contract to Suarez & Munoz Construction, Inc., for the Willow Oaks and Burgess Parks Improvement projects, and determine this action is categorically exempt under California Environmental Quality Act Guidelines §§15301 and 15304 exemption for existing facilities**

### Recommendation

Staff recommends that the City Council award a \$4,796,375 construction contract, with bid alternate A, to Suarez & Munoz Construction, Inc. (Attachment A), approve a contingency in the amount of \$479,638 (held by the city), approve construction administration fees in the amount of \$115,000, and determine that this action is categorically exempt under California Environmental Quality Act (CEQA) Guidelines §§15301 and 15304 for the Willow Oaks and Burgess Parks Improvement projects.

### Policy Issues

The project is consistent with the City's General Plan Policy LU-6.1 and the Recreation Master Plan goals adopted in October 2019 by developing and maintaining parks and a recreation system that provides areas for play fields and facilities conveniently located and properly designed to serve the recreation needs of Menlo Park residents and all visitors alike. Both Burgess Park and Willow Oaks Park offer areas for recreational activities, playing, exercising, a small dog park at Willow Oaks Park, picnic areas, and gathering by being conveniently located, suitably maintained, and designed to serve park goers chosen needs.

### Background

On May 10, 2022, staff and Callander Associates Landscape Architecture Inc., presented Willow Oaks Park and Burgess Park playground concept plans to the City Council. The design for Willow Oaks Park included reconstructing the existing playground and dog park, and incorporating a new park restroom, pathway improvements, purpose-built pickleball courts, seating, picnic areas and landscaping. The design for Burgess Park included reconstructing the existing playground, Americans with Disabilities Act (ADA) compliant parking and walkways and the installation of new fencing. City Council unanimously approved the concept plans.

On Dec. 6, 2022, an informational update was transmitted to the City Council to provide an update on phasing the work at Willow Oaks Park. The purpose-built pickleball courts were removed from phase 1, to allow for further analysis of a separate pickleball pilot project under a second phase of work. A second phase of the Willow Oaks Park renovation plans are proposed to come back for more input following the construction of the first phase of the improvements, and the Parks and Recreation Master Plan update that is currently underway.

In response to safety concerns raised by the community about negative interactions with unleashed dogs on the Ravenswood City School District sports field adjacent to Willow Oaks Park, the City and the School District installed tubular steel fencing with gates at the perimeter of the park in May.

On May 13, the City held a pop-up informational event at Willow Oaks Park, showcasing the improvements at Willow Oaks and Burgess parks. The event was well attended by approximately 25 members of the community. There was positive community support for a new playground equipment, restroom facility, a new dog water station in the dog park, and basketball court resurfacing at Willow Oaks park. In response to concerns about restroom safety, staff clarified there will be daily maintenance, and the doors will be locked between 10 p.m. and 7 a.m. each day.

#### Willow Oaks Park improvements

The improvements for Willow Oaks Park include:

- Removal and area preparation for the installation of new children's play equipment including area drains and rubberized surfacing, artificial turf and fencing
- Installation of a new dog park including ground preparation, artificial turf, fencing and drinking fountain
- Installation of new utility lines including water, electric, sanitary and storm drain; as well as irrigation lines
- Resurfacing of an existing basketball court; removal and replacement of pathways of varying width from 8 to 10-feet (bid alternate A)
- Coordinating the installation of a new prefabricated restroom to include the installation of a foundation mat, work and installation of utility line stubouts corresponding to required new utility line connections for the new restroom utilities, as well other work (bid alternate A)

#### Burgess Park improvements

The improvements for Burgess Park include:

- Removal and area preparation for the installation of new children's play equipment including area drains and rubberized surfacing
- ADA compliant parking stall and concrete walkways
- Installation of new fencing
- Installation of utility lines
- Associated grading and drainage improvements

#### **Analysis**

On April 26, the City solicited bids from prospective contractors for the project. The project was advertised on Planet Bids, a procurement platform utilized by the City, and posted twice in a local newspaper. Construction bids were opened May 24, with results listed in Table 1.

One bid was received for this project. Suarez & Munoz Construction, Inc. was identified as the apparent low bidder with a combined base bid and bid alternate price of \$4,796,375, which is approximately 3% higher than the engineer's estimate of \$4,679,338. Before issuing bids, staff researched construction cost trends to inform the engineer's estimate. Construction costs have increased due to the economy's inflationary market and increased labor and material costs. Staff attributes the low bidder turnout to the specialized nature of this work.

Staff recommends including bid alternate A in the contract, to install the restroom and to resurface the basketball courts, based on the generally positive community support at the May pop-up event, 2017 direction from the Parks and Recreation Commission, the restroom's inclusion in the 2019 Parks and



Recreation Facilities Master Plan, as well as May 2022 direction from City Council when the concept plans were approved.

Table 1: Bid results				
Contractor	Willow Oaks base bid	Burgess base bid	Willow Oaks add alternate	Total bid
Engineer's estimate	\$3,460,390	\$915,808	\$303,140	\$4,679,338
Suarez & Munoz Construction, Inc.	\$3,550,736	\$1,000,109	\$245,530	\$4,796,375

City staff has found the low bidder to be experienced with projects involving similar scopes of work for park improvements. Staff has also determined the low bidder to be both responsive and responsible per public contracting code requirements. Subject to the City Council’s award of contract, the project is tentatively scheduled from August 2023 to January 2024. The parks will be closed during construction, with exception of access to Building Kidz preschool which will be maintained, and residents will be notified by postings at the park and updates to the City’s project webpage.

### Impact on City Resources

The project is included in the fiscal year 2023-24 capital improvement program with approximately \$5.6 million available from a combination of available funding from Measure T, recreation in-lieu fees and transportation impact fees (TIF). TIF funds will go toward the Willow Oaks bike connector pathway. The other funding sources will be used for the improvements for Willow Oaks Park including playground equipment, tennis court lighting, park sidewalk improvements, the dog park, fencing and park lighting and the playground equipment at Burgess Park. The estimated budget, including the base bid and bid alternate, is summarized in Table 2 and totals \$5,391,013 including a 10% construction contingency and construction administration fees. Construction administration is estimated at \$115,000 and includes construction management and consultant support for inspections. Table 3 below summarizes the amount of funding available from each source.

Table 2: Construction contract budget	
Item	Amount
Construction contract amount (Base bid)	\$4,550,845
Construction contract amount (Bid alternate)	\$245,530
<b>Total construction contract amount</b>	<b>\$4,796,375</b>
Construction administration, inspection and testing services	\$115,000
Contingency	\$479,638
<b>Total project budget</b>	<b>\$5,391,013</b>
Available funds (fiscal year 2023-24)	\$5,621,120

The project has sufficient funding to construct all improvements. Therefore, staff is recommending that the City Council award a \$4,796,375 construction contract, with bid alternate A, to Suarez & Munoz

Construction, Inc., approve a contingency in the amount of \$479,638 (held by the city) and approve construction administration fees in the amount of \$115,000 for the Willow Oaks and Burgess Parks Improvement project.

Fund	Amount
Measure T	\$3,817,375
Recreation in-lieu fees	\$1,303,745
TIF	\$500,000
<b>Total</b>	<b>\$5,621,120</b>

**Environmental Review**

The project is categorically exempt under §15301 – Class 1 and §15304 – Class 4 of the CEQA Guidelines. Both Burgess Park and Willow Oaks Park are considered exempt because the project involves operation, maintenance, replacement or reconstruction of facilities and minor alterations to land that the state has determined not to have a significant effect on 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. Construction contract
- B. Location Map

Report prepared by:  
Bill Halleck, Acting Senior Project Manager

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

**CONSTRUCTION AGREEMENT**

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



<b>Agreement #:</b>
<b>AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND SUAREZ &amp; MUNOZ CONSTRUCTION, INC.</b>
THIS CONSTRUCTION CONTRACT ("Contract") is made and entered into this ____ day of _____, _____ ("Execution Date") by and between the CITY OF MENLO PARK, a California municipal corporation, ("City") and SUAREZ & MUNOZ CONSTRUCTION, INC. ("Contractor").
<b>RECITALS</b>
<p>A. Contractor is a California Corporation duly organized and in good standing in the State of California, License Number 873996. Contractor represents and warrants that it has the background and experience set forth in the Contractor's responses to the notice inviting bids.</p> <p>B. Contractor represents that it is duly licensed by the State of California and has the background, knowledge, experience and expertise to perform the obligations set forth in this Contract.</p> <p>C. On April 26, 2023, the City issued a Notice to Contractors inviting bids for the Project. A copy of the Contractor's Bid proposal and List of Subcontractors is attached herein and incorporated by this reference.</p> <p>D. The City desires to retain Contractor as an independent contractor to provide the construction and other services identified in this Contract for the Project upon the terms and conditions contained herein.</p>
<b>AGREEMENT</b>
<p>NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants and conditions contained herein, the parties hereby agree as follows:</p> <p>1. <b>DEFINITIONS.</b> Capitalized terms used throughout the Contract Documents shall have the meanings set forth in this Contract and/or the Special Provisions. If there is a conflict between the definitions in this Contract and the Special Provisions, the definitions in this Contract shall prevail.</p> <p>2. <b>PROJECT.</b> The project is the construction of Willow Oaks and Burgess Park Improvement ("Project"). The work includes all labor, materials, equipment, services, permits, licenses and taxes, and all other things necessary for Contractor to perform its obligations and complete the Project, including, without limitation, any Change Orders executed by City and Contractor in accordance with the requirements of the Contract Documents ("Work").</p>

### 3. CONTRACT DOCUMENTS.

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

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

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

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

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

6. TERM. This Contract is effective on the Execution Date set forth in the initial paragraph of this Contract and shall remain in effect until the Project has been satisfactorily completed by

Contractor, unless earlier terminated pursuant to the terms of this Contract.

7. **TIME OF COMPLETION.** Time is of the essence with respect to all time limits set forth in the Contract Documents. Contractor shall commence the Work on the date specified in the City's Notice to Proceed. Contractor shall diligently prosecute the Work to Substantial Completion within one hundred and fifty (150) calendar days after the date specified in the City's Notice to Proceed ("Contract Time"). The Contract Time may only be adjusted for extensions of time approved by the City and agreed to by Change Order executed by City and Contractor in accordance with the requirements of the Contract Documents.

8. **COMPENSATION.** The City agrees to compensate Contractor for its satisfactory completion of the Work in compliance with the Contract Documents for the not to exceed amount of Four Million Five Hundred Fifty and Eight hundred forty five (\$4,550,845) ("Contract Sum"). Payment shall be as set forth in the Plans, Special Provisions and/or Technical Specifications. The Contract Sum may only be adjusted by Change Orders issued, executed and satisfactorily performed by Contractor in accordance with the requirements of the Contract Documents. The Contract Sum shall be adjusted (upward or downward) only to account for Change Orders. The Contract Sum is and shall be full compensation for all Work performed by Contractor. The Contract Sum shall cover all losses arising out of the nature of the Work or from the elements or any unforeseen difficulties or obstructions which may arise or be encountered in performance of the Work until its Acceptance by the City, all risks connected with the Work and any and all expenses incurred due to the suspension or discontinuance of the Work.

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

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

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

Contractor without the express written approval of the City.

## 12. LIQUIDATED DAMAGES.

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

12.2 Daily Amount. City and Contractor have reasonably endeavored, but failed, to ascertain the actual damage that the City will incur if the Contractor fails to achieve Substantial Completion of the Work within the Contract Time. Therefore, the parties agree that in addition to all other damages to which the City may be entitled other than delay damages, in the event the Contractor shall fail to achieve Substantial Completion of the Work within the Contract Time, Contractor shall pay City as liquidated damages the amount of Five Hundred Dollars (\$500.00) per day for each calendar day after the expiration of the Contract Time until Contractor achieves Substantial Completion of the Work. The liquidated damages amount is not a penalty, but a reasonable estimate of the amount of damages the City will suffer.

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

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

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

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

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

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

#### 15. INDEMNIFICATION.

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

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

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

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

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

## 17. INSURANCE AND BOND REQUIREMENTS.

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

17.2 Insurance Requirements. Contractor shall obtain the following insurance.

A. Worker's Compensation and Employer's Liability Insurance: The CONTRACTOR shall have in effect during the entire life of this Contract workers' compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Contract, the CONTRACTOR makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Contract."



B. Commercial General Liability Insurance: The CONTRACTOR shall take out and maintain during the life of this Contract such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this Contract from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the CONTRACTOR's operations under this Contract, whether such operations be by CONTRACTOR or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) in aggregate, or four million dollars (\$4,000,000) combined single limit bodily injury and property damage for each occurrence. CONTRACTOR shall provide the City with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions.

C. Automobile Liability Insurance: CONTRACTOR shall maintain Automobile Liability Insurance pursuant to this Contract in an amount of not less than one million dollars (\$1,000,000) for each accident combined single limit or not less than one million dollars (\$1,000,000) for any one (1) person, and one million dollars (\$1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, (\$300,000) property damage.

17.3 CITY and its subsidiary agencies, and their officers, agents, employees and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the workers' compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.

17.4 In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this Contract to the contrary, immediately declare a material breach of this Contract and suspend all further work pursuant to this Contract.

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

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

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

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

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

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

## 22. CITY RIGHTS AND REMEDIES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To City:

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

To Contractor:

Suarez & Munoz Construction, Inc.  
2490 American Avenue  
Hayward, CA 94545

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

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

To City Attorney:

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

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

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

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

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

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

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

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

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

33. COMPLETE AGREEMENT; SEVERABILITY. This Contract, and any other documents

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

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

Signatures on next page.

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

**FOR FIRST PARTY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Tax ID#

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Nira F. Doherty, City Attorney

\_\_\_\_\_  
Date

**FOR CITY OF MENLO PARK:**

\_\_\_\_\_  
Justin I. C. Murphy, City Manager

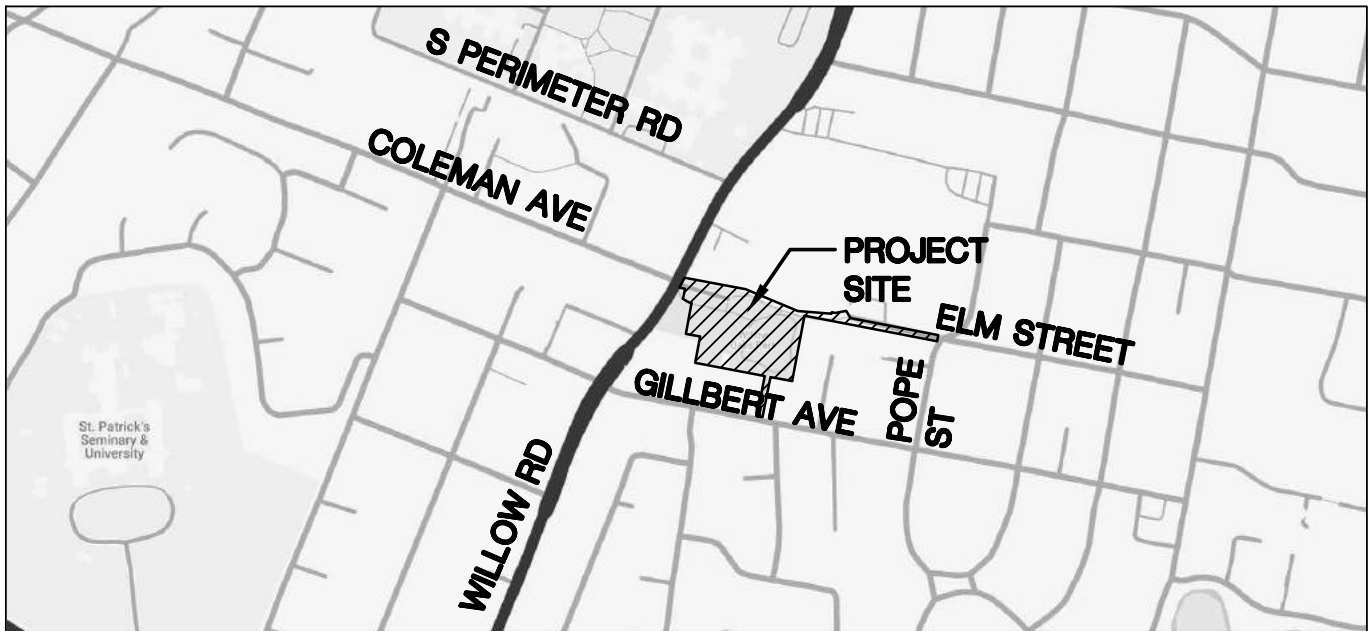
\_\_\_\_\_  
Date

**ATTEST:**

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

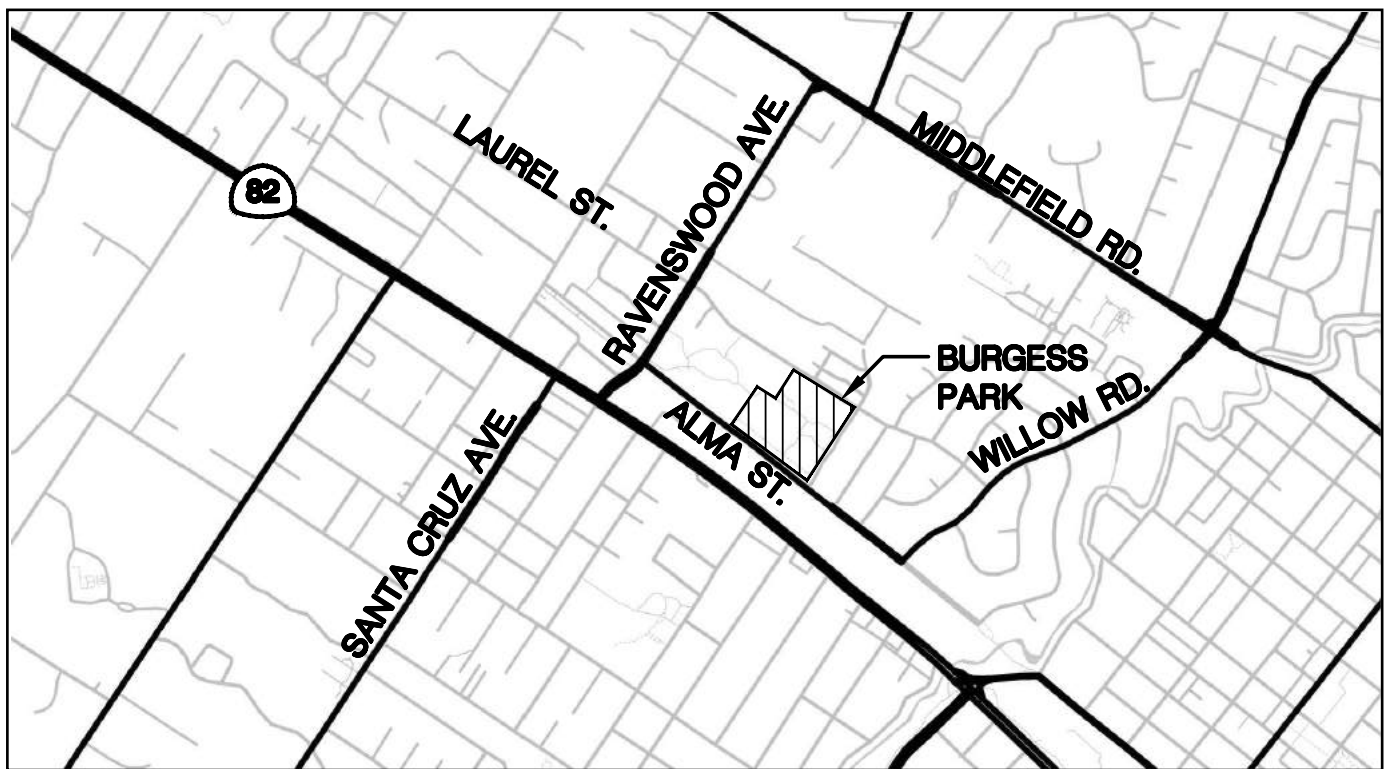
\_\_\_\_\_  
Date





© COPYRIGHT GOOGLE MAPS (2023)

Burgess Park Improvements Location



© COPYRIGHT GOOGLE MAPS (2023)



## STAFF REPORT

**City Council**

**Meeting Date:**

**7/11/2023**

**Staff Report Number:**

**23-158-CC**

**Consent Calendar:**

**Waive second reading and adopt an ordinance adding Menlo Park Municipal Code Chapter 8.05 to require zero emission landscaping equipment (ZELE)**

### Recommendation

Staff recommends the City Council waive the second reading and adopt an ordinance adding Menlo Park Municipal Code Chapter 8.05 (gasoline powered landscape equipment) to require five types of handheld landscaping equipment to be zero emission by certain dates and repeal Chapter 8.07 (leaf blowers) and subsection (c) of 8.06.040 exceptions for gasoline powered leaf blowers (Attachment A).

### Policy Issues

Menlo Park currently regulates gasoline powered gardening equipment through the City's noise ordinance (Chapter 8.06) and a leaf blower ordinance (Chapter 8.07). Beginning Jan. 1, 2024, gas powered gardening equipment will no longer be sold in California. Menlo Park also has a 2030 Climate Action Plan with a goal to be carbon neutral by 2030. Gas-powered landscaping equipment uses fossil fuels that contribute to climate change and negatively impacts air quality endangering the health of the community and its workers.

### Background

On June 13, the City Council approved introducing proposed rules that would regulate five types of gasoline powered gardening equipment by a certain date, starting with prohibiting use of gasoline powered leaf blowers and string trimmers July 1, 2024, and gasoline powered walk-behind lawnmowers, hedge trimmers and chainsaws Jan. 1, 2029, 3-2 (Combs and Taylor dissenting). On June 27, a reintroduction of the proposed rules was required to resolve potential conflicts with the City's noise ordinance (Attachment B). Extensive outreach and engagement was carried out with professional gardeners and the community regarding the proposed rules between June 2022 and April 2023, and is also noted in Attachment C. The Environmental Quality Commission also advises the City Council to adopt the proposed rules.

### Analysis

As a result of the June 2023 meetings, the City Council directed staff to implement the following activities if the rules in Attachment A are adopted:

1. Begin outreach with the community and professional gardeners immediately using existing outreach material and community communication platforms, providing one year to transition before prohibiting the use of gasoline powered string trimmers and leaf blowers.
2. Consider an electric gardening equipment rebate program. A proposed program is provided under a separate staff report for this public meeting.
3. Provide an annual progress report to the Environmental Quality Commission for two years starting in

2025.

4. Mayor to send a letter on behalf of the City to:
  - A. The California Air Resources Board and the Bay Area Air Quality Management District to request opening up a program for government agencies and large landscaping companies to receive incentives and equipment discounts similar to the statewide electric landscaping equipment discount program for small scale and micro landscaping businesses, including providing free technical assistance for charging infrastructure, incentives for infrastructure and other equipment needed to transition, such as electrical upgrades to charge equipment, cooling infrastructure to maximize battery life, and resiliency infrastructure to operate during public safety power shut off events.
  - B. Call on key manufactures of electric gardening equipment (e.g., Stihl, ECHO, EGO, GreenWorks) to expeditiously address battery life concerns expressed by many gardeners that include ensuring that batteries last several years instead of two or three years, providing affordable short-term solutions to extend battery life such as cooling equipment accessories, manufacturing batteries that can be fully deconstructed/recycled at the end of its life to retrieve precious metals to avoid environmental damage, and designing equipment to be more ergonomic.

Staff will also continue to explore opportunities to provide a take-back program of gasoline powered landscaping equipment to ensure proper disposal of equipment and batteries.

### **Impact on City Resources**

Additional budget and resources may be needed for rebate program and enforcement activities, and would be included in upcoming budget preparations over the next few years. It is important to note that gas powered gardening equipment will not be available for sale starting Jan. 1, 2024, and related costs to transition will start to be incurred soon as a result by the City, its contractors and private gardeners.

### **Environmental Review**

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

### **Public Notice**

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

### **Attachments**

- A. Ordinance to add Chapter 8.05 “Gasoline Powered Landscape Equipment” to the Menlo Park Municipal Code
- B. Hyperlink – June 27 staff report: [menlopark.gov/files/sharedassets/public/agendas-and-minutes/city-council/2023-meetings/agendas/20230627-city-council-regular-agenda-packet.pdf#page=428](https://menlopark.gov/files/sharedassets/public/agendas-and-minutes/city-council/2023-meetings/agendas/20230627-city-council-regular-agenda-packet.pdf#page=428)
- C. Hyperlink –June 13 staff report: [menlopark.gov/files/sharedassets/public/agendas-and-minutes/city-council/2023-meetings/agendas/20230613-city-council-regular-agenda-packet\\_w-presentations.pdf#page=163](https://menlopark.gov/files/sharedassets/public/agendas-and-minutes/city-council/2023-meetings/agendas/20230613-city-council-regular-agenda-packet_w-presentations.pdf#page=163)

Report prepared by:

Staff Report #: 23-158-CC

Rebecca Lucky, Sustainability Manager

## ORDINANCE NO. XXXX

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
ADDING CHAPTER 8.05 TO THE MENLO PARK MUNICIPAL CODE TO  
PROHIBIT THE USE OF GASOLINE POWERED LANDSCAPE EQUIPMENT,  
REPEALING CHAPTER 8.07 AND REPEALING SUBSECTION (C) OF  
SECTION 8.06.040**

WHEREAS, the City of Menlo Park, as well as the State of California, have been moving forward in reducing our carbon footprint; and

WHEREAS, in 2019, the City Council declared a climate emergency (Resolution No. 6535) and adopted the 2030 Climate Action Plan (CAP) with the goal of making Menlo Park carbon neutral by 2030; and

WHEREAS, gas-powered landscape equipment emits greenhouse gases and other pollutants including carbon monoxide, nitrous oxides and hydrocarbons that are harmful to human health; and

WHEREAS research by the California Air Resources Board has identified the use of gas-powered small off-road engines, including leaf blowers, as detrimental to the environment as they emit high levels of air pollutants like oxides of nitrogen and other reactive organic gases; and

WHEREAS, many gas-powered landscape equipment produce noise exceeding Menlo Park's noise ordinance levels with the average 2-stroke backpack leaf blower's ability to emit upwards of 90 decibels that can lead to hearing loss; and

WHEREAS, on October 18, 2022, the City Council, in response to community concerns about gas powered leaf blower's negative effects on noise, health and air quality, directed staff to prepare a draft ordinance regulating five types of gas-powered gardening equipment (leaf blowers, string trimmers, lawnmowers, hedge trimmers and chainsaws) for final adoption by the City Council in 2023; and

WHEREAS, the City currently regulates gas powered equipment through its noise ordinance and a leaf blower ordinance; and,

WHEREAS, modern, readily available electric-powered landscape equipment is quiet and zero-emission and can cost less to purchase and operate with efficient use of the equipment and use of available incentives; and

WHEREAS, the City Council seeks to reduce greenhouse emissions and air pollution by regulating the use of gasoline-powered landscape equipment; and

WHEREAS, in 2021, the State of California passed AB 1346 outlawing the sale of new gas-powered leaf blowers, string trimmers, hedge trimmers, lawnmowers and chainsaws by January 1, 2024;

NOW, THEREFORE, the City Council of the City of Menlo Park does hereby ordain as follows:

**Section 1.** Adding Chapter 8.05 "Gasoline Powered Landscape Equipment" to the MPMC

A new chapter 8.05 entitled "Gasoline Powered Landscape Equipment" is hereby added to the Menlo Park Municipal Code (MPMC) to read in its entirety as follows:

#### **8.05.010 Definitions**

A. The following words and phrases shall, whenever used in this Chapter, be construed as set forth in this section:

"Electrically powered landscape equipment" means any mechanical landscape equipment utilized for maintaining landscaping that is powered by electric means, including but not limited to battery powered equipment and cordless rechargeable equipment

"Gasoline-powered landscape equipment" means any mechanical equipment utilized for maintaining landscaping that is powered by an internal combustion engine using gasoline, alcohol or other liquid or gaseous fluid, including but not limited to leaf blowers, string trimmers, lawnmowers, hedge trimmers and chainsaws

"Landscape equipment" means leaf blower, string trimmer, lawnmower, hedge trimmer and chainsaw

"Leaf blower" means a machine used to blow, displace, or vacuum leaves, dirt and/or debris

"String trimmer" means a machine used to cut grass, small weeds and groundcover

"Lawnmower" means a machine utilizing one or more revolving blades to cut a grass surface to an even height

"Hedge trimmer" means a machine used for trimming hedges and/or any boundary made by shrubs

"Chainsaw" means a machine with a set of teeth attached to a rotating chain driven along a guide bar that is used to fell, limb, buck, or prune trees and other vegetation

"Small off-road engines" means any device that utilizes gas-powered, spark ignition engine rated at or below 19 kilowatts (25 horsepower) including but not limited to a leaf blower. Engines in this category are used in lawn and garden equipment as well as other outdoor power equipment and specialty vehicles.

#### **8.05.020 Prohibition of gasoline-powered landscape equipment**

A. Effective July 1, 2024, it shall be unlawful for any person to operate or authorize the operation of, permit, or direct another who engages in the operation of any gasoline-powered leaf blower and string trimmer within the city limits.

B. Effective January 1, 2029, it shall be unlawful for any person to operate or authorize the operation of, permit, or direct another who engages in the operation of any gasoline-powered lawnmower, hedge trimmer and chainsaws.

#### **8.05.030 Noise limits applicable**

Nothing herein shall supersede, alter or in any way affect the City regulations and laws regarding noise limits, including but not limited to those set forth in MPMC Chapter 8.06.040 regarding permitted days and times for the operation of landscape equipment for residents/property owners and commercial gardeners or businesses.

**8.05.040 Violations**

Violations of this Chapter shall be enforced against the owner of the property who used gas powered landscape equipment or has hired, employed or engaged the services of a person or business utilizing gas powered landscape equipment.

Violations of this Chapter shall be considered a nuisance per se and subject to administrative citations pursuant to MPMC Chapter 1.15, and any other available remedies at law or in equity including but not limited to actions or proceedings to abate violations of this Chapter. Such remedies shall be in addition to any other judicial and administrative penalties and remedies available to the city under chapters 1.14 and 1.12 of this code.

**Section 2.** Section 8.06.020 of the MPMC is amended to amend the definition of “powered equipment” as set forth below (additions in underline, deletions in ~~strikethrough~~):

"Powered equipment" means a motorized device powered by electricity or fuel used for construction, demolition and property or landscape maintenance or repairs. Powered equipment includes but is not limited to: electrically powered landscape equipment, lawn mowers, hedgers, parking lot sweepers, saws, sanders, motors, pumps, generators, blowers, wood chippers, vacuums, drills and nail guns (but specifically excluding internal fuel combustion engine leaf blowers).

**Section 3.** MPMC Chapter 8.07 Leaf Blowers is hereby repealed in its entirety.

**Section 4.** Subsection (C) of Section 8.06.040 exceptions of the MPMC is hereby repealed.

**Section 5.** CEQA exemption.

The City Council finds, under Title 14 of the California Code of Regulations, §15061(b)(3), that this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a Project which has the potential for causing a significant effect on the environment. (14 Cal. Code Regs. § 15061(b)(3)). The City Council further finds, under Title 14 of the California Code of Regulations §15308, that this ordinance is exempt from the requirements of CEQA in that it is an action taken for the protection of the environment.

**Section 6.** Severability.

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

**Section 7.** Publication and posting.

In accordance with Government Code §33963 the City Clerk shall cause this ordinance to be published once within fifteen (15) days after its passage and adoption along with the names of those City Councilmembers voting for and against the ordinance in a newspaper of general circulation in the City of Menlo Park.

//

//

//

INTRODUCED on the twenty-seventh day of June, 2023.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

---

Jen Wolosin, Mayor

ATTEST:

---

Judi A. Herren, City Clerk





## STAFF REPORT

**City Council**

**Meeting Date:**

**7/11/2023**

**Staff Report Number:**

**23-169-CC**

**Consent Calendar:**

**Adopt a resolution to approve an electric gardening equipment rebate program**

### Recommendation

Staff recommends that the City Council adopt a resolution to implement an electric gardening equipment rebate program (Attachment A).

### Policy Issues

At this meeting, the City Council will also consider adopting a zero emission landscaping equipment (ZELE) rule. Menlo Park also has a 2030 Climate Action Plan with a goal to be carbon neutral by 2030.

### Background

On June 13 and June 27, the City Council introduced new rules to require the use of zero emission landscaping equipment (ZELE) for five types of handheld gardening equipment, and discussed a potential rebate program for residents, businesses, and gardening professionals to support compliance and transition. The City Council requested modifying the proposed program to include hardship criteria for residents to qualify for the rebate. In April, the Environmental Quality Commission advised the City Council to consider an incentive program to purchase electric gardening equipment.

### Analysis

In November 2022, the state began an electric gardening equipment discount program for small scale gardening businesses. The program budget started at \$27 million, and \$7 million is left. The program is enabling professional gardeners to purchase electric or battery operated equipment at a 70% discount off the retail price. The incentive is not available for residents, non-gardening businesses, or large landscaping businesses with over 100 employees or over \$15 million in average annual gross receipts.

Through outreach conducted by staff for the proposed ZELE rule between June 2022 and April 2023, some residents expressed they would find it financially difficult to purchase electric gardening equipment. Others were concerned that gardeners will still need financial assistance due to the higher cost of electric equipment, batteries, and electrical infrastructure upgrades to support charging equipment.

Staff revised the proposed rebate program in Table 1 based on City Council feedback at the June 13 public meeting.

Table 1: Electric gardening equipment rebate program		
Category	Amount	Start date
Professional gardeners working in Menlo park	Up to \$1,000 for new purchase of electric gardening equipment that includes: leaf blower, hedge trimmer, string trimmer, chainsaw or walk behind lawnmower, includes extra batteries or power management system; rebate can cover up to 100% of the purchase price of equipment, but would not exceed \$1,000 per business/gardener. Must be a licensed small businesses with 100 employees or less with customers in Menlo Park.	Begins after the \$27 million California Clean Off-Road Equipment Voucher Incentive Project funds have been expended for discounted electric gardening equipment
Menlo Park non-gardening businesses	Up to \$250 for newly purchased electric leaf blower. Rebate can cover up to 100% of the purchase price of equipment, but would not exceed \$250 in total per address. Shopping centers are considered one address and requires property owner to apply.	Begins first quarter of 2024
Qualifying Menlo Park residents	Up to \$250 for new purchase of electric gardening equipment that includes: leaf blower, hedge trimmer, string trimmer, chainsaw or walk behind lawnmower. Rebate can cover up to 100% of the purchase price of equipment, but would not exceed \$250 in total per address per year.	Begins first quarter of 2024

Qualifying residents will be eligible for the rebate if they meet any one of the following criteria:

1. Enrolled in government or utility financial assistance program, such as but not limited to the following, CALWorks, SNAP (Supplemental Nutrition Assistance Program), PG&E Care Program, Menlo Park utility discount program.
2. Located in a Menlo Park neighborhood that is disproportionately burdened by multiple sources of pollution with a score above 60 according to California Office of the Environmental Health Hazard Assessment (CalEnviroScreen 4.0 map).
3. Residents over the age of 65.

The City Council could consider extending the rebate program for up to three years. A first year rebate program total of \$35,000 is included in the adopted fiscal year 2023-24 budget. Note: In the long run, equipment costs are expected to decrease due to economies of a scale as a result of the state’s requirement for manufactures to make and sell only electric gardening equipment in California. The resolution (Attachment A) also allows the city manager to make necessary program adjustments, such as lowering (but not increasing) the rebate amount to respond to changing market conditions and updating rebate eligibility verification methods to effectively and efficiently implement the rebate program.

Redwood City and the City of San Mateo offer rebates to gardeners and community members, but do not have rules for using gas-powered gardening equipment. The Town of Atherton will be offering a local rebate program for electric leaf blowers as part of a recent adopted rule, and have budgeted \$25,000. The potential Menlo Park rebate aligns with other cities’ rebate amounts for residents. However, it is higher for professional gardeners due to additional cost considerations to transition, such as an electric panel upgrade, installing dedicated circuits, using smart chargers and purchasing additional batteries.

For professional gardeners, the proposed rebate could cover 20% to 60% of the costs to transition to electric leaf blowers and string trimmers that would be required by July 2024. Cost coverage depends on

other additional items that may be needed to transition (e.g., extra batteries, dedicated circuits, power management system, etc.) It is important to note that many commercial gardeners already have electric leaf blowers due to requirements in other communities. The rebate could motivate gardeners to transition other equipment sooner.

For residents and non-gardening businesses, the rebate would cover 80% to 100% of the cost for electric leaf blowers and string trimmers. String trimmer rebates were not included for non-gardening businesses as they are most likely use professional landscaping services already, but rebate for electric leaf blowers can be helpful as some businesses use it to clean their parking lots.

### **Impact on City Resources**

The City Council appropriated \$35,000 in fiscal year 2023-24 for first year implementation of an electric gardening equipment rebate program.

### **Environmental Review**

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

### **Public Notice**

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

### **Attachments**

A. Resolution to implement an electric gardening equipment rebate program

Report prepared by:  
Rebecca Lucky, Sustainability Manager

**RESOLUTION NO. XXXX**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK TO APPROVE AN ELECTRIC GARDENING EQUIPMENT REBATE PROGRAM**

WHEREAS, the City of Menlo Park, as well as the State of California, have been moving forward in reducing greenhouse gas emissions that contribute to human caused climate change; and

WHEREAS, in 2019, the City Council declared a climate emergency (Resolution No. 6535) and adopted the 2030 Climate Action Plan (CAP) with the goal of making Menlo Park carbon neutral by 2030; and

WHEREAS research by the California Air Resources Board has identified the use of gasoline powered small off-road engines, including leaf blowers, as detrimental to the environment as they emit high levels of air pollutants like oxides of nitrogen and other reactive organic gases; and

WHEREAS, many gasoline powered landscape equipment produce noise exceeding Menlo Park's noise ordinance levels with the average two-stroke backpack leaf blower's ability to emit upwards of 90 decibels that can lead to hearing loss; and

WHEREAS, on June 27, in response to community concerns about gasoline powered leaf blower's negative effects on noise, health and air quality, City Council introduced an ordinance to regulate five types of gas-powered gardening equipment (leaf blowers, string trimmers, lawnmowers, hedge trimmers and chainsaws) for final adoption by the City Council on July 11; and

WHEREAS, the rules to regulate five types of gasoline powered gardening equipment could create a hardship for gardeners, businesses, and community members to transition to electric gardening equipment;

WHEREAS, the City Council acknowledges the potential financial hardships to transition and desires to provide additional support to those most impacted or financially burdened;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MENLO PARK, DOES HEREBY RESOLVE AS FOLLOWS:

The City Council approves an electric gardening equipment rebate program, which program is detailed in Exhibit A, attached hereto and incorporated herein by this reference. The rebate program shall be effective for up to three years from the date of City Council budget approval for such program; and

The City Council authorizes the City Manager to make necessary adjustments to the program to efficiently and effectively implement the program, but would not result in an increase in the total rebate amounts.

//

//

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 eleventh day of July, 2023, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

---

Judi A. Herren, City Clerk

Exhibits:

A. Electric gardening equipment rebate program

Table 1: Electric gardening equipment rebate program		
Category	Amount	Start date
Professional gardeners working in Menlo park	Up to \$1,000 for new purchase of electric gardening equipment that includes: leaf blower, hedge trimmer, string trimmer, chainsaw, or walk behind lawnmower, includes extra batteries or power management system; rebate can cover up to 100% of the purchase price of equipment, but would not exceed \$1,000 per business/gardener. Must be a licensed small businesses with 100 employees or less with customers in Menlo Park.	Begins after the \$27 million California Clean Off-Road Equipment Voucher Incentive Project funds have been expended for discounted electric gardening equipment
Menlo Park non-gardening businesses	Up to \$250 for newly purchased electric leaf blower. Rebate can cover up to 100% of the purchase price of equipment, but would not exceed \$250 in total per address. Shopping centers are considered one address and requires property owner to apply.	Begins first quarter of 2024
Qualifying Menlo Park residents*	Up to \$250 for new purchase of electric gardening equipment that includes: leaf blower, hedge trimmer, string trimmer, chainsaw, or walk behind lawnmower. Rebate can cover up to 100% of the purchase price of equipment, but would not exceed \$250 in total per address per year.	Begins first quarter of 2024

\*Qualifying residents will be eligible for the rebate if they meet any one of the following criteria:

1. Enrolled in government or utility financial assistance program, such as but not limited to the following, CALWorks, SNAP, PG&E Care Program, Menlo Park utility discount program.
2. Located in a Menlo Park neighborhood that is disproportionately burdened by multiple sources of pollution with a score above 60 according to California Office of the Environmental Health Hazard Assessment (CalEnviroScreen 4.0 map).
3. Residents over the age of 65.



**STAFF REPORT**

**City Council**  
**Meeting Date:** 7/11/2023  
**Staff Report Number:** 23-165-CC

**Consent Calendar:** **Authorize the city manager to enter into a contract with David J. Powers & Associates, Inc. to prepare an environmental impact report, traffic impact analysis and housing needs assessment for the proposed 99-unit multi-family residential development project at 3705 Haven Ave. for the amount of \$228,995 and future augments as may be necessary to complete the environmental review, traffic impact analysis, and housing needs assessment for the proposed project**

**Recommendation**

Staff recommends that the City Council authorize the city manager to execute the contract, attached hereto as Attachment A, with David J. Powers, Inc. (David J. Powers) for the amount of \$228,995 and future augments as may be necessary to complete the environmental review, transportation impact analysis (TIA), and housing needs assessment (HNA) for the proposed 99-unit multi-family residential project, located at 3705 Haven Ave., based on the proposed scope and budget (Attachment B).

**Policy Issues**

City Council Resolution No. 6479 authorizes the city manager to execute agreements necessary to conduct City business up to a stated award authority level which adjusts annually based on changes in the construction cost index. The current award authority is \$93,000. While the project applicant is responsible for the full cost of preparing the required environmental impact report (EIR) for a project, and no taxpayer funds are being used for said purpose, the City Council retains discretion for all agreements exceeding the award authority delegated to the city manager.

The Planning Commission will be the acting body for the project entitlements (e.g., architectural control, use permit) and environmental review (in the form of an EIR) for the proposed project. The Planning Commission will ultimately need to consider the adequacy of the environmental review and the merits of the proposed project, including the request for bonus level development and the associated community amenities provided through the proposed project. Authorizing the city manager to enter into a contract with David J. Powers would allow the City to conduct the environmental review, the TIA and the HNA for the project proposal. A separate fiscal impact analysis (FIA) which would likely not exceed \$93,000 and could be authorized under the city manager's authority, will be prepared to provide the public and City Council with information related to the fiscal impacts of the project. Approval of the environmental review contract does not imply an endorsement of a project, but rather initiates the process to identify potential environmental impacts of the project for consideration during entitlement review. The policy implications of the project proposal are considered on a case-by-case basis, and will be informed by additional analysis as the project review proceeds.

## **Background**

On May 6, 2022, 3705 Haven, LLC (Project Applicant) submitted a preliminary application under the provisions of Senate Bill 330 (SB 330), the Housing Crisis Act of 2019. SB 330 establishes a two-step process by which the applicant can “lock in” applicable fees and development regulations by submitting a preliminary application and then have up to 180 days to submit a complete development permit application including, but not limited to, all the required materials necessary to process the permit after the preliminary application.

On Sept. 12, 2022, the City received a development application for a use permit, architectural control, heritage tree removal permits, below market rate (BMR) housing agreement and environmental review for the proposed 99-unit, eight-story residential development in the R-MU-B (Residential Mixed Use - Bonus) zoning district, at 3705 Haven Ave. Staff reviewed the development application for compliance with the City’s SB 330 Housing Project Application Checklist and determined Oct. 12, 2022 that the development application was not complete and outlined missing items. On Nov. 28, 2022 the City received a resubmittal of the development application, which occurred within the 90-day response period to complete the development application under SB 330. Staff reviewed the information submitted and determined that the submittal was complete for purposes of SB 330. The submitted documents and plan set were not reviewed for code compliance at that time.

City staff is currently evaluating the proposed project for consistency with the general plan and the zoning ordinance. If consistent, the project would move forward and City decision-makers can hold up to five hearings to consider the project. Consideration of the EIR contract does not count as one of the five hearings under SB 330.

### Site location

The project site is a 0.66-acre, R-MU-B (Residential Mixed Use - Bonus) zoned parcel located in the Bayfront area of Menlo Park, at 3705 Haven Ave. The project is located to the north and west of Haven Avenue at a bend in the road where Haven Avenue transitions from an east-west to a north-south orientation. The parcels to the west of the project site are developed with multi-family residential uses and are located in the R-4-S (AHO) (High Density Residential, Special – Affordable Housing Overlay) zoning district. The adjacent parcel to the north contains a two-story building with professional office uses and the parcel to its north is the site of a recently approved 163-room hotel (Moxy). Both of these parcels are zoned O-B (Office, Bonus). The parcels the south of the project site, across Haven Avenue, are located in the City of Redwood City. A location map is included as Attachment C.

### Proposed project

The applicant proposes to demolish the existing one-story, approximately 10,355-square-foot commercial building and construct a new 99-unit, eight-story apartment development. The applicant is proposing to develop the project using the City’s bonus level development allowance (increase in height, density and intensity) in exchange for community amenities, although specific amenities have not been selected by the applicant. The proposed project will go through an appraisal process to determine the value of the required community amenities. The type and value of the proposed community amenities will also be evaluated through the process.

The applicant is proposing to provide 10 of the 99 residential units at BMR to very-low income households. (The ten-unit requirement is 15% of the maximum 66 units permitted by the city’s zoning ordinance before accounting for density bonuses.) The provision of these BMR units allows the applicant to also utilize State density bonus allowances. Under these allowances, the applicant is requesting an increased floor area ratio



(FAR) and a 50% increase to the maximum density permitted under the Zoning Ordinance bonus level. Table 1 below provides information on these requests.

Table 1: Project data			
	Existing development	Zoning ordinance bonus level (maximums)	Proposed project with state density bonus
FAR/gross floor area	36% (10,362 sf)	225% (64,818 sf)	531% (153,057 sf)
Residential units	0	66 units (100 d/u per acre)	99 units (150 d/u per acre)

The applicant is also requesting an increase in height from the 62.5 height allowed under the Zoning Ordinance to 85.5 feet under State density bonus allowances.

The project would provide 99 parking spaces or one space per unit. The parking would be provided on the first two floors. The ground floor would also include the leasing office and space for resident amenities. In addition to parking, the second floor would include some apartments, although most apartments are proposed on the third through eighth floors. A courtyard with a swimming pool is proposed on the third floor and roof decks are proposed on the fifth and eighth floors. Additional information on the proposed project, including the project plans, is available on the city-maintained project page (Attachment D).

Environmental review process overview

One of the purposes of the California Environmental Quality Act (CEQA) is to inform decision makers and the public about the potential significant environmental effects of a proposed project. For purposes of CEQA, the environment includes the physical conditions within the area that could be affected by a proposed project, such as land, air, water, plants and animals, noise, and objects of historic or aesthetic significance. An EIR must be prepared whenever it is established that a proposed project may have a significant effect on the environment. The EIR will not only provide information about potentially significant environmental impacts, but also identify ways in which the significant effects of the proposed project might be minimized and identify alternatives to the proposed project. The main substantive components of an EIR are as follows:

- The project description, which discloses the activity that is proposed for approval;
- Discussion and analysis of significant environmental effects of the proposed project, including cumulative impacts and growth-inducing impacts;
- Discussion of ways to mitigate or avoid the proposed project’s significant environmental impacts; and
- Discussion of alternatives to the project as proposed.

Following City Council approval of the EIR consultant contract, the City will issue a notice of preparation (NOP), which signifies to public agencies and the public that the City plans to prepare an EIR for the proposed project. The notice is designed to seek comments from interested agencies and members of the public on the scope and content of the EIR.

The release of the NOP begins the process for agency and early public consultation, which is referred to as the “scoping” process. The scoping process is designed to enable the City to determine the scope and contents of the EIR at an early stage, including identifying possible issues to be studied, topic areas that do not warrant additional study based on specifics of the proposed project, and possible alternatives and mitigation measures to be analyzed and considered in the EIR. As part of the scoping process, the Planning Commission would hold a public meeting or scoping session for the EIR for the proposed project. The

scoping session is an opportunity for the Planning Commission and public to provide comments on the scope and content in the EIR. Oral comments received during the scoping session and written comments received during the NOP comment period on the scope and content of the environmental review will be considered while preparing the draft EIR.

Following review of the comments received during the scoping process, a draft EIR would be prepared and processed in accordance with CEQA and the CEQA Guidelines in effect at the time of the release of the NOP. Upon release of the draft EIR, there is an opportunity for agencies and the public to comment on the analysis in the draft EIR. The comments received during the draft EIR review period are considered and responded to in the final EIR, which also is released for public review. The City Council, as the final decision-making body for the proposed project, will review and determine if the EIR can be certified as compliant with CEQA's legal requirements. Certification of the EIR as legally compliant with CEQA requirements must be completed before action on the proposed project and does not indicate approval of the project. In addition to the EIR process, concurrently, the City's consultants will be working to prepare an HNA and a FIA which will be reviewed by the Planning Commission before final action on the proposed project.

#### *Project-specific EIR requirements*

The proposed project, combined with the other residential and mixed-use projects in the Bayfront Area, is within the maximum amount of new residential development potential identified in the land use element of the general plan. The land use element identifies the potential for 4,500 net new residential units in the Bayfront Area. This project in combination with all previously submitted and/or approved projects since ConnectMenlo was adopted in 2016 totals 3,356 residential units. Therefore, the proposed project does not require a general plan amendment.

The proposed project, however, exceeds the number of unrestricted residential units analyzed in the ConnectMenlo EIR. The ConnectMenlo EIR studied 3,150 housing units (remaining development potential plus net new units) in the Bayfront Area, and an additional 1,500 corporate housing units specific to the Meta East Campus site. Corporate housing units were anticipated to be dormitory style units with restricted occupancy and were analyzed differently than unrestricted residential units. Therefore, in total ConnectMenlo EIR analyzed the potential environmental impact of 3,150 residential units in the Bayfront Area. This proposed project, in combination with other proposed or approved projects, exceeds the 3,150 residential units studied in the ConnectMenlo EIR by 206 units and therefore requires an EIR. The first project to file a development application that would exceed the 3,150-unit limit was 123 Independence, which would exceed the number of units already studied by 107 units. A summary of the housing unit development potential evaluated in the ConnectMenlo EIR and general plan as well as the number of units currently being studied for previously submitted/approved Bayfront projects is provided in Table 2 below.

Table 2: Housing unit potential and proposed/approved projects in the Bayfront Area	
Category	Number of unrestricted residential units
<b>Total studied in ConnectMenlo EIR</b>	<b>3,150</b>
Proposed or approved other Bayfront projects	3,257
Proposed for 3705 Haven	99
<b>Total proposed or approved in Bayfront</b>	<b>3,356</b>
Remaining potential units studied in ConnectMenlo EIR	(206)

As a result of exceeding the 3,150 housing units studied in the ConnectMenlo EIR, the project EIR will tier from the ConnectMenlo EIR and that EIR’s conclusions, but the project EIR would need to evaluate all applicable EIR topic areas under CEQA that are affected by the inclusion of additional housing units in the Bayfront. Since the project level EIR would evaluate all applicable EIR topic areas, including transportation and population and housing, the project EIR would comply with the settlement agreement between the City of Menlo Park and City of East Palo Alto. Further, the scope includes the preparation of a project-specific HNA to inform the population and housing topic area as well as to provide decision makers with additional information regarding the project’s potential impacts on housing.

The project level TIA will evaluate the vehicle miles traveled (VMT) associated with the project for consistency with local VMT thresholds. While the environmental analysis will utilize the VMT standards to assess potential transportation impacts and potential mitigation measures under CEQA, the TIA will also analyze level of service (LOS) in accordance with the City’s TIA guidelines. Analyzing LOS provides City decision makers with information regarding vehicle delay impacts and whether the proposed project complies with the applicable general plan goals, policies and programs. While the City cannot impose mitigation measures to address LOS through the EIR, it can impose conditions through the entitlement process to ensure the project complies with the general plan.

**Analysis**

As part of the environmental review consultant selection process, staff typically requests proposals from multiple environmental consulting firms. For the proposed project, staff emailed the RFP to 10 firms and the RFP was released through planet bids, allowing notification of additional firms.

Staff received responsive bids including scopes and budgets from David J. Powers (Attachment B) and Dudek (Attachment E). A brief comparison of the scopes received is provided in Table 3 below, and a corrected cost estimate from Dudek is included as Attachment F.

Table 3: Comparison of environmental review scopes and budgets			
Firm	Sub consultants	Experience/other key factors	Project total cost
Dudek	BAE Urban Economics Inc. (HNA)	Experience with similar project in Menlo Park and other jurisdictions	\$281,358 (including \$5,100 for an optional operational Health Risk Assessment (HRA) and \$3,800 for optional intersection counts)
	Traffic modeling consultant to modify and run the Menlo Park City Travel Demand Model ( <i>final sub-consultant selection subject to City approval</i> )	Less cost efficient, but schedule is nine weeks faster  Less reliance on sub-consultants	
David J. Powers	Archaeological/Historical Consultants (Literature Search, Sacred Lands File Search, and Archaeological Sensitivity Assessment)	Experience with similar projects in other jurisdictions	\$228,995 (including \$5,730 for an optional Historic Resources Study)
	Cornerstone Earth Group (Phase I ESA)		
	Illingworth & Rodkin, Inc. (Air Quality, GHG and Noise Assessments)	Most cost efficient, but schedule includes an additional nine weeks  Strong team of sub-consultants	
	Keyser Marston Associates, Inc. (HNA)		
	Kittelson & Associates, Inc. (TIA and peer review of applicant's TDM)		

City staff evaluated both scopes and reviewed them with the applicant team, who is responsible for the full cost of the preparation of the required environmental analyses. Staff believes that each consultant has the necessary experience to complete the EIR for the project and welcomes future proposals from both firms.

The applicant has expressed a preference for Dudek due to their proposed schedule and large in-house team requiring fewer sub-consultants. In this case, staff recommends that the City Council select David J. Powers for the environmental review contract for the following reasons:

- Extensive experience preparing CEQA documents for cities throughout the Bay Area and California;
- Would diversify the number of environmental firms currently working on EIRs for projects and other studies and plans throughout the city; and
- Has selected a strong team of sub-consultants.

Dudek is currently preparing EIRs for two bonus level development projects in the Bayfront Area (a 432 residential unit project at 123 Independence Dr. and an approximately 228,000-square-foot life sciences project at 1005 O'Brien Dr.). Dudek has prepared comprehensive, thorough, and thoughtful analyses of the two projects and staff values its working relationship with Dudek. Staff appreciates Dudek's participation in this RFP process; however, staff believes that selecting David J. Powers would provide additional perspectives and be beneficial to the EIR process in Menlo Park.

As part of the initial stages of the environmental and entitlement analysis, it may be determined that

additional technical analyses are required; therefore, staff is recommending that the City Council provide the city manager the authority to approve future contract augmentations, if needed.

### Next steps

Following authorization of the contract for the environmental analysis, the City's consultant would begin the environmental analysis and prepare a NOP for the EIR.

### **Impact on City Resources**

The applicant is required to pay all planning, building and public works permit fees, based on the City's master fee schedule, to fully cover the cost of staff time spent on the review of the project. The applicant is also required to bear the cost of the environmental review. For the environmental review and other supporting studies required by the City, the applicant deposits money with the City and the City pays the consultants. Notwithstanding, the scope and content of the EIR is determined by the City in its sole discretion and the City is the final decision maker on the adequacy of the document.

### **Environmental Review**

An EIR will be prepared for the proposed project evaluating all applicable topic areas required under CEQA. As described above, the EIR will analyze the potential environmental impacts of the proposed project.

### **Public Notice**

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

### **Attachments**

- A. Consultant services contract with David J. Powers
- B. Environmental review scope and budget proposal from David J. Powers
- C. Location map
- D. Hyperlink –Project page: [menlopark.gov/Government/Departments/Community-Development/Projects/Under-review/3705-Haven-Ave](https://menlopark.gov/Government/Departments/Community-Development/Projects/Under-review/3705-Haven-Ave)
- E. Environmental review scope and budget proposal from Dudek
- F. Corrected cost estimate from Dudek

Report prepared by:  
Fahteen Khan, Associate Planner

Report reviewed by:  
Corinna Sandmeier, Principal Planner  
Kyle Perata, Planning Manager

**CONSULTANT AGREEMENT**

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



<b>Agreement #:</b>
<b>AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND DAVID J. POWERS &amp; ASSOCIATES, INC.</b>
THIS AGREEMENT made and entered into at Menlo Park, California, this _____, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and DAVID J. POWERS & ASSOCIATES, INC., hereinafter referred to as "FIRST PARTY."
<p>WITNESSETH:</p> <p>WHEREAS, 3705 Haven LLC, proposes to construct a new eight-story, ninety-nine-unit residential apartment building in the residential mixed-use bonus (R-MU-B) zoning district in accordance with SB330 and state density bonus. The proposal includes a request for an increase in height, density and FAR under the bonus level development allowance in exchange for community amenities (collectively, the "Project"), and</p> <p>WHEREAS, the City has determined that under the California Environmental Quality Act and its applicable guidelines the Project requires the preparation of an Environmental Impact Report, hereinafter referred to as the "EIR"; and</p> <p>WHEREAS, FIRST PARTY is licensed to perform said services and desires to and does hereby undertake to perform said services.</p> <p>NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND CONDITIONS of each of the parties hereto, it is hereby agreed as follows:</p>
<b>1. SCOPE OF WORK</b>
In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the services as set forth in Exhibit "A," Scope of Services.
<b>2. SCHEDULE FOR WORK</b>
<p>FIRST PARTY's proposed schedule for the various services required pursuant to this agreement will be as set forth in Exhibit "A," Scope of Services. CITY will be kept informed as to the progress of work by written reports, to be submitted monthly or as otherwise required in Exhibit "A." Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other, or the other's employees and agents.</p> <p>FIRST PARTY shall commence work immediately upon receipt of a written "Notice to Proceed" from CITY. The "Notice to Proceed" date shall be considered the "effective date" of the agreement, as used herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver to CITY all project related files, records, and materials within one month after receipt of final payment and completion of all of FIRST PARTY's activities required under this agreement.</p>

### 3. PROSECUTION OF WORK

FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will complete the work in accordance with the schedule of work approved by the CITY. (See Exhibit "A," Scope of Services).

### 4. COMPENSATION AND PAYMENT

- A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed \$228,995 as described in Exhibit "A," Scope of Services. All payments shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.
- B. FIRST PARTY's fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.
- C. Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, the FIRST PARTY shall submit a statement describing the services performed to CITY. This statement shall include, at a minimum, the project title, agreement number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.
- D. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY's relevant records pertaining to the charges.

### 5. EQUAL EMPLOYMENT OPPORTUNITY

- A. FIRST PARTY, with regard to the work performed by it under this agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap, marital status or age in the retention of sub-consultants, including procurement of materials and leases of equipment.
- B. FIRST PARTY shall take affirmative action to insure that employees and applicants for employment are treated without regard to their race, color, religion, sex, national origin, marital status or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship.
- C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status or handicap.
- E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.
- F. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY's agreement with all sub-consultants.

## 6. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST

- A. FIRST PARTY shall not assign this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however, that claims for money due or to become due to the FIRST PARTY from the CITY under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.
- B. In the event there is a change of more than 30 percent of the stock ownership or ownership in FIRST PARTY from the date of this agreement is executed, then CITY shall be notified before the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this agreement upon notice to FIRST PARTY. In the event CITY is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that CITY has terminated this agreement.

## 7. INDEPENDENT WORK CONTROL

It is expressly agreed that in the performance of the service necessary for compliance with this agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY's services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

## 8. CONSULTANT QUALIFICATIONS

It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling necessary to perform the work agreed to be done by it under this agreement and CITY relies upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the profession. The acceptance of FIRST PARTY's work by CITY does not operate as a release of FIRST PARTY from said understanding. FIRST PARTY will perform the services with the level of skill and care ordinarily exercised by members of the same profession operating under similar circumstances.

## 9. NOTICES

All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service. Notices required to be given to CITY shall be addressed as follows:

Fahteen Khan  
 Community Development  
 City of Menlo Park  
 701 Laurel St.  
 Menlo Park, CA 94025  
 650-330-6726  
 fnkhan@menlopark.gov

Notices required to be given to FIRST PARTY shall be addressed as follows:

Kristy Weis, Vice President & Principal Project Manager  
 David J. Powers & Associates, Inc.  
 1871 The Alameda, Suite 200  
 San Jose, CA 95126  
 408-454-3428  
 kweis@davidjpowers.com



Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.

**10. HOLD HARMLESS**

The FIRST PARTY shall defend, indemnify and hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants from all claims, suits or actions that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the FIRST PARTY brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work required by this agreement by FIRST PARTY, its officers, agents, employees and servants. Nothing herein shall be construed to require the FIRST PARTY to defend, indemnify or hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants against any responsibility to liability in contravention of Section 2782.8 of the California Civil Code. [RIDER 10: Notwithstanding the foregoing, with respect to any professional liability claim or lawsuit, this indemnity does not include providing the primary defense of CITY, provided, however, FIRST PARTY shall be responsible for CITY's defense costs to the extent such costs are incurred as a result of FIRST PARTY's negligence, recklessness or willful misconduct.]

## 11. INSURANCE

- A. FIRST PARTY shall not commence work under this agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City, with certificates of insurance evidencing the required coverage.
- B. There shall be a contractual liability endorsement extending the FIRST PARTY's coverage to include the contractual liability assumed by the FIRST PARTY pursuant to this agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the CITY, at the address shown in Section 9, of any pending cancellation of the policy. FIRST PARTY shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.
1. Workers' compensation and employer's liability insurance:  
The FIRST PARTY shall have in effect during the entire life of this agreement workers' compensation and Employer's Liability Insurance providing full statutory coverage. In signing this agreement, the FIRST PARTY makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this agreement" (not required if the FIRST PARTY is a Sole Proprietor).
  2. Liability insurance:  
The FIRST PARTY shall take out and maintain during the life of this agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the FIRST PARTY's operations under this agreement, whether such operations be by FIRST PARTY or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) in aggregate, or one million dollars (\$1,000,000) combined single limit bodily injury and property damage for each occurrence. FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this agreement in an amount of not less than one million dollars (\$1,000,000) for each accident combined single limit or not less than one million dollars (\$1,000,000) for any one (1) person, and one million dollars (\$1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, (\$300,000) property damage.
  3. Professional liability insurance:  
FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this agreement, in the amount of not less than one million dollars (\$1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.
- C. CITY and its subsidiary agencies, and their officers, agents, employees and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the Professional Liability and workers' compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.
- D. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this agreement to the contrary, immediately declare a material breach of this agreement and suspend all further work pursuant to this agreement.
- E. Before the execution of this agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.

## 12. PAYMENT OF PERMITS/LICENSES

Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, before commencement of said work/services or forfeit any right to compensation under this agreement.

## 13. RESPONSIBILITY AND LIABILITY FOR SUB-CONSULTANTS AND/OR SUBCONTRACTORS

Approval of or by CITY shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its sub-consultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, specifications or other documents prepared by FIRST PARTY or its sub-consultants and/or subcontractors.

## 14. OWNERSHIP OF WORK PRODUCT

Work products of FIRST PARTY for this project, which are delivered under this agreement or which are developed, produced and paid for under this agreement, shall become the property of CITY. The reuse of FIRST PARTY's work products by City for purposes other than intended by this agreement shall be at no risk to FIRST PARTY.

## 15. REPRESENTATION OF WORK

Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit "A" or as otherwise specified in Exhibit "A."

## 16. TERMINATION OF AGREEMENT

- A. CITY may give thirty (30) days written notice to FIRST PARTY, terminating this agreement in whole or in part at any time, either for CITY's convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY's change of its assigned personnel on the project without prior CITY approval. Upon receipt of such notice, FIRST PARTY shall:
1. Immediately discontinue all services affected (unless the notice directs otherwise); and
  2. Deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this agreement, whether completed or in process.
- B. If termination is for the convenience of CITY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- C. If the termination is due to the failure of FIRST PARTY to fulfill its agreement, CITY may take over the work and prosecute the same to completion by agreement or otherwise. In such case, FIRST PARTY shall be liable to CITY for any reasonable additional cost occasioned to the CITY thereby.
- D. If, after notice of termination for failure to fulfill agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this Section.
- E. The rights and remedies of the CITY provided in this Section are in addition to any other rights and remedies provided by law or under this agreement.
- F. Subject to the foregoing provisions, the CITY shall pay FIRST PARTY for services performed and expenses incurred through the termination date.

**17. INSPECTION OF WORK**

It is FIRST PARTY's obligation to make the work product available for CITY's inspections and periodic reviews upon request by CITY.

**18. COMPLIANCE WITH LAWS**

It shall be the responsibility of FIRST PARTY to comply with all State and Federal Laws applicable to the work and services provided pursuant to this agreement, including but not limited to compliance with prevailing wage laws, if applicable.

**19. BREACH OF AGREEMENT**

- A. This agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this agreement, shall constitute a breach of this agreement and may be cause for termination at the election of the CITY.
- B. The CITY reserves the right to waive any and all breaches of this agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of agreement.

**20. SEVERABILITY**

The provisions of this agreement are severable. If any portion of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

**21. CAPTIONS**

The captions of this agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this agreement.

**22. LITIGATION OR ARBITRATION**

In the event that suit or arbitration is brought to enforce the terms of this agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees. The Dispute Resolution provisions are set forth on Exhibit "B," 'Dispute Resolution' attached hereto and by this reference incorporated herein.

**23. RETENTION OF RECORDS**

Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and /or audit of the City, a federal agency, and the state of California.

**24. TERM OF AGREEMENT**

This agreement shall remain in effect for the period of July 11, 2023 through December 12, 2024 unless extended, amended, or terminated in writing by CITY.

**25. ENTIRE AGREEMENT**

This document constitutes the sole agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document's date. Any prior agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties to this agreement.

**26. STATEMENT OF ECONOMIC INTEREST**

Consultants, as defined by Section 18701 of the Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations, are required to file a Statement of Economic Interests with 30 days of approval of a contract services agreement with the City of its subdivisions, on an annual basis thereafter during the term of the contract, and within 30 days of completion of the contract.

Based upon review of the Consultant's Scope of Work and determination by the City Manager, it is determined that Consultant IS NOT required to file a Statement of Economic Interest. A statement of Economic Interest shall be filed with the City Clerk's office no later than 30 days after the execution of the agreement.

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

**FOR FIRST PARTY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Tax ID#

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Nira F. Doherty, City Attorney

\_\_\_\_\_  
Date

**FOR CITY OF MENLO PARK:**

\_\_\_\_\_  
Justin I.C. Murphy, Interim City Manager

\_\_\_\_\_  
Date

**ATTEST:**

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

\_\_\_\_\_  
Date

**EXHIBIT "A" – SCOPE OF SERVICES**

**A1. SCOPE OF WORK**

FIRST PARTY agrees to provide consultant services for CITY's Community Development Department. In the event of any discrepancy between any of the terms of the FIRST PARTY's proposal and those of this agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:

Provide general consultant services for projects as determined by the CITY. The detailed scope of work for each task the CITY assigns the consultant shall be referred to as Exhibit A -1, which will become part of this agreement. A notice to proceed will be issued separately for each separate scope of work agreed to between the CITY and FIRST PARTY.

FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and CITY's satisfaction.

**A2. COMPENSATION**

CITY hereby agrees to pay FIRST PARTY at the rates to be negotiated between FIRST PARTY and CITY as detailed in Exhibit A-1. The actual charges shall be based upon (a) FIRST PARTY's standard hourly rate for various classifications of personnel; (b) all fees, salaries and expenses to be paid to engineers, consultants, independent contractors, or agents employed by FIRST PARTY; and shall (c) include reimbursement for mileage, courier and plan reproduction. The total fee for each separate Scope of Work agreed to between the CITY and FIRST PARTY shall not exceed the amount shown in Exhibit A-1.

FIRST PARTY shall be paid within thirty (30) days after approval of billing for work completed and approved by the CITY. Invoices shall be submitted containing all information contained in Section A5 below. In no event shall FIRST PARTY be entitled to compensation for extra work unless an approved change order, or other written authorization describing the extra work and payment terms, has been executed by CITY before the commencement of the work.

**A3. SCHEDULE OF WORK**

FIRST PARTY'S proposed schedule for the various services required will be set forth in Exhibit A-1.

**A4. CHANGES IN WORK -- EXTRA WORK**

In addition to services described in Section A1, the parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional services including but not limited to:

- Change in the services because of changes in scope of the work.
- Additional tasks not specified herein as required by the CITY.

The CITY and FIRST PARTY shall agree in writing to any changes in compensation and/or changes in FIRST PARTY's services before the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the Assistant Community Development Director.

**A5. BILLINGS**

FIRST PARTY's bills shall include the following information: A brief description of services performed, project title and the agreement number; the date the services were performed; the number of hours spent and by whom; the current contract amount; the current invoice amount;

Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section A2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this agreement shall be incurred at the FIRST PARTY's discretion. Such expenses shall be FIRST PARTY's sole financial responsibility.

**EXHIBIT "B" - DISPUTE RESOLUTION**

- B1.0** All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:
- B2.0 Mediation**
- B2.1** The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph B3.1.
- B3.0 Arbitration**
- B3.1** Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph B2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Judicial Arbitration & Mediation Services/Endispute, Inc. ("JAMS") rules as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the agreement.
- B3.2** The provisions of the Judicial Arbitration & Mediation Services/Endispute, Inc. ("JAMS") rules shall apply and govern such arbitration, subject, however to the following:
- B3.3** Any demand for arbitration shall be writing and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.
- B3.4** The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years' experience in construction litigation.
- B3.5** All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties.
- B3.6** The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.
- B3.7** Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.
- B3.8** The prevailing party shall be awarded reasonable attorneys' fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.
- B3.9** Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.
- B3.10** The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.



# Proposal

Prepared for



City of Menlo Park  
Community Development  
Department

701 Laurel Street  
Menlo Park, CA 94025

## Proposal for Environmental Impact Report preparation and Environmental Consultant Services for the **3705 Haven Avenue Residential Project**

Prepared by



### DAVID J. POWERS

& ASSOCIATES, INC.  
ENVIRONMENTAL CONSULTANTS & PLANNERS

**June 2023**



1. Cover Letter and Team Qualifications.....	1
2. Project Team .....	4
Organizational Chart.....	4
Team Member Qualifications and Resumes .....	5
3. General Approach and Work Plan.....	24
General Approach .....	24
Work Plan .....	25
4. Project Schedule and Milestones.....	34
5. Rate Schedule and Estimated Cost .....	36
Rate Schedule .....	36
Estimated Cost.....	40
6. Necessary Program Components.....	41
7. References.....	42
8. Examples of Recently Completed EIRs .....	46
9. Conflicts of Interest.....	48
10. Insurance Coverage.....	49
11. Diversity, Inclusion, and Equity Statement .....	51
12. City’s Standard Professional Services Agreement .....	52

### Attachments:

- EIR Example 1: Gateway Crossings Project
- EIR Example 2: Meridian Apartments Project
- EIR Example 3: North Bayshore Master Plan
- EIR Example 4: Winchester Ranch Residential Project



## 1. Cover Letter and Team Qualifications

June 22, 2023

Fahteen Khan, Associate Planner  
City of Menlo Park, Community Development  
701 Laurel Street  
Menlo Park, CA 94025

Sent via email to: [FNKhan@menlopark.gov](mailto:FNKhan@menlopark.gov)

**RE: Request for Proposal - 3705 Haven Avenue Residential Project**

Dear Fahteen Khan:

David J. Powers & Associates, Inc. (DJP&A) is pleased to provide this proposal in response to the City of Menlo Park's request for services to prepare an Environmental Impact Report (EIR) for the 3705 Haven Avenue Residential project. For over 50 years, DJP&A has provided professional consulting services to public agencies in all areas of environmental planning. DJP&A will be the prime environmental consultant for this project with select subconsultants on our team to complete the necessary technical studies and peer review(s). Our statement of availability and commitment and brief firm qualifications for ourselves and our subconsultants are provided below.

### Statement of Availability and Commitment

The DJP&A team is available and committed to providing the requested services to the City of Menlo Park for the 3705 Haven Avenue Residential project. DJP&A and our subconsultants have the availability and staff to complete the necessary work and deliver quality environmental review, as well as provide superior service to the City.

The work awarded by the City will be completed at our office located in San José, California. DJP&A's dedicated Project Manager and Principal for this project are Fiona Phung and Kristy Weis, respectively. The qualifications for Ms. Phung and Ms. Weis, as well as our practices for returning calls and meeting deadlines, are detailed in Section 2. Project Team and Section 3. General Approach and Work Plan.

### DJP&A Qualifications

DJP&A provides focused leadership and organizational structure to deliver the highest quality, cost-effective and timely environmental review. Through the cumulative experience of our principals and professional staff, DJP&A staff possesses a knowledge base of California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) that provides our clients with objective and thorough research, analysis, and service. Our goal is to create a comprehensive environmental

document that not only helps decision makers make effective policy, but also helps members of the public understand the environmental review process and environmental issues pertinent to a proposed project. We are known for preparing clear, easy to understand documents that are legally defensible and useful to decision makers and the public.

### **Subconsultants Qualifications**

Brief firm qualifications for our subconsultants are provided below.

- **Archaeological/Historical Consultants (A/HC)**, founded in 1976, provides archaeological, historical, and architectural history studies; archaeological testing, monitoring, and data recovery excavations; public interpretation; design and implementation of mitigation plans; and forensic historical research in support of environmental cleanup litigation services. A/HC has a strong record of public agency collaboration both as direct clients and as part of teams led by prime consultants.
- **Cornerstone Earth Group (Cornerstone)**, founded in 2007, integrates environmental consulting, geotechnical engineering, engineering geology, and construction services into a single, client-focused team to facilitate cost-effective site selection, project design, and site development. Cornerstone's expertise allows them to develop creative but practical solutions to meet project requirements. With over 200 years of combined Principal experience, Cornerstone has the technical capabilities and construction and remediation expertise that allows them to develop creative and practical solutions.
- **Illingworth & Rodkin, Inc. (I&R)** has provided air quality and noise consulting services for over 5,000 projects since 1987. I&R's goal is to provide clients with the benefit of their expertise and experience with an emphasis on objective and thorough analyses of issues, timeliness, teamwork, and practical solutions.
- **Keyser Marston Associates, Inc. (KMA)** has served over 600 clients on more than 2,000 projects, including some of the most high-profile public/private partnerships in California since 1973. KMA's public sector clients include nearly every major municipality in California, as well as counties, ports, special districts, universities, and former military bases. Now in their 50<sup>th</sup> year, KMA has held the same commitment to clients: to provide creative pragmatic solutions to complex urban development.
- **Kittelson & Associates, Inc. (KAI)** has provided transportation engineering, planning, and research services to public agencies and private organizations since 1985. With over 30 years of project experience in California, KAI brings a demonstrated understanding of transportation and circulation requirements, travel demand modeling, and regional knowledge.

At DJP&A, we truly believe *Quality Environmental Review Makes a Difference*. The quality of our environmental review documents has always been the focus of the firm and DJP&A has a proven track record of delivering projects in a timely and cost-effective manner.

Please feel free to contact me or our Project Manager, Fiona Phung (email: [fphung@davidjpowers.com](mailto:fphung@davidjpowers.com), direct: 408-454-3427), if you have any questions regarding our proposal. Thank you for your consideration, we are excited for the opportunity to work with the City of Menlo Park.

Sincerely,

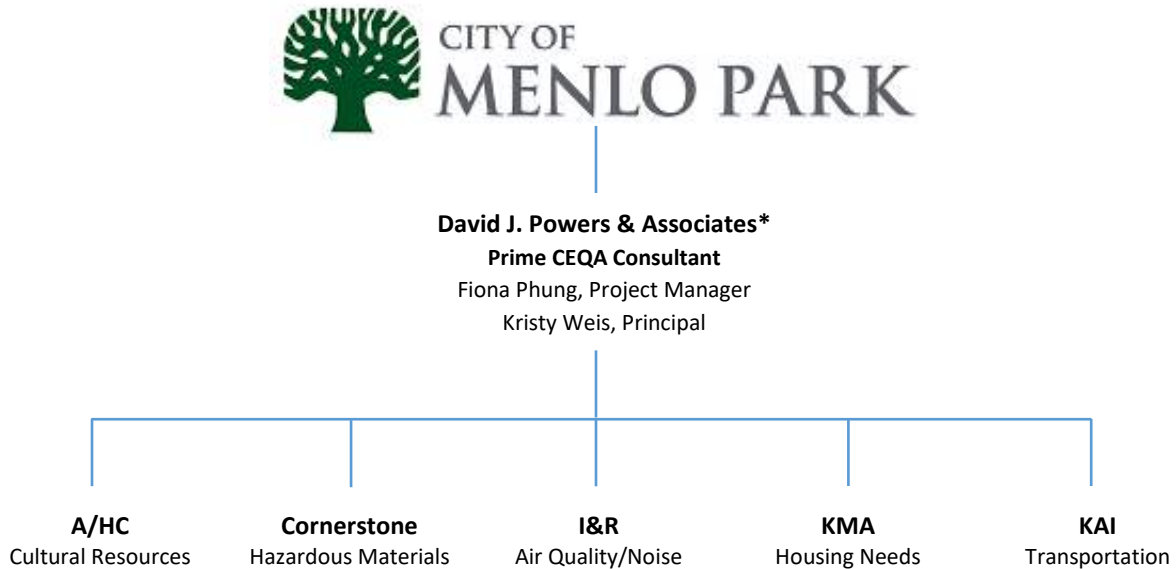
Kristy L. Weis  
Vice President & Principal Project Manager  
1871 The Alameda, Suite 200  
San José, CA 95126  
Direct: (408) 454-3428  
[kweis@davidjpowers.com](mailto:kweis@davidjpowers.com)



## 2. Project Team

### Organizational Chart

The following organizational chart includes the firm names and DJP&A key staff who will be leading the project team. Qualifications and resumes of key project team members who will directly participate in the project are provided on the following pages.



\*DJP&A staff includes three additional Principals, eight additional Project Managers, and three Associate Project Managers that can assist Ms. Phung and Ms. Weis as needed to ensure commitments to the City are met.

## Team Member Qualifications and Resumes

### David J. Powers & Associates, Inc.

DJP&A will be the prime environmental consultant for the project. The key DJP&A staff for this project are Ms. Phung and Ms. Weis. Their brief qualifications, as well as their resumes, are provided below. Additional support staff, including Associate Project Managers and Graphic Artist, will assist as needed.



**Fiona Phung** is a Project Manager for the company with experience in managing a wide variety of projects, including residential, mixed-use, and office developments. Ms. Phung has recently prepared the environmental review for the Related Tasman East Parcel 4 Memorandum in Santa Clara, 3378-3386 El Camino Real Residential Initial Study/Mitigated Negative Declaration (MND) in Santa Clara, 1881 West San Carlos EIR in San José, and Icon-Echo Mixed-Use

Supplemental EIR in San José.

As Project Manager, Ms. Phung would act as the primary point of contact for the project and be responsible for management of subconsultants. Ms. Phung would also be responsible for the preparation of all documents while ensuring that the project remains on schedule and within budget.



**Kristy Weis** is a Vice President and Principal Project Manager with over 19 years of experience in planning and preparing environmental documents for both private and public sector projects. As a Principal Project Manager, Ms. Weis provides management and oversight in the preparation of environmental documents by others, ensuring defensibility and consistency.

Recent projects Ms. Weis has served as Principal Project Manager for include the Escuela Mixed-Use Initial Study/MND in Mountain View, 330 Distel Circle Affordable Residential Initial Study and Environmental Assessment (EA), and the Catalina Residential Development Initial Study/MND in Santa Clara.

As Principal Project Manager, Ms. Weis would support Ms. Phung and provide management and oversight in the preparation of the EIR to ensure defensibility and consistency.

# Fiona Phung

## Project Manager

Office: (408) 454-3427  
Email: FPhung@davidjpowers.com



1871 The Alameda, Suite 200  
San José, CA 95126  
www.davidjpowers.com



Fiona Phung is a Project Manager for the company. She works closely with other members of the staff to research and prepare documents for both private and public sector projects, and coordinates with technical subconsultants to manage reports prepared for projects. Her experience includes CEQA compliance for office, mixed-use, and residential projects.

As a Project Manager, Ms. Phung:

- Prepares environmental documents including: Environmental Impact Reports (EIRs), Initial Studies, Mitigation Monitoring and Reporting Programs (MMRPs), and various CEQA forms, in conformance with the requirements of CEQA.
- Conducts research to support the analysis of environmental documents.
- Provides detailed analysis of potential environmental impacts, identifies mitigation measures, and develops alternative solutions.
- Assists in final report production and quality assurance.

### Education

#### **B.S. Environmental Policy Analysis and Planning**

University of California, Davis,  
2015

### Experience

#### **Project Manager**

David J. Powers & Associates,  
2016 - Present

### Professional Organizations

Association of Environmental  
Professionals

### Relevant Project Experience

#### City of Santa Clara

- 3378-3386 El Camino Real Residential Initial Study
- 2232-2240 El Camino Real Residential Initial Study
- Tasman East – The Station Addendum
- Tasman East – The Hill Addendum
- Tasman East – Related Parcel 4 Statutory Exemption Eligibility Determination Memorandum
- Tasman East – 2354 Calle Del Mundo Statutory Exemption Eligibility Determination Memorandum

#### City of San José

- Madera Residential Initial Study
- Apollo Residential Initial Study
- 1881 West San Carlos EIR
- Icon-Echo Mixed-Use Supplemental EIR
- Meridian Apartments EIR
- Winchester Ranch Residential EIR



# Kristy Weis

## Principal Project Manager



Office: (408) 248-3500 x128  
Direct: (408) 454-3428  
Email: Kweis@davidjpowers.com

1871 The Alameda, Suite 200  
San José, CA 95126  
www.davidjpowers.com



### Education

#### **Masters of Urban and Regional Planning**

San José State University, 2009

#### **B.A. Environmental Studies**

University of California, Santa Cruz, 2003

### Experience

#### **Principal Project Manager**

David J. Powers & Associates, Inc.  
May 2019 – Present

#### **Senior Project Manager**

David J. Powers & Associates, Inc.  
2016 – May 2019

#### **Project Manager**

David J. Powers & Associates, Inc.  
2006 – 2016

#### **Assistant Project Manager**

David J. Powers & Associates, Inc.  
2003 – 2006

### Professional Organizations

Association of Environmental Professionals

Kristy Weis is a Principal Project Manager for the company. She has over 19 years of experience in the environmental field preparing documents for both private and public sector projects.

Her experience on residential projects ranges from large residential mixed-use plans (such as the proposed Moffett Park Specific Plan and North Bayshore Master Plan) that include thousands of new residential units to smaller residential developments that qualify for Categorical Exemptions. In addition to providing environmental analysis in compliance with the California Environmental Quality Act (CEQA), Ms. Weis also has experience in preparing Environmental Assessments for affordable housing projects in compliance with the National Environmental Policy Act (NEPA) and U.S. Department of Housing and Urban Development (HUD) requirements.

Ms. Weis' strong organizational and project management skills enables her to effectively manage complex projects. She is extremely responsive and strives to provide excellent client service.

As a Principal Project Manager, Ms. Weis:

- Provides management and oversight in preparation of environmental documents by others, ensuring defensibility and consistency
- Advises public and private sector clients on CEQA and NEPA/HUD processes and procedures

### List of Relevant Project Experience

- 400 Logue Avenue Residential, Mountain View
- Escuela Mixed Use, Mountain View
- 1100 La Avenida Street Affordable Residential, Mountain View
- Terra Bella Public Storage and Alta Housing, Mountain View
- 330 Distel Circle Affordable Residential, Los Altos
- Portswood Drive Residential, San José
- Catalina Residential Development, Santa Clara
- 1139 Karlstad Drive Residential, Sunnyvale

## DJP&A Subconsultants

Our subconsultants are chosen based on their familiarity with a given project area and the parameters of the project. The key subconsultant staff with their brief qualifications, as well as their resumes are provided below.



### Key Staff:

- **Daniel Shoup** is a Principal with 25 years of experience in archaeology and cultural resources management. He has managed over 200 CEQA and NEPA projects in the San Francisco Bay Area. He has prepared archaeological survey reports, archaeological testing plans, and EIR sections.
- **Molly Fierer-Donaldson** is a Staff Archaeologist with over 20 years of experience in archaeology and cultural resources management. She has prepared archaeological surveys, archaeological sensitivity assessments, excavation monitoring, burial recovery, and historic architectural evaluations throughout the San Francisco Bay Area.
- **William Kostura** is an Architectural Historian with 20 years of experience. He has worked in 17 northern California counties and has evaluated over 990 properties against the National Register and California Register criteria.



### Key Staff:

- **Ron Helm** is a Senior Principal Geologist with 36 years of experience in geological and environmental consulting. He has experience in managing site assessments; performing soil, soil vapor and groundwater quality investigations; evaluating remedial strategies; coordinating with local regulatory agencies; and implementing cost effective cleanup programs.
- **Stason Foster** is a Project Engineer with 32 years of experience in environmental engineering and consulting services including Phase I Environmental Site Assessments (ESAs), soil and ground water quality investigations, remedial investigations/feasibility (RI/FS) studies, remedial system design and operation, and lead-based paint and asbestos management and monitoring.



#### Key Staff:

- **James Reyff** is a Principal at I&R with over 28 years of experience. His expertise includes meteorology, air quality emissions estimation, transportation/land use air quality studies, air quality field studies, health risk assessments, greenhouse gas (GHG) studies, and environmental noise studies. He has prepared air quality technical reports for over 20 major Caltrans highway projects, in addition to over 300 air quality analyses for other land use development projects.
- **Michael Thill** is a Principal with 24 years of professional experience in the field of acoustics. His expertise includes performing field research, analyzing data, and noise modeling and he has worked on technical noise reports for various land use proposals including residential, commercial, educational, and industrial developments. In addition, he has prepared numerous field surveys in a variety of acoustical environments to quantify airborne noise levels, groundborne vibration levels, and hydro-acoustic noise levels.



#### Key Staff:

- **David Doezema** is a Senior Principal with 20 years of experience in real estate and economic consulting. He focuses on affordable housing nexus, fiscal and economic impact analysis, successor agency finance services and sports facilities.



#### Key Staff:

- **Damian Stefanakis** is a Senior Principal Planner with 32 years of experience in transportation planning and travel demand forecast modeling. He has advised jurisdictions, including the Cities of San Mateo, Menlo Park, and Dublin, on preparation of Vehicle Miles Traveled (VMT) Guidelines per Senate Bill 743 for regional transit and highway studies.
- **Amanda Leahy** is an Associate Planner with over 13 years of experience working on and leading transportation studies in the Bay Area. Her areas of expertise include project management, environmental review, multimodal traffic operations and safety analysis, bicycle and pedestrian planning and design, and complete streets policy and implementation.



### Experience

2013-2022 Principal, Archaeological/Historical Consultants  
2010-2013 Postdoctoral Researcher, Dept of Management, University of Bologna  
1998-2000 Staff Archaeologist, URS

### Education

2008 *PhD Archaeology*, University of Michigan  
2006 *Master of Urban Planning*, University of Michigan  
1998 *BA Literature*, UC Santa Cruz

### Registrations and Qualifications

Registered Professional Archaeologist  
SOIS Prehistoric Archaeology, Historic Archaeology, & History

### Professional Affiliations

Society for California Archaeology  
Society for American Archaeology  
Association of Environmental Planners

### About

Dr. Shoup has 25 years of experience in archaeology and cultural resources management, 15 of them in California. He holds a PhD in Archaeology and Masters of Urban Planning from the University of Michigan. Since 2013, he has been Principal of Archaeological/Historical Consultants, where he has scoped and managed over 200 CEQA and NEPA projects in the San Francisco Bay Area, including over 50 for review by Caltrans Local Assistance. He has produced archaeological survey reports, archaeological testing plans, and EIR sections, and managed large and complex teams on mitigation excavations. His Alameda County experience includes archaeological surveys and testing for numerous local agencies, including ACTC, ACPWA, EBRPD, and Caltrans Local Assistance projects for the cities of Fremont, Hayward, Livermore, Oakland, and Union City. Dr. Shoup is the author of ten peer-reviewed academic publications on cultural heritage management.

### Selected Cultural Resources Projects

- 2021 Mitigation Excavations at CA-ALA-11, Alameda, Alameda County. Project director for major CEQA data recovery excavation at a prehistoric shell midden. Project recovered 180 burials, 250 prehistoric features from a site dating from 4000 BCE to 500AD. For Alameda Marina LLC/City of Alameda.
- 2021 Aldercroft Heights Bridges Project, Santa Clara County BRLS 5937 (205, 206, 207). Prepared Archaeological Survey Report for three bridge replacements, for review by Caltrans District 4 Office of Local Assistance. For David J Powers and Associates/Santa Clara County Department of Roads and Airports.
- 2020 Garms Staging Area and Trail Connections Project, Pleasanton Ridge Regional Park. Prepared Archaeological Inventory Report for staging area and trails development project, for review by US Army Corps of Engineers. For East Bay Regional Park District.
- 2020 Miner Road Bridge Replacement, Orinda STPLZ 5444 (019). Prepared Archaeological Survey Report and ESA Action Plan for a bridge replacement project reviewed by Caltrans District 4 Office of Local Assistance. For Drake Haglan/City of Orinda Public Works.
- 2020 I-680 Express Lanes Project, Pleasanton, Alameda County. Cultural resources lead for road-widening project including archaeological survey, geoarchaeological analysis, historic structures evaluation, and archaeological testing for review by Caltrans District 4 Office of Cultural Resources Studies. For AECOM/Alameda County Transportation Commission.
- 2018 Highway 84 / I-680 Improvements Project, Sunol, Alameda County. Cultural resources lead for widening of Vallecitos Road between Sunol and Livermore. Directed archaeological survey, historic structures evaluation, geoarchaeological testing, and archaeological trenching for review by Caltrans District 4 Office of Cultural Resources Studies. For AECOM/Alameda County Transportation Commission.
- 2018 Adeline Corridor Specific Plan, Berkeley. Prepared Cultural Resources Technical Report in support of CEQA documents for planning efforts in South Berkeley. For Rincon Consultants/City of Berkeley.

### Selected Academic Publications

- 2019 Zan, Luca and Daniel Shoup. "Professional Utopianism and Administrative Naiveté. Uncertainty and Archaeology in the Shipwrecks of Pisa." In *Oxford Handbook of Public Heritage Theory and Method* (New York: Oxford University Press).
- 2019 Bonini Baraldi, Sara and Daniel Shoup. "When Megaprojects Meet Archaeology: A Research Framework and Case Study from Yenikapi, Istanbul." *International Journal of Cultural Policy* 25(4), pp.423-444.
- 2015 Co-Author, *Managing Cultural Heritage: An International Research Perspective* (New York: Ashgate). ISBN 1317101804.
- 2013 Shoup, Daniel David and Luca Zan. "Byzantine Planning: Site Management in Istanbul." *Conservation and Management of Archaeological Sites* 15(2) 169-194.



**Experience**

2021-2023 Staff Archaeologist,  
Archaeological/Historical Consultants  
2018-2020 Curator, Dublin Heritage Park and  
Museums  
2014-2016 Curator and Archaeologist, Lost City  
Museum, Nevada  
2013-2014 Curatorial Intern, Peabody Museum of  
Archaeology and Ethnology

**Education**

2012 *PhD Archaeology*, Harvard University  
2005 *AM Archaeology*, Harvard University  
2001 *BA Anthropology*, Pomona College

**Registrations and Qualifications**

Registered Professional Archaeologist  
SOIS Prehistoric Archaeology and Historic  
Archaeology

**Professional Affiliations**

Society for California Archaeology  
Society for American Archaeology  
Association of Environmental Planners

**About**

Dr. Fierer-Donaldson has over 20 years of experience in archaeology and cultural resources management, 5 of them in California. She holds a PhD in Archaeology from Harvard University. She has managed archaeological excavations in California, Nevada, Massachusetts, and Honduras. During her time at Harvard University, she spent four years on the teaching team for a class studying the University’s early history through excavation, analysis, and curation of the campus. She spent two years as the archaeologist and curator of collections at an archaeological museum in Southern Nevada, including artifacts from the Ancestral Pueblo and 19<sup>th</sup> and 20<sup>th</sup>-century European settlers to the region. Upon returning to the Bay Area, she spent five years working with collections at two historic house museums and managing the historic church, school, and farmhouse collections at the Dublin Heritage Park and Museums. Since 2021, she has been a Staff Archaeologist at Archaeological/Historical Consultants, where he has prepared dozens of CEQA and NEPA documents, including archaeological surveys, archaeological sensitivity assessments, excavation monitoring, burial recovery, and historic architectural evaluations throughout the San Francisco Bay Area. Her Santa Clara County experience includes archaeological surveys, archaeological sensitivity reports, and subsurface testing for numerous local agencies, including the Santa Clara County Housing Authority, Caltrans Local Assistance, and infill and road projects in the cities of Sunnyvale, San José, Los Gatos, Santa Clara, and Mountain View.

**Selected Cultural Resources Projects**

- 2023 King City Recycled Water Project, Monterey County. Performed pedestrian survey and prepared Cultural Resources Survey Report for a wastewater treatment plant and recycled water project, for SMB Environmental/ City of King.
- 2022 Race Street excavations, San José. Field director for data recovery excavations at historic-era homes removed for construction of affordable housing. Prepared Cultural Resources Investigation Report. For Santa Clara County Housing Authority.
- 2022 Peery Park Area Transportation Improvements Project CML 52113(061), Sunnyvale. Prepared Archaeological Survey Report for bike, pedestrian, and transit improvements on Potrero Avenue, for review by Caltrans District 4 Office of Local Assistance. For David J. Powers and Associates/City of Sunnyvale.
- 2022 Kawana Springs Community Park, Santa Rosa (Project Number LW-49-011) performed a pedestrian survey, directed test excavations, and prepared a letter to SHPO for section 106 consultation on behalf of the National Park Service, the California Department of Parks and Recreation Office of Grants and Local Services/ David J. Powers and Associates.
- 2022 Nortech Parkway Extension, San José. Field director for subsurface test excavations to refine boundaries of a Native American archaeological resource with competing boundary maps prior to the construction of a new road alignment. Prepared Cultural Resources Investigation Report for David J. Powers and Associates/Microsoft.
- 2022 Camden Avenue Residential Project, San José. Field director for subsurface test excavations for new housing development. Prepared Cultural Resources Investigation Report for David J. Powers and Associates/DAL Properties LLC.
- 2021 Mitigation Excavations at CA-ALA-11, Alameda, Alameda County. Field and laboratory director for major CEQA data recovery excavation at a prehistoric shell midden. Project recovered 180 burials, 250 prehistoric features from a site dating from 4000 BCE to 500AD. For Alameda Marina LLC/City of Alameda.
- 2021 Mathilda and Olive Office Construction, Sunnyvale. Prepared Archaeological Sensitivity Assessment for the proposed structure demolition and office building construction

## **SUMMARY OF QUALIFICATIONS**

- Twenty years of professional experience as an architectural historian (since 1993)
- Work performed in seventeen northern California counties, plus the states of Nevada and Washington
- Evaluation of over 990 properties to National Register and California Register criteria
- 36 multi-property surveys, evaluations of over 70 individual properties, five HABS reports, three HAER reports, and three Historic Structure Reports
- Co-author, National Register nomination for San Francisco's waterfront
- Author of nine nominations for San Francisco City Landmarks
- Documentation of a wide variety of property types, including:
  - many kinds of residential and commercial buildings
  - many kinds of agricultural properties, including cattle ranches, sheep barns, poultry farms, a hatchery, orchards, and small diversified farms
  - industrial buildings      major public buildings      fraternal lodges
  - properties related to ethnic groups (especially African-American and Italian)
  - steel truss and concrete bridges      waterfront piers      levees and irrigation systems
  - large World War II and Cold War military complexes      freeway structures
- Author of sixteen publications on San Francisco history and architecture (two books, portions of two others, and twelve articles, all based on primary sources)

## **MEETS SECRETARY OF THE INTERIOR'S PROFESSIONAL QUALIFICATIONS STANDARDS**

I have been accepted by the State of California's Eastern Information Center as meeting these standards, and am included on their CHRIS list of qualified consultants.

**POSITION HELD**    Member, Landmarks Preservation Advisory Board, San Francisco, 1995-1996

**ACADEMIC**            B.A., History, San Francisco State University, 1993

## EMPLOYMENT and CONSULTANT HISTORY

- Consultant in architectural history, 1993-1998 and 2003-present.  
*This work has included surveys and evaluations of individual buildings in the San Francisco Bay Area, HABS reports, and Historic Structure Reports.*
- Environmental Planner/Architectural Historian, California Department of Transportation (Caltrans) districts 3 and 4, Marysville and Oakland, July 1998 to June 2001.  
*This work included surveys in the Bay Area and much of northern California, and HABS and HAER reports.*
- Architectural Historian, URS Corporation, San Francisco, July 2001-March 2003.  
*This work included surveys and building evaluations in northern California, Washington, and Nevada; and a HAER report on a steel truss bascule drawbridge.*

## LARGE SURVEY PROJECT, available on-line

*Van Ness Auto Row Support Structures*, a survey of 112 early auto showrooms and other auto-related buildings for the San Francisco Planning Department. Downloadable from <http://sfplanning.org/index.aspx?page=2396>. Includes a historic context, a District Record, and forms for individual buildings. 800+ pages. 2010.

## PUBLICATIONS (sixteen) on San Francisco history/architecture; below, a selection:

*Russian Hill: The Summit, 1853-1906*. Aerie Publications, 1997. Volume One of a neighborhood history.

*William F. Lewis, A San Francisco House Builder*. Book Club of California, 1996.

“San Francisco,” a chapter (116 pages) in *An Architectural Guidebook to San Francisco in the Bay Area* (Susan Dinkelspiel Cerny, editor). Gibbs Smith, publisher, 2007.

“San Francisco’s Italianates: The Development of a Style.” *The Argonaut*, Spring 2006.

“Itinerant Houses: A History of San Francisco’s House Moving Industry.” *The Argonaut*, Spring 1999.

“The Architecture of Albert Pissis.” *The Argonaut*, Fall 1997.



**Ron L. Helm,**  
**C.E.G., C.Hg.**  
**Senior Principal Geologist**

Ron L. Helm, Senior Principal Geologist, has approximately 36 years of experience in geological and environmental consulting. He has performed geological and environmental investigations for commercial, industrial, public agency and residential developments throughout the San Francisco Bay Area, California and the Western United States. Ron has significant experience in managing site assessments; performing soil, soil vapor and groundwater quality investigations; evaluating remedial strategies; coordinating with local regulatory agencies; and implementing cost effective cleanup programs. Ron is familiar with federal, state and local environmental regulations. He is experienced at working with staff at the Environmental Protection Agency, California Regional Water Quality Control Board, the Department of Toxic Substances Control and other agencies, such as local water districts and county health departments.

### **Education**

Master of Science, Geology  
San José State University 1985  
  
Bachelor of Science, Geology  
University of California, Davis 1982

### **Professional Registrations**

Registered Professional  
Geologist No. 5707  
State of California  
  
Registered Certified Engineering  
Geologist No. 1808  
State of California  
  
Registered Certified  
Hydrogeologist No. 457  
State of California  
  
Registered Environmental  
Assessor II No. 20228  
State of California

**Professional Organizations**  
The Geologic Society of America

**Continuing Education**  
OSHA 1912.120 Refresher, 2020

- Total Quality Management
- Risk Management Strategies in Real Estate
- Environmental Law Update
- Environmental Risk Management
- Presentation Skills
- Superior Client Service Strategies
- Environmental Issues Affecting Construction
- Environmental and Safety Conference Loss Prevention Seminar
- Development of Closed Landfills Coping with Contaminated Sites
- Risk Assessments
- Environmental Fate of Pollutants
- Site Assessments
- Geophysical Surveys
- Practical Lab Technology

### **Select Project Experience**

- Adobe North Tower, San José
- San José Mineta International Airport Master Plan EIR, San José
- Hummingbird Energy Storage Project, San José
- San José Flea Market, San José
- Villages at Jackson Square, San José
- Meridian Parkmoor, San José
- Meta Willow Village Campus, Menlo Park
- Meta MPK 20 Office Campus, Menlo Park
- Meta MPK 21 Office Campus, Menlo Park
- Meta MPK 22 Office Campus, Menlo Park
- LinkedIn Campus, Sunnyvale
- Samsung Corporate Headquarters, San José
- Cisco Systems Corporate Campus, San José
- eBay Corporate Campus, San José
- Santana Row Mixed-Use Commercial-Residential, San José
- Development, San José
- Plymouth Office Campus, Mountain View
- Ameswell Office Campus, Sunnyvale
- Brokaw Road Office Campus, San José
- Vallco Mixed-Use Development, Santa Clara
- Clyde Avenue Transit-Oriented Development, Mountain View
- Skyport Drive and North First Street Office Development, San José





## **Stason I. Foster, P.E.** **Project Engineer**

Stason I. Foster, P.E., has 32 years of experience in environmental engineering and consulting services including Phase I Environmental Site Assessments, soil and ground water quality investigations, remedial investigations/feasibility (RI/FS) studies, remedial system design and operation, and lead-based paint and asbestos management and monitoring.

Mr. Foster's experience includes field and office investigations at numerous commercial, industrial, and agricultural sites impacted by solvents, petroleum fuels, waste oil, heavy metals, and pesticides. Tasks performed have included Phase I site assessments and site characterization work including monitoring well installation, soil and ground water sampling, performance of soil vapor surveys and vapor extraction/performance studies, and well slug tests to evaluate aquifer characteristics.

His experience also includes construction management on a variety of site cleanup projects including such tasks as regulatory permitting, work plan development, bid package preparation, and direct construction oversight. He has performed numerous assessments of site hydrogeology, ground water flow, and contaminant fate and transport; he is also experienced in the assessment of

environmental compliance, hazardous materials/waste management, and litigation support.

He is experienced in working with the California Regional Water Quality Control Board, Bay Area Air Quality Management District, the Department of Toxic Substances Control, in addition to local government agencies, and is familiar with current analytical techniques, statistical analysis, regulatory requirements, and environmental law.

He has received hazardous waste operations/emergency response training to meet the Occupational Safety and Health Association Standard Code of Federal Regulation 1910.120, and holds a supervisory training certificate.

### **Education**

**Bachelor of Science in Civil Engineering at Southern Illinois University, specializing in environmental studies, 1990**

**Professional Registrations**  
**Registered Professional Engineer**  
**No. 051495 State of California**

### **Continuing Education**

**OSHA 1912.120 Refresher Courses**

**OSHA 1910.120 Supervisory Training**

**Society of American Military Engineers (SAME) - Bioventing and Soil Vapor Extraction**

**Assessment, Control and Remediation of LNAPL Contaminated Sites**

**Santa Clara County Bar Association Environmental Law Update**

**In-Situ/Ex-Situ Soil/Ground Water Remediation Techniques, Univ. of WI, Milwaukee**

**Closure of Soil Vapor Extraction Systems - Two Case Histories**

**Air Sparging: An Innovative On-Site Hazardous Waste Treatment Technology**

**Evaluation of Petrophysical Data for Vacuum Extraction Remediation**

### **Select Project Experience**

#### **Phase I Environmental Site Assessments**

- **Meta MPK 20 Office Campus, Menlo Park, CA**
- **Google Downtown San Jose Campus, San Jose, CA**
- **City of Santa Clara El Camino Specific Plan and Downtown Area Plan, Santa Clara, CA**
- **Sunnyvale Downtown Specific Plan, Sunnyvale, CA**
- **Siliconix Semiconductor (MOSFET) fabrication plant, Santa Clara, CA**
- **Advanced Micro Devices /Spanion Superfund Site, Sunnyvale, CA**
- **CoreSite Data Centers (SV3, SV4, SV5, SV6, SV7 and SV8), Santa Clara, CA**
- **Samsung Corporate Headquarters, San Jose, CA**
- **SK hynix America and SK hynix Memory Solutions facility, San Jose, CA**
- **STACK Infrastructure Data Center (former SEEQ Technology /Micrel Semiconductor Fab), San Jose, CA**
- **LinkedIn Campus, Sunnyvale, CA**
- **Sun Microsystems/Oracle Campus, Menlo Park, CA (Current Facebook Headquarters)**
- **Hewlett-Packard Corporate Headquarters, Page Mill Road, Palo Alto, CA**
- **Jenny Strand Park, Misson College Substation, and Kenneth Substation sites, Santa Clara, CA**
- **Hummingbird Energy Center San Jose, CA**
- **IBM Silicon Valley Lab, Bailey Avenue, San Jose, CA**
- **San Jose International Airport Master Plan, San Jose, CA**

# **ILLINGWORTH & RODKIN, INC.**

**Acoustics • Air Quality**

429 East Cotati Avenue  
Cotati, California 94931

Tel: 707-794-0400  
www.Illingworthrodkin.com

Fax: 707-794-0405  
jreyff@illingworthrodkin.com

---

## **JAMES A. REYFF**

Mr. Reyff is a Meteorologist with expertise in the areas of air quality and acoustics. His expertise includes meteorology, air quality emissions estimation, transportation/land use air quality studies, air quality field studies, health risk assessments, greenhouse gas studies and environmental noise studies. He is familiar with federal, state and local air quality and noise regulations and has developed effective working relationships with many regulatory agencies.

During the past 33 years, Mr. Reyff has prepared Air Quality Technical Reports for over 20 major Caltrans highway projects and conducted over 300 air quality analyses for other land use development projects. These projects included microscale analyses, calculation of project emissions (e.g., ozone precursor pollutants, fine particulate matter, diesel particulate matter, and greenhouse gases), health risk assessments, and preparation of air quality conformity determinations. Mr. Reyff has advised decisions of federal and local air quality agencies regarding impact assessment methodologies and air quality conformity issues. He has conducted air quality evaluations for specific plans and General Plan updates and advised City and County staff on these topics.

Mr. Reyff has been responsible for a variety of meteorological and air quality field investigations in support of air permitting and compliance determinations. He has conducted air quality analyses of diesel generators in support of regulatory permitting requirements and environmental compliance issues. Mr. Reyff has designed and implemented meteorological and air quality monitoring programs throughout the Western United States including Alaska. Programs include field investigations to characterize baseline levels of air toxics in rural areas, as well as regulatory air quality and meteorological monitoring. He was the Meteorologist involved in a long-term monitoring program at the Port of Oakland that evaluated meteorological conditions and fine particulate matter concentrations in neighborhoods adjacent to the Port.

Mr. Reyff managed several research studies for Caltrans including a noise study that evaluated long-range diffraction and reflection of traffic noise from sound walls under different meteorological conditions. Mr. Reyff has also evaluated noise from power plants, quarries and other industrial facilities. He has also been actively involved in research regarding underwater sound effects from construction on fish and marine mammals.

### **PROFESSIONAL EXPERIENCE**

1995-Present Senior Consultant	Illingworth & Rodkin, Inc. Cotati, California
1989-1995 Project Meteorologist	Woodward-Clyde Consultants (URS) Oakland, California
1988-1989 Post Voyage Route Analyst	Oceanroutes (Weather News) Sunnyvale, California

### **EDUCATION**

1986 San Francisco State University  
B.S. Major: Geoscience (Meteorology)

### **PROFESSIONAL SOCIETIES**

American Meteorological Society      Institute of Noise Control Engineering

### **AWARDS**

FHWA Environmental Excellence Award – 2005  
Caltrans Excellence in Transportation, Environment - 2005

**ILLINGWORTH & RODKIN, INC.**  
Acoustics • Air Quality

429 East Cotati Avenue  
Cotati, California 94931

Tel: 707-794-0400  
www.illingworthrodkin.com

Fax: 707-794-0405  
mthill@illingworthrodkin.com

---

**MICHAEL S. THILL**

Mr. Thill is a principal of the firm with 24 years of professional experience in the field of acoustics. His expertise includes performing field research, analyzing data, and noise modeling. He has conducted numerous field surveys in a variety of acoustical environments to quantify airborne noise levels, groundborne vibration levels, and hydro-acoustic noise levels. He has analyzed and summarized complex sets of data for inclusion into noise models. Mr. Thill has been trained and is a regular user of FHWA's Traffic Noise Model (TNM) and is familiar with federal and State procedures for preparing highway noise study reports.

Mr. Thill has authored technical noise reports for various land use proposals including residential, commercial, educational, and industrial developments. He has managed the General Plan Update noise studies for several communities in California and has recommended policy language in order to maintain compatible noise levels community wide. In addition, Mr. Thill has evaluated noise impacts due to stadium lighting/expansion projects on over 15 public and private school projects within the last 10 years. Other notable stadium projects evaluated by Mr. Thill include Levi's Stadium in Santa Clara and Earthquakes Stadium in San Jose. He has vast experience explaining acoustical concepts and the results of his analyses in public forums to the general public and project decision-makers.

Mr. Thill has also led traffic noise investigations for major transportation projects including the Route 4 Bypass project and the I-680/Route 4 Interchange project in Contra Costa County, California. He managed the noise study reports the US Highway 101 and State Route 85 Express Lanes projects for the Santa Clara County Valley Transit Authority, proposed along 66 miles, combined, of project study area between Mountain View and Morgan Hill, California. Current projects include the Caltrans Yolo 80 Bus/Carpool Lanes project proposed between Dixon, California and Sacramento, California, and the Caltrans SR51 / I 80 Business / Capital City Freeway Improvement Project.

Mr. Thill provided project oversight and review for the I-70 West Vail Pass Auxiliary Lanes project in 2019, the US 50 Passing Lanes project in 2021, and the SH 83 Passing Lanes project in 2022. Current traffic noise investigations are being conducted for the US 287 Realignment project and the Vasquez Boulevard project.

**PROFESSIONAL EXPERIENCE**

2009 - Present Principal, Illingworth & Rodkin, Inc., Cotati, CA  
2005 - 2009 Senior Consultant, Illingworth & Rodkin, Inc., Petaluma, CA  
1998 - 2005 Staff Consultant, Illingworth & Rodkin, Inc., Petaluma, CA

**EDUCATION**

1998 - University of California at Santa Barbara B.S., Major: Environmental Science

**PROFESSIONAL SOCIETIES**

Institute of Noise Control Engineering  
Association of Environmental Professionals



## DAVID DOEZEMA

*Mr. Doezema is a Senior Principal in Keyser Marston Associates' Berkeley office with 20 years' experience in real estate and economic consulting.*

### **Key Role**

Mr. Doezema focuses on affordable housing nexus, fiscal and economic impact analysis, successor agency finance services and sports facilities.

### ***Inclusionary Housing and Affordable Housing Nexus Analyses***

Mr. Doezema has experience with affordable housing nexus and inclusionary housing assignments for a wide range of communities throughout California. Recent assignments have included a multi-jurisdiction nexus study covering 12 Bay Area jurisdictions, Boulder CO, Emeryville, Newark, Hayward, Fremont, and Mountain View. Large city experience includes San Diego, San Jose, San Francisco and Honolulu. He has prepared project-specific affordable housing analyses addressing the Facebook Campus in Menlo Park and the Stanford Medical Center in Palo Alto.

### ***Fiscal and Economic Impact Analysis***

Mr. Doezema has experience preparing fiscal impact analyses on projects throughout California spanning a wide variety of land uses including master planned communities, military base reuse plans, medical facilities, and mixed-use projects. Recent assignment include a fiscal impact analysis of a voter initiative in Alameda and a fiscal and economic impact peer review of an NFL stadium in Inglewood.

### ***Successor Agency Finance***

Mr. Doezema assists cities and counties in relation to redevelopment dissolution including preparation and review of recognized obligation payment schedules, cash flow analyses, and fiscal consultant reports for refinance of tax allocation bonds. He has been responsible for on-going pass through calculations for all 13 successor agencies in San Mateo County on behalf the County Controller's Office.

### ***Sports Facilities***

Mr. Doezema had a key role in KMA's services to the City of Santa Clara on the Levi's Stadium project and negotiations with the San Francisco 49ers. Mr. Doezema was involved from the initial concept through stadium opening and was responsible for analyzing numerous aspects of the project including public and private construction finance sources, funding of on-going operations of the Stadium Authority, fair market rent for the City's land, and fiscal and economic impacts.

### **Professional Credentials**

Mr. Doezema holds a master's degree in urban planning and a bachelor's degree in civil and environmental engineering from the University of Michigan, Ann Arbor.



*Years in  
the Industry*

**20+**



# DAMIAN STEFANAKIS | SENIOR PRINCIPAL PLANNER



Damian Stefanakis has 32 years of experience in transportation planning and travel demand forecast modeling. He specializes in the development and application of travel demand models for highway and transit projects using many types of software, including EMME, TRANPLAN, UTPS, MINUTP, and CUBE/TP+/Voyager. He also has experience with application of regional MPO models in California, Houston, Cleveland, and Florida. Damian has significant experience developing the CCAG-VTA and Alameda CMA Countywide Models for regional transit and highway studies. He also provides on-call support and model training to clients in the use of EMME/2 and CUBE/TP+/VOYAGER.

## PROJECT EXPERIENCE

### EDUCATION

- Graduate Degree Engineering (GDE), University of Witwatersrand Johannesburg, South Africa, 1988
- BS Civil Engineering, University of Witwatersrand Johannesburg, South Africa, 1985

### YEARS OF EXPERIENCE

32

### AFFILIATIONS

- Institute of Transportation Engineers, Member

**Menlo Park Transportation Master Plan and Transportation Impact Fee Program Update; Menlo Park, CA.** Damian was the project manager and the key task leader for preparation of travel forecasts for Kittelson’s work (as a subconsultant to W-Trans) for the City of Menlo Park toward preparation of a transportation master plan. Kittelson applied the model developed for the ConnectMenlo General Plan to the CSA trip distribution assumptions update that the City uses for its traffic studies (previously developed by Kittelson staff). Kittelson conducted modeling to update the trip distribution percentages for Menlo Park. Kittelson summarized all AM and PM peak hour trips by TAZ and city jurisdictions within Menlo Park by city jurisdictions within San Mateo County and by county jurisdictions outside of San Mateo. As part of a second task order, Kittelson is preparing travel forecasts for the Bayfront grade separation and Dumbarton Rail scenarios using assumptions from the Dumbarton Transportation Corridor Study (DTCS).

**El Camino Real Corridor Study; Menlo Park, CA.** Damian was project manager for Kittelson’s work (as a subconsultant to W-Trans) related to travel demand forecasts to improve circulation and safety along El Camino Real in Menlo Park. Using the San Mateo County C/CAG Travel Demand Model, Kittelson developed 2040 travel demand forecasts using the Citywide ConnectMenlo model for a number of multimodal alternatives, including the addition of a third through-travel lane on El Camino Real and improved bicycle/pedestrian connections. The modeling results included both link and turning movement volumes. Kittelson also provided additional computational results to support the environmental review report.

**Commonwealth Building 3 Project CEQA Review; Menlo Park, CA.** Damian was the project principal for Kittelson’s work (as a subconsultant to ICF International) related to traffic and transportation analysis as part of the California Environmental Quality Act (CEQA) clearance for a proposed expansion of the City of Menlo Park’s Commonwealth Corporate Center to include a third office building encompassing 320,000 sq. ft. Kittelson prepared a transportation impact analysis (TIA) that served as the transportation section of the environmental document. Kittelson used the ConnectMenlo model to evaluate up to 31 intersections for existing, near-term, and cumulative conditions. Outputs included VMT for SB 743 and greenhouse gas analysis.

**SAMTRANS Express Bus Implementation Feasibility Study; San Mateo County, CA.** Damian served as project manager for Kittelson’s work (as a subconsultant) to prepare travel demand and ridership forecasting for an initial Proof of Concept study to test express buses on the future Express/managed lanes on US-101 in San Mateo County. The study developed in parallel with the US 101 Managed Lanes PA&ED that Kittelson was also doing for the Transportation Authority to take advantage of the travel demand modeling and related managed lanes alternatives conducted for that study. Damian used the C/CAG-VTA Bi-County model with ABAG Projections Plan Bay Area to test express bus service traveling on managed lanes along US-101. Travel forecasts and ridership estimates were developed for the 2020 horizon year primarily for a lane-convert managed lane alternative. Origin-Destination travel patterns were extracted from the model and potential routes were developed based on the highest OD trip rankings and screened down to 9 potential routes using the GIS based REMIX software. Routing focused on connecting residential neighborhoods to commercial and high-tech areas with park and ride lots and access to Caltrain and

BART stations on the Peninsula. Total ridership for all nine routes with peak period service was estimated at about 9,000 daily riders.

**US 101 Managed Lanes PA & ED; San Mateo, CA.** Damian is the Kittelson project manager currently working with the San Mateo Transportation Authority and Caltrans on the US 101 Managed Lanes PA&ED as a subconsultant providing travel forecasting for the entire 101 corridor from Santa Clara County to the San Francisco county line. The project requires use of the C/CAG-VTA Countywide model in CUBE to prepare forecasts for 2013, 2020 opening year, and 2040 design year in support of the traffic operations; VMT and CEQA analysis; HOV 2, HOV 3+, Express Lane 2, and Express Lane 3+ conditions scenarios; tolling; and revenue generation tasks.

**On-Call Modeling and Training Programs.** Damian has supported many agencies with on-call modeling services, including San Mateo C/CAG, BART, Marin TAM, Alameda CTC, Alameda County, CCTA, Kern County, Livermore, and Hayward. He has developed and led training programs in travel forecasting, forecasting software, traffic impact analysis and computer applications. Clients have included California Department of Transportation, Alameda County, Kern County, City of Livermore and Oregon Department of Transportation. Kittelson is one of the authorized on-call consultants to advise and support CCTA, Alameda CTC, C/CAG and Marin TAM.

**Travel Demand Forecasting.** Damian has led and worked on many travel demand modeling studies, including development and adaptation of the MTC Regional Model (MTCFCAST and BAYCAST), Alameda Countywide model, San Mateo C/CAG model, Marin TAM model, City of Livermore model, City of Hayward model, City of Alameda model, KERN COG model, Fresno COG model, Boise model, PSRC model, Orlando FDOT model, Washington DC model, and HGAC Houston model.

**Corridor Studies.** Damian has led and worked on numerous freeway corridor studies providing travel demand modeling and traffic operations, including the 2016 US 101 HOV/Express Lane PAED and HOV Hybrid studies in San Mateo, I-880 HOV and Interchange studies in Alameda, I-580 HOV and HOT lanes studies in Alameda, SR 238 Corridor Study in Hayward, and Menlo Park El Camino Real Corridor Study.

**Transportation Impact Studies/Environmental Impact Reports.** Damian has managed a number of transportation impact studies and EIRs that involved the analysis of traffic operations, on-site access and circulation, parking, and impacts on alternative modes. Such projects include transit-oriented developments, large scale mixed use projects, general plans, station area plans and traffic impact studies. Key projects include:

- **General Plans:** Pacifica, Belmont, East Palo Alto, Hayward, San Leandro, Livermore, San Carlos
- **Housing Elements:** Marin County Housing Element
- **K-12 Schools:** Hayward High School Access Study, Cherryland Elementary School Relocation and Expansion, Harder Elementary School Expansion
- **Large-scale Mixed-Use and Specific Plans:** San Leandro Shoreline EIR, Alameda Point EIR, Kaiser San Leandro Mixed Use EIR, El Charro Specific Plan EIR (Livermore), South Hayward BART Specific Plan EIR, Mission Boulevard Specific Plan EIR, West Oakland Specific Plan, San Leandro Shoreline Specific Plan, Fairview Specific Plan
- **Transit-Oriented Developments:** Lake Merritt Station Area Plan, San Leandro TOD, Livermore Isabel Station Area Plan

**Transit Studies.** Damian has led or worked on numerous transit studies, including AC Transit BRT, BART Fremont South-Bay, BART to Livermore, SMART Rail, NOACA Rail, SAMTRANS Express Bus Study and WCCTAC High Capacity Transit Study.

# AMANDA LEAHY, AICP | ASSOCIATE PLANNER



Amanda Leahy's areas of expertise include environmental review for land use development, multimodal traffic operations and safety analysis, vehicle miles traveled and transportation demand management analysis, bicycle and pedestrian planning and design, and complete streets policy and implementation. Amanda has worked on many complex projects from planning through implementation, which have required objective and transparent technical analysis, multi-agency coordination, and environmental clearance. Amanda is committed to creating a safe and comfortable public realm for users of all ages and abilities. She is passionate about strengthening connections between people and places through sound planning and analysis; creative, context-sensitive design and engineering; and effective stakeholder and community engagement.

## EDUCATION

- Bachelor of Arts, Geography and Urban Studies, University of California, Berkeley

## YEARS OF EXPERIENCE

13

## CERTIFICATIONS

- Certified Planner, American Institute of Certified Planners (#026690)

## AFFILIATIONS

- American Institute of Certified Planners (AICP), Member
- American Planning Association (APA), Member
- Association of Pedestrian and Bicycle Professionals (APBP), Board President
- Bike East Bay, Board Member
- Women in Transportation Seminar (WTS), Member

## PUBLICATIONS/PRESENTATIONS

- Association of Pedestrian & Bicycle Professionals Conference, August 2019 – *Leveraging Vision Zero and Black Lives Matter to Achieve Transportation Safety and Equity Goals* (Presentation/Publication)
- Rice Urbanists, November 2018 – *Multimodal Transportation* (Webinar)
- California ITE, October 2018 – *Complete Streets* (Presentation)
- Walk Bike Places Conference, September 2018 – *Designing and Implementing Effective Project Evaluations* (Poster)

## PROJECT EXPERIENCE

### San Francisco Planning Department Pre-Qualification List; San Francisco, CA.

Kittelson is prequalified for general transportation planning and environmental review for new development projects. Amanda has managed and successfully led multiple projects through the transportation impact analysis approval, environmental impact report certification, and entitlement process. As part of the environmental review, Kittelson typically completes the following tasks:

- Collect intersection turning movement counts and conduct field observations to document existing transportation conditions
- Prepare travel demand estimates, including person trip generation by mode and freight and passenger loading demand
- Evaluate site access and circulation for all modes
- Conduct vehicle miles traveled analysis
- Conduct transit delay analysis
- Assess and document project-related effects to access and circulation for people walking and biking
- Prepare truck turning templates to confirm truck and emergency vehicle access to the site and proposed loading docks
- Prepare driveway loading operations and management plans
- Assess transportation-related construction impacts
- Prepare transportation demand management (TDM) plans and evaluate the effectiveness of the TDM measures in reducing vehicle trips generated by the project
- Develop mitigation measures and/or conditions of approval to minimize potential project impacts
- Review consistency with Planning Code requirements
- Prepare a transportation impact study and/or environmental impact report summarizing and documenting findings
- Communicate and coordinate with the applicant, Planning Department, and San Francisco Municipal Transportation Agency (SFMTA) staff
- Participate in public hearings and respond to public comments on the draft environmental impact report, if applicable

Throughout the process, Amanda works closely with applicant team, Planning Department staff, and SFMTA staff to develop appropriate analysis methodology and assumptions, including the project description, land use program and streetscape modifications as well as the baseline and cumulative transportation network. Recent projects that Amanda has led/is leading include:

- Stonestown Galleria EIR (Ongoing)

- Freedom West Homes EIR (Ongoing)
- 3333 California Street Mixed-Use Development EIR
- Balboa Reservoir EIR
- 725 Harrison Street TIS/CPE
- Parcel F (542-550 Howard Street) TIS
- 542-550 Howard Street TIS
- 524 Howard Street TIS
- 555 Howard Street TIS

**San Francisco Municipal Transportation Agency (SFMTA), Transportation Planning On-Call Services; San Francisco, CA.** Task orders under this contract include transportation planning and engineering services, data analytics, and environmental documentation support. Amanda has led multiple task orders, including:

- **Slow Streets Support.** Amanda is leading consultant support for the Slow Streets Program efforts to convert the temporary treatments into longer term designs for the 24 corridors identified as slow streets. Kittelson's role on the project includes data collection and evaluation, concept design development, survey development, survey distribution and analysis, as well as support with the communications strategy and community engagement.
- **Frida Kahlo / Ocean / Geneva Intersection Project.** The complex intersection serves a significant amount of vehicle, bus, and light rail traffic and is also an important walking and bicycling connection due to its proximity to BART, City College of San Francisco, and a large planned residential development at Balboa Reservoir. Amanda led the Kittelson team's work developing near- and long-term concept designs and evaluating them against multimodal safety and operational performance metrics. The result of the effort was the selection of a near-term concept to carry forward to implementation with quick build funding.
- **Safe Streets Evaluation Handbook.** Amanda served as a task lead for the development of a project evaluation handbook and data collection standard operating practices with supporting templates and guidance for SFMTA staff. After completion, the evaluation framework developed by the team continues to be applied to projects throughout the city.
- **Valencia Street Bikeway Implementation Plan.** Amanda was project manager for a plan to establish baseline conditions and identify options to enhance the existing bicycle facilities along Valencia Street to make the corridor safer for all users. Kittelson's role encompassed data collection, multimodal analysis of existing transportation conditions (including parking supply/demand and travel behavior and interactions), intercept surveys, and support of public engagement activities.

**San Francisco Transportation Element; San Francisco, CA.** Amanda is project manager for a task order (under Kittelson's on-call contract with the City of San Francisco Planning Department) to assist the City with the development of a new Transportation Element for San Francisco's General Plan. Kittelson is supporting community engagement and policy development efforts and will be developing a project description for the Transportation Element EIR. Ultimate outputs of the work will be an adopted EIR and a City policy framework and projects that seek to align transportation and land use, achieve equitable outcomes, and reduce greenhouse gas emissions.

## RELEVANT EXPERIENCE WITH RACIAL AND SOCIAL EQUITY

**Board President, Co-Chair Equity and Inclusion Committee, Co-Chair Policy Committee, Association of Pedestrian and Bicycle Professionals; United States and Canada.** Amanda is the Association of Pedestrian and Bicycle Professionals (APBP) Board President and leads the organization's Equity and Inclusion Committee and Policy Committee. The E&I Committee is working to highlight issues and foster discussions within the association, identify ways to engage historically underrepresented people within leadership, membership, and the profession at large, identify ways to measure and report on progress, and develop or recommend capacity-building resources to APBP members. The work is aimed at advancing equity and inclusion within the industry and demonstrates APBP's commitment to mobility justice and community equity in the transportation field.

**Board Member, Chair Equity Task Force, Bike East Bay; Bay Area, CA.** Amanda is a Bike East Bay Board Member and is leading the Board's Equity Task Force to educate Board members and support the Bike East Bay's mission to build a more just and equitable transportation system and prevent and redress racial and class bias in transportation planning, policies, and enforcement. The task force seeks to build capacity of less well-resourced partner organizations to engage in the planning process, and create an environment where people of all races, ethnicities,



incomes, ages, religions, sexual orientations, gender identities, abilities, and countries of origin feel welcomed, seen, celebrated, and treated equitably.

**Diversity, Equity, and Inclusion Steering Committee, Kittelson; United States, CA.** Amanda is a member of Kittelson's Diversity, Equity, and Inclusion Steering Committee. The group seeks to amplify Kittelson's values by continuing to raise the bar for ourselves in the areas of equity and inclusion. Over the past year we have launched an Equity Challenge to foster practical ideas for advancing equity in projects, held a series of firmwide "safe spaces" open discussions, curated a collection of education resources, and initiated Employee Resource Groups. We continue to investigate ways to create a more inclusive recruiting and hiring process and reduce biases within our screening and interviewing processes, among other initiatives.

**Commonwealth Building 3 Project CEQA Review; Menlo Park, CA.** Amanda was the project manager for Kittelson's work (as a subconsultant to ICF International) related to traffic and transportation analysis as part of the California Environmental Quality Act (CEQA) clearance for a proposed expansion of the City of Menlo Park's Commonwealth Corporate Center to include a third office building encompassing 320,000 sq. ft. Kittelson prepared a transportation impact analysis (TIA) that served as the transportation section of the environmental document. Kittelson used the ConnectMenlo model to evaluate up to 31 intersections for existing, near-term, and cumulative conditions. Outputs included VMT for SB 743 and greenhouse gas analysis.



## 3. General Approach and Work Plan

### General Approach

The primary contact person for the project will be Fiona Phung who will be directly responsible for daily project coordination and administration, and maintaining close communication with the City Staff, gathering and compiling project and site information, managing subconsultants, and preparing the environmental document.

Having a single Project Manager is a fundamental element of DJP&A's quality assurance and quality control process because it vastly reduces the potential for inconsistencies in grammar, style, and clarity. It also ensures that the person writing the document is fully aware of all the environmental issues associated with the project, which is critical to the quality of the analysis given the interrelated nature of environmental issues. We believe that this method effectively preempts many of the pitfalls that can arise from having too many people involved in separate, discrete tasks for a project, without having one person managing the whole process. Our project and schedule management techniques include:

- Setting appropriate expectations and deadlines;
- Attending kick-off meetings and mapping out the project schedule with the client and project team;
- Maintaining regular communications and updates;
- Bringing potential problems to the project team's attention as soon as possible; and
- Returning telephone calls and emails within eight business hours (if not sooner).

These techniques reinforce our commitment and availability to our clients and our work, and have ensured timely, accurate environmental review time after time. Our goal is to create a comprehensive environmental document that not only helps decision makers make effective policy, but also helps members of the public understand the environmental issues pertinent to a proposed project.

DJP&A teams with technical specialists to provide the exact technical information that is required for each particular project. In this respect, we differ from some other environmental consulting firms. We can select the best subconsultant for a job, based on their familiarity with the project location and the specific issues that are pertinent to that project. We have worked closely with many of our subconsultants for over 30 years and they act as an extension of our firm. We feel this approach provides the highest level of work using the most up to date analysis techniques and mitigation strategies, and reduces overhead costs.

Our work plan is outlined below and aligns with the City's requested tasks with the exception that we propose to prepare the Responses to Comments in conjunction with the Final EIR. Also, we explain why we assume the City will prepare the Statement of Overriding Considerations (if needed).

## Work Plan

DJP&A proposes to prepare an EIR for the 3705 Haven Avenue Residential project. Our work plan includes the following tasks:

- a. Kick-Off Meeting and Site Visit
- b. City Documents Review and Data Collection
- c. Preparation of CEQA Documents
- d. Project Management
- e. Technical Studies
- f. Attend and Present at Planning Commission and City Council Meetings
- g. Administrative Draft EIR
- h. Draft EIR
- i. Responses to Comments
- j. Final EIR and Mitigation Monitoring and Reporting Program

These tasks are described below.

### **Task a: Kick-Off Meeting and Site Visit**

DJP&A will attend one EIR kick-off meeting with the City and the project team to discuss the project, further refine the EIR scope as needed, identify alternatives, and coordinate the scheduling and preparation of the EIR. In addition, this work plan includes DJP&A attendance at up to one site visit with City staff.

#### **Key Personnel**

#### **Approximate Staff Hours**

Kristy Weis, Principal Project Manager

3

Fiona Phung, Project Manager

4

### **Task b: City Documents Review and Data Collection**

DJP&A will review all applicable City ordinances, the City's General Plan, the Zoning Code and other relevant documents applicable to the environmental analysis. DJP&A will coordinate with City staff and any relevant agencies for data collection.

#### **Key Personnel**

#### **Approximate Staff Hours**

Kristy Weis, Principal Project Manager

2

Fiona Phung, Project Manager

8

## Task c: Preparation of CEQA Documents

### Project Description

DJP&A will draft a project description and provide it to the City to review for accuracy. The project description will be based on project information to be provided by the applicant, March Capital Fund, to the City. A list of necessary program components is included on page 41 of this work plan.

### CEQA Notices

Once the project description is finalized, DJP&A will prepare the Notice of Preparation (NOP) in compliance with CEQA and City of Menlo Park requirements. The NOP will include a brief description of the proposed project, project and vicinity maps, and an overview of the anticipated environmental impacts of the currently proposed project. The NOP will be sent to City staff electronically for review and approval. Comments received on the NOP will be incorporated into the EIR, as appropriate.

In addition to the NOP, DJP&A will prepare the Notice of Completion (NOC), Notice of Availability (NOA), and Notice of Determination (NOD) in accordance with CEQA and City of Menlo Park requirements at the appropriate timeframe. The NOC will include a brief description of the project, the project location, and will state where copies of the Draft EIR are available for review. The NOA will include a brief description of the project, the project location, the project's significant environmental effects, and public review process. The NOD will include a brief project description, date of project approval, determination of the project's environmental effects, mitigation measures and conditions of approval, statement whether overriding considerations were adopted, and the location where the Final EIR and record of project approval may be examined.

DJP&A will submit the draft notices to the City in electronic format for review and comment. This work plan assumes one round of review of each notice by the City. DJP&A will finalize the notices based on City comments and coordinate with City staff for mailing and electronic posting of the CEQA Notices and EIR documents to public agencies and the State Clearinghouse. It is assumed that DJP&A will file the necessary notices and forms at the County Clerk's office and State Clearinghouse and that the City will be responsible for all other filings, mailings, and notifications.

### **Key Personnel**

### **Approximate Staff Hours**

Kristy Weis, Principal Project Manager

8

Fiona Phung, Project Manager

16

### **Task d: Project Management**

DJP&A will provide ongoing project management, including coordination with the subconsultants, City staff, other City consultants, consultants retained by the applicant, and outside regulatory agencies that would be involved throughout the EIR process.

DJP&A will prepare for, and attend, all meetings with City staff and other agencies. In addition, DJP&A will prepare meeting agendas and minutes for City review. If additional time is required for this task than allotted, DJP&A can provide assistance on a time and materials basis (or as an amendment to the contract), upon written authorization by the City.

#### **Key Personnel**

#### **Approximate Staff Hours**

Kristy Weis, Principal Project Manager	15
Fiona Phung, Project Manager	50

### **Task e: Technical Studies**

The following technical studies will be prepared under contract to DJP&A based on survey results and data collection:

- Air Quality and GHG Assessment\*
- Housing Needs Assessment
- Literature Review\*
- Noise and Vibration Assessment\*
- Peer review of the Transportation Demand Management (TDM) plan
- Phase I Environmental Site Assessment (ESA)\*
- Sacred Lands File Search\*
- Transportation Impact Analysis (TIA) which includes a VMT analysis and a non-CEQA operational analysis

\*In the event the applicant provides the technical report, the DJP&A team will provide a peer review of the report instead.

It is assumed that the Tree Survey and Disposition Plan and TDM plan will be prepared by the applicant and provided to DJP&A. In addition, this work plan includes an optional task of completing a Historic Resources Study.

Refer to Task g: Administrative Draft EIR for more detail.

### **Task f: Attend and Present at Planning Commission and City Council Meetings**

This work plan includes DJP&A attendance at up to one Planning Commission Public Scoping meeting, and up to three public hearings (e.g., Planning Commission or City Council). DJP&A will coordinate with City staff on presentations for the public meetings or hearings. This work plan does not include attendance by DJP&A subconsultants at public meetings or hearings. DJP&A and DJP&A

subconsultants can attend additional public hearings or meetings on a time and materials basis (or as an amendment to the contract), upon written authorization by the City.

### Key Personnel

### Approximate Staff Hours

Kristy Weis, Principal Project Manager

10

Fiona Phung, Project Manager

20

### Task g: Administrative Draft EIR

DJP&A will prepare an EIR consistent with the requirements of CEQA and the City of Menlo Park. The EIR will include an introduction, summary, project description, environmental setting, discussion of environmental impacts, and mitigation measures to reduce significant impacts.

Upon completion of the Administrative Draft EIR (ADEIR), DJP&A will submit an electronic copy of the document to the City for review and comment. This work plan assumes up to two rounds of review by the City of the ADEIR. The main sections of the EIR are described below.

#### Introduction

The introduction to the EIR will describe the purpose of the EIR, provide a general overview of the CEQA process, and describe the public participation process and opportunities for input.

#### EIR Summary

A summary of the EIR will include a brief description of the proposed project and identify the impacts of the project and proposed mitigation measures in tabular format. The summary will also briefly describe the project alternatives and address any known areas of public controversy.

#### Project Description

The project description will provide a detailed description of the proposed project, including the physical characteristics (maximum residential units, maximum building height, demolition, parking, landscaping, circulation, etc.) of the development. The project description will also include a list of project objectives, necessary discretionary actions, and decision-making agencies. Maps and graphics will be provided to illustrate the text.

#### Environmental Setting, CEQA Checklist, and Mitigations

The EIR will provide: 1) a detailed description of the existing environmental setting, based on the conditions that exist at the time the NOP is released; 2) impacts that may result from the proposed project; and 3) feasible mitigation measures to avoid or reduce impacts to a less than significant level. A discussion of the project's consistency with applicable City Ordinances, the City's General Plan, the Zoning Code, and other applicable plans and policies will be included. As required by CEQA and CEQA Guidelines, particular attention will be given to inconsistencies, if any are identified. Mitigation measures will be identified to reduce significant impacts as appropriate.

Based upon our current understanding of the project, we anticipate the key environmental issues for the project will include the following resources:

- **Aesthetics** - The proposed project would demolish an existing commercial building and construct an eight-story apartment building. The EIR will describe the existing visual setting and character of the project area and the visual changes that are anticipated to occur as a result of the proposed project. The EIR will also discuss possible light and glare issues from the development. This work plan assumes that a study of shadow effects will be provided by the applicant to DJP&A if it is determined to be a necessary part of the environmental analysis.
- **Air Quality** - Potential impacts related to air quality will be assessed based on an Air Quality and GHG Assessment prepared by I&R, under contract to DJP&A, and pursuant to the Bay Area Air Quality Management District (BAAQMD) CEQA Air Quality Guidelines. The assessment will calculate and evaluate the project's construction and operational criteria air pollutant emissions, as well as community health risk given the proximity of existing residences within 1,000 feet of the project site.
- **Forestry/Biotics/Biological Resources** - The site is developed and located in an urban area. The primary biological resources on-site are trees. It is understood that three of the existing trees are designated heritage trees pursuant to the City's Heritage Tree Ordinance. The EIR will address the loss of trees on-site based on a Tree Survey and Disposition Plan provided by the applicant to DJP&A.
- **Historic/Cultural Resources** - According to the General Plan EIR, while future development would occur on developed or highly disturbed sites (such as the project site), there is potential for archaeological resources to exist.<sup>1</sup> To address potential subsurface archaeological resources on the project site, A/HC, under contract to DJP&A, will complete a Literature Review to determine the likelihood of known and potential resources on-site.

The existing commercial building on-site was constructed in 1963 and is not listed as a historic resource in the City's historic resources inventory, California Register of Historical Resources (CRHR), or the National Register of Historic Places (NRHP).<sup>2,3</sup> Per General Plan EIR Mitigation Measure CULT-1, for any site that contains a building more than 50 years old, the City shall require the applicant to prepare a site-specific evaluation to determine if the project is subject to completion of a Site-Specific Historic Resources Study (Historic Resources Study). The completion of a Historic Resources Study by A/HC, under contract with DJP&A, is included as an optional task.

---

<sup>1</sup> City of Menlo Park. *ConnectMenlo: General Plan Land Use & Circulation Elements and M-2 Area Zoning Update*. June 1, 2016.

<sup>2</sup> Office of Historic Preservation. "California Historical Resources." Accessed May 1, 2023. <https://ohp.parks.ca.gov/ListedResources/?view=name&criteria=menlo+park>

<sup>3</sup> National Park Service. "National Register Database and Research." Accessed May 1, 2023. <https://www.nps.gov/subjects/nationalregister/database-research.htm#table>.

- **Greenhouse Gas Emissions** - As part of the Air Quality and GHG Assessment to be prepared by I&R, the project's GHG emissions will be estimated. The EIR will discuss the project's GHG emissions and evaluate the project's GHG impacts based on BAAQMD's CEQA Thresholds for Evaluating the Significance of Climate Impacts from Land Use Projects.
- **Hazardous Materials** - The project's hazards and hazardous materials impacts will be discussed based on a Phase I Environmental Site Assessment (ESA) to be prepared by Cornerstone, under contract to DJP&A. The Phase I ESA will identify any potential hazardous materials contamination on or in the vicinity of the project site that may impact the project. If additional investigation is required (e.g., soil sampling) to further evaluate the extent of contamination, an additional Site Assessment Report (SAR) can be completed as an amendment to our contract.
- **Noise and Vibration** - The project's noise and vibration impacts will be discussed based on a Noise and Vibration Assessment to be completed by I&R under contract to DJP&A. Given the site's proximity to sensitive land uses (i.e., residential and institutional uses), the assessment will evaluate the potential for project-generated traffic to increase ambient noise levels at sensitive receptors. In addition, construction noise and vibration impacts of the proposed project on surrounding land uses will be addressed.
- **Population and Housing** - The EIR will discuss the consistency of the project with planned growth within the City. Consistent with the requirement of the City of East Palo Alto settlement agreement with the City of Menlo Park, a HNA will be prepared by KMA, under contract to DJP&A, and the results summarized in the EIR.
- **Public Services** - The proposed project would increase the resident population of the City compared to existing conditions, which could result in an increased demand on public services, including schools, police and fire protection, libraries, and recreational facilities. The EIR will address the availability of public facilities and services and the project's potential to result in adverse physical impacts to the public service facilities.
- **Transportation** - The project's impact on transportation will be based in part on a TIA to be completed by KAI under contract to DJP&A. The TIA will include a VMT analysis and an evaluation of the effects of the project site on site access, circulation, pedestrian, bicycle, and transit facilities and related safety elements. The TIA will also include a non-CEQA operational analysis of weekday AM and PM Peak-Hour traffic conditions.

For the non-CEQA operational analysis, an evaluation of up to 10 study intersections is included.<sup>4</sup> Intersection level of service (LOS) analysis will be completed at the selected intersections to estimate project traffic conditions during the AM and PM Peak Hours under existing, background, background plus project, cumulative, and cumulative plus project conditions.

---

<sup>4</sup> The study intersections will be confirmed with the City during a kickoff meeting with City staff.



In addition, a peer review of the applicant’s TDM plan will be completed by KAI, under contract to DJP&A. This work plan assumes the peer review concludes the TDM plan is adequate and no additional work or coordination is required.

- Tribal Cultural Resources** - A Sacred Lands File Search will be completed by A/HC under contract to DJP&A to determine if there are any known Tribal Cultural Resources (TCRs) on-site. If the Sacred Lands File Search is positive, A/HC will request a list of local, interested Native American representatives from the Native American Heritage Commission who may have information on traditional or cultural lands within the project site and vicinity. The project will be subject to Assembly Bill (AB) 52, including notification to interested tribes. DJP&A and/or A/HC can assist with tribal consultation (if required), on a time and materials basis (or as an amendment to the contract) upon written authorization by the City.
- Utilities and Service Systems** - Implementation of the proposed project could result in an increased demand on utilities and service systems compared to existing conditions due to the increase in development density. The EIR will analyze the project impacts on utilities and service systems, including the sanitary sewer and storm drainage systems, water supply, and solid waste management, based on existing information and coordination with the City and appropriate agencies.

Pursuant to CEQA, the EIR will also include a discussion of cumulative impacts; alternatives; growth inducing impacts; significant, unavoidable impacts; significant irreversible environmental changes; references; and lead agency and consultants.

<b>Key Personnel</b>	<b>Approximate Staff Hours</b>
Kristy Weis, Principal Project Manager	20
Fiona Phung, Project Manager	85

**Task h: Draft EIR**

DJP&A will make revisions to the ADEIR based on comments provided by the City and prepare the Draft EIR for public circulation. DJP&A will provide the City with up to 15 hard copies of the Draft EIR for public distribution and an electronic copy of the document for posting on the City’s website.

<b>Key Personnel</b>	<b>Approximate Staff Hours</b>
Kristy Weis, Principal Project Manager	8
Fiona Phung, Project Manager	20

**Task i: Responses to Comments**

Upon completion of the 45-day Draft EIR circulation period, DJP&A will prepare an Administrative Draft Responses to Comment (ADRTC). The ADRTC will include responses to public comments received on the Draft EIR and be prepared as part of the Final EIR. Please see Task j for details.

## Task j: Final EIR, Mitigation and Monitoring and Reporting Plan, and Findings

### Final EIR

DJP&A will prepare a Final EIR, which would contain the following:

- List of persons and agencies who commented on the Draft EIR;
- Copies of comment letters received on the Draft EIR;
- Responses to comments on the Draft EIR (i.e., the RTC prepared under Task i); and
- Modifications to the EIR text, as necessary.

If additional effort is required to respond to the comments and prepare the Final EIR than allotted (15 hours of DJP&A Principal time and 30 hours of DJP&A Project Manager time), DJP&A can provide the additional effort needed on a time and materials basis (or as an amendment to the contract) upon written authorization by the City.

DJP&A will submit one hard copy and an electronic copy of the Administrative Draft Final EIR (ADFEIR) to the City for review and comment. This work plan assumes up to two rounds of review by the City of the ADFEIR. DJP&A will revise and finalize the ADRTC per the comments received and provide up to 15 hard copies and one electronic copy of the Final EIR to the City.

#### **Key Personnel**

#### **Approximate Staff Hours**

Kristy Weis, Principal Project Manager

15

Fiona Phung, Project Manager

30

### Mitigation Monitoring and Reporting Program, Findings

In accordance with state laws and CEQA Guidelines, DJP&A will prepare a draft Mitigation Monitoring and Reporting Plan (MMRP) for the project. The MMRP will summarize the mitigation measures identified, when mitigation measures will be implemented, who will be responsible for implementation, and who will provide oversight. An electronic copy of the Draft MMRP will be submitted to City staff for review and comment with the second ADFEIR. This work plan assumes one round of review of the draft MMRP by the City. DJP&A will finalize the MMRP based on City comments and provide up to 15 hard copies and one electronic copy of the MMRP to the City.

Although we are not attorneys and do not prepare legal findings, we will assist City staff and the City Attorney in compiling information from the EIR for findings required under CEQA Guidelines Section 15091. In addition, to maintain our impartial view and analysis of the project, we assume the City will prepare the Statement of Overriding Considerations (if needed).

#### **Key Personnel**

#### **Approximate Staff Hours**

Kristy Weis, Principal Project Manager

4

Fiona Phung, Project Manager

7

### **Task k: Invoices**

Our invoices will be submitted on a monthly basis. DJP&A provides regular, clear, and accurate invoices, in accordance with normal company billing procedures. The estimated cost for this project (refer to page 40) does not include special accounting or bookkeeping procedures, nor does it include preparation of extraordinary or unique statements or invoices. If a special invoice or accounting process is requested, the service can be provided on a time and materials basis (or as an amendment to the contract) upon written authorization by the City. Any fees charged to DJP&A for Client's third-party services related to invoicing, insurance certificate maintenance, or other administrative functions will be billed as a reimbursable expense.



## 4. Project Schedule and Milestones

DJP&A proposes the following schedule for preparation of the EIR. DJP&A can commit to maintaining the schedule in the areas that are within our control. Completion of the EIR, as outlined in the schedule below, is based upon receipt of project information listed on the following page in accordance with the schedule. Delays in receiving requested information or responses by others will result in at least day-for-day delays in the overall schedule.

Task	Duration of Task	Time Elapsed
1. DJP&A receives authorization to proceed and requested project information, and reviews project information provided (Task b: City Documents Review and Data Collection)	---	1 week
2. <b>Major Milestone</b> – Kick-off meeting and site visit (Task a in work plan)	1-2 days	2 weeks
3. DJP&A submits TIA scope to the City for review and approval	2 weeks <sup>1</sup>	3 weeks
4. DJP&A drafts EIR project description and submits to the City for review (Task c: Preparation of CEQA Documents)	1-2 weeks	4 weeks
5. City approves TIA Scope	2 weeks <sup>2</sup>	5 weeks
6. City completes review of draft EIR project description and provides comments to DJP&A	1 week <sup>2</sup>	5 weeks
7. <b>Major Milestone</b> – DJP&A finalizes EIR project description (Task c: Preparation of CEQA Documents)	1 week	6 weeks
8. DJP&A prepares and submits Administrative Draft NOP	1 week	7 weeks
9. City completes review Administrative Draft NOP and provides comments to DJP&A	1 week <sup>2</sup>	8 weeks
10. DJP&A revises and finalizes NOP for circulation	1 week	9 weeks
11. <b>Major Milestone</b> – Planning Commission Public Scoping meeting (Task f: Attend and Present at Planning Commission and City Council Meetings)	1 day	13 weeks
12. <b>Major Milestone</b> – 30-day NOP Public Circulation Period	4 weeks	13 weeks
13. <b>Major Milestone</b> – DJP&A subconsultants complete Literature Search, Sacred Lands File Search, Historic Resources Study (optional task), Archaeological Sensitivity Assessment, Phase I ESA, TIA, Air Quality, GHG, Noise, Housing Needs assessments and peer review of the applicant’s TDM complete (13 weeks after EIR project description is finalized and Traffic Scope is approved) (Task e. Technical Studies)	4-13 weeks <sup>3,4</sup>	20 weeks
14. <b>Major Milestone</b> – DJP&A completes and submits ADEIR (3-4 weeks after last technical report is received) to the City for review (Task g: Administrative Draft EIR)	3-4 weeks	24 weeks
15. City completes review of ADEIR and provides comments to DJP&A	3 weeks <sup>2</sup>	27 weeks

Task	Duration of Task	Time Elapsed
16. DJP&A revises document and submits Screencheck ADEIR and draft NOC and NOA to the City for review (Task c: Preparation of CEQA Documents)	3 weeks	30 weeks
17. City completes review of Screencheck ADEIR, NOC, and NOA and provides comments to DJP&A	2 weeks <sup>2</sup>	32 weeks
18. <b>Major Milestone</b> – DJP&A finalizes and prints Draft EIR, NOA, and NOC for public distribution and circulation (Task h: Draft EIR)	1 week	33 weeks
19. <b>Major Milestone</b> – 45-day Draft EIR Public Circulation Period	6.5 weeks	39.5 weeks
20. <b>Major Milestone</b> – DJP&A prepares and submits ADRTC/ADFEIR to the City for review (Task i: Responses to Comments and Task j: Final EIR)	3 weeks	42.5 weeks
21. City reviews ADRTC/ADFEIR and provides comments to DJP&A	2 weeks <sup>2</sup>	44.5 weeks
22. DJP&A revises and submits Screencheck ADRTC/ADFEIR and submits draft MMRP to the City for review	2 weeks	46.5 weeks
23. City reviews Screencheck ADRTC/ADFEIR and draft MMRP and provides DJP&A with comments	2 weeks <sup>2</sup>	48.5 weeks
24. <b>Major Milestone</b> – DJP&A finalizes and prints Final EIR for public distribution and circulation and provides revised MMRP to the City	1 week	49.5 weeks
25. 10-day Final EIR Public Circulation Period	1.5 weeks	51 weeks
26. DJP&A prepares and submits NOD to the City for review (Task c: Preparation of CEQA Documents) and City provides comments on the NOD to DJP&A	1.5 weeks	51 weeks
	<b>Total</b>	<b>+/-51 weeks</b>
<b>Major Milestone</b> – Planning Commission hearing (Task f: Attend and Present at Planning Commission and City Council Meetings)	---	Tbd
<b>Major Milestone</b> – City Council hearing (Task f: Attend and Present at Planning Commission and City Council Meetings) and filing of the NOD assuming project approval	---	Tbd

**Notes:** <sup>1</sup> Assumes the traffic consultant will need up to two weeks to prepare the TIA scope including trip generation and distribution from Task 1.

<sup>2</sup> The City's timelines are estimated and are to be confirmed by the City.

<sup>3</sup> The Air Quality and Noise and Vibration Assessments are dependent on data in the traffic report. This work plan assumes the traffic consultant will be able to provide the traffic data needed for the air quality and noise analyses two weeks after the TIA scope is approved. Traffic counts cannot be completed until September when schools are back in session.

<sup>4</sup> If technical reports or supplemental documents are provided by the applicant/City to DJP&A, peer review can be completed by our subconsultants as an amendment to our contract. If peer review occurs, the timing provided in Task 12 may be reduced by about half.



5. Rate Schedule and Estimated Cost

Rate Schedule

DJP&A and our subconsultant rate schedules by title/position are provided below. Costs will be charged on a time and materials basis, commensurate with work completed, in accordance with the charge rate schedules below. Please note that the cost estimate shown below is a not-to-exceed total amount for all tasks combined. Within this not-to-exceed total, actual amounts spent on individual tasks/items may be more or less than the estimates. If DJP&A does not need all the time that has been budgeted, we will only bill for the time actually spent completing the work.

DJP&A’s Rate Schedule

Title	Hourly Rate
Senior Principal	\$330
Principal Project Manager	\$304
Senior Environmental Specialist	\$258
Senior Project Manager	\$237
Environmental Specialist	\$221
Project Manager	\$211
Associate Project Manager	\$185
Assistant Project Manager	\$155
Researcher	\$134
Graphic Artist	\$124

**Notes:** Materials, outside services and subconsultants include a 15% administration fee.  
 Mileage will be charged per the current IRS standard mileage rate at the time costs occur.  
 Subject to revision January 1, 2024.

## DJP&A Subconsultant Rate Schedule

### A/HC<sup>5</sup>

Title	Hourly Rate
Principal	\$165
Architectural Historian	\$150
Historian	\$105
Archaeologist II	\$95

### Cornerstone<sup>6</sup>

Title	Hourly Rate
Senior Principal Engineer or Geologist	\$295
Principal Engineer or Geologist	\$265
Senior Project Engineer or Geologist	\$220
Principal Construction Services	\$215
Project Engineer or Geologist	\$215
Senior Staff Engineer or Geologist	\$193
Senior Supervisory Technician	\$180
Staff Engineer or Geologist	\$180
Supervisory Technician	\$180
Technical Illustrator/CAD Operator	\$150
Engineering Technician II	\$180
Construction Services Administrator	\$135

---

<sup>5</sup> All direct costs are subject to a 10% administration fee. These direct costs include but are not limited to subconsultants, information center or archive fees, heavy equipment, traffic control services, materials, reproduction, postage, traffic control costs, and travel costs. Mileage is billed at the current IRS standard mileage rate. Lodging, meals, and incidentals are billed at the GSA per diem rates for the applicable location and month, plus local taxes and fees. If special accounting, bookkeeping, insurance, or invoicing procedures are requested, the required service will be billed on a time and materials basis. Fieldwork is charged at four-hour increments for non-exempt staff. Overtime will be charged at 1.5x/2.0x for all nonexempt employees in accordance with California law. A/HC has a minimum charge of 8 hours of labor per job. If work is halted after notice to proceed, the 8-hour minimum will be charged, or actual hours worked, whichever is greater.

<sup>6</sup> Charges for personnel will be made in accordance with the above rates. For field engineers, geologists and technicians, regular rates are normal workday construction hours (Monday through Friday). For time spent over 8 hours in a day, time spent after 5 p.m., time spent on swing shifts, and time spent on Saturdays by field personnel, overtime rates will be charged at 1.5 times the hourly rate. Work on Sundays and holidays and work in excess of 12 hours in one day will be charged at 2.0 times the hourly rate. Field rates are based on a 48-hour notice. For less than a 48-hour notice, a 10 percent surcharge will be added. All field personnel, vehicle and equipment charges are portal to portal. Reproduction of project documents will be charged as a project expense. The hourly rate for professional staff to attend legal proceedings will be 2.0 times the hourly rate specified above.

Title	Hourly Rate
Engineering Technician I	\$180
Administrative Assistant	\$105

### I&R<sup>7</sup>

Title	Hourly Rate
Principal	\$240
Senior Consultant	\$215
Consultant	\$195
Staff Consultant	\$175
Technical/Admin Support	\$125

### KMA<sup>8</sup>

Title	Hourly Rate
Chairman, President, Managing Principals*	\$305
Senior Principals*	\$295
Principals*	\$275
Managers*	\$245
Senior Associates	\$205
Associates	\$185
Senior Analysts	\$170
Analysts	\$145
Technical Staff	\$105
Administrative Staff	\$90

<sup>7</sup> Rates are subject to change on an annual basis. Document reproduction and shipping at cost. Mileage at IRS allowable rate; currently \$0.655.

<sup>8</sup> Directly related job expenses not included in the above rates are: auto mileage, parking, air fares, hotels and motels, meals, car rentals, taxis, telephone calls, delivery, electronic data processing, graphics and printing. Directly related job expenses will be billed at 110% of cost. \*Rates for individuals in these categories will be increased by 50% for time spent in court testimony.



Title	Hourly Rate
Senior Principal Engineer/Planner	\$320
Principal Engineer/Planner	\$280
Associate Engineer/Planner	\$240
Senior Engineer/Planner	\$210
Engineer/Planner	\$180
Transportation Analyst	\$160
Principal Data Scientist/Developer	\$265
Senior Data Scientist/Developer	\$230
Data Scientist/Developer	\$200
Data Analyst/Software Developer	\$160
Software Technician	\$115
Associate Technician	\$190
Senior Technician	\$175
Technician II	\$150
Technician I	\$125
Office Support	\$105

---

<sup>9</sup> Effective June 1, 2023.

## Estimated Cost

Based on our understanding of the project and technical reports required, the cost for preparation of the EIR is estimated not to exceed **\$223,265 to \$228,995** with the optional task. A breakdown of the cost estimate is provided below.

**\*\*\*Please note that if peer reviews of applicant technical reports are required instead of preparation of the technical reports by the DJP&A team, the cost will be less assuming applicant prepared reports meet the needs of CEQA and no additional coordination or subsequent peer review are required.\*\*\***

This scope assumes that no issues arise that would require any additional technical analysis or documentation. In the event additional technical analysis is required, we can complete that work on a time and materials basis (or as an amendment to the contract), upon City authorization. Project description changes after our notice to proceed is received may have schedule and budget implications.

<b>A. David J. Powers &amp; Associates, Inc.</b>	
• Preparation of EIR, Final EIR, Project Management, and Lead Agency Assistance	\$80,520
• Reimbursables (travel, printing, etc.)*	\$1,770
<b>B. Subconsultants*</b>	
• A/HC (Literature Search, Sacred Lands File Search, and Archaeological Sensitivity Assessment)	\$4,585
• Cornerstone (Phase I ESA)	\$6,515
• I&R (Air Quality, GHG, and Noise Assessments)	\$21,045
• KMA (Housing Needs Assessment)	\$31,465
• KIA (TIA and peer review of applicant's TDM)	\$77,365
<b>Total (A+B)</b>	<b>\$223,265</b>
<b>Optional Task*</b>	
• A/HC (Historic Resources Study)	\$5,730

\* Subconsultant and reimbursable expenses include our standard 15 percent administrative fee.



## 6. Necessary Program Components

Our scope and schedule assume we will receive the necessary program components below concurrent with the authorization to proceed. DJP&A must receive any and all revisions to the plan set/project description in a timely manner. If DJP&A completes work based upon an obsolete or inaccurate plan set/project description, the environmental review schedule and potentially DJP&A's budget may increase, due to additional time required to revise the document and the need for possible updates to technical reports.

### Plans (in PDF)

- Project plans, including landscaping plan, stormwater control plan, utility plan, grading plan, and parking and circulation plan
- Building elevations/cross-sections
- Renderings (if available)

### Project Details

- Written description of the project, including maximum development assumptions (e.g., maximum number of units and maximum building height) and discretionary approvals
- Construction details, including duration, maximum depth of excavation, and total amount of cut/fill
- Mechanical equipment locations and specification sheet
- Construction air quality and noise worksheet (DJP&A to provide)
- Utility improvements (if any)
- Right of way improvements (if any)
- Green building measures, LEED or Greenpoint certification details
- List of Best Management Practices to conform to Provisions C.3 of the NPDES permit
- Project objectives
- Site-Specific Evaluation of the existing building on-site

### Technical Reports

- Arborist Report
- TDM Plan
- Geotechnical Report (if available)
- Study of Shadow Effects



## 7. References

### David J. Powers & Associates, Inc.

Below are four public agency references for DJP&A for which we have provided similar consulting services as requested in the RFP. Select descriptions of recently completed projects are also provided for each reference.

<b>Reference 1:</b>	<b>David Keyon, Principal Planner City of San José Planning, Building and Code Enforcement</b>
<b>Contact Information:</b>	200 East Santa Clara Street, 3 <sup>rd</sup> Floor Tower San José, CA 95113 (408) 535-7898
<b>Select Project Experience:</b>	<ul style="list-style-type: none"><li>• <b>Meridian Apartments</b> – In 2020, DJP&amp;A prepared an EIR for the project, which would demolish the existing buildings (totaling approximately 19,676 square feet) on the 2.1-acre site to construct a six-story, 233-unit residential building with ground floor retail.</li><li>• <b>Portswood Drive Residential</b> – In 2022, DJP&amp;A prepared a technical memorandum to support a Categorical Exemption for the project, which would subdivide an approximately 5.0-acre site to construct 15 single-family residences with associated private streets, utilities, and landscaping.</li><li>• <b>Winchester Ranch Residential</b> – In 2019, DJP&amp;A prepared an EIR for the project, which would demolish 111 single-story mobile homes, an associated club house facility, and parking on the 15.7-acre site to construct up to 688 residential units.</li></ul>
<b>Reference 2:</b>	<b>Stephanie Williams, Planning Services Manager City of Los Altos Development Services Department</b>
<b>Contact Information:</b>	1 North San Antonio Road Los Altos, CA 94022 (650) 947-2633
<b>Select Project Experience:</b>	<ul style="list-style-type: none"><li>• <b>330 Distel Circle Residential</b> – In 2022, DJP&amp;A prepared an Initial Study to support a Categorical Exemption for the project, which would demolish the existing 12,120 square foot office building, associated surface parking, and landscaping on a 0.87-acre site to construct a five-story apartment building with 90, 100 percent affordable housing units.</li></ul>

**Reference 3: Rebecca Bustos, Principal Planner  
City of Santa Clara Community Development Department**

**Contact Information:** 1500 Warburton Avenue  
Santa Clara, CA 95050  
(408) 615-2464

- Select Project Experience:**
- **2354 Calle Del Mundo** – In 2021, DJP&A prepared a Technical Memorandum to support a Government Code Section 65457 statutory exemption for the project, which would demolish the existing building and associated surface parking lot on the 0.46-acre site to construct an eight-story building with up to 89 residential units.
  - **Catalina Residential Development** – In 2018, DJP&A prepared an Initial Study for the project, which would demolish the auto-oriented uses on the 2.3-acre site to construct 53 townhouses.
  - **Related Tasman East Parcel 4** – In 2023, DJP&A prepared a Technical Memorandum to support a Government Code Section 65457 statutory exemption for the project, which would demolish the existing buildings and accessory structures on a 7.76-acre site to construct two, 21-story residential buildings with a combined total of 950 dwelling units.

**Reference 4: Elena Lee, Planning Division Manager  
City of East Palo Alto Community and Economic Development Department**

**Contact Information:** 1960 Tate Street  
East Palo Alto, CA 94303  
(650) 853-3148

- Select Project Experience:**
- **717 Donohoe Street** – In 2021, DJP&A prepared an Infill Development Exemption for the project, which would construct 14 multi-family residential units on a 0.66-acre site.

**DJP&A Subconsultants**

References for our subconsultants are provided on the following page.

## A/HC

**Reference 1:** **Allen Tai, Planning Services Manager**  
**City of Alameda Planning, Building, & Transportation**

**Contact Information:** 2263 Santa Clara Avenue #190  
Alameda, CA 94501  
(510) 747-6888

**Reference 2:** **Jodi Ketelson, Environmental Services Manager**  
**T.Y. Lin International**

**Contact Information:** 1545 River Park Drive, Suite 201  
Sacramento, CA 95815  
(916) 349-4259

## Cornerstone

**Reference 1:** **Angela LaMonica, Real Property Program Administrator**  
**City of Mountain View Public Works Department**

**Contact Information:** 500 Castro Street  
Mountain View, CA 94041  
(650) 903-6633

**Reference 2:** **Geoff Blair, Associate Engineer**  
**City of San José Environmental Services Division**

**Contact Information:** 200 East Santa Clara Street  
San José, CA 95113  
(408) 535-3555

## I&R

**Reference 1:** **Bruce Rymer, Senior Engineer**  
**California Department of Transportation**

**Contact Information:** 1120 N Street, Mail Stop 27  
Sacramento, CA 95814  
(916) 653-6073

**Reference 2:** **Mark Hungerford, Senior Planner**  
**City of Fremont Planning Division**

**Contact Information:** 39550 Liberty Street  
Fremont, CA 94538  
(510) 494-4541

## KMA

**Reference 1:** **Kyle Perata, Principal Planner**  
**City of Menlo Park Community Development Department**

**Contact Information:** 701 Laurel Street  
Menlo Park, CA 94025  
(650) 330-6721

## KAI

**Reference 1:** **Bethany Lopez, Senior Engineer**  
**City of San Mateo Department of Public Works**

**Contact Information:** 330 West 20<sup>th</sup> Avenue  
San Mateo, CA 94403  
(650) 522-7313

**Reference 2:** **Kristiann Choy, Senior Transportation Engineer**  
**City of Menlo Park Transportation Division**

**Contact Information:** 701 Laurel Street  
Menlo Park, CA 94025  
(650) 330-6772



## 8. Examples of Recently Completed EIRs

Examples of recently completed EIRs by DJP&A (specifically by Fiona Phung or Kristy Weis) within the last five years are summarized below and copies of the Draft EIRs and associated appendices for the projects are included at the end of this RFP.

### Example 1: Gateway Crossings, Santa Clara



In 2019, DJP&A prepared an EIR for the project, which would construct 1,565 residential units, a 225-room hotel, 45,000 square feet of retail space, and 2.6 acres of park space on the 24-acre site. As part of the project, approximately 7,500 square feet will be leased to the Santa Clara Police Activities League, a nonprofit organization that brings together police, neighborhood volunteers, and kids through sports. DJP&A technical subconsultants for the project included Cornerstone and I&R.

Key environmental issues included air quality, biological resources, cultural resources, GHGs, hazards and hazardous materials, noise and vibration, transportation, and utilities.

### Example 2: Meridian Apartments, San José

In 2020, DJP&A prepared an EIR for the project, which would demolish the existing buildings (totaling approximately 19,676 square feet) on the 2.1-acre site to construct a six-story, 233-unit residential building with ground floor retail. DJP&A technical subconsultants for the project included I&R.



Key environmental issues included air quality, biological resources, cultural resources, hazards and hazardous materials, and noise and vibration.



### Example 3: North Bayshore Master Plan, Mountain View

In 2022, DJP&A prepared a Subsequent EIR for the project, which would demolish 68 existing buildings and construct up to 7,000 residential dwelling units, 3,145,897 million square feet of office space, 244,000 square feet of retail uses, 55,000 square feet of community facilities, 525 hotel rooms, six above-ground parking structures, and a 2,000 square foot Police Operations Station. DJP&A technical subconsultants for the project included A/HC, Cornerstone, and I&R.



Key environmental issues included air quality, biological resources, GHGs, hazards and hazardous materials, and noise and vibration.

### Example 4: Winchester Ranch Residential, San José



In 2019, DJP&A prepared an EIR for the project, which would demolish 111 single-story mobile home units, an associated club house facility, and parking on the 15.7-acre site to construct up to 688 residential units. DJP&A technical subconsultants for the project included I&R.

Key environmental issues included air quality, biological resources, cultural resources, hazards and hazardous materials, land use and planning, and noise and vibration.



**9. Conflicts of Interest**

DJP&A does not have any conflicts of interest with the City of Menlo Park. DJP&A does not have any financial or business relationship with the City that may have an impact upon the outcome of the contract or project. DJP&A does not know of any current clients who may have a financial interest in the outcome of this contract or the project. DJP&A does not have financial interests or relationships with a construction company that might submit a bid for construction of the project.



## 10. Insurance Coverage

DJP&A's insurance coverage contains the following:

- GENERAL LIABILITY in the amount of \$2,000,000 per occurrence and \$4,000,000 aggregate.
- WORKERS COMPENSATION covering our own employees in the amount of \$1,000,000 per occurrence.
- AUTO (OWNED & NON OWNED) covering personal injury or death and property damage in the amount of \$1,000,000 per claim.
- PROFESSIONAL LIABILITY in the amount of \$2,000,000 per claim and aggregate.
- UMBRELLA LIABILITY in the amount of \$2,000,000 per occurrence and aggregate.

A copy of DJP&A's certificate of insurance is provided on the following page.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> (HD) Heffernan Insurance Brokers 1350 Carback Avenue Walnut Creek CA 94596	<b>CONTACT NAME:</b> Elizabeth Lee <b>PHONE (A/C No. Ext):</b> 925-934-8500 <b>E-MAIL ADDRESS:</b> elizabethl@heffins.com		<b>FAX (A/C, No):</b> 925-934-8278
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> David J. Powers & Associates, Inc. 1871 The Alameda, Suite 200 San Jose CA 95126	<b>INSURER A:</b> Travelers Property Casualty Company of America	<b>NAIC #</b> 25674	
	<b>INSURER B:</b> Continental Casualty Company	20443	
	<b>INSURER C:</b> Hanover American Insurance Company	36064	
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**

CERTIFICATE NUMBER: 1079862380

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6809N8316252247	12/3/2022	12/3/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA2R1247412247G	12/3/2022	12/3/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP9N8319262247	12/3/2022	12/3/2023	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WZ3981630010	1/13/2023	1/13/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability			EEH288347490	3/26/2023	3/26/2024	PER CLAIM \$2,000,000 AGGREGATE \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 As per contract on file with Insured.

**CERTIFICATE HOLDER****CANCELLATION**

Proof of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



## 11. Diversity, Inclusion, and Equity Statement

DJP&A is an equal opportunity employer with employment practices which do not discriminate against any employees or applicants. DJP&A complies with applicable provisions of federal, state, and local requirements regarding equal opportunity, affirmative action, and utilization of minority business enterprises. DJP&A is a certified Disadvantage Business Enterprise and Minority and Woman Owned Business Enterprise. We hire people whose competencies and abilities add value to our organization.

DJP&A is committed to fostering, cultivating and preserving a culture of diversity, equity and inclusion. Our human capital is the most valuable asset we have. The collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities and talent that our employees invest in their work represents a significant part of not only our culture, but our reputation and DJP&A's achievement as well.

We embrace and encourage our employees' differences in age, color, disability, ethnicity, family or marital status, gender identity or expression, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, and other characteristics that make our employees unique.

DJP&A diversity initiatives are applicable—but not limited—to our practices and policies on recruitment and selection; compensation and benefits; professional development and training; promotions; transfers; social and recreational programs; layoffs; terminations; and the ongoing development of a work environment built on the premise of gender and diversity equity that encourages and enforces:

- Respectful communication and cooperation between all employees.
- Teamwork and employee participation, permitting the representation of all groups and employee perspectives.
- Work/life balance through flexible work schedules to accommodate employees' varying needs.
- Employer and employee contributions to the communities we serve to promote a greater understanding and respect for diversity.

All employees of DJP&A have a responsibility to treat others with dignity and respect at all times. All employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the work site, and at all other DJP&A-sponsored and participative events.

Any employee found to have exhibited any inappropriate conduct or behavior against others may be subject to disciplinary action. Employees who believe they have been subjected to any kind of discrimination that conflicts with the company's diversity policy and initiatives are encouraged to seek assistance from a supervisor.



## 12. City's Standard Professional Services Agreement

DJP&A has reviewed the City's standard professional services agreement and would like to request the following change:

- For B3.1 under Exhibit "B" - Dispute Resolution, we would like to request the American Arbitration Association Construction Industry Arbitration Rules be substituted with the Judicial Arbitration & Mediation Services/Endispute, Inc. ("JAMS") under the then existing JAMS arbitration rules.

Subconsultant	Scope	Budget*	Staff Title & Hours
A/HC	<b>Literature Review, Sacred Lands File Search, and Archaeological Sensitivity Assessment</b> to determine the likelihood of potential resources on-site (page 33 of the proposal)	\$4,585	Principal - 6 Archaeologist II - 24
Cornerstone	<b>Phase I ESA</b> to identify any potential hazardous materials contamination on or in the vicinity of the project site that may impact the project (page 34 of the proposal)	\$6,515	Senior Principal Geologist - 1.5 Senior Staff Engineer - 24
Fehr & Peers	<b>Peer review</b> of the applicant's TDM plan (page 35 of the proposal)	\$5,485	Principal - 2 Senior Planner - 8 Planner - 12 Admin - 3
Fehr & Peers OR Hexagon	<b>TIA</b> to evaluate the project's VMT impact and effects of the project site on site access, circulation, pedestrian, bicycle, and transit facilities and related safety elements, as well as a non-CEQA operational analysis (page 34 of the proposal)	Fehr & Peers: \$100,825  Hexagon: \$53,360	Fehr & Peers: Principal - 20 Ops QAQC - 24 Senior Planner - 128 Planner - 234 Graphics - 20 Admin - 55  Hexagon: President - 12 Principal Associate - 58 Associate - 90 Engineer - 24 Admin/Graphics - 8
I&R	<b>Air Quality and GHG Assessment</b> , pursuant to the BAAQMD CEQA Guidelines, to evaluate the project's construction and operational criteria air pollutant emissions, as well as community health risk (page 33 of the proposal). The assessment will also estimate the project's GHG emissions and evaluate it against BAAQMD's CEQA Thresholds for Evaluating the Significance of Climate Impacts from Land Use Projects (page 34 of the proposal).	\$21,045	Air Quality and GHG Assessment: Principal - 4 Consultant - 30 Staff Consultant - 16

Subconsultant	Scope	Budget*	Staff Title & Hours
	<p><b>Noise and Vibration Assessment</b> to evaluate the increase in ambient noise levels from project-generated traffic at sensitive receptors and construction and vibration impacts on surrounding land uses (page 34 of the proposal)</p>		<p>Noise and Vibration Assessment: Principal - 4 Senior Consultant - 24 Technical/Admin Support - 18</p>
KMA	<p><b>HNA</b> to address the net impact on housing supply and housing need by income level and Menlo Park's share of net housing impacts, as well as qualitatively evaluate the project's potential influence on the regional housing market, consistent with the requirement of the City of East Palo Alto settlement agreement with the City of Menlo Park (page 34 of the proposal)</p>	\$31,465	<p>Senior Principal - 60 Analyst - 40 Admin - 4</p>
Optional Task			
A/HC	<p><b>Historic Resources Study</b> to evaluate the potential for the site/building to be historic, if determined to be required per the site-specific evaluation (page 33 of the proposal)</p>	\$5,730	<p>Principal - 4 Architectural Historian - 12 Historian - 24</p>

\* Subconsultant expenses include our standard 15 percent administrative fee.



## SCOPE OF WORK

### BACKGROUND

On Sept. 12, 2022, March Capital Fund applied to demolish an existing single-story building to construct a new eight story, 99 residential-unit development at 3705 Haven Avenue. 3705 Haven is an approximately 0.66-acre corner lot that fronts Haven Avenue on both sides.

The project is requesting to demolish the existing 10,355 square foot single-story commercial building to build an eight-story, 99 residential unit apartment development that would use the city's bonus level development allowance (increases in height, density and intensity) in exchange for community amenities and the density bonuses allowed through state and/or local density bonus laws. The proposed project would provide 15% of the total units, not including units allowed through state density bonus, as on-site affordable housing, all of which would be affordable to very low-income households. The eight-story multifamily building would be about 75,254 square feet in size and would have six floors of dwelling units, over a two-story parking garage, which would be 33,961 square feet in size with 99 covered parking spaces.

The project would demolish the existing single-story commercial building, and construct a new eight-story building with 99 residential units. The project would provide 15% below market rate units for very low-income households. The applicant is proposing to develop the proposed project using the City's bonus-level development allowance (increase in height, density and intensity) in exchange for community amenities. The applicant is also proposing to use the City and/or State density bonus allowances for increased density when BMR units are provided within a development project. Density bonuses would increase the density, residential floor area ratio, and height beyond those permitted by the bonus level allowances in the zoning ordinance in exchange for a community amenity.

The City has requested the preparation of an EIR and associated documentation for the aforementioned project.

The consultant will be required to determine whether this project has significant effects peculiar to the project that were not previously analyzed by the City's ConnectMenlo EIR.

### Transportation and Traffic Scope

The project site is occupied by an existing single-story commercial building. Potential impacts to the City's existing transportation system and traffic, including cumulative impacts, will represent a key item for consideration associated with the proposed project. The City understands that DJP will manage all parts of the EIR development, including selection and supervision of a qualified sub-consultant, if needed, to develop a transportation impact analysis (TIA). Consistent with Senate Bill 743, the project level TIA must evaluate the vehicle miles traveled (VMT) associated with the project for consistency with the City's VMT thresholds. While the EIR must use the VMT to assess potential transportation impacts and potential mitigation measures, the TIA must also continue to analyze level of service (LOS) under the City's TIA Guidelines at [menlopark.gov/tiaguidelines](http://menlopark.gov/tiaguidelines) to determine whether the proposed project follows the applicable general plan goals, policies and programs. Also, it is anticipated that the project will include a Transportation Demand Management (TDM) proposal. The consultant for the project is expected to peer

review the applicant's TDM proposal, which will need to be incorporated into the analyses prepared for the EIR. Figure 1 shows the project location, and Figure 2 provides a site plan showing the circulation.

Figure 1: 3705 Haven Avenue Project Location



Source: Google Maps, 2023

The following presents Kittelson & Associates, Inc.'s (KAI) understanding of the Project, and proposed scope of work for assisting in the completion of the TIA/Transportation Section that will meet the needs and requirements of the City of Menlo Park, Caltrans, as well as City/County Association of Governments of San Mateo County (C/CAG).

Figure 2: 3705 Haven Avenue Project Site Plan



Source: LDP Architecture, 11-18-2022

## TASK 1: VMT ASSESSMENT PER CEQA

### 1.1 PROJECT INITIATION

KAI will attend a kickoff meeting with City and DJP to coordinate the traffic analysis. This task includes initial discussions and refinements to the scope and ongoing project management for the duration of the study.

### 1.2 MEETINGS

KAI will attend up to three (3) meetings. These meetings can be project meetings to discuss the project, review interim products, and address any issues that may arise or public hearings. Additional meetings will be considered out-of-scope work and will be accommodated on a time-and-materials basis.

### 1.3 VMT ASSESSMENT

In accordance with SB-743, KAI will prepare a VMT assessment per City of Menlo Park VMT Guidelines. KAI will determine if this project screens out for VMT or if it has a significant VMT impact. KAI will review the land uses in the model Traffic Analysis Zone (TAZ) to ensure it adequately represents the Project for VMT. A current review indicates the project TAZ (2473) has a VMT/capita of 13.8, which is not 15% below the County average of 14.07, but is within a reasonable range of mitigation using a TDM plan. KAI will document the VMT assessment in a technical memo to the Prime and City for inclusion in the IS/Transportation Section.

### 1.4 TDM MITIGATION

If the project is impacted for VMT, then KAI will recommend a TDM plan as mitigation. The Applicant will be preparing this based on the net trip reduction necessary to reduce the impact to less than significant. Kittelson will review the applicants TDM plan for adequacy as part of this task.

### 1.5 CEQA SECTION DOCUMENTATION

KAI will document the VMT in the traffic report as described further under Task 2.

## TASK 2: LOCAL TRAFFIC IMPACT ANALYSIS

### 2.1 PROJECT DESCRIPTION

This section will include a brief description of the existing use on the Project site, the current land use, and a summary of the proposed Project. A graphic representation of the Project area and the planned location for the Project will be provided.

Data to be obtained from the City and/or DJP:

- Final Project description
- Final Project site plan
- Additional information relevant to the Project
- Recent traffic counts from prior studies from City (if available)
- Travel demand model files from the General Plan or more recent work conducted for Adams Court and/or Willow Village EIR
- Most current Menlo Park Traffic Analysis and VMT Guidelines
- VISTRO model containing the study intersections and the existing AM and PM signal timings for the signalized study intersections from the Adams Court or Willow Village EIR.
- A list of projects (under construction, approved but not yet constructed, proposed) to be included in the Near Term and Cumulative scenarios. The information provided by the City should include trip generation, trip distribution and trip assignment information for these approved projects.
- A list of roadway system improvements associated with the developments to be included in each of the Near Term and Cumulative scenarios.
- The City's parking requirement for the various land use types

## 2.2 DATA COLLECTION

Given Covid conditions, Kittelson will rely on a combination of new and recent traffic counts available from other studies. KAI proposes to analyze up to 10 intersections within the City of Menlo Park (note: these may be adjusted or paired down during scoping meetings with the City). The locations will be determined in consultation with City engineering staff. Most of the locations would likely have available pre-Covid counts that City will provide for further adjustment. Additional counts would require a cost amendment to collect.

An initial list of potential intersections includes:

1. Haven Avenue-Bayfront /Marsh Road
2. US 101 NB Ramps / Marsh Road
3. US 101 SB Ramps / Marsh Road
4. Scott Drive / Marsh Road
5. Bohannon Drive-Florence / Marsh Road
6. Bay Road / Marsh Road
7. Bayfront / Chrysler Drive
8. Bayfront / Chilco Street
9. Bayfront / Willow Road
10. Bayfront / University Avenue

The final list of intersections will be determined during the kickoff meeting with City staff.

Note: Traffic data collection will need to wait until September when schools are back in session.

## 2.3 EXISTING CONDITIONS

KAI will document the existing traffic, transit, bicycle, and pedestrian components of the transportation system within the study area. KAI staff will conduct a field visit during the AM and PM peak periods on a typical weekday in the immediate study area to observe:

- Traffic patterns and circulation in the site vicinity
- Study intersection lane geometrics
- Traffic control
- Pedestrian circulation and facilities/amenities
- Bicycle circulation and facilities/amenities
- Proximity of public transit service
- Sight distance issues at study intersections
- Potential access issues

## Roadway, Transit, Bicycle, Pedestrian

KAI will describe the existing roadway network, transit services, bicycle facilities and pedestrian facilities in the study area. KAI will also prepare the following figures:

- Map of all study intersections illustrating existing counts, existing lane configurations and signal control.
- Map of transit services within the study area;
- Map of bicycle facilities in the study area; and

## Intersections

KAI will determine and report the existing intersection level-of-service (LOS) conditions for up to ten (10) study intersections during the weekday AM and PM peak hours.

Study intersections will be analyzed using the VISTRO software package and the Highway Capacity Manual (HCM 2010 or HCM 6) Operations Methodology. It is assumed the City can provide the most updated Existing Year VISTRO model files from prior studies that would include the existing AM and PM signal timing information for all signalized study intersections.

The existing traffic volumes for all study intersections will be illustrated in a figure. The resultant LOS will be summarized in a table format, and to the extent relevant, they will be compared against the Existing LOS as reported in the ConnectMenlo General Plan (or more recent EIR's). For unsignalized intersections, the LOS will be reported for the worst approach movement. Signal warrant analysis will be performed for any unsignalized study intersections.

## Routes of Regional Significance – CMP Segments

If the proposed project generates more than 100 PM peak hour trips, then the proposed project will be subject to review by the San Mateo County Congestion Management Program (CMP) and its requirements. As such, KAI will evaluate the Routes of Regional Significance identified below.

KAI will perform segment based LOS analysis during the weekday AM and PM peak hours for the following CMP locations. However, the analysis associated with the CMP facilities will not be required if the Proposed Project does not generate more than 100 PM peak hour trips (to be determined):

## Arterials

1. SR 84 Bayfront Expressway
2. Marsh Road

## Freeways

1. US 101, North of Marsh Road
2. US 101, South of Marsh Road

## Freeway Ramps

1. US 101 ramps at Marsh Road

## 2.4 DEVELOPMENT OF NEAR TERM CONDITIONS

The Near Term Conditions (Existing plus Approved developments) will include traffic projections of all the approved but not yet constructed developments in the study area that the City will identify. Near Term Conditions will also include selected roadway system improvements associated with the approved developments. The Project site is assumed to remain as current conditions under the Near Term Conditions.

KAI will review whether the City's VISTRO model already includes development projects representing the near term condition. If not, then KAI will need to update the City VISTRO model with a list of relevant near term projects to be obtained from City staff.

Traffic projections for US 101 will be developed by adding traffic from the approved but not yet constructed developments to the existing traffic counts.

## Intersections

KAI will determine the intersection LOS analysis for the 10 study intersections during weekday AM and PM peak hours for the Near Term Conditions using the same methodology as presented under the Existing Conditions. KAI will perform signal warrant analysis for any unsignalized study intersections.

## 2.5 DEVELOPMENT OF CUMULATIVE NO PROJECT CONDITIONS

The Cumulative No Project Conditions will be represented by Year 2040 conditions which include traffic projections from all cumulative future development projects in the study area. The Cumulative No Project Conditions will also include roadway system improvements as identified in the ConnectMenlo General Plan and/or the recent studies for Adams Court or Willow Village. The Project site is assumed to remain as current conditions under the Cumulative No Project Conditions. This scope assumes that the majority of information on cumulative development is already included in the ConnectMenlo VISTRO model to be provided by the City.

Traffic projections for US 101 through San Mateo and Menlo Park will be developed from freeway forecasts using the City model.

## Intersections

KAI will determine the intersection LOS analysis for up to 10 study intersections during weekday AM and PM peak hours for the Cumulative No Project Conditions using the same methodology as presented under the Existing Conditions. KAI will perform signal warrant analysis for any unsignalized study intersections.

## 2.6 TRIP GENERATION

KAI will compute project trip generation using the latest Institute of Transportation Engineers (ITE) Trip Generation Manual 11th Edition. Kittelson will use the most appropriate land use category for the project, most likely a Mid-Rise or High-Rise Residential category.

### ITE Trip Generation Manual

KAI will use published trip generation rates in the Institute of Transportation Engineers (ITE) Trip Generation Manual 11th Edition to determine the total trip generation for the Project. This will be determined for the weekday Daily, AM, and PM peak hours. KAI will review both the average rates and fitted regression curve rates and use the most conservative for the analysis.

### Trip Generation Recommendations

KAI will prepare a Trip Generation Memorandum which summarizes the rates and total trips generated by the project for Daily, AM and PM peak hours. KAI will provide a recommended trip generation, including any TDM reductions for review by the City.

## 2.7 TRIP DISTRIBUTION, AND ASSIGNMENT

KAI will use the City model to obtain appropriate trip distribution percentages. The Project trips will then be distributed and assigned through the study intersections based on the approved trip distribution percentages using the VISTRO model.

## 2.8 PROJECT OPERATIONAL ANALYSIS

Traffic impacts or operational traffic deficiencies for the Project will be identified using City of Menlo Park General Plan and traffic impact guidelines.

### Intersections

KAI will document the significance criteria representing project Operational traffic deficiencies for intersections. KAI will then identify the transportation impacts associated with the Project. This assessment will document the proposed changes and potential impacts to intersection LOS for the study intersections. The LOS will be calculated and presented for the following scenarios:

- Existing
- Near Term
- Near Term plus Project Conditions
- Cumulative
- Cumulative plus Project Conditions

Impacts will only be identified for the plus project conditions. KAI will also prepare a signal warrant analysis for unsignalized study intersections.



All study intersections will be evaluated during the AM and PM peak hours using VISTRO software and the 2010 Highway Capacity Manual methodology or HCM 6th Edition (or more current HCM versions that the City may request). This traffic analysis will include estimates of average vehicle delays on all approaches. For any impact found to be significant, KAI will determine the traffic contribution from the proposed project. Any proposed operational improvements from other studies will be considered in the cumulative assessment.

## CMP Segments

If the proposed project generates more than 100 PM peak hour trips, then the proposed project will be subject to review by the San Mateo County Congestion Management Program (CMP) and its requirements. As such, KAI will evaluate the Routes of Regional Significance identified above. Evaluation of the CMP routes will be based on the most recently approved CMP Traffic Impact Analysis guidelines in the Land Use section of the CMP.

KAI will determine and report the Project's impacts to the CMP segments for the Near Term plus Project Conditions, and Cumulative plus Project Conditions.

KAI will identify Project generated impacts to the transportation network under the Existing plus Project Conditions, Near Term plus Project Conditions, and 2040 Cumulative plus Project Conditions. KAI, in consultation with the City, will determine if significant Project-generated impacts could be mitigated using measures approved in the Menlo Park City General Plan EIR, or if they would require additional mitigation, or if they could not be mitigated and would thus be considered significant and unavoidable.

## 2.9 OTHER TOPICS

### Congestion Management Program

Facilities under the City and County of San Mateo Association of Governments (C/CAG) Congestion Management Program (CMP) are required to be analyzed per C/CAG guidelines. KAI will analyze the intersections and/or freeway facilities that are part of the San Mateo County CMP network in the study area for all scenarios.

### Pedestrian and Bicycle Facilities

KAI will qualitatively discuss the Project's impacts to the pedestrian and bicycle network for the Existing plus Project, Near Term plus Project Conditions, and 2040 Cumulative plus Project Conditions. A figure illustrating any proposed improvements to the pedestrian and bicycle facilities will be prepared.

### Transit Facilities

KAI will qualitatively discuss the Project's impacts to the transit network for the Existing plus Project, Near Term plus Project Conditions, and 2040 Cumulative plus Project Conditions. A figure illustrating any proposed improvements to the transit facilities will be prepared.

## Parking Assessment

KAI will identify the City's parking requirement for the Project based on its land use type. KAI will also estimate the parking demand based on the Parking Generation (4th edition) reference published by the Institute of Transportation Engineers (ITE). A parking analysis will be performed by assessing the proposed number of parking spaces and comparing it to the City's parking requirement and the parking demand calculated using the ITE Parking Generation rates.

## Site Circulation

KAI will review the site circulation and identify any potential issues within the site, assuming the Project Sponsor would provide the site plan. EVA and truck turning templates will also be obtained from the applicant's architect and reviewed for adequate circulation.

## Emergency Access

KAI will review the site plan and the roadways surrounding the Project site to identify any potential issues for emergency vehicle access.

## Air Traffic

If necessary, KAI will assess the potential project impact to air traffic due to the increased number of trips generation by the Project. In addition, KAI will review site plans to determine if the height of any proposed building will interfere with flight operations at local airports.

## Construction

KAI will qualitatively discuss how the Project's Construction might impact off-site circulation due to increased truck traffic to and from the Project site. In addition, KAI will also qualitatively discuss the impact on transit, pedestrian, and bicycle facilities during Construction.

## C/CAG Transportation Demand Management Requirement

As part of the land use element of the CMP, all projects that generate 100 or more new trips during the AM or PM peak hour are required to implement TDM programs that have the capacity to reduce the demand for new peak-hour trips.

The City has a requirement that the proposed development implement a TDM plan that reduces peak hour trips by 20%. KAI will peer review the proposed TDM plan and determine if it adequately meets the 20% goal.

KAI will also make recommendations of how the City could monitor the effectiveness of TDM measures.

## 2.10 DOCUMENTATION

KAI will document all work assumptions, analysis procedures, findings, graphics, impacts and recommendations in an Administrative Draft traffic report. We understand that DJP will use the report to

develop the ADEIR Transportation Chapter. The Traffic report will be submitted for review and comments by City staff and the environmental consultant. The report will also include:

- Description of new or planned changes to the street system serving the site, including changes in driveway location and traffic control, if any
- Future Project Condition Volumes (ADTs, a.m. peak hour, p.m. peak hour)
- Project trip generation rates
- Project trip distribution
- Discussion of impact of project trips on study intersections
- Levels of service discussion and table for each study scenario
- Comparison table of Project Condition and Existing LOS along with average delay and percent increases at intersections
- Impacts of additional traffic volumes on city streets
- CMP analysis
- Intersection level of service calculation sheets (electronic format)

KAI has assumed preparation of one Administrative Draft Traffic Report and one Draft Traffic Report with applicable technical appendices. The appendix may include more detailed transportation analysis such as level of service calculations, technical memoranda that were developed as part of this proposal, and other supporting materials.

KAI will respond to one set of unified consolidated non-contradictory comments on each Administrative and Draft Reports and prepare a Final Report once public comments are received. The text, graphics and analysis will be modified as needed. KAI will provide both pdf and WORD versions of the Traffic Report to the environmental consultant, as well as intersection and roadway segment traffic data for use in air and noise analysis.

KAI will provide the EIR consultant with all traffic related data for noise, air quality and GHG analysis.

Should the comments require additional analysis or effort not anticipated, KAI may request a budget amendment.

- *Deliverable: Electronic Copy of Administrative Draft TIA (pdf, WORD)*
- *Deliverable: Electronic Copy of One Draft TIA (pdf, WORD)*
- *Deliverable: Electronic Copy of One Final TIA (pdf, WORD)*

Exclusions:

- All study scenarios will be evaluated based on existing intersection geometrics. Should significant impacts be determined with the proposed project development, mitigation measures which may include changes to the intersection geometrics will be recommended.
- Any material modifications to the site plan, driveway locations or project description once KAI has begun the traffic analysis may constitute a change in work scope and/or budget.
- Should analysis of additional phases, scenarios, intersections, or roadway segments be requested, or more than one Administrative Draft report, or additional meetings, then a modification to this scope and budget will be requested.
- Should additional time be necessary to prepare the Final EIR beyond the budgeted hours (as it is unknown how many comments or the level of effort that will be required to respond to Draft EIR comments) we will request additional budget at that time, and proceed only after receiving written authorization for additional services.
- Any services not explicitly identified above are excluded.



Fiona Phung  
David J Powers and Associates  
1871 The Alameda, Suite 200  
San José, CA 95126

April 10, 2023

## CULTURAL RESOURCES SENSITIVITY ANALYSIS FOR 3705 HAVEN AVENUE, MENLO PARK

### SCOPE OF WORK

Archaeological/Historical Consultants will prepare a cultural resources sensitivity analysis for the proposed redevelopment of 3705 Haven Avenue in Menlo Park. The existing commercial building on the property will be demolished and replaced with a 99-unit residential apartment building. The existing building was built circa 1960. To ensure that the project does not affect historical resources as defined in the CEQA Guidelines (14 CCR §15064.5), we will complete the following tasks:

- Record Search. A record search for previous studies and recorded cultural resources will be requested from the Northwest Information Center, Sonoma State University, Rohnert Park, to include the project area(s) and a ¼-mile radius around it.
- Sacred Lands File Search and AB52 Consultation. A Sacred Lands File search and tribal contact list will be requested from the California Native American Heritage Commission for the project area. A/HC will circulate consultation letters per AB52 on behalf of the City of Menlo Park.
- Archaeological Sensitivity Assessment. A qualified archaeologist will use historic ecological data, historic-era topographic and geological maps, and other reference material on the history of Menlo Park to analyze the sensitivity of the project area(s) for prehistoric or historic-era archaeological resources. If any part of the project area(s) appears sensitive, a map showing the areas of sensitivity will be produced.
- Optional Task: Historic Architectural Evaluation. The existing building on site appears to have been constructed circa 1960, and will be demolished as part of the project scope. A historic architectural evaluation is required by the CEQA Guidelines for any buildings over 45 years old. A qualified historian will review building permits, previous owners, Sanborn maps, city directories, newspapers, and other research sources to prepare a historic context statement for the property. A site visit to the property will provide the basis of a detailed architectural description. This information will be used to evaluate all buildings over 45 years old under the criteria of the California Register of Historical Resources, and California DPR 523 forms will be prepared for the property using the California Office of Historic Preservation's guidelines for recording historic resources.

The deliverable for this project will be a report that presents the results of the above tasks along with CEQA findings, maps and figures, and recommendations. Record search results will be appended to the report.

Date: 4/7/2023  
Proposal No.: 12223

Prepared For: Ms. Fiona Phung  
**DAVID J. POWERS & ASSOCIATES**  
1871 The Alameda, Suite 200  
San Jose, CA 95126

Re: Proposal for Phase I Environmental Site Assessment  
3705 Haven Avenue Ph I ESA  
3705 Haven Avenue  
Menlo Park, CA

Dear Ms. Phung:

Thank you for this opportunity to submit our proposal for the preparation of a Phase I Environmental Site Assessment (ESA). Our proposal is based on the information provided to date, conversations with you and our understanding of the proposed development.

### Project Background

The proposed project, located at 3705 Haven Avenue, would demolish an existing commercial building and construct an eight-story apartment building with 99 units on a 0.66-acre site. The project is proposing to use the City's bonus level development allowance and the density bonuses allowed through state and/or local density bonus laws. It would provide 15 percent of the total units (not including units allowed through state density bonus) as on-site affordable housing, all of which would be affordable to very low-income households.

This site (3695 and 3705 Haven Avenue) was historically part of a larger property (3695-3723 Haven Avenue) and is an open case on the CPS database. Because of volatile organic compound (VOC) impacts, a deed restriction was recorded in 1999 that prohibited residential development, among other provisions. Based on recent studies, the Water Board issued a variance in 2021 that now allows residential development and requires a revised risk management plan to be prepared and implemented.

### Purpose

The Scope of Work presented in this Agreement was prepared in general accordance with ASTM E1527-13 and E1527-21 titled, "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process" (ASTM Standard). The ASTM Standard is in general compliance with the Environmental Protection Agency (EPA) rule titled, "Standards and Practices for All Appropriate Inquiries; Final Rule" (AAI Rule). The purpose of this Phase I ESA is to strive to identify, to the extent feasible pursuant to the Scope of Work presented in the Agreement, Recognized Environmental Conditions<sup>1</sup>, Controlled Recognized Environmental

<sup>1</sup> Recognized Environmental Condition means 1) the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; 2) the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or 3) the presence of hazardous substances or

Conditions<sup>2</sup> or Historical Recognized Environmental Conditions<sup>3</sup> at the property. De minimis conditions are not Recognized Environmental Conditions. Although the 2021 standard (versus the 2013 standard) is not required to gain protection from CERCLA liability, we anticipate that lenders, private equity, investors, insurers, and other parties with a financial interest likely will require a Phase I ESA to incorporate the new ASTM E1527-21 requirements; the 2021 standard is considered good customary practice.

Sampling and analysis of on-site building materials, air, soil vapor, soil, or groundwater are not included in this Scope of Work.

---

## Project Team

Our team for your project will be managed by Ron L. Helm, C.E.G., whose contact information is shown below. Ron will be supported by various technical and administrative staff as required.

Project Manager	Ron L. Helm, C.E.G.
Email	rhelm@cornerstoneearth.com
Office	(408) 245-4600 x 101
Cell	(408) 747-7512

---

## Environmental Services

### Local Agency File Reviews

To obtain commonly known and reasonably ascertainable information on hazardous materials usage and to assist in evaluating the possible releases of hazardous materials at the site, readily available site files will be requested from the local building department and from the local agencies responsible for implementing California's Unified Hazardous Waste and Hazardous Materials Management regulatory program (Unified Program). The Unified Program is typically implemented by the local fire department and/or the county health department. These files will be reviewed if access is provided within the time constraints of the project schedule. Please note that these agencies often require a street address to conduct a file search. David J. Powers & Associates must provide the current and historical addresses to Cornerstone. Information contained in agency files often contains site history details needed to meet ASTM requirements, such as information regarding past occupants and owners of the site (and dates of ownership or occupancy), site uses, equipment installations (such as tanks and sumps), agency inspection records, wastewater discharge permits, etc.

### Regulatory Agency Database Review

Cornerstone will acquire a report from a firm specializing in the search of readily available federal, state, and local regulatory agency database records to help establish the presence and type of contamination incidents reported in the site vicinity. We will request a database search report that

---

petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment.

<sup>2</sup> A Recognized Environmental Condition that has been addressed to the satisfaction of the applicable regulatory agency with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls.

<sup>3</sup> A previous release of hazardous substances or petroleum products affecting the Site that has been addressed to the satisfaction of the applicable regulatory agency and meeting unrestricted use criteria established by the applicable regulatory agency without subjecting the Site to any controls.

follows the requirements of the ASTM Standard. Cornerstone will review the results of this database search and attempt to identify those facilities that appear likely to have significantly impacted the site based on our interpretation of the types of incidents, the locations of the reported incidents in relation to the site and the assumed groundwater flow direction. Cornerstone is not responsible for inaccuracies, omissions, or deficiencies in this database report.

### **Site History Review**

To help develop a history of the previous uses of the site and adjacent area, our study will include a review of the following sources, if they are readily available:

- 1) Aerial photographs
- 2) Topographic maps
- 3) City directories
- 4) Sanborn fire insurance maps

Please note that ASTM E1527 requires that obvious uses of the property be identified from the present back to the property's obvious first developed use or back to 1940, whichever is earlier. Review of historical sources at less than approximately five-year intervals is not required by ASTM E1527. If the specific use of the property appears unchanged over a period longer than five years, then it is not required by ASTM E1527 to research the use during that period. For example, if fire insurance maps show a structure on-site in 1912 and the next available historical resource is a 1935 aerial photograph that shows the same site features, then the period in between does not need to be researched. However, if site use appeared to have significantly changed from 1912 to 1935, then the lack of information would affect the ability of the environmental professional to provide an opinion on the likelihood of recognized environmental conditions on-site.

### **Site Hydrogeology**

Based on readily available public information (California's GeoTracker database and USGS topographic maps) and our local experience, we will prepare a brief summary of anticipated site hydrogeology, including approximate depth to ground water and flow direction. This information is useful in evaluating the potential for nearby hazardous material releases, if any, to significantly affect ground water quality beneath the site.

### **Site Reconnaissance**

Cornerstone staff will make one site visit to observe existing conditions and note readily observable indications of past or present activities that may have or could, in our opinion, cause significant site contamination. In addition, we will collect readily available information on current site usage. It is important that you provide us with site contact information, arrange permission for us to access the site, and provide a guide that is knowledgeable of site operations. Cornerstone staff will assess and observe those areas that are reasonably and readily accessible, clearly safe to observe, and do not require moving materials or structures that may limit our observations.

If made readily available at the time of this visit, our representative will review facility records, such as hazardous materials management plans and inventories, disposal records, and associated permits.

## **Site Vicinity Reconnaissance**

At the time of our site visit, our representative will conduct a brief drive-by survey of the adjacent properties to note the current land use and, to the extent readily observable, note facilities that appear likely to use, handle, or store significant quantities of hazardous materials. This reconnaissance will only be made from the site and public roadways.

## **Interviews**

Per ASTM guidance, a reasonable attempt will be made to interview the site owner and one key person of each tenant/occupant who is likely to have material knowledge regarding the potential for contamination at the property, if you provide the names and telephone numbers of those individuals to us. At sites with more than five tenants, we will make a reasonable attempt to interview a representative of the major occupants (if any) and other occupants whose operations appear likely to involve significant quantities of hazardous materials.

If contact information is provided by you, we will also attempt to interview past owners, operators, and occupants of the property who are likely to have material information regarding the potential for contamination at the property. Our ability to interview these persons is dependent on their availability, their willingness to discuss the site with us, and the time constraints of the project schedule. The interviews will be conducted in person or via an environmental questionnaire. If desired, we will provide the questionnaire to David J. Powers & Associates to forward to the above parties.

## **Report**

We will prepare a Phase I ESA report for the site presenting the results of the study, our conclusions, and recommendations. The report will include a vicinity map, site plan, and selected copies of the records obtained and reviewed. The conclusions and recommendations presented in the report will be based on our interpretation of the readily available information reviewed and the conditions observed. We will summarize the recognized environmental conditions, if any, derived from the readily observed site conditions and reasonable ascertainable information. We will attempt to identify and comment on significant data gaps that affect the ability to identify recognized environmental conditions.

Please note that the proposed scope of work does not provide a warranty that the presence, absence, or extent of contamination at the site will be identified. This Phase I ESA is a limited inquiry into the environmental condition of the site. It will be based on information readily available to Cornerstone and represent conditions observed by us at the site at the time of our study. This scope of work is not sufficient to document every potential source of environmental liability, if any, at the site.



April 6, 2023

Fiona Phung  
Project Manager  
David J. Powers & Associates, Inc.  
1871 The Alameda, Suite 200  
San José, CA 95126

VIA E-Mail: [fphung@davidjpowers.com](mailto:fphung@davidjpowers.com)

**SUBJECT: 3705 Haven Avenue, Menlo Park, CA –  
Proposal to Prepare the Noise and Air Quality Assessments**

Dear Fiona:

Thank you for inviting Illingworth & Rodkin, Inc. (I&R) to submit this proposal to prepare the air quality and noise assessments for the residential project proposed at 3705 Haven Avenue in Menlo Park, California. We understand that the project would demolish the approximately 10,355 SF commercial building and construct an eight-story, 99-unit residential building with 99 parking spaces on the first and second podium levels. The following scope of work and cost estimate is based on our previous experience with similar projects and the information provided.

**SCOPE OF WORK – AIR QUALITY and GHG**

Primary air quality issues associated with the project would be community risk impacts associated with project construction on existing nearby sensitive receptors. The California Environmental Quality Act (CEQA) Air Quality Guidelines updated by the Bay Area Air Quality Management District (BAAQMD) would be used to assess the air quality and greenhouse gas (GHG) impacts from the proposed project. In addition, the project is near existing sources of air pollution that could affect the new sensitive receptors introduced by the project. The following tasks would be conducted to address project air quality and GHG emissions:

1. **Evaluate Construction Activities.** Construction air quality impacts resulting from the project would be addressed by predicting construction period emissions (ROG, NOx, and PM). Emissions obtained from the online California Emissions Estimator Model Version 2022.1.1 (CalEEMod) would be used to develop construction period emission rates based on project-specific information.

2. **Evaluate Operational Activities.** Operational period emissions (ROG, NO<sub>x</sub>, and PM) and GHG emissions would be computed for the proposed project (assuming full build-out) using CalEEMod. Other default inputs for San Mateo County would be used unless project-specific data are available. Project daily trip generation and VMT rates would be needed from the project traffic consultant.
3. **Construction Community Risk Impacts.** The project is near sensitive receptors (e.g., residences), so a community risk assessment is proposed. This would involve dispersion modeling. Emissions obtained from CalEEMod would be used to develop construction period emission rates based on project-specific information. Dispersion modeling would be conducted using EPA's AERMOD model and hourly meteorological data from the most representative monitoring station. The construction dispersion modeling would account for the proposed phasing schedule. The cancer risks associated with modeled construction-period diesel particulate matter concentrations would be computed following the BAAQMD risk management policy guidance. The risks would be compared against BAAQMD CEQA thresholds (i.e., cancer risk, non-cancer hazards, and PM<sub>2.5</sub> concentration). Measures that may be necessary to reduce construction exhaust emissions or cancer risks would be identified.
4. **Cumulative Community Risk Impacts.** Permitted stationary source and highway screening data obtained from BAAQMD and traffic volumes obtained from the project's traffic consultant would be used to predict the cumulative community risk impacts at the maximally exposed individual. Local roadways with average daily traffic that exceeds 10,000 vehicles and stationary sources and highways with risks that do not screen out would need to be modeled.
5. **Non-CEQA Existing Community Risk Impacts Upon the Project.** The project would introduce new sensitive receptors to the area (i.e., new residents). Therefore, a community risk assessment of all existing toxic air containment (TAC) sources upon the new on-site sensitive receptors would be completed. This includes stationary (i.e., BAAQMD-permitted sources) and mobile sources (highway/local roadways).
6. **Evaluate GHG Impacts.** State, local, and City GHG plans and policies will be described. GHG impacts associated with the project would be assessed using the BAAQMD's current significance thresholds, which are qualitative in nature.
7. **Identify mitigation measures.** Reasonable and feasible mitigation measures to reduce any significant air quality or GHG impacts would be identified and evaluated. A list of reasonable and feasible dust control measures would be developed to reduce construction air quality impacts and, if necessary, measures to reduce construction community risk or GHG emissions to acceptable levels.

## SCOPE OF WORK – NOISE and VIBRATION

The primary noise- and vibration-related issues associated with the project would result from temporary project construction activities and permanent project operations. I&R would complete

the following tasks in the noise assessment:

1. **Quantify Existing Ambient Noise Levels.** The existing noise environment will be quantified through a noise monitoring survey. Noise levels would be measured over a continuous 24-hour period at two locations to quantify ambient noise levels. Short-term noise measurements would be made as necessary over periods of 10 to 15-minutes. Available General Plan noise data or other data supplied by the City will be reviewed in combination with I&R file data to establish ambient noise levels in the project vicinity.
2. **Calculate Future Noise Levels at Proposed Uses.** Based on the results of the noise measurements, future traffic volume projections, and the project site plan, noise levels would be calculated at noise sensitive receivers proposed at the project site.
3. **Calculate Project Operational Noise Levels.** I&R would calculate project-generated noise that could affect existing noise sensitive uses. This would include calculations of traffic noise increases based on the project's traffic study, noise from the project's mechanical system, and other features of the project.
4. **Calculate Construction Noise Levels.** Noise generated by the construction of the project would be estimated at nearby uses based on data contained in I&R files. Construction activities can generate substantial noise levels, especially during demolition and foundation work.
5. **Calculate Construction Vibration Levels.** Vibration may be a concern during demolition and construction depending on the proximity of the project to existing buildings, particularly sensitive historic buildings. Vibration levels expected from demolition and construction activities would be based on published data contained in I&R files.
6. **Assess Noise and Land Use Compatibility and Recommend Noise Control.** The future noise environment at the project site will be evaluated with respect to the noise standards established by the City of Menlo Park. If noise levels are calculated to exceed City guidelines, the general range of noise control treatments, including noise barriers and a range of Sound Transmission Class (STC) ratings for building elements would be established to reduce exterior and interior noise levels to acceptable levels. The detailed design and specification of noise control treatments (if required) would be completed under a separate agreement during the design phase of the project.
7. **Assess Noise and Vibration Impacts.** Noise impacts will be assessed pursuant to the requirements of the CEQA Guidelines. Noise and vibration levels will be compared to applicable State and local noise thresholds to identify any potential noise impacts at sensitive receptors in the area resulting from the proposed project.
8. **Identify Mitigation Measures.** We will recommend measures to mitigate any significant noise or vibration impacts that are identified.

## **DELIVEABLES**

The results of the analyses will be submitted in standard report format. The reports would include appropriate tables, graphics, results, and information regarding any proposed mitigation measures. Responses to administrative comments would be provided.



KEYSER MARSTON ASSOCIATES

April 10, 2023

**ADVISORS IN:**

REAL ESTATE  
AFFORDABLE HOUSING  
ECONOMIC DEVELOPMENT

Fiona Phung  
Project Manager

David J. Powers & Associates, Inc.  
1871 The Alameda, Suite 200  
San José, CA 95126

**BERKELEY**

A. JERRY KEYSER  
TIMOTHY C. KELLY  
DEBBIE M. KERN  
DAVID DOEZEMA

**LOS ANGELES**

KATHLEEN H. HEAD  
JAMES A. RABE  
GREGORY D. SOO-HOO  
KEVIN E. ENGSTROM  
JULIE L. ROMNEY  
TIM BRETZ

Re: Proposed Scope of Services to Prepare a Housing Needs Assessment for the  
3705 Haven Avenue Project

Dear Fiona:

Keyser Marston Associates, Inc. ("KMA") is pleased to present the enclosed proposed scope of services to prepare a Housing Needs Assessment ("HNA") for the City of Menlo Park addressing the proposed 3705 Haven Avenue Project ("Project"). The Project is a proposed 99-unit residential building that would replace an existing 10,355 square foot commercial building.

KMA is exceptionally well qualified to prepare the HNA for the Project based on our broad expertise preparing housing impact studies and project-specific housing needs analyses. Our HNA experience encompasses a wide range of projects in Menlo Park, including the following:

- Menlo Gateway
- Facebook Campus
- Facebook Campus Expansion Project
- Menlo Flats
- Menlo Portal
- Menlo Uptown
- 1350 Adams Court
- Commonwealth Building 3
- 111 Independence Drive
- Willow Village Master Plan Project
- 1075 O'Brien Drive

The enclosed HNA scope of services includes preparation of an HNA using a methodology generally consistent with prior HNAs prepared for the City. Please let me know if you have any questions or comments regarding this proposed scope of services.

Sincerely,

KEYSER MARSTON ASSOCIATES, INC.



David Doezema

Attachment A: Scope of Services

**Attachment A**  
**Scope of Services to Prepare a Housing Needs Assessment (HNA)**

---

The following scope of services is for preparation of a Housing Needs Assessment (HNA) addressing the proposed 3705 Haven development project ("Project"). The Project is proposed to include 99 residential units, amenities, and a leasing office and would replace an existing 10,355 square foot commercial building.

The HNA will address the following major housing-related topics:

- 1) Net impact on housing supply and housing need by income level considering:
  - a. Housing supply added by the Project;
  - b. Net impact on worker housing need from removal of the existing 10,355 square feet commercial building; and
  - c. Added worker housing need associated with off-site retail and other services to residents of the new 99 residential units.
- 2) Menlo Park share of net housing impacts; and
- 3) Qualitative evaluation of potential influence on the regional housing market that would address the potential effects on housing prices and rents from the addition of new housing supply and removal of existing employment space.

These housing-related impacts are not required to be analyzed under CEQA but may be of interest to decision-makers and/or the public in evaluating the merits of the Project. These analyses are being provided consistent with the terms of a 2017 settlement agreement with the City of East Palo Alto. The pertinent paragraph from the 2017 settlement agreement states the following:

*When the preparation of an EIR is required pursuant to this Agreement, concurrent with the preparation of the EIR, Menlo Park or East Palo Alto, whichever is the lead agency for the Development Project, will conduct a Housing Needs Assessment ("HNA"). The scope of the HNA will, to the extent possible, include an analysis of the multiplier effect for indirect and induced employment by that Development Project and its relationship to the regional housing market and displacement. Nothing in this section indicates an agreement that such an analysis is required by CEQA.*

### *Task 1 – Project Initiation and Data Collection*

The purpose of this task is to identify the availability of data necessary to complete the HNA, identify key analysis inputs and assumptions, and refine the approach to the assignment. As part of this task, KMA will:

- (1) Provide a list of data needs to complete the HNA.
- (2) Meet with City staff, its consultants, and the Project sponsor team to: (a) discuss data and analysis alternatives (b) review technical methodology and approach (c) discuss and agree on schedule.

### *Task 2 – Net impact on housing supply and housing need by income category*

KMA will quantify, by affordability level, the net impact on housing supply and housing demand associated with the Project. The analysis will address the following:

- a. *Housing Supply Addition by Income Level* – The 99 residential units to be added to the housing supply by the Project will be summarized based on the income level(s) applicable to the Below Market Rate (BMR) affordable units and the estimated income level(s) applicable to the market rate apartment units. The income level(s) for market rate rental units will be estimated based on the estimated market rents for the units.
- b. *Net Impact to Worker Housing Demand* – The net impact to worker housing demand will be based on the estimated net change in employment levels from removal of the existing commercial building and added employment associated with property management and maintenance of the new apartment units, combined with household size ratios developed from Census data. The net impact to housing demand by income level will be estimated using a methodology consistent with other recent HNAs prepared for the City. The analyses utilize a combination of Bureau of Labor Statistics, Census, and California Employment Development Department data to estimate the household incomes of workers.
- c. *Housing Demand for Off-site Jobs Supported by Residential* – Development of new residential units adds to the demand for services such as retail, restaurants, healthcare and education. KMA will prepare an analysis to estimate housing demand by income for workers associated with off-site services to residential units. The analysis will follow a series of steps linking the estimated incomes of residents living in the new units, their demand for goods and services, the number of jobs associated with providing these services, and the housing need by income level of the workers who fill those jobs. Multiplier effects will be considered as part of the analysis.



- d. *Net Housing Demand / Supply Effect* – The net housing supply / demand effects will be computed by combining the findings of the above analyses.

### *Task 3 – Menlo Park Share of Housing Supply / Demand Effects*

The prior task determines the total housing supply and demand effects irrespective of geography. In this task, the share of impacts occurring in Menlo Park is estimated. New housing units will be located in Menlo Park while the net change in worker housing need is distributed based upon the locations where workers live. Estimates will be based upon data on commute patterns available through the U.S. Census and could incorporate commute data for the existing commercial space, if available.

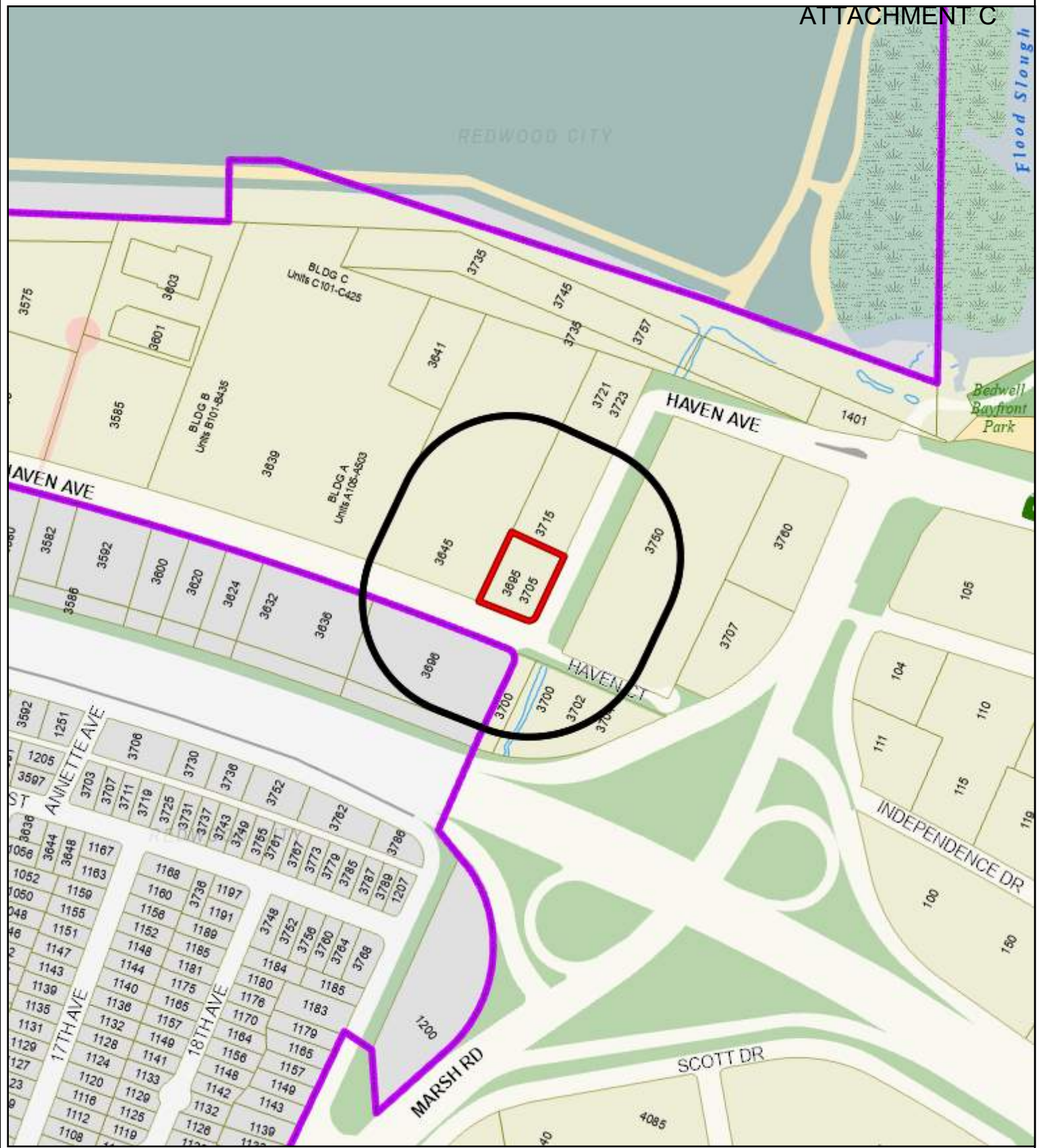
### *Task 4 – Relationship to Regional Housing Market and Displacement*

Lower income communities in the Bay Area have become increasingly vulnerable to displacement of existing residents. Employment growth, constrained housing production, and rising income inequality are among the factors that have contributed to increased displacement pressures, especially within lower income communities in locations accessible to employment centers where many households are housing-cost burdened.

In Task 4, KMA will draw on the findings of the prior tasks and context materials assembled for prior HNAs prepared for other projects to provide a qualitative evaluation of the potential housing market effects of the Project. The proposed qualitative discussion of housing market effects and displacement is more limited in scope than has been provided for past HNAs addressing solely non-residential projects. The Project is anticipated to result in a net increase in housing availability considering the net effect of the 99 new residential units and the removal of existing on-site jobs. As such, a limited qualitative approach to the displacement analysis task is proposed, generally consistent with prior HNAs for other primarily residential projects.

### *Task 5 – Report Preparation*

The methodology, data sources and results of the HNA will be documented in a written report. This scope assumes two draft versions of the report for review and one final report.



REDWOOD CITY

Flood Slough

Bedwell Bayfront Park

HAVEN AVE

HAVEN AVE

HAVEN ST

INDEPENDENCE DR

MARSH RD

SCOTT DR



City of Menlo Park  
Location Map  
3705 Haven Avenue





PROPOSAL

# Environmental Impact Report Preparation and Environmental Consultant Services

---

**CITY OF MENLO PARK**

MAY 1, 2023

853 Lincoln Way Suite 208 / Auburn, CA 95603 / 530.887.8500

# Cover Letter

May 1, 2023

Fahteen Khan  
 City of Menlo Park  
 701 Laurel Street  
 Menlo Park, California 94025

**Subject: Environmental Impact Report (EIR) Preparation and Environmental Consultant Services**

Dear Fahteen Kahn,

Dudek is excited for the opportunity to support the City of Menlo Park (City) by providing Environmental Impact Report (EIR) Preparation and Environmental Consultant Services to evaluate the proposed 3705 Haven Avenue residential project (proposed project). Dudek has performed hundreds of environmental review projects throughout California for more than 40 years. We have built a

formidable reputation for assisting local municipalities in effectively navigating California's ever-increasing regulatory maze with our team of experienced and enthusiastic California Environmental Quality Act (CEQA) practitioners and technical experts. We are committed to providing the highest-quality services to the City and will provide the City with the following advantages:

**CEQA Expertise.** We specialize in providing planning and environmental services to municipalities throughout the state. Dudek has one of California's most experienced teams for CEQA and National Environmental Policy Act (NEPA) document preparation, having prepared and processed more than 3,300 CEQA/NEPA documents for a variety of projects, including many complex, controversial projects in environmentally constrained areas.

**Responsive Leadership and Local Understanding.** We will manage this contract from our Auburn office, with support from our other Northern California offices. We have recent and current projects in several Bay Area jurisdictions, including the Cities of Menlo Park, Rohnert Park, San Francisco, Burlingame, Hayward, Palo Alto, and Pleasanton. Project Manager Katherine Waugh will lead the Dudek team and serve as the City's primary point of contact. She will be supported by technical leads with expertise in a wide range of disciplines to address the City's anticipated needs. Ms. Waugh has managed environmental review services for numerous Northern California agencies and municipalities over the past 23 years. From her prior local and regional experience, Ms. Waugh understands the key issues for the community, the City's policies, and regulations applicable to the proposed project, and the baseline environmental conditions in the project vicinity.

**Unmatched Technical Assets.** We involve the appropriate technical experts in each project to complete resource assessments and impact analyses so that the project record includes the substantial evidence necessary to comply with CEQA. Dudek has in-house specialists with expertise in biological and botanical resources, cultural and historic resources, air quality and noise, traffic and transportation, geographic information system (GIS) services, and regulatory compliance and permitting. Additionally, we are including BAE Urban Economics Inc. as a subconsultant to provide socioeconomic services for the project.

## CONTACT INFORMATION

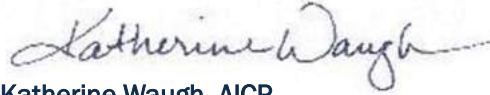
*Katherine Waugh, AICP*  
*Project Manager*  
 530.863.4642

We are excited about this opportunity to work with the City to facilitate a quick and seamless environmental review process for the project. Should you have any questions, please contact Ms. Waugh at 530.863.4642 or [kwaugh@dudek.com](mailto:kwaugh@dudek.com).

Sincerely,



**Joseph Monaco**  
President and CEO



**Katherine Waugh, AICP**  
Project Manager

*Joseph Monaco is authorized to sign on behalf of Dudek.*

# Table of Contents

## **SECTIONS**

Cover Letter.....	i
Project Team.....	1
Detailed Explanations .....	<b>Error! Bookmark not defined.</b>
Cost Estimate.....	31
Additional Components and Information.....	33
References.....	34
Recent EIR Examples .....	36
Disclosure Statement.....	37
Insurance .....	38
Diversity, Equity, and Inclusion.....	39
Appendix A – Resumes .....	40

## **TABLES**

1. Staff Qualifications .....	3
2. Project Schedule.....	29
3. References .....	34

## **FIGURES**

1. Organizational Chart.....	2
2. Sample Hydrogeologic Concept Model Graphic.....	33

## **APPENDIX**

A	Resumes
---	---------

## Project Team

The Dudek team provides a strong background of experience specifically applicable to the needs of the City of Menlo Park (City). **Figure 1** demonstrates our experience throughout Northern California. Katherine Waugh, AICP, will serve as the project manager and main point of contact for the proposed 3705 Haven Avenue Residential Project (project). Ms. Waugh has 23 years of experience with California Environmental Act (CEQA) compliance and has direct experience working with the City on Environmental Impact Reports (EIRs) for the 123 Independence Drive and 1005 O'Brien Drive/1320 Willow Road projects. **Figure 2** illustrates the organizational structure and lines of communication for the Dudek team, while **Table 1** lists staff roles, qualifications, and office location. Resumes for the staff selected for this project can be found in **Appendix A**. We will retain BAE Urban Economics Inc. (BAE) as a subconsultant to prepare the Housing Needs Assessment and we will subcontract with a City-approved traffic modeling consultant to modify and run the Menlo Park City Travel Demand Model. Otherwise, our in-house team will provide all necessary services for preparation of the EIR.

### BAE Urban Economics

BAE offers expertise to clients regarding the effects that projects will have on local housing needs. Their housing-needs assessments draw on their expertise in real estate market analysis, housing policy, and employment trends to determine the effect that new development will have on local housing needs and the capacity of the local housing market to absorb additional demand at each affordability level. BAE recently prepared housing needs assessments (HNAs) for the Cities of Los Angeles and Ventura as part of affordable-housing fee studies for each city, calculating the additional demand for housing that would arise from a range of employment-generating uses. In addition, BAE is awfully familiar with the economic environment in Menlo Park and the surrounding area through numerous economic consulting assignments completed for the City of Menlo Park, as well as East Palo Alto and other nearby jurisdictions.

Figure 1. Organizational Chart



**MANAGEMENT TEAM**

**Project Manager**  
Katherine Waugh, AICP

**Deputy Project Manager**  
Daniel Hoffman

**PROJECT TEAM**

<p><b>Transportation and Traffic</b> Dennis Pascua Mladen Popovic, AICP Sabita Tewani, AICP</p>	<p><b>Noise and Vibration</b> Michael Carr, INCE</p>	<p><b>Historic/Cultural Resources</b> Adam Giacinto, MA, RPA Ross Owen, MA, RPA Kathryn Haley, MA Fallin Steffen, MPS Erin Jones, MA</p>
<p><b>Air Quality / Greenhouse Gas Emissions</b> Ian McIntire</p>	<p><b>Population, Housing and Employment</b> Stephanie Hagar, MCP<sup>1</sup> Raymond Kennedy, MA<sup>1</sup></p>	
<p><b>CEQA/NEPA</b> Angelica Chiu Jessica Booth</p>	<p><b>Biological Resources</b> Matt Ricketts Emily Scricca</p>	

<sup>1</sup>BAE Urban Economics, Inc.



**Table 1. Staff Qualifications**

Staff Name and Role	Office Location	Qualifications
Katherine Waugh, AICP, <b>Project Manager</b>	Auburn	Senior planner with 23 years’ experience in CEQA compliance. Ms. Waugh is well-versed in ensuring preparation of defensible and thorough CEQA documents that effectively convey information to the public and decision makers. Ms. Waugh also has direct experience working with the City on various EIR projects.
Daniel Hoffman, <b>Deputy Project Manager</b>	Oakland	Environmental planner with 5 years’ professional experience, specializing in CEQA/NEPA compliance, planning, permitting, and construction management. Mr. Hoffman has worked as an environmental planner and contract city planner for several municipalities throughout Northern California, such as the Cities of Martinez, San Pablo, Vallejo, and Watsonville, and the Counties of Santa Clara and Sonoma.
<b>Transportation and Traffic</b>		
Dennis Pascua	Encinitas	Senior transportation planner and Dudek’s transportation services manager, with 28 years’ experience in transportation planning/engineering in California.
Mladen Popovic, AICP	Oakland	Transportation planner with 6 years’ experience, focusing on transportation impacts for a wide variety of projects. Mr. Popovic has utilized several types of transportation and design software including Synchro, Traffix, AutoTurn, and other technical programs, such as ArcGIS and AutoCAD.
Sabita Tewani, AICP	Encinitas	Transportation planner with 11 years’ experience in preparing transportation-related environmental documentation for land use, transportation, and construction projects and vehicle miles traveled (VMT) estimation requirements per Senate Bill (SB) 743 compliance for the updated California Environmental Quality Act (CEQA) Guidelines for transportation impact analyses.
<b>Air Quality / Greenhouse Gas Emissions</b>		
Ian McIntire	Sacramento	Air quality specialist with 8 years’ experience, specializing in the preparation of technical documents and analysis to evaluate air quality, health risks associated with air pollutants, greenhouse gas (GHG) emissions, and energy consumption and conservation for numerous development and redevelopment projects.
<b>CEQA</b>		
Angelica Chiu	Sacramento	Planning analyst with 4 years’ experience, specializing in CEQA document preparation and compliance and project coordination for clients throughout California. Ms. Chiu provides analytical support and project management assistance to senior staff for a variety of projects, including

**Table 1. Staff Qualifications**

Staff Name and Role	Office Location	Qualifications
		new residential, hotel, commercial, mixed-use, and warehouse developments.
Jessica Booth	Auburn	Environmental planner I with experience preparing impact analysis, responses to comments, public notices, and mitigation monitoring and reporting programs (MMRPs) for CEQA compliance documents.
<b>Noise and Vibration</b>		
Michael Carr, INCE	Auburn	Acoustician with 23 years' experience in acoustics and related industries, with an emphasis on environmental acoustics, noise, and vibration.
<b>Population, Housing, and Employment</b>		
Stephanie Hagar, MCP	Berkeley	Project Manager extensive experience with workforce and affordable housing studies, along with deep expertise in financial feasibility, fiscal impact, economic impact, and market studies. Stephanie has completed numerous workforce and affordable housing strategies, needs assessments, and policy studies.
Raymond Kennedy, MA	Berkeley	Project Manger 35 years' experience providing strong analytical and data management services. Ray has extensive experience in using the U.S. Census Public Use Microdata Sample data and the IMPLAN model in housing nexus analyses to develop more detailed and accurate income and household size distributions than those created based only on average wages by industry and occupation.
<b>Biological Resources</b>		
Matt Ricketts	Oakland	Senior biologist with 21 years' experience as a wildlife biologist and conservation planner specializing in biological resource inventories and documentation, special-status species surveys, federal Endangered Species Act (ESA)/California ESA compliance, and environmental impact analysis under CEQA.
Emily Scricca	Oakland	Wildlife biologist with 8 years' field experience providing biological resources assessment, impact analysis, and monitoring.
<b>Historic / Cultural Resources</b>		
Adam Giacinto, MA, RPA	Oakland	Archaeologist with 15 years' experience preparing cultural resource reports and site records and managing archaeological survey, evaluation, and data recovery-level investigations.
Ross Owen, MA, RPA	Auburn	Archaeologist with 5 years' experience conducting Phase I and II archaeological surveys.
Kathryn Haley, MA	Sacramento	Historic built environment resource specialist/architectural historian with 18 years' professional experience in

**Table 1. Staff Qualifications**

Staff Name and Role	Office Location	Qualifications
		historic/cultural resource management and CEQA compliance.
Fallin Steffen, MPS	Sacramento	Architectural historian with 6 years’ experience in historic preservation, architectural conservation, and cultural resource management.
Erin Jones, MA	Sacramento	Cultural resource manager with 2 years’ experience. Ms. Jones is an expert researcher and is adept at preparing historic context statements, evaluation of historic properties, and preparation of CEQA compliance documents.

## Statement of Availability

Dudek is committed to providing the services described in this proposal and meeting the City’s desired schedule. Our team members have the availability necessary to complete the tasks described in our Proposed Work Plan in a timely and efficient manner. The office locations of each staff member can be found in **Table 1**. All staff members, regardless of location, are willing and able to travel to the City when necessary to conduct site visits and participate in meetings. We have included a proposed schedule in this proposal but expect to review timelines with City staff, and potentially the project applicant, to ensure that critical processing deadlines are met. We will devote the necessary time and resources to the project to ensure successful completion and will engage in frequent communication with City staff to maintain project momentum and expeditiously resolve critical issues.

Dudek believes that the most effective project manager routinely initiates the continuous flow of project information, instructions, and guidance. Ms. Waugh will keep all project tasks on schedule and within budget and will maintain the highest level of quality for all deliverables. She will communicate project status updates with other members of the consultant team and with the City by doing the following:

- Establishing regular meetings with the City project manager to discuss project milestones, activities, and issues
- Holding regular project management meetings with key project staff (including our subconsultants) to coordinate work efforts, check on task completion, and review budget conformance
- Updating the project scope, schedule, work progress reports, and inventories of available data, as necessary, so all team members are aware of information that may affect their work products and schedules
- Coordinating with the City at strategic junctures for public input

## NIMBLE DECISION MAKING

Dudek’s organizational structure places clients at the top, with our project management directly supporting you. There is no middle management to slow decision-making processes or hinder your project progress. Project managers are well informed, practiced, and empowered to harness the full resources of our firm. Whether it’s a quick phone call or an additional scope element, our project managers can mobilize new approaches, resources, and team members quickly to meet your needs.

# Dudek Approach

## Project Understanding

The 3705 Haven Avenue Project proposed by March Capital Fund would demolish a single-story commercial building to construct a new eight-story, 99-unit residential development on a single lot that is approximately 0.66 acres and zoned Residential Mixed-Use Bonus (R-MU-B). The project would use the City's bonus-level development allowance (increases in height, density, and intensity) in exchange for community amenities and the density bonuses allowed under state law. The proposed project would provide 15% of the total units, not including units allowed through state density bonuses, as on-site affordable housing, all of which would be affordable to very-low-income households. The eight-story multifamily building would be about 75,254 square feet in size and would have six floors of dwelling units over a two-story parking garage, which would be 33,961 square feet in size with 99 covered parking spaces. The eighth floor would include six residential units and an accessible roof deck.

## Key Issues

The Dudek team has extensive experience preparing technical studies and CEQA compliance documents throughout the Bay Area, which is home to a diverse mix of urban, agricultural, and open space lands interspersed with sensitive waterways and natural habitat. Rapid population growth and development over the past three decades has impacted area infrastructure, wildlife, and open space.

In 2016, the City adopted updated General Plan Land Use and Circulation elements, called ConnectMenlo, and associated zoning ordinance updates. These actions provided for important redevelopment efforts in the Bayfront. Key issues addressed in ConnectMenlo include sustainability, support for existing neighborhoods, economic development, conservation, housing affordability, mobility, transportation options, and traffic congestion and management. The City is processing several applications for redevelopment in the Bayfront. The proposed project along with other recent and pending projects would result in exceeding the number of residential units projected to be developed under the ConnectMenlo EIR.

The City of East Palo Alto challenged the City's certification of the ConnectMenlo EIR, alleging that the EIR underestimated the amount of new employment and failed to adequately analyze the traffic impacts that would result from development under the General Plan Update. Under a 2017 settlement agreement between the cities of Menlo Park and East Palo Alto, the City is required to prepare an EIR for projects like this one that request bonus-level development within the R-MU-B zoning district of the Bayfront Area. The agreement establishes requirements for transportation impact analysis and mitigation and for preparation of an HNA.

## General Approach

Dudek approaches every CEQA compliance project with a focus on effective project management, conducting thorough research, developing detailed impact assessments and mitigation measures that are effective and feasible, ensuring that our analysis and findings are supported by substantial evidence and are clearly communicated to all stakeholders, and continuously building and maintaining the administrative record.

Dudek will prepare technical studies, peer review technical studies provided by the project applicant, and prepare the EIR and all required CEQA notices. Dudek's proposed scope of work identifies the tasks necessary to prepare a project-level EIR evaluating the proposed project. While this EIR cannot tier from the ConnectMenlo EIR or the Housing Element Subsequent EIR because there would be more residential units in the Bayfront Area than were evaluated in the ConnectMenlo EIR, relevant information and analysis in both of these programmatic EIRs will be incorporated by reference to help streamline EIR preparation and content. This approach will help control overall costs for the EIR and focus the public review and discussions on those resource areas where potentially significant impacts could occur.

Dudek is well-versed in the requirements of the City's settlement agreement with the City of East Palo Alto and our proposed work plan provides for BAE to prepare the required HNA and our in-house transportation team to prepare the required transportation impact analysis. Our CEQA analysts will develop a thorough analysis of the effects from the increasing number of residential units in the Bayfront area on public services and utilities, including addressing the environmental concerns that may be raised by the school district (including noise, safety, and air pollution health effects), and careful consideration of fire protection services, as well as water supply and wastewater treatment capacity.

## Proposed Work Plan

### **Task 1: Project Kickoff Meeting and Site Visit**

#### **Project Initiation**

Upon execution of the EIR contract, Dudek Project Manager Katherine Waugh and Deputy Project Manager Daniel Hoffman will attend a virtual project initiation meeting with City staff and the project applicant representatives, if invited by the City. This meeting will be critical to the ultimate success of the project, as it provides the project team an opportunity to discuss and review the scope of the project, formalize key project assumptions, and define important milestones and other success factors for the project. This meeting will also offer an opportunity to confirm document format requirements, points of contact, required progress report details, and any other logistical, technical, or procedural concerns. We approach every project with the understanding that attention on the front end of a project can save substantial time and costs in the long run.

Dudek will also conduct a site visit to observe and document existing conditions at the project site and in the project vicinity to support our preparation of the baseline conditions against which project impacts will be evaluated.

### **Task 2: City Documents Review and Data Collection**

The Dudek team will review available project description and environmental materials completed for the proposed project and will review applicable background and technical data for the project area, such as the ConnectMenlo General Plan and EIR, the Housing Element Update and Subsequent EIR, and the City's municipal code. From this review, Dudek will identify applicable policies and standards that will be cited in the EIR as portions of the regulatory framework governing impact analysis for this project.

Based on our review of project-specific and citywide documents, Dudek will prepare an information request to identify additional data and information needed to support preparation of the project description, technical studies, and EIR. Often, we will identify further data/information needs as we review the responses to the initial data needs request and conduct additional research regarding the project. If this occurs, Dudek will inform the City's project manager and will prepare and submit additional data/information requests.

## **Task 3: Preparation of CEQA Documents**

### **Project Description**

Under this task, Dudek will prepare a project description for use in the EIR. It will characterize the planning and environmental context for the project site and adjacent properties, including documenting the existing land uses and physical conditions in the area; provide a detailed description of the project components; and identify general construction logistics and schedule.

Figures will be included in the project description; however, during preparation of the first draft of the project description, only the general context figures (such as a map of the project location and aerial photograph of the project site) will be prepared. Figures based on the proposed project site plans will be prepared after those plans have been revised by the project applicant based on City staff comments.

The Draft project description will be submitted to the City and the project applicant for review and comment, and Dudek will revise the project description as necessary. We assume that Dudek will prepare no more than three versions of the project description (Draft, Revised, and Final). The approved project description will be used as the basis for all project analyses. Minor revisions to the project description are anticipated as part of the EIR process; however, major changes could substantially affect impact analyses. Any changes to the project description that require revisions to completed or in-progress tasks could represent additional costs not included in the proposed budget.

### **NOP and Scoping Meeting**

Dudek will prepare an NOP to initiate the EIR process. The NOP will provide a brief description of the project, discuss the potential environmental effects of the project, and describe the anticipated scope of the EIR. The EIR is expected to address all environmental topics raised in Appendix G of the CEQA Guidelines, with the exceptions of agricultural and forestry resources, mineral resources, and wildfire. Discussions supporting the exclusion of these topics from the EIR will be included in the NOP. In addition, the NOP will demonstrate that the project would have no impacts related to the individual initial study checklist item regarding the potential for the project to be exposed to safety hazards or excessive noise associated with proximity to an airport, and thus this item will also be focused out of the EIR.

Dudek will submit the Draft NOP to the City for review and will revise the document based on City comments. We assume that Dudek will prepare no more than three versions of the NOP (Draft, Revised, and Final). Dudek will provide the City with the final NOP and coordinate with the City to ensure appropriate document distribution. Dudek assumes the City will undertake distribution to local agencies and individuals and provide for publication of a notice of availability in the newspaper; Dudek will submit the document electronically to the State Clearinghouse.

Dudek will also coordinate with City staff to hold a public scoping meeting using an online meeting platform. At the meeting, Dudek will present an overview of the project and the anticipated scope of the EIR. Dudek will take meeting notes to document the public comments received. At the conclusion of the NOP review period, Dudek will prepare a scoping comment summary.

### **Additional CEQA Notices**

Dudek will prepare a Notice of Completion for submittal to the State Clearinghouse along with the NOP, Draft EIR, and Final EIR. Dudek will also prepare a Notice of Availability for the Draft EIR, and a Notice of Determination should the project be approved.

**Task 4: Project Management**

We prioritize project management and believe that a focused, well-managed effort on the part of the Dudek team will be key to achieving the City’s processing goals for the proposed project. Throughout the project, Ms. Waugh, with assistance from Mr. Hoffman, will be available to consult with City staff by telephone and email, with a goal of responding to emails within 24 hours. Ms. Waugh and Mr. Hoffman will also actively engage with all the Dudek team members and subconsultants to ensure all parties have consistent project information, are meeting project milestones, and are working within the agreed-upon scope of work and budget.

Ms. Waugh will attend up to four virtual meetings with City staff to review project status, document progress, comments on administrative drafts of documents, and other project issues. In preparation of these meetings, Dudek will prepare meeting agendas and minutes for City review and file. Ms. Waugh will also coordinate telephone conferences as necessary to keep the project moving forward. The budget for this task also provides for additional Dudek staff, such as Mr. Hoffman and technical experts, to participate in these meetings.

**Task 5: Technical Studies**

To support preparation of the EIR, Dudek’s in-house staff will prepare technical studies for air quality/greenhouse gases/energy; biological resources, cultural and historic resources, noise, and transportation. Should any of these studies be prepared by the project applicant, Dudek will instead peer review those studies and incorporate the analysis in the Draft EIR. In addition, Dudek’s subconsultant BAE will prepare a housing needs assessment.

**5.1: Air Quality, Greenhouse Gas, and Energy Consumption Modeling**

---

Dudek proposes to conduct modeling of the project’s air pollutant and greenhouse gas (GHG) emissions during construction and operation and use the resulting data to quantify the project’s energy consumption. Rather than prepare a separate technical memorandum, Dudek’s air quality specialists will directly prepare the EIR sections for these topics and prepare the modeling data documentation as a technical appendix to the EIR.

**Air Quality Assessment**

Dudek will prepare an assessment of the air quality impacts of the project using the significance thresholds in Appendix G of the CEQA Guidelines and the Bay Area Air Quality Management District (BAAQMD) emissions-based thresholds. After reviewing all available project materials, Dudek will prepare a request for any outstanding data needed to conduct the analysis. If precise information on a factor is not available from the City and/or applicant, Dudek will make every effort to quantify these items using the best available information for comparable data sources, but in all cases will consult first with the City and/or applicant.

Dudek will estimate construction emissions associated with implementation of the project using the California Emissions Estimation Model (CalEEMod). Short-term emissions resulting from construction will be based on scheduling information (e.g., overall construction duration, phasing, and phase timing) and probable construction activities (e.g., construction equipment type and quantity, workers, and haul trucks) developed by the applicant and/or standardized approaches. Dudek will evaluate the significance of the construction emissions based on the BAAQMD’s significance criteria.

CalEEMod will also be used to estimate project-generated operational criteria air pollutant emissions associated with mobile, energy, and area sources. Dudek will estimate mobile source emissions using the trip generation rates and additional necessary trip characteristics provided in the traffic report to be prepared for the project (if applicable). Energy and area sources will be based on CalEEMod default values or project specifics, as available. As the project site is currently occupied by office buildings that would be removed as part of project

implementation, we will estimate existing operational emissions, which will primarily be based on land use metrics and CalEEMod default values, to determine the net change in operational emissions. Dudek will then evaluate the significance of the operational emissions based on the BAAQMD significance criteria.

Dudek will qualitatively evaluate whether traffic associated with the proposed project could lead to potential exposure of sensitive receptors to substantial localized concentrations of carbon monoxide (CO hotspots). For budgetary purposes, it is assumed that no quantitative CO hotspot modeling will be required. In addition, Dudek will qualitatively evaluate health effects of criteria air pollutant emissions.

All Appendix G thresholds will also be evaluated, including the potential for the project to result in other emissions such as odors or to impede attainment of the current BAAQMD Clean Air Plan.

### **Construction Health Risk Assessment**

Because the project site is close to sensitive receptors (a preschool and residences including a retirement community and an assisted living facility) and construction of the project is anticipated to generate diesel particulate matter (DPM), which is a toxic air contaminant (TAC), Dudek recommends that a construction health risk assessment (HRA) be prepared to evaluate the potential impact of construction TACs on proximate sensitive receptors.

During construction, the primary TAC of concern would be DPM from heavy-duty trucks and any on-site off-road equipment. The HRA will be performed in accordance with the Office of Environmental Health Hazards Assessment's Air Toxics Hot Spots Program Guidance Manual for Preparation of Health Risk Assessments, and BAAQMD guidance. The dispersion of DPM and associated health risk impacts on sensitive receptors will be determined using the American Meteorological Society/U.S. Environmental Protection Agency Regulatory Model (AERMOD), the Hot Spots Analysis and Reporting Program Version 2 (HARP2), local meteorological data obtained from the BAAQMD, and the estimated annual average DPM emissions. The maximum cancer risks at the appropriate receptors (e.g., proximate sensitive receptors) will be estimated. The assessment will also include the estimated chronic (long-term) hazard indices due to non-cancer health effects associated with DPM. Per BAAQMD guidance, fine particulate matter (PM<sub>2.5</sub>), which can pose a localized health threat to sensitive receptors at relatively low concentrations, will also be estimated. If the health impacts exceed the thresholds of significance, we will suggest appropriate mitigation measures to reduce the health impacts. A summary of the methodology and results would be provided in the air quality assessment and detailed results will be provided in an appendix.

### **Roadway and Stationary Sources Health Risk Assessment Screening**

The project would locate sensitive receptors (residences) within 500 feet of Highway 101 and existing stationary sources, which are sources of TACs. Dudek will first use screening health risk values for Highway 101 and BAAQMD's screening stationary source tools. If these screening health risk values exceed applicable thresholds, Dudek could then perform a refined operational HRA using AERMOD and HARP2 under a separate scope and budget.

### **Optional Operational Health Risk Assessment**

Based on the nature of the project's land use and anticipated building height, an emergency generator may be required for fire protection. If stationary sources such as an emergency generator are included in the project, preparation of an operational HRA is recommended.

Sources of TACs during operations that would be assessed in the operational HRA would include stationary sources, such as the diesel-fueled emergency generator. The dispersion of TACs and their health risk impacts for



sensitive receptors proximate to the project will be modeled using a combination of AERMOD and the California Air Resources Board HARP2 programs, along with meteorological data provided by BAAQMD for the project area, the site plan to determine the location of the sources, and the estimated TAC emissions. As with the construction HRA, operational health impact calculations using HARP2 will be based on the Health Risk Assessment Guidance Manual, the maximum cancer risks, hazard indices, and PM2.5 concentrations (if emitted).

### **Energy Assessment**

Dudek will prepare an energy assessment for the project per Appendix G of the CEQA Guidelines. Based on Appendix G of the CEQA Guidelines, the impact analysis will assess if the project would (1) result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation, and (2) conflict with or obstruct a state or local plan for renewable energy or energy efficiency. The project will be assessed for construction and operational energy consumption, which will be quantified to the extent estimation methods and project specifics are available.

Project electricity and/or natural gas usage, as measured in kilowatt-hours and British thermal units, respectively, will be estimated based on project specifics; CalEEMod default values will be used, as appropriate, when project specifics are not available. Petroleum consumption will be estimated using CalEEMod and based on the same equipment and vehicle assumptions used in the air quality and GHG emissions analysis. The increase in energy will be presented and details of the analysis will be included in an appendix. Project elements that would reduce the project's energy demand during construction and operations will be identified in the analysis and quantified as available. Dudek assumes that the applicant or its representatives will provide a list of the project's energy conservation measures prior to initiating air quality and GHG emissions modeling, as the energy analysis will be prepared consistent with the emissions modeling assumptions.

### **Greenhouse Gas Emissions Assessment**

The GHG emissions assessment will include a brief description of global climate change and a summary of key applicable regulatory measures.

The City has adopted their 2030 Climate Action Plan, which was approved in April 2021. Dudek will discuss how the project complies with the City's Climate Action Plan, state regulations (Assembly Bill [AB] 32); Association of Bay Area Governments Plan Bay Area; and applicable laws and regulations that would increase energy efficiency, such as the California Building Code.

The BAAQMD recently adopted new GHG thresholds of significance (April 2022) that require projects to incorporate design elements that reduce GHG emissions (in lieu of a quantitative threshold) when a lead agency does not have a qualified Climate Action Plan to tier from. Specifically, for land use development projects to be less than significant they must include all-electric development, meet vehicle miles traveled (VMT) local/regional targets, and include electric vehicle charging consistent with California Green Building Standards Tier 2. Dudek assumes that the project will be able to rely on the BAAQMD's thresholds to determine significance. If after consultation with the City it is determined that an alternative threshold is required, Dudek will work with the City to determine an appropriate threshold. The budget for this task assumes that a qualitative standard would be used as an alternative, if needed.

Dudek will provide an estimate of GHG emissions from construction and operation of the project for informational purposes. CalEEMod will be used to estimate GHG emissions; model inputs will be based on the same assumptions used in the air quality analysis.

**5.2: Biological Resources Assessment**

---

Dudek will conduct a biological resources assessment to support preparation of the EIR. The assessment will involve the following key elements:

**Literature Review.** Dudek will conduct a literature review to identify known special-status plant and animal species occurrences in the project vicinity. The literature review will include a search of the California Department of Fish and Wildlife’s California Natural Diversity Database, U.S. Fish and Wildlife Service Information for Planning and Consultation database, and the California Native Plant Society’s Online Inventory of Rare and Endangered Plants. Dudek will also review technical studies and surveys from other projects in the vicinity, if available.

**Field Reconnaissance.** A Dudek biologist will conduct a half-day reconnaissance-level site visit to document existing biological resources (e.g., vegetation or land cover types, wildlife habitat) and assess the potential for special-status species to occur. No sensitive vegetation communities or jurisdictional aquatic resources (e.g., wetlands) are expected to occur because of the site’s existing use and urban location. Based on Dudek’s experience with similar projects in the area and a review of Google Earth aerial imagery, potential biological resources include trees and shrubs that provide habitat for nesting birds and tree-roosting bats, buildings that may provide habitat for roosting bats, and trees regulated under the City of Menlo Park’s Heritage Tree Ordinance. This scope of work does not include any focused surveys for special-status species or formal delineation of waters of the United States/state.

**Biological Resources Assessment Technical Memorandum.** Based on the results of the literature review and field reconnaissance tasks described above, Dudek will prepare a biological resources technical memorandum to support preparation of the Draft EIR. The memorandum will describe existing biological resources observed or potentially occurring including information on existing vegetation or land cover types, wildlife habitat, and special-status species occurrences and habitat suitability. Potential impacts will be identified by applying the standard environmental checklist questions for biological resources from the CEQA Guidelines to the project to establish an associated impact determination based on site-specific information and rationale that supports the impact determination. If any potentially significant impacts on biological resources are identified, Dudek will propose feasible mitigation measures to avoid, minimize, or compensate for such impacts. As necessary, Dudek will consult and coordinate with City staff and resource agency staff to develop mitigation measures to minimize or avoid project-related impacts and demonstrate how the proposed project will comply with local, state, and federal laws regarding protection of biological resources. This will include analysis of the proposed project’s compliance with the City’s Heritage Tree Ordinance. We assume that we will prepare no more than two drafts of the biological resources technical memorandum (Draft and Final).

**5.3: Cultural and Historic Resources Assessment**

---

This scope of work includes tasks to complete the inventory and evaluation of archaeological and historic built environment resources within the 3705 Haven Avenue Project area in conformance with CEQA and all applicable local municipal guidelines and regulations. The present scope assumes that the project does not have a federal nexus and that, therefore, regulatory compliance with Section 106 of the National Historic Preservation Act and the National Environmental Policy Act are not required.

The Archaeological Resources Inventory Letter Report will be independent of the Built Environment Inventory and Evaluation Report. The intent of separate reports is to provide a more direct consideration and review of archaeological and historic built environment resources in the environmental documents, as well as to protect the confidential and potentially sensitive nature of archaeological resources.

**Cultural Resources Assessment**

Dudek’s professionally qualified cultural resources staff will conduct technical work in support of the proposed residential project conformance with CEQA and all applicable local municipal guidelines and regulations.

The subject area appears to have been first developed with modern improvements after the extension of Haven Road north of what is now Highway 101 in the late 1940s, although Native American use of the area may have been intense prior to the historical period. Reports of this type include archival research, surface survey, and subsurface testing and evaluation by a qualified professional archaeologist. Dudek will complete the following tasks to prepare the cultural resources assessment.

**Records Search and Background Research.** Dudek will conduct a California Historical Resources Information Systems records search of a project area within at least a 0.5-mile radius from the project site at the Northwest Information Center, which houses cultural resource records for San Mateo County. The purpose of the records search is to identify any previously recorded cultural resources that may be located within the project area. Concurrently, Dudek will contact the Native American Heritage Commission (NAHC) and request a search of their Sacred Lands File, which is a list of properties important local Native American tribes. NAHC will also provide a list of locally affiliated tribes. In addition to a review of previously prepared site records and reports, the records search will also provide information on historical maps of the project area, ethnographies, the National Register of Historic Places, the California Register of Historical Resources, the California Historic Property Data File, Built Environment Resources Directory, and the lists of California State Historical Landmarks, California Points of Historical Interest, and Archaeological Determinations of Eligibility. Finally, a review of historical maps and aerials will be conducted to determine the history of land use and disturbance within the project area. Dudek assumes the direct fees for the Northwest Information Center records search will not exceed \$1,500.

**Field Survey.** A qualified Dudek archaeologist will conduct a field survey of all accessible land within the project area. The purpose of the reconnaissance will be to determine the presence/absence of prehistoric and/or historical period cultural resources. The survey will be guided by information from the background research as well as surface topography and soil characteristics that suggest the potential for archaeological remains.

**Subsurface Testing.** Based on the results of the background research and surface survey, a qualified Dudek archeologist may execute a combination of manual 0.25 by 0.5-meter shovel test pits and/or 10-centimeter-diameter auger probes to inspect subsurface deposits for cultural materials to a maximum of two probes. The purpose of the testing will be to determine the presence/absence of prehistoric and/or historical period cultural resources. It is assumed that approval of this approach and access to this exploratory testing will be provided by the client before implementation. Dudek assumes negative archaeological findings or very simple cultural resources (i.e., clearly not California Register of Historical Resources eligible based on cursory inspection) will be encountered. Dudek does not anticipate detailed documentation and/or formal evaluation of any inadvertent finds that are discovered as part of Task 2 or 3. Should potentially significant resources be identified, and they cannot be feasibly avoided, we will provide a new scope and cost to address the find consistent with compliance requirements. All excavated soil will be replaced but not compacted to engineering standards. Dudek assumes that testing can be completed in one standard workday.

**Archaeology Reporting.** Dudek will prepare an archaeological resources letter report that will summarize the results of the California Historical Resources Information Systems records search, NAHC Sacred Lands File results (if requested), and background research. The report will include a brief project description, regulatory framework, all sources consulted, research, findings, and recommendations for appropriate management. We assume no

more than one Draft and one Final version of the report will be required. It is anticipated that a Draft archaeological resources letter report will be provided within 6 weeks of authorization.

**Native American Coordination – AB 52 Support.** The project is subject to compliance with AB 52, which requires lead agencies to provide tribes who have requested notification with early notice of the project and, if requested, consultation to inform the CEQA process concerning Tribal Cultural Resources. AB 52 is a government-to-government process between the CEQA lead agency and California Native American tribes. If requested by the City, Dudek will assist with their Native American consultation obligations under AB 52. Assistance with these efforts might include providing Draft notification letters subject to the City’s approval and on City letterhead for dissemination to each of the tribal representatives who have previously contacted the City requesting project notification and, if desired by the City, any additional names provided by the NAHC.

**Built Environment Inventory and Evaluation**

Based on a preliminary review of the proposed project and the general project site, Dudek assumes that one property containing a building over the age of 45 years will require formal recordation and evaluation under applicable historic significance criteria. According to Parcel Quest (2023), the property located at 3705 Haven Avenue (Assessor’s Parcel Number 055-170-240) includes a commercial building that was completed in 1963. Because the building is over 45 years of age, recordation and evaluation are necessary to establish its historical significance and to determine whether the resource is a historical resource as defined under CEQA (14 CCR Section 15064.5). Dudek will, therefore, evaluate the property’s potential for significance under National Register of Historic Places, California Register of Historical Resources, and local criteria. The significance evaluations will inform Dudek’s analysis of the project’s effects on any historical resources identified within the project area. The scope of work for built environment tasks will include the following:

**Records Search Review and Background Research.** Dudek built environment cultural resources staff will review the California Historical Resources Information Systems records search that will be completed at the Northwest Information Center as part of the archaeological resource inventory task described above. The purpose of the records search is to identify any previously recorded historic built environment resources that may be located within or adjacent to the project site. As part of this task, Dudek will conduct background research to develop an appropriate historic context to evaluate the significance of any potential historical resources identified within the project study area. Dudek will also coordinate with local historical societies and advocacy groups/stakeholders who may have information on cultural resources within the project area, and their history. This coordination will include limited outreach via emails and phone calls concerning the project area and its historical associations. No follow-up phone calls, or in-person meetings are included in this task.

**Study Area Map and Survey.** Upon completion of the records search, Dudek will develop a study area map that will consider potential project-related direct and indirect effects on any identified historical resources within the study area. Following the delineation of the study area, Dudek will conduct an intensive-level field survey to record historic-era built resources in the study area. Dudek assumes no more than one property containing buildings older than 45 years of age will require survey. The survey will be conducted by a qualified cultural resources specialist working no more than one field day. Hours under this task include survey coordination, travel time, and photo processing. The built environment component of the survey will entail taking detailed notes and photographs. The survey will be limited to the recordation of the buildings and structures within the study area, as well as spatial relationships, landscaping, and observed alterations. We assume that the client will provide access to the property and that the built environment study area for the project will be limited to the proposed project site

boundary, and that adjacent properties have no potential to be impacted by the proposed project and will not require recordation or evaluation.

**Reporting.** Preliminary research indicates that the project site includes a commercial property completed in 1963. This property requires recordation and evaluation for historical significance in order to determine if the proposed project has the potential to impact historical resources, as defined by CEQA. As such Dudek assumes that the property will be recorded on one State of California Department of Parks and Recreation Series 523 Form (DPR form set) and will be evaluated in consideration of the National Register of Historic Places, California Register of Historical Resources, and local designation criteria and integrity requirements. As such, Dudek will prepare no more than one property significance evaluation for this project. The DPR form set will be appended to the applicable technical report described below. Should more than one property require evaluation and consideration as part of the project, a budget augment will be required.

Dudek will prepare a Built Environment Inventory and Evaluation Report that will summarize the results of the survey, research, and property significance evaluation. The report will discuss the proposed project descriptions, regulatory framework, all sources consulted, research and field methodology, and recommendations for appropriate management. Dudek assumes that the client will provide a description of the project prior to the commencement of this task. Based on preliminary review of the property and our understanding of the proposed project Dudek assumes that the CEQA finding for historical resources will be “no impact” and that no mitigation will be required. Should this assumption change over the course of completing technical work, Dudek reserves the right to revisit this scope and associated cost. We assume Dudek will prepare no more than two drafts of the report (Draft and Final). Should any additional resources be identified as a result of the survey requiring recordation and evaluation a budget augment may be required to address the resources.

**5.4: Noise Assessment**

---

Dudek will conduct a noise and vibration study of potential impacts to existing noise-sensitive and vibration-sensitive vicinity land uses (i.e., residential apartments and hotels) from project construction and operation. The impact analysis will reflect Appendix G of the CEQA Guidelines; specifically, whether a project would (1) result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies, and (2) result in generation of excessive groundborne vibration or groundborne noise levels. The site is not within 2 miles of an airport, so airport noise will not be evaluated in the assessment.

A residential apartment building is located within 25 feet of the western boundary of the project site, and other apartment structures are located within approximately 185 feet and 325 feet of the western project site boundary. A hotel is located on Independence Drive east of the project site, and several mobile home parks are aligned along the north side of East Bayshore Road within approximately 0.5 miles west of the project site. These land uses could be impacted by noise and vibration from project-related construction activities and operation and from project-related traffic.

A field noise study will be conducted to measure existing on- and off-site noise conditions. Short-term (i.e., 15–30 minutes) sound pressure level measurements will be conducted at up to four on-site and nearby noise-sensitive receiver locations, which are anticipated to include a location on Haven Avenue, Sleepy Hollow Lane, East Bayshore Road, and Independence Drive. Manual traffic counts of vehicles along the adjacent street segment will also be completed during the sound level measurements to calibrate the traffic noise model for use in characterizing the ambient community noise equivalent level. At Dudek’s discretion, a 24-hour sound pressure level measurement may be conducted at one of these four locations, or at another additional location.

Potential construction noise impacts at nearby noise-sensitive land uses will be evaluated using an equipment inventory and construction activity information provided by the project applicant or based upon construction equipment defaults for the development type and size from the CalEEMod model and by employing the Federal Highway Administration’s construction noise model. Potential impacts from construction-related vibration will be evaluated at vibration-sensitive locations using guidance and methodologies recommended by the Federal Transit Administration or the California Department of Transportation.

Long-term on-site operational noise from heating, ventilation, and air condition (HVAC) equipment and any other major exterior mechanical equipment will be evaluated at existing nearby noise-sensitive receivers and at the subject property boundaries. Conceptual information for the HVAC equipment is assumed to be provided by the applicant, including capacity and location of exterior equipment. If such information is not available, Dudek will identify representative equipment based upon the residential unit count.

Long-term (operational) noise effects from existing, future, and project-related vehicle trips along the nearby roadways adjacent to noise-sensitive uses (i.e., apartments, mobile homes, and hotel) will also be evaluated using the project’s traffic study and the Federal Highway Administration’s Traffic Noise Model (TNM) version 2.5. Anticipated roadway segments to be evaluated would include Haven Avenue, Sleepy Hollow Lane, East Bayshore Road, and Independence Drive.

The significance of noise and vibration impacts will be assessed based on the relevant City of Menlo Park, state, and federal thresholds. If significant impacts are identified, mitigation measures to reduce impacts to a less-than-significant level (where feasible) will be recommended. The regulatory background, existing noise environment, study methodology, results of the noise analysis, findings of potential effects, and mitigation measures (if needed) will be summarized in a noise technical memorandum, which will be suitable for incorporation as an appendix to the project’s CEQA environmental document. Attachments to the memorandum will include noise measurement data logs and modeling input, and results for construction, operational, and traffic noise.

**5.5: Transportation Impact Analysis**

---

Dudek’s in-house transportation planners and engineers will prepare the transportation impact analysis (TIA) for the proposed project. The project would demolish an existing, single-story commercial building and construct one new eight-story multifamily residential building with 99 dwelling units. Per trip generation rates from the Institute of Transportation Engineers (ITE) Trip Generation, 11th Edition (2021), the project would generate approximately 449 daily trips, 37 AM peak-hour trips, and 39 PM peak-hour trips. If the existing commercial building is occupied at the time existing traffic counts are collected, trip credits may be applied, and the project’s trip generation may be reduced.

The TIA will be prepared consistent with the requirements of the City’s Transportation Impact Analysis Guidelines (2020), the San Mateo County Congestion Management Program, the California Department of Transportation’s Transportation Impact Study Guide (where applicable), and Senate Bill 743 (SB 743) regarding VMT. The following scope of work has been prepared based on our recent experience in the City. Prior to the initiation of the TIA, Dudek will seek approval of the following work scope by the City. Should additional items be requested and/or refined, Dudek will amend the work scope and seek contract modification (if needed).

**Transportation Demand Management Plan**

In accordance with City Municipal Code Section 16.45.090, projects with a net new increase (or change in land use) of 10,000 square feet of gross floor area will be required to develop a transportation demand management

(TDM) plan to reduce at least 20% of net new vehicular trips. Dudek will review the TDM plan provided by the applicant to determine whether the 20% reduction is achievable. If it is determined to be achievable, the VMT and level of service (LOS) analyses, described below, will include a 20% project trip generation reduction to reflect the proposed TDM plan. If the VMT analysis (described below) demonstrates that a TDM reduction of more than 20% is required, Dudek will work with the City and applicant to determine appropriate measures to meet the required reduction to mitigate VMT impacts.

### **Vehicle Miles Traveled Analysis**

The City's TIA guidelines are largely based on the State Office and Planning Research Technical Advisory (2018). Projects that have certain characteristics are exempted from further VMT analysis based on VMT exemption criteria. It is presumed that the proposed project cannot be screened out from further VMT analysis as it is not within a low-VMT area, nor within 0.5 miles of an existing "major transit stop" or "high-quality transit corridor."

For purposes of this scope of work, it is assumed that the VMT analysis will be needed and will be confirmed with the City. The VMT analysis will be prepared using the City's travel demand model because the City/County Association of Governments of San Mateo County VMT Estimation Tool does not provide residential VMT results for the project's traffic analysis zone and parcel number. Dudek will subcontract with a City-approved traffic modeling consultant to modify and run the Menlo Park City Travel Demand Model. Our budget includes the subcontracted VMT modeling (\$12,000 for VMT modeling and forecast traffic volumes for the LOS analysis discussed below), which is consistent with current VMT modeling estimates in the Bay Area. We expect that the traffic modeling consultant will be either Hexagon Transportation Consultants, Fehr & Peers, or Kittleson & Associates. The VMT estimate of the project will be determined for the per capita and service population variables. Then, the regional baseline VMT estimate for the study area (extent to be determined by the City) for those same variables will also be provided from the travel demand model. Dudek will analyze that data using the City's VMT thresholds.

If a significant VMT impact is found, Dudek will identify feasible mitigation measures that could avoid or reduce the impact. TDM strategies to mitigate VMT will be utilized from the project's proposed TDM plan and/or document Quantifying Greenhouse Gas Mitigation Measures (August 2010) prepared by California Air Pollution Control Officers Association. Dudek will utilize the reduction factors provided to quantify, wherever possible, the effect of applicable TDM strategies on VMT reduction of single occupant vehicle trips. It should be noted that the reduction of VMT for some of the measures is qualitative; therefore, the mitigation measures will include both quantitative and qualitative significance after mitigation analysis.

### **Level of Service Analysis**

Dudek will also conduct a LOS analysis of the surrounding street network per the City's TIA guidelines and the San Mateo County Congestion Management Program. For purposes of this scope, up to two roadway segments and four intersections will be analyzed. Dudek will confirm the study area and specific analysis locations with City prior to initiation of the TIA. Dudek will work with the City to obtain recent traffic counts for the study area roadway segments and intersections. Traffic counts may come from and be consistent with the traffic studies being prepared for on-going projects in the City.

### **OPTIONAL TASK 1**

As an optional task, at the direction of the City, new weekday daily roadway segment and AM (7:00 a.m.–10:00 a.m.) and PM (4:00 a.m.–7:00 p.m.) peak hour intersection counts will be collected at the study area locations. Traffic counts will be collected during a typical weekday of a non-holiday week. The peak hour traffic counts will

include bicycle and pedestrian volumes at the study intersections. Costs for this optional task are shown as a separate line item in our proposed budget.

### **Level of Service**

Intersection and roadway-segment LOS analyses will be prepared for the weekday daily, AM, and PM peak hours at the study area locations listed above for the following analysis scenarios:

- Existing condition
- Near-term base condition
- Near-term plus project condition
- Cumulative (including all future potential development by year 2040)
- Cumulative plus project traffic condition

The LOS analyses will be prepared consistent with the required analysis methodology of the City, which is the Highway Capacity Manual methodology using VISTRO traffic analysis software, which is currently being used on other projects under review by the City's Transportation Division. Project trip generation estimates will be based on trip rates on ITE's Trip Generation, 11th Edition (2021). The project's trip generation, distribution, and assignment will be approved by the City prior to completion of the traffic analysis.

For the near-term conditions, cumulative projects' traffic volumes will be based on a list of cumulative projects provided by the City. Dudek will also request approved and pending project lists (and traffic volumes and/or studies) from the City of East Palo Alto. Dudek will contract with Hexagon to obtain the post-processed near-term and cumulative traffic volumes from the City's travel demand model. Our budget includes the subcontracted travel demand modeling for forecast cumulative traffic volumes (\$12,000 for post-processed forecast traffic volumes and VMT modeling discussed above and expected to be prepared by either Hexagon Transportation Consultants, Fehr & Peers, or Kittleson & Associates).

### **Transit, Pedestrian and Bicycle Facilities, and Project Access**

Dudek will also qualitatively analyze the transit, pedestrian, and bicycle facilities that serve the project site. Project access and on-site circulation will be based on the City's Standard Plans/Drawings for access and on-site circulation design requirements. Vehicular queuing at the project's driveway will be analyzed for adequacy based on the 95th percentile (design) queues.

For any significant project traffic impacts found, Dudek will determine appropriate and feasible mitigation measures to offset significant project impacts.

### **TIA Document**

The methodologies, assumptions, analyses, findings, and mitigation measures (if any) will be summarized in a TIA report. All necessary tables, figures, and appendices will be provided in the TIA. A Draft TIA will be submitted to the City for review. This scope assumes two rounds of consolidated review by the City. Once comments are received from the City, Dudek will prepare a Final TIA for use in the project's CEQA document.



**5.6: Housing Needs Assessment**

---

Dudek will retain BAE to prepare an HNA for the proposed project. Under the terms of the 2017 settlement agreement between the City of Menlo Park and the City of East Palo Alto, an HNA is required because the project requests a density bonus from the City. The settlement agreement requires the HNA to include an analysis of the multiplier effect for indirect and induced employment associated with the project and its relationship to the regional housing market and displacement.

To accomplish this, the analysis will include background analysis of the local and regional housing market context, identification of the proposed project’s net impact on housing supply and demand across income levels, estimation of the impacts felt within the City, and an evaluation of the broader impacts on the balance of supply and demand within the regional housing market. The latter will include a qualitative assessment of the potential for displacement of lower-income residents within the local area. The following is a detailed description of the tasks and methodology that will be used to complete the HNA.

**Project Start-Up and Background Data Collection**

To set the stage for the impact analysis, BAE will collect and analyze background data on demographic and housing market characteristics in Menlo Park and the wider region. Data collected will include information on household income levels, housing cost burden, overcrowding, renter and owner occupancy rates, residential rents and sale prices, typical residential turnover rates, recent residential construction activity, recent employment growth, projected household growth, and projected employment growth. This analysis will provide data on the City and the San Mateo County/Santa Clara County region of the Bay Area. If available from the City, BAE will also analyze data on the number and type of units in the City’s residential development pipeline. This analysis will include a qualitative assessment of the extent to which the background data indicate displacement risk for existing residents in the local area (e.g., the City and East Palo Alto).

**Net Impact on Housing Supply and Demand by Income Level**

To serve as the basis for the impact assessment, BAE will estimate the net impacts of the proposed project on housing supply and demand by income level.

**Net Direct Change in Worker Housing Demand.** BAE will summarize the direct net impacts of the proposed project on jobs, including the potential reduction of jobs due to removal of the existing building and the limited number of new jobs supporting the new residential development. BAE will associate these job changes with the relevant industry sectors.

**Indirect and Induced Job Impacts and Related Regional Worker Housing Demand.** BAE will use the IMPLAN economic model to estimate the indirect and induced job impacts on housing demand associated with the changes in land use at the project site.

One component of the impacts related to the estimated changes is the number of jobs at the project (i.e., direct employment) and any indirect and induced jobs by relevant industry sector. The other component is induced impacts resulting from the expenditures of the new residents of the project. These two components will serve as inputs for the IMPLAN model to estimate the indirect and induced jobs that the proposed project will support within the San Mateo/Santa Clara County region. BAE will then estimate the direct, indirect, and induced housing unit need associated with the project’s total (direct, indirect, induced) net employment change by dividing the number of direct, indirect, and induced jobs by the average number of workers per worker household by income level in the two-county housing market. BAE will estimate the household income distribution for the new worker

households generated by the direct, indirect, and induced employment from the proposed project based on the household income distribution among existing workers in each relevant industry sector using the most recently available U.S. Census American Community Survey Public Use Microdata Sample data.

**Net Housing Demand/Supply Effect.** BAE will aggregate the direct, indirect, and induced impact calculations from the preceding subtasks to produce a summary table that identifies the total estimated change in housing demand (units) by income level associated with the proposed project.

**Menlo Park Share of Housing Impacts**

BAE will estimate the share of new direct, indirect, and induced housing demand that will be located in the City and East Palo Alto based primarily on existing commute patterns, though this effort will also include a sensitivity analysis to estimate the housing demand in the City and East Palo Alto if housing demand among new workers differs somewhat from housing demand as indicated by existing commute patterns.

**Analysis of Impacts on Local and Subregional Housing Market**

Based on the findings from the research and analysis described above, BAE will provide an assessment of the potential relationship between the proposed project, the regional housing market, jobs–housing balance, and displacement. This will include a qualitative analysis of the potential impacts of the proposed project on residential rents and sale prices and the potential that the proposed project will lead to the displacement of existing local area residents.

**Draft and Final Reports**

BAE will prepare a Draft report that summarizes the approach to the HNA and presents the research, analysis, and findings. Following submittal of the Draft report, BAE staff will be available to discuss the Draft report with City staff by teleconference and answer any questions. Upon receipt of a single, consolidated set of City staff comments on the Draft report, BAE will revise the report as appropriate and prepare a Final report for the City’s use and incorporation in the EIR. BAE assumes preparation of no more than two versions of the HNA (Draft and Final). BAE will submit all report drafts in electronic format (Microsoft Word and/or Adobe PDF).

**Responses to Public Comments**

BAE anticipates assisting the City and Dudek in preparing responses to housing impact-related comments received during the public review period for the project’s Draft EIR.

**Task 6: Attend and Present at Planning Commission and City Council Meetings**

Dudek staff will attend up to four public meetings, including:

- One Planning Commission Scoping meeting
- One Planning Commission or City Council meeting to review and receive comments on the Draft EIR
- Two Planning Commission and/or City Council meetings to review and consider certification of the Final EIR

At each meeting, Dudek will present project information, analysis, findings, and recommendations in the environmental document.

**Task 7: Administrative Draft EIR**

Dudek will prepare the Administrative Draft EIR (ADEIR) pursuant to the requirements of the CEQA Statutes, CEQA Guidelines, CEQA case law, and City policies and standards. It will consist of the following sections, each of which is described further in the following discussions:

1. Introduction
2. Executive Summary
3. Project Description
4. Aesthetics
5. Air Quality
6. Biological Resources
7. Cultural Resources
8. Geology and Soils
9. Greenhouse Gas Emissions
10. Energy
11. Hazards and Hazardous Materials
12. Hydrology and Water Quality
13. Land Use and Planning
14. Noise
15. Population, Employment, and Housing
16. Public Services and Recreation
17. Transportation
18. Tribal Cultural Resources
19. Utilities and Service Systems
20. CEQA-mandated sections: Growth-Inducing Effects, Irreversible Environmental Effects
21. Alternatives to the Proposed Project
22. Preparers and References

Each of the environmental analysis sections will contain the following: Environmental Setting, Regulatory Framework, Impacts, and Mitigation Measures. Each section will include a description of the baseline conditions of the project site and vicinity as they relate to the environmental resource being evaluated and the changes to those conditions that would result from the proposed project.

The thresholds of significance for impacts to the subject resources will be defined based on applicable city, state, and federal policies, regulations, and standards. The impacts analysis in each section will include specific consideration of cumulative impacts. For the cumulative impacts analysis, the geographic area in which cumulative impacts may occur will be defined, the cumulative development scenario within that area will be identified, the potential for significant impacts to occur under the cumulative development scenario and the project’s contribution to those impacts will be evaluated, and a determination of the significance of the project’s contribution will be made. Relevant information and analysis from the ConnectMenlo EIR and the Housing Element Subsequent EIR will be incorporated by reference to help streamline EIR preparation and content.

## **Introduction and Executive Summary**

The introduction will describe the CEQA process as implemented by the City for the project and identify steps taken by the City to comply with relevant requirements (e.g., public scoping and notification). The executive summary will summarize the conclusions made in the EIR, presenting all potentially significant impacts and associated mitigation measures in a matrix format.

## **Project Description**

The project description will be prepared under Task 1. Final revisions to the project description will be made as part of preparation of the ADEIR.

## **Aesthetics**

The project would replace an existing single-story commercial building with an eight-story multifamily residential building. The aesthetics section will evaluate the change in visual character and views of the site associated with the proposed redevelopment. This will include comparing building scale, massing, and height with the existing building; describing building design elements, materials, and colors, with particular focus on the pedestrian experience through and around the site; describing proposed landscaping; and characterizing potential changes in light and glare. The change in visual character is subjective; therefore, the analysis will focus on the degree to which the project will change the existing visual character of the site and evaluate if it would be substantially different from the site's current visual character, as well as the project's compliance with the City's adopted design guidelines and standards.

Should it be determined that a shadow study is required, this section will describe the methodology, thresholds of significance, and findings of that study. Dudek is qualified to prepare a shadow study if necessary; this would be conducted subject to approval of an additional scope of work and budget. We assume that a shadow study would determine potential effects resulting from redevelopment of the project site as it relates to new shadows cast onto nearby shadow-sensitive land uses, such as the existing residences west of the project site, whose occupants have expectations for direct sunlight and warmth from the sun. The project would replace an existing single-story commercial building with an 8-story residential building, which could cast much larger shadows on neighboring properties.

Information referenced to evaluate visual effects of the proposed project will include a site visit and photo documentation of existing conditions; proposed site plans and design elements; information from the ConnectMenlo EIR and Housing Element Subsequent EIR, the Menlo Park Municipal Code, and development standards applicable to the site. The significance of visual changes will be based, to the extent feasible, on conformance with the City's policies and regulations that pertain to community character, building and site design, and light.

## **Air Quality**

As described in Task 5.1, Dudek will prepare the air quality section based on the results of air quality modeling and the analysis of the significance of air pollutant emissions based on the significance thresholds in Appendix G of the CEQA Guidelines and the BAAQMD emissions-based thresholds. Local and regional climate, meteorology, and topography as they affect the accumulation or dispersal of air pollutants will be presented, and current air quality conditions and recent trends in the San Francisco Bay Area Air Basin and project area will be described on the basis of the California Air Resources Board and the U.S. Environmental Protection Agency annual air quality

monitoring data summaries. Federal, state, and local regulatory agencies responsible for air quality management will be identified, and applicable federal, state, and local air quality policies, regulations, and standards will be summarized. Details of the analysis (e.g., daily emission calculations) will be included in an appendix to the EIR.

### **Biological Resources**

Dudek will prepare the biological resources section of the EIR based on data presented in the biological technical report prepared under Task 5.2. The EIR will summarize the existing resources within the proposed project site; identify applicable City, state, and federal regulations; identify and evaluate all potentially significant direct and indirect impacts to the natural environment on site and off site; and recommend mitigation measures specific to each impact.

As necessary, Dudek will consult and coordinate with City staff and state and federal resource agencies to develop mitigation measures to minimize or avoid project-related impacts to biological resources and demonstrate how the proposed project will comply with local, state, and federal laws regarding protection of biological resources. This will include analysis of the proposed project's compliance with the City's Heritage Tree Ordinance.

### **Cultural Resources**

The cultural resources section will report on the research and findings of cultural resources technical reports, as described in Task 5.3. This will include summarizing the ethnographic history of the project region, describing resources known to occur within or adjacent to the project site, and assessing the project's impacts on those resources.

### **Energy**

This section will be prepared as described in Task 5.1. The analysis will identify the types and amounts of energy that could be consumed during project construction and operation based on the CalEEMod modeling and will evaluate whether this energy consumption would be significant based on the criteria in Appendix G of the CEQA Guidelines. Project elements that would reduce the project's energy demand during construction and operations will be identified in the analysis and quantified as available. Dudek assumes that the project applicant will provide a list of the project's energy conservation measures prior to initiating air quality and GHG emissions modeling.

### **Greenhouse Gas Emissions**

Dudek will prepare the GHG emissions section of the EIR as described in Task 5.1. The analysis will identify the amounts of GHG emissions associated with project construction and operation based on CalEEMod modeling and will evaluate whether these emissions would be significant based on the BAAQMD thresholds. The modeling data (e.g., annual GHG emission calculations) will be included in an appendix.

### **Geology and Soils**

For the geology and soils section of the EIR, we assume the project applicant will provide a geotechnical report. Dudek will use information from that report as well as the ConnectMenlo EIR, the Housing Element Subsequent EIR; the Open Space/Conservation, Noise, and Safety Element of the General Plan; and published geologic maps and reports from the California Geological Survey and U.S. Geological Survey.

Dudek will address geologic and soils issues, including faulting, potential seismic-induced ground failure, slope stability, expansive soils, subsidence, and erosion, with respect to implementation of the proposed project. In general, geologic and soils impacts would only be considered significant in the event that proposed project

implementation would create or exacerbate existing geologic hazards or soil erosion. Impacts of geologic hazards on the proposed project, such as surface fault rupture, would not be considered significant. This section will incorporate information from the ConnectMenlo EIR regarding the potential for paleontological resources to be encountered during project construction and require implementation of ConnectMenlo EIR Mitigation Measure CULT-3 to ensure that any such resources are adequately evaluated and protected.

### **Hazards and Hazardous Materials**

This section will evaluate potential impacts due to current and past hazardous materials/waste storage and/or use and identify potential environmental concerns related to construction and operation of the project. Dudek assumes that the project applicant will provide a Phase I environmental site assessment (and any recommended additional site assessments) upon which this analysis and any necessary mitigation measures will be based.

### **Hydrology and Water Quality**

Dudek assumes that the project applicant will provide a hydrology report and stormwater management report that identifies the existing and proposed extent of impervious surfaces at the project site, the drainage basins (size and location) within the site under existing and proposed project conditions, pre- and post-development runoff rates and volumes, and specific stormwater management measures that would be installed during project construction.

Based on the hydrologic setting of the project area, Dudek will evaluate short-term construction impacts and long-term operational impacts. Short-term impacts would primarily be related to potential erosion of exposed sediments and potential incidental spills of minor amounts of petroleum products and hazardous substances leaking from construction equipment and vehicles. It will be assumed that grading and construction would occur in accordance with a State Water Resources Control Board–Construction General Permit and associated construction-related stormwater pollution prevention plan, which would include best management practices to minimize water quality impacts. Long-term impacts would be related to potential flooding, potential impacts to groundwater supply, and conformance with water quality standards and waste discharge requirements. Dudek will describe and map the surface drainage pattern of the project area and adjoining areas based on available aerial photographs, field observation, wetlands delineations, and existing drainage studies.

Based on the applicant-prepared studies, Dudek will also summarize the drainage network within the project area and stormwater management measures. The impact analysis will discuss the preliminary drainage calculations and plans with regard to runoff amounts, the effect of concentrating runoff in structures and ditches, and the adequacy of the proposed best management practices in reducing the potential pollutants to the maximum extent practicable. Dudek will identify additional mitigation measures if necessary to ensure the project does not adversely affect water quality, result in potential flooding effects, or contribute significant volumes of stormwater runoff to the existing drainage network.

### **Land Use and Planning**

The proposed project would demolish commercial uses and build residential units. The land use and planning section of the EIR will evaluate consistency with applicable City General Plan policies and zoning requirements, and other relevant City planning documents. This section will also consider the proposed project's compatibility with adjacent existing and planned land uses.

**Noise**

The Noise section will address impacts of project construction and operation on existing background noise levels based on the results of noise modeling and analysis completed by Dudek under Task 5.4. The noise section will discuss the existing environment, noise monitoring results, analysis methodology, and findings. The section will provide a summary of the relevant regulatory framework against which noise and vibration impacts are assessed based on the relevant City, state, and federal standards. If significant impacts are identified, mitigation measures to reduce impacts to a less-than-significant level (where feasible) will be recommended. The analysis of operational noise impacts will consider future noise levels using project and roadway information generated from the TIA (Task 5.5) and noise exposure within the proposed project site associated with adjacent roadways.

**Population, Employment, and Housing**

The HNA, prepared by BAE under Task 5.6, will form the basis of the analysis in this section of the EIR regarding the potential of the project to create population, employment, and housing impacts. The analysis will be prepared in the context of the conclusions and analysis presented in the ConnectMenlo EIR and Housing Element Subsequent EIR, while also considering that the project, along with other development applications currently being processed by the City, would result in more dwelling units than anticipated in ConnectMenlo. In addition, the analysis will address the following:

- Existing baseline data from the City, the Association of Bay Area Governments Plan Bay Area, the State Department of Finance, and the Employment Development Department, as well as applicable data from the U.S. Census and the City’s Housing Element to describe current household characteristics and population and employment trends within the City
- The population that could reside within the proposed dwelling units
- Applicable local and state housing policies and the extent to which the project is consistent with the City’s housing goals and policies, including the potential to provide affordable housing and the potential demand for affordable housing associated with the proposed project
- Project buildout effects on population distribution, density, and growth and the City’s jobs/housing balance
- Mitigation measures to reduce or avoid any identified significant environmental impacts associated with population, employment, and housing.

**Public Services and Recreation**

Construction of the proposed project would increase the residential population in the project area in excess of the anticipated number of dwelling units under ConnectMenlo. This could result in an increase in demand for public services. The public services and utilities section will evaluate the following:

- Law enforcement
- Fire protection
- Schools
- Libraries
- Parks and recreation

The following tasks will be performed for this section:

- Contact service providers to determine existing service levels in the project area, including documentation regarding existing staff levels, equipment, and facilities that would serve the project site; service capacities; and planned service and facility expansions
- Review service provider master plans and other background documents
- Describe City and service provider policies, programs, and standards
- Identify project impacts to public services and recreational facilities based on demand rates and/or service standards adopted or provided by the service provider and/or documented in other City EIRs, and comparison of the project-generated demand to existing staffing levels and facility capacities
- Identify mitigation measures for any significant impacts identified

### Transportation

Dudek will prepare the traffic analysis section of the EIR to consider potential impacts to traffic and other forms of transportation (public buses, pedestrian, and bicycle) based on the TIA prepared in Task 5.5. This section will identify existing traffic conditions and traffic generated by the proposed project and will provide an analysis of estimated impacts to area circulation and transportation resulting from the proposed project based on consideration of VMT as well as non-passenger-vehicle modes of transportation. The EIR will identify feasible mitigation measures as determined by the traffic impact analysis and City staff and will identify the residual significance (following implementation of mitigation measures) of any impacts identified.

In addition, the Transportation and Traffic section of the EIR will include a discussion of the project's LOS effects. While CEQA and the CEQA Guidelines preclude relying on LOS to identify significant environmental effects, measures of traffic congestion remain a topic of interest to decision makers and the public. Thus, the LOS analysis included in the TIA will be presented in a "Non-CEQA Transportation Considerations" section within this chapter.

### Tribal Cultural Resources

Dudek will summarize any information received by the City through any consultation with Native American tribes under the AB 52 process. If consultation is not requested, Dudek will rely on the ethnographic history information provided in the cultural resources inventory report prepared under Task 5.3 and available CEQA documents prepared for other projects in the vicinity to describe the potential for cultural and Tribal Cultural Resources to occur in the project area and evaluate the project's potential to affect such resources.

### Utilities and Service Systems

The proposed project would result in an increase in demand for utilities and service systems associated with the new residential population of the site. The Utilities and Service Systems EIR section will evaluate the following:

- Water supply, treatment, and distribution
- Wastewater disposal
- Solid waste
- Electricity/natural gas

Dudek assumes that the project applicant will provide a water budget and zero waste management plan for the project. The following tasks will be performed for this section:



- Contact service providers to determine existing service levels in the project area, including documentation regarding existing staff levels, equipment and facilities, service capacities, and planned service expansions
- Review service provider master plans, the Urban Water Management Plan, and other background documents
- Describe utility and service-provider policies, programs, and standards
- Identify project impacts to utilities and service systems based on demand rates adopted or provided by the service provider and/or documented in other City EIRs, and compare the project-generated demand to available supplies and capacities
- Identify all on-site and off-site improvements necessary to verify that utilities will be available at the project site
- Identify mitigation measures for any significant impacts

**Project Alternatives**

This section will identify a range of potential project alternatives, including alternatives that were initially considered but rejected from detailed analysis. Dudek will coordinate with city staff to develop these alternatives and select up to two substantive alternatives for detailed analysis along with the no project alternative. Developing the project alternatives may include consideration of public comments received in response to the NOP, modification or reduction of the project footprint, reconfiguration of the proposed building and site improvements, reduction of the project’s density and/or intensity, and/or modification of the project’s land uses. It is anticipated an off-site alternative will not be evaluated and an explanation of why it is not feasible will be provided.

The impacts of the alternatives will be quantified where feasible, and otherwise described qualitatively and compared to those of the proposed project. A summary table displaying the relative significance of impacts between the proposed project and each project alternative will be provided, and the environmentally superior alternative will be identified.

**CEQA-Mandated Discussions**

Note that cumulative impacts will be addressed in each of the environmental resource analysis sections, and the CEQA-Mandated Discussions section will address growth inducement, significant and unavoidable impacts, and irreversible environmental effects as described here.

**Growth Inducement.** This section will evaluate the potential for the proposed project to induce additional growth in the project vicinity and the relationship of the currently anticipated growth to the dwelling unit cap established in ConnectMenlo. This analysis will consider the degree to which the project may remove barriers to growth and/or provide infrastructure and other improvements that could support additional growth as well as the multiplier effect from development of non-residential uses.

**Significant and Unavoidable Impacts and Irreversible Environmental Effects.** Based on the analysis presented in each of the environmental resource sections, a list of the proposed project’s significant and unavoidable impacts will be provided. Further, the use of nonrenewable resources and commitment of environmental resources associated with the proposed project will be evaluated to determine if the proposed project would result in additional irreversible environmental effects.

**Task 8: Draft EIR**

Once the City and project applicant have reviewed the ADEIR and provided Dudek with a single set of consolidated comments, Dudek will revise the ADEIR and submit a screencheck Draft EIR to the City for final review. Based on City staff comments on the screencheck document, Dudek will prepare the Draft EIR for public review. Dudek will work with City staff to assemble, notice, and distribute the Draft EIR for public review. Dudek assumes City staff will deliver the Notice of Availability of the EIR to the San Mateo County Clerk for posting and will undertake local agency distribution. As noted in Task 3, Dudek will prepare a Notice of Completion in the format of the most recently updated CEQA Guidelines for review and approval by the City prior to public distribution and submit 15 hard copies of the Draft EIR to the City for distribution; technical appendices will be provided on a CD or flash drive. Dudek will undertake online submittal of the Draft EIR to the State Clearinghouse.

**Optional Task 8A: 2nd ADEIR**

Depending on the City’s comments on the ADEIR, Dudek will prepare a second ADEIR. This draft would incorporate revisions based on the City’s comments on the first ADEIR, if the City determines that the comments on the first ADEIR are substantive enough to require revisions be completed before the ADEIR is provided to the applicant for review or before a screencheck Draft EIR can be prepared.

**Task 9: Response to Comments**

After close of the 45-day public comment period on the Draft EIR, Dudek will prepare an Administrative Draft responses to comments (ADRTC) document for City review. This will include bracketing all written comments received, a transcript of verbal comments received at a Draft EIR hearing and preparing written responses. If comments received reiterate the same concerns, Dudek will prepare master responses to address those comments. The ADRTC will include a chapter that provides any text changes to the Draft EIR, to reflect any changes resulting from the responses to comments. All changes to the text of the Draft EIR will be identified in strike out and underline. Dudek will submit the ADRTC in electronic format for City review.

Should comments on the Draft EIR raise new issues or require that new surveys or technical studies be conducted to complete adequate responses, Dudek will initiate discussions immediately with City staff to evaluate the options. In addition, if any comment letters are received from attorneys representing labor unions Dudek will reach out to the City to discuss a budget augment.

**Task 10: Final EIR and Mitigation Monitoring and Reporting Program**

After City review of the ADRTC, Dudek will incorporate City comments and prepare the screencheck Final EIR (including list of commenters, responses to comments, and the revised text of the Draft EIR) for City review. Upon receipt of City comments on the screencheck Final EIR, Dudek will prepare the Final EIR for distribution to the Planning Commission, City Council, and staff. The Final EIR will be a stand-alone document and will include only those pages of the Draft EIR where text revisions were made; this task does not include reprinting a revised version of the complete Draft EIR as revised.

Dudek will also provide the City with a Mitigation Monitoring and Reporting Program (MMRP) with the ADRTC, the screencheck final EIR, and the Final EIR. The MMRP will identify the parties responsible for implementation and monitoring of each mitigation measure, specific timing requirements, and performance criteria. The MMRP will serve to support City staff in ensuring that mitigation measures are properly implemented.

Dudek will provide 15 hard copies of the Final EIR and MMRP as well as an electronic submittal.

**Task 11: Invoices**

Dudek will submit monthly invoices to the City that will identify:

- The billing period start and end dates
- A serial identification of the invoice
- The tasks on which work was completed in that billing period and a brief description of the work
- The individual staff involved in each task, the number of hours billed by each person, and each person’s hourly billing rate
- The total cost for services performed within the billing period
- A budget summary by task and for the project overall, showing the total billed prior to the current invoice, the current invoice amount, and the balance remaining in the budget for each individual task and the project overall

**Project Schedule**

**Table 2. Project Schedule**

Task Name	Weeks Elapsed	Total Weeks Elapsed
<b>Task 1 Project Kickoff</b>		
Kickoff meeting and site visit	1.5 weeks	1.5 weeks
<b>Task 2 Document Review and Data Collection</b>		
Submit data request	2 weeks after kickoff meeting	3.5 weeks
City document review	3 weeks after kickoff meeting	4.5 weeks
City/applicant provide data request responses	2 weeks from data request submittal	5.5 weeks
<b>Task 3 Preparation of CEQA Documents</b>		
Draft project description	1.5 weeks	7 weeks
City/applicant review	1 week	8 weeks
Revised project description and Draft NOP	1 week	9 weeks
City/applicant review	1 week	10 weeks
Final project description and Revised NOP	0.5 week	10.5 weeks
NOP publication	0.5 week	11 weeks
Scoping meeting	2-3 weeks depending on hearing schedule	TBD
Scoping comment summary	1 week from completion of NOP public review period	15 weeks
Additional CEQA notices	Ongoing throughout	
<b>Task 4 Project Management</b>		
Ongoing throughout		

**Table 2. Project Schedule**

<b>Task Name</b>	<b>Weeks Elapsed</b>	<b>Total Weeks Elapsed</b>
<b>Task 5 Technical Studies</b>		
5.1 Air Quality/GHG/Energy	3 weeks (dependent on confirmation of trip generation rates)	18 weeks
5.2 Biological Resources Assessment	During NOP public review	n/a
5.3 Cultural and Historic Resources Assessment	3 weeks	18 weeks
5.4 Noise Assessment	3 weeks (dependent on confirmation of trip generation rates and trip distribution)	18 weeks
5.5 Transportation Impact Analysis	6 weeks from completion of NOP public review period	21 weeks
5.6 Housing Needs Assessment	4.5 weeks from completion of NOP public review period	19.5 weeks
<b>Task 6 Public Hearings</b>		
Ongoing throughout		
<b>Task 7 Administrative Draft EIR</b>		
Administrative Draft EIR	2.5 weeks from end of Task 5	23.5 weeks
City/applicant review	3 weeks	26.5 weeks
<b>Task 8 Draft EIR</b>		
Screencheck Draft EIR	2.5 weeks	29 weeks
City/applicant review	2 weeks	31 weeks
Draft EIR and publication	2 weeks	33 weeks
<b>Task 9 Response to Comments</b>		
Response to comments	3 weeks	36 weeks
City/applicant review	2 weeks	38 weeks
<b>Task 10 Final EIR and MMRP</b>		
Screencheck Final EIR and MMRP	1.5 weeks	39.5 weeks
City/applicant review	1.5 weeks	41 weeks
Final EIR and MMRP	1 week	42 weeks
<b>Task 11 Invoices</b>		
Ongoing throughout		

# Cost Estimate

Dudek's standard 2023 Schedule of Charges is presented below, followed by a detailed project-specific cost estimate that documents the individuals who would be involved in each task, their billing rates, and their allocated hours of work.

## DUDEK 2023 Standard Schedule of Charges

### Engineering Services

Project Director.....	\$325.00/hr
Principal Engineer III.....	\$290.00/hr
Principal Engineer II.....	\$280.00/hr
Principal Engineer I.....	\$270.00/hr
Program Manager.....	\$260.00/hr
Senior Project Manager.....	\$260.00/hr
Project Manager.....	\$250.00/hr
Senior Engineer III.....	\$245.00/hr
Senior Engineer II.....	\$235.00/hr
Senior Engineer I.....	\$225.00/hr
Project Engineer IV/Technician IV.....	\$215.00/hr
Project Engineer III/Technician III.....	\$205.00/hr
Project Engineer II/Technician II.....	\$195.00/hr
Project Engineer I/Technician I.....	\$175.00/hr
Senior Designer II.....	\$195.00/hr
Senior Designer I.....	\$190.00/hr
Designer.....	\$180.00/hr
Assistant Designer.....	\$175.00/hr
CADD Operator III.....	\$170.00/hr
CADD Operator II.....	\$160.00/hr
CADD Operator I.....	\$145.00/hr
CADD Drafter.....	\$130.00/hr
CADD Technician.....	\$120.00/hr
Project Coordinator.....	\$150.00/hr
Engineering Assistant.....	\$125.00/hr

### Environmental Services

Senior Project Director.....	\$300.00/hr
Project Director.....	\$265.00/hr
Senior Specialist V.....	\$250.00/hr
Senior Specialist IV.....	\$235.00/hr
Senior Specialist III.....	\$225.00/hr
Senior Specialist II.....	\$210.00/hr
Senior Specialist I.....	\$200.00/hr
Specialist V.....	\$185.00/hr
Specialist IV.....	\$175.00/hr
Specialist III.....	\$165.00/hr
Specialist II.....	\$155.00/hr
Specialist I.....	\$145.00/hr
Analyst V.....	\$135.00/hr
Analyst IV.....	\$125.00/hr
Analyst III.....	\$115.00/hr
Analyst II.....	\$105.00/hr
Analyst I.....	\$95.00/hr
Technician III.....	\$85.00/hr
Technician II.....	\$75.00/hr
Technician I.....	\$65.00/hr

### Mapping and Surveying Services

Application Developer II.....	\$195.00/hr
Application Developer I.....	\$155.00/hr
GIS Analyst V.....	\$205.00/hr
GIS Analyst IV.....	\$165.00/hr
GIS Analyst III.....	\$145.00/hr
GIS Analyst II.....	\$130.00/hr
GIS Analyst I.....	\$115.00/hr
UAS Pilot.....	\$115.00/hr
Survey Lead.....	\$185.00/hr
Survey Manager.....	\$145.00/hr
Survey Crew Chief.....	\$120.00/hr
Survey Rod Person.....	\$95.00/hr
Survey Mapping Technician.....	\$95.00/hr

### Construction Management Services

Principal/Manager.....	\$195.00/hr
Senior Construction Manager.....	\$185.00/hr
Senior Project Manager.....	\$175.00/hr
Construction Manager.....	\$170.00/hr
Project Manager.....	\$165.00/hr
Resident Engineer.....	\$160.00/hr
Construction Engineer.....	\$155.00/hr
On-site Owner's Representative.....	\$145.00/hr
Prevailing Wage Inspector.....	\$145.00/hr
Construction Inspector.....	\$140.00/hr
Administrator/Labor Compliance.....	\$100.00/hr

### Hydrogeology/HazWaste Services

Project Director.....	\$325.00/hr
Principal Hydrogeologist/Engineer II.....	\$295.00/hr
Principal Hydrogeologist/Engineer I.....	\$275.00/hr
Senior Hydrogeologist V/Engineer V.....	\$260.00/hr
Senior Hydrogeologist IV/Engineer IV.....	\$250.00/hr
Senior Hydrogeologist III/Engineer III.....	\$240.00/hr
Senior Hydrogeologist II/Engineer II.....	\$230.00/hr
Senior Hydrogeologist I/Engineer I.....	\$220.00/hr
Project Hydrogeologist V/Engineer V.....	\$205.00/hr
Project Hydrogeologist IV/Engineer IV.....	\$195.00/hr
Project Hydrogeologist III/Engineer III.....	\$185.00/hr
Project Hydrogeologist II/Engineer II.....	\$175.00/hr
Project Hydrogeologist I/Engineer I.....	\$165.00/hr
Hydrogeologist/Engineering Assistant.....	\$130.00/hr

### District Management & Operations

District General Manager.....	\$225.00/hr
District Engineer.....	\$215.00/hr
Operations Manager.....	\$165.00/hr
District Secretary/Accountant.....	\$140.00/hr
Collections System Manager.....	\$140.00/hr
Grade V Operator.....	\$130.00/hr
Grade IV Operator.....	\$115.00/hr
Grade III Operator.....	\$105.00/hr
Grade II Operator.....	\$85.00/hr
Grade I Operator.....	\$80.00/hr
Operator in Training.....	\$75.00/hr
Collection Maintenance Worker.....	\$75.00/hr

### Creative Services

Creative Services IV.....	\$165.00/hr
Creative Services III.....	\$150.00/hr
Creative Services II.....	\$135.00/hr
Creative Services I.....	\$120.00/hr

### Publications Services

Technical Editor IV.....	\$165.00/hr
Technical Editor III.....	\$150.00/hr
Technical Editor II.....	\$135.00/hr
Technical Editor I.....	\$120.00/hr
Publications Specialist IV.....	\$125.00/hr
Publications Specialist III.....	\$115.00/hr
Publications Specialist II.....	\$105.00/hr
Publications Specialist I.....	\$95.00/hr
Clerical Administration.....	\$90.00/hr

**Expert Witness** – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

**Emergency and Holidays** – Minimum charge of two hours will be billed at 1.75 times the normal rate.

**Material and Outside Services** – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

**Travel Expenses** – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost.

**Invoices, Late Charges** – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.

**Annual Increases** – Unless identified otherwise, these standard rates will increase in line with the CPI-U for the nearest urban area per the Department of Labor Statistics to where the work is being completed, or by 3% annually, whichever is higher.

The rates listed above assume prevailing wage rates does not apply. If this assumption is incorrect Dudek reserves the right to adjust its rates accordingly.

5/16/2023

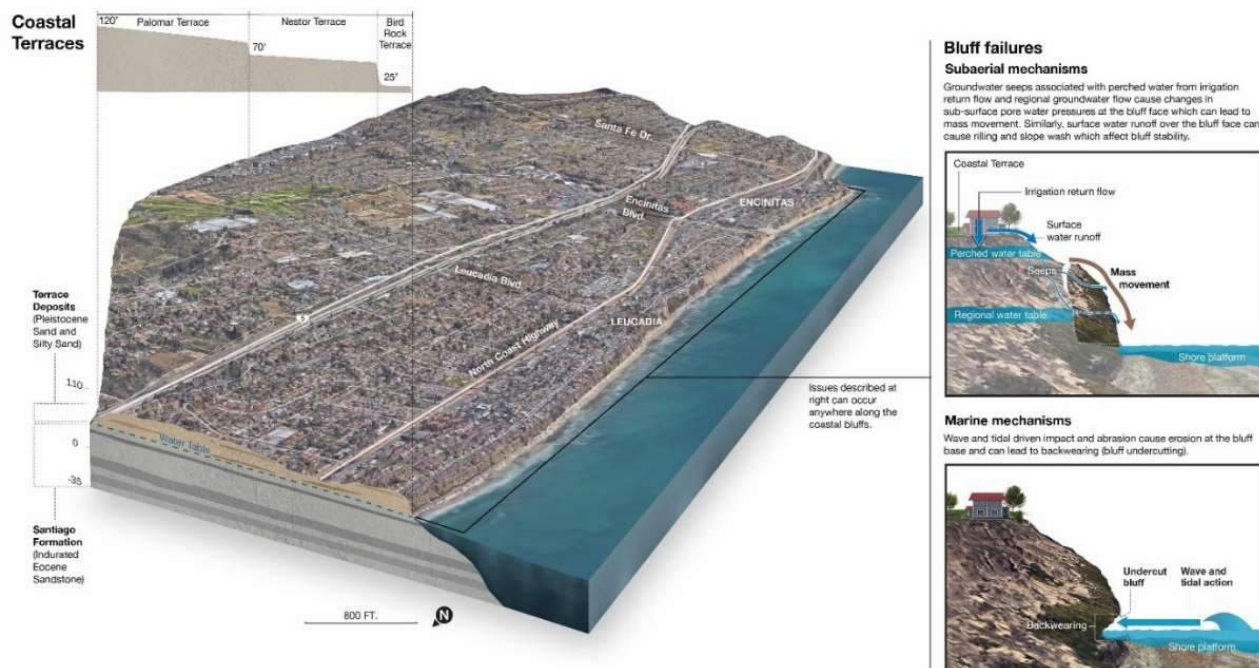
		Dudek Labor Hours and Rates																				Subconsultant Fees								
Project Team Role:		Senior Specialist IV	Specialist I	Analyst V	Analyst I	Senior Specialist I	Specialist II	Analyst II	Analyst IV	Specialist I	Analyst II	Specialist I	Specialist V	Specialist I	Specialist IV	Housing Needs Assessment														
Team Member:		Katherine Waugh	Daniel Hoffman	Angelica Chiu	Jessica Booth	Ryan Brady	John Schlegel	Angela Moniz	Fallin Steffen	Katie Haley	Matt Ricketts	Erin Fisher			Elena Nuno	Ian McIntire														
Billable Rate:		\$235.00	\$145.00	\$135.00	\$95.00	\$200.00	\$155.00	\$105.00	\$125.00	\$200.00	\$210.00	\$125.00	\$265.00	\$145.00	\$105.00	\$280.00	\$265.00	\$185.00	\$145.00	\$225.00	\$210.00	\$145.00	\$150.00	\$125.00	TOTAL DUDEK HOURS	DUDEK LABOR COSTS	BAE Fee	OTHER DIRECT COSTS	TOTAL FEE	
<b>Task 1</b>	<b>Project Initiation</b>																													
1.1	Project Kickoff Meeting	4	3																						7	\$1,375.00			\$1,375.00	
1.2	Site Visit	2	7																						9	\$1,485.00		\$13.00	\$1,498.00	
	<b>Subtotal Task 1</b>	<b>6</b>	<b>10</b>																						<b>16</b>	<b>\$2,860.00</b>		<b>\$13.00</b>	<b>\$2,873.00</b>	
<b>Task 2</b>	<b>Data Collection and Review</b>	<b>3</b>	<b>5</b>	<b>3</b>	<b>8</b>																				<b>23</b>	<b>\$3,435.00</b>			<b>\$3,435.00</b>	
<b>Task 3</b>	<b>Preparation of CEQA Documents</b>																													
3.1	Project Description	4	6	3	10																				30	\$4,190.00			\$4,190.00	
3.2	NOP and Scoping	2	3		8																				15	\$1,965.00			\$1,965.00	
3.3	Additional CEQA Notices	1	2		6																				9	\$1,095.00			\$1,095.00	
	<b>Subtotal Task 3</b>	<b>7</b>	<b>11</b>	<b>3</b>	<b>24</b>																				<b>54</b>	<b>\$7,250.00</b>			<b>\$7,250.00</b>	
<b>Task 4</b>	<b>Project Management</b>	<b>42</b>	<b>46</b>																						<b>88</b>	<b>\$16,540.00</b>			<b>\$16,540.00</b>	
<b>Task 5</b>	<b>Technical Studies</b>																													
5.1	AQ GHG and HRA	1	2																						23	\$4,755.00			\$4,755.00	
5.2	Biological Resources Assessment		1																						51	\$7,325.00	\$42.25		\$7,367.25	
5.3	Cultural Resources Reports	1	2			1	20	12	76	10	10	34													134	\$18,360.00	\$646.50		\$19,006.50	
5.4	Noise Assessment		1																						65	\$9,145.00	\$26.00		\$9,171.00	
5.5	Transportation Impact Analysis	3	2										5	30	22										149	\$24,815.00			\$24,815.00	
5.6	Housing Needs Assessment	2	2										4	8	36	96									4	\$760.00	\$28,462.50		\$29,222.50	
	<b>Subtotal Task 5</b>	<b>7</b>	<b>10</b>			<b>1</b>	<b>20</b>	<b>12</b>	<b>76</b>	<b>10</b>	<b>10</b>	<b>34</b>	<b>5</b>	<b>30</b>	<b>22</b>	<b>4</b>	<b>8</b>	<b>36</b>	<b>96</b>	<b>2</b>	<b>18</b>	<b>16</b>	<b>7</b>	<b>2</b>	<b>426</b>	<b>\$65,160.00</b>		<b>\$714.75</b>	<b>\$94,337.25</b>	
<b>Task 6</b>	<b>Attend and Present PC and CC Hearings</b>	<b>32</b>	<b>28</b>																						<b>60</b>	<b>\$11,580.00</b>			<b>\$11,580.00</b>	
<b>Task 7</b>	<b>Admin Draft EIR</b>																													
7.1	Intro, Exec Summary, PD				12																				14	\$1,430.00			\$1,430.00	
7.2	Aesthetics			22																					22	\$2,970.00			\$2,970.00	
7.3	AQ GHG Energy	2	4																						130	\$27,270.00			\$27,270.00	
7.4	Biological Resources				8						2														10	\$1,180.00			\$1,180.00	
7.5	Cultural / TCR				5																				23	\$2,665.00			\$2,665.00	
7.6	Geology and Soils		2	6	8																				16	\$1,860.00			\$1,860.00	
7.7	Hazards			18																					18	\$2,430.00			\$2,430.00	
7.8	Hydrology and Water Quality				15																				17	\$1,715.00			\$1,715.00	
7.9	Land Use and Planning		12																						12	\$1,740.00			\$1,740.00	
7.1	Noise											3		14												19	\$2,555.00			\$2,555.00
7.11	Pop and Housing	2		8	12																				22	\$2,690.00			\$2,690.00	
7.12	Public Services and Recreation	2	4	8	8																				24	\$3,180.00			\$3,180.00	
7.13	Transportation	2	2	6	16																				28	\$3,380.00			\$3,380.00	
7.14	Utilities			4	28																				34	\$3,490.00			\$3,490.00	
7.15	Other CEQA Sections		2		8																				10	\$1,050.00			\$1,050.00	
7.16	Alternatives	4	6	8	10																				28	\$3,840.00			\$3,840.00	
7.17	QA/QC and Production	28	20																						108	\$17,730.00			\$17,730.00	
	<b>Subtotal Task 7</b>	<b>40</b>	<b>52</b>	<b>80</b>	<b>130</b>		<b>6</b>	<b>12</b>		<b>2</b>	<b>2</b>	<b>3</b>		<b>14</b>						<b>12</b>	<b>112</b>	<b>12</b>	<b>30</b>	<b>30</b>	<b>535</b>	<b>\$81,175.00</b>			<b>\$81,175.00</b>	
<b>Task 8</b>	<b>Draft EIR</b>	<b>18</b>	<b>28</b>	<b>8</b>	<b>24</b>					<b>4</b>		<b>4</b>				<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>4</b>	<b>8</b>	<b>8</b>	<b>126</b>	<b>\$19,740.00</b>		<b>\$86.25</b>	<b>\$19,826.25</b>	
<b>Task 9</b>	<b>Response to Comments</b>	<b>8</b>	<b>16</b>	<b>16</b>	<b>10</b>							<b>2</b>				<b>1</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>8</b>	<b>20</b>	<b>66</b>	<b>\$8,890.00</b>		<b>\$86.25</b>	<b>\$8,976.25</b>	
<b>Task 10</b>	<b>Final EIR and MMRP</b>	<b>4</b>	<b>12</b>	<b>8</b>	<b>12</b>																				<b>18</b>	<b>\$3,330.00</b>			<b>\$3,330.00</b>	
<b>Task 11</b>	<b>Invoices</b>	<b>8</b>	<b>10</b>																											
	<b>Total Hours</b>	<b>175</b>	<b>228</b>	<b>118</b>	<b>208</b>	<b>1</b>	<b>30</b>	<b>24</b>	<b>80</b>	<b>12</b>	<b>14</b>	<b>36</b>	<b>14</b>	<b>30</b>	<b>36</b>	<b>4</b>	<b>11</b>	<b>40</b>	<b>100</b>	<b>18</b>	<b>138</b>	<b>39</b>	<b>57</b>	<b>72</b>	<b>1485</b>					
	<b>Total</b>	<b>\$41,125.00</b>	<b>\$33,060.00</b>	<b>\$15,930.00</b>	<b>\$19,760.00</b>	<b>\$200.00</b>	<b>\$4,650.00</b>	<b>\$2,520.00</b>	<b>\$10,000.00</b>	<b>\$2,400.00</b>	<b>\$2,940.00</b>	<b>\$4,500.00</b>	<b>\$3,710.00</b>	<b>\$4,350.00</b>	<b>\$3,780.00</b>	<b>\$1,120.00</b>	<b>\$2,915.00</b>	<b>\$7,400.00</b>	<b>\$14,500.00</b>	<b>\$4,050.00</b>	<b>\$28,980.00</b>	<b>\$5,655.00</b>	<b>\$8,550.00</b>	<b>\$9,000.00</b>		<b>\$231,095.00</b>	<b>\$28,462.50</b>	<b>\$900.25</b>	<b>\$260,457.75</b>	
<b>Optional Services</b>																														
<b>Task 5 (1)</b>	<b>Optional Operational HRA</b>																					<b>4</b>	<b>\$5,100.00</b>			<b>4</b>	<b>\$580.00</b>		<b>\$3,220.00</b>	<b>\$3,800.00</b>
<b>Task 5 (5)</b>	<b>Optional Intersection Counts</b>																													
	<b>Total Optional + Base Hours and Fee</b>	<b>175</b>	<b>228</b>	<b>118</b>	<b>208</b>	<b>1</b>	<b>30</b>	<b>24</b>	<b>80</b>	<b>12</b>	<b>14</b>	<b>36</b>	<b>14</b>	<b>30</b>	<b>36</b>	<b>4</b>	<b>11</b>	<b>40</b>	<b>104</b>	<b>22</b>	<b>158</b>	<b>39</b>	<b>57</b>	<b>72</b>	<b>1513</b>	<b>\$236,775.00</b>	<b>\$28,462.50</b>	<b>\$4,120.25</b>	<b>\$269,357.75</b>	

# Additional Components and Information

## Graphic Design

Dudek’s designers develop creative and powerful visuals that communicate complex information to a variety of audiences through infographics, printed materials, 3D renderings, and audio/video presentations. Our high-quality visuals invite readers’ attention and inform and assist stakeholders and decision makers in evaluating projects. Our designers employ the latest graphics, animation, and video technologies to bring projects to life through visual storytelling. We understand that simplifying complex concepts (and stripping them of jargon) is a critical first step in conducting informed conversations with stakeholders. **Figure 2** is an example graphic, showing a hydrogeologic concept model Dudek developed for the City of Encinitas.

*Figure 2. Sample Hydrogeologic Concept Model Graphic*



## GIS capabilities

Dudek has provided geographic information system (GIS) and technological services to clients for more than 30 years, and our experience encompasses a variety of areas in the industry. Our staff are expert practitioners with a variety of skills related to data management, cartography, analysis, modeling, enterprise database and application development, and mobile field data collection. The Dudek team is supported by a deep bench of technical specialists in related technologies, graphics, and technical writing. Our collaborative and responsive partnering approach to projects, blend of local knowledge and nationwide experience on a breadth of database projects, and innovative web application services enable us to complete projects effectively, comprehensively, on time, and within budget.

# References

Table 3 includes our list of references for which the Dudek and BAE team has provided similar services.

**Table 3. References**

Client	Reference	Description of Services
<b>Dudek References</b>		
City of Palo Alto	Amy French, Chief Planning Official 650.329.2336 amy.french@cityofpaloalto.org	<p><b>Castilleja School Project EIR:</b> Dudek prepared a focused EIR evaluating the proposed redevelopment of an existing private school campus.</p> <p><b>Avenidas Community Center Mitigated Negative Declaration (MND):</b> Dudek prepared an MND for expansion of an existing community center located in an historic building.</p> <p><b>1050 Page Mill Road EIR:</b> Dudek prepared a focused EIR for redevelopment of a project site involving demolition of 300,000 square feet of office buildings and construction of 285,000 square feet of new office buildings.</p>
Northstar Community Services District	Eric Martin, Director of Public Works 530.550.6133 ericm@northstarcsd.org	<p><b>Martis Valley Trail EIR:</b> Dudek prepared an EIR for a 9.5-mile paved multi-use trail extending through Martis Valley and the Northstar at Tahoe property and toward Brockway Summit. The trail is being constructed through a partnership between Placer County and the Northstar Community Services District (NCS D). The trail will cross private land, some of which is owned by the Northstar Property Owners Association, and land owned and managed by USACE. Within Martis Valley, the trail would affect significant archaeological sites, populations of the special-status plant <i>Plumas ivesia</i>, and several wetland and waters of the United States features, including a crossing of Martis Creek. In the higher elevations, within the Northstar at Tahoe property, the trail crosses through forest and chaparral communities.</p> <p><b>NCS D Biomass Energy System:</b> Dudek is working with NCS D to prepare an initial study/MND evaluating their proposed development of a biomass energy plant, which would be connected to approximately 13 buildings and facilities within and adjacent to Northstar Village to provide heating and reduce annual natural gas consumption. NCS D already conducts vegetation clearing for fuel management and defensible space and, until recently, has relied on pile burning, chipping, and spreading to dispose of the biomass collected through these programs. Under the proposed project, the biomass materials would be transported to the Tahoe Truckee Sierra Disposal Eastern Regional Landfill to be sorted. The materials that meet the biomass plant criteria would be returned to NCS D for use in the plant. Critical project issues include air quality and aesthetics.</p>



**Table 3. References**

Client	Reference	Description of Services
Placer County Facility Services Division	Paul Breckenridge, Deputy Director of Real Estate Services and Capital Improvements 530.886.4900 pbreckenridge@placer.ca.gov	<b>Placer County Government Center Master Plan EIR (including follow-on of Mercy Housing EA and Mitigation Implementation/Permitting):</b> The project’s purpose was to develop a campus master plan update for the 200-acre Placer County Government Center in North Auburn California. Based on the 1993 Comprehensive Facilities Master Plan as a starting point, the Placer County Government Center Master Plan Update accounts for current and projected County governmental needs and provides a plan for development of a robust and vibrant mixed-use community on land that is not needed to support Placer County activities. For Placer County offices and service locations, the master plan anticipates retention of approximately 650,000 square feet of existing building space and construction of approximately 410,000 square feet of new facilities.
<b>BAE References</b>		
City of Los Angeles	Matthew Glesne, Housing Planner 213.978.2666 mglesne@gmail.com	<b>City of Los Angeles Affordable Housing Linkage Fee Nexus Study.</b> BAE completed the City of Los Angeles Affordable Housing Linkage Fee Nexus Study in Fall 2016. The Linkage Fee Ordinance was adopted in December 2017, creating a major permanent funding source for affordable housing.
City of Napa	Lark Ferrell, Housing Manager 707.257.9547 lferrell@cityofnapa.org	<b>Napa Hotel Housing Impact Analysis.</b> The City engaged BAE to evaluate the challenges associated with attracting a hotel labor pool within the Napa and wider Bay Area region, as well as the extent to which the housing market in Napa and the surrounding area may be able to absorb the new employee households.
City of Ventura	Jennie Buckingham, Senior Planner 805.654.7893 jbuckingham@cityofventura.ca.gov	<b>Ventura Affordable Housing Fee Study.</b> The City commissioned BAE to prepare a study to evaluate commercial linkage fees and residential inclusionary in-lieu fees to support the production and preservation of affordable housing in Ventura.

# Recent EIR Examples

As requested in the RFP, Dudek has provided three EIRs that demonstrate Dudek's ability to prepare environmental review documents for complex projects. Our analysis is supported by substantial evidence and specifically addresses each applicable threshold of significance. Our technical editing and formatting teams provide critical support in ensuring that our documents use clear language and logical formatting so that the analysis is easily understood by decision makers, outside agencies, and the public. **Links to the specific projects for which we have provided EIR examples are below:**

1. City of Palo Alto Castilleja School

[https://dudekmail-my.sharepoint.com/:f/g/personal/wmclaughlin\\_dudek\\_com/EiOZATnEJ9dKiwxHfHgIPwkBIMLrczt\\_kCjUeZ-CnyUu7Q?e=vUuT7g](https://dudekmail-my.sharepoint.com/:f/g/personal/wmclaughlin_dudek_com/EiOZATnEJ9dKiwxHfHgIPwkBIMLrczt_kCjUeZ-CnyUu7Q?e=vUuT7g)

2. Placer County Government Center Master Plan

[https://dudekmail-my.sharepoint.com/:f/g/personal/wmclaughlin\\_dudek\\_com/EIAPjFoLVyJDv09BDv3jPgABYrNBkBM1FnhYuWzevynIEA?e=afPcCP](https://dudekmail-my.sharepoint.com/:f/g/personal/wmclaughlin_dudek_com/EIAPjFoLVyJDv09BDv3jPgABYrNBkBM1FnhYuWzevynIEA?e=afPcCP)

3. City of Santa Cruz Planning and Community Development Department EIR

[https://dudekmail-my.sharepoint.com/:f/g/personal/wmclaughlin\\_dudek\\_com/Et-4yKQJliZAmAVG0SpIPsMB8JvHAaIKJ96yZBzyjudLGQ?e=61iLTO](https://dudekmail-my.sharepoint.com/:f/g/personal/wmclaughlin_dudek_com/Et-4yKQJliZAmAVG0SpIPsMB8JvHAaIKJ96yZBzyjudLGQ?e=61iLTO)

# Disclosure Statement

Dudek can confirm that there are no actual or perceived conflicts of interest with the City.

## Disclosure of Judgments or Other Findings

Dudek Summary of Legal Claims or Contract Terminations in Last Five Years Involving Professional Consulting Services:

### A. Litigation or Arbitration Where Dudek was Defendant:

#### **City of Carlsbad vs. Ledcor Construction Inc.**

On June 13, 2016, the City of Carlsbad filed a civil complaint in California Superior Court, County of San Diego, against Ledcor Construction Inc. Dudek was named as a co-defendant. The project architect, RRM Design Group, was also later named as a defendant. The suit was related to construction of the City's First Responder Training Center. Dudek served as construction manager for the City on the project. Dudek denied any liability in the matter. The matter has been resolved between the City and Dudek and was dismissed in August 2019.

#### **Terra Lago Community Association v. Indo Land Ventures, LLC, et al.**

On November 12, 2015, Terra Lago Community Association sued Indio Land Ventures for alleged construction defects arising out of the construction of a residential development complex located in Indio, California. Dudek was named as one of many cross-defendants for its role in preparing the lake-liner design; the other parties were involved in various construction aspects of the lake. Dudek did not participate in any supervision or other construction management activities. Plaintiff initially demanded \$25,275 to settle the claims against Dudek, and their claims ultimately resolved in full for \$10,000. The parties executed a settlement and release agreement which the Court approved, and the case was dismissed in 2019.

#### **Elsinore Valley Municipal Water District v. Water Works Engineers, LLC, et al.**



On November 12, 2021, Elsinore Valley Municipal Water District (the "District") filed a civil complaint against Water Works Engineers, LLC (WWE) in California Superior Court, County of Riverside, for alleged design defects in a water reclamation facility. The District filed a first amended complaint against WWE on September 26, 2022, for breach of contract and professional negligence. WWE subsequently cross-claimed against the construction firm as well as Dudek (and other firms) for its role as construction manager. Dudek was not involved in the design of the project, denies any liability, and intends to defend itself vigorously.

### B. Contract Terminations Involving Professional Consulting Services:

In 2019, the City of Santa Barbara terminated a contract with Dudek's Santa Barbara office for Design and Preliminary Environmental Review for the Santa Barbara Police Station Project. Subsequent to that termination, and after contracting with a different Dudek team, Dudek was able to complete work for this project to the City's satisfaction. Further, the City has continued to enter into new contracts with Dudek for projects.

# Insurance

Dudek has reviewed the City's general liability and malpractice insurance requirements included in the RFP. The following sample Certificate of Insurance shows that we meet the requirements outlined in the RFP and details the insurance coverage maintained by the firm.

		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 8/19/2022			
		8/28/2023					
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000			<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:				
<b>INSURED</b> DUDEK 1476302 605 THIRD STREET ENCINITAS CA 92024			<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>		
			INSURER A : American Guarantee and Liab. Ins. Co.		26247		
			INSURER B : Zurich American Insurance Company		16535		
			INSURER C : Continental Casualty Company		20443		
			INSURER D :				
			INSURER E :				
			INSURER F :				
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER: 18808576</b>		<b>REVISION NUMBER: XXXXXXXX</b>			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOG OTHER:	N	N	GLO0146311	8/28/2022	8/28/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BAP0146329	8/28/2022	8/28/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	AUC0146407	8/28/2022	8/28/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC0146330	8/28/2022	8/28/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY	N	N	EEH591932835 INCL. POLL	8/28/2022	8/28/2023	PER CLAIM \$2,000,000 AGGREGATE \$2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
<b>CERTIFICATE HOLDER</b>  18808576 EVIDENCE OF COVERAGE				<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 			

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved

The ACORD name and logo are registered marks of ACORD

## DEI Standards

Since making diversity, equity, and inclusion (DEI) a firm initiative, Dudek has implemented a variety of strategies and programs to educate leadership and employees on the benefits of DEI and to create a vision and pathway to develop a more diverse workforce. Successful achievement of a nondiscriminatory employment program requires cooperation between management and employees. Dudek maintains affirmative action programs for minorities, females, individuals with disabilities, and protected veterans, reflecting our policy statements that cover our equal employment opportunity and affirmative action, recruiting, training, and compensation policies, and other employment practices. An employee or applicant for employment may appeal directly to the affirmative action officer for review and correction of an action they believe does not conform to the affirmative action program's policies. Additionally, there are equal employment opportunity goals set and various systems in place that keep management informed of Dudek's equal employment opportunity status. We understand that the best problem solving happens when diverse viewpoints and experiences are applied. We recognize that different perspectives, inclusivity, and trust build a stronger culture and add value to our firm. We celebrate our differences and strive to make meaningful progress toward being a more diverse company. We are committed to continuous improvement within our company and our communities through incremental steps and bold decisions.

## Goals

- Expanding recruiting to reach a more diverse pool of candidates. We have partnered with Circa to expand our reach and visibility within community-based organizations, websites catering to veteran and disabled candidates, as well as other niche sites focusing on diverse talent. We have also expanded our college recruitment efforts, focusing on colleges and universities with more diverse student and faculty populations.
- Financially investing in underserved and minority communities. In 2020 we donated to the National Urban League and have since partnered on various educational initiatives. We are eager to support similarly vetted organizations and have set aside an annual budget to meet this goal. Additionally, we are planning to provide scholarships to offer greater opportunity to a more diverse pool of students pursuing planning, engineering, and the sciences.
- Supporting our employee's diversity and inclusion efforts in their communities. Social responsibility is an integral piece of our culture. Dudek offers volunteer time for each employee to pursue causes of their own choosing.
- Expanding college recruitment efforts with a focus on reaching and attracting diverse candidates. Dudek has participated in various career fairs and is forging relationships with numerous schools in an effort to reach underrepresented minority groups. We are building relationships with the California Department of Development Workforce Development for Veteran Affairs and Hire; the National Society of Black Engineers, San Diego Chapter; and Black Women in Science and Engineering. We look forward to fostering these relationships.



Additionally, Dudek has created a formal DEI Council and Employee Resource Groups focusing on internal education efforts and advocacy for underrepresented groups. Dudek also launched a DEI internship program in the summer of 2022, as well as a DEI site on our intranet, which includes various resources including DEI-focused videos, firmwide announcements, recaps of focus group sessions, links to partner organizations, and our DEI calendar.

# Appendix A

Resumes

# Katherine Waugh, AICP

**PROJECT MANAGER**

Katherine Waugh is a senior planner with 22 years' experience with California Environmental Quality Act (CEQA) statutory requirements, current planning methods, and environmental documentation procedures. She prepares CEQA documents for a wide range of public and private projects, managing projects effectively and maintaining momentum to meet schedule and budget requirements. Ms. Waugh applies planning and environmental laws and regulations practically and with an attention to detail, allowing her to quickly identify and resolve critical planning and environmental issues. She conducts efficient consultation with local and state agencies to ensure resources under their jurisdiction are adequately evaluated.

## Project Experience

**123 Independence Drive, City of Menlo Park, California.** Project manager for an EIR evaluating demolition of five existing office and industrial buildings and construction of 316 rental apartments and 116 for-sale townhomes on an approximately 8-acre project site in the Bayfront Area of the City of Menlo Park.

**1005 O'Brien Drive/1320 Willow Road, City of Menlo Park, California.** Project manager for a detailed IS and Focused EIR evaluating demolition of existing research and development buildings and construction of two new research and development buildings, structured parking, and publicly accessible open space on an approximately 4-acre site in the eastern portion of the City of Menlo Park Bayfront Area.

**Dorsey Marketplace Mixed-use Lifestyle Center, City of Grass Valley, California.** Project manager for Dudek's preparation of an EIR for the Dorsey Marketplace project in the City of Grass Valley. The EIR evaluates two project alternatives at an equal level of detail: Alternative A includes 178,960 square feet of commercial space and 90 multiple-family dwelling units; Alternative B includes 104,350 square feet of commercial space, 8,500 square feet of office space, and 172 multiple-family dwelling units. The ability of the proposed commercial space to capture a portion of the region's retail sales leakage without adversely affecting existing businesses in the Downtown Business District was a key issue for the project. Other key issues include traffic, aesthetics, and remediation of hazardous soil conditions due to the prior mining use of the site.

**Placer County Government Center Master Plan Update, Placer County, California.** Project manager for Dudek's role in the County's recent effort to update the master plan the DeWitt Government Center, the primary location of Placer County offices. Dudek participated in public workshops and preliminary site evaluation and design led by the County's architectural consultant and prepared an EIR for the proposed Master Plan Update. Provision of public services and utilities, effects to the designated historic district on site, and aesthetics were critical project issues. Between 2003 and 2005, served as project manager for an EIR, EIR addendum, and two MNDs for a series of projects involving demolition of World War II-era buildings and construction of new office buildings, justice center facilities, and an emergency residential shelter at the campus.



**Education**

*University of California, Davis  
BS, Environmental Policy Analysis and Planning*

**Certifications**

*American Institute of Certified Planners (AICP)*

**Professional Affiliations**

*American Planning Association  
Association of Environmental Professionals*

**Castilleja School Project, City of Palo Alto, California.** Project manager for a focused EIR evaluating this private school's request for a Conditional Use Permit amendment that would allow an increased enrollment cap, demolition of existing school buildings, and construction of new academic buildings and a below-grade parking garage. Compatibility with the surrounding single-family residential neighborhood and the extent of tree removals and tree impacts were critical project issues.

**1050 Page Mill Road, City of Palo Alto, California.** Project manager for an EIR that evaluated demolition of 285,000 square feet of existing office/warehouse/research and development space and construction of the equivalent amount of office space. Worked with city staff and the project's traffic consultant to conduct research and prepare analysis to define the baseline condition that appropriately represented the historic and recent use of the site. Coordinated subconsultants in completing peer reviews of the project's traffic and noise impact analyses, worked with Dudek staff to peer review the project's biological resources report and air quality and greenhouse gas analysis.

**City of Citrus Heights City Hall and Medical Office Building, City of Citrus Heights, California.** Project manager for preparation of a detailed IS and Focused EIR to evaluate proposed demolition of the existing city hall, construction of a Medical Office Building on the current city hall site, and construction of a new city hall at a new site. Key issues included traffic, hazards and hazardous materials, noise, aesthetics, and land use compatibility. Participated in a series of public outreach meetings to solicit community feedback on project design and environmental impact analysis.

**CEQA Compliance Services, West Valley-Mission Community College District – Mission College campus, Santa Clara, California.** Project manager for preparation of two EIR Consistency Reviews for improvement projects at the Mission College campus. Projects were anticipated in the campus's Facilities Master Plan and had been preliminarily evaluated in a 2009 Facilities Master Plan EIR. The consistency reviews demonstrated that impacts of the improvement projects were consistent with the impacts identified in the 2009 EIR, that all applicable mitigation measures from the 2009 EIR would be implemented and that no new impacts had arisen due to changes in circumstances in the project vicinity or changes in regulations.

**Alpine Sierra Subdivision, Placer County, California.** Project manager for an EIR for the proposed 47-lot subdivision near the Alpine Meadows Ski Resort. Dudek staff provided technical analysis including Air Quality Modeling, Noise Impacts, and Visual Simulations. The EIR evaluated two project alternatives at an equal level of detail to allow decision-makers to approve either alternative with no need for further environmental review. Key issues for the project included emergency access given the site's single point of access onto a public roadway, avalanche risk, wildfire risk, land use compatibility, aesthetics, effects to biological and hydrological resources, and noise. A similar project had been proposed at the site several years prior, and the neighbors had filed a legal challenge to the Mitigated Negative Declaration prepared at that time. The revised project remained highly controversial, but no legal challenge was filed upon certification of the EIR.

**Mitchell Farms Subdivision, City of Citrus Heights, California.** Project manager for an EIR evaluating a residential subdivision consisting of 261 single-family residential units located on approximately 32 acres and an open space parcel of 23 acres that encompasses the on-site tributary to Arcade Creek. The project is redeveloping an existing 9-hole public golf course and disc golf course proximate to the Citrus Town Center commercial area. Key project issues addressed in the EIR include compatibility with surrounding residential development, traffic, protection of the on-site creek, loss of oak woodland habitat, noise, and loss of recreational resources. The EIR was certified and project approved in August 2018 and the project is currently in construction.



# Daniel Hoffman

**DEPUTY PROJECT MANAGER**

Daniel Hoffman is an environmental planner with 5 years’ professional experience specializing in CEQA/NEPA compliance, planning and permitting, and construction management.

Mr. Hoffman has worked as an environmental planner and contract city planner for several municipalities throughout Northern California such as the Cities of Martinez, San Pablo, Vallejo, and Watsonville and Counties of Santa Clara and Sonoma. Mr. Hoffman has produced defensible CEQA documents, implemented and navigated regulatory permitting processes, and prepared and presented staff reports in public hearings.



**Education**

*Whitman College  
BA, Environmental  
Studies/Economics*

**Professional Affiliations**

*Association of  
Environmental  
Professionals}*

## Relevant Previous Experience

**Santa Clara Valley Medical Center Behavioral Health Services Center Initial Study/Mitigated Negative Declaration (IS/MND), MIG Inc., Santa Clara, California.**

Served as environmental planner for a medical facility project consisting of a three-story Behavioral Health Services Center building and associated four-story parking structure. The project was to replace, consolidate, and expand existing mental health services on the medical campus that were previously housed in three separate buildings into one facility. The facility’s expanded services benefit the behavioral health needs for Santa Clara County residents and the surrounding communities. Tasks included environmental analysis through the preparation of a project CEQA IS/MND and preparation of public noticing documents.

**Tru Hilton Hotel IS/MND and Conditional Use Permitting (CUP), MIG Inc., Santa Rosa, California.** Served as environmental planner and contract project planner for a hospitality project consisting of a four-story hotel near the Charles M. Schulz Airport. Tasks included environmental analysis through the preparation of a project CEQA IS/MND, planning review and staff report for the CUP and Design Review, preparation of public noticing documents, and correspondence with interested public.

**Carlton Senior Living Facility IS/MND and CUP, MIG Inc. Vallejo, California.** Served as environmental planner and contract project planner for a senior living facility project involving the construction and operation of a 156-unit senior living facility at a formerly vacant Elks Lodge site. Tasks included environmental analysis through the preparation of a CEQA IS/MND, planning review and staff report preparation for the CUP, preparation of public noticing documents, correspondence with interested public, and staff report presentation to City Planning Commission.

**Sonoma County Cannabis Program CEQA Analysis and Local Permitting, MIG Inc., Sonoma County, California.** Served as environmental planner and contract county planner for Permit Sonoma. The program was established in 2015 to locally permit cannabis cultivation, manufacturing, and dispensing operations throughout Sonoma County. Tasks included generating a template IS/MND for the client’s internal use as well as working with applicants and operators to zoning compliance and CUP issuance. Served as project planner for second outdoor cannabis cultivation CUP issued in Sonoma County. Prepared and presented staff reports to Planning Commission.

**City of San Pablo Contract Planning, MIG Inc., San Pablo, California.** Served as contract planner for the City of San Pablo's Planning Department. Provided staff support to the City of San Pablo by providing project management, staff report preparation, general plan and zoning analysis, and customer service via telephone, email, and public information counter. Presented staff reports to City of San Pablo's Planning Commission and helped author the City's revised Accessory Dwelling Unit ordinance to better comply with State legislation.

**City of Martinez Contract Planning, MIG Inc., Martinez, California.** Served as contract planner for the City of Martinez' Planning Department. Provided staff support to the City of Martinez by providing project management, staff report preparation, general plan and zoning analysis, and customer service via telephone, email, and public information counter.

**Charter Hotel, Skanska USA Building, Seattle, Washington.** Served as construction project engineer to coordinate multiple scopes of work for a 16-story hotel build in Downtown Seattle. Fostered positive cross-functional relationships with developers, subcontractors, crew members, engineers, and architects while tracking project costs and schedule.

# Dennis Pascua

## SENIOR TRANSPORTATION PLANNER

Dennis Pascua is a senior transportation planner and Dudek’s transportation services manager with 28 years’ experience in transportation planning/engineering in Southern California. Mr. Pascua has successfully managed a variety of projects for local agencies and private developers, including traffic and circulation impact analyses and parking demand studies in both highly urbanized and rural areas. He is highly experienced with California Environmental Quality Act/National Environmental Policy Act and transportation topics and policies surrounding active transportation, context sensitive solutions, and complete streets throughout California. Mr. Pascua also offers an international perspective, having managed transportation planning projects in the Philippines, Japan, and the United Arab Emirates.

## Project Experience

**LADWP On-Call Environmental Services, Los Angeles, California.** Managed Traffic Impact Analysis (TIAs) for the following projects prepared under an on-call contract with the City of Los Angeles Department of Water and Power (LADWP), the nation’s largest municipal utility: Power Plant 1 and Power Plant 2 Transmission Line Conversion; Tujunga Central Groundwater Station; North Hollywood Groundwater Station; De Soto Avenue Trunk Line Replacement; De Soto Water Tanks; and Van Norman Complex Vegetation and Maintenance Projects. The TIAs prepared, or currently being prepared, involve the analysis of construction-related traffic and potential lane closures on major public thoroughfares. Construction mitigation measures include the preparation of a Construction Traffic Management Plan that includes traffic control plans for roadway construction, and transportation demand management for construction worker traffic. Dudek has also coordinated with the Department of Transportation and Bureau of Engineering on those projects.

**Sanborn Solar and Gen-Tie Route Project, Kern County, California.** Managed the in-house Transportation team that prepared a TIA that identified potential construction-related traffic impacts associated with a proposed photovoltaic solar facility and associated infrastructure (gen-tie) necessary to generate up to a combined 300 megawatts of renewable electrical energy. The proposed project consisted of two sites: the northern site is approximately 1,118 acres; and, the southern site is approximately 983 acres. The southern site is directly north of Edwards Air Force Base Solar project. The project impacts were evaluated under CEQA and NEPA. The TIA evaluated existing traffic conditions, including roadway segment and intersection levels of service along or in proximity to the gen-tie route options; estimated trip generation and trip characteristics for construction-related activities of the gen-tie options; analyzed the potential for traffic impacts to occur as a result of construction of the gen-tie; described the significance of the potential impacts; and, identified mitigation measures, for construction-related traffic impacts.



### Education

*University of California, Irvine  
BA, Social Ecology  
(Environmental Analysis and Design)*

### Professional Affiliations

*American Planning Association  
Association of Environmental Professionals  
Institute of Transportation Engineers  
Orange County Traffic Engineering Council*

**LACSD On-Call Environmental Services, Los Angeles County, California.** As part of an on-call contract with the Los Angeles County Sanitation Districts (LACSD), Mr. Pascua managed the TIA for the Stormwater Capture System at Puente Hills Material Recovery Facility in County Sanitation District No. 2 to meet the Industrial General Permit's industrial stormwater requirements. The project would primarily involve construction of a proposed basin and supporting conveyance facilities (piping) that would involve grading, excavating, and fencing. The TIA analyzed the potential traffic impacts for the temporary construction phase of the project, which would generate construction-related traffic (due to construction workers, vendor trucks, and haul trucks) to and from the project site.

**Gen-Tie Routes for Edwards Air Force Base Solar Enhanced Use Lease Project, Kern County, California.** Managed the in-house Transportation team that prepared a traffic impact analysis (TIA) that identified potential construction-related traffic impacts associated with the proposed 230-kilovolt gen-tie route options that would connect the Edwards Air Force Base (EAFB) solar generation site with the existing Westwind Substation in the first phase of the project, and to the Southern California Edison Windhub Substation in subsequent phases of the project. The project impacts were evaluated under CEQA and NEPA. This project is located south of the Sanborn Solar and Gen-Tie project. The TIA evaluated existing traffic conditions, including roadway segment and intersection levels of service along or in proximity to the gen-tie route options; estimated trip generation and trip characteristics for construction-related activities of the gen-tie options; analyzed the potential for traffic impacts to occur as a result of construction of the gen-tie; described the significance of the potential impacts; and, identified mitigation measures, for construction-related traffic impacts.

**Marsh Park Access Evaluation and Recommendations, Mountains Recreation and Conservation Authority, Los Angeles, California.** Conducted an evaluation of the existing access conditions at the driveways in Marsh Park in the City of Los Angeles. The project was intended to address safety concerns at the park access including obstructed sight distance, failure of vehicles to yield to bicyclists and pedestrians, and lack of visibility for drivers to see when park gates are closed. Provided recommendations to improve safety for park users including placement of stop signs, reflective markers for park gates, and signage to alert drivers to the presence of pedestrians. Recommendations were made consistent with guidance provided in the California Manual of Uniform Traffic Control Devices.

# Mladen Popovic, AICP

## TRANSPORTATION PLANNER

Mladen Popovic is a transportation planner with 6 years' experience focusing on transportation impacts for a wide variety of projects. Mr. Popovic has an educational background in planning and experience working within traffic impact analysis procedures, including vehicle miles traveled analysis, data collection, cumulative project development, trip generation calculations, level of service (LOS) analysis for intersections and roadway segments, signal warrant analysis, construction traffic, internal circulation and access evaluation, and vehicle turning analysis. He has utilized various types of transportation and design software including Synchro, Traffix, AutoTurn, as well as other technical programs, such as ArcGIS and AutoCAD.

## Project Experience

**Hunter Subdivision Project EIR, City of St. Helena, California.** Lead the Traffic Impact Analysis and Transportation Section for the Environmental Impact Report (EIR) for a proposed residential project on an approximately 17-acre parcel located near downtown St. Helena. The project includes 51 single-family homes, 25-multi-family units, and up to 25 accessory dwelling units. The analysis included a detailed weekday, Saturday intersection LOS analysis, vehicle miles traveled analysis, and horizon year analysis. The project is very controversial, and the City of St. Helena anticipates a legal challenge to the EIR.

**Home2Suites Hotel, City of Rohnert Park, California.** Lead analysis which included a proposed Home2Suites Hotel location within a shared commercial corridor. The report focused on the internal site circulation of the hotel, sight distance analysis, and LOS analysis. In-person field visits were vital in cataloging the existing roadway network and intersection conditions and providing an accurate analysis.

**Focused Traffic Analysis for the Bellevue Ranch 7 Project, City of Santa Rosa, California.** Worked as part of a team to analyze the impacts associated with 30 single-family homes and up to 7 accessory dwelling units in the City of Santa Rosa. Specialized analyses included sight distance analysis, pedestrian, bicycle, and transit accessibility, site circulation, and emergency vehicle analysis. American Association of State Highway and Transportation Officials guidelines were utilized to create AutoTurn turning analysis for the maneuverability of emergency vehicles on site, as well as the stopping distance for the site that fronts a rural two-lane roadway.

**Former Dixon High School Modernization, City of Dixon, California.** Lead analysis which dictated the re-opening of the former site of Dixon High School into a 750-student middle school. Since the former high school was abandoned, all incoming middle school students in the Dixon Unified School District, as well as the existing middle school, were re-allocated to the project site. This required a detailed analysis of students' trip origin points, key arterial roadways that facilitate vehicular trips within the City of Dixon, as well as an analysis of the railroad tracks that separate the City into two halves. Additionally, vehicular queuing at the 95th percentile, project site access, and pedestrian and bicycle safety were evaluated as part of the traffic impact analysis.



### Education

*University of California,  
Santa Barbara  
BA (with Honors),  
Geographic Information  
Systems*

*BA (with Honors),  
Environmental Studies*

*University of California,  
Irvine*

*Masters, Urban and  
Regional Planning*

### Certifications

*AICP No. 31419*

### Professional Affiliations

*American Planning  
Association*

**Santa Cruz Water Rights Project EIR, City of Santa Cruz, California.** Worked as part of the transportation team on the Santa Cruz Water Rights Project EIR. Components of the project include modifications to existing water rights and related actions required to implement the proposed modifications, including expansion of place of use, clarifications on method and points of diversion and redirection, adding an underground storage supplement, extension of time to put water to full beneficial use, and incorporation of bypass requirements for each water right. The underlying purpose of the project is to improve City of Santa Cruz water system flexibility while enhancing stream flows for local anadromous fisheries. The proposed project also includes water supply augmentation components and surface water diversion improvements that could result after the water rights modifications are approved. Physical infrastructure improvements include aquifer storage and recovery facilities in the Beltz system and potentially elsewhere, intertie facilities to allow for water transfers with neighboring agencies, and improvements to the Tait Diversion/Coast Pump Station and the Felton Diversion.

**Warner-Ivy Street Vacation California State University – Chico, City of Chico, California.** Technical analysis that evaluated a proposed street closure of Warner Street and Ivy Street, which bisects the campus of California State University, Chico. A detailed origin-destination analysis was conducted to determine the vehicular users affected by the proposed project. Finally, an LOS analysis was conducted and compared to the existing conditions, to determine the impact of the street vacation.

**Orange County Sanitation District Facilities Master Plan EIR, Orange County, California.** Worked as part of a team on the transportation analysis and reporting for the project's Program EIR for the Sanitation District's 2017 Facilities Master Plan. The analysis covers projects included in a 20-year Capital Improvement Program to ensure that the Orange County Sanitation District could sustain its infrastructure, meet future regulatory requirements, and continue to provide reliable service to the public. The project included facilities at Reclamation Plant No. 1 in Fountain Valley, Treatment Plant No. 2 in Huntington Beach, the sewer collection system, and improvements at various pump stations. All 75 project- and program-level projects were evaluated quantitatively at either a project-level or representative project approach.

**Pedestrian Analysis of Path D for CF Equipment, City of Colton, California.** As planner, worked on a quantitative and qualitative analysis addressing pedestrian and bicycle issues as part of truck traffic associated with CF Equipment's proposed project in the City of Colton. Nearby conflicts with Woodrow Wilson Elementary School necessitated roadway improvements such as improved school crossing signage, installation and restriping of crosswalk and pavement markings, and warnings for pedestrian and bicyclists. All recommended improvements were according to the California Manual on Uniform Traffic Control Devices. Truck stopping distance, sight distance analysis, vehicle collision analysis, and intersection LOS were all included within the report.

**Huntington Park General Plan Update, City of Huntington Park, California.** Contributed on the traffic impact analysis for this project that served to analyze the proposed update to the City of Huntington Park's General Plan. The project involved re-analyzing existing conditions and utilizing model data from the Southern California Association of Governments travel demand model for buildout year conditions for seven planning areas that comprised 12 critical intersections. Once model results were post-processed and refined, intersections and roadway segments were distributed accordingly based upon the changes of density of uses proposed within the General Plan Update. Since the City of Huntington Park lies directly adjacent to the City of Los Angeles, regional transit and pedestrian circulation was also analyzed.

# Sabita Tewani, AICP, PTP

## TRANSPORTATION SPECIALIST

Sabita Tewani (*SAB-ih-tah TE-wah-ni; she/her*) is a transportation planner with 12 years' experience in transportation assessments for due diligence planning. Ms. Tewani is experienced in preparing transportation-related environmental documentation for land use, transportation, and construction projects and vehicle miles traveled (VMT) estimation requirements per Senate Bill (SB) 743 compliance for the updated California Environmental Quality Act (CEQA) Guidelines for transportation impact analyses. Ms. Tewani has prepared several VMT assessments using web and/or Geographic Information System (GIS)-based mapping tools, VMT Calculators and Estimators, Location Based Service data from StreetLight big data company, greenhouse gas (GHG) emission thresholds, sketch-planning tools, as well results from custom travel demand model runs conducted for projects located in several jurisdictions in California. Ms. Tewani is familiar with using GHG reductions in transportation sector using the California Air Pollution Control Officers Association (CAPCOA) guidance. Ms. Tewani is experienced in all phases of traffic study analysis, including data collection, trip generation calculations, level of service (LOS) analysis for freeway and roadway segments and intersections, signal warrant analysis, all-way stop-control warrant analysis, shared parking calculations, and evaluation of internal circulation and access. She has used Synchro, Traffix, and Highway Capacity Software for traffic data and operations analysis.

## Project Experience

**Morse Recreation Center, City of Elk Grove, California.** Prepared the transportation section and analysis that addressed the potential of VMT impacts of the proposed recreation center, tournament, and league play operations within the existing 30-acre Morse Community Park.

**Hunter Subdivision VMT Analysis, City of Saint Helena, California.** Prepared the VMT analysis for Hunter Subdivision, which consists of 51 single-family dwelling units, 25 workforce income-restricted dwelling units, and 11 accessory dwelling units. The VMT analysis involved comparison of home-based VMT per capita estimated using trip generation, trip purpose, and trip length data for the census tract or traffic analysis zone using Location-Based Services provided by StreetLight Data in accordance with Office of Planning and Research (OPR) guidelines.

**Focused Traffic Analysis for the Bellevue Ranch 7, City of Santa Rosa, California.** Prepared a Focused Traffic Analysis for development of 30 single-family homes on a 5.75-acre project site in the City of Santa Rosa. The project is consistent with the City of Santa Rosa General Plan 2035 and the City of Santa Rosa Municipal Code. The analysis included the project's trip generation and distribution, site circulation analysis, sight distance analysis, and traffic control at the project access and a pedestrian, bicycle, and transit accessibility analysis.



### Education

Newcastle University  
MSc, Transportation  
Engineering and  
Operations, 2004

School of Planning and  
Architecture, New Delhi  
MA, Planning  
(Transportation  
specialization), 2002  
BA, Architecture, 2000

### Certifications

American Institute of  
Certified Planners (AICP)  
Professional  
Transportation Planner  
(PTP)

### Professional Affiliations

American Planning  
Association

Institute of Transportation  
Engineers (ITE)

ITE San Diego Section  
Transportation Capacity  
and Mobility Task Force  
and ITE SB 743 Modeling  
Sub-Committee

**Byron Airport Development Program EIR, Contra Costa County, California.** Prepared the transportation section for the EIR, which identifies regulatory requirements, evaluates potential impacts, and identifies mitigation measures related to implementation of the warehousing, industrial, general commercial, and office land uses proposed as part of the Byron Airport Development Project. To mitigate project's significant VMT impact, prepared a detailed discussion of strategies from Contra Costa County's Transportation Demand Management Ordinance Guide and CAPCOA that would be most effective in areas like the community of Byron and are appropriate for the project to avoid or reduce the significant impact. VMT reductions for each strategy (using the applicable range of effectiveness) were applied to the project per CAPCOA's calculations and selected measures were included as mitigation measures to reduce project's VMT impact.

**Substantial Evidence Memorandum for VMT Screening Criteria Analysis, City of Pomona, California.** Prepared a technical memorandum that will be used to support the City of Pomona's Transportation Study Guidelines for Vehicle Miles Traveled and Level of Service Assessment in screening projects for VMT impacts and determine whether further detailed analysis would be required by establishing VMT screening thresholds for land use projects proposed in the City of Pomona.

**Los Angeles County Housing Element Update Program Environmental Impact Report, County of Los Angeles, California.** Prepared the program-level transportation analysis that focused on housing sites included as part of the Housing Element Update's rezoning program EIR. The rezoning program is required to meet the county's Regional Housing Needs Assessment for the 2021–2029 planning period. Applied a screening-based approach (using ArcGIS 10.8.1 software) to identify the parcels (within the rezoning program) located near major transit stops or within high-quality transit corridors and/or within low VMT generating areas per baseline VMT maps, for measuring the potential for VMT impact.

**South Santa Anita Avenue, City of Arcadia, California.** Prepared the VMT analysis for 2.88-acre site with 33 family residential units. VMT reduction measures from the City's modeling tool were applied and project design features, such as Bus Stop Design and Relocation and Preparation and Implementation of Transportation Demand Management Plan, were included to reduce the project's VMT impact to less than significant.

**Los Angeles Department of Water and Power On-Call Environmental Services, Los Angeles, California.** Prepared TIAs or technical memorandums and environmental documents for multiple projects under an on-call contract with the City of Los Angeles Department of Water and Power. The TIAs involve the analysis of construction-related traffic (i.e., traffic generated by a maximum of workers and trucks during peak construction-related activities) and potential lane closures on major public thoroughfares. The traffic analyses include existing and peak construction traffic conditions and identify potential traffic-related temporary impacts associated with the proposed projects. Construction mitigation measures include Construction Traffic Management Plans, which include traffic control plans for roadway construction and transportation demand management for construction worker traffic.

**Trip Generation Analysis for 2600 Telegraph Avenue, Holland Acquisition Co., LLC City of Oakland, California.** Prepared a Trip Generation Analysis of the mixed-use project proposed at 2600 Telegraph Avenue, located at the southeast corner of Telegraph Avenue and 27th Street in the City of Oakland. The proposed project would demolish the existing 19,600 square-foot single-story commercial building on the site and would construct an eight-story mixed use development comprising of 225 residential units and approximately 6,039 square feet of retail on an approximately 0.91-acre property in the city.



# Ian McIntire

## AIR QUALITY SPECIALIST

Ian McIntire is an air quality specialist with 8 years' experience specializing in the preparation of technical documents and analysis through interpretation of state and federal legislation, environmental document preparation and review, criteria pollutant and greenhouse gas emissions (GHG) modeling. Mr. McIntire is trained in air quality, including GHG and climate change. He is adept at applying air quality models, such as the California Emissions Estimator Model (CalEEMod), Caline-4, and AERMOD, to perform quantitative analyses for National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) environmental documents, such as environmental impact reports (EIRs), initial studies (ISs), and mitigated negative declarations (MNDs).



### Education

California State University,  
Sacramento  
BS, Environmental  
Studies

## Project Experience

**Atherton Baptist Continuing Care Facility Expansion Project Technical Report, City of Alhambra, California.** The project included demolition of existing continuing care residential facility in the Atherton Master Plan and reconstruction of the existing buildings and expansion of the facility. Demolition included approximately 164,852 square feet of existing residential units, and construction of 313 residential units and an additional 301 parking spaces. As air quality analyst, prepared CEQA air quality and GHG sections and developed innovative mitigation measures.

**Napa Logistics Park – Phase 2 EIR, American Canyon, California.** The project included development of three warehouse buildings totaling 2,170,640 square feet and 100,000 square feet of office space. As air quality analyst, prepared CEQA Air Quality Technical Study and prepared EIR air quality and GHG sections and developed mitigation measures for the Napa Logistics Project.

**Shadelands Gateway Specific Plan and the Orchards at Walnut Creek Project EIR, City of Walnut Creek, California.** The project included development of a new Safeway grocery store, retail, restaurant, and a senior housing/continuing care retirement community (CCRC) facility. As air quality analyst, prepared air quality and GHG analyses and developed mitigation measures for both the project and its less intense alternatives.

**Xebec Fontana Warehouse Project Technical Report, City of Fontana, California.** The project included demolition of a 20,553 square foot building and 3.5 acres of asphalt and development of a new warehouse building totaling 314,250 square feet on approximately 13.71 acres. As air quality analyst, prepared air quality and GHG analyses and help develop mitigation measures for the project.

**Vega Solar Project EIR, Merced County, California.** Project consisted of developing a 20 megawatt (MW) photovoltaic (PV) solar array on several project sites totaling approximately 165 acres of land. As air quality analyst, prepared CEQA air quality and GHG assessments.

**Fresno Downtown Neighborhood Community Plan (DNCP) and Fulton Corridor Specific Plan (FCSP) EIR, City of Fresno, California.** The project included the adoption of the DNCP for the residential neighborhoods surrounding Downtown and the FCSP for the core of Downtown, including the Fulton Mall. As air quality analyst, prepared CEQA air quality and GHG assessments and developed mitigation measures for the DNCP and the FCSP, a planned development of residential, commercial, and community/public facility land uses and supporting infrastructure in Davis, California. The DNCP included 3,697 mixed-density residential, 67 acres of industrial, 46 acres of commercial, and 8 acres of retail uses while the FCSP included 6,293 mixed-density residential, 3 acres of industrial, 90 acres of commercial, and 37 acres of retail uses.

**Catalina Fiber Project IS/MND, Catalina Island, California.** The project included installation of approximately 12 miles of new fiber optic cable on existing overhead poles and within underground conduit between the City of Avalon and community of Two Harbors. As air quality analyst, prepared CEQA air quality and GHG analyses which included calculating barge emissions generated from delivery of construction equipment and supplies.

**La Palma Recharge Basin Project Air Quality and GHG Technical Report, Orange County Water District, California.** The proposed project includes the construction and operation of a recharge basin over a 17.7 acre site which added an additional 51,000 acre feet capacity for water recharge into the Orange County Groundwater Basin. As air quality, GHG, and climate change analyst, developed the CEQA analysis of air quality and GHG impacts from construction and operation of the project facilities. Air quality emissions and impacts were based on calculations using the CalEEMod models.

# Angelica Chiu

## PLANNING ANALYST

Angelica Chiu (*an-JEL-ick-uh CHOO; she/her*) is a planning analyst with 2 years' experience specializing in California Environmental Quality Act (CEQA) document preparation and compliance, as well as project coordination for both public and private sector clients throughout California. Ms. Chiu provides analytical support and project management assistance to senior staff for a variety of projects, including new residential, hotel, commercial, mixed-use, and warehouse developments. She also has experience with education projects, public utilities projects, and statewide programs. Ms. Chiu facilitates timely and efficient completion of project deliverables with quality assurance.

## Project Experience

**Creekside Village Specific Plan EIR, El Dorado County, California.** Deputy project manager and project analyst assisting El Dorado County with preparation of an Environmental Impact Report (EIR) for a 208-acre specific plan in the unincorporated community of El Dorado Hills. The project proposes up to 926 residential units along with three parks and areas of open space on currently undeveloped land. Environmental issues include potential loss of special-status nesting and foraging habitat, decrease in school capacity from new student enrollment, and potential for wildfire. The EIR is anticipated for release later in 2021.

**24th and Waverly Project, NASH – Holland 24th & Waverly Investors LLC, City of Oakland, California.** Project analyst for the 24th and Waverly project CEQA checklist using streamlining provisions under CEQA Guidelines Section 15182, 15183, an 15183.3 to tier from the program-level analyses completed in the City of Oakland's Broadway Valdez District Specific Plan. The project includes the demolition of residential and commercial structures to construct a 15- to 16-story building, including 330 residential units and approximately 13,000 square feet of retail uses. Tasks included preparing the checklist document, reviewing the project consistency with the Broadway Valdez District Specific Plan and the CEQA Guidelines streamlining provisions, and regular contact with the client and the City of Oakland.

**Holiday Inn Express and Suites Mitigated Negative Declaration, City of Rohnert Park, California.** Project analyst for the Holiday Inn Express and Suites project Mitigated Negative Declaration. The project includes construction of a new hotel with associated infrastructure and a mixed-use commercial building upon a site including natural vegetation communities and suitable habitat for special status plant and wildlife species, including critical habitat for the California tiger salamander (*Ambystoma californiense*). In addition to the buildings, the project proposes the extension and re-alignment of an adjacent road to provide a secondary access point. Tasks include preparing the project description and environmental checklist document, and coordination with technical staff and the City of Rohnert Park.



### Education

University of California,  
Davis  
BS, Environmental Policy  
Analysis and Planning,  
2019

### Professional Affiliations

Association of  
Environmental  
Professionals

**Valley's Edge Specific Plan Project EIR, City of Chico, California.** Project analyst for the Valley's Edge Specific Plan Project EIR. The project includes a blueprint for a mixed-use community including a range of housing types, commercial uses, parks, and open space areas. The project site is located within Butte County, but is within the City of Chico's Sphere of Influence and would be annexed to the City upon approval. Environmental issues include potential loss of special-status biological resources, concerns due to wildfire (a portion of the site was burned in the 2018 Camp Fire), historic resources, and increase in traffic on local roadways. Project tasks include preparation of EIR sections and coordination with senior and technical staff.

**Hunter Subdivision Project EIR, City of St. Helena, California.** Project analyst for a proposed residential project on an approximately 17-acre parcel located near downtown St. Helena. The project includes 51 single-family homes, 25-multi-family units, and up to 25 accessory dwelling units. Environmental concerns include cultural resources due to proximity to recorded resources, increase in water demand, and generation of vehicle miles traveled. The project is very controversial and the City of St. Helena anticipates a legal challenge to the EIR.

**North San Pedro Park and Bassett Park Master Plan Project, Addendum to the Downtown Strategy 2040 EIR, City of San José, California.** Deputy project manager for an Addendum to San José's Downtown Strategy 2040 EIR. The project includes development of two parks for new passive and active recreational opportunities in an area undergoing rapid development. Tasks include preparing the project description and environmental analysis, as well as maintaining direct communication with landscape architects and City of San José staff.

**SOMO Village Project Supplemental EIR, City of Rohnert Park, California.** Project analyst for the SOMO Village Project Supplemental EIR, which proposes a number of updates to the Sonoma Mountain Village project (prior approved project). The updates include land use changes and relocation of a water tank from on-site to unincorporated Sonoma County. The project includes a total of 1,694 single-family attached and detached residences and 823,000 square-feet of commercial, light industrial, and retail uses. The project is envisioned as a mixed-use urban village designed around a central village center.

**California State University, Chico Master Plan EIR, Butte County, California.** Project analyst for the California State University, Chico Master Plan EIR, which includes the addition of 1,400 student-housing beds, a 4,000-seat arena, renovation and demolition of various academic spaces, and improvements to the University Farm. The proposed Master Plan provides the basis for the physical development of the California State University, Chico campus over the next 10 years, describing the land uses and building space requirements to support 18,600 full-time equivalent students. Tasks include preparing the analysis for potential land use, public services, recreation, utilities, population/housing, and aesthetic impacts from approval of the project.

**Woodland Community College Performing Arts and Culinary Services Project Initial Study and Mitigated Negative Declaration, Yuba Community College District, City of Woodland, California.** Project analyst for the Initial Study/Mitigated Negative Declaration for the Woodland Community College Performing Arts and Culinary Services Project, which involves a new building on the Woodland Community College campus to support the existing Performing, Fine Arts, and Speech programs while creating space for the new Culinary Arts program. The new building would be approximately 29,118 assignable square-feet, with a dramatic arts assembly space and laboratory space for music and culinary arts.

**Sierra College Football Stadium Lighting Project Initial Study and Negative Declaration, Sierra Joint Community College District, City of Rocklin, California.** Project analyst for the Sierra College Football Stadium Lighting project Initial Study/Negative Declaration. The project includes installation of overhead lights at the football stadium, beach volleyball fields, and nearby walkways at the Rocklin Campus of Sierra College to allow use for nighttime events and activities. Important environmental issues include aesthetic and noise concerns.

# Jessica Booth

## ENVIRONMENTAL PLANNER I

Jessica Booth (*she/her*) is an Environmental Planner I that specializes in California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) document preparation.

In addition, Ms. Booth has worked as a landscape designer at a commercial Landscaping Firm in Rancho Cordova, CA. There she worked on projects all over Northern California, including various apartment complexes, restaurants, small businesses, and housing developments. She also specializes in environmental concerns, sustainable design, and site analysis.

## Project Experience

### **Northstar California Biomass Energy Plant, Northstar Community Services**

**District, Northstar California Resort, California.** Project Analyst involved in preparation of an Initial Study/Mitigated Negative Declaration (IS/MND), Mitigation Monitoring and Reporting Program (MMRP), and public notices for NCSA's proposed Biomass Energy System project. The Biomass Energy System is expected to provide sufficient energy to existing buildings within the Northstar California community to reduce natural gas consumption by approximately 50 million British thermal units per year.

**123 Independence Drive Residential Project, City of Menlo Park, California.** Project Analyst supporting preparation of the Final Environmental Impact Report (EIR) for a project that proposes redevelopment of an 8.15-acre site in the bayfront area of the City of Menlo Park. The site currently supports five industrial and light office buildings and the proposed development includes a five-story 316 unit apartment building and 116 townhomes, including 74 below-market rate apartment and townhome units. Responsible for completing edits to responses to comments and Draft EIR text revisions.

**1005 O'Brien Drive Life Sciences Project, City of Menlo Park, California.** Project Analyst involved in preparation of an IS, Focused EIR sections, and public notices for a project that proposes to demolish two existing office buildings and construction of approximately 401,000 square feet of life sciences buildings, a 7 level above grade parking garage, and 59,000 square feet of open space on an approximately 4-acre site.

**Rohr Wohl Bayfront Specific Plan, City of Chula Vista, California.** Project Analyst responsible for preparation of the biological resources section of the EIR for this Specific Plan which proposes a mixture of commercial, light industrial, technology park, and business park land uses on a 44.78-acre site currently occupied by the former Rohr Aircraft Facility.

**Diamond Springs Community Park, El Dorado County, California.** Project Analyst responsible for preparation of IS and EIR sections evaluating potential impacts from development and use of a new community park in the unincorporated community of Diamond Springs.



### Education

University of California,  
Davis  
Bachelor of Science in  
Sustainable  
Environmental Design,  
2022

**Marysville and Lindhurst High School Stadium and Track Improvements, Marysville Unified School District, California.** Project Analyst for preparation of Notices of Exemption for stadium and track improvements at two Marysville Unified School District high school campuses.

**CEQA Implementation Manual, San Francisco Unified School District, California.** Project Analyst involved in preparation of a CEQA Implementation Manual and templates to help guide SFUSD project managers integrate CEQA compliance procedures with project development.

**Pines to Mines Recreational System, Tahoe National Forest, California.** Project Analyst involved in preparation of a NEPA Environmental Assessment evaluating potential effects from development of a new 16-mile back-country trail and designating the new trail and several existing trail segments as accommodating use by Class 1 e-bikes as well as mountain bikes, pedestrians, and equestrians.

## Relevant Previous Experience

**Learning by Leading Habitat Horticulture Program, UC Davis Arboretum and Public Garden, Davis, California.** Studied and promoted sustainable environmental practices while helping strengthen the interactions between local native plant and animal species. Conveyed the importance of native species, habitat restoration, and conservation to the public. Facilitated the United Nations 17 Sustainable Development Goals for UC Davis and led several community outreach events. Remodeled urban landscapes using design software and a community-focused approach.

# Michael Carr, INCE

## NOISE AND VIBRATION

Michael Carr is an acoustician with 23 years' experience in acoustics and related industries, with an emphasis on environmental acoustics, noise and vibration. Mr. Carr is a member of the Institute of Noise Control Engineering (INCE) and an expert in acoustics, noise and vibration control, sound insulation and electro-acoustics. His broad range of experience and technical depth encompass a number of markets including structural and building acoustics, residential, commercial, recreational, transportation, environmental noise and vibration control. In the area of transportation noise and vibration, Mr. Carr has expertise in measurement, prediction and assessment of noise and vibration associated with aviation, vehicular and rail/transit-based transportation modes.

Mr. Carr has managed, supervised and performed acoustic, noise and vibration analyses for both private and public sectors including federal, state, regional and local agencies; preparing technical studies, environmental assessments, and documentation in support of CEQA and NEPA. He has authored, and become expertly skilled with proprietary modeling programs, SoundPLAN, Cadna|A, Insul, and the Environmental Noise Model; along with many agency developed noise models such as the Federal Aviation Administration's Integrated Noise Model (INM), Federal Highway Administration based software such as Sound 32, the Roadway Construction Noise Model (RCNM), and the Traffic Noise Model (TNM), along with many others.

### *Education*

Sierra College  
AS, Electronic Technology  
AS, Computer Technology  
Certificate in Mechatronic  
Systems, 2005

### *Certifications*

AVIXA Certified  
Technology Specialist  
(CTS)

### *Professional Affiliations*

Acoustical Society of  
America  
Association of  
Environmental  
Professionals  
AVIXA  
INCE

## Relevant Previous Experience

**123 Independence Drive Residential. Menlo Park, California.** The project would redevelop five parcels with approximately 432 residential dwelling units, associated open space, recreation, and other community amenities. A technical noise analysis was performed to quantify and evaluate the existing and future environments along with the project's potential contributions due to construction, transportation, and operational noise levels.

**Menlo Circus Club Outdoor Recreation Modeling and Treatment. Atherton, California.** In response to some concerns over sound levels produced by outdoor recreation areas at the club, an acoustical analysis was performed for existing activities. Sound levels generated by the existing activities were documents at multiple locations and time periods and used as an input to a 3D noise simulation model. Treatment options to aid in the reduction of sound levels in the surrounding community were evaluated within the model. Following implementation, the effectiveness of the selected treatment option was evaluated through additional sound level measurements; and the 3D model was expanded to analyze future recreation opportunities.

**1101 - 1123 Sutter Street Revitalization. San Francisco, California.** Rehabilitation and incorporation of the façade of a three-story historic building, and redevelopment of an adjacent site would construct a 14-story building composed of commercial, office, and childcare uses with approximately 200 residential units. An environmental noise and vibration analysis was performed for the project, including short-term construction sources, commercial and retail operations, air-conditioning equipment, ventilation fans, and back-up generators. Special consideration

was required due to the historic nature of a portion of the project, along with effects to the ambient environment resulting from shelter-in-place corona-virus restrictions.

**Laguna Creek Dam Coanda Screen Retrofit, Santa Cruz, California.** This project entailed the retrofit a historic diversion dam on Laguna Creek with new intake screen technology and related improvements that provide for natural sediment transport past the diversion, protect fish and habitat. Developed and implemented a sound level monitoring program to characterize existing noise sources associated with project operations and quantify the existing noise environment. Performed and analysis of construction and operational noise levels.

**San Jose Water Advanced Metering Infrastructure Project, County of Santa Clara.** The SJW AMI project will update the metering capabilities of water distribution within the SJC service area. The project included installation of metering endpoints that connect to sixteen receiving stations throughout the service area. Existing conditions and potential noise impacts associated with the project were analyzed and compiled into the Proponent's Environmental Assessment.

**1201 Harrison Street Compliance, San Francisco, California.** Perform compliance noise monitoring for an existing car wash location in the City of San Francisco. Develop and evaluate potential mitigation and treatment options to achieve compliance with City Code. Quantify noise levels from equipment that is representative of various treatments and configurations. Perform additional compliance monitoring following the implementation of the recommended treatment options.

**Proposed Redwood City Hotel – 690 Veterans Blvd, Redwood City, California.** Prepare a site-specific environmental acoustic analysis for a proposed hotel site, adjacent to existing residential, institutional and religious land uses.

**Amakara Dublin, Dublin, California.** Developed conceptual and program level acoustical designs based on an evaluation of the existing building shell and input from key stakeholders. Characterize traffic noise level exposure at the proposed outdoor dining area. Prepare an environmental noise memo regarding the potential noise associated with the outdoor dining area and the potential impact on residential units above.

**Light Rail Efficiency Improvement Project – Phase 1 & 2, Mountain View, California.** Performed post-construction monitoring of the completed Phase 2 portion of the project. Addressed issues from a concerned public base with perceived elevated noise levels due to the project.

**State Route 85 Noise Reduction Feasibility Study, Santa Clara County, California.** Developed an assessment methodology to determine if feasible and reasonable measures exist within today's highway noise mitigation technology, to reduce the impact of SR 85 traffic noise at nearby receptors. Collaborated with local and regional stakeholder agencies as well as Caltrans and the FHWA. Modeled noise level reductions at pilot locations along nearly 20-miles of SR 85.

**Amorco Marine Terminal MOTEMS Seismic Upgrade, Martinez, California.** Developed and implemented a Hydroacoustic Monitoring plan for MOTEMS upgrade and pile-driving activities at the Amorco Marine Terminal. Worked with the project biologist in preparation of the Biological Assessment and assisted with hydroacoustic/biological monitoring.

**Shadelands Gateway Specific Plan, Walnut Creek, California.** Analyzed community noise impacts associated with the implementation of the Shadelands Gateway specific plan, development of the Orchards at Gateway commercial retail development and the Shadelands Drive senior housing facility. Authored the EIR noise section.

**Warm Springs/South Fremont Community Plan, Fremont, California.** Analyzed community noise impacts associated with the implementation of the Warm Springs Community Plan. Authored the noise section for inclusion in the EIR.



# Matt Ricketts

## BIOLOGICAL RESOURCES

Matt Ricketts (*MAT RICK-ets; he/him*) is a senior biologist with 21 years' experience as a wildlife biologist and conservation planner specializing in biological resource inventories and documentation, special-status species surveys, federal Endangered Species Act (ESA)/California ESA compliance, and environmental impact analysis under the California Environmental Quality Act (CEQA). He is also a skilled field biologist with extensive experience in the San Francisco Bay Area and Sacramento–San Joaquin Delta conducting biological resource site assessments, special-status wildlife surveys (e.g., burrowing owl [*Athene cunicularia*] and Swainson's hawk [*Buteo swainsoni*]), and preconstruction nesting bird surveys.

Mr. Ricketts enjoys the challenge of synthesizing complex scientific and regulatory information into reader-friendly documents and communicating this information to clients, regulatory agencies, and project stakeholders. He has worked on a wide range of project types and sizes under many roles, from construction monitor to meeting facilitator. He therefore understands the importance of balancing technical rigor with practical feasibility in environmental documents and strives to bring this balance to every project he works on.

## Project Experience

**123 Independence Drive Project, City of Menlo Park, California.** Served as senior peer reviewer for biological resources chapter of EIR. Used previous experience and familiarity with ConnectMenlo EIR to guide technical staff in their analysis. (2021)

**1350 Adams Court Project, City of Menlo Park, California.** While working at ICF, served as lead biologist. The proposed project involved the construction of a new life science building within the existing Menlo Park Labs Campus.

Conducted site assessment to verify findings of previous biological resource report and wrote biological resources section of Initial Study. Summarized previous biological resource analysis conducted for ConnectMenlo EIR and analyzed whether the project would result in any changes from the previous analysis. (2018)

**Sustainability Policy and Regulatory Update of the County of Santa Cruz General Plan/Local Coastal Program and Santa Cruz County Code, County of Santa Cruz, California.** Serving as senior biologist. The proposed project is an update to the County's General Plan/Local Coastal Program and associated revisions to the Santa Cruz County Code to implement policies from the Sustainable Santa Cruz County Plan that was accepted by the Board of Supervisors in October 2014. Prepared the biological resources chapter of the draft Environmental Impact Report (EIR) that required synthesis of previous County-level policy EIRs. Analyzed potential impacts of over 30 policy updates on biological resources at a program level. The Administrative Draft EIR is currently under County review. (2021–Ongoing).



### Education

Eastern Kentucky University  
MS, Biology/Applied Ecology, 1999

University of Illinois at Urbana-Champaign  
BS, Natural Resources and Environmental Sciences, 1997

### Certifications

U.S. Fish and Wildlife Service, ESA Section 10(a)(1)(A) Recovery Permit No. TE-61177B-0

### Professional Affiliations

National Habitat Conservation Plan Coalition

The Wildlife Society

**Newell Creek Pipeline Improvement Project, City of Santa Cruz, California.** Serving as senior biologist. The project is being proposed to address structural deficiencies in and improve maintenance access to the existing 9.25-mile Newell Creek Pipeline between Loch Lomond Reservoir and the Graham Hill Water Treatment Plant. Co-authored the biological resource assessment report and biological resources section of the draft EIR (released for public review in November 2021). Upcoming work includes assisting the City with the federal ESA permitting strategy, including determining if the project qualifies for coverage under the City's Operations and Maintenance Habitat Conservation Plan (HCP) (2021–Ongoing).

**Santa Cruz Water Rights Project, City of Santa Cruz, California.** Served as biologist. The proposed project would modify water rights to expand authorized place of use, improve existing diversions, extend the City's time to put water to full beneficial use, and provide for underground storage to expand the City's water supply. Conducted field reconnaissance of project-level impact sites and co-authored the biological resources chapter of the EIR. Compiled and synthesized a large amount of available information on Santa Cruz County biological resources and analyzed potential impacts at both project and program levels for a complex project with many components. (2020–2021)

# Emily Scricca

## BIOLOGIST

Emily Scricca is a wildlife biologist with more than 12 years' experience with natural resource-related projects throughout California, including experience conducting protocol-level surveys, assessments, and biological monitoring for numerous species, including burrowing owl (*Athene cunicularia*), Swainson's hawk (*Buteo swainsonii*), tricolored blackbird (*Agelaius tricolor*), western snowy plover (*Charadrius alexandrinus*), California tiger salamander (*Ambystoma californiense*), California red-legged frog (*Rana draytonii*), foothill yellow-legged frog (*Rana boylei*), California giant salamander (*Dicamptodon ensatus*), Santa Cruz black salamander (*Aneides flavipunctatus niger*), western pond turtle (*Actinemys marmorata*), American badger (*Taxidea taxus*), San Francisco dusky-footed woodrat (*Neotoma fuscipes annectens*), and San Joaquin kit fox (*Vulpes macrotis*). Ms. Scricca possesses a federal 10(a)1(A) recovery permit for California tiger salamander. From her various positions in California, Ms. Scricca has strong knowledge of California flora and fauna and is well versed in environmental survey and sampling techniques. Ms. Scricca has a strong background in endangered species permitting, biological impact assessment, and biological compliance implementation. Ms. Scricca has prepared numerous technical reports in support of the environmental review and permitting processes for dozens of projects.

## Project Experience

### 123 Independence Drive Project, City of Menlo Park, California (2021-2022).

Lead biologist for the proposed re-development project. Conducted reconnaissance-level biological field survey assessments and prepared the biological resources chapter of the EIR. Responded to comments and drafted edits of the chapter in response to comments.

### UC Berkeley Levine-Fricke Stadium Project, Alameda County, California (2022-present).

Lead biologist for the proposed Levine-Fricke Stadium Project within the Strawberry Canyon Recreational Area in Berkeley, CA. Conducted a field biological resources assessment and prepared the biological resources section of the Draft ADEIR CEQA document for the project.

### State Route 17 Emergency Shaded Fuel Break, CAL Fire & Santa Clara County FireSafe Council, Santa Clara County, California (2019- 2021).

Lead Biologist for the 6.5 mile, 494-acre shaded fuel break project along both sides of Highway 17 from the Santa Clara/Santa Cruz County boundary to the Town of Los Gatos. Work included conducting biological surveys, reporting, pre-construction trainings, implementation of project-specific best management practices, agency coordination, mapping locations of sensitive resources, permit package preparation and implementation of avoidance measures.



### Education

San Jose State University  
MS, Environmental  
Studies, 2017

University of Vermont  
BS, Animal Sciences,  
2010

### Certifications

USFWS, Section  
10(a)(1)(A) Native  
Endangered and  
Threatened Species  
Recovery Permit, No.  
TE45251C-0

- California tiger  
salamander

CDFW, Memorandum of  
Understanding, Scientific  
Collecting Permit, No. SC-  
013755

- California Tiger  
Salamander

CDFW, Scientific  
Collecting Permit, Special  
Use Permit, No. S-  
220390005-22040-002

### Professional Affiliations

National Wildlife  
Federation

San Francisco Bay Bird  
Observatory

The Wildlife Society

Western Bird Banding  
Association

**As-Needed Environmental Services, San Jose Water Company, Santa Clara County, California (2019- present).**

Lead Biologist/CDFW approved biologist under CDFW LSAA, for multiple projects associated with the Los Gatos Creek Watershed Maintenance Program. Work includes conducting biological surveys and reporting, surveys for special status animals such as roosting bats, foothill yellow-legged frog, California red-legged frog, western pond turtle, steelhead, and San Francisco dusky-footed woodrat, compliance monitoring, and implementation of best management practices associated with RWQCB, CDFW, and USFWS authorizations.

**County of Santa Clara Solar Panel Installation Project, County of Santa Clara, San Jose to Morgan Hill, California (2021-2022).**

The project consisted of the installation of photovoltaic solar panels at 14 County-owned sites between San Jose and Morgan Hill to further expand on the County’s renewable energy portfolio and reduce County emissions from operations. Assisted in the preparation of a biological resource assessment to support CEQA documentation and preparing Santa Clara Valley Habitat Plan Reporting Form Application for Public Projects on behalf of the County.

**Lexington Reservoir Eucalyptus Management Project, Valley Water, Santa Clara County, California (2021- present).**

The project consists of the herbicidal treatment of large stands of Eucalyptus along Lexington Reservoir in Los Gatos, California. Conducted biological resources assessments and special-status species habitat assessments within the project area and prepared a biological resource assessment to support CEQA documentation and CDFW LSAA permit application package on behalf of Valley Water.

**Newby Island Landfill Bank Stabilization Project, San Jose, California.**

Assisted in the preparation of a biological evaluation report for the Newby Island Bank Stabilization project site. Conducted field evaluations in which the biotic resources of the site were determined, and evaluated the potential for green sturgeon (*Acipenser medirostris*), central California coast steelhead (*Oncorhynchus mykiss*), California Ridgeway’s rail (*Rallus obsoletus obsoletus*), and salt marsh harvest mouse (*Reithrodontomys raviventris*) to be impacted by planned project activities. The report also included an Essential Fish Habitat Assessment. (2018)

## Specialized Training

- California Red-Legged Frog Level II Workshop, The Wildlife Project, Feb–Oct 2020.
- Foothill Yellow-Legged Frog Workshop, The Wildlife Project, October 2019.
- Fifty Plant Families in the Field: San Francisco Bay Area, Jepson Herbarium, March 2018.
- Rare Pond Species Survey Techniques Workshop, Laguna de Santa Rosa Foundation, March 2017.
- Amphibians of the San Francisco Bay Area Workshop, Laguna de Santa Rosa Foundation, November 2016.
- CEQA Essentials Workshop, Association of Environmental Professionals, November 2016.
- California Tiger Salamander Terrestrial Ecology Workshop, Laguna de Santa Rosa Foundation, March 2016.

# Adam Giacinto

## HISTORIC/CULTURAL RESOURCES

Adam Giacinto is an archaeologist with 15 years' experience preparing cultural resource reports, site records, and managing archaeological survey, evaluation, and data recovery-level investigations. His research interests include prehistoric hunter-gatherer cultures and contemporary conceptions of heritage. His current research focuses on the social, historical, archaeological, and political mechanisms surrounding heritage values. He has gained practical experience in archaeological and ethnographic field methods while conducting research in the Southwest, Mexico, and Eastern Europe.

Mr. Giacinto brings specialized experience in cultural resources information processing gained while working at the South Coastal Information Center. He has worked as part of a nonprofit collaboration in designing and managing a large-scale, preservation-oriented, standardized database and conducting site and impact predictive Geographic Information Systems (GIS) analysis of the cultural resources landscape surrounding ancient Lake Cahuilla. He provides experience in ethnographic and applied anthropological methods gained in urban and rural settings, both in the United States and internationally.

## Project Experience

### **Park Boulevard Environmental Impact Report (EIR), City of Palo Alto, California.**

As principal archaeological investigator, coordinated a Northwest Indian College (NWIC) records search, Native American Heritage Commission (NAHC) and Native American consultation, archaeological survey, and preparation of a technical report and EIR section. An appropriate mitigation strategy was developed and provided to the City of Palo Alto for this negative cultural inventory.

### **Vacaville Center Campus Project, Solano Community College District, City of Vacaville, California.**

As principal archaeological investigator, coordinated a NWIC records search, NAHC and Native American communication, archaeological survey, and preparation of a technical report. Recommendations were framed in compliance with California Environmental Quality Act (CEQA) regulations and submitted to the lead agency.

**Makani Power Wind Turbine Pilot Program, Google Inc., Alameda, California.** As principal investigator, coordinated a NWIC records search, NAHC and Native American consultation, archaeological survey, and preparation of a negative technical memo a for this potential wind farm. The mitigation strategy did not require additional archaeological monitoring or other work based on the lack of archaeological sites, and the low potential for encountering unrecorded subsurface cultural resources. Recommendations were submitted as a categorical exemption to the reviewing agency.

**Yokohl Ranch Cultural Resources, The Yokohl Ranch Company LLC, Tulare, California.** As co-principal investigator and field director, managed 15 archaeologists in conducting 1,900 acres of survey throughout the Yokohl Valley.



### **Education**

*San Diego State University*

*MA, Anthropology*

*Sonoma State University*

*BA, Anthropology/*

*Linguistics*

*Santa Rosa Junior College*

*AA, Anthropology*

### **Professional Affiliations**

*Register of Professional Archaeologists*

*Society for California Archaeology*

*American Anthropological Association*

*Institute of Archaeomythology*

*American Anthropological Association*

*American Anthropological Association*

*American Anthropological Association*

**Hamilton Hospital Project, City of Novato, California.** As principal investigator, managed tribal and archaeological fieldwork and methodological reporting relating to the extended Phase I inventory geoprobe drilling and shovel test pit excavation. Considerations included compliance under CEQA and local regulations.

**Maidu Bike Path and Park Projects, City of Auburn, California.** As principal investigator, managed the survey, archival searches, tribal correspondence, and reported management recommendations for a cultural resources inventory. Considerations included compliance under CEQA and Section 106 of the NHPA.

**Stepphollow Creek and Bear River Restoration, Nevada County, California.** As principal investigator, assisted with management of field efforts and preparation of a technical report for a cultural inventory. Resources were evaluated for significance under CEQA, and Section 106 of the NHPA.

**As Needed Planning and Environmental Contract, Recycled Wastewater Treatment Plant Secondary Process Upgrade Improvement Project, City of Auburn, California.** As principal investigator, managed the survey, archival searches, tribal correspondence, and reported management recommendations for a cultural resources inventory. Considerations included compliance under CEQA and Section 106 of the NHPA.

**Recycled Water Pipeline Project, City of Woodland, California.** As principal investigator, managed the survey, archival searches, tribal correspondence, and reported management recommendations for a cultural resources inventory. Considerations included compliance under CEQA and Section 106 of the NHPA.

**Hanson El Monte Pond Restoration, Lakeside's River Park Conservancy, San Diego, California.** As principal investigator, managed the field efforts, reporting, and agency interface for a cultural inventory. Resources were evaluated for significance under county guidelines, CEQA, and Section 106 of the NHPA. Worked with the ACOE for submittal of documents to State Historic Preservation Office (SHPO).

**Lake Cahuilla Management Plan, ASM PARC, Riverside County, California.** As project archaeologist and lead analyst, led in the formation of a standardized database associated with ancient Lake Cahuilla. Performed GIS data integration and predictive analysis, data entry of site record information, and completed multi-day, multi-person record search for Riverside County.

**South Palm Canyon West Fork Flood Emergency Work, Agua Caliente Band of Cahuilla Indians, Palm Springs, California.** As principal investigator, worked with the Agua Caliente Band of Cahuilla Indians Tribal Historic Preservation Office to conduct archaeological monitoring on tribal lands of emergency repairs within Andreas Canyon National Register of Historic Places listed district. A monitoring report with a summary of findings and implemented mitigation activities, daily monitoring logs and photos, and confidential figures was provided to the tribe.

**South Palm Canyon Improvements, Agua Caliente Band of Cahuilla Indians, Palm Springs, California.** As principal investigator, worked with the Agua Caliente Band of Cahuilla Indians Tribal Historic Preservation Office to conduct archaeological monitoring on tribal lands of facility improvements within Andreas Canyon National Register of Historic Places listed district. A monitoring report with a summary of findings and implemented mitigation activities, daily monitoring logs and photos, and confidential figures was provided to the tribe.

**Shu'luuk Wind Project Cultural Resource Study Survey, Campo Environmental Protection Agency and Invenergy LLC, Campo Indian Reservation, California.** As field director, managed two teams of archaeologists, consisting of seven total practitioners, in conducting a survey of the 2,400-acre study area in a general inventory of potentially impacted cultural resources. Worked with Campo Environmental Protection Agency, of the Campo Kumeyaay Nation, in forming management objectives and integrating six Native American Monitors into daily survey activities.

# Ross Owen, MA, RPA

## HISTORIC/CULTURAL RESOURCES

Ross Owen is an Archaeologist with 5 years' experience conducting Phase I and II archaeological surveys. Working on identification-level surveys Mr. Owen has acclimated to working on a diverse range of site types and landforms which has contributed to his knowledge of material culture, site formation processes, and soil development, primarily in the mid-Atlantic region, California, and Nevada.

In his role as a field/lab technician and as a field director, Mr. Owen has been involved in all stages of completing Phase I and II surveys and evaluation for compliance with Section 106 of the NHPA as well as CEQA. He also carries experience in records searches and archival work, tribal consultation, data management, field excavation, and laboratory processing. Outside of work he has sought out opportunities to present research in academic settings, speak with the public about archaeology to better communicate archaeological significance to the public.

## Project Experience

**Martis Valley Trail Segment 3F, Placer County, California.** Conducted in-person records search and review at the North Central Information Center and compiled results in report. Pedestrian archaeological survey of project area. Preparation of report documenting negative findings. Tribal correspondence soliciting information on known resources within project area and project-related concerns.

**SOMO Village Project, City of Rohnert Park, Sonoma County, California.** Prepared Phase I archaeological letter report.

**Dowdell Industrial Park, City of Rohnert Park, Sonoma County, California.** Conducted records search review and integrated results into report meeting United States Army Corps of Engineers standards for Section 106 and CEQA compliance.

**Worldview SpaceX Class III Cultural resource Inventory, Nye County, Nevada.** Prepared and reviewed BLM submission packet containing final drafts of report and BLM-required digital data. Submitted to Nevada BLM Tonopah Field Office.

**J. Chen Stone Ave Tech Studies 4050 Grange Road, Sonoma County, California.** Conducted in-person records search and review at the Northwest Information Center and compiled results in report. Pedestrian archaeological survey of project area. Preparation of report documenting negative findings. Tribal correspondence soliciting information on known resources within project area and project-related concerns.

**Cloverdale Unified School District Project, Sonoma County, California.** Conducted archaeological survey and reporting for proposed athletic facilities for the Cloverdale Unified School District. Tribal correspondence soliciting information on known resources within project area and project-related concerns.

## Education

*Indiana University of Pennsylvania  
MA, Applied Archaeology  
Boston University  
BA, Archaeology, 2014*

## Certifications

*Register of Professional Archaeologists (RPA),  
No. 18014*

## Professional Affiliations

*Society for American Archaeology*

**California State University – Chico Master Plan EIR, Butte County, California.** Conducted archaeological survey and reporting of survey results. Assisted in compilation of archaeological report for Master Plan EIR document.

**Woodland Community College Performing Arts and Culinary Services Facility Project, Yolo County, California.** Conducted archaeological survey and reporting for a proposed university facilities expansion in Yolo County.

**Arlington Solar Energy Project, Riverside County, California.** Assisted in relocating, sketching and sub-meter accuracy GPS recording of WWII-era military training features as required by a Historic Preservation Treatment Plan drafted to mitigate adverse effects on National Register-eligible archaeological resources.

**Fish Springs Ranch Solar Energy Center Project, Washoe County, Nevada.** Performed survey and recordation of archaeological sites. Attribute analysis in field of prehistoric and historic resources. Conducted records search review and compilation for report. Reporting of field survey results for Nevada Bureau of Land Management, and preparation of Intermountain Antiquities Computer System (IMACS) forms documenting new sites and updates to previously recorded sites. Guided field view of resources recorded on private lands with Next Era and Pyramid Lake Paiute Tribal Historic Preservation Officer.

**Round Mountain Area Project – Table Mountain Site, Butte County, California.** Conducted archaeological survey and reporting for a proposed power generation facility in Butte County.

**Heartland Solar Development Project, Fresno County, California.** Led crew for survey of 2,000+ acre archaeological survey of a proposed solar energy project.

**Gonzaga Wind Repowering Project, Merced County, California.** Performed archaeological survey for California Department of Parks and Recreation Four Rivers District proposed wind farm, associated access roads and transmission lines.

**Dodge Flat Solar Energy Center, Washoe County, Nevada.** Prepared and reviewed BLM submission packet containing final drafts of report and BLM-required digital data. Submitted to Nevada BLM Sierra Front Field Office.

**Blythe Solar Power Project, Riverside County, California.** Compiled monitoring logs and weekly monitoring summaries to submit to client.

**Nevada Street Phase II, City of Auburn, Placer County, California.** Performed archaeological monitoring of intersection realignment and utility work along Nevada Street in Auburn, California. Reported monitoring actions and results to City of Auburn and NexGen.

**Robinson Mine Conditional Use Permit Modification, Placer County, California.** Conducted in-person records search and review at the North Central Information Center and compiled results in report. Pedestrian archaeological survey of project area.

**Martis Wildlife Area Restoration Project, Placer County, California.** Performed demarcation of Environmentally Sensitive Areas (ESAs) in advance of construction association with wetland restoration efforts for the U.S. Army Corps of Engineers, Sacramento District and Truckee River Watershed Council. Archaeological monitoring during construction. Fieldwork to prepare a Performance Work Statement (PWS) for the Army Corps of Engineers to assess impacts to CA-PLA-5. Preparation of reports documenting monitoring and PWS efforts and results.



# Kathryn Haley, MA

## HISTORICAL/CULTURAL RESOURCES

Kathryn Haley is a historic built environment resource specialist/architectural historian with 18 years' professional experience in historic/cultural resource management. Ms. Haley has worked on a wide variety of projects involving historic research, field inventory, and site assessment conducted for compliance with Section 106 of the National Historic Preservation Act (NHPA), National Environmental Policy Act (NEPA), and California Environmental Quality Act (CEQA). Ms. Haley specializes in the California Register of Historical Resources (CRHR); the National Register of Historic Places (NRHP); and evaluations of built environment resources, including water management structures (levees, canals, dams, and ditches), buildings (residential, industrial, and commercial), and linear resources (railroad alignments, roads, and bridges). She specializes in managing large-scale surveys of built environment resources, including historic district evaluations.

She meets the Secretary of the Interior's Professional Qualification Standards for historian and architectural historian. Ms. Haley has also assisted in preparation of Historic Properties Inspection Reports (condition assessments) under the direction of the Naval Facilities Engineering Command (NAVFAC) in accordance with Section 106 and Section 110 of the NHPA. Moreover, she is also experienced in the preparation of Historic American Building Survey (HABS), Historic American Engineering Record (HAER), and Historic American Landscape Survey (HALS) documents, as well as the preparation for National Register nominations.

## Project Experience

**On-Call Services for Department of Water Resources, Operations and Maintenance Division, State of California.** Dudek was retained by the State of California's Department of Water Resources (DWR), Operations and Maintenance Division (O&M), to assist in a wide range of on-going environmental compliance efforts. Under this on-call contract, serves as project manager for a task order focused on assisting DWR in efforts to streamline cultural resources environmental documentation for O&M projects. Dudek is also preparing built environment technical reports for several projects under this contract. Led the creation of a standardized historic context statement for State Water Project (SWP), as well as Historical Resources Technical Reports for various SWP maintenance projects. Technical reports have been prepared for O&M projects at the following sites: Dyer Dam and Reservoir, Patterson Dam and Reservoir, Clifton Court Forebay, California Aqueduct Milepost 230.

**The Keiser Avenue Reconstruction Project, City of Rohnert Park, Sonoma County, California.** The City of Rohnert Park retained Dudek to prepare an HRER for the proposed Keiser Avenue Reconstruction project, which proposed the demolition of a residential property within the project area limits, located at 5040 Snyder Lane. Served as lead architectural historian for the project and co-authored the HRER. Preparation of the report entailed extensive archival research; the composition of an appropriate historic context focused on the history of Rohnert Park; evaluation of the built features of the property within the framework of NRHP, CRHP, and local designation requirements; and the preparation of accompanying Department of Parks and Recreation (DPR) 523 forms.



### Education

California State University,  
Sacramento  
MA, Public History  
BA, History

### Professional Affiliations

California Council for the  
Promotion of History  
(former Treasurer)  
California Preservation  
Foundation

**Bidwell and El Rancho Verde Parks Master Plan, Cities of Hayward and Union City, Alameda County, California.**

Dudek was retained to prepare a cultural resources technical report for the Bidwell and El Rancho Verde Parks Master Plan project located in Alameda County. Co-authored the cultural resources technical report and provided QA/QC. Preparation of the technical report entailed archival building development research in local repositories and the composition of an appropriate historic context focused on the history of Hayward and the development of Post-war residential communities in the Bay Area, exterior survey fieldwork of the resources, and historical significance evaluations for the resources in consideration of NRHP, CRHP, and local designation requirements.

**Mitigation Implementation for 3093 Broadway (HABS and Interpretative Signage), The Martin Group, City of Oakland, Alameda County, California.**

Dudek was retained by The Martin Group to prepare documentation required under CEQA for the 3093 Broadway Project, which resulted in a significant impact of a CEQA historical resource. Preparation of local-level HABS documentation of the Connell Motor Company Building in Oakland, California and interpretative signage were included as mitigation requirements outlined in the EIR for this project. In coordination with the City of Oakland, Dudek assisted The Martin Group in implementation of the required mitigation. Dudek prepared the HABS documentation and created the interpretive signage for the building that documented the history of the Connell Motor Company building following its demolition in 2016 and integration of the showroom façade into the new complex located at the site completed in 2019. Tasks involved in completing this work included intensive research related to the Connell Motor Company building, writing the HABS report, and the compilation of all known existing physical evidence related to the building. Additionally, the information compiled as part of the HABS documentation was used to produce the text and graphics for the interpretative signage in the form of an informational plaque documenting the historic significance of the Connell Building that is now featured at the new complex. Provided senior-level technical support and QA/QC.

**University of California Berkeley, Clark Kerr Campus Beach Volleyball Complex EIR, University of California Berkeley, Alameda County, California.** Dudek is in the process of assisting the University of California Berkeley (UC Berkeley) with an EIR for the Clark Kerr Campus (CKC) Beach Volleyball Complex Project, which is located within NRHP District No. 82000962 *State Asylum for the Deaf, Dumb, and Blind* (also known as *California Schools for the Deaf and Blind*) (historic district). The historic district is also considered a City of Berkeley Landmark. UC Berkeley is proposing to partially demolish CKC Building 21/NRHP California Schools for the Deaf and Blind Building B-11, which is a contributing building to the historic district. The partial demolition of CKC Building 21 is being pursued due to the seismic safety risk posed by the building pursuant to the University of California's Seismic Safety Policy, as well as certain obligations under the CKC Covenants, which limit the ability of the campus to construct new buildings on the CKC. This subject building has been vacant since at least the late 1970s. To comply with Public Resources Code (PRC) Section 5024(b), regarding state-owned historical resources, UC Berkeley must consult with the State Historic Preservation Officer (SHPO) on the project. Is serving as lead architectural historian on the project, assisting UC Berkeley with SHPO correspondence and preparing the technical finding of effect/Secretary of the Interior's Standards (SOIS) analysis for the project. Will work with UC Berkeley on mitigation development if necessary.

**1624 Mission Street, SOIS Compliance Analysis, City and County of Santa Cruz, California.** Dudek was retained to review the proposed project to rehabilitate the locally listed historic resource located at 1624 Mission Street in the City of Santa Cruz, California. The City of Santa Cruz required that a qualified architectural historian assess the proposed project, which involved the replacement of the wooden storefront window wall and full-light metal door, the concrete entry slab, wall and stairs, and the addition of a new front railing for conformance with SOIS for the Treatment of Historic Properties, specifically, the Standards for Rehabilitation. Project work entailed consultation to design a suitable replacement storefront after structural failure caused by a storm. Dudek also drafted the memorandum providing an analysis of how the project conforms to SOIS. Provided senior level technical support and QA/QC.

# Fallin E. Steffen, MPS

## ARCHITECTURAL HISTORIAN

Fallin Steffen (*FAL-in STEF-in; she/her*) is an Architectural Historian with 8 years' experience in historic preservation, architectural conservation, and cultural resource management in the Monterey Bay Area and Northern California. Ms. Steffen's professional experience encompasses a variety of projects for local agencies, private developers, and homeowners in both highly urbanized and rural areas, including reconnaissance- and intensive-level surveys, preparation of resource-appropriate and city-wide historic contexts, and historical significance evaluations in consideration of the National Register of Historic Places (NRHP), California Register of Historic Resources (CRHR), and local designation criteria. Additionally, Ms. Steffen was appointed as a Commissioner to the Santa Cruz City Historic Preservation Commission assisting Santa Cruz City Staff with design review and conformance with the Secretary of the Interior Standards for proposed residential, commercial, and municipal projects involving historic properties. Ms. Steffen meets the Secretary of the Interior's Professional Qualification Standards for Architectural History. She is experienced with interdisciplinary projects spanning private and public development, transportation, and water infrastructure, and maintains experience forming educational sessions about the identification of and best practices for the preservation of historic resources.



### Education

*Tulane University,  
New Orleans, LA  
Masters of Preservation  
Studies, 2015*

*University of California,  
Santa Cruz, CA  
B.A. History of Art & Visual  
Culture, 2010*

## Relevant Dudek Project Experience

**Vista Woods Apartment Project, CEQA Compliance and HUD Permitting, Pinole, California.** Served as architectural historian and co-authored the Built Environment Resources Inventory and Evaluation Report for the Vista Woods Apartment Project. The purpose of the project was to replace existing buildings on a development site comprising three parcels located in the City of Pinole, California with a new 4-story, 179-unit apartment complex providing affordable housing to seniors. As the project includes funding from the Department of Housing and Urban Development (HUD), the City of Pinole requested the document comply with Section 106 of the NHPA of 1966 and CEQA. Ms. Steffen authored the historical significance evaluation for 1106 San Pablo Avenue and its associated components. The significance evaluation determined that the property does not appear eligible for designation under NRHP, CRHR and local designation criteria. (2021)

**The Delivery Station Building Project, Cultural Resources Inventory and Evaluation Report, San José, California.** Served as architectural historian for the project, conducted fieldwork and co-authored the Cultural Resources Inventory and Evaluation Report. Dudek was retained by Kimley-Horn to complete a Historic Resources Evaluation for an industrial complex located in the City of San José, California. The purpose of the project is the replacement of the existing industrial complex with an approximate 94,325 square feet new warehouse building and site related improvements. The report entailed archival building development research in local repositories and the composition of an appropriate historic context focused on the history of San José, exterior survey fieldwork of the resources, and historical significance evaluations for the resources in consideration of NRHP, CRHP, and local designation requirements. As a result of the significance evaluation, the subject property does not appear eligible for listing in the NRHP, CRHR, or local inventory, due to a lack of significant architectural merit. (2021)

**County of Santa Clara Solar Panel Installation Project, Cultural Resources Assessment, Santa Clara County, California.** Served as architectural historian and co-author of the historic resource evaluations. The purpose of the project is to install Solar Panels at 14 County-owned sites to further expand on the County's renewable energy portfolio and reduce the County's emissions from operations. As a result of Dudek's extensive archival research, field survey, assessment of potential project impacts, and property significance evaluations, the cultural resources assessment identified no historical resources were identified within the Project sites. Nor were any adjacent resources identified that could be indirectly impacted by proposed project activities. Therefore, the Projects were found to result in no impact to historical resources under CEQA. (2021)

**123 Independence Drive Mixed-Use Project, Department of Community Development, City of Menlo Park, California.** Served as architectural historian and co-author of the Historical Resources Evaluation Report. The Sobrato Organization retained Dudek to prepare a cultural resources study in support of the 123 Independence Drive Mixed-Use Project located in the City of Menlo Park. The study included a pedestrian survey of the subject properties for buildings and structures over 45 years of age; building development and archival research for the identified properties located within the project site; recordation and evaluation of cultural resources identified within the study area for the NRHP, CRHR, and local eligibility criteria and integrity requirements; and an assessment of potential impacts to historical resources in conformance with the California Environmental Quality Act (CEQA) and all applicable local municipal code and planning documents. Ms. Steffen's efforts included exterior survey fieldwork of the resources and archival building development research in local repositories. (2020)

**Bidwell and El Rancho Verde Parks Master Plan, Cities of Hayward and Union City, California.** Served as architectural historian and co-author of the Cultural Resources Study. Dudek was retained by Carducci Associates to prepare a cultural resources study in support of the Bidwell and El Rancho Verde Parks Master Plan project proposed by the Hayward Area Recreation Park Department and located in Alameda County. The study included a California Historical Resources Information System (CHRIS) records search of the project sites and a 0.5-mile radius buffer; a pedestrian survey of the subject properties for cultural resources; building development and archival research; recordation and evaluation of cultural resources identified within one property in the study area; and an assessment of potential impacts to historical resources in conformance with CEQA and all applicable local municipal code and planning documents. The former Bidwell School property and all associated buildings and structures were found not eligible under all NRHP, CRHR, and local designation criteria. The cultural resources study and efforts included exterior survey fieldwork of resources, archival building development research in local repositories, composition of appropriate historic context focused on the development of Post-war residential communities in the Bay Area, and historical significance evaluations for the resources in consideration of NRHP, CRHP, and local designation requirements. (2020)

**Mitigation Implementation for 3093 Broadway (Historic American Building Survey [HABS] and Interpretative Signage), The Martin Group, City of Oakland, Alameda County, California.** Dudek was retained by The Martin Group to prepare documentation required under CEQA for the 3093 Broadway Project, which resulted a significant impact of a CEQA historical resource. Preparation of local level HABS documentation of the Connell Motor Company Building in Oakland, California and interpretative signage were included as mitigation requirements outlined in the Environmental Impact Report (EIR) for this project. In coordination with the City of Oakland, Dudek assisted The Martin Group in implementation of the required mitigation. Dudek prepared the HABS documentation and created the interpretive signage for the building that documented the history of the Connell Motor Company building following its demolition in 2016 and integration of the showroom façade into the new complex located at the site completed in 2019. As architectural historian, Ms. Steffen's contributions to the project included intensive research related to the Connell Motor Company building, the written HABS report, and the compilation of all known existing physical evidence related to the building. (2020)

# Erin Jones

## HISTORICAL/CULTURAL RESOURCES

Erin Jones (*AIR-in JO-nes; she/her*) is a highly committed, well-qualified professional with experience co-authoring National Historic Landmark nominations, authoring historic context statements, California Department of Parks and Recreation (DPR) 523 forms, and architectural building descriptions. Ms. Jones is familiar with National Register Bulletins and Section 106, as well as the National Environmental Policy Act, National Historic Preservation Act, and California Environmental Quality Act. Her objective is to connect the public to socially diverse histories and contribute to the historic preservation and education of our community. Credible experience with Microsoft Office Suite.



### Education

California State University,  
Sacramento  
Master of Arts Public  
History with Honors,  
Spring 2021  
University of Oregon  
Bachelor of Arts History,  
Fall 2017

## Relevant Previous Experience

**Research Assistant, JRP Historical Consulting LLC, Davis, California.** Serving as research assistant, conducted field work recording architectural and engineering characteristics for a variety of built environmental resources, including commercial, residential, and agricultural buildings. Responsible for the preparation of Historic Resources Evaluation Reports, Historic American Building Survey forms, and California Department of Parks and Recreation 523 forms, as well as infrastructure descriptions and historic context statements. (2019–2020)

**State Route 132, JRP Historical Consulting LLC, Modesto, California.** Conducted field work, crafted 50 DPR 523 forms, developed historic context statement. (2019–2020)

**Metropolitan State Hospital, Department of State Hospitals, Norwalk, California.** Developed Historic American Building Survey and crafted infrastructure descriptions. (2020)

**Main Street, JRP Historical Consulting LLC, Salinas, California.** Conducted field work, crafted 20 DPR 523 forms, and developed historic context statement. (2020)

**Research Assistant, University INC., Sacramento, California.** Serving as research assistant, aided in the research, writing, and preparation for the National Historic Landmark Nomination of Pond Farm Pottery in Guerneville, California. Additionally, authored Sutter County's Century Farmers historic context document. (2020–2021)

**Podcast Developer, California State University, Sacramento, California.** Developed, wrote, and produced California State University, Sacramento's "Out of the Dust" podcast its inaugural year. "Out of the Dust" focuses on stories from the State of California that are often not emphasized by historians, examines the built environment, and discusses the stories that shaped California's land use. (2020)

**Supervisor, Shelton-McMurphey Johnson House Museum, Eugene, Oregon.** Designed and installed exhibits; developed oral history program; organized and implemented tours and training guidelines; liaised between groups, presenters, and museum staff. (2016–2017)

**Stephanie Hagar**  
Principal



## Education

Master of City Planning,  
UC Berkeley

Bachelor of Art,  
Psychology, UC San  
Diego

## Professional Experience

Stephanie provides strong leadership and project management to BAE engagements throughout the western US. She has extensive experience with workforce and affordable housing studies, along with deep expertise in financial feasibility, fiscal impact, economic impact, and market studies.

Stephanie has completed numerous workforce and affordable housing strategies, needs assessments, and policy studies. She recently completed housing needs assessments to evaluate the impacts of two proposed office developments and a proposed private elementary school in East Palo Alto and an assessment of housing needs related to hotel construction in Napa. Stephanie also served a key role in BAE's Los Angeles Affordable Housing Linkage Fee Nexus study and Ventura Affordable Housing Fee Study, leading the portion of each study describing the affordable housing need generated by new commercial and market-rate residential projects. Her other affordable housing policy work has included Housing Element Updates for the cities of Milpitas and Concord, CA, analyzing housing needs and potential housing development sites. Stephanie is currently serving as the project manager for Housing Element Updates for the Cities of Davis and Mountain View.

Stephanie's other housing policy work has included affordable housing and anti-displacement strategies for TOD plans in Walnut Creek, Rohnert Park, Fairfield, and South San Francisco. Stephanie has also completed Analyses of Impediments to Fair Housing Choice for the cities of Napa and Berkeley, and a Consolidated Plan for the City of Napa.

## Housing Needs Assessments and Fiscal Impact Analyses (multiple projects)

City of East Palo Alto  
Housing Needs Assessment; Fiscal Impact Analysis

## Hotel Impact Analysis

City of Napa  
Fiscal Impact Analysis;  
Worker Housing Needs Assessment; Economic Impact Analysis

## Affordable Housing Strategy

City of Sunnyvale  
Workforce and Affordable Housing Needs Assessment, Analysis of Special Housing Topics, Policy Analysis

## Residential and Commercial Linkage Fee Nexus Study

City of Los Angeles  
Affordable Housing Need Analysis; Affordable Housing Policy Advisory

## Affordable Housing Fee Study

City of Ventura  
Affordable Housing Need Analysis; Inclusionary and Fee Financial Feasibility Analysis; Affordable Housing Policy Advisory

Raymond Kennedy, MA  
Director of Research



## Education

Master of Arts,  
Geography,  
University of Cincinnati

Bachelor of Arts,  
Anthropology, University  
of Cincinnati

## Professional Experience

Ray's in-depth knowledge of complex data sources and quantitative methods has been a premier BAE asset since he joined BAE in 1988. He contributes to BAE engagements across the company, providing strong analytical and data management services.

Ray has extensive experience in using the US Census Public Use Microdata Sample (PUMS) data and the IMPLAN model in housing nexus analyses to develop more detailed and accurate income and household size distributions than those created based only on average wages by industry and occupation. He has provided analysis using PUMS or IMPLAN for projects including the Los Angeles and Berkeley Housing Fee Nexus Studies, the Moab Assured Housing Study, and many others.

Ray has contributed to numerous affordable housing market studies and plans. He has managed completion of over 50 Low Income Housing Tax Credit market studies, meeting all regulatory requirements for detailed demand estimates by household income range. He has supported numerous Consolidated Plans, Housing Elements, and Analyses of Impediments to Fair Housing.

## Housing Needs

### Assessment for 123 Independence Drive

City of Menlo Park  
Affordable Housing Need  
Analysis and Policy  
Development

## Residential and Commercial Linkage Fee Nexus Study

City of Los Angeles  
Affordable Housing Need  
Analysis and Policy  
Development

## Housing Impact Fee Nexus Study

City of Berkeley  
Affordable Housing Need  
Analysis and Policy  
Development

## New York City Mandatory Inclusionary Housing Study

New York City, NY  
Affordable Housing Need  
Analysis and Policy  
Development

## Affordable Housing Fee Study

City of Ventura  
Affordable Housing Need  
Analysis and Policy  
Development



# DUDEK

800.450.1818 | HELLO@DUDEK.COM

**DUDEK.COM**









## STAFF REPORT

**City Council**

**Meeting Date:**

**7/11/2023**

**Staff Report Number:**

**23-159-CC**

**Consent Calendar:**

**Adopt a resolution authorizing the city manager to sign an agreement with the California Energy Commission to accept \$4.5 million in state funds for a citywide electrification project**

### Recommendation

Staff recommends the City Council adopt a resolution authorizing the city manager to sign an agreement with the California Energy Commission (CEC) to accept \$4.5 million in state funds for a citywide electrification project (Attachment A).

### Policy Issues

The City has a 2030 Climate Action Plan with a bold goal to reach carbon neutrality by 2030. The City Council also declared a climate emergency in 2019 committing to catalyze accelerated climate action implementation.

### Background

The California State Budget Act of 2022 (AB 179) appropriated \$4.5 million to the City of Menlo Park for a citywide electrification project. The funds will be allocated to the City by the CEC.

The funds were originally requested by Menlo Spark through Senator Josh Becker's office to support low-income whole home electrification projects in the Belle Haven neighborhood. However, when the state adopted the budget that allocated the funds, the City of Menlo Park become the awardee with a project description/scope that stated \$4.5 million was for a citywide electrification project.

In November 2022, Senator Josh Becker presented the \$4.5 million ceremonial check to the City Council. In March 2023, the CEC informed staff that the City could begin the process of claiming the award, and has been working through the grant agreement details since then. A final agreement was provided by the CEC at the end of June.

The purpose of this staff report is to provide signing authority to the city manager to allow acceptance of the funds.

### Analysis

The city attorney has reviewed the agreement. The agreement serves as a mechanism to pass funds from the state to the City efficiently and expeditiously. The City will receive the first half of the funds (\$2.25 million) upon signing the agreement with the CEC.

Once the agreement is fully executed, the State will issue a check to the City within 45 days. Remaining funds would be received upon submitting a progress report to the CEC, likely in late fiscal year 2024-25. The funds must be expended by June 30, 2026.

In June, the Environmental Quality Commission (EQC) discussed a possible scope of work for the City Council to consider, and recommended the following program elements:

- Support partnering with Peninsula Clean Energy to be the program implementer/administrator
  - Provide no cost home electrification for low income residents in District 1
  - Targeting single-family homeowners
  - At least two appliances per home transitioned to electric (at minimum include replacing gas-fired water heating and gas-fired space heating/cooling), and support homeowners with a roadmap to electrification
  - Establish a goal to achieve a high volume of homes
  - Quick start program to get heating and cooling for high-need residents
- Provide seed funding for existing building electrification workforce development
- Provide portable resilience package (e.g., solar and battery) for power outages in District 1, residents with medical needs, and the elderly.

Staff will return to City Council at a regular meeting in August or September 2023 to determine a scope of work for expending the funds that includes considering the EQC's recommendations.

It is important to note the City will likely need to contract or partner with a program implementer/manager, which requires setting up further agreements and may include undertaking competitive procurement process.

### **Impact on City Resources**

The funds will provide additional revenue to support the Climate Action Plan.

### **Environmental Review**

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

### **Public Notice**

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

### **Attachments**

A. Resolution authorizing the city manager to sign an agreement with the CEC and accept funds

Report prepared by:  
Rebecca Lucky, Sustainability Manager

**RESOLUTION NO. XXXX**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK TO AUTHORIZE THE CITY MANAGER TO SIGN AN AGREEMENT WITH THE CALIFORNIA ENERGY COMMISSION TO ACCEPT \$4.5 MILLION IN STATE FUNDS FOR A CITYWIDE ELECTRIFICATION PROJECT**

WHEREAS, the City of Menlo Park, as well as the State of California, have been moving forward in reducing greenhouse gas emissions that contribute to human caused climate change; and

WHEREAS, in 2019, the City Council declared a climate emergency (Resolution No. 6535) and adopted the 2030 Climate Action Plan (CAP) with the goal of making Menlo Park carbon neutral by 2030; and

WHEREAS, Menlo Spark recognized that existing building electrification requires addressing equity for residents that already face socioeconomic hardships; and

WHEREAS, Menlo Spark advocated for funds to support low-income whole home building electrification projects; and

WHEREAS, in November 2022, Senator Josh Becker presented a \$4.5 million ceremonial dollar check for a citywide electrification project to the City Council as a result of the California State Budget Act of 2022 (AB 179); and

WHEREAS, the funds will be allocated by the California Energy Commission; and

WHEREAS, the City Attorney has reviewed a draft template agreement that is a mechanism for the City to receive funds from the state; and

WHEREAS, the City Council will consider a scope of work for expending the funds as soon as possible at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Menlo Park City Council that:

The City Manager is authorized to sign the attached agreement (Exhibit A) with the California Energy Commission that would allow the City to accept \$4.5 million from the State of California; and

The City Manager, or their designee, is authorized to administer acceptance of all funds from the California Energy Commission.

//

//

//

//

//

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 eleventh day of July, 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 \_\_, 2023.

---

Judi A. Herren, City Clerk

Exhibits:

A. Agreement with the California Energy Commission

<b>RECIPIENT</b>  <b>City of Menlo Park</b>	<b>AGREEMENT NUMBER</b>  <b>OTF-23-001</b>
<b>ADDRESS</b>  701 Laurel Street Menlo Park, CA 94025	<b>AGREEMENT TERM</b>  <b>7/1/2023 to 6/30/2026</b>  The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

**PROJECT DESCRIPTION**  
 The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

**Pass Through Grant Subaward** Page(s): 5

<b>REIMBURSABLE AMOUNT</b>  <b>\$4,500,000</b>
<b>MINIMUM MATCH SHARE REQUIRED</b>  <b>\$ 0</b>
<b>TOTAL OF REIMBURSABLE AMOUNT AND MINIMUM MATCH</b>  <b>\$4,500,000</b>

*The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.*

<b>CALIFORNIA ENERGY COMMISSION</b>		<b>CITY OF MENLO PARK</b>	
<small>AUTHORIZED SIGNATURE</small>	<small>DATE</small>	<small>AUTHORIZED SIGNATURE</small>	<small>DATE</small>
<small>NAME</small> <b>Adrienne Winuk</b>		<small>NAME</small>	
<small>TITLE</small> <b>Contracts, Grants, and Loans Office Manager</b>		<small>TITLE</small>	
<small>CALIFORNIA ENERGY COMMISSION ADDRESS</small> <b>715 P Street, MS 18, Sacramento, CA 95814</b>			

## California Energy Commission

### Pass-Through Grant Subaward to the City of Menlo Park

#### 1. Background and Authority for this Grant

California Assembly Bill 179 (AB 179), Chapter 249/Statutes of 2022, section 19.56(e)(3), included an appropriation to the California Energy Commission (CEC) solely for a citywide electrification project in the City of Menlo Park (City):

Sec. 19.56 . . . (e) WATER, DROUGHT, AND OTHER INFRASTRUCTURE

. . .

(3) "To be allocated by the California Energy Commission, \$4,500,000 to the City of Menlo Park for the citywide electrification project."

Accordingly, the CEC and City are entering into this grant agreement (Agreement) to exercise this authority and fund the project.

#### 2. Scope of Work and Products

The City shall only use funds received under this Agreement for its citywide electrification project. The City shall provide two products to the CEC:

Products		
1.	Midway Project Report	Submitted with the second invoice (see next section below "Budget, Invoices, and Payment").
2.	Final Project Report	Submitted on or before the Agreement end date.

Both can be brief documents (e.g., 1-3 pages) and shall include at a minimum the project status; any actual or anticipated issues with completing it; and if the project is still within budget, and if not, what the City will do about it. For the Final Project Report, the City shall also include one or more photos of the completed project. The City can decide if it submits the products in hard copy or electronic form. The City shall submit both products to the contact listed in section 4. below.

#### 3. Budget, Invoices, and Payments

The CEC only has authority to provide up to \$4,500,000 under this Agreement. The CEC will provide this amount in two equal half payments of \$2,250,000 each upon receiving and approving invoices from the

City. The City can invoice at the beginning of this Agreement (First Invoice) and then at some point midway through the project when the first payment of \$2,250,000 is close to being paid out by the City (Second Invoice).

The City shall submit the Midway Project Report from Section 2. above with the Second Invoice. The CEC has the authority to make advance payments to the City in these two payments because Section 19.56 of AB 179 provided (underlining added):

For allocations in this section that include a designated state entity, the entity shall allocate the funds to the recipients identified in the paragraphs following each designation. The state entity shall determine the best method for allocation to ensure the funds are used for the purposes specified in this section.

Notwithstanding any other law, a designated state entity administering an allocation pursuant to this section may provide the allocation as an advance lump sum payment, and the allocation may be used to pay for costs incurred prior to the effective date of the act adding this paragraph.

To reduce the administrative time and cost on both the CEC and the City, thus ensuring more funds are spent on the actual project and it is completed faster, the CEC has decided to use a two-part advance payment approach.

Since the City receives advance payments, it does not need to provide details when submitting the two invoices. However, the City shall promptly provide any information requested under Section 7, D. Audit and L. Access to Sites and Records, in this Agreement.

#### 4. CEC and City Project Contacts

<b>California Energy Commission Project Contact</b>	<b>City of Menlo Park Project Contacts</b>
Elizabeth Butler, Commission Agreement Manager 715 P Street, MS-28 Sacramento, CA 95814 <a href="mailto:Elizabeth.Butler@energy.ca.gov">Elizabeth.Butler@energy.ca.gov</a> (916) 903-4533	Stephen Stolte, Assistant City Manager 701 Laurel Street Menlo Park, CA 94025 <a href="mailto:swstolte@menlopark.gov">swstolte@menlopark.gov</a> (650) 330-6617  Rebecca Lucky, Sustainability Manager 701 Laurel Street Menlo Park, CA 94025 <a href="mailto:rlucky@menlopark.gov">rlucky@menlopark.gov</a> (650) 330-6765

#### 5. Certification

By signing this Agreement, the City hereby certifies that all funds received pursuant to this agreement shall be spent exclusively for its citywide electrification project. The City further certifies that it shall



comply with all applicable laws in performing under this Agreement and in carrying out and administering the citywide electrification project.

## **6. California Environmental Quality Act (CEQA) Compliance**

Before signing this Agreement, CEC staff considered the applicability of CEQA. The CEC's execution of this Agreement for the citywide electrification project is not a project under CEQA. CEQA only applies to "to discretionary projects proposed to be carried out or approved by public agencies." (Public Resources Code section 21080(a).) The CEC does not have discretion to not award these funds to the City for this project. AB 179 (2022) section 19.56(a)(2) states, "For allocations in this section that include a designated state entity, the entity shall allocate the funds to the recipients identified in the paragraphs following each designation." (Underline added.) Accordingly, the CEC's part in this pass-through appropriation from the Legislature is not a project for purposes of CEQA, but the City must still comply with any applicable CEQA requirements.

## **7. Terms and Conditions**

### **A. Nondiscrimination Statement of Compliance**

During the performance of this Agreement, the City and its subcontractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, or denial of family care leave. The City and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

The City and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full. The City and its subcontractors will give written notice of their obligations under this section to labor organizations with which they have a collective bargaining or other Agreement.

The City shall include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

### **B. Drug-Free Workplace Certification**

By signing this Agreement, the Recipient certifies under penalty of perjury under the laws of the State of California that it will comply and will ensure its subcontractors will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.). In addition to any other rights and remedies available to the CEC, failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the CEC determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements of the Act.

C. Americans With Disabilities Act

By signing this Agreement, the City assures the CEC that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

D. Audit

The City agrees that the CEC, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The City agrees to maintain such records for possible audit for a minimum of three (3) years after the agreement ends in any way. The City agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the City agrees to include a similar right of the CEC, the Bureau of State Audits, or their designated representative, to audit records and interview staff in any subcontract related to performance of this Agreement. These rights and responsibilities are in addition to and not restrictive of those in Section 7. L. Access to Sites and Records.

E. Public Works

The City is responsible for complying with all applicable laws, which can include public works requirements under the Labor Code. City acknowledges acceptance of Agreement funds may trigger public works laws (Labor Code Section 1720 et seq.), a requirement of which is to pay prevailing wages, applying to its entire project. If the project is public works, then it is subject to compliance monitoring and enforcement by the Department of Industrial Relations. By signing this Agreement, City certifies that it shall comply with all applicable Public Works laws and requirements.

F. Intellectual Property

As between the City and the CEC, the City owns all intellectual property it or its subcontractors create under this Agreement. The CEC has a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce the products identified in Section 2. above, for governmental purposes.

G. Amendment

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both the City and CEC.

H. Governing Law

This Agreement is governed by the laws of the State of California as to interpretation and performance.

I. Independent Capacity

In the performance of this Agreement, City and its agents, subcontractors, and employees will act in an independent capacity and not as officers, employees, or agents of the CEC or the State of California.

J. Severability

If any provision of this Agreement is unenforceable or held to be unenforceable, all other provisions of this Agreement will remain in full force and effect.

K. Waiver

No waiver of any breach of this Agreement constitutes waiver of any other breach. All remedies in this Agreement will be taken and construed as cumulative, meaning in addition to every other remedy provided in the Agreement or by law.

L. Access to Sites and Records

The City shall provide during the Agreement and for at least 3 years after the Agreement ends in any way to the CEC or its representatives reasonable access to all project sites and to all records related to this Agreement. These rights and responsibilities are in addition to and not restrictive of those in Section 7. D. Audit.

M. Survival of Terms

The following terms survive this Agreement no matter how the agreement ends, such as by its own terms or via termination:

- D. Audit
- E. Public Works
- F. Intellectual Property
- H. Governing Law
- J. Severability
- K. Waiver
- L. Access to Sites and Records

N. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The CEC shall provide the Recipient advance written notice of such termination, allowing the Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the CEC.



**STAFF REPORT**

**City Council**

**Meeting Date:**

**7/11/2023**

**Staff Report Number:**

**23-166-CC**

**Consent Calendar:**

**Authorize the city manager to execute a public improvement and reimbursement agreement for waterline construction related to the 1350 Adams Ct. project**

**Recommendation**

Staff recommends that the City Council authorize the city manager to execute a public improvement and reimbursement agreement with Menlo Park Portfolio II, LLC a related entity of Tarlton Properties (Tarlton) for waterline construction related to the 1350 Adams Ct. project (Attachment A).

**Policy Issues**

The total estimated costs for the design and construction of the waterline exceeds the city manager's award authority for fiscal year 2023-24 (Policy #CC-21-024), therefore City Council authorization for its execution is required.

**Background**

The 1350 Adams Ct. project is located within the Life Sciences zoning area, as designated and analyzed with the 2016 general plan and zoning update. The project will construct a new five-story building on the northern 4.4 acres of an 11.2-acre site, while the southern portion of the site is already developed with an 188,104-square-foot research and development building. On Sept. 12, 2022, the Planning Commission certified the 1350 Adams Ct. final environmental impact report, and approved the use permit, architectural control and in-lieu community amenities fee. The staff report from Sept. 12, 2022 is included as Attachment B.

As part of the Menlo Park Municipal Water (MPMW) Water System Master Plan, released in 2018, a deficiency in available fire flow capacity throughout the Life Sciences area was identified, both under existing conditions and to serve potential future development conditions. To alleviate the fire flow deficiency in the Life Sciences area, the Water System Master Plan identified proposed system improvements, including the installation of an increased 12" diameter pipeline along O'Brien Drive.

The 1350 Adams Ct. project is currently in the initial stages of construction. To provide sufficient fire flow capacity to the project site, the proposed 12" waterline upgrade must be constructed before the building being occupied. Construction of a new 12" waterline on O'Brien Drive was evaluated in the Environmental Impact Report as a component of the 1350 Adams Ct. project. Additionally, construction of the waterline and the related public improvement agreement are required as part of the project conditions of approval.

## Analysis

Tarlton and City staff have negotiated the terms of the proposed public improvement and reimbursement agreement. The public improvement agreement governs the preparation of plans and specifications and construction of the waterline improvement imposed as a condition of the approval of the project and guarantees the construction of the waterline improvement. The project plans have been reviewed and substantially approved by the public works department. Tarlton is required to post a performance bond as a financial guarantee to secure the faithful completion of the required work and a payment bond to secure the payment of wages due to workers on the improvements. The waterline improvement is required to be completed before the issuance of a certificate of occupancy for the project. Once the waterline improvement is completed, the performance bond will convert to a warranty bond to secure the one year warranty period against defects in material or workmanship. The waterline improvements are a “public works” and so is subject to California law regarding labor and competitive bidding.

## Reimbursement

While construction of the waterline upgrade is necessary at this time to ensure the 1350 Adams Ct. project has sufficient available fire flow capacity, the benefits of the waterline upgrade would not be exclusive to the project. The waterline upgrade would also provide benefit to other properties and future developments by ensuring that sufficient fire flow capacity is available throughout the Life Sciences area. Additionally, the upgrade represents an improvement to MPMW system infrastructure, in the form of a new pipeline that will have a longer useful life than what currently exists. In recognition of the multiple current and future beneficiaries of the waterline upgrade, the agreement includes provisions to reimburse Tarlton for the expense of designing and constructing the waterline upgrade.

As outlined in the agreement, Tarlton will be responsible for paying all upfront costs associated with the design, engineering, permitting, installation, and construction of the waterline improvement. Upon successful completion of the waterline installation, Tarlton will be eligible for reimbursement by benefited properties in the Life Sciences area that undergo development or redevelopment within the 20-year agreement term. The agreement defines development or redevelopment of a benefited property as any project that:

- Involves new construction and/or building additions of 10,000 or more gross square feet; or
- Constructs tenant improvements where the cumulative construction value exceeds the threshold for required street improvements specified in Menlo Park Municipal Code section 16.44.110 (Required street improvements). As of July 2022, the threshold for requirement of street improvements is \$676,714.

Within the 20-year term, any future development as defined above would be responsible for payment of a proportionate share of the total reimbursable cost (actual costs plus annual interest accrual) of the waterline design and construction. The proportionate share for any future development would be calculated as a percentage of the developed parcel(s) maximum potential gross floor area (GFA) relative to the overall maximum potential GFA within the Life Sciences area. As a simplified example, if the maximum potential GFA of the entire Life Sciences area was 100,000 square feet and a proposed development parcel had a maximum potential GFA of 10,000 square feet, the proposed development would be responsible for a 10% proportionate share. The agreement calls for the City to require the payments as a condition to receiving building permits for each future project in the area, which the City will forward to Tarlton.

At the conclusion of the 20-year term, the City would be responsible for paying Tarlton any balance of reimbursable costs (actual costs plus annual interest accrual) that was not otherwise reimbursed by development that occurred within the agreement term. The City has the option to pay the entire reimbursable cost immediately upon successful completion of the waterline installation, or at any time during the 20-year term, as a way to reduce the added interest the City would have to pay at the end of the

term on any portion of reimbursable costs not covered by other development. If this option is pursued, the City would still collect payment of the proportionate share from benefited properties that pursue projects meeting the definition of development or redevelopment.

**Impact on City Resources**

Based on the substantially approved project plans, the engineer’s opinion of probable cost for the design and construction of the waterline is \$3,724,500, with an additional \$558,675 and \$1,117,350 budgeted for design and construction contingencies, respectively. The maximum project cost is estimated to be \$5,400,525, inclusive of contingencies.

Tarlton is actively pursuing permits from the San Francisco Public Utilities Commission (SFPUC) for crossing the Hetch Hetchy pipeline with the waterline. Due to strict requirements for proposed utilities within SFPUC right of way, a revised waterline alignment may be required. Based on conceptual alternative alignments, the cost increase for design and construction of an alternative alignment is estimated to be \$300,000. This increase can be absorbed by the current project estimate with the included contingencies.

As the 1350 Adams Ct. project is considered a benefited property within the reimbursement terms of the agreement, it will be responsible for payment of 15.93% of the project costs. Per Table 1, the immediate reimbursable costs upon successful completion of the waterline installation, which might be the City’s responsibility if not paid by other area development, is estimated to be a maximum of \$4,540,221.

Table 1: Estimated cost		
	Value	Percent
Engineers cost estimate	\$5,400,525	100%
1350 Adams Ct. project reimbursement	(\$860,304)	(15.93%)
Potential maximum City reimbursement <sup>1</sup>	\$4,540,221	84.07%
<sup>1</sup> Assumes City elects to pay entire reimbursable cost immediately upon successful completion of the waterline		

The fiscal year 2023-24 capital improvement program currently includes planned funding to provide for reimbursement of the majority of the waterline construction cost upon completion based on the current cost estimate and contingencies. The funding would come from a combination of two projects, the Fire Flow Capacity Improvements project which has an available balance of \$1,692,727 and planned future appropriations of \$1,779,100 for a total amount of \$3,471,827 from water capital funds.

As construction costs are finalized, staff plans to continue to monitor the anticipated funding needs for this work, and would incorporate the needed additional funding as part of a midyear budget amendment or the 2024-25 capital improvement program proposal for City Council consideration as part of the annual budgeting process. A portion of the costs may also be offset by funds from the street resurfacing program (approximately \$6,915,000 currently available from gas taxes, construction street impact fee funds, Measure W countywide transportation sales tax measure and general capital funds) that may be used toward the pavement restoration components of the project. The cost for pavement restoration are still in development as the construction costs are finalized and coordinated with other projects in the area. The final impact on City resources will only be fully known after completion of the reimbursement term, based on the specific benefited properties that may develop during the 20-year reimbursement period and remaining balance of reimbursable costs.

In addition to the 1350 Adams Ct. project, there are currently four other projects in the Life Sciences area undergoing the planning entitlement review process that would meet the definition of future development. While staff does not believe it is prudent to automatically assume these projects will help offset the City reimbursement share, these projects have the combined potential to pay an additional 17.16% of the reimbursable costs, approximately \$0.95 million.

### **Environmental Review**

A final environmental impact report, including review of the proposed waterline, was prepared for the 1350 Adams Ct. project and certified by the Planning Commission Sept. 12, 2022. No additional environmental review is required to authorize the city manager to execute the public improvement and reimbursement agreement.

### **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. Public improvement and reimbursement agreement
- B. Hyperlink – Sept. 12, 2022, Planning Commission staff report:  
[menlopark.gov/files/sharedassets/public/agendas-and-minutes/planning-commission/2022-meetings/agendas/20220912-planning-commission-agenda-packet-amended.pdf#page=97](https://menlopark.gov/files/sharedassets/public/agendas-and-minutes/planning-commission/2022-meetings/agendas/20220912-planning-commission-agenda-packet-amended.pdf#page=97)

Report prepared by:  
Eric Hinkley, Associate Engineer

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

Recording requested by and when  
Recorded return to:

City of Menlo Park  
Attn: City Clerk  
701 Laurel Street  
Menlo Park, CA 94025-3483

Exempt From Recording Fees (Govt. Code §27383) and  
Documentary Transfer Tax (Rev. & Tax. Code §11922)

---

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

## **PUBLIC IMPROVEMENT AND REIMBURSEMENT AGREEMENT (WATERLINE)**

### **O'Brien Drive Waterline Improvements**

This PUBLIC IMPROVEMENT AND REIMBURSEMENT AGREEMENT (WATERLINE) (this "**Agreement**"), is entered into as of July   , 2023 (the "**Effective Date**"), by and between the CITY OF MENLO PARK, a municipal corporation of the State of California ("**City**") and Menlo Park Portfolio II, LLC, a Delaware limited liability company ("**Owner**"). City and Owner are referred to herein individually as a "**Party**" and collectively as the "**Parties**."

### **RECITALS**

A. Owner is the fee owner of that certain parcel of real property collectively and commonly known as Lot 3 in the City of Menlo Park, California (APN 055-472-030) which includes 1305 O'Brien Drive and 1350 Adams Court ("**Property**") as more particularly described in **Exhibit A** attached hereto. The Property is in the Bayfront area of Menlo Park, within an area designated by City's General Plan as "Life Sciences" and the Zoning Ordinance as "Life Sciences - Bonus."

B. Owner is pursuing development of the Property with a bonus-level development project at 1350 Adams Court consisting of up to 260,400 square feet ("**SF**") of research and development space (the "**Project**"). On September 12, 2022, City approved the Project subject to certain conditions of approval (each a "**Condition**" and, collectively, the "**Conditions**"), along with other related Project approvals (the "**Project Approvals**").

C. Pursuant to Condition of Approval 1.jj, Owner shall enter into an agreement for completion of development improvements and provide a performance bond for completion of water main and associated improvements if determined necessary by Menlo Park Municipal Water ("**MPMW**") to meet the domestic and fire flow requirements of the Project which improvements shall be installed, constructed and completed as detailed in plans and specifications approved by the Public Works Director ("**Director**") or the City Engineer or their designees where authorized by law. Owner shall obtain an encroachment permit from the City prior to commencing any work on any such improvements within the public right-of-way or public easements.



D. MPMW has determined that certain improvements to the water main and associated facilities along and within the public right-of-way of O'Brien Drive (the "**Waterline Improvements**") are necessary to serve anticipated development in the Life Sciences District, including the Project, as shown on the conceptual drawing in **Exhibit B** attached hereto and as described in more detail in the "Menlo Business Park O'Brien Drive Street Improvement Plans" (Sheets C4.01-C4.06) by DES Architects + Engineers dated April 12, 2023 (the "**Improvement Plans**"), which City currently is reviewing. The Waterline Improvements consist of installing a new 12" water main to replace the existing water main along the route shown on Exhibit B and installing new service laterals to the properties adjoining O'Brien Drive that currently are served by the existing water main. The Parties acknowledge that the Waterline Improvements may include work on private properties adjoining O'Brien Drive, as necessary to connect service laterals to water delivery systems on each property, including repair or replacement of landscaping or improvements as needed, as described further herein.

E. The Waterline Improvements are part of more extensive improvements planned for O'Brien Drive (the "**Streetscape Improvements**") which are described in more detail in the Menlo Business Park O'Brien Drive Street Improvement Plans by DES Architects + Engineers dated April 12, 2023 (Sheets C0.01-C3.10 and C4.07-C9.01), which City currently is reviewing. While the Parties intend and anticipate that the Streetscape Improvements will be constructed concurrently with the Waterline Improvements, the Streetscape Improvements are not necessary to serve the Project nor a condition of the Project, and so are not included in the Improvement Plans for the purposes of this Agreement and will be the subject of a separate agreement between the Parties.

F. Owner understands that completion and activation of the Waterline Improvements to provide improved water service to the Property is necessary before City will issue a certificate of occupancy, inclusive of a temporary certificate of occupancy, for any portion of the Project, and Owner has agreed to design and construct the Waterline Improvements.

G. The Parties acknowledge that the Waterline Improvements are necessary to provide domestic and fire flow requirements needed to accommodate the development of other properties within the Life Sciences area anticipated in the City's 2016 ConnectMenlo General Plan Update in addition to the Property, and that such other properties will benefit from and should pay their fair share of the costs to construct the Waterline Improvements. The location of the other properties that may benefit from the Waterline Improvements is depicted in **Exhibit C** attached hereto (the "**Area of Benefit**").

H. Construction of the Waterline Improvements will enable the Project as well as other future potential development within the Area of Benefit to have immediate access to water supplies needed for such development that would not be available without direct payment of the expense of constructing the Waterline Improvements.

I. City and Owner desire to enter into this Agreement in order to implement Condition of Approval 1.jj, construct the Waterline Improvements, permit issuance of a certificate of occupancy for the Project, satisfy the security provisions of the City of Menlo Park Municipal Code (the "**Code**") and the Conditions of Approval, and provide for reimbursement to Owner of a pro-rata portion of costs incurred for construction of the Waterline Improvements by developers

of other development projects in the Area of Benefit, in accordance with and subject to terms set forth herein.

NOW, THEREFORE, in order to ensure satisfactory performance of Owner under the Code and Conditions of Approval, and in consideration of the mutual promises and covenants made by the Parties and contained herein, and other consideration, the value and adequacy of which are hereby acknowledged, Owner and City agree as follows:

1. Incorporation of Recitals and Exhibits. The foregoing Recitals are true and correct, and with the Exhibits hereto are hereby incorporated into and are a fully operative and effective part of this Agreement.

2. Owner Obligations.

(a) Waterline Improvements: Plans and Specifications and Construction. As more particularly described below, Owner shall, at its sole cost and expense, furnish all necessary materials, equipment and labor as is required to prepare the designs, plans and specifications for the Waterline Improvements for the Project for review and approval by the Director and/or the City Engineer, as applicable (the “**Plans and Specifications**”). Owner shall, subject to reimbursement by City as provided for in Section 10, furnish all necessary materials, equipment and labor, and perform all work in a good and workmanlike manner, and cause the Waterline Improvements, to be designed, installed, constructed and completed in substantial conformity with the Plans and Specifications, or with any changes required or ordered by the Director or City Engineer to the approved Plans and Specifications (the “**Work**”), which in their reasonable opinion are necessary or required to complete the Work in compliance with all applicable federal, state and local laws, ordinances, rules, regulations and policies.

(b) Improvement Plans.

(i) As of the Effective Date, the Plans and Specifications for the Waterline Improvements consist of the Improvement Plans, which are marked “Preliminary” and are subject to change. Owner shall continue to work towards completion of and City approval of one hundred percent (100%) Improvement Plans. City shall diligently review and process the Improvement Plans submitted by Owner. As each stage of Improvement Plans are approved by City, the more complete and recently approved plans shall be the “**Improvement Plans**”.

(ii) As described in Recital E, City is reviewing the Streetscape Improvements concurrently with the Improvement Plans. In the event that City has approved the final Improvement Plans and is prepared to issue permits for the Waterline Improvements, but City has not yet approved the Streetscape Improvements within six (6) months from the Effective Date, City agrees to issue permits for the Waterline Improvements shown on the Improvement Plans separately from the Streetscape Improvements, subject to the requirement that Owner has obtained all other necessary permits and approvals, including but not limited to approvals by SFPUC and Caltrans for those areas requiring additional permitting from third-party agencies, in order to allow for commencement and completion of construction as provided in subsection (c). Notwithstanding the foregoing, City agrees that if Owner experiences delay due to approvals necessary to work on lands owned by or within the jurisdiction of a third-party agency, including but not limited to

SFPUC and Caltrans, work may still proceed on those parts of the Waterline Improvements that are outside of the third-party agency's jurisdiction and agrees to issue permits necessary for that work to commence during third-party agency review, provided the Director or designee determines in their reasonable discretion that such work can proceed without risk that the third-party agency may require changes to Plans and Specifications that affect the Waterline Improvements outside of the third-party agency's jurisdiction.

(c) Commencement and Completion of Construction. Owner shall complete installation and construction of the Waterline Improvements set forth in the Improvement Plans in accordance with Section 6(a) [Director's Inspection] below and City shall complete Acceptance of the improvements set forth in the Improvement Plans in accordance with Section 6(b) [Acceptance]. Owner shall complete the Improvement Plans pursuant to Section 2(b) and commence construction within six (6) months of the later of the Effective Date or City's approval of the Improvement Plans, and shall complete construction and obtain Acceptance of the Waterline Improvements pursuant to Section 6 within eighteen (18) months of commencing construction. The periods of time specified herein may be extended upon application by Owner and approval by the Director pursuant to Section 4(b) [Extensions] below.

(d) Occupancy of Project. Owner acknowledges that construction of the Waterline Improvements and operation of the Waterline Improvements to the reasonable satisfaction of MPMW shall occur prior to issuance of a certificate of occupancy, inclusive of a temporary certificate of occupancy, by City for the Project, and in no event shall the City be obligated to issue a certificate of occupancy for the Project until such time. MPMW shall issue approval of construction and operation of the Waterline Improvements, which approval shall not be unreasonably delayed, conditioned or withheld, upon receipt of evidence and confirmation that installation has been completed consistent with the Improvement Plans, including but not limited to confirmation that the new waterline has been fully installed and backfilled, satisfaction of requirements for pressure testing, chlorination of the system and Bac-T testing, installation and connection of all service laterals to adjoining properties, and proper connection of the new waterline with the City's existing 12inch pipeline within the SFPUC right of way and with waterlines at Willow Road, Kelly Court and Casey Court.

(e) Other Required Documentation.

(i) Prior to starting the Work, Owner shall provide executed copies of all the documents, agreements and notices required pursuant to and set forth in **Exhibit D** and labeled as required pursuant to this Section 2(e)(i), including the improvement security set forth in Section 3 and insurance coverage set forth in Section 9, with respect to the Waterline Improvements and improvements set forth in the Improvement Plans to be installed, constructed and completed by Owner in accordance with the Conditions of Approval and this Agreement, unless waived or deferred by the Director, in writing, until a time certain or the time of a request for a Notice of Completion pursuant to Section 6(a) [Director's Inspection] below. The required documents shall include an estimate of costs to construct and complete the improvements set forth in the Improvement Plans plus a twenty five percent (25%) contingency ("**Engineer's Estimate**").

(ii) At the time of a request for a Notice of Completion for the improvements set forth in the Improvement Plans pursuant to Section 6(a) [Director's Inspection]

below, Owner, as appropriate, shall provide all documents required pursuant to and set forth in **Exhibit E**, plus any other materials previously deferred by the Director pursuant to Section 2(e)(i) above, unless waived or deferred by the Director, in writing, until a time certain or the time of a request for Acceptance pursuant to Section 6(b) below. The required documents shall include as-built plans of the completed improvements, or portion thereof, set forth in the Improvement Plans in both electronic (in a reasonably current version of AutoCAD and/or another digital format acceptable to Public Works) and Mylar formats and any reports required by any related Plans and Specifications.

(iii) At the time of a request for Acceptance of the improvements set forth in the Improvement Plans pursuant to Section 6(b) below, Owner, as appropriate, shall provide all the documents required pursuant to and set forth in **Exhibit F**, plus any other materials previously deferred by the Director pursuant to Sections 2(e)(i) and 2(e)(ii) above, unless waived or deferred by the Director in writing. In addition, as part of compliance with this Section 2(e)(iii), Owner shall coordinate with City and assist in City's process for the subsequent dedication (to the extent necessary) and Acceptance of the improvements set forth in the Improvement Plans.

(f) Labor Code Compliance. Owner shall carry out, and shall use its best efforts to ensure that its contractors and subcontractors carry out, the design, installation, construction and completion of the Waterline Improvements in conformity with all applicable State of California Labor Code requirements; the City zoning and development standards; building, plumbing, mechanical and electrical codes; all other provisions of the City of Menlo Park Municipal Code; and all applicable disabled and handicapped access requirements, including the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*

Owner acknowledges and agrees that the Waterline Improvements constitute "public works" as defined in Labor Code §1720. Owner shall be required to comply with prevailing wage requirements in connection with design and construction of the Waterline Improvements to the extent required by applicable State of California Labor Code requirements. Owner shall require the general contractor(s) for the Waterline Improvements to post on the job site prevailing wage rates for all applicable trades and to submit certified copies of payroll records to Owner to ensure compliance with State of California Labor Code requirements pertaining to public works. Owner shall provide such payroll records to City within ten (10) days following City's request therefor. Owner shall also include in its construction contract a provision obligating Owner's contractor to require its contractors and/or subcontractors to comply with public works prevailing wage requirements.

Owner shall defend, with counsel reasonably acceptable to City, indemnify and hold harmless City and its officials, officers, employees, agents and representatives ("**Indemnitees**") from and against any and all liabilities, obligations, orders, claims, damages, governmental fines or penalties, and actual expenses of defense with respect thereto, including reasonable attorneys' fees and costs ("**Claims**") arising out of Owner's failure to comply with State of California Labor Code requirements pertaining to the design and construction of the Waterline Improvements. Further, Owner shall indemnify and hold harmless the Indemnitees with respect to all final judgments or settlements in actions brought by any "contractor" in which City is (i) determined to

be an “awarding body” and (ii) damages are awarded, pursuant to Labor Code sections 1726 or 1781 as a result of construction of the Waterline Improvements under this Agreement. Owner’s defense, indemnity and hold harmless obligations under this section shall survive expiration or termination of this Agreement.

Owner hereby waives, releases and discharges forever the Indemnitees from any and all present and future Claims arising out of or in any way connected with Owner’s obligation to comply with all State of California Labor Code requirements pertaining to the design, installation, construction and completion of the Waterline Improvements.

This release applies to all potential future claims and Owner on behalf of itself and its agents, representatives, assigns, heirs, spouses, successors-in-interest, executors, administrators, employees, contractors, subcontractors, material suppliers and vendors (“**Releasors**”), agrees to waive any and all rights pursuant to Section 1542 of the California Civil Code, which reads as follows:

“A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

Owner shall include within each of its contracts, subcontracts, and within any other agreements with Releasors involved in the Work, a release in favor of the Indemnitees substantially identical to this Section 2(f).

(g) Bidding Process.

(i) Owner shall be solely responsible for securing appropriate bids and awarding contracts in compliance with all applicable federal, state and local laws. Owner and its contractor shall use an open and competitive bidding or solicitation process for all contracts and subcontracts related to construction of the Waterline Improvements. and all such contracts and subcontracts shall be awarded on the basis of the lowest responsive responsible bid, quotation or proposal as determined by Owner in its reasonable discretion.

(ii) Before awarding a bid or signing a contract, Owner shall provide the Public Works Director with copies of all bids submitted to Owner and shall identify the bid selected by Owner. If Owner does not select the lowest bid, Owner shall provide a written explanation for determining that a higher bid should be selected. Within ten (10) business days of receiving Owner’s documentation, the Public Works Director may disapprove Owner’s selection and require awarding the contract to a lower bidder; otherwise Owner may proceed with its selection. Upon request by the Public Works Director, Owner shall make all records and documents related to construction of the Waterline Improvements available to the Director; all such records and documents are not considered to be confidential in nature

(iii) City acknowledges that unforeseen circumstances or conditions may necessitate changes to the Waterline Improvements that warrant a request to increase an approved contract amount. In the event that Owner receives such request(s) that would (A) increase the

amount of the contract in question by more than ten percent (10%) in the aggregate or (B) increase the cost of the Waterline Improvements so as to exceed either of the two contingencies shown in the Engineers Cost Opinion dated June 13, 2023, Owner shall provide the change order request to the Public Works Director for approval. Within ten (10) business days of receiving such information, the Public Works Director shall notify Owner in writing whether the change order request(s) is/are approved. If such notice is not timely given, the change order shall be deemed approved. If the Public Works Director disapproves the change order request, the Parties shall meet and confer in good faith to determine how to address the change order request, which may include modifying the scope of the Waterline Improvements in order to facilitate their completion while avoiding or minimizing additional costs.

(iv) Owner shall defend, with counsel reasonably acceptable to City, indemnify and hold harmless the Indemnitees from and against any and all Claims arising out of or in connection with Owner's failure to comply with any applicable law pertaining to bidding and awarding contracts. Further, Owner shall indemnify and hold harmless the Indemnitees with respect to all final judgments or settlements in actions brought by any bidder in which City is (A) determined to be the awarding body of a contract and (B) damages are awarded. Owner's defense, indemnity and hold harmless obligations under this section shall survive expiration or termination of this Agreement.

(h) Work on Private Property.

(i) The Parties acknowledge that in some cases the point of connection for new water laterals may be set back from the property line, requiring that the Waterline Improvements include connecting new laterals on private property. For domestic and irrigation water meters, where the water meter is located within ten (10) feet of the property line the new lateral shall be connected directly to the water meter. Where the water meter is located beyond ten (10) feet from the property line, the new laterals may connect at the property line. For fire services, where the property's fire service double check detector assembly ("DCDA") is located within ten (10) feet of the property line, the new lateral will be designed to connect as close to the DCDA as possible. Where the DCDA is located beyond ten (10) feet from the property line, the new lateral may connect at the property line. For the avoidance of doubt, in no circumstance will Owner be responsible for replacing or relocating another property's DCDA or water meter. The location and nature of each instance where work on private property is required shall be included in the Plans and Specifications.

(ii) Owner shall be responsible for all such work on private property. Owner or its contractor shall make necessary arrangements with property owners for the work and City shall reasonably cooperate with Owner's efforts in that regard (at no cost to City other than staff time). Owner shall be liable regarding such work on private property, including but not limited to repair or replacement of any damaged landscaping or improvements. City acknowledges that Owner shall not be responsible for the existing condition of private properties, nor for any replacement or repair of private property beyond the condition that the private property was in prior to Owner's commencement of work. Owner's Security and warranty provided under this Agreement shall include all such work and improvements on private property.

(iii) If Owner is unable after reasonable efforts to obtain a property owner's consent, City shall agree to revise the Plans and Specifications to allow the connection for the private property involved within the public right-of-way upon receipt of evidence of Owner's reasonable effort, which revision shall not be unreasonably withheld, conditioned, or delayed. Owner's effort to contact the property owner shall be considered reasonable for purposes of this Section 2(h)(iii) after (A) two (2) attempts to contact the property owner on record for a subject property at the mailing address listed in the County Recorder's property owners database, sent by registered or certified mail, at least fourteen (14) days apart, which attempts are not responded to for fourteen (14) days after the second mailing, and (B) visiting the property occupant(s) to ask for contact information for the property owner and then attempting to contact the owner using the contact information method(s) provided by an occupant, which attempts are not responded to for fourteen (14) days after sending (in the case of certified mail or email) or making (in the case of a telephone message) the contact effort. Owner's obligation under subsection (B) of the preceding sentence shall be considered met if (A) no occupant responds to Owner during a visit to the property made during normal business hours, or (B) the occupant(s) refuse to provide contact information to Owner. City's agreement to revise the Plans and Specifications shall apply if: (A) the property owner denies permission to work on or allow access to the private property or sets conditions to access to the private property which Owner in its reasonable discretion deems unreasonable; (B) Owner is not successful in contacting the property owner after completing the contact efforts described above; or (C) after successfully contacting the property owner, Owner is delayed in performing work on the private property by more than one (1) month after such contact by the action or inaction of the property owner regarding whether to consent or actually allow access and work.

3. Improvement Security.

(a) Security. Concurrent with delivery of the documentation set forth in **Exhibit D** in accordance with the provisions of Section 2(e)(i), Owner shall furnish and deliver to the Director bonds, in favor of the City, substantially in the form attached as **Exhibits G-1 and G-2** and approved by the City Attorney, from an issuer reasonably approved by the Director, securing completion of the installation and construction of the improvements set forth in the Improvement Plans, and payment for all labor, materials, equipment, and services required for installation and construction of the improvements set forth in the Improvement Plans, including any monuments as determined to be necessary by the Director or City Engineer, as follows:

(i) Performance bonds, substantially in the form attached as **Exhibit G-1** and approved by the City Attorney, in the amount of the Engineer's Estimate to secure the satisfactory performance of Owner's obligation to complete installation and construction of the improvements set forth in the Improvement Plans; further, as provided therein, upon Acceptance of the improvements set forth in the Improvement Plans by City pursuant to Section 6(b), the performance bond shall convert to a warranty bond in the amount of ten percent (10%) of the Engineer's Estimate for a period of one (1) year to secure the Warranty Period provided in Section 8(a) below; and

(ii) Payment bonds, substantially in the form attached as **Exhibit G-2** and approved by the City Attorney, in the amount of the Engineer's Estimate to guarantee payment

for the labor, materials, equipment, and services required for the installation, construction and completion of the improvements set forth in the Improvement Plans.

(b) Use of Security. Any security provided under Section 3(a) shall be referred to collectively as the “**Security**”. If installation and construction of the Waterline Improvements are not commenced within the time period specified in Section 2(c), or are not completed within the time period specified in Section 2(c), and in either case such period is not extended by the City or as otherwise provided under this Agreement, or if Owner has not satisfactorily corrected all deficiencies during the Warranty Period (as defined below), the Security may, as determined by the Director, be used by the City for commencement and/or completion of the Waterline Improvements and for the correction of any such deficiencies.

4. Construction of the Waterline Improvements.

(a) Permits and Fees. Owner shall not perform any work on the Waterline Improvements until all required permits have been obtained for the portion of work involved, and all applicable fees, including, but not limited to, encroachment permit, building permit, plan check, inspection and testing fees, have been paid to City. In addition, no work shall commence until Owner has submitted to the City and City has approved, which approval shall not be unreasonably withheld, all required items described in Section 2(e)(i), as applicable, and any additional requirements of and authorizations specified in the Code, Conditions of Approval, and this Agreement, unless the Director, in his or her discretion, has granted a written waiver or deferral for one or more of these materials.

Owner acknowledges that City may inspect construction of the Waterline Improvements and agrees to pay costs incurred by City for these inspection services. Costs of inspection services include, but are not limited to, checking of maps and plans, field checking, inspection and testing conducted by City staff and/or agents or consultants contracted by City to perform such services. City staff, agents and consultants shall at all times during construction of the Waterline Improvements have access to the work.

(b) Extensions.

(i) Owner may request an extension of the time period for commencement of construction and/or the time period for completion of construction of the Waterline Improvements specified in Section 2(c) by written request to the Director. A request shall include satisfactory evidence, as determined by the Director, to justify the extension, and shall be made upon the Director’s determination that Owner cannot reasonably meet the deadline in the time remaining for completion. The Director may request additional information, and shall in good faith attempt to determine within thirty (30) days of the request whether to grant an extension of time. The Director’s failure to respond within the time specified shall, however, not constitute either a grant or denial of the requested extension. The Director shall not unreasonably withhold a request for an extension. The Director may reasonably condition an extension subject to the terms of this Agreement and the conditions provided in the Code, including execution of an extension agreement and the extension of any security. No extension approved hereunder shall limit or relieve a surety’s liability, or provide an extension on any future obligation under this Agreement.



(ii) For the avoidance of doubt, circumstances beyond the control of Owner, e.g., acts of God, war, government regulation, terrorism, disaster, strikes, supply chain disruption, civil disorder, or any other emergency beyond the Owner's control shall constitute reasonable justification for an extension.

(iii) City has required Owner to obtain any approvals by the San Francisco Public Utilities Commission (“SFPUC”) and the California Department of Transportation (“Caltrans”) that may be required for the Waterline Improvements. City agrees to cooperate with Owner in obtaining such approvals (at no cost to City other than staff time), and City shall approve extensions requested by Owner pursuant to this Section 4(b) attributed to delays by SFPUC and Caltrans in processing Owner's applications, to the extent such delays are not caused by Owner.

(c) Revisions to Plans and Specifications. Requests by Owner for revisions, modifications, or amendments to the approved Improvement Plans (each a “Plan Revision”) shall be submitted in writing to the Director (with a copy to the Director's designee). Owner shall not commence construction of any proposed Plan Revision without approval by Public Works and until revised plans have been received and approved by the Director (or the Director's designee) in writing.

(i) Any documentation required for a Plan Revision shall be processed with reasonable promptness, and approval of the Plan Revision shall not be deemed final until the amendment or other documentation has been completed.

(ii) Any Plan Revision request shall be accompanied by (A) a statement explaining the need for or purpose of the proposed revision, and (B) drawings and specifications and other related documents showing the proposed Plan Revision in reasonable detail, consistent with the original Plans and Specifications.

(d) Relationship to Streetscape Improvements. As described in the Recitals, the Parties intend and anticipate that the Streetscape Improvements will be constructed concurrently with the Waterline Improvements. However, if circumstances result in the Waterline Improvements being constructed separately, Owner shall restore the street to its condition prior to construction of the Waterline Improvements, unless such requirement is revised or waived by City in the sole discretion of the Director. City shall not be liable to Owner for any increased costs or other conditions arising from being required to restore the street, whether as a consequence of the Streetscape Improvements not being constructed concurrently or otherwise, other than to include such costs as eligible for reimbursement pursuant to Section 10.

5. Release of Security. The Security, or any portions thereof, not required to secure completion of Owner's obligation for construction or installation of Waterline Improvements, to satisfy claims by contractors, subcontractors, and/or persons furnishing materials or equipment, or for setting monuments, shall be released to Owner, or its successors in interest, or reduced, pursuant to the procedures below as appropriate:

(a) Warranty Bond. Upon the Acceptance of Waterline Improvements in accordance with Section 6(a), the Security shall be reduced as to that portion of Waterline

Improvements in accordance with Section 3(a)(i). As to that portion of Waterline Improvements, the Security remaining following such reduction is referred to herein as the “**Remaining Security**,” which term shall also refer to all Security remaining after any release under this Subsection following the Director’s issuance of a Notice of Completion for the final portion of Waterline Improvements.

(b) Partial Release of Security. Notwithstanding the release provisions in Section 5(a) and except as provided in Section 5(c), the Security as required by Section 3 may be reduced in conjunction with completion of any portion of Waterline Improvements to the satisfaction of the Director in compliance with Section 6(a) to an amount determined by the Director that equals the actual cost of the completed portion of Waterline Improvements. Prior to the date that the conditions set forth in Section 5(c) are satisfied, in no event, however, shall the amount of the Security be reduced below the greater of (i) the amount required to guarantee the completion of the remaining portion of Waterline Improvements and any other obligation related to completion of the Waterline Improvements imposed by the Subdivision Map Act, if applicable, the Code, Conditions of Approval or this Agreement; or (ii) ten percent (10%) of the original bond amount (the “**Warranty Bond**”).

(c) Release of Remaining Security. Remaining Security shall be released when all of the following have occurred:

(i) One (1) year following the date of Acceptance (as defined below) of (or, as appropriate, a Certificate of Conformity) regarding the relevant portion of Waterline Improvements, or, with respect to any specific claim of defects or deficiency in Waterline Improvements (excepting therefrom normal wear and tear) after such has been Accepted, one (1) year following the date that any such defect or deficiency which the Director identified in the Waterline Improvements in accordance with Section 6(a) has been corrected or waived in writing by the Director; and

(ii) The City Clerk (or the Clerk’s designee) certifies that no claims by any contractor, subcontractor or person furnishing labor, materials or equipment for the Off-Site Improvements have been filed with the City, and no claims by any private property owner have been filed with the City, or all such claims have been satisfied, withdrawn, or otherwise secured by bond or other security provided by Owner and approved by the Director (or the Director’s designee).

## 6. Completion and Acceptance.

(a) Director’s Inspection. No sooner than ninety (90) days prior to the date that Owner intends for the Director to issue a Notice of Completion, Owner shall make a written request to the Director of Owner’s intent to initiate the Notice of Completion process (“**Letter of Intent to Request Notice of Completion**”). Upon written request from Owner for a “**Notice of Completion**”, accompanied with any and all materials that are required under Section 2(e)(ii) [Other Required Documentation] related to the Notice of Completion and any other materials that the Director deferred in writing pursuant to Section 2(e)(i), other than those materials that the Director has deferred until Acceptance, the Director shall initiate the inspection. If Owner fails to submit a Letter of Intent to Request Notice of Completion, the Director need not consider Owner’s

request for the Director's issuance of a Notice of Completion until such a Letter of Intent to Request Notice of Completion is submitted to the Director and ninety (90) days have passed from the submission of the Letter; provided, however, that the Director, in his or her discretion, may agree in writing to a period of less than ninety (90) days from receipt of the Letter to consider issuance of a Notice of Completion. If the Director determines that the Waterline Improvements have not been completed or does not satisfy the above requirements, Director shall notify Owner of such determination together with a statement setting forth with particularity the basis for that determination. If the Director determines that the Waterline Improvements have been completed and meet the above requirements, the Director shall issue the Notice of Completion.

(b) Acceptance. “**Acceptance**” by the City of the Waterline Improvements for public use and maintenance shall be deemed to have occurred when:

(i) The Director has issued a Notice of Completion for the Waterline Improvements in accordance with Section 6(a);

(ii) Owner submits a written request to the Director to accept the Waterline Improvements. Such submission shall include all materials required by Section 2(e)(iii) and all materials for which the Director authorized deferral under Sections 2(e)(i) and 2(e)(ii); and

(iii) The Director, in writing, accepts the Waterline Improvements for public use and maintenance in accordance with the Code and Owner's warranty obligations under Section 8(a) of this Agreement.

(c) Offers of Dedication (if applicable). If applicable, irrevocable offers of dedication of improvements or of easements shall be made by separate instrument(s). If applicable, the City Council shall accept, conditionally accept, or reject such offers of easements at its discretion, and may accept these offers of easements at its convenience through formal action of the City Council or as otherwise provided in local law. The Public Works Director shall accept, conditionally accept, or reject for public right-of-way and utility purposes the Waterline Improvements in writing, in accordance with Section 6(b).

(d) Dedication. In addition to accepting improvements, if applicable, the City shall dedicate the Waterline Improvements to public use and shall designate them for their appropriate public uses.

## 7. Owner's Maintenance Responsibility.

(a) General Maintenance and Liability Prior to Acceptance. Prior to Acceptance, Owner shall be responsible for maintenance and repair of the Waterline Improvements, in accordance with the obligations identified for the Owner in Section 2, and shall bear liability regarding the same.

(b) Maintenance and Liability Following Acceptance. Following Acceptance of Waterline Improvements, and subject to Section 8(a), the City shall assume the responsibility of operating and maintaining and shall be liable for such Waterline Improvements in accordance with State law and the Code, as either may be amended from time to time. Without limiting the generality of the foregoing, nothing in this Agreement shall be construed to mean that City shall

have right to call upon the Security pursuant to Section 8(a) for the repair, replacement, restoration, or maintenance of the Waterline Improvements damaged during the Warranty Period by the actions of third parties following Acceptance by the City or by ordinary wear and tear or harm or damage from improper operation of the Waterline Improvements by the City, or any agent or agency of either.

(c) Protection of Waterline Improvements. In order to protect the Waterline Improvements from damage and to minimize Owner's exposure to liability until such time as the applicable Waterline Improvements are Accepted, Owner may elect to implement protective measures around areas under construction, to be constructed in the future, or constructed but not Accepted, provided that Owner has procured all necessary approvals and permits and complied with all applicable laws. However, no protective measures may be built or maintained if the Director determines that such protective measures adversely affect public health or safety, or unreasonably restrict access of the public to and from a public right of way.

8. Warranty and Indemnity.

(a) Warranty. Acceptance of Waterline Improvements by the City shall not constitute a waiver of any defects. Separate and apart from any warranty provided at law, Owner covenants that all Waterline Improvements constructed or installed by Owner shall be free from defects in material or workmanship and shall perform satisfactorily for a period (a "**Warranty Period**") of one (1) year for all portions of the Waterline Improvements. Such Warranty Period shall begin upon Acceptance of the Waterline Improvements (or portion thereof). During the Warranty Period, Owner shall, as necessary, and upon receipt of a request in writing from the Director that defective work be corrected, inspect, correct, repair or replace any defects in the Waterline Improvements (excepting therefrom normal wear and tear) at its own expense. Should Owner fail to act with reasonable promptness to make such inspection, correction, repair or replacement, or should an emergency require that inspection, correction, repair or replacement be made before Owner can be notified (or prior to Owner's ability to respond after notice), the City may, at its option, upon notice to Owner, make the necessary inspection, correction, repair or replacement or otherwise perform the necessary work and Owner shall reimburse the City for the actual cost thereof. During the Warranty Period, the City shall hold Owner's Security, reduced as described in Section 5, to secure performance of Owner's foregoing warranty obligations. Owner's responsibility during the Warranty Period shall include repairing defects and defective material or workmanship, but not ordinary wear and tear or harm or damage from improper maintenance or operation of the Waterline Improvements by the City, or any agent or agency of either. Owner's warranty under this Agreement shall include any plant materials or improvements installed by Owner on private property as part of installing new service laterals and connections to adjoining properties.

(b) Indemnification of City. Owner, its successors and assigns, shall defend and indemnify the Indemnitees from and against any and all loss, cost, damage, injury, liability, and claims ("**Losses**") to the extent arising from Owner's breach of or negligent performance (or nonperformance) of this Agreement, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except to the extent such Loss is the result of the gross negligence or willful misconduct of City, and further provided that any demand for indemnification hereunder with respect to negligent or defective construction must be brought, if

at all, within one (1) year after expiration of the Warranty Period applicable to the Off-Site Improvements, or portion thereof. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs, and the City's cost of investigating any claims against the City.

(c) Limitation on City Liability. The City shall not be an insurer or surety for the design or construction of the Waterline Improvements pursuant to the approved Improvement Plans, nor shall any officer or employee thereof be liable or responsible for any accident, loss, or damage happening or occurring during the construction of the Waterline Improvements as specified in this Agreement, except as may arise due to the gross negligence or willful acts or omissions of the City.

9. Insurance. Prior to performing any Work pursuant to this Agreement, Owner shall, at its sole cost and expense, procure and maintain in effect, or cause to be procured and maintained in effect by contractor performing said Work, insurance coverage for general liability, automobile liability, workers compensation, pollution liability and Builder's Risk against claims which may arise out of or result from the design, installation, construction and completion of the Waterline Improvements by Owner, its agents, employees and contractors. Concurrent with delivery of the documentation set forth in **Exhibit D** in accordance with the provisions of Section 2(e)(i), Owner shall deliver to City one or more certificates of coverage, with the appropriate endorsements outlined below. The insurance policies shall be provided by a financially responsible insurance company authorized to write business in the State of California and have, at all times, a Best's rating of "A- VII" (A minus VII) or better by AM Best & Company, and with coverage and policy limits as follows:

(i) The general liability insurance coverage shall have a per occurrence limit of two million and 00/100 dollars (\$2,000,000.00) and an aggregate limit of at least five million and 00/100 dollars (\$5,000,000.00), and shall be endorsed to (a) include the Indemnitees as additional covered parties providing all required coverages including coverages for both ongoing and completed operations, (b) stipulate that such coverage is primary and is not excess of, or contributing with, any other insurance carried by, or for the benefit of the Indemnitees, (c) apply separately to each insured and additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, (d) waive any and all right of subrogation against the Indemnitees, and (e) contain a cross liability/severability endorsement (unless the base policy contains a separation of insureds clause accomplishing the same result);

(ii) The auto liability insurance coverage shall cover all owned, hired and non-owned vehicles utilized in connection with construction of the Waterline Improvements with a per occurrence limit of two million and 00/100 dollars (\$2,000,000.00) and an aggregate limit of not less than five million and 00/100 dollars (\$5,000,000.00), and shall be endorsed to (a) include the Indemnitees as additional covered parties, (b) stipulate that such coverage is primary and is not excess of, or contributing with, any other insurance carried by, or for the benefit of the Indemnitees, (c) apply separately to each insured and additional covered parties against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, (d) waive any and all right of subrogation

against the Indemnitees, and (e) contain a cross liability/severability endorsement (unless the base policy contains a separation of insureds clause accomplishing the same result);

(iii) Worker's Compensation insurance as required by the State of California which shall be endorsed to waive any and all rights of subrogation against the Indemnitees; further, any and all subcontractors shall maintain insurance coverage limits in accordance with state statute which shall also be endorsed to waive any and all rights of subrogation against the Indemnitees;

(iv) Pollution liability coverage shall have coverage limits of not less than two million and 00/100 dollars (\$2,000,000.00) for each claim arising from the discharge, dispersal, release or escape of any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse or body of water, including groundwater; coverage shall include on and off-site clean up and emergency response costs and claims arising from above ground and below ground storage tanks; and

(v) Builder's Risk property insurance (either directly or through Owner's general contractor) on all buildings, structures, improvements, materials and real property on site, that are intended to be, or have already been incorporated into and forming part of the Work. Such coverage shall be on a builder's risk "special perils" or equivalent policy form in an amount not less than the Engineer's Estimate, plus the value of subsequent contract modifications and the cost of the materials supplied or installed by others, comprising the total value of the Work on a replacement cost basis, with a deductible not to exceed \$100,000.00. Such property insurance shall be maintained for the Work, unless otherwise agreed in writing by City. This insurance shall include the interests of City and the other Indemnitees, Owner, Owner's contractor and subcontractors on the Work. City shall further have the right to review and reasonably approve the form of Builder's Risk policy.

#### 10. Reimbursement

(a) Term. Except as described in Subsection (c)(iii), the City's obligations regarding reimbursement of Owner's costs shall commence upon the Effective Date and expire upon the earlier of (i) the twentieth (20<sup>th</sup>) anniversary of the Effective Date, (ii) the date the last Benefitted Property (as defined below) has been Developed (as defined below), or (iii) the date the Reimbursable Costs (as defined below) are fully paid to Owner (the "**Term**"). City shall have no obligation under this Agreement to attempt to collect funds from any Future Developer (as defined below) following expiration of the Term. Notwithstanding the foregoing, no reimbursement payments collected by City from a Future Developer shall be payable to Owner until Acceptance of all of the Waterline Improvements in accordance with the terms of this Agreement.

#### (b) Estimated, Actual, and Reimbursable Costs

(i) As of the Effective Date, the Parties estimate that the total cost for design and construction of the Waterline Improvements is approximately Five Million Four Hundred Thousand Five Hundred Twenty-Five Dollars (\$5,400,525) ("**Estimated Costs**"). Costs eligible for reimbursement under this Agreement shall include design, engineering, permitting,

installation, construction, and completion of the Work in substantial conformity with the Plans and Specifications.

(ii) Within ninety (90) days following Acceptance of the Waterline Improvements, Owner shall provide the Director with copies of all third party invoices submitted to Owner by its contractor(s) and subcontractor(s), and a final itemized bill showing all out-of-pocket fees and costs, which for avoidance of doubt may include design, engineering and construction fees and services, permit fees, and inspection and testing fees (but exclude internal staffing costs of Owner's project team) in connection with construction of the Waterline Improvements. City shall determine the final total "**Actual Costs**" that qualify for reimbursement, based on Owner's submission plus any additional documentation or explanation that City reasonably may require, and after evaluation of Owner's submissions and possible adjustment pursuant to Section 10(b)(iii). City shall notify Owner of the Actual Costs eligible for reimbursement.

(iii) As used herein "**Reimbursable Costs**" means (A) the Actual Costs; provided, however, that the Director shall have reasonable discretion to disallow all or part of Owner's claimed cost for any discrete item that exceeds the Estimated Cost for the item (or the reasonable market cost for the item if not previously included in the Estimated Costs) unless Owner provides adequate justification for the increased or new cost; less (B) the percentage of Actual Costs attributed to the Property as its fair share as shown in **Exhibit C**, which the Parties agree is fifteen and ninety-three/hundredths percent (15.93%); plus (C) interest on the Reimbursable Costs at the then-current Prime Rate<sup>1</sup>, which interest rate shall be applied to the then-remaining balance of unreimbursed Reimbursable Costs annually beginning one year after the date City issues the Notice of Completion for the Waterline Improvements for the purpose of determining Future Developer's Shares owed during the following year.

(c) Terms of and Limitations on Reimbursement by Future Developers.

(i) If, during the Term, one or more of the other benefitted properties in the Area of Benefit identified in **Exhibit C** (each, a "**Benefitted Property**") undergoes development or redevelopment that (A) involves new construction and/or building additions of ten thousand (10,000) or more gross square feet or (B) provides tenant improvements where the cumulative construction value exceeds the amount specified in Code section 16.44.110 as it may be amended, which as of July 1, 2022 was six hundred seventy-six thousand seven hundred fourteen dollars (\$676,714), subject to annual adjustment on the first day of July based on the ENR Construction Cost Index, (in each case, "**Developed**") by an owner/developer (each, a "**Future Developer**"), City shall make reasonable, good faith efforts to determine said Future Developer's proportionate share of the Reimbursable Costs ("**Future Developer's Share**") and to collect the Future Developer's Share as a condition to issuance of the first building permit to the Future Developer; provided, if a Future Developer requests a building permit before the final total of Reimbursable Costs has been established pursuant to Section 10(b)(iii), City shall make payment of the Future Developer's Share a condition to be satisfied upon demand by City when the

---

<sup>1</sup> Prime rate source shall be the Selected Interest Rates (Daily) – H.15 released by the Federal Reserve for the "Bank prime loan". The information is currently available at this link: <https://www.federalreserve.gov/releases/h15/>

Reimbursable Costs have been established. City shall promptly pay to Owner or Owner's designated assignee pursuant to Section 11(d), all Future Developer's Share payments collected by City, if any, during the Term. City agrees to consider amendments to the Code, including Code Section 16.44.110, that may become desirable in order to better effectuate its obligation under this Section; provided, nothing in this Agreement commits or obligates City to make such amendments. At the end of each year of the Term, upon Owner's written request City shall provide Owner with an accounting of fees collected and/or paid under this Subsection (c).

(ii) The Parties agree that the most equitable method of apportioning shares of costs to a Benefitted Property, in the absence of information regarding the type and extent of redevelopment, would be based on the potential maximum gross floor area of each Benefitted Property, including potential bonus level and/or commercial development where permitted, as indicated in **Exhibit C**. The Parties also agree that for purposes of determining each Benefitted Property's proportionate share of the Reimbursable Costs, City shall attempt to use the formula in **Exhibit C**; provided, however, that City in its discretion may apply a different method and/or collect a different amount from individual Benefitted Properties. If Owner (or another entity owned by Tarlton Properties, Inc.) triggers payment of a Future Developer's Share through development of a Benefitted Property as described under Subsection(c)(i), that Future Developers' Share shall not be collected by City, but instead shall be deemed reimbursed to Owner and applied to reduce the then-remaining unpaid balance of Reimbursable Costs.

(iii) The sole source of funds which City is obligated to use for potential repayment of a portion of the Reimbursable Costs to Owner during the Term shall be those funds, if any, received by City during the Term from one or more Future Developers based on their respective proportionate share of Reimbursable Costs of the Waterline Improvements as provided in this Section 10. Owner acknowledges and agrees that, for the duration of the Term, City shall not be liable for any reimbursement to Owner from any other source of funds and that Owner may not be fully reimbursed the fair share portion of the costs of such Waterline Improvements allocated to the Benefitted Properties as shown in **Exhibit C** if one or more of the Benefitted Properties is not Developed during the Term. At the conclusion of the Term, any Reimbursable Costs that remain unpaid shall be promptly paid to Owner by City. City has the right, but not the obligation, at any time during the Term to pay Owner some or all of the then-remaining balance of Reimbursable Costs in addition to funds paid by Future Developers. This subsection shall survive the termination of this Agreement

## 11. Miscellaneous.

(a) Relationship Between the Parties; Authority; Binding Effect. In performing its obligations under this Agreement, Owner is an independent contractor and not an agent or employee of the City. This Agreement does not create any partnership or agency between the Parties, each of which is, and at all times shall remain, solely responsible for all acts of its officials, employees, agents, contractors and any subcontractors, including any negligent acts or omissions. No Party is an agent of the other, and has no authority to act on behalf of or to bind the other Party to any obligation whatsoever. Each Party executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind. Each of the terms, covenants and conditions of this Agreement shall extend to



and be binding on and shall inure to the benefit the Parties and each of their respective successors and assigns and all those taking by, under or through it or them.

(b) Venue; Attorneys' Fees. In the event that any action is brought by either Party hereto as against the other Party for the enforcement or declaration of any right or remedy in or under this Agreement or for the breach of any covenant or condition of this Agreement, venue for any such proceeding shall be in the Superior Court of the County of San Mateo, State of California. Should any party hereto institute any action or proceeding in court or other dispute resolution mechanism (“**DRM**”) to enforce any provision hereof by reason of an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to receive from the losing party, court or DRM costs or expenses incurred by the prevailing party including, without limitation, expert witness fees, document copying expenses, exhibit preparation costs, carrier expenses and postage and communication expenses, and such amount as the court or DRM may adjudge to be reasonable attorneys' fees for the services rendered the prevailing party in such action or proceeding. Attorneys' fees under this Section 11(b) include attorneys' fees on any appeal, and, in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action.

(c) Notices.

(i) A notice or communication under this Agreement by either Party to the other (or by or to the Director) shall be sufficiently given or delivered if dispatched by hand or by registered or certified mail, postage prepaid, or via electronic mail, addressed as follows:

In the case of a notice or communication to the Public Works Director:

City of Menlo Park  
701 Laurel Street  
Menlo Park, CA 94025-3483  
Attn: Public Works Director  
Reference: 1350 Adams Court  
Email: PWDirector@menlopark.gov

With copies to:

Office of the City Attorney  
c/o Burke, Williams & Sorensen, LLP  
181 Third Street, Suite 200  
San Rafael, CA 94901-6587  
Attn: Nira Doherty, City Attorney  
Reference: 1350 Adams Court  
Email: NDoherty@bwslaw.com

And in the case of a notice or communication to Owner:

Menlo Park Portfolio II, LLC  
c/o Tarlton Properties, Inc.  
Attn: Elizabeth Krietemeyer  
1530 O'Brien Drive, Suite C  
Menlo Park, CA 94025  
Email: ekrietemeyer@tarlton.com

With copies to:

Rob Taboada  
Monchamp Meldrum LLP  
100 Pine Street, Suite 1250  
San Francisco, CA 94111  
Email: rtaboada@mlandlaw.com

(ii) Any mailing or email address may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt or, if by electronic mail transmission, on the date when sent if sent before 5:00 p.m. on a regular business day of the recipient, otherwise on the next such regular business day, provided that the sender receives no notice of non-delivery.

(d) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties hereto, and upon such transfer in accordance with the provisions set forth herein, Owner shall be released from its obligations hereunder with the exception that if Owner should sell the Property after Acceptance of the Waterline Improvements but prior to City's reimbursement of Owner of the Reimbursable Costs under Section 10, the City's reimbursement obligation shall remain to Owner or an assignee of Owner's choosing. City agrees to agree to any assignment reasonably necessary to effectuate this provision. Any assignment of rights and obligations under this Agreement shall be in writing between City, Owner and its assignee, shall clearly identify the scope of the rights and/or obligations assigned and shall be subject to the approval of the Director and City Attorney, which shall not be unreasonably withheld, including but not limited to, the requirement that the assignee provides replacement bonds that are consistent with **Exhibits G-1** and **G-2** in an amount required to secure any remaining obligations as approved by City, the assignee provides proof of adequate insurance in the amount previously provided by Owner and by an insurer with an equal or better credit rating, and the assignee has obtained all rights, title and interest in and to the Property and any other real estate rights reasonably required to satisfy all other conditions required to complete the Work contemplated by this Agreement.

(e) Legal and Equitable Relief. Each Party shall have the right (but not the obligation) to prosecute any proceedings at law or in equity against any other Party, or any other person or entity, violating or attempting to violate or defaulting in the performance of any of the provisions contained in this Agreement in order to prevent such party, person or entity from

violating or attempting to violate or defaulting in the performance of any of the provisions of this Agreement or to recover damages for any such violation or default. It is agreed that damages would be an inadequate remedy for violation of this Agreement by any party and, therefore, injunctive or other appropriate equitable relief shall be available to the other party. The remedies available under this Section 11(e) shall include, by way of illustration but not limitation, ex parte applications for temporary restraining orders, preliminary injunctions and permanent injunctions enjoining any such violation or attempted violation or default, and actions for specific performance of this Agreement. The result of every action or omission whereby any covenant, condition or restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against any party, either public or private, shall be applicable against every such result and may be exercised by any party.

(f) Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by another Party, or the failure by a Party to exercise its rights upon the default of another Party, shall not constitute a waiver of such Party's right to insist upon and demand strict compliance by the other Party with the terms of this Agreement thereafter.

(g) Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and Owner, any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof; and all covenants, conditions, promises, and agreements in this Agreement contained by or on behalf of the City, or Owner shall be for the sole and exclusive benefit of the named Parties.

(h) Amendment. This Agreement may be amended, from time to time, by written supplement or amendment hereto and executed by the City and Owner. The Director of Public Works, with the consent and approval of the City Attorney, is authorized to execute on behalf of the City any amendment that the Director determines is in the City's best interests and does not materially increase the City's obligations or materially diminish the City's rights under this Agreement. The foregoing notwithstanding, nothing herein shall preclude the Director from seeking and securing approval or concurrence of any amendment by the City Council.

(i) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

(j) Interpretation of Agreement. The recitals above and exhibits attached hereto are incorporated herein by reference and comprise part of this Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and no prior oral or written understanding shall be of any force or effect with respect to the matters covered herein. The titles to the sections of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall be interpreted as though prepared jointly by both Parties. The laws of the State of California, without regard to conflict of laws principles, shall govern the interpretation and enforcement of this Agreement. This Agreement shall be interpreted as though jointly prepared by both Parties.

(k) Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

(l) Recording Agreement. This Agreement shall be recorded against title of the Property.

(m) Purpose and Effect of Recording. This Agreement shall be recorded for the purpose of providing constructive notice to any future owner of the Property of Owner's obligations and responsibilities under this Agreement.

(n) Notice of Termination. At the time all the obligations and requirements specified in this Agreement are fully satisfied as determined by the Director of Public Works in consultation with affected City departments, the Parties shall execute and record (if applicable) a Notice of Termination.

*[Signatures begin in next page.]*

IN WITNESS WHEREOF, the City, and Owner have executed this Agreement in one or more copies as of the day and year first above written.

**OWNER:**

MENLO PARK PORTFOLIO II, LLC,  
a Delaware limited liability company

GAVI PREHC HC, LLC,  
a Delaware limited liability company, its co-managing member

By PRINCIPAL REAL ESTATE INVESTORS, LLC,  
a Delaware limited liability company, its authorized signatory

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TPI INVESTORS 11, LLC,  
a California limited liability company, its managing member

By: Tarlton Properties, Inc.,  
a California corporation, its member

By: \_\_\_\_\_

John C. Tarlton  
President & CEO

**CITY:**

CITY OF MENLO PARK,  
a municipal corporation

APPROVED AS TO FORM:  
CITY ATTORNEY

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
City Attorney



## **LIST OF EXHIBITS**

Exhibit A – Legal Description of Property

Exhibit B – Waterline Improvements

Exhibit C – Area of Benefit

- \* Diagram and Designation of Benefitted Properties
- \* Maximum Potential Gross Floor Area of Benefitted Properties
- \* Fair Share Percentage of Reimbursable Costs for Benefitted Properties

Exhibit D – Documents Required by City Pursuant to Section 2(e)(i)

Exhibit E – Documents Required by City Pursuant to Section 2(e)(ii) to Request Notice of Completion

Exhibit F – Documents Required by City Pursuant to Section 2(e)(iii) to Request Acceptance by Public Works Director

Exhibit G-1 – Form of Performance Bond

Exhibit G-2 – Form of Payment Bond

## **EXHIBIT A**

### **Legal Description of Property**

Real property in the City of Menlo Park, County of San Mateo, State of California, described as follows:

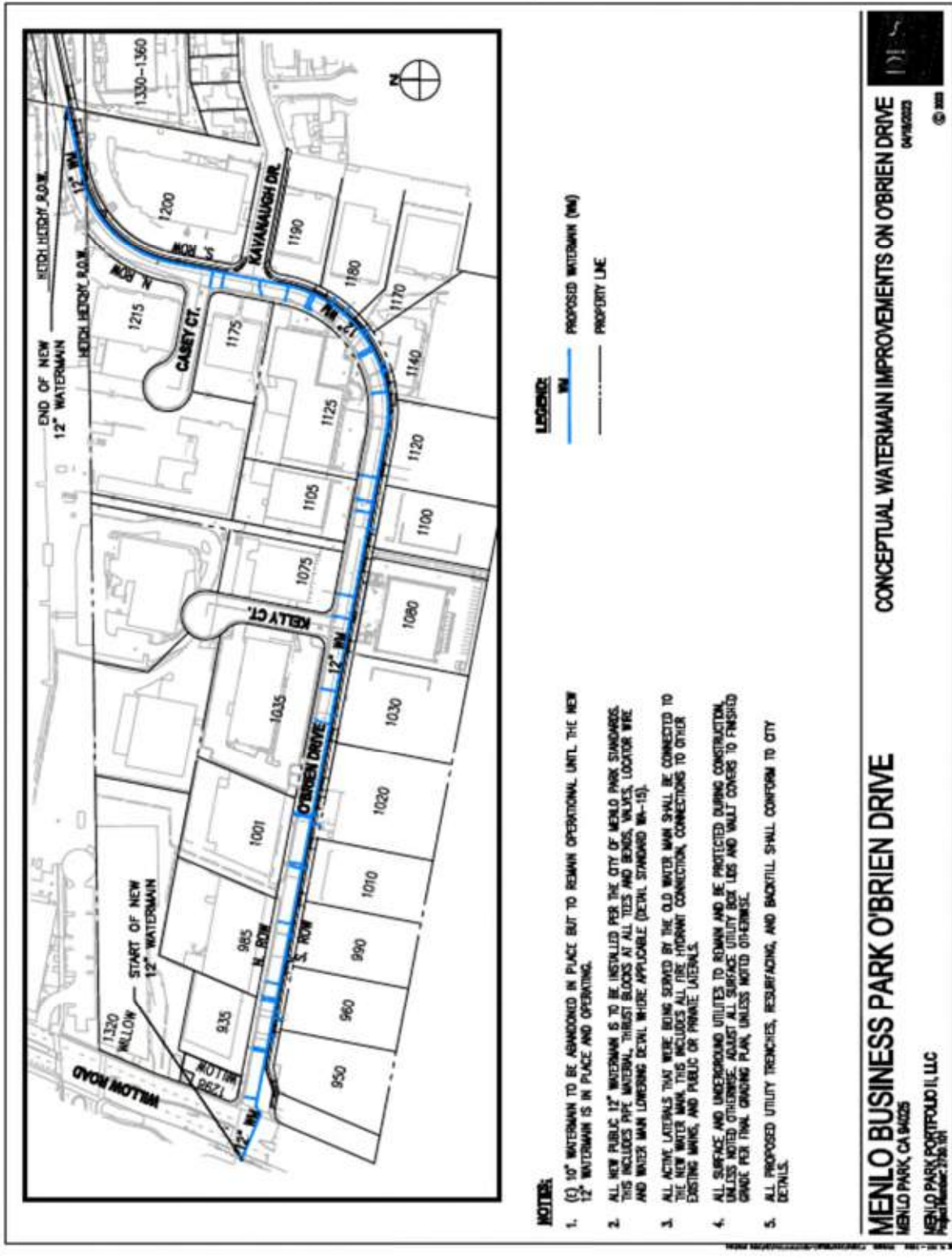
PARCEL A, AS SHOWN ON PARCEL MAP FOR THE PURPOSE OF ELIMINATING THE LINE BETWEEN LOTS 3 AND 4 OF MENLO BUSINESS PARK, ETC., FILED FEBRUARY 27, 1987, IN BOOK 58 OF PARCEL MAPS, PAGE 74, SAN MATEO COUNTY RECORDS. APN: 055-472-030

JPN: 111-050-000-03T and 111-040-000-04T



# EXHIBIT B

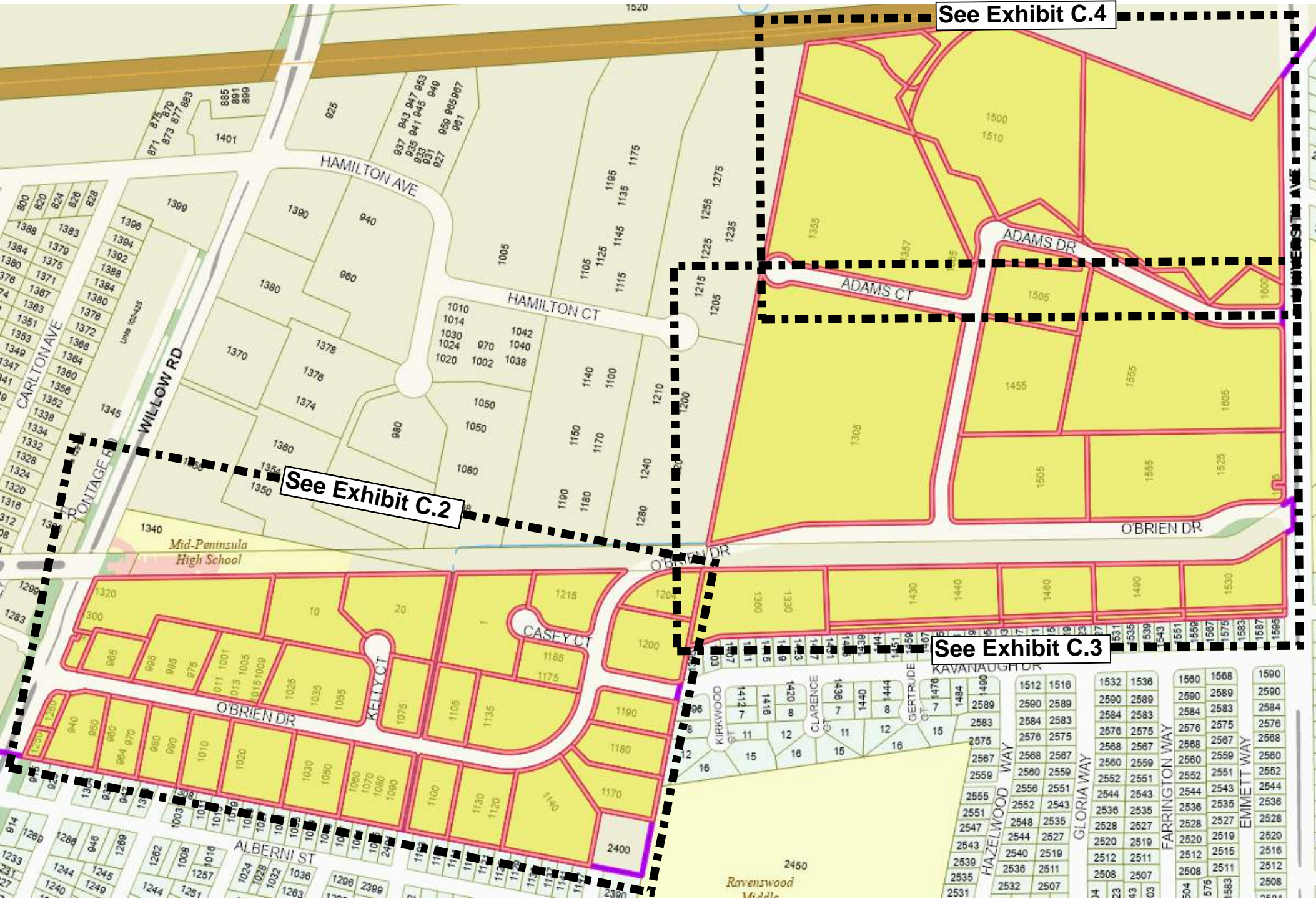
## Conceptual Waterline Improvement Plan



**EXHIBIT C**  
*[To be inserted.]*

**Area of Benefit**

- \* Diagram and Designation of Benefitted Properties
- \* Maximum Potential Gross Floor Area of Each Benefitted Property
- \* Fair Share Percentage of Reimbursable Costs for Each Benefitted Property



See Exhibit C.4

See Exhibit C.2

See Exhibit C.3

Exhibit C.2



# Exhibit C.3

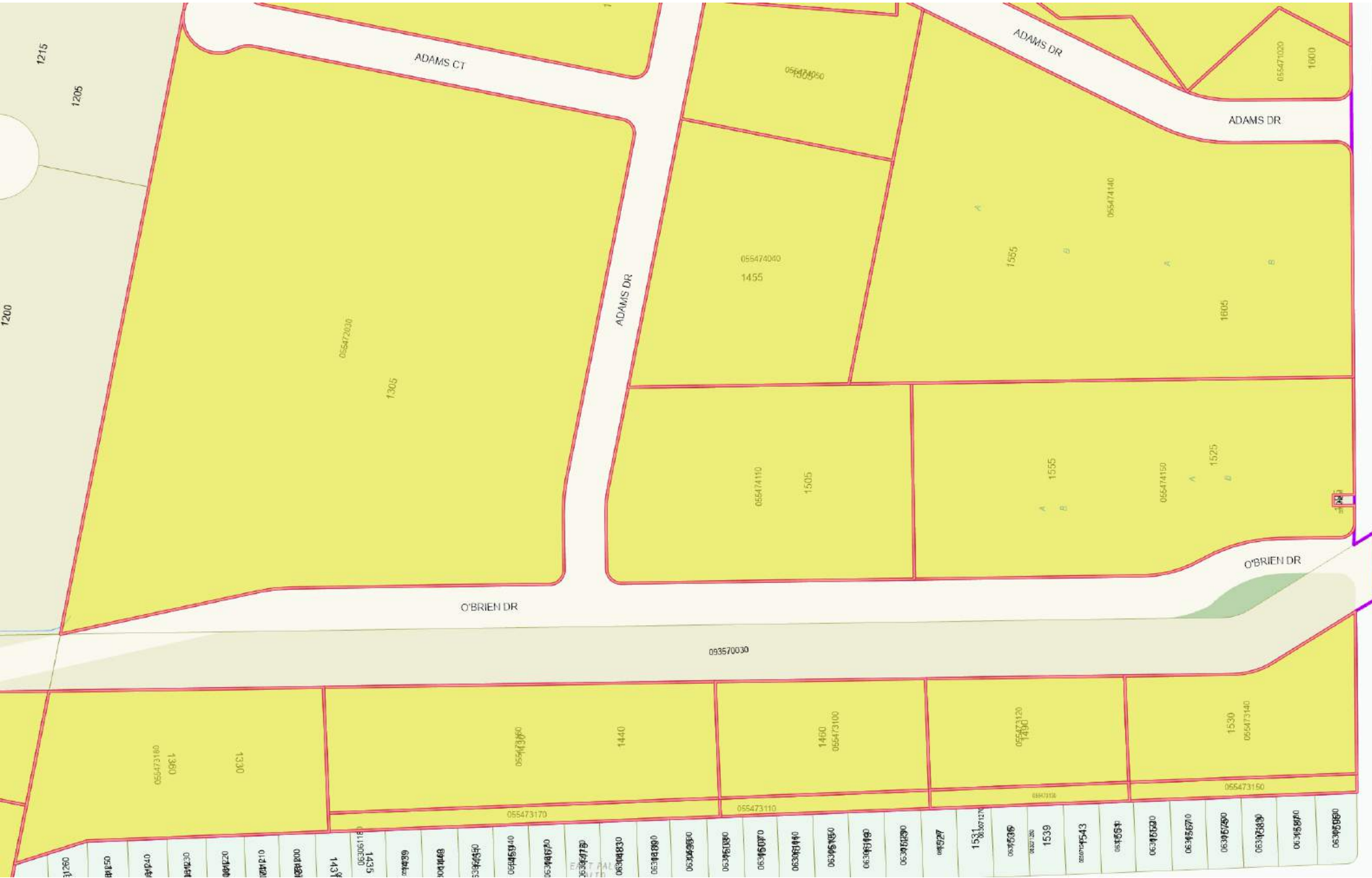


Exhibit C.4



**Exhibit C.5**  
**O'Brien Drive Waterline Improvements**  
**Maximum Potential Gross Floor Area (GFA) and Fair Share Percentage of Reimbursable Costs**

<b>Assessor Parcel Number</b>	<b>Street Number</b>	<b>Street Name</b>	<b>Zoning Type</b>	<b>Lot Area (SF)</b>	<b>Maximum Potential GFA<sup>1</sup> (SF)</b>	<b>Percent of Reimbursable Costs</b>
055471050	1355	Adams Court	LS-B	270205.7	364777.7	8.82%
055474040	1455	Adams Drive	LS-B	106802.5	144183.3	3.49%
055471100	1500	Adams Drive	LS	248905.0	161788.3	3.91%
055474050	1505	Adams Drive	LS-B	57541.1	77680.5	1.88%
055474060	1505	Adams Drive	LS-B	13160.9	17767.2	0.43%
055474140	1555	Adams Drive	LS-B	263953.7	356337.5	8.62%
055471020	1600	Adams Drive	LS	30557.0	19862.1	0.48%
055471030	1600	Adams Drive	LS	13982.9	9088.9	0.22%
055471120	1600	Adams Drive	LS-B	23738.0	32046.3	0.77%
055471130	1600	Adams Drive	LS-B	11360.0	15336.0	0.37%
055471040	NaN	Adams Drive	LS-B	33313.8	44973.7	1.09%
055471080	NaN	Adams Drive	LS	360165.0	234107.3	5.66%
055471110	NaN	Adams Drive	LS-B	4073.0	5498.6	0.13%
055471140	NaN	Adams Drive	LS-B	62704.0	84650.4	2.05%
055433180	1	Casey Court	LS-B	72995.0	98543.3	2.38%
055421130	10	Kelly Court	LS-B	59479.0	80296.6	1.94%
055433340	20	Kelly Court	LS-B	68239.2	92122.9	2.23%
055422070	950	O'Brien Drive	LS	35031.0	22770.2	0.55%
055422080	960	O'Brien Drive	LS	31659.4	20578.6	0.50%
055421170	965	O'Brien Drive	LS-B	6590.0	8896.5	0.22%
055421200	965	O'Brien Drive	LS-B	22785.6	30760.5	0.74%
055422090	980	O'Brien Drive	LS	32376.0	21044.4	0.51%
055421050	985	O'Brien Drive	LS-B	43561.2	58807.6	1.42%
055421060	1001	O'Brien Drive	LS-B	44223.4	59701.6	1.44%
055422100	1010	O'Brien Drive	LS	31062.3	20190.5	0.49%
055422060	1020	O'Brien Drive	LS	47788.5	31062.5	0.75%
055434010	1030	O'Brien Drive	LS	44203.4	28732.2	0.69%
055421190	1035	O'Brien Drive	LS-B	65476.4	88393.2	2.14%
055434020	1060	O'Brien Drive	LS	47788.3	31062.4	0.75%
055433250	1075	O'Brien Drive	LS-B	30462.9	41124.9	0.99%
055434040	1100	O'Brien Drive	LS	31062.1	20190.4	0.49%
055433320	1105	O'Brien Drive	LS-B	30549.9	41242.3	1.00%
055434050	1120	O'Brien Drive	LS	42564.7	27667.1	0.67%
055434110	1140	O'Brien Drive	LS	73257.6	47617.5	1.15%
055433330	1165	O'Brien Drive	LS-B	65085.7	87865.7	2.12%
055434120	1170	O'Brien Drive	LS	36235.2	23552.9	0.57%
055433310	1175	O'Brien Drive	LS-B	27211.9	36736.0	0.89%
055434070	1180	O'Brien Drive	LS	35220.2	22893.2	0.55%
055434080	1190	O'Brien Drive	LS	27831.7	18090.6	0.44%
055433260	1200	O'Brien Drive	LS	27757.9	18042.6	0.44%
055433270	1200	O'Brien Drive	LS	50504.2	32827.7	0.79%
055433190	1215	O'Brien Drive	LS-B	40140.9	54190.2	1.31%
055472030	1315	O'Brien Drive	LS-B	487989.8	658786.3	15.93%
055473180	1330	O'Brien Drive	LS	86661.5	56330.0	1.36%
055473170	1430	O'Brien Drive	LS	14299.3	9294.6	0.22%
055473160	1440	O'Brien Drive	LS	93588.2	60832.3	1.47%
055473100	1460	O'Brien Drive	LS	47185.4	30670.5	0.74%
055473110	1460	O'Brien Drive	LS	7669.4	4985.1	0.12%
055473120	1490	O'Brien Drive	LS	42843.1	27848.0	0.67%
055473130	1490	O'Brien Drive	LS	7280.1	4732.1	0.11%
055474110	1505	O'Brien Drive	LS-B	116037.6	156650.7	3.79%
055474150	1525	O'Brien Drive	LS-B	159794.5	215722.5	5.22%
055473140	1530	O'Brien Drive	LS	53173.0	34562.5	0.84%
055473150	1530	O'Brien Drive	LS	8316.5	5405.7	0.13%
055422140	1250	Willow Road	LS	5179.0	3366.4	0.08%
055422130	1260	Willow Road	LS	6401.0	4160.7	0.10%
055421160	1320	Willow Road	LS-B	95973.0	129563.6	3.13%
				Total	4136012.3	100.00%

<sup>1</sup> Maximum potential gross floor area, inclusive of potential bonus level and commercial development per MPMC 16.44.050.

## **EXHIBIT D**

### **Documentation Required by City Pursuant to Sections 2 (e) (i)**

1. Approved Improvement Plans
2. Offer of dedication, if any, of Waterline Improvements from Owner to City upon Acceptance of Waterline Improvements
3. Deeds/public easement agreements, if necessary
4. Insurance Certificates
5. Engineer's Estimate
6. Payment and Performance/Warranty Bonds in amount of Engineer's Estimate
7. Encroachment Permits for work in City right of way.
8. Encroachment Permit for work in California Department of Transportation right of way.
9. Permit for work in San Francisco Public Utilities Commission right of way.



## **EXHIBIT E**

### **Documentation Required by City Pursuant to Section 2(e)(ii) to Request Notice of Completion**

1. Developer Request Letter for Determination of Completeness (“DOC”)
2. Contractor Substantial Completion Letter
3. Civil Engineer Completion Notice
4. Geotechnical Engineer Completion Letter
5. City Final Punch-list Approval
6. Utility Conformance Letter (as applicable)
7. As-Built Plan Approval
8. Recorded Notice of Completion
9. Survey Monuments
10. Test Reports
11. Confirmation of Removal of all Non-Compliance Reports (“NCR”)
12. Confirmation of all Change Orders/Instructional Bulletins
13. Confirmation from City that Spare Parts have been provided (as applicable)
14. Operation and Maintenance Manuals (as applicable)
15. DOC Recommendation from Public Works

## **EXHIBIT F**

### **Documentation Required by City Pursuant to Section 2(e)(iii) to Request Acceptance by Public Works Director**

1. Developer Request for Acceptance Letter
2. Lien Notification to General Contractor and Subs
3. Utility Bill of Sale (as applicable)
4. 3rd Party Reimbursement Checks-Copies
5. Assignment of Warranties and Guaranties
6. License Agreements (as applicable)
7. Mechanic's Lien Guarantee
8. Modified Offers of Waterline Improvements (as applicable)

**EXHIBIT G-1**

**Performance/Warranty Bond**

(Chapter 5, Division 2, Title 7 of California Government Code)

Bond no. \_\_\_\_\_

WHEREAS, the CITY OF MENLO PARK, a California municipal corporation (“**Owner**”), has approved the [*Improvement Plans (insert actual title of plans)*], prepared by [*Name of Engineering Firm*] and dated \_\_\_\_\_, 20\_\_ (“**Improvement Plans**”), which improvements described therein are required to be constructed as set forth in that certain Public Improvement Agreement dated \_\_\_\_\_, 2023, by and between Owner and Menlo Park Portfolio II, LLC, a Delaware limited liability company (“**Developer**”) (“**Agreement**”); and

WHEREAS, Developer is required to furnish a bond in connection with the construction of the improvements shown on said Improvement Plans in the amount of the [*Engineer’s Estimate*] (as said term is defined in the Agreement) (\$\_\_\_\_\_) (“**Penal Sum**”) as security for the faithful performance of the work to be performed, which upon completion and acceptance of the constructed improvements by the Owner, converts to a warranty bond equal to ten (10%) of the [*Engineer’s Estimate*] (\$\_\_\_\_\_), for the warranty of the accepted improvements for a period of one (1) year; and

WHEREAS, this Bond consists of this page and the Bond Terms And Conditions, Paragraphs 1 through 14, attached to this page.

NOW, THEREFORE, we the undersigned Developer and, \_\_\_\_\_, as Surety are held and firmly bound unto the sum of \_\_\_\_\_dollars (\$\_\_\_\_\_) to be paid to the Owner, for which payment, we bind ourselves, jointly and severally.

[Signature Pages to Follow]

Dated: \_\_\_\_\_, 2023

**DEVELOPER:**

MENLO PARK PORTFOLIO II, LLC,  
a Delaware limited liability company

GAVI PREHC HC, LLC,  
a Delaware limited liability company, its co-managing  
member

By PRINCIPAL REAL ESTATE INVESTORS, LLC,  
a Delaware limited liability company, its authorized  
signatory

By \_\_\_\_\_

Name:

Title:

By \_\_\_\_\_

Name:

Title:

TPI INVESTORS 11, LLC,  
a California limited liability company, its managing member

By: Tarlton Properties, Inc.,  
a California corporation, its member

By: \_\_\_\_\_

John C. Tarlton

President & CEO

**SURETY:**

[insert name of Surety]

Correspondence or claims relating to this  
bond should be sent to the Surety at the  
following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-fact

Note: Signature of those executing for the Surety must be  
properly acknowledged, and a power of attorney attached.



## BOND TERMS AND CONDITIONS

1. Developer and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Owner for the complete and proper performance of the Agreement, which is incorporated herein by reference.
2. If Developer completely and properly performs all of its obligations under the Agreement, Surety and Developer shall have no obligation under this Bond.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
  - 3.1 Owner provides Surety with written notice that Owner has declared a default under the Agreement pursuant to the terms of the Agreement.
4. When Owner has satisfied the conditions of Paragraph 3 above, Surety shall promptly (within forty (40) days) and at Surety's expense elect to take one of the following actions:
  - 4.1 Arrange for Developer, with the consent of Owner, to perform and complete the Agreement (but Owner may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4 below); or
  - 4.2 Undertake to perform and complete the Agreement itself, through its agents or through independent contractors or construction entities; provided, that Surety may not select Developer as its agent or independent contractor or Developer without Owner's consent; or
  - 4.3 Undertake to perform and complete the Agreement by obtaining bids from qualified contractors or Construction entities acceptable to Owner for a contract for performance and completion of the Agreement and, upon determination by Owner of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by Surety and the contractor or Developer selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Agreement; or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor or Developer, and with reasonable promptness under the circumstances and, after investigation and consultation with Owner, determine in good faith its monetary obligation to Owner under Paragraph 6 below, for the performance and completion of the Agreement and, as soon as practicable after the amount is determined, tender payment therefor to Owner with full explanation of the payment's calculation. If Owner accepts Surety's tender under this Paragraph 4.4, Owner may still hold Surety liable for future damages then unknown or unliquidated resulting from the Developer's default, as agreed by Owner and Surety at the time of tender. If Owner disputes the amount of Surety's tender under this Paragraph 4.4, Owner may exercise all remedies available to it at law to enforce Surety's liability under Paragraphs 6 and 7 below.

5. At all times Owner shall be entitled to enforce any remedy available to Owner at law or under the Agreement including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, and coordinate Work with other consultants or contractors.
6. If Surety elects to act under Paragraphs 4.1, 4.2 or 4.3 above, within the time period provided in Paragraph 4, above, and complies with its obligations under this Bond, Surety's obligations under this Bond are commensurate with Developer's obligations under the Agreement. Surety's obligations include, but are not limited to:
  - 6.1 Developer's obligations to complete the Agreement and correct defective Work;
  - 6.2 Developer's obligations to pay liquidated damages, if applicable; and
  - 6.3 To the extent otherwise required of Developer under the Agreement, Developer's obligations to pay additional legal, design professional, and other costs not included within liquidated damages resulting from Developer Default (but excluding attorney's fees incurred to enforce this Bond).
7. If Surety does not elect to act under Paragraphs 4.1, 4.2, 4.3, or 4.4, above, within the time period provided in Paragraph 4, above, or comply with its obligations under this Bond, then Surety shall be deemed to be in default on this Bond ten Days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond. Such Surety default shall be independent of the Developer Default. To the extent Surety's independent default causes Owner to suffer damages including, but not limited to, delay damages, which are different from, or in addition to (but not duplicative of) damages which Owner is entitled to receive under the Agreement, Surety shall also be liable for such damages. In the event any Surety obligation following its independent default is inconsistent or conflicts with California Civil Code Section 2809, or any other law which either prohibits, restricts, limits or modifies in any way any obligation of a surety which is larger in amount or in any other respect more burdensome than that of the principal, Surety hereby waives the provisions of such laws to that extent.
8. If Surety elects to act under Paragraphs 4.1, 4.3 or 4.4 above, within the time period provided in Paragraph 4, above, and complies with all obligations under this Bond, Surety's monetary obligation under this Bond is limited to the Penal Sum.
9. No right of action shall accrue on this Bond to any person or entity other than Owner or its successors or assigns.
10. Surety hereby waives notice of any change, alteration or addition to the Agreement or to related subcontracts, design agreements, purchase orders and other obligations, including changes of time, and of any Owner action in accordance with Paragraph 5 above. Surety consents to all terms of the Agreement, including provisions on changes to the Agreement. No extension of time, change, alteration, modification, deletion, or addition to the Agreement, Plans and Specifications, or of the work (including services) required thereunder, or any Owner action in accordance with Paragraph 5 above shall release or

exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond, unless such action is an Owner Default.

11. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between Owner and Developer regarding the Agreement, or in the courts of the County of San Mateo, or in a court of competent jurisdiction in the location in which the work is located.
12. All notices to Surety or Developer shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to Owner shall be mailed or delivered as provided in the Agreement. Actual receipt of notice by Surety, Owner or Developer, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
13. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein.
14. Definitions
  - 14.1 Agreement: That certain Public Improvement Agreement dated \_\_\_\_\_, 2023, by and between Developer and Owner, including any amendments or addenda thereto.
  - 14.2 Developer Default: Material failure of Developer, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.
  - 14.3 Owner Default: Material failure of Owner, which has neither been remedied nor waived, to perform material terms of the Agreement, if such failure is the cause of the asserted Developer Default.

**END OF DOCUMENT**



**EXHIBIT G-2**

**Payment Bond**

(Chapter 5, Title 3, Part 6, Division 4 of California Civil Code or Chapter 5, Division 2, Title 7 of California Government Code)

Bond No. \_\_\_\_\_

WHEREAS, the CITY OF MENLO PARK, a California municipal corporation (“**Owner**”), has approved the [*Improvement Plans (insert actual title of plans)*], prepared by [*Name of Engineering Firm*] and dated \_\_\_\_\_, 20\_\_ (“**Improvement Plans**”), which improvements described therein are required to be constructed as set forth in that certain Public Improvement Agreement dated \_\_\_\_\_, 2023, by and between Owner and Menlo Park Portfolio II, LLC, a Delaware limited liability company (“**Developer**”) (“**Agreement**”); and

WHEREAS, Developer is required to furnish a Payment Bond in connection with said Agreement, to secure the payment of claims of laborers, mechanics, material men and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Developer and \_\_\_\_\_, as Surety, are held and firmly bound unto Owner in the sum of the [*Engineer’s Estimate*] (as defined in the Agreement) (\$\_\_\_\_\_) (“**Penal Sum**”), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if Developer, or its executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Agreement, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Developer and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the Penal Sum specified in this bond, plus reasonable attorneys’ fees, otherwise the above obligation shall become and be null and void.

This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic’s Lien Law.

Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder, shall in any way affect the obligation of

this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder.

Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with the Agreement; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[Signature Pages to Follow]

Dated: \_\_\_\_\_, 20\_\_

**DEVELOPER:**

MENLO PARK PORTFOLIO II, LLC,  
a Delaware limited liability company

GAVI PREHC HC, LLC,  
a Delaware limited liability company, its co-managing  
member

By PRINCIPAL REAL ESTATE INVESTORS, LLC,  
a Delaware limited liability company, its authorized  
signatory

By \_\_\_\_\_

Name:

Title:

By \_\_\_\_\_

Name:

Title:

TPI INVESTORS 11, LLC,  
a California limited liability company, its managing member

By: Tarlton Properties, Inc.,  
a California corporation, its member

By: \_\_\_\_\_

John C. Tarlton

President & CEO

**SURETY:**

[insert name of Surety]

Correspondence or claims relating to this  
bond should be sent to the Surety at the  
following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-fact

Note: Signature of those executing for the surety must be  
properly acknowledged, and a power of attorney attached.





**STAFF REPORT**

**City Council**  
**Meeting Date:** 7/11/2023  
**Staff Report Number:** 23-155-CC

**Public Hearing:** **Introduce and waive the first reading of an ordinance amending Sections 16.43.070, 16.44.070, and 16.45.070 of Title 16 of the Menlo Park Municipal Code to clarify the process for determining the appraised value of bonus level developments and the required community amenities value for bonus level development projects in the O (Office), L-S (Life Sciences), and R-MU (Residential Mixed-Use) zoning districts, and adopt a resolution updating the previously adopted community amenities list for bonus level developments in the Bayfront Area**

**Recommendation**

The Planning Commission and staff recommend that the City Council introduce and waive the first reading of an ordinance amending Sections 16.43.070, 16.44.070, and 16.45.070 of Title 16 (Zoning) of the Menlo Park Municipal Code to clarify the appraisal review process for bonus level development projects. Staff also recommends that the City Council adopt a resolution approving the updated community amenities list for applicants to utilize in providing community amenities for bonus level development projects in the Bayfront Area. The Planning Commission did not provide a recommendation on the community amenities list update. The proposed ordinance is included as Attachment A and the draft resolution approving the updated community amenities list and the updated list are included as Attachment B.

**Policy Issues**

Bonus level development projects are permitted in the O (Office), L-S (Life Sciences), and R-MU (Residential, Mixed-Use) zoning districts in exchange for the provision of community amenities. The amendments to the Zoning Ordinance are intended to clarify the process for determining the appraised value of a bonus level development project. The updated community amenities list is intended to reflect current community values. The City Council should consider the Planning Commission's and staff's review and recommendation.

The City Council will also need to consider the proposed amendments to the Zoning Ordinance and the update to the community amenities list for consistency with the Zoning Ordinance and general plan. The ConnectMenlo General Plan update included a guiding principal for Corporate Contribution. This principal identified that in exchange for added development potential, development projects will provide physical benefits in the adjacent neighborhoods (e.g., Belle Haven and the area north of US 101). Policy LU-4.4 (Community amenities) and Program LU-4.C (Community amenity requirements) implement this guiding principal by requiring developments at the bonus level to contribute to programs that benefit the community (e.g., education, transportation infrastructure, neighborhood-serving amenities/services, housing, and job training and employment). These contributions are ensured through Zoning Ordinance and other

implementing regulations and memorialized in a list that may be modified over time to reflect changes in community priorities and desired amenities.

## **Background**

### Community amenities overview

As a part of the approval of the ConnectMenlo General Plan update, the City created the following zoning districts: Office (O), Life Sciences (LS) and Residential Mixed-use (R-MU.) Regulations for bonus level development and community amenities were established in these zoning districts. In exchange for bonus level development (increased floor area ratio, density (dwelling units per acre) and/or height), an applicant is required to contribute to community amenities in the area between Highway 101 and the San Francisco Bay. The required community amenity value is 50% of the fair market value of the additional (bonus) gross floor area above the base allowable gross floor area for a parcel or project site. In lieu of providing and constructing a community amenity from the adopted list of community amenities, applicants may choose to provide a payment in the amount of 110% of the community amenities value.

The initial list of community amenities were identified and prioritized through public outreach and input during the general plan update process, and adopted by the City Council in December 2016. The Zoning Ordinance allows the City Council to update the adopted community amenities list to reflect evolving community needs and priorities. The current community amenity list is included in Attachment C.

The method for determining the required value of the community amenities begins with an appraisal. The applicant provides, at their expense, an appraisal performed by a licensed appraisal firm consistent with the City's current appraisal instructions. The Zoning Ordinance requires the form and content of the appraisal to be approved by the community development director.

Following determination of the required community amenity value, the applicant submits an initial community amenities proposal and associated valuation that add up to the minimum required value for City review. The proposal may include payment of the in-lieu payment, creation of physical amenities, or a combination of both. When an applicant is proposing physical amenities on or off-site of the development project, the City obtains a consultant to evaluate the value of the proposed community amenities. This analysis is typically based on the cost to the applicant to deliver the amenities. For physical amenities, the cost is based on an incremental cost approach (when contained within a larger building/site.) The City also evaluates additional costs incurred by the applicant to deliver the proposed amenities (e.g., rent subsidies and operations and maintenance.) If the applicant proposes to pay the in-lieu payment, then no evaluation is performed.

At the time of adoption in 2016, the preferred approach to implementation of community amenities, was the establishment of an amenities list versus a case-by-case review, to provide greater consistency and predictability. On Oct. 6, 2020 the City Council voted to form an ad hoc subcommittee, comprised of Vice Mayor Taylor (mayor at the time) and City Councilmember Nash, to review the ConnectMenlo community amenities list and suggest revisions for consideration by the City Council.

### *Community amenities process updates*

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

1. Adopt a revised community amenities list,
2. Adopt an in-lieu payment,
3. Adopt a "gatekeeper" application process, and

#### 4. Establish a community amenities working group.

The City Council provided direction to staff to amend the Zoning Ordinance to establish the in-lieu payment and to allow for negotiated community amenities not identified on the community amenities list through a development agreement (DA). The City Council adopted an ordinance establishing an in-lieu payment option and allowing greater flexibility for providing community amenities through a DA at its meeting June 22, 2021. The City Council subcommittee led the effort on a potential updated community amenities list (Item 1). On June 28, 2022, the City Council subcommittee forwarded an update to the City Council on the updated list (Attachment E). Attachment F includes more background information prepared by the City Council subcommittee.

Staff anticipates bringing forward the gatekeeper (or screening) process for community amenities (Item 3) for the City Council's consideration as well as the adoption of the ordinance amendments (i.e., second reading) in August 2023. The screening process is anticipated to be incorporated into the community amenity implementing regulations. Additionally, to implement the amendments to the Zoning Ordinance regarding appraisals, City staff will be revising the current appraisal instructions. Staff intends to bring the proposed revised appraisal instructions to the City Council in August 2023 concurrent with the community amenity implementing regulations (i.e., screening process).

#### Planning Commission recommendation

On June 5, the Planning Commission reviewed the proposed ordinance amendments to clarify the community amenities appraisal review process for bonus level development projects and the proposed updated community amenities list. The Planning Commission voted 5-1-1, with Barnes opposed (generally citing concerns about the application of the in-lieu payment) and Riggs abstaining (generally citing transportation concerns from planned development in the Bayfront Area) to adopt a resolution recommending the City Council introduce the ordinance amendments. The Commission removed the findings and recommendation on the community amenities list update from its resolution, citing various factors including the need for the dollar values associated with the revised amenities, more information on the outreach process, and more information on why specific items are on the revised list. The Planning Commission's resolution is included in Attachment G.

#### **Analysis**

Since the adoption of ConnectMenlo in late 2016, the City has approved six bonus level development projects in the Bayfront Area. Table 1 below summarizes the approved projects, bonus level development value, community amenity and current status. In lieu payments are calculated as 110% of the required community amenities value.

Table 1: Approved bonus level development projects in Bayfront Area				
Project	Description	Approved community amenity value	Community amenity	Project current status
111 Independence Dr.	105 apartments 750 sf cafe	\$2,550,000	Four one-bedroom low-income below market rate units and cafe	Approved
Menlo Portal 115 Independence Dr.	335 apartments 34,500 sf office	\$8,550,000	In lieu payment*	Under construction
Menlo Uptown 141 Jefferson Dr.	441 apartments 42 for-sale townhomes	\$8,900,000	Ravenswood Family Health Center**	Under construction
Menlo Flats 165 Jefferson Dr.	158 apartments 14,400 sf commercial	\$4,400,000	In lieu payment	Approved
Willow Village masterplan 1350 Willow Rd.	1,730 apartments 1.25M sf office 350,000 sf event space 200,000 sf retail 193 room hotel	\$133,300,000	Grocery store, pharmacy, bank, restaurants, entertainment uses, elevated park, affordable housing contribution, air quality and noise monitoring, Willow Road relinquishment feasibility study, job training funding, teacher housing rent subsidies, Bayfront shuttle, town square, additional public open space***	Approved
1350 Adams Ct.	260,400 sf life sciences	\$14,650,000****	In lieu payment	Under construction
<b>Total community amenities</b>		<b>\$172,350,000</b>		

\*Proposal included a child care center with option to pay the in-lieu fee that was exercised by the applicant.  
 \*\*Ravenswood Family Health Center has indicated that the site will not meet its needs and applicant is evaluating alternate compliance with its community amenity obligation.  
 \*\*\*Additional negotiated requirements and obligations are included in the DA.  
 \*\*\*\* The applicant filed a fee protest regarding the approved community amenity value and the City is in discussions and negotiations with applicant regarding their protest.

The City is reviewing the following six additional bonus level development projects in the Bayfront Area. Those projects are summarized in Table 2 below.



Table 2: Pending bonus level development projects in Bayfront Area					
Project	Description	Required community amenity value	Proposed community amenity	Potential timing for final action	Acting body*
123 Independence Dr. **	316 apartments 116 for-sale townhomes	\$3,350,000	Eight low-income below market rate rental units	Summer/fall 2023	Planning Commission /City Council
1125 O'Brien Dr.	129,200 sf life sciences 2,700 sf café	\$3,150,000	In lieu payment	Summer/fall 2023	Planning Commission
Commonwealth Bldg. 3 162-164 Jefferson Dr.	250,000 sf office	\$5,600,000	TBD	Fall/winter 2023	City Council
1005 O'Brien Dr./ 1320 Willow Rd.	218,000 sf life sciences 9,000 sf employee amenity/commercial space	TBD	TBD	Spring/summer 2024	Planning Commission /City Council
3705 Haven Ave.**	99 apartments	TBD	TBD	TBD	Planning Commission
1075 O'Brien Dr. (CSBIO Phase 3)	90,000 sf Life sciences 10,000 sf restaurants	TBD	TBD	TBD	City Council
<b>Total</b>		<b>\$12,100,000</b>			

\*All projects are appealable to the City Council. For projects marked as Planning Commission/City Council action, some City actions are acted upon by the Planning Commission and acted on by the City Council.

\*\*Applicant submitted the projects under the allowances of Senate Bill (SB) 330.

Appraisal and community amenities review process

The City has identified potential process improvements to clarify and streamline appraisal approval, and establish uniform criteria that enable both the applicant and the City to be more aligned on appraisal content requirements.

In order to memorialize the new appraisal review process, City staff recommends revisions to Municipal Code Sections 16.43.070, 16.44.070, and 16.45.070 to clarify the following:

- The date of value will be within 90 days of the date of the appraisal but in no case earlier than the application date;
- The City Council will adopt implementing regulations outlining the appraisal review process for determining the final appraised value; and
- The final appraised value will use the same date of value as the applicant’s appraisal to ensure consistency.

The proposed amendments to the Zoning Ordinance are included in Attachment A.

Appraisal instructions and community amenity implementing regulations

City staff is developing updates to the appraisal instructions and creating community amenity implementing regulations for the City Council to consider at a future meeting in August. The majority of the proposed updates to the appraisal instructions are anticipated to be focused on clarifying specific definitions and the appraisal process.

The proposed modifications to the appraisal process are intended to create uniformly identifiable criteria for determining the value of the bonus level development and the resulting community amenities value. Another main goal of the proposed community regulations would be to implement the community amenities screening process. This process would allow for the City Council to provide meaningful feedback on the proposed community amenity early in the process, but after the value of the bonus level of development is determined.

Updated community amenity list

The City Council subcommittee’s proposed updated community amenities list is included in Attachment B. Since 2020 the subcommittee held meetings with residents, developers, and staff in various formats to discuss the community amenities list update and community amenities review process. The updated list has been informed by these informal discussions and the formal City Council and Planning Commission public meetings. Staff believes the updated list reflects current community values based on the subcommittee’s outreach. In general, the updated list includes the following key topic areas in Table 3, with detailed items within each topic area. Housing development projects currently under review, per the requirements of SB 330 (e.g., 123 Independence Dr. and 3705 Haven Ave.), would not be subject to the updated list and would continue to use the community amenities list adopted in 2016.

Table 3: Summary of proposed community amenities list update	
Topic	Summary description
Carbon-free transit and enhanced transportation	Streetscape improvements in Belle Haven and on Haven Avenue, transit improvements (including Dumbarton Rail), and pedestrian connectivity across and on the Dumbarton corridor
Community-serving retail	Retail uses intended to be in or adjacent to the Belle Haven neighborhood. These uses include a grocery store, restaurants, pharmacy and bank*
Energy, technology, utilities, and communication infrastructure in the Belle Haven neighborhood	These include undergrounding power lines, improving existing residents access to high quality, high speed broadband services, and soundwalls (to protect residences from noise from US 101).
Enhanced quality of life	This category includes additional affordable housing ownership opportunities with a clear preference for long-term residents of Belle Haven and funding for programs to prevent displacement of current residents of Belle Haven and Haven Avenue. Additionally, this topic area includes the development of additional parks on underdeveloped properties within the Belle Haven neighborhood. Lastly, this category includes funding a taskforce to work on high quality local education, environmental justice and community amenities.

\* All of these uses would be provided by the Willow Village masterplan project.

The proposed list would replace the existing community amenities list that was adopted in November 2016 (included for reference as Attachment C).

Staff generally believes that the “restaurants” category within community serving retail could be used by multiple projects. Through its review and adoption of the updated community amenities list, the City Council should confirm if restaurants may be provided in multiple projects and whether additional details are needed to ensure a variety of restaurants by type (e.g., café, coffee shop, sit down/full service, to-go only, food

court/food hall, etc.) are provided as community amenities.

The updated community amenities list removes the dollar values associated with the community amenities list adopted in 2016. Those dollar values were general estimates to provide a benchmark of possible costs to applicants. However, as construction and delivery costs have changed substantially since November 2016, staff has not utilized these dollar amounts in valuing community amenities proposed as part of bonus level development projects. Instead, staff has evaluated the cost to the applicant to deliver the amenity and valued the amenity based on this cost at the time of the City's community amenities evaluation. Staff understands that the Planning Commission requested that the dollar amounts be included; however, staff believes incorporating these estimates could complicate the implementation and instead recommends relying on the current evaluation process on a case-by-case basis.

### Correspondence

Staff has not received any correspondence on the proposed amendments to the Zoning Ordinance nor the proposed updated community amenities list.

### Conclusion

The proposed amendments to the Zoning Ordinance would clarify and streamline the appraisal review process to determine the community amenities value for bonus level development projects and identify that the City Council will adopt appraisal instructions and community amenity implementing regulations. The City Council subcommittee updated the community amenities list to reflect the current values of the Belle Haven and Bayfront communities through various forms of outreach with residents, developers, staff and other community members. The Planning Commission recommended approval of the ordinance amendments and declined to recommend on the updated community amenities list due to a desire for more information. Staff believes the subcommittee's letter (Attachment F) and this report provide the community and City Council with the requested information on how the updated community amenities list was developed.

### Next steps

The updated appraisal instructions are being developed by staff and would further clarify the criteria for appraisals for bonus level development. The community amenity implementing regulations are intended to clarify the appraisal review process, utilizing objective standards, and ensure the community amenity value is identified earlier in the development review process. The City Council is tentatively scheduled to review these items along with the adoption of the Zoning Ordinance amendments (i.e., second reading) and community amenities list at its Aug. 15 meeting.

### **Impact on City Resources**

Staff and city attorney time spent on preparing the amendments to the ordinance and community amenities list update are not reimbursable and are being accommodated within the existing budgets of the planning division and city attorney. Community amenity in-lieu payments are considered a special fund and segregated from the General Fund, and can only be used to support community amenities in the Bayfront Area at the discretion of the City Council. The In-lieu payments are generally made before building permit issuance for a development project.

### **Environmental Review**

The proposed ordinance amendments and the update to the community amenities list 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 this ordinance

and updated community amenity list 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 consisted of publishing a notice in the local newspaper. Public notification also was 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 amending Sections 16.43.070, 16.44.070, and 16.45.070 of Title 16 of the Menlo Park Municipal Code
- B. Draft resolution of the City Council of the City of Menlo Park adopting the proposed updated community amenities list for bonus level developments
- C. Hyperlink – adopted community amenities list: [menlopark.gov/files/sharedassets/public/community-development/documents/6360-fb-community-amenities\\_201906111131255112.pdf](https://menlopark.gov/files/sharedassets/public/community-development/documents/6360-fb-community-amenities_201906111131255112.pdf)
- D. Hyperlink – approved appraisal instructions: [menlopark.gov/files/sharedassets/public/community-development/documents/appraisal-instructions\\_1-10-19.pdf](https://menlopark.gov/files/sharedassets/public/community-development/documents/appraisal-instructions_1-10-19.pdf)
- E. Hyperlink – June 28, 2022, City Council subcommittee update on Community Amenities list (Item H-4): [menlopark.gov/files/sharedassets/public/agendas-and-minutes/city-council/2022-meetings/agendas/20220628-city-council-agenda-packet.pdf#page=340](https://menlopark.gov/files/sharedassets/public/agendas-and-minutes/city-council/2022-meetings/agendas/20220628-city-council-agenda-packet.pdf#page=340)
- F. City Council subcommittee letter on the community amenities update process and background
- G. Planning Commission resolution recommending the City Council adopt ordinance amending Sections 16.43.070, 16.44.070, and 16.45.070 of Title 16 of the Menlo Park Municipal Code

Report prepared by:  
Kyle Perata, Planning Manager

Report reviewed by:  
Deanna Chow, Assistant Community Development Director

## ORDINANCE NO. XXXX

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
AMENDING SECTIONS 16.43.070, 16.44.070, AND 16.45.070 OF TITLE 16 OF  
THE MENLO PARK MUNICIPAL CODE**

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 16.43.060, 16.44.060, and 16.45.060 of Title 16 of the Menlo Park Municipal Code permit applicants for a development project to seek an increase in the floor area ratio, density, and/or height ("bonus level development") subject to obtaining a use permit or conditional development permit and providing certain community amenities.
- B. Sections 16.43.070, 16.44.070, and 16.45.070 of Title 16 of the Menlo Park Municipal Code set forth the community amenities required for bonus level development.
- C. The value of the community amenities to be provided shall equal 50 percent of the fair market value of the additional gross floor area of the bonus level development, and the applicant is required to provide an appraisal determining the value of the bonus level development.
- D. The City desires to amend sections 16.43.070, 16.44.070, and 16.45.070 in order to clarify the process for determining the appraised value of the bonus level development.
- E. The Planning Commission held a duly noticed public hearing on June 5, 2023 to review and consider the proposed amendment to sections 16.43.070, 16.44.070, and 16.45.070 of Title 16 of the Menlo Park Municipal Code and adopted Planning Commission Resolution No. 2023-29 recommending that the City Council adopt the Zoning Ordinance amendment, whereat all interested person had the opportunity to appear and comment.

**Section 2:** Amendment of Subsection (3) of Section 16.43.070 of Title 16 of the Municipal Code

Subsection (3) of section 16.43.070 of Title 16 of the City of Menlo Park Municipal Code is hereby repealed and replaced by the following:

~~(3) Value of Amenity. The value of the community amenities to be provided shall equal fifty percent (50%) of the fair market value of the additional gross floor area of the bonus level development. The value shall be calculated as follows: The applicant shall provide, at their expense, an appraisal performed within ninety (90) days of the application date by a licensed appraisal firm that sets a fair market value in cash of the gross floor area of the bonus level of development ("bonus value"). The form and content of the appraisal, including any appraisal instructions, must be approved by the community development director. The appraisal shall determine the total bonus value without consideration of the community amenities requirement established under this section. Fifty percent (50%) of the total bonus value is the value of the community amenity to be provided.~~

(3) Value of Amenity. The value of the community amenities to be provided shall equal fifty percent (50%) of the fair market value of the additional gross floor area of the bonus level development. The value shall be calculated as follows: The applicant shall provide, at their expense, an appraisal ("applicant's appraisal") on or after the application date by a licensed appraisal firm that sets a fair market value in cash of the gross floor area of the bonus level of development ("bonus value"). The bonus value shall be determined without consideration of the community amenities requirement established under this section. The applicant's appraisal shall be based on a date of value that is within 90 days of the date of the applicant's appraisal, but in

no event shall the date of value be earlier than the application date. The form and content of the applicant's appraisal must be approved by the community development director. The City Council shall adopt regulations providing for a process by which the community development director shall determine a final appraised value. The final appraised value shall be based on the same date of value as the applicant's appraisal and shall constitute the City's final determination of the bonus value. Fifty percent (50%) of the total bonus value is the value of the community amenity to be provided.

**Section 3:** Amendment of Subsection (3) of Section 16.44.070 of Title 16 of the Municipal Code Subsection (3) of section 16.44.070 of Title 16 of the City of Menlo Park Municipal Code is hereby repealed and replaced by the following:

~~(3) Value of Amenity. The value of the community amenities to be provided shall equal fifty percent (50%) of the fair market value of the additional gross floor area of the bonus level development. The value shall be calculated as follows: The applicant shall provide, at their expense, an appraisal performed within ninety (90) days of the application date by a licensed appraisal firm that sets a fair market value in cash of the gross floor area of the bonus level of development ("bonus value"). The form and content of the appraisal must be approved by the community development director. The appraisal shall determine the total bonus value without consideration of the community amenities requirement established under this section. Fifty percent (50%) of the total bonus value is the value of the community amenity to be provided.~~

(3) Value of Amenity. The value of the community amenities to be provided shall equal fifty percent (50%) of the fair market value of the additional gross floor area of the bonus level development. The value shall be calculated as follows: The applicant shall provide, at their expense, an appraisal ("applicant's appraisal") on or after the application date by a licensed appraisal firm that sets a fair market value in cash of the gross floor area of the bonus level of development ("bonus value"). The bonus value shall be determined without consideration of the community amenities requirement established under this section. The applicant's appraisal shall be based on a date of value that is within 90 days of the date of the applicant's appraisal, but in no event shall the date of value be earlier than the application date. The form and content of the applicant's appraisal must be approved by the community development director. The City Council shall adopt regulations providing for a process by which the community development director shall determine a final appraised value. The final appraised value shall be based on the same date of value as the applicant's appraisal and shall constitute the City's final determination of the bonus value. Fifty percent (50%) of the total bonus value is the value of the community amenity to be provided.

**Section 4:** Amendment of Subsection (3) of Section 16.45.070 of Title 16 of the Municipal Code

Subsection (3) of section 16.45.070 of Title 16 of the City of Menlo Park Municipal Code is hereby repealed and replaced by the following:

~~(3) Value of Amenity. The value of the community amenities to be provided shall equal fifty percent (50%) of the fair market value of the additional gross floor area of the bonus level development. The value shall be calculated as follows: The applicant shall provide, at their expense, an appraisal performed within ninety (90) days of the application date by a licensed appraisal firm that sets a fair market value in cash of the gross floor area of the bonus level of development ("total bonus"). The form and content of the appraisal, including any appraisal instructions, must be approved by the community development director.~~

(3) Value of Amenity. The value of the community amenities to be provided shall equal fifty percent (50%) of the fair market value of the additional gross floor area of the bonus level

development. The value shall be calculated as follows: The applicant shall provide, at their expense, an appraisal ("applicant's appraisal") on or after the application date by a licensed appraisal firm that sets a fair market value in cash of the gross floor area of the bonus level of development ("bonus value"). The bonus value shall be determined without consideration of the community amenities requirement established under this section. The applicant's appraisal shall be based on a date of value that is within 90 days of the date of the applicant's appraisal, but in no event shall the date of value be earlier than the application date. The form and content of the applicant's appraisal must be approved by the community development director. The City Council shall adopt regulations providing for a process by which the community development director shall determine a final appraised value. The final appraised value shall be based on the same date of value as the applicant's appraisal and shall constitute the City's final determination of the bonus value. Fifty percent (50%) of the total bonus value is the value of the community amenity to be provided.

**Section 5.** 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 6.** 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 7.** 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 eleventh day of July 2023.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

---

Jen Wolosin, Mayor

ATTEST:

---

Judi A. Herren, City Clerk



**RESOLUTION NO. XXXX****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
APPROVING AN UPDATE TO THE COMMUNITY AMENITIES LIST FOR  
BONUS LEVEL DEVELOPMENT PROJECTS**

WHEREAS, Sections 16.43.070, 16.44.070, and 16.45.070 of Title 16 of the Menlo Park Municipal Code permit applicants for a development project to seek an increase in the floor area ratio, density, and/or height (“bonus level development”) subject to obtaining a use permit or conditional development permit and providing certain community amenities; and

WHEREAS, Sections 16.43.070, 16.44.070, and 16.45.070 of Title 16 of the Menlo Park Municipal Code set forth the community amenities required for bonus level development; and

WHEREAS, an applicant that applies for bonus level development may choose the form in which they provide the community amenity; and

WHEREAS, the City desires to update the previously adopted community amenities list, attached hereto as Exhibit A, to reflect current community values; and

WHEREAS, the current community amenity list was developed through an extensive public outreach and input process and reflected the community’s priority of benefits within the Bayfront Area at the time of adoption; and

WHEREAS, the City Council appointed an ad hoc subcommittee to develop an updated community amenity list that reflects current community values; and

WHEREAS, the City Council subcommittee discussed the updated community amenities list and community amenity review process with residents, developers, and staff; and

WHEREAS, the City Council and Planning Commission held multiple public meetings on various aspects of the community amenities list and process, including amendments to the Zoning Ordinance, study sessions on community amenities, and information item updates; and

WHEREAS, the City Council subcommittee considered input through the informal discussions and formal public meetings, and developed the proposed updated community amenity list in Exhibit A; and

WHEREAS, the proposed update to the community amenities list is 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 that the update to the community amenities list would have a significant effect on the environment, and pursuant to CEQA Guidelines §15183 (consistent with the general plan and zoning) as the updated list would be consistent with the Zoning Ordinance and general plan; and

WHEREAS, future development projects proposed at the bonus level and any proposed physical community amenities would be evaluated for consistency with the ConnectMenlo Program Level Environmental Impact Report (EIR) and the Housing Element Subsequent EIR (SEIR), as applicable, and the City, as the lead agency, would undertake the required level of environmental analysis for each individual project; and

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

WHEREAS, at a duly and properly noticed public hearing held on June 5, 2023, the Planning Commission fully reviewed, considered, and evaluated the whole of the record including all public and written comments, pertinent information, documents, the ordinance, and updated community amenities list, prior to recommending action regarding the community amenities list update.

WHEREAS, the Planning Commission declined to make a recommendation on the proposed community amenities list update.

NOW, THEREFORE, THE MENLO PARK CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

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

Section 2. Findings on Community Amenities List Update. The City Council of the City of Menlo Park does hereby approve the community amenities list update, based upon the following findings:

1. That the proposed community amenities list update are statutorily exempt from the provisions of the California Environmental Quality Act ("CEQA"), pursuant to §§15061(b)(3) and 15183.
2. That the community amenities list update was developed by the City Council Subcommittee and reflects the community's current values.
3. That the updated community amenities list provides applicants with a framework from which to provide the required community amenities.
4. The updated community amenities list would continue to allow for applicants to satisfy the community amenities requirement through an in lieu fee payment or a development agreement for items not on the updated community amenities list.

Section 3. SEVERABILITY

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

//

//

//

//

//

//

I, 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 eleventh day of July, 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 \_\_, 2023.

---

Judi A. Herren, City Clerk

Exhibits

A. Updated community amenities list

## DRAFT Community Amenities Proposal

Menlo Park Resolution No. 6360 approving the community amenities list developed through the ConnectMenlo process states: “The required community amenities are intended to address identified community needs that result from the effect of the increased development intensity on the surrounding community.” Community amenities enhance the quality of life for existing Menlo Park residents located North of US 101 (particularly long-time Belle Haven residents) beyond available and reasonably expected City Services.

- I. Carbon-free Transit and Enhanced Transportation
  - Sidewalks, lighting, and landscaping: Enhance sidewalks, landscaping, and lighting to improve the overall walkability, safety, and aesthetics in the Belle Haven neighborhood and on Haven Avenue.
  - Transit: Create an EV shuttle system to connect Bayfront residents across Menlo Park and to neighboring cities.
  - Dumbarton Rail Crossing: Create a pedestrian and bicycle crossing of the Dumbarton Rail corridor between US 101 and Chilco Street.
  - Dumbarton Rail: Utilize the right-of-way for new transit line between Redwood City and Menlo Park in the near term with stations and a new pedestrian/bike path.
- II. Community-serving Retail (in or adjacent to Belle Haven)
  - Grocery Store: A full-service grocery store providing a full range of goods, including fresh fruits, vegetables and meat and dairy products.
  - Restaurants: A range of dining options, focused on sit-down restaurants serving residents and neighborhood employees.
  - Pharmacy: A full-service pharmacy that fills prescriptions and offers convenience goods.
  - Bank: A bank or credit union branch.
- III. Energy, Technology, Utilities, and Communication Infrastructure in the Belle Haven neighborhood
  - Underground power lines: Underground overhead electric and communications lines along Newbridge Street, Pierce Road, Terminal Avenue, and Chilco Street.
  - Telecommunications infrastructure: Improve existing Bayfront residents’ access to high quality, high speed broadband services.
  - Soundwalls: Construct soundwalls with landscaping to reduce noise, provide cleaner air, and improve aesthetics.
    - between US 101 and Kelly Park
    - between US 101 and the 1100 block of Willow Road
- IV. Enhanced Quality of Life
  - Affordable Ownership Housing: Provide affordable ownership housing above and beyond City minimum requirements for affordable housing with a clear preference for existing long-term residents of Belle Haven.
  - Anti-displacement Initiative: Fund programs to prevent displacement of current residents of Belle Haven and Haven Avenue.
  - Open space: Convert undeveloped properties to new parks in the Belle Haven neighborhood.
  - Sustainably fund a Bayfront Taskforce (as a non Brown Act body) to focus on High Quality Local Education, Environmental Justice, and Community Amenities.

## DRAFT Community Amenities Proposal

Menlo Park Resolution No. 6360 approving the community amenities list developed through the ConnectMenlo process states: “The required community amenities are intended to address identified community needs that result from the effect of the increased development intensity on the surrounding community.” Community amenities enhance the quality of life for existing Menlo Park residents located North of US 101 (particularly long-time Belle Haven residents) beyond available and reasonably expected City Services.

- I. Carbon-free Transit and Enhanced Transportation
  - Sidewalks, lighting, and landscaping: Enhance sidewalks, landscaping, and lighting to improve the overall walkability, safety, and aesthetics in the Belle Haven neighborhood and on Haven Avenue.
  - Transit: Create an EV shuttle system to connect Bayfront residents across Menlo Park and to neighboring cities.
  - Dumbarton Rail Crossing: Create a pedestrian and bicycle crossing of the Dumbarton Rail corridor between US 101 and Chilco Street.
  - Dumbarton Rail: Utilize the right-of-way for new transit line between Redwood City and Menlo Park in the near term with stations and a new pedestrian/bike path.
- II. Community-serving Retail (in or adjacent to Belle Haven)
  - Grocery Store: A full-service grocery store providing a full range of goods, including fresh fruits, vegetables and meat and dairy products.
  - Restaurants: A range of dining options, focused on sit-down restaurants serving residents and neighborhood employees.
  - Pharmacy: A full-service pharmacy that fills prescriptions and offers convenience goods.
  - Bank: A bank or credit union branch.
- III. Energy, Technology, Utilities, and Communication Infrastructure in the Belle Haven neighborhood
  - Underground power lines: Underground overhead electric and communications lines along Newbridge Street, Pierce Road, Terminal Avenue, and Chilco Street.
  - Telecommunications infrastructure: Improve existing Bayfront residents’ access to high quality, high speed broadband services.
  - Soundwalls: Construct soundwalls with landscaping to reduce noise, provide cleaner air, and improve aesthetics.
    - between US 101 and Kelly Park
    - between US 101 and the 1100 block of Willow Road
- IV. Enhanced Quality of Life
  - Affordable Ownership Housing: Provide affordable ownership housing above and beyond City minimum requirements for affordable housing with a clear preference for existing long-term residents of Belle Haven.
  - Anti-displacement Initiative: Fund programs to prevent displacement of current residents of Belle Haven and Haven Avenue.
  - Open space: Convert undeveloped properties to new parks in the Belle Haven neighborhood.
  - Sustainably fund a Bayfront Taskforce (as a non Brown Act body) to focus on High Quality Local Education, Environmental Justice, and Community Amenities.

Council Community Amenities Subcommittee – Background Information

In **2016**, City Council Resolution No. 6360 established the community amenities list which was developed through the ConnectMenlo process. Development projects in the Bayfront area seeking bonus level development are required to provide community amenities. Revising Resolution No. 6360 requires City Council action.

- *11/29/2016 Adopted community amenities list.*  
[https://menlopark.gov/files/sharedassets/public/community-development/documents/6360-fb-community-amenities\\_201906111131255112.pdf](https://menlopark.gov/files/sharedassets/public/community-development/documents/6360-fb-community-amenities_201906111131255112.pdf)

On **October 6, 2020**, City Council received a recommendation from Vice Mayor Taylor (Mayor at the time) and Councilmember Nash (City Councilmember at the time) to form a City Council ad hoc subcommittee to review the ConnectMenlo community amenities list and suggest revisions for consideration by the City Council. That evening, City Council formed the Subcommittee to: 1) update the adopted community amenities list to more appropriately serve existing and future residents, 2) inventory existing, proposed and potential citywide development (amount and type) and 3) maintain the amenities list data. Staff in the city manager's office was assigned to work with the subcommittee.

- *10/6/2020 City Council Initiated Items: E1. Refocus City Council 2020-21 priorities and direct specific land use planning work.*
  - Staff report: <https://menlopark.org/DocumentCenter/View/26283/E1-20201006-CC-City-Council-priorities>
  - Councilmember presentation: <https://menlopark.org/AgendaCenter/ViewFile/Minutes/10062020-3511#page=18>
  - Minutes: <https://menlopark.org/AgendaCenter/ViewFile/Minutes/10062020-3511>

On **April 20, 2021**, the Subcommittee presented their work at a Council Study Session – see [Attachment A: Council Community Amenities Subcommittee report #1](#). That attachment contained the Subcommittee's recommendations to revise the ConnectMenlo community amenities list, implement the in-lieu fee envisioned in ConnectMenlo, and establish greater clarity over the community amenities process.

- *4/20/2021 Study Session: D2. ConnectMenlo community amenities.*
  - Staff report: <https://www.menlopark.org/DocumentCenter/View/27938/D2-20210420-CC-ConnectMenlo-community-amenities?bidId=>
  - Staff presentation: <https://www.menlopark.org/DocumentCenter/View/27962/D2--ConnectMenlo-Community-Amenities-study-session-intro-v2?bidId=>
  - Minutes: <https://menlopark.org/AgendaCenter/ViewFile/Minutes/04202021-3605>

On **May 10, 2021**, the Planning Commission recommended the Zoning Ordinance be modified to establish the in-lieu fee payment and to authorize use of a development agreement for community amenities.

- *5/10/2021 Public Hearing: F3. Consider and recommend on the Zoning Ordinance amendment associated with community amenities and bonus level development in the O (Office), LS (Life Science) and R-MU (Residential Mixed-Use) zoning districts.*

## Council Community Amenities Subcommittee – Background Information

- *Staff report:*  
[https://www.menlopark.org/DocumentCenter/View/28033/F3\\_Community-Amenities?bidId=](https://www.menlopark.org/DocumentCenter/View/28033/F3_Community-Amenities?bidId=)
- *Minutes:* <https://menlopark.gov/files/sharedassets/public/agendas-and-minutes/planning-commission/2021-meetings/20210510-planning-commission-minutes.pdf>

On **June 8, 2021**, and **June 22, 2021**, the City Council established an in-lieu fee payment for the provision of community amenities and authorized applicants to propose community amenities not on the community amenities list through negotiation of a development agreement. The Council also provided direction on preparing a revised community amenities list and community amenity review procedures and regulations.

- *6/8/2021 Public Hearing: M2. 1) Introduce and waive first reading of zoning Ordinance No. 1077 amendment associated with community amenities and bonus level development in the Office, Life Sciences and Residential Mixed Use zoning districts to establish an in-lieu fee payment for the provision of community amenities and authorize applicants to propose community amenities not on the community amenities list through negotiation of a development agreement, and 2) provide direction on preparing a revised community amenities list and community amenity review procedures and regulations.*
  - *Staff report:* <https://www.menlopark.org/DocumentCenter/View/28317/M2-20210608-CC-Community-amenity-in-lieu-fees-ord?bidId=>
  - *Staff presentation:* [https://www.menlopark.org/DocumentCenter/View/28341/M2-Community-amenities-presentation\\_6-8-21-DRAFT?bidId=](https://www.menlopark.org/DocumentCenter/View/28341/M2-Community-amenities-presentation_6-8-21-DRAFT?bidId=)
  - *Minutes:* <https://menlopark.gov/files/sharedassets/public/agendas-and-minutes/city-council/2021-meetings/minutes/20210608-city-council-minutes.pdf>
- *6/22/2021 Consent Calendar: K3. Waive the second reading and adopt zoning Ordinance No. 1077 amendment associated with community amenities and bonus level development in the Office, Life Sciences and Residential Mixed Use zoning districts to establish an in-lieu fee payment for the provision of community amenities and authorize applicants to propose community amenities not on the community amenities list through negotiation of a development agreement.*
  - *Staff report:* <https://www.menlopark.org/DocumentCenter/View/28410/K3-20210622-CC-Community-amenity-in-lieu-fees-ord>
  - *Minutes:* <https://menlopark.org/AgendaCenter/ViewFile/Minutes/06222021-3633>

On **June 28, 2022**, the City Council received the Subcommittee's [Attachment A: DRAFT Community Amenities Proposal](#) as an information item to provide community members, advisory body members, City Councilmembers, and others with an opportunity to review it and provide feedback.

- *6/28/2022 Informational Item: H4. ConnectMenlo Community Amenities Ad Hoc Subcommittee update.*
  - *Staff report:* <https://menlopark.gov/files/sharedassets/public/agendas-and-minutes/city-council/2022-meetings/agendas/20220628-city-council-agenda-packet.pdf#page=340>
  - *Minutes:* <https://menlopark.gov/files/sharedassets/public/agendas-and-minutes/city-council/2022-meetings/minutes/20220628-city-council-minutes.pdf>

## Council Community Amenities Subcommittee – Background Information

On **October 6, 2022**, the Subcommittee held a District 1 Community Meeting that included a presentation and discussion of the proposed Community Amenities.

On **June 5, 2023**, the Planning Commission received the Zoning Ordinance Amendments and the Community Amenities Update, and approved the amendments.

- *6/5/2023 Public Hearing: F4. Zoning Ordinance Amendments and Community Amenities Update.*
  - *Staff report: <https://menlopark.gov/files/sharedassets/public/agendas-and-minutes/planning-commission/2023-meetings/agendas/20230605-planning-commission-agenda-packet.pdf#page=291>*
  - *Minutes: tba*

In addition to the foregoing public meetings, **since 2020**, the Subcommittee has met many times with residents, developers, and staff, in various contexts, to review and discuss the community amenities list and process.



**PLANNING COMMISSION RESOLUTION NO. 2023-29**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MENLO PARK RECOMMENDING CITY COUNCIL ADOPT AN ORDINANCE AMENDING SECTIONS 16.43.070, 16.44.070, AND 16.45.070 OF TITLE 16 (ZONING) OF THE MENLO PARK MUNICIPAL CODE AND ADOPT A RESOLUTION APPROVING AN UPDATE TO THE COMMUNITY AMENITIES LIST**

**WHEREAS**, Sections 16.43.070, 16.44.070, and 16.45.070 of Title 16 of the Menlo Park Municipal Code permit applicants for a development project to seek an increase in the floor area ratio, density, and/or height (“bonus level development”) subject to obtaining a use permit or conditional development permit and providing certain community amenities; and

**WHEREAS**, Sections 16.43.070, 16.44.070, and 16.45.070 of Title 16 of the Menlo Park Municipal Code set forth the community amenities required for bonus level development; and

**WHEREAS**, An applicant that applies for bonus level development may choose the form in which they provide the community amenity; and

**WHEREAS**, The City desires to amend sections 16.43.070, 16.44.070, and 16.45.070, attached hereto as Exhibit A, in order to specify that the date of value shall be within 90 days of the date of appraisal but no earlier than the date of application and that the City Council will adopt instructions and regulations outlining the appraisal review process; and

**WHEREAS**, The City further desires to update the previously adopted community amenities list, attached hereto as Exhibit B, to reflect current community values; and

**WHEREAS**, The current community amenity list was developed through an extensive public outreach and input process and reflected the community’s priority of benefits within the Bayfront Area at the time of adoption; and

**WHEREAS**, The City Council appointed an ad hoc subcommittee to develop an updated community amenity list that reflects current community values; and

**WHEREAS**, The City Council subcommittee developed the proposed updated community amenity list in Exhibit B; and

**WHEREAS**, The proposed ordinance amendments and update to the community amenities list are 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 the ordinance amendments or the update to the community amenities list may have a significant effect on the environment,

and pursuant to CEQA Guidelines section 15183 (consistent with the general plan and zoning);” and

**WHEREAS**, Further development projects proposed at the bonus level and any proposed physical community amenities would be evaluated for consistency with the ConnectMenlo Program Level Environmental Impact Report (EIR) and the Housing Element Subsequent EIR (SEIR), as applicable, and the City, as the lead agency, would undertake the required level of environmental analysis for each individual project; and

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

**WHEREAS**, at a duly and properly noticed public hearing held on June 5, 2023, the Planning Commission fully reviewed, considered, and evaluated the whole of the record including all public and written comments, pertinent information, documents, the ordinance, and updated community amenities list, prior to recommending action regarding the proposed ordinance and community amenities list update.

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

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

**Section 2. Findings and Recommendation on Ordinance Amendment.** The Planning Commission of the City of Menlo Park does hereby make the following findings and recommendation regarding the amendments to Title 16 of the Menlo Park Municipal Code:

1. That the proposed ordinance amendment are statutorily exempt from the provisions of the California Environmental Quality Act ("CEQA"), pursuant to Section 15061(b)(3) and section 15183.
2. That the proposed ordinance is in compliance with the City of Menlo Park General Plan.
3. That the proposed ordinance includes clarifications to the bonus level development appraisal process intended to provide objective requirements.
4. The proposed ordinance is intended to ensure that bonus level development provides community amenities equivalent to 50 percent of the value of the bonus level development.

Having fully reviewed, considered, and evaluated all the testimony and evidence submitted in this matter, the Planning Commission recommends that the City Council vote to adopt an ordinance amending sections 16.43.070, 16.44.070, and 16.45.070 of Title 16 of the Menlo

Park Municipal Code. Further, the Planning Commission recommends that the City Council vote to adopt a resolution approving the updated community amenities list.

**Section 3. SEVERABILITY**

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

I, Corinna Sandmeier, Principal Planner and Planning Commission Liaison of the City of Menlo Park, do hereby certify that the above and foregoing Planning Commission Resolution was duly and regularly passed and adopted at a meeting by said Planning Commission on June 5, 2023, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS THEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this 5<sup>th</sup> day of June, 2023

---

Corinna Sandmeier  
Principal Planner and Planning Commission Liaison  
City of Menlo Park

Exhibits

- A. Draft ordinance amending Sections 16.43.070, 16.44.070, and 16.45.070 of Title 16 of the Menlo Park Municipal Code

L1-PRESENTATION



# COMMUNITY AMENITIES ORDINANCE AND COMMUNITY AMENITIES LIST UPDATE

City Council Meeting July 11, 2023

Staff Presentation

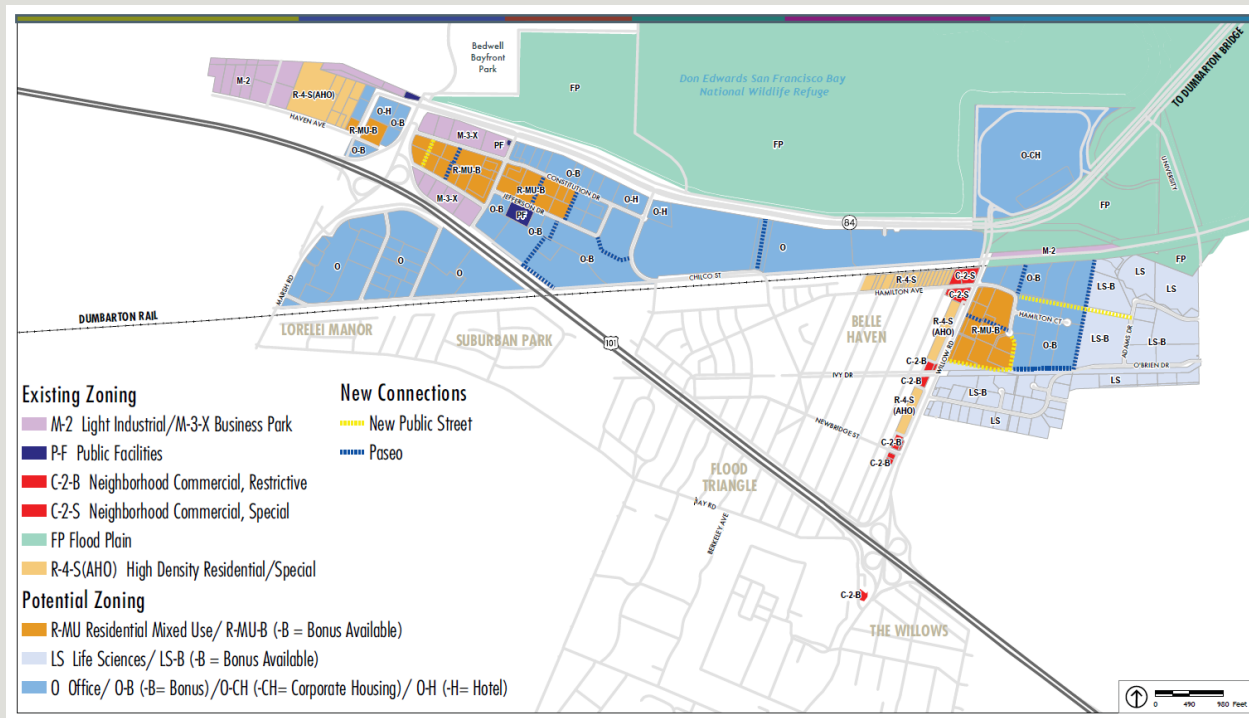
## AGENDA

- 1) Background on community amenities
- 2) Recommended process updates
  - Ordinance amendments
  - Community amenities list
- 3) Planning Commission recommendation
  - Recommended Council introduce ordinance amendments
  - No recommendation on the community amenities list
- 4) City Council recommended actions
  - Introduce an ordinance amending Title 16 of the Municipal Code
  - Adopt a resolution approving updated community amenities list
- 5) Next steps

## COMMUNITY AMENITIES BACKGROUND

- ConnectMenlo General Plan Update
  - Created new zoning districts in Bayfront Area
- Bonus level development
  - Increase in floor area ratio, density, and/or height
  - Permitted in exchange for provision of community amenities
  - Required amenity value is 50 percent of appraised value of bonus level development
- Community amenity requirement
  - On or off-site physical amenities
  - Payment of in-lieu payment

# BAYFRONT AREA ZONING



# COMMUNITY AMENITY PROCESS UPDATES

- October 2020 City Council created an ad hoc subcommittee
  - Review ConnectMenlo community amenities list
- April 2021 City Council held a study session and Council Subcommittee recommended the following:
  1. adopt a revised community amenities list,
  2. adopt an in-lieu payment,
  3. adopt a “gatekeeper” application process, and
  4. establish a community amenities working group.
- In-lieu payment adopted by City Council in June 2021 (Item 2)
- In June 2022 City Council subcommittee provided an update on the updated community amenity list (Item 1)



## ZONING ORDINANCE AMENDMENTS

- Amend Sections 16.43.070, 16.44.070, and 16.45.070
  - Consistent text amendments between Office, Life Sciences, and Residential, Mixed-use zoning districts
- Goal is to provide clarification on the following:
  - The date of value will be within 90 days of the date of the appraisal but in no case earlier than the application date;
  - The City Council will adopt regulations outlining the appraisal review process for determining the final appraised value; and
  - Confirm that the final appraised value will use the same date of value as the applicant's appraisal to ensure consistency
- Proposed ordinance amendments are included in Attachment A

## UPDATED COMMUNITY AMENITIES LIST

- City Council subcommittee developed updated draft community amenities list
  - List was forwarded to City Council in June 2022 as an update
  - Amenities required to be provided in Bayfront Area between US 101 and the SF Bay
  - Updated community amenities list fulfills Item 1 from April 2021 study session
- Proposed updated community amenity list includes the following topic areas:
  - Carbon-free transit and enhanced transportation
  - Community-serving retail
  - Energy, technology, utilities, and community infrastructure in the Belle Haven neighborhood
  - Enhanced quality of life
- Proposed updated list included in Attachment B

# PLANNING COMMISSION RECOMMENDATION

- Recommended the City Council:
  - Introduce an ordinance amending sections 16.43.070, 16.44.070, and 16.45.070 of Title 16 of the Menlo Park Municipal Code
  - Commission did not provide a recommendation on the proposed updated community amenities list

## CITY COUNCIL ACTIONS

- 1) Introduce and waive first reading of ordinance amending sections 16.43.070, 16.44.070, and 16.45.070 of Title 16 of the Menlo Park Municipal Code (Attachment A)
  - Clarify the process for determining appraised value of bonus level developments and requirement community amenities in O (Office), L-S (Life Sciences), and R-MU (Residential, Mixed-use) zoning districts
- 2) Adopt a resolution updating the previously adopted community amenities list (Attachment B)
  - List to be used for bonus level development projects.
  - City would use the list when pursuing projects with money from the Community Amenities Fund
  - Updated list would not apply to housing development projects already submitted under Senate Bill 330
  - Consider providing clarification to staff on restaurant uses in the proposed list

## NEXT STEPS

- 1) Adopt ordinance (second reading)
  - Waive full reading and adopt the ordinance
  - Tentatively scheduled for August 2023
- 2) Consider revisions to the appraisal instructions
  - Tentatively scheduled for August 2023
- 3) Review community amenity implementing regulations
  - Update appraisal review process
  - Create screening process
  - Tentatively scheduled for August 2023



**THANK YOU**



## STAFF REPORT

**City Council**  
**Meeting Date:** 7/11/2023  
**Staff Report Number:** 23-167-CC

**Regular Business:** **Waive the first reading and introduce an ordinance requiring safe storage of firearms in residences**

### Recommendation

Staff recommends that the City Council waive the first reading and introduce an ordinance adding Chapter 8.33 [Storage of Firearms] to Title 8 [Peace, Safety and Morals], of the Menlo Park Municipal Code to require the safe storage of firearms in a residence and amending Chapter 1.12 to make Chapter 8.33 violations an infraction (Attachment A).

### Policy Issues

This ordinance is being brought forward pursuant to City Council direction.

### Background

On Jan. 14, 2020, upon then Vice Mayor Combs suggestion, the City Council directed the city attorney to bring forward an ordinance requiring the safe storage of firearms in residences. For ease of enforcement, the attached ordinance is modeled after the County of San Mateo's safe storage ordinance. The ordinance contains both criminal and civil penalties for violation.

The County of San Mateo (County) has developed a uniform ordinance for addressing concerns of safe storage of firearms. The County adopted this ordinance in February 2019 but it only applies to homes located in the unincorporated County. The County is encouraging all San Mateo County cities to adopt similar ordinances.

### Analysis

Applying trigger locks or using lock boxes when storing firearms in the home reduces the risk of firearm injury and death. Keeping a firearm locked when it is not being carried ensures that it cannot be accessed and used by others without the owner's knowledge or permission. This simple measure significantly decreases the risk that the gun will be used to commit suicide, homicide or inflict injury, whether intentionally or unintentionally. Safe storage measures have a demonstrated protective effect in homes with children and teenagers where guns are stored.

The ordinance requires that no person shall keep a firearm in any residence unless the firearm is stored in a locked container or is disabled with a trigger lock. The ordinance contains an exception for firearms carried on a person inside the house.

A violation of the ordinance would be subject to enforcement through criminal prosecution and/or civil penalties.

The County's safe storage ordinance is consistent with, and builds upon, existing state law, which requires that safety devices such as safes or trigger locks accompany any firearms that are purchased or transferred by a licensed dealer. The County ordinance goes further than state law by requiring gun owners to actually use those safety devices when storing a firearm at home. The ordinance fills an important gap in existing law.

The San Mateo County Board of Supervisors has requested that all 20 cities in San Mateo County adopt an ordinance identical to the attached to allow for a uniform gun storage policy throughout the County. The board of supervisors has a successful record of developing ordinances that are then adopted by cities throughout the County (e.g., plastic bag ban, anti-smoking measures, etc.).

At least 14 other California jurisdictions have adopted similar safe storage ordinances, including Sunnyvale, Santa Cruz, Saratoga, San Jose, Oakland and San Francisco.

### **Impact on City Resources**

There is no impact on City resources.

### **Environmental Review**

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

### **Public Notice**

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

### **Attachments**

A. Proposed safe storage of firearms ordinance

Report prepared by:  
Dave Norris, Chief of Police

Report reviewed by:  
Mariam Sleiman, Assistant City Attorney



## ORDINANCE NO. XXXX

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MENLO PARK TO ADD CHAPTER 8.33 [STORAGE OF FIREARMS TO TITLE 8 [PEACE, SAFETY AND MORALS], OF THE MENLO PARK MUNICIPAL CODE TO REQUIRE THE SAFE STORAGE OF FIREARMS IN A RESIDENCE AND AMENDING CHAPTER 1.12 TO ADD CHAPTER 8.33 VIOLATIONS AS INFRACTIONS**

WHEREAS, the City of Menlo Park ("City") does not presently regulate firearm storage within residential locations; and

WHEREAS, firearm injuries have significant adverse public health and safety impact nationally, regionally, and locally in that firearms increase an individual's risk of death by homicide and burden hospitals with gun violence injuries; and

WHEREAS, improperly stored firearms may result in accidental firearm injuries and/or deaths, particularly in homes with children and a firearm stored while loaded or unloaded increases the risk of an accidental shooting, and has been associated with higher risks of suicide; and

WHEREAS, utilizing gun locks or lock boxes when storing firearms in the home reduces the risk of firearm injury, death, and firearm theft; and

WHEREAS, keeping a firearm locked when it is not being carried ensures that it cannot be accessed or used by others without the owner's knowledge or permission, decreasing the risk that the gun will be used to commit suicide, homicide, or inflict injury, whether intentionally or unintentionally; and

WHEREAS the International Association of Chiefs of Police and the American Academy of Pediatrics recommend the safe storage of firearms; and

WHEREAS, requiring stored, unsupervised firearms to be secured with gun locks for in a locked container does not substantially burden the right or ability to use firearms for self-defense in the home; and

WHEREAS, the City Council finds that requiring safe storage of firearms would constitute a sensible safety regulation and would not be unduly burdensome for firearm owners.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MENLO PARK DO ORDAIN AS FOLLOWS:

**Section 1.**     Findings

The City Council of the City of Menlo Park does hereby find that the above referenced recitals are true and correct and material to the adoption of this Ordinance.

**Section 2.**     Adding Chapter 8.33 Storage of Firearms to the Menlo Park Municipal

Chapter 8.33 Storage of Firearms, is hereby added to Chapter Title 8 of the Menlo Park Municipal Code to read in its entirety as shown on Exhibit A, attached hereto and incorporated herein by reference.

**Section 3.**     Amendment of Code

Section 1.12.010(b) (Penalty for Violations – Infraction) of Chapter 1.12 (General Penalty) of

Title 1 (General Provisions) is hereby amended to read as follows (additions in underline, deletions in ~~strikethrough~~)

### **1.12.010 Penalty for violations**

It is unlawful for any person to violate any provision or to fail to comply with any of the requirements of this code.

- (a) Misdemeanor. Except as otherwise provided by this code or state law, any person violating any of the provisions or failing to comply with any of the mandatory requirements of this code is guilty of a misdemeanor. Unless a different penalty is provided by this code, any person convicted of a misdemeanor shall be punishable by a fine of not more than one thousand dollars or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.
- (b) Infraction. This code provides that violations of Sections 7.04.020, 7.04.030 and 7.04.040 of Chapter 7.04 Garbage and Rubbish Disposal\*\*\*; Chapter 7.30 Smoking, Regulated or Prohibited; 8.06 Noise; 8.07 Leaf Blowers; 8.20 Storage in Yards; Section 8.28.130 of Chapter 8.28, Parks and Recreation; 8.33 [Storage of Firearms]; 8.40 Open Containers; 8.44 Signs—Public Property/Elections; 11.60 Abandoned, Wrecked, Dismantled or Inoperative Vehicles; 11.62 Repair of Vehicles; and 16.92 Signs—Outdoor Advertising; and Title 9 Animals, except as specifically stated in such Title, are infractions. Unless a different penalty is provided by this code, any person convicted of an infraction for a violation of this code shall be punished upon a first conviction by a fine not exceeding fifty dollars, for a second conviction for the violation of the same section of this code within a period of one year from the date of the first violation by a fine not exceeding two hundred dollars, and for a third conviction for the violation of the same section of this code within a period of one year from the date of the first violation by a fine not exceeding five hundred dollars. Any violation of a section of this code in excess of three violations of the same section within a period of one year from the date of the first violation, shall be a misdemeanor.
- (c) Separate Offense. Each person is guilty of a separate offense for each and every day during any portion of which any violation of any provision of this code is committed, continued or permitted by such person and shall be punished accordingly.
- (d) Public Nuisance. In addition to the penalties hereinabove provided, any condition caused or permitted to exist in violation of any of the provisions of this code is a public nuisance and may be summarily abated as such by the city. Each day that such condition continues shall be regarded as a new and separate offense

#### **Section 4. Environmental Review**

The City Council finds and determines that this Ordinance, which regulates the safe storage of firearms, is not subject to the provisions of the California Environmental Quality Act ("CEQA") because it is not a project, since it will not have a direct or reasonably foreseeable indirect impact on the environment.

#### **Section 5. Severability**

If any section, subsection, sentence, clause or phrase or word of this Ordinance is for any reason held to be unconstitutional, unlawful, or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

#### **Section 6. Effective Date**

This Ordinance shall take effect thirty (30) days after passage by the City Council.

**Section 7.**    Publication

The City Clerk is directed to publish this Ordinance as required by State law.

INTRODUCED on the eleventh day of July, 2023.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

\_\_\_\_\_  
Jen Wolosin, Mayor

ATTEST:

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

Exhibits:

A. Chapter 8.33 Storage of Firearms

**Sections:**

- 8.33.010 Definitions.**  
**8.33.020 Safe storage of firearms in a residence required.**  
**8.33.030 Penalty.**

**8.33.010 Definitions.**

- (a) "Firearm" shall mean any gun, rifle, pistol, or any other firearm as defined in California Penal Code, Section 16520, as amended from time to time
- (b) "Locked Container" shall mean a locked container as defined in California Penal Code Section 16850, as amended from time to time, and is listed on the California Department of Justice Bureau of Firearms roster of approved firearm safety devices. It shall not include a bag or other container made of fabric or other penetrable material such as, but not limited to, a regular purse, backpack or gym bag
- (c) "Residence" shall mean any structure intended or used for human habitation, including but not limited to houses, apartments, condominiums, rooms, in-law units, accessory dwelling units, motels, hotels, single-room occupancy units (SROs), time-shares, mobile homes, and recreational and other vehicles where human habitation occurs.
- (d) "Trigger Lock" shall mean a trigger lock that is listed on the California Department of Justice's roster of approved firearms safety devices and that is identified as appropriate for that firearm by reference to either the manufacturer and model of the firearm or to the physical characteristics of the firearm that match those listed on the roster for use with the device under Penal Code Section 23635

**8.33.020 Safe storage of firearms in a residence required.**

- (a) Except when carried on the person, no person shall keep a Firearm in any Residence unless the Firearm is stored in a Locked Container or is disabled with a Trigger Lock
- (b) To encourage reporting of lost or stolen Firearms, a person who complies with California Penal Code Section 25250 by reporting the loss or theft of a Firearm they own or possess to a local law enforcement agency within five days from the time they knew or reasonably should have known the Firearm had been lost or stolen shall not be prosecuted for violation of subsection (a)
- (c) It is not the intention of this chapter to regulate any conduct if the regulation of such conduct has been preempted by state or federal law.

**8.33.030 Penalty.**

A violation of this section shall be an infraction and/or subject to civil penalties as set forth below:

- (a) Violation an infraction. A person who violates this chapter shall be guilty of an infraction
- (b) Civil Penalties. The City may assess escalating administrative penalties in accordance with the amount set forth in the Administrative Fine Schedule adopted by City Council resolution
- (c) Each day of each violation shall be deemed a distinct and separate offense



# SAFE STORAGE FIREARMS ORDINANCE

T.J. Moffett, Commander



## BACKGROUND



- January 2020 – Council directed city attorney to bring forward an ordinance requiring the safe storage of firearms in residences
- The County of San Mateo has developed a uniform ordinance adopted in 2019 for unincorporated areas and is encouraging all cities within the county to adopt similar ordinances



## ANALYSIS



- The proposed ordinance builds on existing state law, which requires that safety devices such as safes or trigger locks accompany any firearms that are purchased or transferred by a license dealer
- Several California jurisdictions have adopted similar safe storage ordinances. Locally, this includes: South SF, Daly City, Redwood City, San Carlos, Foster City, Burlingame, Millbrae, Hillsborough, and Palo Alto



## RECOMMENDATION



- MPPD requests that council waive the first reading and introduce an ordinance requiring safe storage of firearms in residences





**THANK YOU**



**STAFF REPORT – AMENDED**

**City Council**

**Meeting Date:** 7/11/2023

**Staff Report Number:** 23-154-CC

**Regular Business:** **Adopt a resolution to ratify the successor agreement between the City of Menlo Park and the Service Employees International Union Local 521 expiring June 30, 2026**

**Recommendation**

Adopt a resolution to ratify the successor agreement between the City of Menlo Park and the Service Employees International Union Local 521 (SEIU) expiring June 30, 2026, and appropriate the additional funds in the fiscal year 2023-24 budget.

**Policy Issues**

City Council retains sole authority to enter into memoranda of understanding (MOUs) with recognized labor units. Negotiations related to MOUs are governed by the Meyers-Milias-Brown Act (MMBA), Government Code §3500. MMBA requires that local agencies meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of recognized collective bargaining units. MMBA further requires that the City fully consider proposals made by collective bargaining unit representatives before determining policy or course of action.

**Background**

The City Council held its initial hearing to receive public input before launching negotiations with SEIU April 4. After the public input hearing, City Council appointed Charles Sakai of Sloan Sakai Yeung & Wong LLP to serve as the City's chief negotiator. Mr. Sakai received direction to negotiate the successor MOU with SEIU, and both parties reached a tentative agreement June 22.

**Analysis**

Service to the community requires a skilled workforce that is committed to providing the level of customer service and responsiveness expected by the City Council, residents, businesses, and other community sectors in Menlo Park. SEIU is comprised of non-supervisory personnel across all city departments, often serving as the first point of contact with members of the public. SEIU represents 74 classifications with approximately ~~468~~ 152 budgeted full-time equivalents (FTEs) in SEIU in fiscal year 2023-24, and current staffing of 136 FTEs.

This report summarizes the tentative agreement negotiated in good faith with SEIU representatives. The adoption of the successor MOU ~~is pending ratification~~ was ratified by SEIU's membership on ~~or around~~ June 30. While the tentative agreement conforms to the authority provided to Mr. Sakai, the final action requires City Council ratification at a public meeting. The City Council's proposed fiscal year 2023-24 budget incorporates placeholder wage and benefit increases subject to negotiations, and ~~will~~ requires an

amendment to fully fund the provisions outlined in the tentative agreement.

Table 1 summarizes the tentative agreement terms with financial impacts. A redline version incorporating these terms into the current MOU ~~will be transmitted for City Council ratification at least 72 hours in advance of their July 11 meeting~~ is included as Attachment B.

Table 1: Tentative agreement items with financial impact to City		
Item	Description	Cost / (savings)
Term	The tentative agreement (TA) provides for a three-year term beginning with City Council ratification and ending June 30, 2023. Given that negotiation of a successor agreement is not required for fiscal years 2023-24 and 2024-25, the City is estimated to save approximately \$30,000 per year, which reflects legal costs and internal staff time required to support negotiations.	(\$60,000)
Pay rates – Overall wage adjustments	<p>The TA includes an across-the-board general salary increase (GSI) to all pay rates in this unit, as follows:</p> <ul style="list-style-type: none"> <li>• 1.5% effective the pay period following July 1, 2024</li> <li>• 3.5% effective the pay period following July 1, 2025</li> </ul> <p>These costs include the corresponding increase to other City-provided benefits that are tied to wages (i.e., life insurance, long-term disability insurance, accidental death and dismemberment insurance, Medicare and workers' compensation).</p>	<p>\$249,737</p> <p><u>\$575,095</u></p> <p>\$824,832</p>
Pay rates – Market-based adjustments	<p>Effective the first full pay period following the later of July 1, 2023, or the City Council's adoption of the MOU, the City shall increase the base pay for each benchmark classification with a total compensation of more than five percent (5%) below market median, as determined by the City's 2022 Total Compensation Survey ("Survey"), by the percentage the Survey determined the classification to be below market median. In addition, each non-surveyed classification that is tied to a benchmark classification will receive a base wage increase sufficient to maintain an appropriate differential between levels (and to correct internal discrepancies).</p> <p>Based on the survey and the internal salary alignments, the parties have agreed to the following market-based equity adjustments:</p> <ul style="list-style-type: none"> <li>• Communications dispatcher 6.77%</li> <li>• Communications training dispatcher 7.00%</li> <li>• Senior communications dispatcher 8.93%</li> </ul> <p>Market-based equity adjustments are independent of the GSI, and will be implemented in an additive (non-compounded) fashion.</p>	\$53,496
Lump sum payment	The TA provides a lump sum payment of \$2,000 per employee in this unit effective the pay period following ratification in 2023. This one-time payment is being provided in recognition of record inflation, the impacts of COVID, an increased staff vacancy rate resulting in higher workloads, and related difficulties in recruiting and retaining top talent.	\$272,000
Employee retirement cost share	The City and SEIU previously entered into a cost-sharing agreement whereby the City and employees ("members") shared increases in the CalPERS employer rate above a baseline rate of 14.597%. Over time,	The increased cost represents the cost of

Table 1: Tentative agreement items with financial impact to City		
Item	Description	Cost / (savings)
	<p>that rate has risen so that employees have been paying 6.67% of the City’s contribution (“Member-Paid City Contribution”) as of July 1, 2022. The TA includes the following adjustments to the employee</p> <ul style="list-style-type: none"> <li>• Freeze the Member-Paid City Contribution at 6.67% as of June 30,</li> <li>• Effective July 2, 2023, the Member-Paid Employer Contribution will be reduced to 2.67% (a 4% reduction).</li> <li>• Effective the first full pay period following July 1, 2024, the Member-Paid Employer Contribution will be reduced to zero (a 2.67% reduction).</li> </ul>	<p>increasing the City’s contribution to the full CalPERS employer rate.</p> <p>\$551,608</p> <p><u>\$366,770</u></p> <p><u>\$918,378</u></p>
Flexible benefits plan contribution	<p>The TA includes an across the board increase in flexible benefits plan contribution based on the annual Consumer Price Index (CPI) for the San Francisco Bay Area:</p> <ul style="list-style-type: none"> <li>• 2024 CPI increase between 2-4%</li> <li>• 2025 CPI increase between 2-4%</li> <li>• 2026 CPI increase between 2-4%</li> </ul>	<p>\$138,684</p> <p>\$144,231</p> <p><u>\$150,000</u></p> <p><u>\$432,914</u></p> <p>The adopted fiscal year 23-24 budget includes this CPI adjustment.</p>
	<p>The TA includes the addition of an eight-hour “Day of Reflection in recognition of holidays of individual and community importance, including Juneteenth, Cesar Chavez Day and Indigenous People’s Day” as a Floating Holiday to be scheduled like other discretionary leave hours (e.g., vacation time). The Day of Reflection has no cash</p>	<p>No direct costs. Indirect costs related to reduced productivity and availability to the public.</p>
Call back pay	<p>Call back pay is provided when an employee is required to report to their normal work location on a day when they have not been scheduled, or to return to work after completing their regular workday and leaving the worksite. The TA provides for an increase in the minimum compensation for call back pay from two hours to three hours, paid at one and one-half times their regular rate of pay.</p>	<p>Estimated \$76,781 per year.*</p>
	<p>Standby pay is provided when an employee is placed on standby outside of their regular work shift. Employees required to perform standby pay will be compensated two hours of the base rate of pay for each weekday and three hours of the base rate of pay for each weekend day or holiday. This replaces the flat rate of \$3.25 per hour</p>	<p>Estimated \$151,080 per year.*</p>

Table 1: Tentative agreement items with financial impact to City		
Item	Description	Cost / (savings)
Allowance – Safety shoes	<p>The TA includes adjustments to the existing safety shoe allowance:</p> <p>a. Employees required to wear safety shoes/boots will be reimbursed up to \$400 per year. This represents an increase of \$115 for non-public works tree crew employees and \$60 for Public Works tree crew employees. The same allowance will apply to all eligible employees going forward.</p> <p>b. The City will evaluate the potential for a voucher system to replace the current reimbursement system.</p>	Approximately \$4,576 per year.
	<p>The TA includes adjustments to the existing uniform allowance for police department personnel as follows:</p> <p>a. Communications and records personnel shall be paid an annual uniform allowance of eight hundred dollars (\$800) to be used for the purchase and maintenance of uniforms. This represents an</p> <p>b. Community service officers, code enforcement officers, parking enforcement officers and the property and court specialist shall be paid an annual uniform allowance of one thousand and forty dollars (\$1,040.00) to be used for the purchase and maintenance of uniforms. This represents an increase of \$440.</p> <p>c. The uniform allowance is paid pro-rata on a biweekly basis.</p> <p>d. The City will provide rain gear for community service officers and parking enforcement officers whose work is primarily outdoors, in addition to the existing uniform jackets.</p>	Approximately \$4,640 per year.
Allowance - Tools	The TA includes an adjustment to the existing tool allowance for equipment mechanics in the maintenance division, who are required to provide their own tools and equipment, to be reimbursed up to \$1,600 per fiscal year. This represents an increase of \$200 per year.	\$200 per year.
	The TA allows employees to take up to two additional days off per instance of bereavement for eligible family members using the employee’s eligible leave banks. This is being updated to comply with	No-cost item.
Union security language	The TA updates the agency shop language to be in compliance with State law following the U.S. Supreme Court Decision in Janus v. American Federation of State, County, and Municipal Employees Local 829 (AFSCME).	No-cost item.
MOU language clean-up	The parties agree to clean-up additional language in the MOU for added clarity and standardization.	No-cost item.
<b>Total</b>	<b>Year 1</b>	<b>\$1,248,193</b>
	<b>Year 2, incremental</b>	<b>\$996,489</b>
	<b>Year 3, incremental</b>	<b><u>\$968,768</u></b>
	<b>Three-year contract term total</b>	<b>\$3,213,450</b>

\*Call back pay and standby pay vary each year and are not budgeted for separately in the fiscal year 2023-24 budget. Any expenses incurred have historically been covered by vacancy savings, or could be brought forward at a mid-year budget amendment, if needed.

The TA provides three years of stability and known increases for SEIU represented classifications across all areas of wages and benefits. The economic package outlined above balances the need for fiscal sustainability with the goal of recruiting and retaining top talent in service to the community. One measure of fiscal sustainability is the relationship between the TA's economic package and inflation as measured by the Consumers Price Index, All Urban Consumers (CPI-U), for the San Francisco area. The San Francisco Area CPI as of April 2023 showed an increase of 4.2% as compared to April 2022. Another measure of fiscal sustainability is the relationship between the TA and the amounts budgeted in the fiscal year 2023-24 budget and general fund five-year forecast. These items include 3% placeholder wage increases and 4% increases to benefit costs, taking into consideration increasing costs for employee pension and inflationary assumptions for non-salary items.

The terms of the successor agreement are an important component of recruiting and retaining quality employees. Competition for top talent is significant. Providing a compensation package that maintains the City's market position and provides incentive for promoting within the City supports retention of our highly qualified and experienced staff.

### **Impact on City Resources**

The average annual cost of this three-year agreement is approximately \$1,071,150. The City Council's proposed fiscal year 2023-24 budget incorporates placeholder wage and benefit increases subject to negotiations. Staff is requesting an additional appropriation of \$425,274 to fully fund the terms of the successor MOU for fiscal year 2023-24.

### **Environmental Review**

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

### **Public Notice**

Public notification was achieved by posting the report 15 days prior to the City Council meeting of July 11.

### **Attachments**

- A. Resolution to adopt the successor MOU with SEIU (July 11, 2023 – June 30, 2026) with Exhibit A
- B. Proposed MOU amendments (red-lined)

Report prepared by:  
Brittany Mello, Administrative Services Director  
Marvin Davis, Interim Finance Director

**RESOLUTION NO. XXXX**

**RE RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
APPROVING AND ADOPTING THE COMPREHENSIVE MEMORANDUM OF  
UNDERSTANDING WITH SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 521 WITH A TERM OF JULY 11, 2023 THROUGH JUNE 30, 2026**

WHEREAS, the City of Menlo Park received a report on expiring labor agreements on April 4, 2023 in accordance with City Council’s policy on Public Input and Outreach Regarding Labor Negotiations; and

WHEREAS, the Memorandum of Understanding (“MOU”) between the City of Menlo Park (“City”) and the Service Employees International Union Local 521 (“SEIU”) expires on June 30, 2023; and

WHEREAS, Negotiators for the City and SEIU began the meet and confer process on April 6, 2023, and met nine times before reaching tentative agreement (TA) on a successor MOU on June 22, 2023; and

WHEREAS, City and the SEIU have met and conferred in good faith and have agreed to the attached comprehensive successor MOU (Exhibit A); and

WHEREAS, the terms of the successor MOU make changes to the wages, a one-time lump sum payment in 2023, the CalPERS employee cost sharing agreement, flexible benefit plan contributions, a floating holiday, call back and standby pays, and various allowances, and has a term July 11, 2023 through June 30, 2026; and

WHEREAS, SEIU membership ratified the TA set forth in Exhibit A on ~~or around~~ June 30, 2023; and

NOW, THEREFORE, BE IT RESOLVED, by the Menlo Park City Council that:

1. City ratifies the TA with SEIU for a successor MOU with a term of July 11, 2023 through June 30, 2026, as set forth in Exhibit A attached and incorporated by reference; and
2. City Council authorizes necessary appropriations in the fiscal year 2023-24 budget for all additional costs related to implementation of the successor MOU; and
3. City Council authorizes the city manager to execute the successor MOU; and
4. City Manager may approve formatting edits to the successor MOU.

//

//

//

//

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 eleventh day of July, 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 July, 2023.

---

Judi A. Herren, City Clerk

Exhibits:

A. Comprehensive successor MOU



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**LOCAL 521**

**SERVICE EMPLOYEES INTERNATIONAL UNION,**

**CTW, CLC**

**AND**

**THE CITY OF MENLO PARK**



**July 11, 2023 – June 30, 2026**

TABLE OF CONTENTS

	Page
PREAMBLE .....	1
ARTICLE 1: RECOGNITION .....	1
ARTICLE 2: UNION SECURITY .....	2
ARTICLE 3: REPRESENTATION.....	4
ARTICLE 4: DEFINITIONS.....	4
ARTICLE 5: LAYOFF AND RE-EMPLOYMENT .....	5
ARTICLE 6: PERSONNEL ACTIONS .....	8
6.1: Probation .....	8
6.2: Performance Evaluation .....	10
6.3: Performance Improvement Plans .....	10
6.4: Personnel Files .....	11
6.5: Promotional Opportunities .....	12
6.6: Reclassification .....	12
6.7: Flexible Staffing.....	13
ARTICLE 7: PAY RATES AND PRACTICES.....	14
7.1: Overall Wage Adjustments .....	14
7.2: Step Increases.....	15
7.3: Application of Rates.....	15
7.4: Effect of Promotion, Demotion or Transfer on Salaries .....	16
7.5: Bilingual Differential .....	16
7.6: Call Back Pay .....	17
7.7: Standby Pay.....	17
7.8: Rest Period Following Emergency Work .....	17
7.9: Working Out of Classification .....	18
7.10: Night and Weekend Differential .....	18
7.11: Court Appearances .....	19
ARTICLE 8: HOURS AND OVERTIME.....	19
ARTICLE 9: UNIFORMS.....	21
ARTICLE 10: HOLIDAYS .....	23
ARTICLE 11: VACATIONS .....	27
ARTICLE 12: LEAVE PROVISIONS.....	28
12.1: Sick Leave.....	28
12.2: Long Term Disability.....	31
12.3: Personal Business Leave .....	31
12.4: Leave Without Pay .....	32
12.5: Jury Duty and Subpoenas.....	33
12.6: Military Leave.....	33
12.7: Bereavement Leave.....	33
12.8: Maternity and Parental Leave .....	34
12.9: Miscellaneous Leave Provisions .....	34
12.10: Educational Leave and Tuition Reimbursement .....	34
ARTICLE 13: BENEFIT PROGRAMS .....	35
ARTICLE 14: RETIREMENT .....	38
ARTICLE 15: GRIEVANCE PROCEDURE.....	39

ARTICLE 16: EFFECT ON EXISTING PRACTICES .....	44
ARTICLE 17: NONDISCRIMINATION.....	45
ARTICLE 18: MANAGEMENT RIGHTS .....	45
ARTICLE 19: CONCERTED ACTIVITIES.....	47
ARTICLE 20: SEPARABILITY .....	48
ARTICLE 21: DISCIPLINARY ACTION.....	48
ARTICLE 22: TRANSFER.....	49
ARTICLE 23: SAFETY .....	50
ARTICLE 24: CONTRACTING SERVICES .....	51
ARTICLE 25: TERM OF AGREEMENT.....	51
APPENDIX A: CLASSIFICATIONS .....	52
APPENDIX B: PAY RANGES .....	54
APPENDIX C: LABOR/MANAGEMENT COMMITTEE.....	56
APPENDIX D: VACATION CASHOUT POLICY AND PROCEDURES .....	58

## PREAMBLE

This Memorandum of Understanding is entered into by and between Service Employees' International Union, Local 521, CTW, CLC (hereinafter "Union") and the City of Menlo Park (hereinafter "City"). This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3510) and has been jointly prepared by the parties.

## ARTICLE 1: RECOGNITION

- 1.1 The Union is recognized as the exclusive representative for the classifications of City employees as listed in Appendix "A" to this Agreement. Nothing herein shall be construed to discriminate against any individual who chooses to exercise their right of self-representation under Section 3502 of the Government Code.
- 1.2 Each newly established job classification shall be assigned to an appropriate representation unit by the Human Resources Director, after consultation with recognized employee organizations, if they find that there is an appropriate unit to which such job classifications may be assigned. An employee organization may appeal in writing from such assignment to the Human Resources Director within thirty (30) calendar days of said determination. If the Union is unsatisfied with the results of said appeal, the Union may invoke impasse procedures in accordance with Government Code 3500.

In general the City shall adhere to objectives which require that the appropriate unit shall be the broadest feasible grouping of positions that share an identifiable community of interests. Factors to be considered may include:

- a. Similarity of the general kinds of work performed, types of qualifications required and the general working conditions.
- b. History of representation in the City and similar environment.
- c. Consistency with the organizational patterns of the City of Menlo Park.
- d. Number of employees and classifications, and the effect on the administration of employer-employee relations created by the fragmentation of classifications and proliferation of units.
- e. Effect on the classification structure and impact on the stability of employer-employee relationship of dividing single or related classifications among two or more units.

## ARTICLE 2: UNION SECURITY

### 2.1 Agency Shop

2.1.1 Duty of Fair Representation. The Union, as the exclusive representative, has the duty to provide fair and non-discriminatory representation to all employees covered by this Memorandum of Understanding, regardless of whether they are members of the Union.

2.1.2 Union Dues/Voluntary Deduction: A Bargaining Unit employee may at any time execute a payroll deduction authorization form (“Deduction Authorization Form”) (including any Union dues, COPE contributions, or other deductions permitted by law) as furnished by the Union.

2.1.3 The Union will be custodian of records for such Deduction Authorization Form (“Authorization”) and will provide the City with a Certification that it has and will maintain an Authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made. The Union shall not be required to provide the City a copy of the Authorization unless a dispute arises about the existence or terms of the Authorization. However, the Union will provide the City with adequate information in the Certification document for each employee to allow the City to identify the appropriate level of deductions.

The City shall begin deductions in the amount prescribed by the Union in the first full payroll period after receipt of written Certification. The City shall transmit such payment to the Union through electronic funds transfer no later than thirty (30) days after the deduction from the employee’s earnings occurs.

2.1.4 The City shall direct employee requests to cancel or change deductions to the Union and shall rely on information provided by the Union regarding whether deductions were properly canceled or changed.

2.1.5 Each regular pay period, the City shall provide the Union with a list of the names, addresses, classifications, and membership status of all unit employees except those who file written notice with the Personnel Division objecting to the release of addresses, in which case information will be transmitted without address. Once a month, the City shall supply the Union with a list of representation unit new hires, terminations and retirements that occurred during the previous month.

2.1.6 Within 30 days of the date of hire, the City will provide the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer, and home address of each newly hired bargaining unit employee. However, if any employee files a written notice with the Personnel Division objecting to the release of home

phone, personal cell phone, personal e-mail address, or home address, the list will be provided without that information.

The City will provide the foregoing information for all bargaining unit employees every four (4) months.

- 2.1.7 The Union shall indemnify and hold the City, its officers and employees, harmless from any and all claims of any nature whatsoever, and against any claim or suit instituted against or involving the City arising from the execution of the City's obligations contained in this Article or from the use of the monies remitted to the Union, including the costs of defending against such actions or claims.

2.2 New Employee Orientation

On a monthly basis, the Department of Human Resources will provide a list of new employees hired into the SEIU bargaining unit. SEIU will be permitted thirty (30) minutes to make a presentation to these new employees. Human Resources will not attend the Union's presentation.

SEIU and Human Resources will coordinate a time for the monthly orientation. Human Resources will coordinate a meeting location for the Union Presentation and will notify new employees and supervisors of the time and location of the Union orientation. Employees will be provided thirty (30) minutes release time to attend the Union orientation. If an employee is unable to attend the Union orientation, they will be permitted release time to attend the next Union orientation meeting. However, employees will be provided no more than thirty (30) minutes of release time in total for the Union Orientation.

- 2.3 Except in cases of emergency, the Union shall be informed sufficiently in advance in writing by Management before any proposed changes not covered by this Memorandum of Understanding are made in benefits, working conditions, or other terms and conditions of employment which require the meet and confer or meet and consult process.

- 2.4 Bulletin Boards. The City shall furnish and maintain bulletin board space for use by the Union of a size and location mutually agreeable to the City and the Union. The bulletin board space provided shall be clearly identified as Union bulletin board space. The board may be used for the following subjects:

- (a) Information on Union elections, reports, newsletters and notices;
- (b) Reports of official business of the Union, including reports of committees or the governing boards thereof;
- (c) Scheduled membership benefits, programs and promotions;

- (d) Any other written material pertaining to the official business of the Union, the Santa Clara County or San Mateo County Central Labor Council or the Committee on Political Education (COPE).

### ARTICLE 3: REPRESENTATION

- 3.1 It is agreed that, as long as there is no disruption of work, five (5) Union representatives shall be allowed reasonable release time away from their work duties, without loss of pay, to act in representing a unit employee or employees on grievances or matters requiring representation. The Union shall designate the five (5) representatives under this section. The Union shall notify the City in writing of the names of the officers and representatives. Upon request, the City may approve release time for other bargaining unit members to represent a unit employee or employees under this Section. Only one (1) representative shall be entitled to release time under this section for any one (1) grievance or group of related grievances. Subject to the provisions of Section 3.2, release time shall be granted for the following types of activities:
  - 3.1.1 A meeting of the representative and an employee or employees in the unit related to a grievance.
  - 3.1.2 A meeting with Management
- 3.2 The Union agrees that the representative shall give advance notification to their supervisor before leaving the work location except in those cases involving emergencies where advance notice cannot be given. Release time is subject to the legitimate scheduling needs of the department.
- 3.3 Seven (7) Union representatives who are City employees, up to a maximum of two (2) employees from any department, shall be allowed a reasonable amount of time off without loss of pay for formal negotiation purposes. Preparation time for negotiations shall not be on release time without approval of the Human Resources Director. The Chapter Chair will not count towards the seven (7) total released employees or the maximum number of released employees from their department.
- 3.4 Nine (9) Union representatives, up to a maximum of two (2) employees from any department, shall be allocated up to one (1) hour per month time off without loss of pay for purposes of attending monthly Stewards' meetings. Employees shall normally be allowed to adjust their lunch period adjacent to this time.

### ARTICLE 4: DEFINITIONS

- 4.1 Definitions
  - 4.1.1 A "temporary" or "contract" employee is an employee employed for a definite

term of up to six months, although such temporary employee may be held over for up to three (3) additional months when the temporary employee is filling a vacancy created by leave without pay and the leave is extended beyond the initial fixed period.

A student intern may also be considered a temporary employee, provided they are not otherwise eligible for inclusion in the bargaining unit under the criteria listed in Article 1.

Recreation leaders and other recreation employees who commonly perform work at a level below a Recreation Supervisor may remain temporarily employed indefinitely. A temporary employee is not eligible for benefits provided in this agreement.

4.1.2 A “provisional” employee is an employee employed for a definite term of more than six (6) months, although such provisional employee may be held over beyond the initial term of employment as specified in Section 12.4.1. A provisional employee shall be employed and treated in all respects for the entire term of employment as a provisional employee, the same as a probationary employee.

4.1.3 A “probationary” employee is an employee who has not yet completed the probationary period, or any extension(s) thereof, as provided in this Agreement. A probationary employee is eligible for benefits provided in this Agreement, except as limited by Sections 6.1.5 and 6.1.8 of this Agreement.

4.1.4 A “permanent” employee is an employee who has satisfactorily completed the probationary period, or any extension(s) thereof. A permanent employee is eligible for benefits provided in this Agreement.

## ARTICLE 5: LAYOFF AND RE-EMPLOYMENT

### 5.1 Layoff

5.1.1 Whenever in the judgment of the City Council it becomes necessary in the interests of economy or because the position no longer exists, the City Council may abolish any position or employment in the competitive service, or may reduce the hours of any position. The decision to abolish a position or reduce the hours of any position shall not be subject to the grievance procedure contained in this Agreement.

5.1.2 It is agreed between the parties that attrition is the preferred method of accomplishing any necessary reduction in the work force.



5.1.3 If a permanent reduction of hours is proposed for a particular classified position, the incumbent has the right to exercise any and all of the rights set forth in this Article. The incumbent may also choose to be laid off and receive the benefits contained in this article.

## 5.2 Notification of Layoff

5.2.1 Employees being laid off shall be given written notice from the City's Personnel Officer at least forty-five (45) calendar days prior to the effective dates of layoff. The layoff notice shall contain a statement of the effective date of layoff, a statement of "bumping rights" including the specific positions into which the employee may bump, and a statement of re-employment rights. Notice of layoff shall be given by personal service and the employee shall sign an acknowledgment of personal service; or by certified mail, return receipt, postage prepaid. The Union shall receive concurrent notice of individual layoff notices.

5.2.2 Upon request, the Union shall be afforded an opportunity to meet with the City to discuss the circumstances requiring the layoff and any proposed alternatives.

## 5.3 Seniority

5.3.1. For the limited purposes of this Article 5, "length of service" means all hours in paid status including holiday, vacation, and paid leave, but does not include any hours compensated for overtime or standby, unpaid illness, unpaid industrial accident leave, or hours served as a temporary or contract employee in classifications other than the classification in which the employee is being laid off.

5.3.2 In the event an employee reverts to a previously held classification, seniority shall include all time accrued previously in the lower classification, as well as all time accrued in the higher classification.

5.3.3 No seniority credit shall be earned during periods of separation from service with the City, including suspension without pay as a result of disciplinary action.

## 5.4 Order of Layoff

5.4.1 All temporary employees in a particular classification will be laid off before any provisional, probationary or permanent employee in the classification.

5.4.2 All provisional employees in a particular classification will be laid off before any probationary or permanent employee in the classification.

5.4.3 All probationary employees in a particular classification will be laid off before any permanent employee in the classification.

## 5.5 Layoff Procedures

5.5.1 Except as otherwise provided, layoffs will be made in reverse order of seniority. The employees with the least time served in a classification shall be laid off first, with ensuing layoffs occurring in reverse order of length of service in the classification. If two employees have served the same time in the classification, then as between those two employees, the layoff will be based on total time of service with the City. If total time of service with the City is the same, then, as between those two employees, the layoff will be determined by a lottery.

## 5.6 Bumping Rights

5.6.1 A permanent employee who is designated for layoff, including an employee on probation following reclassification, transfer, or promotion from a permanent position, may elect, in lieu of layoff, to be reassigned to a position in a lateral or lower related classification within their department, or another department, provided that in order to displace the employee with less service the laid off employee must have held permanent status in the classification into which they are bumping.

5.6.2 When a senior employee chooses to bump into a position in a lateral or lower, related classification, said employee must accept the salary, hours, and working conditions of the position to which return is requested.

5.6.3 A bargaining unit employee requesting to bump into a classification as provided herein, must make such request to the Personnel Officer in writing within seven (7) calendar days of their receipt of written notice of layoff. Failure to comply with the deadline provided herein shall be deemed a waiver of the bumping rights provided in this Section 5.6.

5.6.4 Nothing herein shall preclude bumping between AFSCME and this bargaining unit.

## 5.7 Re-employment

5.7.1 The names of employees laid off shall be placed on a re-employment list in inverse order of seniority for a period of two (2) years from the date of layoff. The employee with the greatest seniority on the re-employment list shall be offered reinstatement when a vacancy occurs in a classification in which the employee held permanent status.

- 5.7.2 A laid off employee may refuse an offer of re-employment to a position for which they are qualified, however, refusal of two (2) offers of re-employment to the classification from which laid off shall automatically cause removal of the employee's name from the re-employment list and loss of any re-employment rights.
- 5.7.3 Any employee who accepts an offer of re-employment shall have their name removed from the re-employment list.
- 5.7.4 An employee who has been laid off and has been placed on a re-employment list shall be eligible, during the time the employee is on the re-employment list, to take promotional exams.
- 5.7.5 Offers of re-employment shall be made via the U.S. Mail Service, Certified Return Receipt, and shall include the specific position and/or hours being offered, the rate of pay, level of benefits, a current job description, a mechanism for acceptance or refusal of the offer of re-employment within the prescribed time limit, and a place for the laid off employee's signature. Failure to respond within ten (10) days from the date of service of offer of re-employment shall be deemed a refusal of that offer of re-employment.

The Union shall receive concurrent notice of each re-employment offer. Date of service is defined as the date marked on the certified mail return card, or the date the notice is returned by the postal service as undeliverable.

## 5.8 Miscellaneous Provisions

- 5.8.1 For the limited purpose of Article 5, permanent employees, including employees on probation following reclassification, re-employment, reinstatement, transfer, promotion, or demotion from a permanent position who are laid off shall be entitled to one (1) month severance pay and three (3) months of paid health insurance.
- 5.8.2 Employees appointed from a re-employment eligibility list shall have all rights accrued at the time of layoff restored including accrued sick leave, rate of vacation accrual and seniority, but excluding benefits to the extent compensation therefore has been received prior to re-employment. Severance pay, if any, shall not be repaid.

## ARTICLE 6: PERSONNEL ACTIONS

### 6.1 Probation

- 6.1.1 The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing the employee's work, for securing the

most effective adjustment of a new employee to a prospective position, and for rejecting any probationary employee whose performance is not satisfactory.

- 6.1.2 During the seventh pay period following employment, the employee shall receive a performance evaluation. Human Resources shall send a reminder notice of this deadline to the appropriate supervisor, with copies to the employee and City Manager.
- 6.1.3 All original appointments shall be subject to a probationary period of twelve (12) months for unit members. All promotional appointments shall be subject to a probationary period of six (6) months except for Police Department Communications Officers, who shall be subject to a probationary period of twelve (12) months. The Human Resources Director may, based upon the recommendation of the employee's supervisor, extend the probationary period not to exceed six (6) months if the employee marginally performed the necessary job functions and needs an additional six (6) months to bring performance to a satisfactory level. Total cumulative absences of two (2) weeks or more shall extend the review period by the corresponding duration of the absence.
- 6.1.4 At least one month prior to permanent appointment the City shall begin to review the work of the probationary employee to determine the following:
  - a. certify them for the position;  
or
  - b. extend the probation;  
or
  - c. reject them for the position.

The City shall take action on this determination by the last day of the probation period by notifying the employee in writing. If the notification is delayed by more than five working days following the last day of probation, the employee shall become permanent.

- 6.1.5 If the service of a probationary employee is unsatisfactory, the employee will be notified in writing that they have been rejected for the permanent position. Said notice shall contain the reasons for rejection. The Human Resources Director shall, upon request, afford an interview in a timely fashion to the terminated employee for discussion of the reasons for termination. The employee may, upon request, be accompanied by a Union representative. The interview shall not be deemed a hearing nor shall it obligate the City to reconsider or alter the termination action.
- 6.1.6 An employee deemed unsatisfactory for a position shall return to their prior classification and non-probationary status in that classification and to the pay step they would have had if not promoted, transferred or voluntarily demoted.

- 6.1.7 Departments may not shift job assignments as a reason in itself for placing an employee on probationary status.
- 6.1.8 The parties agree that probationary employees shall have the same rights as other employees under this Memorandum of Understanding, including full and complete access to the grievance procedure, except that employees who do not hold prior permanent status with the City shall have no right to review any disciplinary action or decision to unfavorably terminate the probation.

Employees who do hold prior permanent status shall have the right to appeal any disciplinary action, but not the decision to unfavorably terminate the probation.

- 6.1.9 A probationary period begins on the first day of work when the employee is selected to fill a permanent position.

## 6.2 Performance Evaluation

- 6.2.1 The City may, from time to time, develop reasonable guidelines that enable the supervisor to adequately evaluate the employee as to satisfactory job performance. Job performance reviews shall be conducted pursuant to regularly established and announced policies. The guidelines shall be in accordance with the job specifications for the position being reviewed.
- 6.2.2 Performance evaluations will be given to employees at least annually, but normally no more than twice a year, as scheduled by Management. Additional evaluations may be scheduled where there is documented evidence in preceding evaluations of the employee's inability to perform significant duties of the position. Management must complete performance evaluations by the date stated on the job performance form. After signing the evaluation to acknowledge receipt, the employee will have ten (10) working days in which to write a response. Signature of the evaluation will not constitute agreement with its contents.

Performance evaluations are not appealable through the grievance procedure but, in the event of disagreement over content, the employee may request a review of the evaluation with the next higher level of Management, in consultation with the Human Resources Director. For purposes of this review, the employee may be represented by the Union. Decisions regarding evaluation appeal shall be made in writing within ten (10) working days following the meeting.

## 6.3 Performance Improvement Plans

When the performance of an employee falls below minimum standards established for a position a performance improvement plan may be developed. The employee has the right to have a Union representative present during the development of the performance improvement plan. Performance improvement plans must describe in detail the areas of deficiency, and contain a reasonable plan for improvement.

When used, Performance Improvement Plans shall be an integral extension of the job performance review process, and shall not be used, by themselves, for disciplinary actions.

#### 6.4 Personnel Files

6.4.1 Human Resources shall maintain personnel records for each employee in the service of the City showing the name, title of position held, the department to which assigned, salary, changes in employment status, attendance records and such other information as may be considered pertinent. An employee is entitled to review their personnel file upon written request or may authorize, in writing, review by their Union representatives, with the exception of information obtained confidentially in response to reference inquiries. Upon written request by the employee, an employee or the Union shall be allowed copies of materials in an employee's personnel file relating to a grievance.

6.4.2 The City shall notify an employee of any adverse material placed in their personnel file if that material is or has not previously been reviewed with the employee. The employee shall have a reasonable time and opportunity to comment thereon.

6.4.3 In any disciplinary action the City may not rely upon any previous written warnings, notice of suspension or demotion, or written evaluation not contained in said file as justification for any personnel action which adversely affects the employee in question, but may rely on oral warnings not made a part of the file and issued within the preceding six (6) months. In the event an employee who has received written warnings or reprimands has completed twenty-four (24) months of work without further disciplinary action, their prior disciplinary record of similar instances, except for sustained findings of violations of the City's Anti-Harassment and Non-Discrimination Policy, shall no longer be relied upon in any determination which in any manner affects their employment status and shall be removed from the employee's personnel file upon request from the employee. In cases where an employee is suspended or demoted and such discipline is sustained, a record of such action shall be kept in the personnel file and any such documentation supporting such action shall be kept in a separate file in the Human Resources Department.

6.4.4 Personnel files of individual employees are confidential information and shall be used or exhibited only for administrative purposes or in connection with official proceedings before the City Council. The City will only release

information to creditors or other persons upon proper identification of the inquirer and acceptable reasons for the inquiry. Information then given from personnel files is limited to verification of employment, length of employment, any individual salary and benefit information, and any other information requested under the freedom of information act and deemed to be public information. Release of more specific information may be authorized in writing.

## 6.5 Promotional Opportunities

- 6.5.1 Promotional opportunities for classifications within the representation unit will be posted for at least ten (10) working days (Monday through Friday) prior to closing applications. Such postings shall include a description of the type of examination and screening process that will be used in filling the position. Any test given shall relate to the skills, knowledge, and abilities necessary to perform the job.
- 6.5.2 The top two (2) permanent bargaining unit members applying for promotional opportunities for classifications within the representation unit and who meet the minimum qualifications for the position will be interviewed regardless of the number of interviewees otherwise requested by the hiring department. When possible, the top two (2) permanent bargaining unit members applying for promotional opportunities outside of the representation unit and who meet the minimum qualifications for the position will be interviewed.
- 6.5.3 The City shall notify the employee applying for the promotion, in writing, of the City's decision to grant or deny the promotion upon request of the employee.

## 6.6 Reclassification

- 6.6.1 During the term of this Agreement, the City shall notify the employee concerned in case of contemplated change in job content as contained in the classification descriptions which were in effect at the beginning of the Agreement. The Union shall be notified in advance of any contemplated changes in classification descriptions and such changes shall be discussed with the Union, provided that the City shall have the final decision regarding job content. The Union shall be given a reasonable opportunity to meet and confer on the impact of any such changes on matters within the scope of representation.
- 6.6.2 Once each year, during the month of January, an employee may request in writing a re-evaluation of a Classification based on significant changes in job content or significant discrepancies between job content and the classification description. The request must contain justification. A statement by Management that a job re-evaluation request will be submitted with the

department budget does not relieve an employee from the responsibility of submitting their own request in a timely manner. If meetings are held, the employee may request representation by the Union. The City will process the request and issue a recommendation within ninety (90) days. The City shall not agree to a change in the appropriate pay level for a job description until the Union has received a copy of the proposed change and has been given the opportunity to meet and confer with the City. Reclassifications shall become effective after City Council approval of the budget, retroactive to the first pay period of the fiscal year. Human Resources shall notify the Union at least ten (10) days prior to recommending a reclassification. Upon request, the Human Resources Director will meet and confer with the Union to determine whether the employee shall be subject to a probationary period. In cases where there is a dispute regarding the recommendation of the Human Resources Director, the recommendation may be appealed to the City Manager, whose decision shall be final and not subject to the arbitration provisions of Article 15, Grievance Procedure.

- 6.6.3 In conducting classification studies, the compensation figure calculated for each City shall consist of the following components: base salary, employer paid employee contributions to the retirement system, and deferred compensation contributions made by the employer on behalf of the employee
- 6.6.4 The reclassification procedure shall not be used for the purpose of avoiding use of the promotion or demotion procedures.
- 6.6.5 Salary step placement upon reclassification shall be in accordance with Article 7.4.1 (Effect of Promotion on Salaries).

## 6.7 Flexible Staffing

- 6.7.1 The term “flexibly staffed” position refers to those specifically designated positions within a classification series containing an entry level (I or Assistant) classification and journey level (II or Associate) classification and which can be filled at either of those two levels.
- 6.7.2 The currently identified flexibly staffed positions are:

- Accountant I/II
- Accounting Assistant I/II/Senior
- Assistant / Associate / Senior Planner
- Assistant / Associate / Senior Transportation Planner
- Building Inspector I/II
- Construction Inspector I/II
- Communications Dispatcher/Senior
- Child Care Teacher I/II
- Engineering Technician I/II/Senior



Enterprise Applications Specialist I/II  
Equipment Mechanic/Senior  
Facilities Maintenance Technician I/II/Senior  
GIS Analyst I  
Information Technology Specialist I/II  
Junior / Assistant / Associate Engineer / Associate Civil or Transportation  
Engineer  
Management Analyst I  
Office Assistant/Senior  
Police Records Specialist/Senior  
Program Assistant/Senior  
Project Manager  
Librarian I/II  
Library Assistant I/II/III  
Maintenance Worker I/II/Senior  
Sustainability Specialist/Senior  
Water System Operator I/II/Senior

The City may post and fill the position at any level. After the City fills the position, promotion to the next level shall be considered after the most recent performance review reflects that acquired skills and experience have advanced to the next level. Additional levels may be available for advancement into other represented groups (i.e., AFSCME).

## ARTICLE 7: PAY RATES AND PRACTICES

### 7.1 Overall Wage Adjustments

#### 7.1.1 General Salary Increases

Effective the beginning of the first full pay period following July 1, 2024, the pay rates for employees in this representation unit shall be increased by an amount equal to one and one half percent (1.5%).

Effective the beginning of the first full pay period following July 1, 2025, the pay rates for employees in this representation unit shall be increased by an amount equal to three and one half percent (3.5%).

#### 7.1.2 Market-Based Equity Adjustments

Effective the first full pay period following the later of July 1, 2023 or the City Council's adoption of the MOU, the City shall increase the base pay for each benchmark classification with a total compensation of more than five percent (5%) below market median, as determined by the City's 2022 Total Compensation Survey ("Survey"), by the percentage the Survey determined the classification to be below market median. In addition, each non-surveyed classification that is tied to a benchmark classification will receive a base wage

increase sufficient to maintain an appropriate differential between levels (and to correct internal discrepancies).

Based on the survey and the internal salary alignments, the parties have agreed to the following market-based equity adjustments:

- Communications Dispatcher 6.77%
- Communications Training Dispatcher 7.00%
- Senior Communications Dispatcher 8.93%

Market-based equity adjustments are independent of the GSI, and will be implemented in an additive (non-compounded) fashion.

### 7.1.3 Lump Sum Payment

SEIU bargaining unit members who are employed as of the first pay period following City Council adoption of the resolution authorizing amendments to the MOU will receive a one-time lump sum payment of **\$2,000**. The Parties intend and understand that this lump sum payment is non-pensionable and will not be reported to CalPERS. The parties also agree that this payment is intended to be specific to the pay period in which it is paid and is to be considered part of the regular rate for this pay period only.

## 7.2 Step Increases

Merit advances from the first salary step and subsequent steps shall be granted at one (1) year intervals if the affected employee has demonstrated continued competent service. For the purpose of determining step time requirements, time will commence on the first day of the month coinciding with or following entrance onto a salary step. Step increases shall be effective on the first day of the payroll period in which the time requirements have been met.

## 7.3 Application of Rates

7.3.1 Employees occupying a position in the competitive service shall be paid a salary or wage within the range established for that position's class under the pay plan as provided. The minimum rate for the class shall normally apply to beginning employees. However, subject to the approval of the Personnel Officer, the department head may hire beginning employees who are especially qualified by their training or by their previous experience at any step in the range.

7.3.2 In the event that a newly hired employee is placed above Step A on the salary schedule due to recruitment problems, as opposed to the conditions in 7.3.1 above, incumbents in that classification who have been placed on a lower step of the salary schedule will be moved to the same step on the salary schedule as the newly hired employee, and all such employees will be allowed to move to the next step in six months.

#### 7.4 Effect of Promotion, Demotion or Transfer on Salaries

##### 7.4.1 Promotion

Upon promotion, an employee's salary shall be adjusted as follows:

7.4.1.1 If the first step in the salary range for the employee's new position is at least five percent (5%) greater than the employee's current salary range, the employee shall be moved to the first step of the new salary range.

7.4.1.2 If the first step in the salary range for the employee's new position is less than five percent (5%) greater than the employee's current salary range, the employee shall be moved to the step which would provide at least a five percent (5%) increase in salary.

7.4.1.3 If no step in the salary range for the new position would provide the employee with at least a five percent (5%) salary adjustment, the employee shall be moved to the top step of the new salary range.

##### 7.4.2 Demotion

Upon demotion of an employee with permanent status in their current class, their salary shall be adjusted to the highest step in the new class not exceeding the salary received in the former class.

##### 7.4.3 Transfer

Upon transfer, the salary shall remain unchanged.

#### 7.5 Bilingual Differential

7.5.1 Employees who are assigned to job duties requiring bilingual skills are eligible to receive Sixty-Five Dollars (\$65.00) each pay period for the use of bilingual skills in job duties arising during the normal course of work.

7.5.2 Eligibility for the bilingual pay differential shall be determined by the Personnel Officer on the basis of a proficiency test developed and administered by the City.

7.5.3 Bilingual skills shall not be a condition of employment except for employees who are hired specifically with that requirement. If an employee is hired under this provision, that requirement shall be included in the initial appointment letter.

7.5.4 The City retains the right to discontinue the bilingual differential for any individual employee when bilingual services are no longer required, provided the City gives the exclusive representative ten (10) days' notice prior to such revocation, in order to allow the opportunity for the parties to meet and consult.

7.5.5 No employee shall be required to use bilingual skills who is not compensated under this section.

## 7.6 Call Back Pay

7.6.1 An employee who is required by the City to report to their normal work location on a day when they have not been scheduled, or an employee called back to work after they have completed their regular work day and left the worksite, shall be entitled to a minimum of three (3) hours of compensation at one and one-half times their regular rate of pay. Call back pay shall not apply to scheduled overtime, employees on standby, or where the City requires an employee to remain at the worksite after the completion of their regular work shift.

7.6.2 Employees who do not return to their normal work location, but who are required to work remotely, are not eligible for call back pay, but shall be paid for time actually worked at one and one-half times their hourly rate of pay.

7.6.3 Payment for call back may be at the cash rate specified in Section 7.6.1 above or in compensatory time off at the rate of one and one-half hours for each hour worked, at the employee's option. Prior to the end of the pay period, the employee shall designate, on the appropriate City form, their choice of either compensation at the flat dollar rate or one and one-half times their regular rate of pay, whichever is greater or compensatory time off.

## 7.7 Standby Pay

7.7.1 An employee performing standby duty outside the employee's regular work shift shall be compensated at the rate of two (2) hours of their base rate of pay for each weekday and three (3) hours of their base rate of pay for each weekend day or holiday the employee is assigned to standby duty. An employee shall not combine standby pay with call back pay or overtime.

## 7.8 Rest Period Following Emergency Work

7.8.1 Bargaining unit employees in the Police or Public Works Departments shall be entitled to eight (8) hours of rest period when they work more than sixteen (16) hours within a twenty-four (24) hour period beginning with the time the employee reports to work.

7.8.2 Prior to working over sixteen (16) hours within a twenty-four (24) hour period and triggering the eight (8) hour rest period the employee must get approval from the Department Director or their designee.

7.8.3 Rest periods are unpaid unless the rest period overlaps the employee's regular work shift in whole or in part. The employee will be paid for that portion of the rest period that overlaps the employee's normal working shift. The employee will be required to work the remainder of their normal working shift that does not overlap with the eight (8) hour rest period unless they request and are approved for leave. The employee will not be paid for the time between expiration of the rest period and their normal work shift.

7.8.4 This section shall not apply in emergency situations.

## 7.9 Working Out of Classification

7.9.1 The term "working out of classification" is defined as a Management authorized assignment to perform work on a temporary basis wherein significant duties are performed by an employee holding a classification within a lower compensation range. The employer shall notify employees in advance of making such assignments. Pay for working out of classification shall be as follows:

7.9.1.1 An employee performing duties associated with a higher position, whether filled or unfilled, on an out of classification basis will receive acting pay of five percent (5%) for the hours worked in that capacity.

When the Department Head anticipates that the out of classification assignment will be for a period of 240 hours or more, the employee will receive the pay rate of the higher classification beginning with the start of the assignment. If such a determination has not been made by the end of the 240 cumulative hours worked in the higher classification, the employee shall receive the pay rate of the higher classification.

7.9.2 Out of classification provisions do not apply to work assignments performed in connection with declared conditions of public peril and/or disaster.

## 7.10 Night and Weekend Differential

Employees in the Library assigned to work hours between 5:00 P.M. and 8:00 A.M. weekdays or between Friday from 5:00 P.M. to Monday 8:00 A.M. shall be compensated for night and weekend differential at five percent (5%) above the employee's base pay.

Employees in the Police Department assigned swing, midnight, relief or day shift on the weekend shall be compensated for night and weekend differential at five percent (5%) above the employee's base pay. Overtime hours shall not be used to qualify for weekend or night shift differential.

#### 7.11 Court Appearances

Employees required to appear in Court during off-duty hours to testify regarding matters arising out of the employee's employment with the City, shall receive a minimum of four (4) hours pay at time and one-half (1.5). The City reserves the right to require the employee to wait to testify at their work location and perform duties as assigned while waiting to testify, provided the Court consents. If the Court requirement expires prior to the expiration of the four (4) hour minimum, the employee shall be released.

This section does not apply in situations where the employee is held over after or called in prior to their regular shift as long as the period is adjacent to the normal work shift. In these situations, standard overtime provisions shall apply.

### ARTICLE 8: HOURS AND OVERTIME

#### 8.1 Hours of Work

##### 8.1.1 Regular Work Schedules

- a. The regular work schedule for all employees except those on a flexible schedule such as a 4/10, or 9/80 schedule, shall consist of forty (40) hours within a seven (7) day work week and is five consecutive days served in units of eight (8) hours. For this schedule, the workweek begins Sunday midnight and ends Saturday at 11:59 P.M.
- c. A 4/10 work schedule shall be four (4) days served in units of ten (10) hours within a seven (7) day workweek. For this schedule, the workweek begins Sunday midnight and ends Saturday at 11:59 P.M.
- d. A 9/80 work schedule shall be nine (9) days served in one (1) unit of eight (8) hours and eight (8) units of nine (9) hours over a two week pay period. For this schedule, the workweek shall begin exactly four (4) hours after the start time of the day of the week which is each employee's regular alternate day off.

8.1.2 Part-time Employees. Employees who work less than the regular week and day as set forth above shall be designated as part-time and shall have hours scheduled by the appropriate supervisor and approved by the City's Human Resources Director.

8.1.3 Lunch Periods. All employees working a work shift of six (6) hours or more, except Communications Officers, City Service Officers assigned to patrol or daytime parking enforcement, and Code Enforcement Officers shall observe an unpaid lunch period of not less than thirty (30) minutes nor more than sixty (60) minutes. Lunch periods shall be scheduled with the approval of the department director. When required by the needs of the department, or requested by the employee and authorized by the Department, Communications Officers, City Service Officers assigned to patrol or daytime parking enforcement, Community Service Officers, and Code Enforcement Officers shall take an “on duty” lunch period which shall be counted as time worked.

Employees assigned to a shift of at least five (5) but fewer than six (6) hours may request to observe a regularly scheduled unpaid lunch period of not less than thirty (30) minutes nor more than sixty (60) minutes, which shall not be unreasonably denied. Lunch periods shall be scheduled with the approval of the department director or designee.

8.1.4 Rest Periods. One (1) fifteen (15) minute rest break with pay shall be provided to employees for each four (4) hours of service. Rest periods and lunch periods may not be aggregated and used to extend the lunch period or shorten the work day.

## 8.2 Overtime

### 8.2.1 Definition.

- a. Overtime for employees is defined as any time worked in excess of forty (40) paid hours in any work week as defined in section 8.1.1.
- b. For Communications Officers, overtime shall also include any hours worked outside their normally assigned shift.

Overtime shall be compensated pursuant to Section 8.2.3. All overtime must be authorized and approved in advance by the department director or designee.

8.2.2 Modified Schedules. At the request of either the employee or department director, the department director may approve a schedule of more than eight (8) hours per day without overtime compensation. Such a work schedule must be consistent with the regular work schedules defined in Section 8.1.1.

8.2.3 Overtime. Overtime may be assigned on a required basis or requested by the employee and approved by the department director. Overtime shall be compensated at the rate of one and one-half (1.5) times the employee’s regular

rate of pay or in the form of compensatory time at the rate of one and one-half (1.5) hours for each hour worked, at the employee's option except when the employee's choice of compensatory time would interfere with a department's ability to recover the cost of the overtime.

The parties agree to meet and confer over ways to address the constructive receipt issue with regard to compensatory time, with a goal of implementing changes no later than November 2017.

- 8.2.4 Compensatory Time. An employee may accumulate a maximum of one hundred sixty (160) hours of compensatory time. Compensatory time may be used when the services of an employee are not needed for the efficient functioning of their department, and must be approved in advance by the department head. Once an employee has reached the limits of compensatory time in this section they shall receive cash at the overtime rate for all overtime worked.

Upon termination, all unused compensatory time shall be paid off at the final rate of pay received by the employee, or the average regular rate received during the last three (3) years of the employee's employment, whichever is higher.

### 8.3 Work Schedule

All work schedule and flexible time work schedule arrangements presently in effect shall continue. If the City proposes to change the work schedule of a classification the Union shall be notified at least ten (10) working days in advance and given an opportunity to meet and consult over such proposed changes prior to implementation.

## ARTICLE 9: UNIFORMS

- 9.1 The City will provide uniforms, raingear, coveralls or shop coats when necessary for all Public Works, Engineering, applicable Building and Planning Department, and Police Department employees, consistent with existing practice.
- 9.2 Communications Dispatchers, Lead Communications Dispatchers, Senior Communications Dispatchers, Records Personnel, Community Service Officers, Parking Enforcement Officers, and the Property & Court Specialist shall upon initial appointment be provided required uniforms as determined by the Chief of Police

Communications and Records Personnel shall be paid an annual uniform allowance of Eight Hundred Dollars (\$800) to be used for the purchase and maintenance of uniforms.

Community Service Officers, Code Enforcement Officers, Parking Enforcement Officers, and the Property & Court Specialist shall be paid an annual uniform allowance



of One Thousand and Forty Dollars (\$1,040.00) to be used for the purchase and maintenance of uniforms.

The uniform allowance will be paid pro-rata on a bi-weekly basis.

If an employee is on unpaid leave for a period of one (1) full pay period or more, the employee will not receive uniform allowance for that period.

The City will provide uniform jackets and rain gear for Community Service Officers and Parking Enforcement Officers whose work is primarily outdoors. Jackets that are worn or damaged in the course of work will be routinely replaced by the City. It will be the employee's obligation to replace lost or misplaced jackets.

If any other employee is required to wear a uniform during the life of this Memorandum of Understanding, the City will meet and confer with the Union concerning the establishment of an equitable uniform allowance.

- 9.3 On presentation of appropriate receipts, the City shall reimburse employees who are required by the City to wear safety shoes/boots for up to Four Hundred Dollars (\$400) toward the cost of no more than three (3) pairs of OSHA approved safety shoes/boots per year. Shoe repair and resoling are reimbursable under this provision. Shoes/boots purchased under this provision are for the use of the employee exclusively. So long as all required documents are submitted, reimbursements will be processed within two (2) pay periods following supervisory approval. The City will evaluate the potential for a voucher system to replace the current reimbursement system.
- 9.4 Employee clothing seriously damaged or destroyed in conjunction with employment duties will be reasonably replaced by the City.
- 9.5 Employees in the Public Works Department shall be permitted to wear shorts, provided that supervisory approval has been given as to their appropriateness in terms of style, location and safety.
- 9.6 The City shall reimburse Equipment Mechanics in the Maintenance Division who, as a condition of employment, are required to provide their own tools and equipment. Reimbursement will be made for tools that the employee selects to purchase, or for tools required to be added to the inventory in order to carry out their duties. Reimbursement will be made on submission of receipts, but no more than twice per fiscal year. The reimbursement shall be administered in accordance with Maintenance Division policy. Effective July 1, 2016, the City shall reimburse a maximum of one thousand six hundred dollars (\$1,600) per fiscal year.
  - 9.6.1 Tool Inventory. To qualify for reimbursement pursuant to paragraph 9.6.3 below, Equipment Mechanics must provide an inventory of tools which are maintained on City property. The inventory must include the following for

each tool: (1) manufacturer and part number (2) approximate purchase date; and (3) a photo of the tool.

- 9.6.2 The City will cover the replacement of inventoried tools and equipment which are lost on City property due to (1) theft or (2) damage due to normal wear and tear (e.g., accident or fire). Tools left on City property must be properly secured when not in use. No reimbursement will be permitted for loss or damage attributable to the negligence or willful misconduct of the employees.
- 9.6.3 Requests for replacement tools will be made through the normal tort claim process.

## ARTICLE 10: HOLIDAYS

### 10.1 Fixed Holidays

Except as otherwise provided, employees within the representation unit shall have the following fixed holidays with pay:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25

- 10.1.1 Except for Communications Dispatchers and Senior Communications Dispatchers, in the event that any of the aforementioned days, except December 24, falls on a Sunday, the following Monday shall be considered a holiday. In the event that any of the aforementioned days falls on a Saturday, the preceding Friday shall be considered a holiday. In the event that December 24 falls on a Sunday, then the preceding Friday shall be considered a holiday.

Bargaining unit members in the Communications Dispatcher and Senior Communications Dispatcher classifications shall observe Independence Day, Veterans Day, Christmas Day, Christmas Eve and New Year's Day on the actual date of the holiday.

- 10.1.2 Pay for Fixed Holidays. All full-time employees shall be paid eight (8) hours pay at their regular straight time base hourly rate for all fixed holidays as

defined herein. All part-time employees shall be entitled to holiday leave with pay for the number of hours each holiday based on the number of hours per week such part-time employee is indefinitely assigned to work in the employee's regularly scheduled part-time position. An employee who is scheduled to work on a fixed holiday, and who does not work shall use vacation or other appropriate paid/unpaid leave to make up any difference between the holiday and their regularly scheduled shift. An employee will not be paid for more than their regular day's pay for any holiday when they do not work.

Pay for fixed holidays may not be taken as compensatory time off.

#### 10.1.3 Work on Fixed Holidays.

- a. Except for Communications Dispatchers and Senior Communications Dispatchers, any full-time employee required to work on a fixed holiday shall be paid time and one-half for such work in addition to their holiday pay. Work on a fixed holiday beyond the number of hours in the regular shift being worked on the holiday shall be compensated at double time.
- b. Except for Communications Dispatchers and Senior Communications Dispatchers, any part-time employee required to work on a fixed holiday shall be paid time and one-half for such work in addition to their holiday pay. Work on a fixed holiday beyond the number of hours in a regular shift shall be compensated at time and one-half.

Part-time Communications Dispatchers shall be treated the same as full-time employees with regard to double time pay on a holiday.

- c. Bargaining unit members in the Communications Dispatcher and Senior Communications Dispatcher classifications required to work on a fixed holiday shall be paid as follows:
  1. Holidays on Employee's Regular Workday. A Communications Dispatcher or Senior Communications Dispatcher required to work on a fixed holiday which falls on their regular workday shall be paid time and one-half for such work in addition to their regular pay. Work on a fixed holiday beyond the number of hours in the regular shift being worked on the holiday shall be compensated at double time. Employees who work their regular shift on a fixed holiday shall not receive additional holiday pay.

Example 1, if a Communications Dispatcher works a full (10-hour) shift on a holiday which falls on their regular workday, they would be paid a total of 25 hours (10 hours plus 10 hours at time and one half).

Example 2, if a half-time Communications Dispatcher works a full (10-hour) shift on a holiday which falls on their regular workday (scheduled 5 hours), they would be paid a total of 22.5 hours [5 hours plus 5 hours at time and one half (for the 5 hours of their regular shift) plus 5 hours at double time (for time beyond their regular shift).]

2. Holidays on an Employee's Regular Day Off. A Communications Dispatcher or Senior Communications Dispatcher required to work on a fixed holiday on their regular day off shall be paid double time for such work in addition to eight (8) hours of holiday pay (pro-rated for part-time employees.)

For example, if a full-time Communications Dispatcher works a full (10-hour) shift on a holiday which falls on their regular day off, they would be paid a total of 28 hours (8 hours holiday pay plus 10 hours at double time.)

- 10.1.4 A full time employee who is regularly scheduled to work more than eight (8) hours on a holiday may make up the additional hours using vacation, compensatory time, floating holiday time, or unpaid time. In addition, with the approval of their supervisor, and subject to the operational needs of the City, an employee may work additional straight time hours during the same workweek to make up the difference.

A part-time employee who is regularly scheduled to work on a holiday for more hours than they receive in holiday time may use vacation, compensatory time, floating holiday time, or unpaid time to complete their regularly scheduled workweek. In addition, with the approval of their supervisor, and subject to the operational needs of the City, an employee may work additional straight time hours during the same workweek to make up the difference. [For example, an employee who is regularly scheduled to work twenty (20) hours per week receives four (4) hours of holiday pay for the July 4 holiday but is scheduled to work six (6) hours on the day the holiday is observed. The employee may use two (2) hours of vacation to complete their regular workweek.]

- 10.1.5 The City Manager, or designee may close individual worksites or all non-essential City operations on non-City holidays (for example, during the week between Christmas and New Year's). In that event, affected employees shall be encouraged to take time off, however, it shall not be a requirement. Employees electing to take time off may choose to take vacation, compensatory time, floating holiday time or unpaid time during the closure period.

Employees who choose to work on a City closure day may be assigned to perform duties outside of their normal job duties. Any assigned duties must be reasonable in nature. For example, a Public Works employee may be assigned

to perform clerical duties such as file review in City Hall. However, a clerical employee may not be assigned to operate heavy machinery (e.g., a chain saw).

The City Manager will notify employees of any closure between Christmas and New Years on or before the fourth Thursday in November immediately preceding the closure.

## 10.2 Floating Holiday Time

### 10.2.1 Day of Reflection

Effective the first full pay period after adoption in 2023 and thereafter the first full pay period of the calendar year, each employee shall be credited one 8-hour “Day of Reflection” in recognition of holidays of individual and community importance, including Juneteenth, Cesar Chavez Day, and Indigenous People’s Day as a Floating Holiday to be scheduled like other discretionary leave hours (e.g., vacation time).

### 10.2.2 Holiday Closure

For calendar years 2024, 2025, and 2026, employees shall annually receive thirty-four (34) floating holiday hours off with pay, credited on the first pay period of the year. Employees hired after the first pay period of the year shall receive a pro-rated amount of floating holiday hours for the remainder of the calendar year.

### 10.2.3 Use of Floating Holidays

The following conditions will apply to floating holidays:

- 10.2.3.1 Employees shall request a floating day off in accordance with normal vacation time off request procedure.
- 10.2.3.2 Floating days off must be used during or prior to the end of the twenty-sixth (26<sup>th</sup>) pay period of the year in which it was credited or be forfeited.
- 10.2.3.3 If an employee fails to take a day off as scheduled, the day off so scheduled will be forfeited, unless a mutually agreeable alternative day off is arranged.
- 10.2.3.4 Any floating day off for employees who work less than full-time or less than a full year shall be prorated on the basis of hours worked as compared to full-time employment.
- 10.2.3.5 Floating holiday balances remaining at the time of separation will be forfeited.

## ARTICLE 11: VACATIONS

11.1 Each employee shall be entitled to an annual paid vacation, accrued as follows:

11.1.1 For full-time employees:

Less than three (3) years of service - 88 hours per year.

Three (3) years of service through five (5) years of service -  
104 hours per year.

Six (6) years of service through ten (10) years of service -  
136 hours per year.

Eleven (11) years of service through fifteen (15) years of service -  
152 hours per year.

Over fifteen (15) years of service - 176 hours per year.

11.1.2 For permanent part-time employees: a proportional equivalent based on the assigned number of hours worked per week as compared to those worked by a full-time employee.

11.2 Maximum Accrual

Vacation may be accrued up to a maximum of three hundred thirty-six (336) hours. The maximum accrual for part time employees shall be a proportional equivalent. After reaching said maximum, the employee must take time off or accrual will be frozen. Upon separation, there will be no payment for hours in excess of the maximum accrual.

11.3 Scheduling

The department head shall determine the vacation schedule considering the needs of the department, specifically with regard to the employee's assigned duties and the employee's desires. Use of vacation is subject to the advanced approval of the Department Director or designee. Any and all vacation granted pursuant to this Article shall be granted at time or times as will not reduce the number of employees below that which is reasonably necessary for the efficient conduct of the public business of such department, division or work group. Vacation time requested shall not be unreasonably denied.

11.4 Payment on Separation

Accrued vacation time up to the maximums described in Section 11.3 above shall be paid to an employee permanently separated from City service,

### 11.5 Vacation Cashout

An employee may cash out vacation leave in accordance with the Vacation Cashout Policy, attached hereto as Appendix "E".

### 11.6 Illness During Scheduled Vacation

An employee who, during a scheduled vacation period, becomes ill or injured, shall be entitled to have the remaining time off coded as sick leave, under the following conditions:

- a. The employee otherwise qualifies for sick leave as provided by this Agreement and has sufficient sick leave to cover the period; and,
- b. The employee's illness or injury is verified by a statement from an accredited medical doctor for each such day of illness for which leave is requested.

If vacation time has been deducted for the period covered under this Section, and the use of sick leave has been approved, the time will be credited back and sick leave used in its place.

## ARTICLE 12: LEAVE PROVISIONS

### 12.1 Sick Leave

12.1.1 Accrual Rates. The City shall provide each employee with paid sick leave at the rate of eight hours per month, earned on a biweekly basis and computed as follows:

12.1.1.1 Full-time employees may accrue up to a maximum of one thousand four hundred forty (1,440) hours for full time employees, and a proportional equivalent for part-time employees.

12.1.2 Use of Sick Leave. Sick leave shall be allowed and used in cases of actual personal sickness or disability, medical or dental treatment, or as authorized for other necessary health reasons. Up to six (6) days per year of sick leave may be used in cases of actual sickness or disability, medical or dental treatment of members of the employee's immediate family.

If an employee is scheduled to work on a designated City holiday, and subsequently calls in sick, the employee shall not receive holiday pay.

- 12.1.3 Abuse Enforcement. The City shall be obligated to monitor all sick leave use, and shall take appropriate actions to ensure that benefits are paid out only for use as authorized in Section 12.1.2.
- 12.1.3.1 Any employee who does not have an accrued sick leave balance and who does not otherwise qualify under the provisions of this Article 12, shall not be paid for any day of sick leave called in, whether genuine or not.
- 12.1.3.2 Management has the authority to monitor potential sick leave abuse and patterns of abuse, and when there is a reasonable basis for suspecting such abuse, may require medical verification as a condition for payment of sick leave.
- 12.1.4 Compensation for Accumulated Sick Leave.
- 12.1.4.1 Resignation. A resigning employee, who was hired into the unit prior to May 4, 2010 and who has fifteen (15) or more years of continuous service shall receive compensation for up to fifteen percent (15%) of their accumulated sick leave balance up to a maximum of five hundred (500) hours. Such compensation shall be based on the employee's rate of pay on their last day paid service to the City.
- 12.1.4.2 Retirement. An employee who was hired into the unit prior to May 4, 2010 and who retires under PERS from the City may elect to receive cash compensation for fifteen percent (15%) of their accumulated sick leave balance, up to a maximum of one thousand three hundred sixty (1,360) hours, based upon the employee's rate of pay on their last day of paid service to the City, or may convert their sick leave balance, up to a maximum of one thousand three hundred sixty (1,360) hours, to retirement health credits at the rate prescribed in Section 12.1.4.3. Employees may combine any of the above two options.
- 12.1.4.3 Retirement Health Credit Conversion. An employee who was hired into the unit prior to May 4, 2010 and who has a minimum of five (5) years of continuous service who elects to convert accumulated sick leave to retirement health credits upon retirement from the City may do so under the following schedule:
- Five (5) years of service to fifteen (15) years of service: eight (8) hours of sick leave for each retirement health credit, with any remainder being rounded to the next higher credit;
- Fifteen (15) years of service to twenty (20) years of service: six (6)



hours of sick leave for each retirement health credit, with any remainder being rounded to the next higher credit;

Over twenty (20) years of service three (3) hours of sick leave for each retirement health credit, with any remainder being rounded to the next higher credit.

If this election is made, the retirement health credit calculated shall not exceed the highest HMO health plan premium as may be in effect at such time such credit is applied. Election shall be made at the time of retirement.

- 12.1.4.4 Layoff. An employee who was hired into the unit prior to May 4, 2010 and who has been laid off may select as compensation for accumulated sick leave one month of paid health insurance for each unit of retirement health credit. After the health insurance benefit paid under Section 5.8.1 has been exhausted, up to a maximum of forty-eight (48) hours of the accrued sick leave balance may be converted to retirement health credits at the rate of one (1) unit for every eight (8) hours of accumulated sick leave with any remainder being rounded to the next higher credit.
- 12.1.5 Double Coverage. Employees who qualify for the retirement health credit conversion may elect double coverage at the rate of two (2) units for every month of paid health insurance.
- 12.1.6 Family Coverage. Employees who qualify for the retirement health credit conversion may elect family coverage at the rate of three (3) units for every month of paid health insurance.
- 12.1.7 Transfer of Sick Leave for Catastrophic Illness. Transfer of sick leave for catastrophic illness is designed to assist employees who have exhausted sick leave due to a catastrophic illness, injury or condition of the employee. This policy allows other employees to make voluntary grants of time to that employee so that they can remain in a paid status for a longer period of time, this partially ameliorating the financial impact of the illness, injury or condition.

A catastrophic illness is defined as an illness which has been diagnosed by a competent physician, requiring an extended period of treatment or recuperation, and which has a significant risk to life or life expectancy. Confirmation of the condition and prognosis by a health care provider chosen by the City may be required.

Human Resources will discuss with the Union or their designated representative an appropriate method of soliciting contributions from

coworkers. The contributions shall be submitted to Human Resources and Human Resources will process the contribution list in the order established. Any employee shall be allowed to contribute a maximum of eighty (80) hours of sick leave from their accrued sick leave balance to another full-time or permanent part-time employee in the City who is suffering from a catastrophic illness and has exhausted their own sick leave, provided, however, they have maintained a positive sick leave balance of forty (40) hours or more following the donation. Once the contribution is made it cannot be rescinded.

Upon return to work, an employee may bank any remaining hours that have been contributed up to a maximum of forty (40) hours. If the contribution list has not been exhausted, the contributing employees will be notified that their contribution was not required and the balance restored.

Determination of employees eligible for the program shall be made by the Human Resources Director, whose decision shall be final.

## 12.2 Long Term Disability

12.2.1 Should any illness or injury extend beyond forty-five (45) calendar days, the City will ensure continued payment to the employee at 66.67 percent of salary, up to a maximum as provided in the long-term disability policy. The amounts paid shall be less any payments received from either Workers' Compensation or retirement. During the first year of disability and so long as no retirement determination has been made by the City, the employee will be entitled to continued City paid health insurance, AD&D, dental and life insurance benefits, providing that the employee continues to pay the employee share of the benefit cost, where applicable. Accrued leave earned shall only continue for periods during which the employee is utilizing accrued leave time. At the end of 365 calendar days from the date of illness or injury or unless previously retired, should the not be able to return to work, the employee will be permitted to continue to participate in City paid health insurance, AD&D, dental and life insurance benefits. However, the employee will be required to pay 100% of any premiums.

12.2.2 Employees who have a sufficient amount of sick leave time may, at the employee's option, use sick leave on an hour-for-hour basis to delay the start of the long term disability plan. The long term disability plan would start upon the exhaustion of sick leave. The City procedures which allow for follow-up of an employee who has been out on an extended disability shall apply to employees under this section.

## 12.3 Personal Business Leave

- 12.3.1 An employee shall be entitled to a maximum of three (3) days per calendar year for Personal Business Leave without loss of pay. Such leave shall be deducted from accrued sick leave.
- 12.3.2 Personal Business is defined as business of urgent and compelling importance which cannot be taken care of outside of normal working hours and which is not covered under other leave provisions of this Memorandum of Understanding.
- 12.3.3 A employee shall notify the department head two (2) days before taking this leave, unless an emergency exists which prohibits the employee from providing such advance notice.
- 12.3.4 Personal Business Leave may only be used for personal business of urgent and compelling importance, and may not be used for recreational purposes, extension of holidays or vacation, work stoppages, or for matters of purely personal convenience.
- 12.3.5 At the discretion of the supervisor, an employee may also use vacation, compensatory time off or floating holiday time to cover absences of an emergency nature. No request shall be unreasonably denied.

#### 12.4 Leave Without Pay

- 12.4.1 Vacancies created as a result of leave without pay may be filled in the following manner:
  - a) By temporary employees for a maximum of six (6) months;
  - b) By provisional employees.

If a leave is extended beyond the initial fixed period, temporary employees may be held over for up to three (3) months (for a total term of employment of nine (9) months) in a temporary capacity. Provisional employees may be held over if a leave is extended, or, in cases where the position is vacated, for the duration of the recruitment period.

- 12.4.2 Leaves of absence without pay may be granted in cases of personal emergency or when such absences would not be contrary to the best interest of the City.
- 12.4.3 Requests for leaves of absence without pay must be written and submitted to the department director and Human Resources. The Human Resources Director may grant a permanent employee leave of absence without pay for a period not to exceed one (1) year, during which time no benefits and no seniority credit will accrue. Approval shall be in writing and a copy filed with the Human Resources. Upon expiration of a regularly approved leave, or within five (5) working days after notice to return to duty, the employee shall

be reinstated in the position held at the time the leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or within three (3) working days after notice to report to duty, may be deemed notice of resignation and/or cause for disciplinary action.

## 12.5 Jury Duty and Subpoenas

- 12.5.1 An employee required to report for jury duty or to answer a subpoena as a witness on behalf of the City, provided the witness has no financial interest in the outcome of the case, shall be granted a leave of absence with pay from their assigned duties until released by the court, provided the employee remits to the City all fees received from such duties other than mileage or subsistence allowances within thirty (30) days from the termination of jury service.
- 12.5.2 This leave of absence with pay shall extend to employees whose regular shift is a shift outside of the hours of 8:00 A.M. to 5:00 P.M., so that such employees shall not be required to work their regular shift on a day in which they perform jury duty or respond to a subpoena.
- 12.5.3 When an employee returns to complete a regular shift following time served on jury duty or as a witness, such time falling within work shift shall be considered as time worked for purposes of shift completion and overtime computation. In determining whether or not an employee shall return to their regular shift following performance of the duties above, reasonable consideration shall be given to such factors as travel time and a period of rest.

## 12.6 Military Leave

Military leave of absence shall be granted and compensated in accordance with all applicable laws. Employees entitled to military leave shall give the appointing power an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

## 12.7 Bereavement Leave

An employee shall be allowed regular pay for not more than three (3) working days when absent because a death has occurred in the immediate family. For purpose of bereavement leave, members of the immediate family shall be limited to: spouse, registered domestic partner children (including stepchildren), parent (including stepparent), parent-in-law, sibling (including step-sibling), grandparent, grandchild, or dependent of the employee.

Employees may take up to two (2) additional days off per instance of bereavement (as defined above) using the employee's eligible leave banks.

Employees may use other appropriate leave for bereavement purposes for relations not included above provided such leave is approved in advance by the Department Director.

## 12.8 Maternity and Parental Leave

Employees are entitled to leaves of absence for maternity, parental bonding, and pregnancy-related disability. All such leave of absence shall be granted and compensated in accordance with state and federal laws covering these topics, including the California Family Rights Act.

## 12.9 Miscellaneous Leave Provisions

12.9.1 Leaves of absence without pay which exceed four (4) weeks and are for leaves other than military, shall not be included in determining seniority.

12.9.2 At the conclusion of a leave of absence an employee shall be returned to an equivalent position within their classification.

12.9.3 For any unpaid leave of absence the employee may elect to continue insurance coverage for up to the duration of their leave of absence at their own expense.

12.9.4 For any paid leave of absence, all benefits continue to accrue.

12.9.5 The Human Resources Director or designee will designate the specific beginning and ending dates to meet the needs of the employee and the City, which shall not be less than four weeks nor exceed one unpaid year.

12.9.6 At the conclusion of a leave of absence for any disability the employee may be required to submit a physician's statement certifying that they are medically qualified to resume work.

12.9.7 Use of unpaid leave is subject to the advanced approval of the Department Director or designee and Human Resources. Any and all unpaid leave granted pursuant to this Article shall be granted at time or times as will not reduce the number of employees below that which is reasonably necessary for the efficient conduct of the public business of such department, division or work group. Leaves shall not be unreasonably denied.

12.9.8 All provisions of this Article shall be administered in conformance with all Federal and State Laws.

## 12.10 Educational Leave and Tuition Reimbursement

12.10.1 The City shall contribute Eleven Thousand Two Hundred Dollars (\$11,200.00) annually on July 1st of each year to an educational leave and tuition reimbursement fund. The City will reimburse expenses for tuition, books, lab

fees and equipment, and curriculum fees incurred by an employee, to a maximum of One Thousand Dollars (\$1,000.00) per fiscal year, for classes completed in accredited institutions of learning or approved specialized training groups leading to an academic degree or improved job related skills. Parking fees or non-mandatory health fees related to enrollment will not be included. Programs must be approved in advance. Reimbursement will be provided upon successful completion of approved courses. Employees must attach a final grade of "C" or better for both undergraduate and graduate work. The employee may not elect to take a "pass/fail" grade if the letter system of grading is offered. Courses providing a "pass/fail" must achieve a "pass" to qualify for reimbursement. Funds expended on tuition reimbursement will be subject to appropriate IRS regulations.

12.10.2 Employees wishing to engage in educational programs involving work time may be granted rescheduled time if departmental operations permit.

12.10.3 All employees assigned by the City to attend meetings, workshops, or conventions shall have their dues and reasonable expenses paid by the City and shall be allowed to attend such workshops, meeting and conventions on paid City time. Such required educational functions shall be reimbursed from departmental training funds and shall not be counted against the employee's allowance or the annual tuition reimbursement.

Employees may under the tuition reimbursement fund request reimbursement for trade publications, technical books, and printed materials related to the employee's employment.

12.10.4 In the event that there are unused funds remaining in the city-wide educational leave and tuition reimbursement fund on June 30 of any year, employees who present appropriate receipts verifying expenditures in excess of One Thousand Dollars (\$1,000.00), for items which are reimbursable under this Section 12.12, shall receive a pro rata share of those remaining funds not to exceed the actual amount of the difference between the actual expenditure and One Thousand Dollars (\$1,000.00) up to a maximum of Four Thousand Dollars (\$4,000.00). These requests for additional reimbursement must be received by the City no later than July 15 of that year.

## ARTICLE 13: BENEFIT PROGRAMS

### 13.1 Medical

13.1.1 The City shall continue the existing flexible benefits plan through the term of this Agreement.

13.1.2 The City shall make a direct contribution equal to the minimum employer

contribution for agencies participating in the Public Employees Medical and Hospital Care Act (PEMHCA) on behalf of each active employee and qualified retiree.

- 13.1.3 The City shall continue to make a non-elective employer contribution to the flexible benefits plan on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution in 13.1.2 equals the following:

\$2,494 per month - family coverage  
\$1,921 per month - two-person coverage  
\$1,019 per month - single coverage

[EXAMPLE: If the PEMHCA minimum contribution is \$151, then the City shall make a flexible benefits plan contribution of \$2,343 per month for family coverage, \$1,170 per month for two-person coverage and \$868 per month for single coverage.]

Cash-in-Lieu of Medical Coverage: Employees who waive coverage will be entitled to \$367.00 per month. Effective January 1, 2018, this amount is no longer contributed through the flexible benefits plan.

- 13.1.4 For the plan year beginning January 1, 2024, the City shall make a nonelective employer contribution to the flexible benefits plan on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution in 13.1.2 equals the contributions in Section 13.1.3 increased by an amount equal to the twelve-month increase in the consumer price index (CPI-U San Francisco-Oakland-San Jose) measured from February 2022 to February 2023. However, the increase in the City's contribution shall be no less than two percent (2.0%) and no more than four percent (4%) (i.e., CPI 2-4%).
- 13.1.5 For the plan year beginning January 1, 2025, the City shall make a nonelective employer contribution to the flexible benefits plan on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution in 13.1.2 equals the contributions in Section 13.1.4 increased by an amount equal to the twelve-month increase in the consumer price index (CPI-U San Francisco-Oakland-San Jose) measured from February 2023 to February 2024. However, the increase in the City's contribution shall be no less than two percent (2.0%) and no more than four percent (4%) (i.e., CPI 2-4%).
- 13.1.6 For the plan year beginning January 1, 2026, the City shall make a nonelective employer contribution to the flexible benefits plan on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution in 13.1.2 equals the contributions in Section 13.1.5 increased by an amount equal to the twelve-month increase in the consumer price index (CPI-U San Francisco-Oakland-San Jose) measured from February 2024 to February

2025. However, the increase in the City's contribution shall be no less than two percent (2.0%) and no more than four percent (4%) (i.e., CPI 2-4%).

- 13.1.7 Consistent with applicable laws and regulations, each employee may use their allocated amount for any benefits permitted by law and provided for in the flexible benefit plan document. The plan document will be amended to eliminate cash distributions, and to add employee-paid "buy up" of vision benefits. If possible the City will also add an employee-paid short term disability plan such as AFLAC.
- 13.1.8 Employees hired into the unit prior to May 4, 2010, who have at least ten (10) continuous years of permanent service with the City and who retire under PERS shall be reimbursed by the City at the rate of one hundred dollars (\$100.00) per month (in addition to the minimum employer contribution contained in 13.1.2) toward the retiree's employee only health care premium once the employee has exhausted the sick leave conversion to retiree health credits under Section 12.1.4.3.

In order to be eligible for the reimbursement in this Section, the employee must be enrolled in an available PEMHCA health insurance plan.

- 13.1.9 For part-time employees who are a member of the unit, the City shall prorate the dollar amount allocated under Sections 13.1.3, 13.1.4, 13.1.5 and 13.1.6.
- 13.1.10 Employees whose medical insurance premium costs exceed the combined allocation available through the cafeteria plan and Section 13.1.2 shall have the excess cost of their medical premiums paid with before-tax compensation through a premium conversion plan.
- 13.1.11 Each full-time employee must enroll in an available health insurance plan or demonstrate that they have health insurance coverage in order to waive coverage.
- 13.1.12 Employees who wish to have domestic partners covered under the cafeteria plan may do so after filing the "Declaration of Domestic Partnership" form with the California Secretary of State and complying with any other requirements necessary to qualify for domestic partner health benefits under the PEMHCA plans. It is understood that the premiums and benefits provided as a result of covering domestic partners may be taxable, and that the City will administer the program in accordance with State and Federal Tax regulations.
- 13.1.13 The parties share an interest in addressing the increase in the cost of PEMHCA benefits. The City shall meet and confer with the Union prior to contracting with the alternative provider, consortia or group. However, the Union will have the option to remain in the PEMHCA program.



13.1.14 Effective July 1, 2017, Cash-in-Lieu of Medical Coverage amounts will be included in the calculation of regular rate for overtime purposes. In the event that a court issues a final decision holding that Cash-in-Lieu of Medical Coverage payments do not need to be included in the regular rate, the City will cease including Cash-in-Lieu in the regular rate.

### 13.2 Dental Insurance

13.2.1 The City shall pay the full cost for Dental Insurance administered by Delta Dental or an equivalent third party administrator up to the annual maximums described in the summary plan description.

13.2.2 Dental Benefits will be provided as described in the summary plan description.

### 13.3 Vision

a. The City shall pay the full cost for fully insured Vision Insurance provided by VSP, or an equivalent insurance provider, providing vision benefits as described in the summary plan description.

### 13.4 Employee Assistance Program

The City shall continue to provide an employee assistance program to employees as currently provided.

### 13.5 Life Insurance

The City will provide to all employees life insurance at the rate of 1-1/2 times each employee's regular yearly wage.

## ARTICLE 14: RETIREMENT

14.1 The City will continue the retirement program and benefits currently provided under contract with the Public Employees' Retirement System.

14.2 Retirement benefits for employees hired by the City prior to February 12, 2012 shall be those established by the Public Employees' Retirement System (CalPERS) for local miscellaneous members 2.7% at age 55 formula, single highest year.

14.3 Retirement benefits for employees hired by the City on or after February 12, 2012, who are not new members as defined by CalPERS, shall be those established by the Public Employees' Retirement System (CalPERS) for local miscellaneous members 2.0% at age 60 formula, highest three years.

- 14.4 For new employees, as defined by CalPERS, hired on or after January 1, 2013, retirement benefits shall be those established by the California Public Employees' Retirement System (CalPERS) for Miscellaneous Members 2.0% at age 62 formula, highest three years.
- 14.5 The full unit member's contribution shall be deducted from the unit member's pay by the City and forwarded to the Public Employees' Retirement System in accordance with the rules and regulations governing such contributions.
- 14.6 The City and Union have entered into a cost-sharing agreement whereby the City and members shared increases in the employer rate above a baseline rate of 14.597%. Over time, that rate has risen so that employees were paying 6.67% of the City's contribution ("Member-Paid-City Contribution") as of July 1, 2022.

The City and Union have agreed to freeze the Member-Paid City Contribution at 6.67% as of June 30, 2023.

Effective July 1, 2023, the Member-Paid Employer Contribution will be reduced to 2.67%.

Effective July 1, 2024, the Member-Paid Employer Contribution will be reduced to zero.

## ARTICLE 15: GRIEVANCE PROCEDURE

### 15.1 Definitions

- 15.1.1 A grievance is an alleged violation, misinterpretation or misapplication of the provisions of this Memorandum of Understanding, policy and/or procedure manuals affecting the working conditions of the employees covered by this Agreement.
- 15.1.2 A "Disciplinary appeal" is an appeal from a disciplinary action of a Letter of Reprimand or higher, against an employee covered by this Memorandum of Understanding.
- 15.1.3 A "grievant" is any employee adversely affected by an alleged violation of the specific provision of this Memorandum, or the Union.
- 15.1.4 A "day" is any day in which the City Hall of Menlo Park is open for business.
- 15.1.5 The "immediate supervisor" is the lowest level administrator who has been designated to adjust grievances and who has immediate jurisdiction over the grievant.

## 15.2 General Provisions

- 15.2.1 Every effort will be made by the parties to settle grievances at the lowest possible level.
- 15.2.2 All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 15.2.3 No party to a grievance shall take any reprisals against the other party to the grievance because the party participated in an orderly manner in the grievance procedure.
- 15.2.4 Failure of the grievant to adhere to the time deadlines shall mean that the grievance is settled. The grievant and the City may extend any time deadline by mutual agreement.
- 15.2.5 Every effort will be made to schedule meetings for the processing of grievances at times which will not interfere with the regular work day of the participants.
- 15.2.6 Either the City or the Grievant may be represented at any step of the grievance procedure by an individual of the party's choice.
- 15.2.7 Any unit member may at any time present grievances to the City and have such grievances adjusted without the intervention of the Union, as long as the adjustment is reached prior to arbitration and is not inconsistent with the terms of this Memorandum; provided that the City shall not agree to a resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the Union.
- 15.2.8 Failure of a unit member to file a grievance over an adverse action which constitutes a "grievance" as defined herein shall not constitute a waiver of other unit members' rights to file future grievances involving the same or similar adverse actions.
- 15.2.9 The City and Union may agree to consolidate grievances at Level III and beyond.
- 15.2.10 All written responses by Management regarding a grievance shall be sent to the grievant, designated union steward, and the Union.

## 15.3 Grievance Procedure (for grievances as defined in 15.1.1)

Grievances will be processed in accordance with the following procedures.

15.3.1 Level I - Informal Resolution/Immediate Supervisor

15.3.1.1 Any unit member who believes they have a grievance shall present the grievance orally to the immediate supervisor within ten (10) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The immediate supervisor shall hold discussions and attempt to resolve the matter within ten (10) days after the presentation of the grievance. It is the intent of this informal meeting that at least one (1) personal conference be held between the aggrieved unit member and the immediate supervisor.

15.3.2 Level II - Department Director

15.3.2.1 If the grievance is not resolved at Level I and the grievant wishes to press the matter, the grievant shall present the grievance in writing on the appropriate form to Department Director within ten (10) days after the oral decision of the immediate supervisor. The written information shall include:

- a) a description of the specific grounds of the grievance including names, dates, and places necessary for a complete understanding of the grievance;
- b) a listing of the provisions of this Memorandum which are alleged to have been violated;
- c) a listing of the reasons why the immediate supervisor's proposed resolution of the problem is unacceptable; and
- d) a listing of specific actions requested by the grievant of the City which will remedy the grievance.

15.3.2.2 The Department Director or designee shall communicate the decision to the grievant in writing within ten (10) days after receipt of the grievance. If the Department Director or designee does not respond within the time limits, the grievant may appeal to the next level.

15.3.2.3 With the concurrence of the City, an employee or the Union may choose to file the formal grievance initially at Level II (the Department Director) instead of Level I.

15.3.2.4 Within the above time limits either party may request a personal conference.

15.3.3 Level III - Appeal to City Manager

15.3.3.1 If the grievant is not satisfied with the decision at Level II, the grievant may, within ten (10) days of the receipt of the decision at Level III, appeal the decision to the City Manager. The statement shall include a copy of the original grievance, all decisions rendered and a clear and concise statement of the reasons for the appeal.

15.3.3.2 The City Manager or designee shall respond to the grievance in writing within ten (10) days of receipt of the written appeal.

15.3.4 Level IV - Arbitration

15.3.4.1 If the grievant is not satisfied with the decision at Level IV, the grievant may within five (5) days of the receipt of the decision submit a request in writing to the Union for arbitration of the dispute. Within fifteen (15) days of the grievant's receipt of the decision at Level III, the Union shall inform the City of its intent as to whether or not the grievance will be arbitrated. The Union and the City shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Mediation and Conciliation Service supply a panel of five (5) names of persons experienced in hearing grievances involving City employees and who are members of the National Academy of Arbitrators (NAA). Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.

15.3.4.2 If either the City or the Union so requests, a separate arbitrator shall be selected to hear the merits of any issue raised regarding the arbitrability of a grievance. No hearing on the merits of the grievance will be conducted until the issue of arbitrability has been decided. The process to be used in selecting an arbitrator shall be as set forth in 15.3.5.1.

15.3.4.3 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

- 15.3.4.4 The City and the Union agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Memorandum at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Memorandum or impose any limitations or obligations not specifically provided for under the terms of this Memorandum. The arbitrator shall be without power or authority to make any decision that requires the City or the administration to do an act prohibited by law.
- 15.3.4.5 After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties their findings and award.
- 15.3.4.6 The arbitrator shall make a final and binding determination.
- 15.3.4.7 The fees and expenses of the arbitrator shall be shared equally by the City and the Union (including the cost of any list of arbitrators requested pursuant to Section 15.3.4.1). All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they both mutually agree. If the arbitrator requests a court reporter, then the costs shall be shared by both parties.

#### 15.4 Disciplinary Appeals

- 15.4.1 A “disciplinary appeal” is a formal written appeal of a Notice of Disciplinary Action (post-Skelly) of any punitive disciplinary action including dismissal, demotion, suspension, reduction in salary, letters of reprimand, or transfer for purposes of punishment. However, letters of reprimand are not subject to the arbitration provisions of this procedure. This procedure also shall not apply to the rejection or termination of at will employees, including those in probationary status. Any reduction in pay for change of assignments which occurs in the course of regular rotation and is not punitive shall not be subject to this procedure.
- 15.4.2 Persons on probationary status (entry-level or promotional) may not appeal under this agreement rejection on probation. Letters of Reprimand may be appealed under this section only to the City Manager level (Section 15.4.4).
- 15.4.3 Any appeal to any punitive disciplinary action (as defined in Section 15.1.2) shall be presented in writing to the City Manager within ten (10) days after

receipt of the Notice of Disciplinary Action. Failure to do so will be deemed a waiver of any appeal. The City Manager or designee shall hold a meeting to hear the appeal within ten (10) days after the presentation of the appeal and shall issue a decision on the appeal within ten (10) days of the presentation of the appeal. For letters of reprimand, the City Manager's decision shall be final. However the employee may write a response and have that response included in their personnel file.

- 15.4.4 For appeals from dismissal, demotion, suspension, or reduction in salary, if the employee is not satisfied with the decision of the City Manager, the employee may, within ten (10) days of the receipt of the decision, submit a request in writing to the Union for arbitration of the dispute. Within twenty (20) days of the City Manager's decision, the Union shall inform the City of its intent as to whether or not the disciplinary matter will be arbitrated. The Union must be the party taking the matter to arbitration.
- 15.4.5 The parties shall attempt to agree to the selection of an arbitrator and may agree to strike names from a list provided by an outside agency such as the State Mediation and Conciliation Service. However, in the event that the City and the Union cannot agree upon the selection of an arbitrator within forty-five (45) days from the date that Union has notified the City of its intent to proceed to Arbitration, either party may request the Superior Court of the County of San Mateo appoint an arbitrator who shall be a retired judge of the Superior Court of San Mateo County.
- 15.4.6 The City and the Union agree that the arbitrator shall prepare a written decision containing findings of fact, determinations of issues and a disposition either affirming, modifying or overruling the disciplinary action being appealed. The parties expressly agree that the arbitrator may only order as remedies those personnel actions which the City may lawfully impose.
- 15.4.7 The fees and expenses of the arbitrator (including the cost of any list of arbitrators) shall be shared equally by the City and Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. By mutual agreement, the cost of the services of such court reporter shall be shared equally by the parties. However, each party shall be responsible for the cost of transcripts that they order.
- 15.4.8 Nothing herein constitutes a waiver of City or employee rights otherwise granted by law.

## ARTICLE 16: EFFECT ON EXISTING PRACTICES

16.1 Changes in Personnel Rules and Department Regulations

During the term of this Memorandum of Understanding, the parties hereto will meet and confer regarding changes proposed by the City in the City's Personnel Rules and Department Rules and Regulations.

16.2 Effect of Agreement

This Agreement completely supersedes any prior agreements between the parties. It also supersedes any conflicting provision in the City's Personnel Rules.

16.3 Existing Practices

Existing practices and/or benefits which are not referenced in this Memorandum and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process.

16.4 Waiver Clause

Except as provided in Section 16.3, Existing Practices, the employees waive their right to meet and confer during the term of this Agreement on any matter raised during the meeting and conferring which preceded this Agreement.

ARTICLE 17: NONDISCRIMINATION

17.1 The parties agree that they, and each of them, shall not discriminate against any employee on the basis of race, religion, color, creed, age, marital status, national origin, ancestry, sex, sexual orientation, medical condition or disability. The parties further agree that this Section shall not be subject to the Grievance Procedure provided in this Agreement. However, any individual, including a representative of the Union, may bring forth a complaint of discrimination and/or harassment on behalf of an employee.

17.2 The parties agree that they, and each of them, shall not discriminate against any employee because of membership or lack of membership in the Union, or because of any authorized activity on behalf of the Union. The parties further agree that this Section may be subject to the Grievance Procedure provided in this Agreement.

ARTICLE 18: MANAGEMENT RIGHTS

18.1 Except to the extent that the rights are specifically limited by the provisions of this Agreement, the City retains all rights, powers, and authority granted to it or which it has pursuant to any law, including, but not limited to: The right to direct the work force; increase, decrease or re-assign the work force; hire, promote, demote; discharge or discipline for cause; transfer or reclassify employees; assign employees days of work,



shifts, overtime and special work requirements, and to determine the necessity, merits, mission and organization of any service or activity of the City or of any City Department, Agency or Unit.

- 18.1.1 The City has the sole and absolute right to determine the nature and type of, assign, reassign, revoke assignments of or withdraw assignments of, City equipment, including motor vehicles, to or from employees during, after or before hours of duty.
- 18.1.2 The City has the sole and absolute right to determine the methods, means and numbers and kinds of personnel by which City operations are to be conducted, including the right to contract or subcontract bargaining unit work provided that the City will meet and confer in advance on the impact of subcontracting on work load and safety and any other matter within the scope of representation;
- 18.1.3 The City has the sole and absolute right to determine methods of financing;
- 18.1.4 The City has the sole and absolute right to determine size and composition of the work force and allocate and assign work by which the City operations are to be conducted;
- 18.1.5 The City has the sole and absolute right to determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions;
- 18.1.6 The City has the sole and absolute right to make all decision relating to merit, necessity or organization of City Service;
- 18.1.7 The City has the sole and absolute right to discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable laws;
- 18.1.8 The City has the sole and absolute right to establish employee performance standards including, but not limited to, quality and standards, and to require compliance therewith;
- 18.1.9 The City has the sole and absolute right to take necessary actions to carry out its mission in emergencies; and
- 18.1.10 The City has the sole and absolute right to exercise complete control and discretion over its organization and the technology of performing its work.
- 18.1.11 The City has the sole and absolute right to take any and all steps necessary to discharge the City's responsibilities to provide for the safety of the public it serves and to provide employees with a safe working environment; provided,

however, nothing herein shall preclude the Union from providing input, consulting and/or meeting and conferring with the City as required by law on such safety issues so long as such actions do not prevent the City from discharging these responsibilities.

- 18.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Memorandum and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States and the Constitution and laws of the State of California.
- 18.3 The exercise by the City through its Council and management representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to any grievance procedure nor subject to meeting and conferring.

#### ARTICLE 19: CONCERTED ACTIVITIES

- 19.1 As used in this Article 19, “strike or work stoppage” means the concerted failure to report for duty, the willful absence from one’s position, the stoppage of work, or the abstinence in whole or in part from the full, faithful performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions of compensation, or the rights, privileges or obligations of employment.
- 19.2 It is agreed and understood that there will be no strike, work stoppage, slowdown, or refusal to fully and faithfully perform job functions with responsibilities, or any interference with the operations of the City, or any concerted effort designed to improve its bargaining position which interferes with, impedes, or impairs City operations by the Union or by its officers, agents or members. The Union agrees that neither the Union nor its officers, agents or members will, in any manner whatsoever, honor, assist or participate in any picketing activities, sanctions or any other form of interference with City operations by any other non-unit employees or members of other employee associations or groups.
- 19.3 Furthermore, the Union agrees that the provisions in this Article 19 are enforceable by the City in a Court of law. The City may, upon its own election, initiate such court action as it deems appropriate to enjoin or impose damages on the Union, its officers, agents or members for activities referred to herein.
- 19.4 It is further agreed and understood that neither the Union nor its officers, agents, or members shall engage in any boycott, picketing or any other concerted attempts to discourage, impair or negatively affect the businesses of members of the City Council.
- 19.5 Nothing herein shall be deemed to limit the remedies available to the City in dealing with concerted activities as described hereinabove.

## ARTICLE 20: SEPARABILITY

If any provision of this Agreement shall be declared void or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect, except that either party to the Agreement may request the other party to meet and confer in regard to amending the Agreement to replace the provisions declared void or unenforceable. However, there will be no obligation on either party to agree on a replacement provision.

## ARTICLE 21: DISCIPLINARY ACTION

- 21.1 For just cause, the City has the right to discipline, including suspend, demote, or discharge permanent employees for unsatisfactory work or conduct.
- 21.2 Non-probationary employees whose work or conduct is unsatisfactory but not sufficiently deficient to warrant discipline, demotion, or discharge will be given a written notification of unsatisfactory work or conduct and an opportunity to improve. Failure to correct deficiencies and improve to meet standards may result in discipline, demotion or discharge. Reprimands shall not be subject to the arbitration provisions of Article 15, Disciplinary Appeals.
- 21.3 A Notice of Intended Discipline (NOID) must be in writing and served on the employee in person or by registered mail prior to the disciplinary action becoming effective. The Chief Steward of the Chapter and the Union shall also be given a copy unless the employee submits a written request to Human Resources that the Notice of Intended Discipline not be forwarded to the Union. The Notice of Intended Discipline must be filed on a timely basis with the Human Resources Department. The Notice of Intended Discipline shall include:
  - 21.3.1 Statement of the nature of the disciplinary action;
  - 21.3.2 Statement of the reasons for the proposed action;
  - 21.3.3 Statement in ordinary and concise language of the act or the omissions upon which the reasons for the proposed disciplinary action are based; and
  - 21.3.4 Copies of any documents or other items of evidence upon which the intended disciplinary action was fully or in part based.
  - 21.3.5 In cases of demotion, discharge, or suspension of employees in permanent status at the time of the discipline, the Notice of Intended Discipline shall include a statement of the employee's right to respond, either orally, at a meeting requested by the employee, or in writing. The opportunity to respond

shall be afforded prior to the action becoming effective, but the employee must respond no later than five (5) days after receipt of notice of intended disciplinary action. A conference, if requested, shall be scheduled and held as soon as possible but in no event later than thirty (30) days after receipt of notice of intended disciplinary action.

## ARTICLE 22: TRANSFER

### 22.1 Definition

22.1.1 For purposes of this Article, a “transfer” shall consist of a change in work location of an employee from one work site to another work site within the City. Such a transfer does not encompass the process of assignment of a specific position and responsibilities within the department or work location. An employee assigned to more than one work site shall be considered as being transferred only when moved from one City-wide program to another program. A transfer may be initiated by an employee (“voluntary”) or by the City (“administrative”).

### 22.2 Voluntary Transfers as a Result of Posting and Filling Vacancies

22.2.1 A “vacancy” is a new position, an opening arising from a resignation, retirement, or termination, any position to which an employee is not assigned or which is not committed for purposes of leaves, unresolved administrative transfers or layoffs.

22.2.2 Notices of vacancies shall be posted for at least five (5) working days on the bulletin board in the City’s administrative offices. Such notices shall be posted as soon as the City determines that a vacancy exists and shall include the position description, location, and other special requirements.

22.2.3 The request for transfer will be sent to the Human Resources with a copy to the Department Director. A conference shall be held at the request of the employee or Human Resources in order to discuss the request.

22.2.4 For purposes of selection between two or more employees requesting transfer to a vacant position, the City shall consider the training experience, competencies, length of service in the City, past evaluations, and qualifications of each employee.

22.2.5 When the City has considered two or more employees requesting a transfer to a vacant position to be relatively equal on the basis of training, experience, competence, past evaluations, and qualifications, the employee with the most City-wide seniority shall be selected for transfer to the vacant position.

22.2.6 The City shall notify the employee requesting transfer, in writing, of the City's acceptance or denial of the request. The City shall provide written reasons for not granting the transfer request upon the request of the employee. Transfer requests shall be acted upon prior to filling positions by promotion or outside applicants.

### 22.3 Administrative Transfers

22.3.1 An administrative transfer may be initiated by the Human Resources Director or their designee and shall be based exclusively on the work related special needs of the City and/or welfare of the employees involved and will not be for punitive or capricious reasons.

22.3.2 In the event that circumstances require that an employee be transferred on an administrative basis, the employee and the Union shall be informed of the reason(s) in writing prior to such action and shall be afforded an opportunity to meet with the Human Resources Director regarding the proposed transfer.

22.3.3 For purposes of selecting which employee shall be administratively transferred in order to meet the needs of the City, the City shall consider the training, experience, competencies, length of service in the City, past evaluations, qualifications, and current classification of each employee considered. All things being relatively equal, the employee with the least City-wide seniority will be transferred.

22.3.4 If total time of service with the City for two (2) or more employees considered equal is the same, then, as between those employees, the transfer will be determined by a lottery.

### 22.4 Length of Service Defined

22.4.1 For the purpose of this Article, "length of service" means all hours in paid status including holiday, vacation, and paid leave, but does not include any hours compensated for overtime or standby, unpaid illness, unpaid industrial accident leave, or hours served as temporary or contract employee in classification other than the classification from which the employee is being transferred.

22.4.2 No seniority credit shall be earned during periods of separation from service with the City, including suspension without pay as a result of disciplinary action.

## ARTICLE 23: SAFETY

23.1 It is the City’s intention to provide the safest possible equipment and working conditions to the workforce of the City of Menlo Park. Toward that end, the City is committed to making the necessary expenditures to purchase this equipment.

23.2 The Union and the City agree to continue to participate in the City Safety Committee.

ARTICLE 24: CONTRACTING SERVICES

The City shall notify the Union at least sixty days in advance of the effective date of the proposed action to contract services and shall, upon request, meet and confer with the Union regarding the contracting out of any work to an independent contractor which results in the elimination of a filled bargaining unit position, layoff, or permanently reduces the hours worked by a member of the unit. This provision would also apply if a position was frozen and contract services used to fill the position for more than one annual budget cycle. This provision is not intended to expand upon or contract any rights or obligations already granted or imposed by law. This provision does not mean that the Union is agreeing in advance to anything other than to meet and confer.

ARTICLE 25: TERM OF AGREEMENT

This Agreement shall remain in full force and effect up to and including June 30, 2026, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no earlier than January 30 of any year, and no later than March 30 of any year, of its request to modify, amend, or terminate the Agreement. If the parties enter into subsequent meeting and conferring regarding a successor agreement, the terms and conditions of this Agreement shall remain in effect until a successor Agreement is reached, or until meeting and conferring is concluded.

The terms of this Agreement shall be effective upon the adoption of this Agreement by the City Council except as otherwise provided by specific sections of this Agreement.

Dated: \_\_\_\_\_

City of Menlo Park

Local 521, SEIU, CTW, CLC

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPENDIX "A"

CLASSIFICATIONS REPRESENTED BY  
LOCAL 521, SERVICE EMPLOYEES INTERNATIONAL UNION, CTW, CLC

ACCOUNTANT I  
ACCOUNTANT II  
ACCOUNTING ASSISTANT I  
ACCOUNTING ASSISTANT II  
ADMINISTRATIVE ASSISTANT  
ASSISTANT ENGINEER  
ASSISTANT PLANNER  
ASSISTANT TRANSPORTATION PLANNER  
ASSOCIATE CIVIL ENGINEER  
ASSOCIATE ENGINEER  
ASSOCIATE PLANNER  
ASSOCIATE TRANSPORTATION ENGINEER  
ASSOCIATE TRANSPORTATION PLANNER  
BUILDING CUSTODIAN  
BUILDING INSPECTOR I  
BUILDING INSPECTOR II  
CHILD CARE TEACHER I  
CHILD CARE TEACHER II  
CODE ENFORCEMENT OFFICER  
COMMUNICATIONS DISPATCHER  
COMMUNICATIONS TRAINING DISPATCHER  
COMMUNITY DEVELOPMENT TECHNICIAN  
COMMUNITY SERVICE OFFICER  
CONSTRUCTION INSPECTOR I  
CONSTRUCTION INSPECTOR II  
CONTRACTS SPECIALIST  
DEPUTY CITY CLERK  
ENGINEERING TECHNICIAN I  
ENGINEERING TECHNICIAN II  
ENTERPRISE APPLICATIONS SUPPORT SPECIALIST I  
ENTERPRISE APPLICATIONS SUPPORT SPECIALIST II  
EQUIPMENT MECHANIC  
EXECUTIVE ASSISTANT  
FACILITIES MAINTENANCE TECHNICIAN I  
FACILITIES MAINTENANCE TECHNICIAN II  
GIS ANALYST I  
GYMNASTICS INSTRUCTOR  
INFORMATION TECHNOLOGY SPECIALIST I  
INFORMATION TECHNOLOGY SPECIALIST II  
JUNIOR ENGINEER

Classifications  
Page 2

LIBRARIAN I  
LIBRARIAN II  
LIBRARY ASSISTANT I  
LIBRARY ASSISTANT II  
LIBRARY ASSISTANT III  
MAINTENANCE WORKER I  
MAINTENANCE WORKER II  
MANAGEMENT ANALYST I  
OFFICE ASSISTANT  
PARKING ENFORCEMENT OFFICER  
PERMIT TECHNICIAN  
PLAN CHECK ENGINEER  
PLANNING TECHNICIAN  
POLICE RECORDS SPECIALIST  
PROGRAM AIDE/DRIVER  
PROGRAM ASSISTANT  
PROJECT MANAGER  
PROPERTY AND COURT SPECIALIST  
SENIOR ACCOUNTING ASSISTANT  
SENIOR COMMUNICATIONS DISPATCHER  
SENIOR ENGINEERING TECHNICIAN  
SENIOR EQUIPMENT MECHANIC  
SENIOR FACILITIES MAINTENANCE TECHNICIAN  
SENIOR MAINTENANCE WORKER  
SENIOR OFFICE ASSISTANT  
SENIOR PLANNER  
SENIOR POLICE RECORDS SPECIALIST  
SENIOR PROGRAM ASSISTANT  
SENIOR SUSTAINABILITY SPECIALIST  
SENIOR TRANSPORTATION PLANNER  
SENIOR WATER SYSTEM OPERATOR  
SUSTAINABILITY SPECIALIST  
TRANSPORTATION DEMAND MANAGEMENT COORDINATOR  
WATER QUALITY SPECIALIST  
WATER SYSTEM OPERATOR I  
WATER SYSTEM OPERATOR II



APPENDIX "B"  
Pay Ranges - Effective 07/16/2023

Classification Title	Minimum (Step A)	Step B	Step C	Step D	Maximum (Step E)
Accountant I	\$ 87,734	\$ 92,122	\$ 96,728	\$ 101,565	\$ 106,643
Accountant II	\$ 96,095	\$ 100,637	\$ 105,385	\$ 110,453	\$ 115,717
Accounting Assistant I	\$ 62,216	\$ 65,165	\$ 68,174	\$ 71,359	\$ 74,661
Accounting Assistant II	\$ 68,174	\$ 71,359	\$ 74,661	\$ 78,150	\$ 81,818
Administrative Assistant	\$ 68,379	\$ 71,573	\$ 74,885	\$ 78,385	\$ 82,063
Assistant Engineer	\$ 105,817	\$ 110,859	\$ 116,160	\$ 121,705	\$ 127,503
Assistant Planner	\$ 95,875	\$ 100,383	\$ 105,195	\$ 110,208	\$ 115,473
Assistant Transportation Planner	\$ 95,875	\$ 100,383	\$ 105,195	\$ 110,208	\$ 115,473
Associate Civil Engineer	\$ 118,735	\$ 124,419	\$ 130,350	\$ 136,648	\$ 143,267
Associate Engineer	\$ 112,205	\$ 117,576	\$ 123,182	\$ 129,133	\$ 135,388
Associate Planner	\$ 105,195	\$ 110,208	\$ 115,473	\$ 120,998	\$ 126,789
Associate Transportation Engineer	\$ 124,419	\$ 130,350	\$ 136,648	\$ 143,267	\$ 150,209
Associate Transportation Planner	\$ 105,195	\$ 110,208	\$ 115,473	\$ 120,998	\$ 126,789
Building Custodian	\$ 62,154	\$ 65,100	\$ 68,106	\$ 71,288	\$ 74,587
Building Inspector I	\$ 92,657	\$ 97,113	\$ 101,742	\$ 106,606	\$ 111,696
Building Inspector II	\$ 101,923	\$ 106,824	\$ 111,916	\$ 117,266	\$ 122,866
Child Care Teacher I	\$ 55,614	\$ 58,136	\$ 60,769	\$ 63,538	\$ 66,544
Child Care Teacher II	\$ 62,154	\$ 65,100	\$ 68,106	\$ 71,288	\$ 74,587
Child Care Teacher's Aide	\$ 41,726	\$ 43,614	\$ 45,587	\$ 47,629	\$ 49,732
Code Enforcement Officer	\$ 87,678	\$ 91,822	\$ 96,153	\$ 100,778	\$ 105,581
Communications Dispatcher	\$ 94,924	\$ 99,411	\$ 104,101	\$ 109,107	\$ 114,307
Communications Training Dispatcher	\$ 99,626	\$ 104,325	\$ 109,342	\$ 114,554	\$ 120,031
Community Development Technician	\$ 74,567	\$ 78,019	\$ 81,665	\$ 85,496	\$ 89,514
Community Service Officer	\$ 72,907	\$ 76,336	\$ 79,871	\$ 83,662	\$ 87,678
Construction Inspector I	\$ 87,412	\$ 91,617	\$ 95,983	\$ 100,572	\$ 105,374
Construction Inspector II	\$ 96,153	\$ 100,778	\$ 105,581	\$ 110,629	\$ 115,911
Contracts Specialist	\$ 76,990	\$ 80,610	\$ 84,343	\$ 88,347	\$ 92,587
Deputy City Clerk	\$ 79,862	\$ 83,662	\$ 87,678	\$ 91,822	\$ 96,153
Engineering Technician I	\$ 80,152	\$ 83,864	\$ 87,845	\$ 92,061	\$ 96,413
Engineering Technician II	\$ 89,855	\$ 94,082	\$ 98,506	\$ 103,229	\$ 108,148
Enterprise Applications Support Specialist I	\$ 94,840	\$ 99,582	\$ 104,561	\$ 109,789	\$ 115,279
Enterprise Applications Support Specialist II	\$ 105,192	\$ 110,250	\$ 115,505	\$ 121,028	\$ 126,807
Equipment Mechanic	\$ 79,862	\$ 83,662	\$ 87,678	\$ 91,822	\$ 96,153
Executive Assistant	\$ 78,073	\$ 81,736	\$ 85,576	\$ 89,602	\$ 93,816
Facilities Maintenance Technician I	\$ 66,544	\$ 69,608	\$ 72,907	\$ 76,336	\$ 79,871
Facilities Maintenance Technician II	\$ 72,907	\$ 76,336	\$ 79,871	\$ 83,662	\$ 87,678
GIS Analyst I	\$ 92,043	\$ 96,646	\$ 101,479	\$ 106,553	\$ 111,881
Gymnastics Instructor	\$ 44,525	\$ 46,539	\$ 48,641	\$ 50,812	\$ 53,148
Information Technology Specialist I	\$ 77,815	\$ 81,707	\$ 85,792	\$ 90,083	\$ 94,588
Information Technology Specialist II	\$ 86,460	\$ 90,523	\$ 94,781	\$ 99,238	\$ 103,997
Junior Engineer	\$ 85,362	\$ 89,630	\$ 94,112	\$ 98,818	\$ 103,759
Librarian I	\$ 74,587	\$ 78,073	\$ 81,736	\$ 85,576	\$ 89,602
Librarian II	\$ 83,662	\$ 87,678	\$ 91,822	\$ 96,153	\$ 100,778
Library Assistant I	\$ 58,136	\$ 60,769	\$ 63,538	\$ 66,544	\$ 69,608
Library Assistant II	\$ 63,538	\$ 66,544	\$ 69,515	\$ 72,907	\$ 76,336
Library Assistant III	\$ 69,515	\$ 72,907	\$ 76,336	\$ 79,871	\$ 83,577
Maintenance Worker I	\$ 63,538	\$ 66,544	\$ 69,515	\$ 72,907	\$ 76,336

APPENDIX "B"  
Pay Ranges - Effective 07/16/2023

Classification Title	Minimum (Step A)	Step B	Step C	Step D	Maximum (Step E)
Maintenance Worker II	\$ 69,515	\$ 72,907	\$ 76,336	\$ 79,871	\$ 83,662
Management Analyst I	\$ 92,043	\$ 96,646	\$ 101,479	\$ 106,553	\$ 111,881
Office Assistant	\$ 57,097	\$ 59,701	\$ 62,403	\$ 65,360	\$ 68,379
Parking Enforcement Officer	\$ 63,538	\$ 66,544	\$ 69,515	\$ 72,907	\$ 76,336
Permit Technician	\$ 74,567	\$ 78,018	\$ 81,665	\$ 85,496	\$ 89,513
Planning Technician	\$ 85,496	\$ 89,513	\$ 93,724	\$ 98,131	\$ 102,836
Police Records Specialist	\$ 69,515	\$ 72,907	\$ 76,336	\$ 79,871	\$ 83,662
Program Aide/Driver	\$ 39,920	\$ 41,726	\$ 43,614	\$ 45,587	\$ 47,629
Program Assistant	\$ 58,577	\$ 61,247	\$ 64,018	\$ 67,053	\$ 70,149
Project Manager	\$ 112,205	\$ 117,576	\$ 123,182	\$ 129,133	\$ 135,388
Property and Court Specialist	\$ 75,094	\$ 78,626	\$ 82,267	\$ 86,171	\$ 90,308
Senior Accounting Assistant	\$ 74,991	\$ 78,495	\$ 82,127	\$ 85,965	\$ 89,999
Senior Communications Dispatcher	\$ 106,207	\$ 111,314	\$ 116,620	\$ 122,196	\$ 128,029
Senior Engineering Technician	\$ 96,413	\$ 100,962	\$ 105,817	\$ 110,859	\$ 116,160
Senior Equipment Mechanic	\$ 87,868	\$ 92,155	\$ 96,489	\$ 100,958	\$ 105,749
Senior Facilities Maintenance Technician	\$ 79,862	\$ 83,662	\$ 87,678	\$ 91,822	\$ 96,153
Senior Office Assistant	\$ 62,403	\$ 65,360	\$ 68,379	\$ 71,573	\$ 74,885
Senior Planner	\$ 115,473	\$ 120,998	\$ 126,789	\$ 132,833	\$ 139,250
Senior Police Records Specialist	\$ 72,907	\$ 76,336	\$ 79,871	\$ 83,662	\$ 87,678
Senior Program Assistant	\$ 69,066	\$ 72,294	\$ 75,687	\$ 79,242	\$ 82,971
Senior Sustainability Specialist	\$ 86,614	\$ 90,757	\$ 95,101	\$ 99,635	\$ 104,448
Senior Transportation Planner	\$ 115,473	\$ 120,998	\$ 126,789	\$ 132,833	\$ 139,250
Senior Water System Operator	\$ 81,945	\$ 85,738	\$ 89,745	\$ 93,956	\$ 98,369
Sustainability Specialist	\$ 74,587	\$ 78,073	\$ 81,736	\$ 85,576	\$ 89,602
Transportation Demand Management Coord.	\$ 98,314	\$ 102,997	\$ 107,919	\$ 113,082	\$ 118,494
Water Quality Specialist	\$ 85,576	\$ 89,602	\$ 93,816	\$ 98,314	\$ 102,997
Water System Operator I	\$ 68,090	\$ 71,141	\$ 74,296	\$ 77,967	\$ 81,596
Water System Operator II	\$ 74,495	\$ 77,944	\$ 81,586	\$ 85,414	\$ 89,427

## APPENDIX "C"

### Menlo Park Labor Management Committee

#### GOAL

The Union and Management have a sincere desire to maintain and improve their progressive, mature and cooperative labor relations/personnel relationship throughout the length of the contract.

#### MEETINGS

In order to facilitate this, the parties agree to meet as necessary to discuss work and personnel/labor relations related issues of interest to either the employees or management. These meetings shall not replace informal grievance meetings nor the responsibilities of the parties to meet and confer pursuant to the law and the agreement. However topics may include preliminary discussions of matters which may later develop into more formal concerns to be dealt with in official forums.

#### PARTICULARS

In attendance will be representatives from the City of Menlo Park, as determined by the issues to be discussed. A Union staff person and three members selected by the union shall represent the employees. Additional department heads, members or consultants may be included as necessary.

Agenda shall be set in advance and mutually agreed to except that there shall be a regular item for either party to confirm or dispel rumors in labor relations/personnel topics since the last meeting.

Additional meetings may be set with mutual agreement.

Minutes shall be taken with each side alternately taking responsibility for taking and reproducing them. Confidential personal issues shall be discussed off the record and summarized in the minutes.

#### CALPERS LABOR MANAGEMENT COMMITTEE

Effective for the term of this agreement, the City and Union agree to the establishment of a Labor Management Committee (LMC) to serve as an advisory committee and to facilitate employee education and involvement in issues regarding CalPERS retirement benefits, including but not limited to, potential future costs increases and the impacts of said cost increases to the financial stability of the City.

The City and the Union shall each select their own representatives and in equal number, with no more than three (3) on each side. Each side is encouraged to propose issues for discussion, and the committee will jointly set priorities. Decision making within this forum will be by consensus. The LMC will set up regular meetings to occur not less than once per quarter and a means for calling additional meetings to handle issues on an ad hoc basis.

The LMC is not authorized to meet and confer or create contractual obligations nor are they to change the MOU to authorize any practice in conflict with existing contracts or rules.

#### STATE DISABILITY INSURANCE LABOR MANAGEMENT COMMITTEE (SDI-LMC)

Effective for the term of this agreement, the City and Union agree to the establishment of a Labor Management Committee to explore the possibility of the City enrolling employees into the California State Disability Insurance program (SDI-LMC). The SDI-LMC shall evaluate the benefits of enrolling employees in CSDI and consider the benefits of different payment structures (e.g., City contributions versus employee contributions) and will make recommendations on these issues.

The City and Union shall each select their own representatives in equal number, with no more than three (3) on each side. The SDI-LMC is not authorized to meet and confer or create contractual obligations nor are they to change the MOU to authorize any practice in conflict with existing contracts or rules.

The City and Union will consider the recommendations of the SDI-LMC and will meet and confer over those recommendations, but neither will be under any obligation with regard to the SDI-LMC's recommendations.

#### SPECIAL LABOR MANAGEMENT SUB-COMMITTEES

Effective for the term of this agreement, the City and Union agree to the use of a special Labor Management Sub-Committee to serve as an advisory committee and to facilitate employee education and involvement regarding the performance appraisal program and the City of Menlo Park Dental and Vision Plan.

The City and the Union shall each select their own representatives and in equal number, with no more than two (2) on each side. The sub-committee will jointly set priorities. Decision making within this forum will be by consensus. The sub-committee will set up regular meetings to occur not less than once per quarter.

The LMC is not authorized to meet and confer or create contractual obligations nor are they to change the MOU to authorize any practice in conflict with existing contracts or rules.

## APPENDIX “D”

### ANNUAL VACATION LEAVE CASHOUT

#### PURPOSE

To establish a streamlined policy and procedure for eligible employees to receive the cash value of Vacation upon “selling” that Vacation time back to the City, otherwise known as the “Cashout” of Vacation accruals.

#### SCOPE

The Vacation “Cashout” program is available to all eligible employees represented by the Service Employees International Union (SEIU).

#### POLICY

Eligibility for participating in “Cashout” shall be determined by the following:

1. Employees must be Fulltime or Part-time with benefits.
2. Employees must have taken at least twenty-four (24) hours of Vacation Leave and/or Compensatory Time in the twelve (12) months immediately preceding the request for “Cashout” to be eligible to “Cashout” up to eighty (80) hours of Vacation. Employees must have taken at least forty (40) hours of Vacation Leave and/or Compensatory Time in the twelve (12) months immediately preceding the request for “Cashout” to be eligible to “Cashout” up to one hundred twenty (120) hours of Vacation.
3. Employee must pre-elect the number of Vacation Leave hours they will “Cashout” during the following calendar year up to maximum of 120 hours, prior to the start of that calendar year. The election will apply only to Vacation Leave hours accrued in the next tax year and eligible for “Cashout”.
4. The election to “Cashout” Vacation Leave hours in each designated year will be irrevocable. This means that employees who elect to “Cashout” Vacation Leave hours must cash out the number of accrued hours pre-designated on the election form provided by the City.
5. Employees who do not pre-designate or decline a “Cashout” amount by the annual deadline established by the City will be deemed to have waived the right to “Cashout” any leave in the following tax year and will not be eligible to “Cashout” Vacation Leave hours in the next tax year.
6. Employees who pre-designate “Cashout” amounts may request a “Cashout” at any time in the designated tax year by submitting a “Cashout” Request Form to Payroll. Payroll will complete the “Cashout” upon request, provided the requested “Cashout” amount has accrued and is consistent with the amount the employee pre-designated. If the full amount of hours

Annual Vacation Leave Cashout  
Page 2

designated for cash out is not available at the time of “Cashout” request, the maximum available will be paid.

7. For employees who have not requested payment of the elected “Cashout” amount by November 1 of each Calendar Year, Payroll will automatically “Cashout” the pre-designated amount in a paycheck issued on or after the payroll date including November 1.

PROCEDURES

Employee:	<ol style="list-style-type: none"><li>1. Verify eligibility for participation.</li><li>2. Complete the “Cashout” Election Form and submit to Human Resources Division prior to the annual deadline.</li></ol>
Human Resources Division:	<ol style="list-style-type: none"><li>1. Communicate list of Employee elections to Finance/Payroll Division.</li></ol>
Finance Department/Payroll Division:	<ol style="list-style-type: none"><li>1. Verify eligibility for “Cashout” when requested by confirming election and available annual accruals.</li><li>2. Process payment for cash value of “Cashout” requests minus withholdings required by State and IRS, to be distributed with regular payroll check in the next available payroll cycle.</li><li>3. Adjust employee records to deduct Vacation Leave time paid off from available accruals.</li></ol>

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**LOCAL 521**  
**SERVICE EMPLOYEES INTERNATIONAL UNION,**  
**CTW, CLC**  
**AND**  
**THE CITY OF MENLO PARK**



July 11, 2021-2023 – June 30, 20262023

TABLE OF CONTENTS

	Page
PREAMBLE .....	1
ARTICLE 1: RECOGNITION .....	1
ARTICLE 2: UNION SECURITY .....	<u>22</u>
ARTICLE 3: REPRESENTATION.....	<u>65</u>
ARTICLE 4: DEFINITIONS.....	<u>75</u>
ARTICLE 5: LAYOFF AND RE-EMPLOYMENT .....	<u>76</u>
ARTICLE 6: PERSONNEL ACTIONS .....	<u>119</u>
6.1: Probation .....	<u>119</u>
6.2: Performance Evaluation .....	<u>1211</u>
6.3: Performance Improvement Plans .....	<u>1311</u>
6.4: Personnel Files .....	<u>1312</u>
6.5: Promotional Opportunities .....	<u>1413</u>
6.6: Reclassification .....	<u>1413</u>
6.7: Flexible Staffing.....	<u>1514</u>
ARTICLE 7: PAY RATES AND PRACTICES.....	<u>1615</u>
7.1: Overall Wage Adjustments .....	<u>1615</u>
7.2: Step Increases.....	<u>1816</u>
7.3: Application of Rates.....	<u>1916</u>
7.4: Effect of Promotion, Demotion or Transfer on Salaries .....	<u>1916</u>
7.5: Bilingual Differential .....	<u>2017</u>
7.6: Call Back Pay .....	<u>2018</u>
7.7: Standby Pay.....	<u>2118</u>
7.8: Rest Period Following Emergency Work .....	<u>2118</u>
7.9: Working Out of Classification .....	<u>2119</u>
7.10: Night and Weekend Differential .....	<u>2219</u>
7.11: Court Appearances .....	<u>2219</u>
ARTICLE 8: HOURS AND OVERTIME.....	<u>2320</u>
ARTICLE 9: UNIFORMS.....	<u>2522</u>
ARTICLE 10: HOLIDAYS .....	<u>2723</u>
ARTICLE 11: VACATIONS .....	<u>3127</u>
ARTICLE 12: LEAVE PROVISIONS.....	<u>3228</u>
12.1: Sick Leave.....	<u>3228</u>
12.2: Long Term Disability.....	<u>3531</u>
12.3: Personal Business Leave .....	<u>3632</u>
12.4: Leave Without Pay .....	<u>3632</u>
12.5: Jury Duty and Subpoenas.....	<u>3733</u>
12.6: Military Leave.....	<u>3733</u>
12.7: Bereavement Leave.....	<u>3734</u>
12.8: Maternity and Parental Leave .....	<u>3834</u>
12.9: Miscellaneous Leave Provisions .....	<u>3834</u>
12.10: Educational Leave and Tuition Reimbursement .....	<u>3935</u>
ARTICLE 13: BENEFIT PROGRAMS .....	<u>4036</u>
ARTICLE 14: RETIREMENT .....	<u>4339</u>
ARTICLE 15: GRIEVANCE PROCEDURE.....	<u>4440</u>



ARTICLE 16: EFFECT ON EXISTING PRACTICES .....	<u>4945</u>
ARTICLE 17: NONDISCRIMINATION.....	<u>5046</u>
ARTICLE 18: MANAGEMENT RIGHTS .....	<u>5046</u>
ARTICLE 19: CONCERTED ACTIVITIES.....	<u>5247</u>
ARTICLE 20: SEPARABILITY .....	<u>5348</u>
ARTICLE 21: DISCIPLINARY ACTION.....	<u>5348</u>
ARTICLE 22: TRANSFER.....	<u>5449</u>
ARTICLE 23: SAFETY .....	<u>5651</u>
ARTICLE 24: CONTRACTING SERVICES.....	<u>5651</u>
ARTICLE 25: TERM OF AGREEMENT.....	<u>5652</u>
APPENDIX A: CLASSIFICATIONS .....	<u>5753</u>
APPENDIX B: PAY RANGES .....	<u>6055</u>
APPENDIX C: LABOR/MANAGEMENT COMMITTEE.....	<u>6256</u>
APPENDIX D: FMLA/CFRA NOTICE .....	<u>6458</u>
APPENDIX E: VACATION CASHOUT POLICY AND PROCEDURES .....	<u>6760</u>

## PREAMBLE

This Memorandum of Understanding is entered into by and between Service Employees' International Union, Local 521, CTW, CLC (hereinafter "Union") and the City of Menlo Park (hereinafter "City"). This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3510) and has been jointly prepared by the parties.

## ARTICLE 1: RECOGNITION

- 1.1 The Union is recognized as the exclusive representative for the classifications of City ~~worker~~employees as listed in Appendix "A" to this Agreement. Nothing herein shall be construed to discriminate against any individual who chooses to exercise ~~his/her~~their right of self-representation under Section 3502 of the Government Code.
- 1.2 Each newly established job classification shall be assigned to an appropriate representation unit by the Human Resources Director, after consultation with recognized employee organizations, if they find that there is an appropriate unit to which such job classifications may be assigned. An employee organization may appeal in writing from such assignment to the Human Resources Director within thirty (30) calendar days of said determination. If the Union is unsatisfied with the results of said appeal, the Union may invoke impasse procedures in accordance with Government Code 3500.

In general the City shall adhere to objectives which require that the appropriate unit shall be the broadest feasible grouping of positions that share an identifiable community of interests. Factors to be considered may include:

- a. Similarity of the general kinds of work performed, types of qualifications required and the general working conditions.
- b. History of representation in the City and similar environment.
- c. Consistency with the organizational patterns of the City of Menlo Park.
- d. Number of employees and classifications, and the effect on the administration of employer-employee relations created by the fragmentation of classifications and proliferation of units.
- e. Effect on the classification structure and impact on the stability of employer-employee relationship of dividing single or related classifications among two or more units.

## ARTICLE 2: UNION SECURITY

### 2.1 Agency Shop

2.1.1 Duty of Fair Representation. The Union, as the exclusive representative, has the duty to provide fair and non-discriminatory representation to all workersemployees covered by this Memorandum of Understanding, regardless of whether they are members of the Union.

2.1.2 Union Dues/Voluntary Deduction: A Bargaining Unit employee may at any time execute a payroll deduction authorization form (“Deduction Authorization Form”) (including any Union dues, COPE contributions, or other deductions permitted by law) as furnished by the Union.

2.1.3 The Union will be custodian of records for such Deduction Authorization Form (“Authorization”) and will provide the City with a Certification that it has and will maintain an Authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made. The Union shall not be required to provide the City a copy of the Authorization unless a dispute arises about the existence or terms of the Authorization. However, the Union will provide the City with adequate information in the Certification document for each employee to allow the City to identify the appropriate level of deductions.

The City shall begin deductions in the amount prescribed by the Union in the first full payroll period after receipt of written Certification. The City shall transmit such payment to the Union through electronic funds transfer no later than thirty (30) days after the deduction from the employee’s earnings occurs.

2.1.4 The City shall direct employee requests to cancel or change deductions to the Union and shall rely on information provided by the Union regarding whether deductions were properly canceled or changed.

~~Implementation. Effective March 11, 2001, all unit members, as a condition of initial and continued employment, for the duration of this Agreement, shall either (a) become a member of the Union, or (b) pay a service fee to the Union in lieu of membership, or (c) claim religious exemption as a member of a bona-fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations, as provided in Section 3502.5(e) of the Government Code.~~

~~When a person is hired in any of the covered job classifications, the City shall notify that person that the Union is the recognized bargaining representative for the worker’s representation unit, that the Union and the City have entered into an Agency shop agreement requiring payment listed above as a condition of employment, provide an enrollment card (furnished by the Union) and give the~~

~~worker a current copy of the Memorandum of Understanding-~~

~~Workers shall be free to become a member of the Union or to refrain from becoming a member of the Union. Workers who voluntarily become Union members shall maintain their membership in the Union for the duration of this Memorandum of Understanding, provided, however, that workers may resign Union membership during the first five business days of September of the final year of the Memorandum of Understanding, by notifying the Union and the Personnel Division in writing by registered mail, postmarked within the withdrawal period.~~

~~If an individual employee becomes delinquent in paying fees required under this Section due to a clerical error or the fact that the employee was not paid by the City during the pay period, the City shall not be responsible for paying such fees. However, once the City has been notified of the error, the City will make the correction within that pay period. In cases where a worker is not paid for a portion of the pay period and their salary is insufficient to cover part or all of the withholding of union dues or service fees, or their statutory withholding obligations exceed the withholding of union dues or service fees, there shall be no withholding. All legal, statutory and required deductions shall have priority over fees.~~

2.1.5 Each regular pay period, the City shall provide the Union with a list of the names, addresses, classifications, and membership status of all unit ~~worker~~employees except those who file written notice with the Personnel Division objecting to the release of addresses, in which case information will be transmitted without address. Once a month, the City shall supply the Union with a list of representation unit new hires, terminations and retirements that occurred during the previous month.

2.1.6 Within 30 days of the date of hire, the City will provide the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer, and home address of each newly hired bargaining unit employee. However, if any employee files a written notice with the Personnel Division objecting to the release of home phone, personal cell phone, personal e-mail address, or home address, the list will be provided without that information.

The City will provide the foregoing information for all bargaining unit employees every four (4) months.

2.1.7 The Union shall indemnify and hold the City, its officers and employees, harmless from any and all claims of any nature whatsoever, and against any claim or suit instituted against or involving the City arising from the execution of the City's obligations contained in this Article or from the use of the monies

remitted to the Union, including the costs of defending against such actions or claims.

~~2.1.3 — Dues Deduction. The City will deduct Union membership dues, agency fees, insurance fees, and any other mutually agreed upon payroll deduction from the biweekly pay of the worker, effective with the first pay period the worker is employed, subject to the provisions contained in Section 2.1.2. The worker must authorize deduction of membership dues in writing on an enrollment card acceptable to the City and the Union. In cases where an enrollment card has not been returned, the mandatory service fee shall be deducted from the biweekly pay of the worker. The City shall remit the deducted dues and other fees to the Union as soon as possible after deduction. The membership status report and dues deduction report shall be electronically transmitted to the Union via e-mail or other mutually agreeable method.~~

~~In cases where, for whatever reason, (e.g., the City being enjoined from collecting dues or service fees), a worker is delinquent in the payment of such dues or service fees, the Union shall utilize the judicial process to compel payment.~~

~~2.1.4 — Establishment of Service Fee. The Union shall demonstrate to the City that it has complied with applicable law by (a) having disseminated to the bargaining unit adequate information about its expenditures for the preceding fiscal year, including information regarding its “chargeable” and “nonchargeable” activities in the prior fiscal year, broken down in adequate and reasonable detail between the chargeable and nonchargeable activities; (b) having established a full, fair and prompt procedure whereby objecting nonmembers are able to challenge allegedly objectionable expenditures; and (c) having established a procedure for escrowing the amount reasonably in dispute in connection with any challenge by an objecting non-member. The Union shall demonstrate its compliance with this Section before implementation of agency shop provisions, and on an annual basis thereafter.~~

~~2.1.5 — Religious Exemption. Any worker occupying a position covered by this Memorandum of Understanding, who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting a public employee organization will, upon presentation of a written declaration to the Union and the City of active membership, notarized by an official representative of such religion, body or sect, be permitted to make a charitable contribution to one of the charities available through payroll deduction, equal to the service fee in lieu of Union membership or service fee payment.~~

~~The Union will have thirty days after receipt of a declaration of religious exemption to challenge any exemption that the City grants. If challenged, the deduction to the charity of the employee’s choice will commence but will be~~

~~held in escrow pending resolution of the challenge. Charitable contributions will be by regular payroll deduction only. For purposes of this Section, charitable deduction means a contribution to a non-religious, non-labor charitable organization available through the City's United Way or Combined Health Agencies payroll deduction slot, exempt from taxation under Section 501 of the IRS Code.~~

~~2.1.6 — Financial Reports. The Union shall comply with Government Code §3502.5(d), which addresses the financial reporting requirements to agencies with negotiated agency shop provisions.~~

2.2 New Employee Orientation

On a monthly basis, the Department of Human Resources will provide a list of new employees hired into the SEIU bargaining unit. SEIU will be permitted thirty (30) minutes to make a presentation to these new employees. Human Resources will not attend the Union's presentation.

SEIU and Human Resources will coordinate a time for the monthly orientation. Human Resources will coordinate a meeting location for the Union Presentation and will notify new employees and supervisors of the time and location of the Union orientation. Employees will be provided thirty (30) minutes release time to attend the Union orientation. If an employee is unable to attend the Union orientation, they will be permitted release time to attend the next Union orientation meeting. However, employees will be provided no more than thirty (30) minutes of release time in total for the Union Orientation.

2.3 Except in cases of emergency, the Union shall be informed sufficiently in advance in writing by Management before any proposed changes not covered by this Memorandum of Understanding are made in benefits, working conditions, or other terms and conditions of employment which require the meet and confer or meet and consult process.

~~2.3 — C.O.P.E. Checkoff. All workers who choose to do so may request an additional deduction from their paychecks to be forwarded to the Union and accounted for in a separate notation. Such additional deduction shall be used for political campaign purposes and shall be totally voluntary. The C.O.P.E. checkoff report shall be electronically transmitted to the Union via e-mail or other mutually agreeable method.~~

2.4 Bulletin Boards. The City shall furnish and maintain bulletin board space for use by the Union of a size and location mutually agreeable to the City and the Union. The bulletin board space provided shall be clearly identified as Union bulletin board space. The board may be used for the following subjects:

- (a) Information on Union elections, reports, newsletters and notices;

- (b) Reports of official business of the Union, including reports of committees or the governing boards thereof;
- (c) Scheduled membership benefits, programs and promotions;
- (d) Any other written material pertaining to the official business of the Union, the Santa Clara County or San Mateo County Central Labor Council or the Committee on Political Education (COPE).

ARTICLE 3: REPRESENTATION

3.1 It is agreed that, as long as there is no disruption of work, five (5) Union representatives shall be allowed reasonable release time away from their work duties, without loss of pay, to act in representing a unit ~~worker~~employee or ~~workers~~employees on grievances or matters requiring representation. The Union shall designate the five (5) representatives under this section. The Union shall notify the City in writing of the names of the officers and representatives. Upon request, the City may approve release time for other bargaining unit members to represent a unit ~~worker~~employee or ~~workers~~employees under this Section. Only one (1) representative shall be entitled to release time under this section for any one (1) grievance or group of related grievances. Subject to the provisions of Section 3.2, release time shall be granted for the following types of activities:

3.1.1 A meeting of the representative and ~~a worker~~an employee or ~~workers~~employees in the unit related to a grievance.

3.1.2 A meeting with Management

3.2 The Union agrees that the representative shall give advance notification to ~~his/her~~their supervisor before leaving the work location except in those cases involving emergencies where advance notice cannot be given. Release time is subject to the legitimate scheduling needs of the department.

3.3 Seven (7) Union representatives who are City employees, up to a maximum of two (2) employees from any department, shall be allowed a reasonable amount of time off without loss of pay for formal negotiation purposes. Preparation time for negotiations shall not be on release time without approval of the Human Resources Director. The Chapter Chair will not count towards the seven (7) total released employees or the maximum number of released employees from ~~his or her~~their department.

3.4 Nine (9) Union representatives, up to a maximum of two (2) employees from any department, shall be allocated up to one (1) hour per month time off without loss of pay for purposes of attending monthly Stewards' meetings. ~~Workers~~Employees shall normally be allowed to adjust their lunch period adjacent to this time.

## ARTICLE 4: DEFINITIONS

### 4.1 Definitions

4.1.1 A “temporary” or “contract” employee is ~~a worker~~ an employee employed for a definite term of up to six months, although such temporary employee may be held over for up to three (3) additional months when the temporary employee is filling a vacancy created by leave without pay and the leave is extended beyond the initial fixed period.

A student intern may also be considered a temporary employee, provided ~~he/she is~~ they are not otherwise eligible for inclusion in the bargaining unit under the criteria listed in Article 1.

Recreation leaders and other recreation ~~worker~~ employees who commonly perform work at a level below a Recreation Supervisor may remain temporarily employed indefinitely. A temporary employee is not eligible for benefits provided in this agreement.

4.1.2 A “provisional” employee is ~~a worker~~ an employee employed for a definite term of more than six (6) months, although such provisional employee may be held over beyond the initial term of employment as specified in Section 12.4.1. A provisional employee shall be employed and treated in all respects for the entire term of employment as a provisional employee, the same as a probationary employee.

4.1.3 A “probationary” employee is ~~a worker~~ an employee who has not yet completed the probationary period, or any extension(s) thereof, as provided in this Agreement. A probationary employee is eligible for benefits provided in this Agreement, except as limited by Sections 6.1.5 and 6.1.8 of this Agreement.

4.1.4 A “permanent” employee is ~~a worker~~ an employee who has satisfactorily completed the probationary period, or any extension(s) thereof. A permanent employee is eligible for benefits provided in this Agreement.

## ARTICLE 5: LAYOFF AND RE-EMPLOYMENT

### 5.1 Layoff

5.1.1 Whenever in the judgment of the City Council it becomes necessary in the interests of economy or because the position no longer exists, the City Council may abolish any position or employment in the competitive service, or may reduce the hours of any position. The decision to abolish a position or reduce



the hours of any position shall not be subject to the grievance procedure contained in this Agreement.

- 5.1.2 It is agreed between the parties that attrition is the preferred method of accomplishing any necessary reduction in the work force.
- 5.1.3 If a permanent reduction of hours is proposed for a particular classified position, the incumbent has the right to exercise any and all of the rights set forth in this Article. The incumbent may also choose to be laid off and receive the benefits contained in this article.

## 5.2 Notification of Layoff

- 5.2.1 ~~Workers~~Employees being laid off shall be given written notice from the City's Personnel Officer at least forty-five (45) calendar days prior to the effective dates of layoff. The layoff notice shall contain a statement of the effective date of layoff, a statement of "bumping rights" including the specific positions into which the ~~worker~~employee may bump, and a statement of re-employment rights. Notice of layoff shall be given by personal service and the ~~worker~~employee shall sign an acknowledgment of personal service; or by certified mail, return receipt, postage prepaid. The Union shall receive concurrent notice of individual layoff notices.
- 5.2.2 Upon request, the Union shall be afforded an opportunity to meet with the City to discuss the circumstances requiring the layoff and any proposed alternatives.

## 5.3 Seniority

- 5.3.1. For the limited purposes of this Article 5, "length of service" means all hours in paid status including holiday, vacation, and paid leave, but does not include any hours compensated for overtime or standby, unpaid illness, unpaid industrial accident leave, or hours served as a temporary or contract employee in classifications other than the classification in which the ~~worker~~employee is being laid off.
- 5.3.2 In the event ~~a worker~~an employee reverts to a previously held classification, seniority shall include all time accrued previously in the lower classification, as well as all time accrued in the higher classification.
- 5.3.3 No seniority credit shall be earned during periods of separation from service with the City, including suspension without pay as a result of disciplinary action.

## 5.4 Order of Layoff

- 5.4.1 All temporary employees in a particular classification will be laid off before any provisional, probationary or permanent employee in the classification.
- 5.4.2 All provisional employees in a particular classification will be laid off before any probationary or permanent employee in the classification.
- 5.4.3 All probationary employees in a particular classification will be laid off before any permanent employee in the classification.

## 5.5 Layoff Procedures

- 5.5.1 Except as otherwise provided, layoffs will be made in reverse order of seniority. The ~~worker~~employees with the least time served in a classification shall be laid off first, with ensuing layoffs occurring in reverse order of length of service in the classification. If two ~~worker~~employees have served the same time in the classification, then as between those two ~~worker~~employees, the layoff will be based on total time of service with the City. If total time of service with the City is the same, then, as between those two ~~worker~~employees, the layoff will be determined by a lottery.

## 5.6 Bumping Rights

- 5.6.1 A permanent employee who is designated for layoff, including ~~a worker~~an ~~employee~~ on probation following reclassification, transfer, or promotion from a permanent position, may elect, in lieu of layoff, to be reassigned to a position in a lateral or lower related classification within ~~his/her~~their department, or another department, provided that in order to displace the ~~worker~~employee with less service the laid off ~~worker~~employee must have held permanent status in the classification into which ~~he/she is~~they are bumping.
- 5.6.2 When a senior employee chooses to bump into a position in a lateral or lower, related classification, said ~~worker~~employee must accept the salary, hours, and working conditions of the position to which return is requested.
- 5.6.3 A bargaining unit ~~worker~~employee requesting to bump into a classification as provided herein, must make such request to the Personnel Officer in writing within seven (7) calendar days of ~~his/her~~their receipt of written notice of layoff. Failure to comply with the deadline provided herein shall be deemed a waiver of the bumping rights provided in this Section 5.6.
- 5.6.4 Nothing herein shall preclude bumping between AFSCME and this bargaining unit.

## 5.7 Re-employment

- 5.7.1 The names of ~~workers~~employees laid off shall be placed on a re-employment list in inverse order of seniority for a period of two (2) years from the date of layoff. The ~~worker~~employee with the greatest seniority on the re-employment list shall be offered reinstatement when a vacancy occurs in a classification in which the ~~worker~~employee held permanent status.
- 5.7.2 A laid off ~~worker~~employee may refuse an offer of re-employment to a position for which ~~he/she is~~they are qualified, however, refusal of two (2) offers of re-employment to the classification from which laid off shall automatically cause removal of the ~~worker~~employee's name from the re-employment list and loss of any re-employment rights.
- 5.7.3 Any ~~worker~~employee who accepts an offer of re-employment shall have ~~his/her~~their name removed from the re-employment list.
- 5.7.4 ~~A worker~~An employee who has been laid off and has been placed on a re-employment list shall be eligible, during the time the ~~worker~~employee is on the re-employment list, to take promotional exams.
- 5.7.5 Offers of re-employment shall be made via the U.S. Mail Service, Certified Return Receipt, and shall include the specific position and/or hours being offered, the rate of pay, level of benefits, a current job description, a mechanism for acceptance or refusal of the offer of re-employment within the prescribed time limit, and a place for the laid off ~~worker~~employee's signature. Failure to respond within ten (10) days from the date of service of offer of re-employment shall be deemed a refusal of that offer of re-employment.

The Union shall receive concurrent notice of each re-employment offer. Date of service is defined as the date marked on the certified mail return card, or the date the notice is returned by the postal service as undeliverable.

## 5.8 Miscellaneous Provisions

- 5.8.1 For the limited purpose of Article 5, permanent employees, including ~~workers~~employees on probation following reclassification, re-employment, reinstatement, transfer, promotion, or demotion from a permanent position who are laid off shall be entitled to one (1) month severance pay and three (3) months of paid health insurance.
- 5.8.2 ~~Workers~~Employees appointed from a re-employment eligibility list shall have all rights accrued at the time of layoff restored including accrued sick leave, rate of vacation accrual and seniority, but excluding benefits to the extent compensation therefore has been received prior to re-employment. Severance pay, if any, shall not be repaid.

## ARTICLE 6: PERSONNEL ACTIONS

### 6.1 Probation

- 6.1.1 The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing the ~~worker~~employee's work, for securing the most effective adjustment of a new ~~worker~~employee to a prospective position, and for rejecting any probationary ~~worker~~employee whose performance is not satisfactory.
- 6.1.2 During the seventh pay period following employment, the ~~worker~~employee shall receive a performance evaluation. Human Resources shall send a reminder notice of this deadline to the appropriate supervisor, with copies to the ~~worker~~employee and City Manager.
- 6.1.3 All original appointments shall be subject to a probationary period of twelve (12) months for unit members. All promotional appointments shall be subject to a probationary period of six (6) months except for Police Department Communications Officers, who shall be subject to a probationary period of twelve (12) months. The Human Resources Director may, based upon the recommendation of the ~~worker~~employee's supervisor, extend the probationary period not to exceed six (6) months if the ~~worker~~employee marginally performed the necessary job functions and needs an additional six (6) months to bring performance to a satisfactory level. Total cumulative absences of two (2) weeks or more shall extend the review period by the corresponding duration of the absence.
- 6.1.4 At least one month prior to permanent appointment the City shall begin to review the work of the probationary employee to determine the following:
- a. certify ~~him~~/~~her~~them for the position;  
or
  - b. extend the probation;  
or
  - c. reject ~~him~~/~~her~~them for the position.

The City shall take action on this determination by the last day of the probation period by notifying the ~~worker~~employee in writing. If the notification is delayed by more than five working days following the last day of probation, the ~~worker~~employee shall become permanent.

- 6.1.5 If the service of a probationary employee is unsatisfactory, the ~~worker~~employee will be notified in writing that ~~he/she has~~they have been rejected for the permanent position. Said notice shall contain the reasons for rejection. The Human Resources Director shall, upon request, afford an interview in a timely fashion to the terminated ~~worker~~employee for discussion

of the reasons for termination. The ~~worker~~employee may, upon request, be accompanied by a Union representative. The interview shall not be deemed a hearing nor shall it obligate the City to reconsider or alter the termination action.

6.1.6 ~~A worker~~An employee deemed unsatisfactory for a position shall return to ~~his/her~~their prior classification and non-probationary status in that classification and to the pay step ~~he/she~~they would have had if not promoted, transferred or voluntarily demoted.

6.1.7 Departments may not shift job assignments as a reason in itself for placing a ~~worker~~an employee on probationary status.

6.1.8 The parties agree that probationary employees shall have the same rights as other ~~worker~~employees under this Memorandum of Understanding, including full and complete access to the grievance procedure, except that ~~worker~~employees who do not hold prior permanent status with the City shall have no right to review any disciplinary action or decision to unfavorably terminate the probation.

~~Workers~~Employees who do hold prior permanent status shall have the right to appeal any disciplinary action, but not the decision to unfavorably terminate the probation.

6.1.9 A probationary period begins on the first day of work when the ~~worker~~employee is selected to fill a permanent position.

## 6.2 Performance Evaluation

6.2.1 The City may, from time to time, develop reasonable guidelines that enable the supervisor to adequately evaluate the ~~worker~~employee as to satisfactory job performance. Job performance reviews shall be conducted pursuant to regularly established and announced policies. The guidelines shall be in accordance with the job specifications for the position being reviewed.

6.2.2 Performance evaluations will be given to ~~worker~~employees at least annually, but normally no more than twice a year, as scheduled by Management. Additional evaluations may be scheduled where there is documented evidence in preceding evaluations of the ~~worker~~employee's inability to perform significant duties of the position. Management must complete performance evaluations by the date stated on the job performance form. After signing the evaluation to acknowledge receipt, the ~~worker~~employee will have ten (10) working days in which to write a response. Signature of the evaluation will not constitute agreement with its contents.

Performance evaluations are not appealable through the grievance procedure but, in the event of disagreement over content, the ~~worker~~employee may request a review of the evaluation with the next higher level of Management, in consultation with the Human Resources Director. For purposes of this review, the ~~worker~~employee may be represented by the Union. Decisions regarding evaluation appeal shall be made in writing within ten (10) working days following the meeting.

### 6.3 Performance Improvement Plans

When the performance of ~~a worker~~an employee falls below minimum standards established for a position a performance improvement plan may be developed. The ~~worker~~employee has the right to have a Union representative present during the development of the performance improvement plan. Performance improvement plans must describe in detail the areas of deficiency, and contain a reasonable plan for improvement.

When used, Performance Improvement Plans shall be an integral extension of the job performance review process, and shall not be used, by themselves, for disciplinary actions.

### 6.4 Personnel Files

6.4.1 Human Resources shall maintain personnel records for each ~~worker~~employee in the service of the City showing the name, title of position held, the department to which assigned, salary, changes in employment status, attendance records and such other information as may be considered pertinent. ~~A worker~~An employee is entitled to review ~~his/her~~their personnel file upon written request or may authorize, in writing, review by ~~his/her~~their Union representatives, with the exception of information obtained confidentially in response to reference inquiries. Upon written request by the ~~worker~~employee, ~~a worker~~an employee or the Union shall be allowed copies of materials in ~~a worker~~an employee's personnel file relating to a grievance.

6.4.2 The City shall notify ~~a worker~~an employee of any adverse material placed in ~~his/her~~their personnel file if that material is or has not previously been reviewed with the ~~worker~~employee. The ~~worker~~employee shall have a reasonable time and opportunity to comment thereon.

6.4.3 In any disciplinary action the City may not rely upon any previous written warnings, notice of suspension or demotion, or written evaluation not contained in said file as justification for any personnel action which adversely affects the ~~worker~~employee in question, but may rely on oral warnings not made a part of the file and issued within the preceding six (6) months. In the event ~~a worker~~an employee who has received written warnings or reprimands has completed twenty-four (24) months of work without further disciplinary

action, ~~his/her~~their prior disciplinary record of similar instances, except for sustained findings of violations of the City's Anti-Harassment and Non-Discrimination Policy, shall no longer be relied upon in any determination which in any manner affects ~~his/her~~their employment status and shall be removed from the ~~worker~~employee's personnel file upon request from the ~~worker~~employee. In cases where ~~a worker~~an employee is suspended or demoted and such discipline is sustained, a record of such action shall be kept in the personnel file and any such documentation supporting such action shall be kept in a separate file in the Human Resources Department.

- 6.4.4 Personnel files of individual ~~worker~~employees are confidential information and shall be used or exhibited only for administrative purposes or in connection with official proceedings before the City Council. The City will only release information to creditors or other persons upon proper identification of the inquirer and acceptable reasons for the inquiry. Information then given from personnel files is limited to verification of employment, length of employment, any individual salary and benefit information, and any other information requested under the freedom of information act and deemed to be public information. Release of more specific information may be authorized in writing.

## 6.5 Promotional Opportunities

- 6.5.1 Promotional opportunities for classifications within the representation unit will be posted for at least ten (10) working days (Monday through Friday) prior to closing applications. Such postings shall include a description of the type of examination and screening process that will be used in filling the position. Any test given shall relate to the skills, knowledge, and abilities necessary to perform the job.
- 6.5.2 The top two (2) permanent bargaining unit members applying for promotional opportunities for classifications within the representation unit and who meet the minimum qualifications for the position will be interviewed regardless of the number of interviewees otherwise requested by the hiring department. When possible, the top two (2) permanent bargaining unit members applying for promotional opportunities outside of the representation unit and who meet the minimum qualifications for the position will be interviewed.
- 6.5.3 The City shall notify the ~~worker~~employee applying for the promotion, in writing, of the City's decision to grant or deny the promotion upon request of the ~~worker~~employee.

## 6.6 Reclassification

- 6.6.1 During the term of this Agreement, the City shall notify the ~~worker~~employee concerned in case of contemplated change in job content as contained in the

classification descriptions which were in effect at the beginning of the Agreement. The Union shall be notified in advance of any contemplated changes in classification descriptions and such changes shall be discussed with the Union, provided that the City shall have the final decision regarding job content. The Union shall be given a reasonable opportunity to meet and confer on the impact of any such changes on matters within the scope of representation.

6.6.2 Once each year, during the month of January, ~~a worker~~an employee may request in writing a re-evaluation of a Classification based on significant changes in job content or significant discrepancies between job content and the classification description. The request must contain justification. A statement by Management that a job re-evaluation request will be submitted with the department budget does not relieve ~~a worker~~an employee from the responsibility of submitting ~~his/her~~their own request in a timely manner. If meetings are held, the ~~worker~~employee may request representation by the Union. The City will process the request and issue a recommendation within ninety (90) days. The City shall not agree to a change in the appropriate pay level for a job description until the Union has received a copy of the proposed change and has been given the opportunity to meet and confer with the City. Reclassifications shall become effective after City Council approval of the budget, retroactive to the first pay period of the fiscal year. Human Resources shall notify the Union at least ten (10) days prior to recommending a reclassification. Upon request, the Human Resources Director will meet and confer with the Union to determine whether the ~~worker~~employee shall be subject to a probationary period. In cases where there is a dispute regarding the recommendation of the Human Resources Director, the recommendation may be appealed to the City Manager, whose decision shall be final and not subject to the arbitration provisions of Article 15, Grievance Procedure.

6.6.3 In conducting classification studies, the compensation figure calculated for each City shall consist of the following components: base salary, employer paid employee contributions to the retirement system, and deferred compensation contributions made by the employer on behalf of the employee

6.6.4 The reclassification procedure shall not be used for the purpose of avoiding use of the promotion or demotion procedures.

6.6.5 Salary step placement upon reclassification shall be in accordance with Article 7.4.1 (Effect of Promotion on Salaries).

## 6.7 Flexible Staffing

6.7.1 The term “flexibly staffed” position refers to those specifically designated positions within a classification series containing an entry level (I or Assistant) classification and journey level (II or Associate) classification and which can



be filled at either of those two levels.

6.7.2 The currently identified flexibly staffed positions are:

Accountant I/II  
Accounting Assistant I/II/Senior  
Assistant ~~Planner~~/ Associate ~~Planner~~/ Senior Planner  
  
Assistant / Associate / Senior Transportation Planner  
Building Inspector I/II  
Construction Inspector I/II  
Communications Dispatcher/Senior  
Child Care Teacher I/II  
Engineering Technician I/II/Senior  
Enterprise Applications Specialist I/II  
Equipment Mechanic/Senior  
Facilities Maintenance Technician I/II/Senior  
GIS Analyst I  
Information Technology Specialist I/II  
Junior / Assistant / Associate Engineer / Associate Civil or Transportation Engineer  
Management Analyst I  
Office Assistant/Senior  
Police Records Specialist/Senior  
Program Assistant/Senior  
Project Manager  
Librarian I/II  
Library Assistant I/II/III  
Maintenance Worker I/II/Senior  
Sustainability Specialist/Senior  
Water System Operator I/II/Senior

The City may post and fill the position at ~~either the I/Assistant or H/Associate~~ any level. ~~After~~ If the City fills the position ~~at the I/Assistant level,~~ promotion to the ~~H/Associate~~ next level shall be considered ~~after two years of service at the I/Assistant level, and~~ after the most recent performance review reflects that acquired skills and experience have advanced to the journey next level. Additional levels may be available for advancement into other represented groups (i.e., AFSCME).

## ARTICLE 7: PAY RATES AND PRACTICES

### 7.1 Overall Wage Adjustments

#### 7.1.1 General Salary Increases

Effective the beginning of the first full pay period following July 1, 2024, the pay rates for employees in this representation unit shall be increased by an amount equal to one and one half percent (1.5%).

Effective the beginning of the first full pay period following July 1, 2025, the pay rates for employees in this representation unit shall be increased by an amount equal to three and one half percent (3.5%).

### 7.1.2 Market-Based Equity Adjustments

Effective the first full pay period following the later of July 1, 2023 or the City Council's adoption of the MOU, the City shall increase the base pay for each benchmark classification with a total compensation of more than five percent (5%) below market median, as determined by the City's 2022 Total Compensation Survey ("Survey"), by the percentage the Survey determined the classification to be below market median. In addition, each non-surveyed classification that is tied to a benchmark classification will receive a base wage increase sufficient to maintain an appropriate differential between levels (and to correct internal discrepancies).

Based on the survey and the internal salary alignments, the parties have agreed to the following market-based equity adjustments:

- Communications Dispatcher 6.77%
- Communications Training Dispatcher 7.00%
- Senior Communications Dispatcher 8.93%

Market-based equity adjustments are independent of the GSI, and will be implemented in an additive (non-compounded) fashion.

### 7.1.3 Lump Sum Payment

SEIU bargaining unit members who are employed as of the first pay period following City Council adoption of the resolution authorizing amendments to the MOU will receive a one-time lump sum payment of \$2,000. The Parties intend and understand that this lump sum payment is non-pensionable and will not be reported to CalPERS. The parties also agree that this payment is intended to be specific to the pay period in which it is paid and is to be considered part of the regular rate for this pay period only.

~~7.1.1 — Effective the beginning of the first full pay period following July 1, 2022, the pay rates for employees in this representation unit shall be increased by an amount equal to three percent (3%).~~

### ~~7.1.2 — Lump Sum Payments~~

#### ~~Year 1~~

~~Year 1 Payment — SEIU members who are City employees during the first pay period following the later of City Council adoption of the resolution authorizing amendments to the MOU or July 1, 2021 will receive a one-time lump sum payment of \$2,000. Employees may elect to have the \$2,000 Lump Sum~~

~~Payment deposited into their Deferred Compensation Account (subject to IRS maximum contribution limits). If the employee does not elect to deposit the Lump Sum Payment into their Deferred Compensation Account or if the money cannot be lawfully deposited, it will be included in the employee's paycheck for the applicable pay period. The Parties intend and understand that this lump sum payment is non-pensionable and will not be reported to CalPERS. The parties also agree that this payment is intended to be specific to the pay period in which it is paid and is to be considered part of the regular rate for this pay period only.~~

#### Year 2

~~Year 2 Payment—SEIU members who are City employees during the first pay period following the later of City Council adoption of the resolution authorizing amendments to the MOU or July 1, 2022 will receive a one-time lump sum payment of \$2,000. Employees may elect to have the \$2,000 Lump Sum Payment deposited into their Deferred Compensation Account (subject to IRS maximum contribution limits). If the employee does not elect to deposit the Lump Sum Payment into their Deferred Compensation Account or if the money cannot be lawfully deposited, it will be included in the employee's paycheck for the applicable pay period. The Parties intend and understand that this lump sum payment is non-pensionable and will not be reported to CalPERS. The parties also agree that this payment is intended to be specific to the pay period in which it is paid and is to be considered part of the regular rate for this pay period only.~~

### ~~7.1.3—Classification and Compensation Study~~

~~The parties agree to meet with the City's retained survey consultant, and review the consultant's recommended survey jurisdictions, benchmark classifications, and survey matches for a revised Total Compensation Survey to be completed by October 31, 2022. The union will have a minimum of two (2) SEIU members representatives attending each meeting on release time. Meetings shall begin no later than September 1, 2022 and shall continue on a monthly basis, subject to any agreement to modify the schedule.~~

~~The Parties intend the Total Compensation Survey to provide information to support consideration of market-based equity adjustments for individual classifications for successor MOU negotiations. Negotiations will consider both the total compensation survey results and the City's Financial recovery, including:~~

- ~~• Impact on assessed values for the 2021 and 2022 rolls~~
- ~~• TOT recovery, considering 2019 baseline.~~

## 7.2 Step Increases

Merit advances from the first salary step and subsequent steps shall be granted at one (1) year intervals if the affected ~~worker~~employee has demonstrated continued

competent service. For the purpose of determining step time requirements, time will commence on the first day of the month coinciding with or following entrance onto a salary step. Step increases shall be effective on the first day of the payroll period in which the time requirements have been met.

### 7.3 Application of Rates

7.3.1 ~~Workers~~Employees occupying a position in the competitive service shall be paid a salary or wage within the range established for that position's class under the pay plan as provided. The minimum rate for the class shall normally apply to beginning ~~worker~~employees. However, subject to the approval of the Personnel Officer, the department head may hire beginning ~~worker~~employees who are especially qualified by their training or by their previous experience at any step in the range.

7.3.2 In the event that a newly hired ~~worker~~employee is placed above Step A on the salary schedule due to recruitment problems, as opposed to the conditions in 7.3.1 above, incumbents in that classification who have been placed on a lower step of the salary schedule will be moved to the same step on the salary schedule as the newly hired ~~worker~~employee, and all such ~~worker~~employees will be allowed to move to the next step in six months.

### 7.4 Effect of Promotion, Demotion or Transfer on Salaries

#### 7.4.1 Promotion

Upon promotion, a ~~worker~~an employee's salary shall be adjusted as follows:

7.4.1.1 If the first step in the salary range for the ~~worker~~employee's new position is at least five percent (5%) greater than the ~~worker~~employee's current salary range, the ~~worker~~employee shall be moved to the first step of the new salary range.

7.4.1.2 If the first step in the salary range for the ~~worker~~employee's new position is less than five percent (5%) greater than the ~~worker~~employee's current salary range, the ~~worker~~employee shall be moved to the step which would provide at least a five percent (5%) increase in salary.

7.4.1.3 If no step in the salary range for the new position would provide the ~~worker~~employee with at least a five percent (5%) salary adjustment, the ~~worker~~employee shall be moved to the top step of the new salary range.

#### 7.4.2 Demotion

Upon demotion of ~~a worker~~ an employee with permanent status in ~~his/her~~ their current class, ~~his/her~~ their salary shall be adjusted to the highest step in the new class not exceeding the salary received in the former class.

#### 7.4.3 Transfer

Upon transfer, the salary shall remain unchanged.

### 7.5 Bilingual Differential

7.5.1 ~~Workers~~ Employees who are assigned to job duties requiring bilingual skills are eligible to receive Sixty-Five Dollars (\$65.00) each pay period for the use of bilingual skills in job duties arising during the normal course of work.

7.5.2 Eligibility for the bilingual pay differential shall be determined by the Personnel Officer on the basis of a proficiency test developed and administered by the City.

7.5.3 Bilingual skills shall not be a condition of employment except for ~~worker~~ employees who are hired specifically with that requirement. If ~~a worker~~ an employee is hired under this provision, that requirement shall be included in the initial appointment letter.

7.5.4 The City retains the right to discontinue the bilingual differential for any individual ~~worker~~ employee when bilingual services are no longer required, provided the City gives the exclusive representative ten (10) days' notice prior to such revocation, in order to allow the opportunity for the parties to meet and consult.

7.5.5 No employee shall be required to use bilingual skills who is not compensated under this section.

### 7.6 Call Back Pay

7.6.1 An ~~employee y worker~~ who is required by the City to report to their normal work location on a day when ~~they have the worker has~~ not been scheduled, or ~~an employee any worker~~ called back to work after ~~they have the worker has~~ completed ~~their his or her~~ regular work day and left the worksite, shall be entitled to a minimum of ~~two (2) three (3)~~ hours of compensation at ~~the flat rate of Twenty Five Dollars and Thirty Five Cents (\$25.35) per hour or one and one-half times their regular rate of pay, whichever is greater.~~ Call back pay shall not apply to scheduled overtime, employees on standby, or where the City requires ~~an employee a worker~~ to remain at the worksite after the completion of ~~their his or her~~ regular work shift.

- 7.6.2 Employees who do not return to their normal work location, but who are required to work remotely, are not eligible for call back pay, but shall be paid for time actually worked at one and one-half times their hourly rate of pay.
- 7.6.3 Payment for call back may be at the cash rate specified in Section 7.6.1 above or in compensatory time off at the rate of one and one-half hours for each hour worked, at the ~~worker~~employee's option. Prior to the end of the pay period, the ~~worker~~employee shall designate, on the appropriate City form, ~~his/her~~their choice of either compensation at the flat dollar rate or one and one-half times their regular rate of pay, whichever is greater or compensatory time off.

## 7.7 Standby Pay

- 7.7.1 ~~An employee A worker~~ performing standby duty outside the ~~employee's worker's~~ regular work shift shall be compensated at the rate of ~~Three Dollars and Twenty Five Cents (\$3.25) per hour two (2) hours of their base rate of pay~~ for each ~~weekday and three (3) hours of their base rate of pay for each weekend day or holiday the employee~~ hour ~~the worker~~ is assigned to standby duty. ~~An employee A worker~~ shall not combine standby pay with call back pay or overtime.

## 7.8 Rest Period Following Emergency Work

- 7.8.1 Bargaining unit employees in the Police or Public Works Departments shall be entitled to eight (8) hours of rest period when they work more than sixteen (16) hours within a twenty-four (24) hour period beginning with the time the ~~worker~~employee reports to work.
- 7.8.2 Prior to working over sixteen (16) hours within a twenty-four (24) hour period and triggering the eight (8) hour rest period the employee must get approval from the Department Director or ~~his/her~~their designee.
- 7.8.3 Rest periods are unpaid unless the rest period overlaps the employee's regular work shift in whole or in part. The employee will be paid for that portion of the rest period that overlaps the employee's normal working shift. The employee will be required to work the remainder of their normal working shift that does not overlap with the eight (8) hour rest period unless they request and are approved for leave. The employee will not be paid for the time between expiration of the rest period and ~~his/her~~their normal work shift.
- 7.8.4 This section shall not apply in emergency situations.

## 7.9 Working Out of Classification

- 7.9.1 The term "working out of classification" is defined as a Management authorized assignment to perform work on a temporary basis wherein

significant duties are performed by ~~a worker~~an employee holding a classification within a lower compensation range. The employer shall notify ~~worker~~employees in advance of making such assignments. Pay for working out of classification shall be as follows:

7.9.1.1 ~~A worker~~An employee performing duties associated with a higher position, whether filled or unfilled, on an out of classification basis will receive acting pay of five percent (5%) for the hours worked in that capacity.

When the Department Head anticipates that the out of classification assignment will be for a period of 240 hours or more, the ~~worker~~employee will receive the pay rate of the higher classification beginning with the start of the assignment. If such a determination has not been made by the end of the 240 cumulative hours worked in the higher classification, the ~~worker~~employee shall receive the pay rate of the higher classification.

7.9.2 Out of classification provisions do not apply to work assignments performed in connection with declared conditions of public peril and/or disaster.

#### 7.10 Night and Weekend Differential

~~Workers~~Employees in the Library assigned to work hours between 5:00 P.M. and 8:00 A.M. weekdays or between Friday from 5:00 P.M. to Monday 8:00 A.M. shall be compensated for night and weekend differential at five percent (5%) above the ~~worker~~employee's base pay.

~~Workers~~Employees in the Police Department assigned swing, midnight, relief or day shift on the weekend shall be compensated for night and weekend differential at five percent (5%) above the ~~worker~~employee's base pay. Overtime hours shall not be used to qualify for weekend or night shift differential.

#### 7.11 Court Appearances

~~Workers~~Employees required to appear in Court during off-duty hours to testify regarding matters arising out of the ~~worker~~employee's employment with the City, shall receive a minimum of four (4) hours pay at time and one-half (1.5). The City reserves the right to require the ~~worker~~employee to wait to testify at their work location and perform duties as assigned while waiting to testify, provided the Court consents. If the Court requirement expires prior to the expiration of the four (4) hour minimum, the employee shall be released.

This section does not apply in situations where the ~~worker~~employee is held over after or called in prior to ~~his or her~~their regular shift as long as the period is adjacent to the normal work shift. In these situations, standard overtime provisions shall apply.

## ARTICLE 8: HOURS AND OVERTIME

### 8.1 Hours of Work

#### 8.1.1 Regular Work Schedules

- a. The regular work schedule for all ~~workers~~employees except those on a flexible schedule such as a 4/10, or 9/80
- b. schedule, shall consist of forty (40) hours within a seven (7) day work week and is five consecutive days served in units of eight (8) hours. For this schedule, the workweek begins Sunday midnight and ends Saturday at 11:59 P.M.
- c. A 4/10 work schedule shall be four (4) days served in units of ten (10) hours within a seven (7) day workweek. For this schedule, the workweek begins Sunday midnight and ends Saturday at 11:59 P.M.
- d. A 9/80 work schedule shall be nine (9) days served in one (1) unit of eight (8) hours and eight (8) units of nine (9) hours over a two week pay period. For this schedule, the workweek shall begin exactly four (4) hours after the start time of the day of the week which is each employee's regular alternate day off.

8.1.2 Part-time ~~Workers~~Employees. ~~Workers~~Employees who work less than the regular week and day as set forth above shall be designated as part-time and shall have hours scheduled by the appropriate supervisor and approved by the City's Human Resources Director.

8.1.3 Lunch Periods. All ~~worker~~employees working a work shift of six (6) hours or more, except Communications Officers, City Service Officers assigned to patrol or daytime parking enforcement, and Code Enforcement Officers shall observe an unpaid lunch period of not less than thirty (30) minutes nor more than sixty (60) minutes. Lunch periods shall be scheduled with the approval of the department director. When required by the needs of the department, or requested by the ~~worker~~employee and authorized by the Department, Communications Officers, City Service Officers assigned to patrol or daytime parking enforcement, Community Service Officers, and Code Enforcement Officers shall take an "on duty" lunch period which shall be counted as time worked.

~~Workers~~Employees assigned to a shift of at least five (5) but fewer than six (6) hours may request to observe a regularly scheduled unpaid lunch period of not less than thirty (30) minutes nor more than sixty (60) minutes, which shall not



be unreasonably denied. Lunch periods shall be scheduled with the approval of the department director or designee.

8.1.4 Rest Periods. One (1) fifteen (15) minute rest break with pay shall be provided to ~~worker~~employees for each four (4) hours of service. Rest periods and lunch periods may not be aggregated and used to extend the lunch period or shorten the work day.

## 8.2 Overtime

### 8.2.1 Definition.

- a. Overtime for ~~worker~~employees is defined as any time worked in excess of forty (40) paid hours in any work week as defined in section 8.1.1.
- b. For Communications Officers, overtime shall also include any hours worked outside their normally assigned shift.

Overtime shall be compensated pursuant to Section 8.2.3. All overtime must be authorized and approved in advance by the department director or designee.

8.2.2 Modified Schedules. At the request of either the ~~worker~~employee or department director, the department director may approve a schedule of more than eight (8) hours per day without overtime compensation. Such a work schedule must be consistent with the regular work schedules defined in Section 8.1.1.

8.2.3 Overtime. Overtime may be assigned on a required basis or requested by the ~~worker~~employee and approved by the department director. Overtime shall be compensated at the rate of one and one-half (1.5) times the ~~worker~~employee's regular rate of pay or in the form of compensatory time at the rate of one and one-half (1.5) hours for each hour worked, at the ~~worker~~employee's option except when the ~~worker~~employee's choice of compensatory time would interfere with a department's ability to recover the cost of the overtime.

The parties agree to meet and confer over ways to address the constructive receipt issue with regard to compensatory time, with a goal of implementing changes no later than November 2017.

8.2.4 Compensatory Time. ~~A worker~~An employee may accumulate a maximum of one hundred sixty (160) hours of compensatory time. Compensatory time may be used when the services of ~~a worker~~an employee are not needed for the efficient functioning of ~~his/her~~their department, and must be approved in advance by the department head. Once ~~a worker~~an employee has reached the

limits of compensatory time in this section ~~he/she/they~~ shall receive cash at the overtime rate for all overtime worked.

Upon termination, all unused compensatory time shall be paid off at the final rate of pay received by the ~~worker/employee~~, or the average regular rate received during the last three (3) years of the ~~worker/employee~~'s employment, whichever is higher.

### 8.3 Work Schedule

All work schedule and flexible time work schedule arrangements presently in effect shall continue. If the City proposes to change the work schedule of a classification the Union shall be notified at least ten (10) working days in advance and given an opportunity to meet and consult over such proposed changes prior to implementation.

## ARTICLE 9: UNIFORMS

9.1 The City will provide uniforms, raingear, coveralls or shop coats when necessary for all Public Works, Engineering, applicable Building and Planning Department, and Police Department ~~workers/employees~~, consistent with existing practice.

9.2 Communications ~~Dispatchers/Officers~~, Lead Communications ~~Dispatchers/Officers~~, Senior Communications Dispatchers, Records Personnel, Community Service Officers, ~~and~~ Parking Enforcement Officers, and the Property & Court Specialist shall upon initial appointment be provided required uniforms as determined by the Chief of Police, ~~and thereafter receive Six Hundred Dollars (\$600) per year uniform allowance. As soon as practicable, payment shall be made in the amount of \$23.077 per biweekly pay period.~~

Communications and Records Personnel shall be paid an annual uniform allowance of Eight Hundred Dollars (\$800) to be used for the purchase and maintenance of uniforms.

Community Service Officers, Code Enforcement Officers, Parking Enforcement Officers, and the Property & Court Specialist shall be paid an annual uniform allowance of One Thousand and Forty Dollars (\$1,040.00) to be used for the purchase and maintenance of uniforms.

The uniform allowance will be paid pro-rata on a bi-weekly basis.

If an employee is on unpaid leave for a period of one (1) full pay period or more, the employee will not receive uniform allowance for that period.

The City will provide uniform jackets and rain gear for Community Service Officers and Parking Enforcement Officers whose work is primarily outdoors. Jackets that are

worn or damaged in the course of work will be routinely replaced by the City. It will be the employee's obligation to replace lost or misplaced jackets.

If any other employee worker is required to wear a uniform during the life of this Memorandum of Understanding, the City will meet and confer with the Union concerning the establishment of an equitable uniform allowance.

- 9.3 On presentation of appropriate receipts, the City shall reimburse workersemployees who are required by the City to wear safety shoes/boots for up to Four Hundred Dollars (\$400) Two Hundred Eighty Five Dollars (\$285) toward the cost of no more than three (3) pairs of OSHA approved safety shoes/boots per year. Workers in the Public Works Department assigned to the tree crew shall be reimbursed for up to Three Hundred Forty Dollars (\$340) toward the cost of no more than three (3) pairs of OSHA approved safety shoes/boots per year. Shoe repair and resoling are reimbursable under this provision. Shoes/boots purchased under this provision are for the use of the employee worker exclusively. So long as all required documents are submitted, reimbursements will be processed within two (2) pay periods following supervisory approval. The City will evaluate the potential for a voucher system to replace the current reimbursement system.
- 9.4 Employee clothing seriously damaged or destroyed in conjunction with employment duties will be reasonably replaced by the City.
- 9.5 WorkersEmployees in the Public Works Department shall be permitted to wear shorts, provided that supervisory approval has been given as to their appropriateness in terms of style, location and safety.
- 9.6 The City shall reimburse Equipment Mechanics in the Maintenance Division who, as a condition of employment, are required to provide their own tools and equipment. Reimbursement will be made for tools that the employee worker selects to purchase, or for tools required to be added to the inventory in order to carry out his or hertheir duties. Reimbursement will be made on submission of receipts, but no more than twice per fiscal year. The reimbursement shall be administered in accordance with Maintenance Division policy. Effective July 1, 2016, the City shall reimburse a maximum of one thousand six four hundred dollars (\$1,600)(\$1,400) per fiscal year.
- 9.6.1 Tool Inventory. To qualify for reimbursement pursuant to paragraph 9.6.3 below, Equipment Mechanics must provide an inventory of tools which are maintained on City property. The inventory must include the following for each tool: (1) manufacturer and part number (2) approximate purchase date; and (3) a photo of the tool.
- 9.6.2 The City will cover the replacement of inventoried tools and equipment which are lost on City property due to (1) theft or (2) damage due to normal wear and tear (e.g., accident or fire). Tools left on City property must be properly secured when not in use. No reimbursement will be permitted for loss or damage attributable to the negligence or willful misconduct of the employees.

9.6.3 Requests for replacement tools will be made through the normal tort claim process.

## ARTICLE 10: HOLIDAYS

### 10.1 Fixed Holidays

Except as otherwise provided, workersemployees within the representation unit shall have the following fixed holidays with pay:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25

10.1.1 Except for Communications Dispatchers and Senior Communications Dispatchers, in the event that any of the aforementioned days, except December 24, falls on a Sunday, the following Monday shall be considered a holiday. In the event that any of the aforementioned days falls on a Saturday, the preceding Friday shall be considered a holiday. In the event that December 24 falls on a Sunday, then the preceding Friday shall be considered a holiday.

Bargaining unit members in the Communications Dispatcher and Senior Communications Dispatcher classifications shall observe Independence Day, Veterans Day, Christmas Day, Christmas Eve and New Year's Day on the actual date of the holiday.

10.1.2 Pay for Fixed Holidays. All full-time workersemployees shall be paid eight (8) hours pay at their regular straight time base hourly rate for all fixed holidays as defined herein. All part-time workersemployees shall be entitled to holiday leave with pay for the number of hours each holiday based on the number of hours per week such part-time workeremployee is indefinitely assigned to work in the employee's regularly scheduled part-time position. An employee who is scheduled to work on a fixed holiday, and who does not work shall use vacation or other appropriate paid/unpaid leave to make up any difference between the holiday and ~~his or her~~their regularly scheduled shift. An

employee will not be paid for more than ~~his or her~~their regular day's pay for any holiday when ~~he or she does~~they do not work.

Pay for fixed holidays may not be taken as compensatory time off.

### 10.1.3 Work on Fixed Holidays.

- a. Except for Communications Dispatchers and Senior Communications Dispatchers, any full-time ~~worker~~employee required to work on a fixed holiday shall be paid time and one-half for such work in addition to ~~his/her~~their holiday pay. Work on a fixed holiday beyond the number of hours in the regular shift being worked on the holiday shall be compensated at double time.
- b. Except for Communications Dispatchers and Senior Communications Dispatchers, any part-time ~~worker~~employee required to work on a fixed holiday shall be paid time and one-half for such work in addition to ~~his or her~~their holiday pay. Work on a fixed holiday beyond the number of hours in a regular shift shall be compensated at time and one-half.

Part-time Communications Dispatchers shall be treated the same as full-time ~~workers~~employees with regard to double time pay on a holiday.

- c. Bargaining unit members in the Communications Dispatcher and Senior Communications Dispatcher classifications required to work on a fixed holiday shall be paid as follows:
  1. Holidays on Employee's Regular Workday. A Communications Dispatcher or Senior Communications Dispatcher required to work on a fixed holiday which falls on ~~his or her~~their regular workday shall be paid time and one-half for such work in addition to ~~his or her~~their regular pay. Work on a fixed holiday beyond the number of hours in the regular shift being worked on the holiday shall be compensated at double time. Employees who work their regular shift on a fixed holiday shall not receive additional holiday pay.

Example 1, if a Communications Dispatcher works a full (10-hour) shift on a holiday which falls on ~~his or her~~their regular workday, ~~he or she~~they would be paid a total of 25 hours (10 hours plus 10 hours at time and one half).

Example 2, if a half-time Communications Dispatcher works a full (10-hour) shift on a holiday which falls on ~~his or her~~their regular workday (scheduled 5 hours), ~~he or she~~they would be paid a total of 22.5 hours [5 hours plus 5 hours at time and one half (for the 5 hours of their

regular shift) plus 5 hours at double time (for time beyond their regular shift).]

2. Holidays on an Employee's Regular Day Off. A Communications Dispatcher or Senior Communications Dispatcher required to work on a fixed holiday on ~~his or her~~their regular day off shall be paid double time for such work in addition to eight (8) hours of holiday pay (prorated for part-time ~~worker~~employees.)

For example, if a full-time Communications Dispatcher works a full (10-hour) shift on a holiday which falls on ~~his or her~~their regular day off, ~~he or she~~they would be paid a total of 28 hours (8 hours holiday pay plus 10 hours at double time.)

- 10.1.4 A full time ~~worker~~employee who is regularly scheduled to work more than eight (8) hours on a holiday may make up the additional hours using vacation, compensatory time, floating holiday time, or unpaid time. In addition, with the approval of ~~his or her~~their supervisor, and subject to the operational needs of the City, ~~a worker~~an employee may work additional straight time hours during the same workweek to make up the difference.

A part-time ~~worker~~employee who is regularly scheduled to work on a holiday for more hours than they receive in holiday time may use vacation, compensatory time, floating holiday time, or unpaid time to complete their regularly scheduled workweek. In addition, with the approval of ~~his or her~~their supervisor, and subject to the operational needs of the City, ~~a worker~~an employee may work additional straight time hours during the same workweek to make up the difference. [For example, ~~a worker~~an employee who is regularly scheduled to work twenty (20) hours per week receives four (4) hours of holiday pay for the July 4 holiday but is scheduled to work six (6) hours on the day the holiday is observed. The ~~worker~~employee may use two (2) hours of vacation to complete ~~his or her~~their regular workweek.]

- 10.1.5 The City Manager, or designee may close individual worksites or all non-essential City operations on non-City holidays (for example, during the week between Christmas and New Year's). In that event, affected employees shall be encouraged to take time off, however, it shall not be a requirement. Employees electing to take time off may choose to take vacation, compensatory time, floating holiday time or unpaid time during the closure period.

Employees who choose to work on a City closure day may be assigned to perform duties outside of their normal job duties. Any assigned duties must be reasonable in nature. For example, a Public Works employee may be assigned to perform clerical duties such as file review in City Hall. However, a clerical employee may not be assigned to operate heavy machinery (e.g., a chain saw).

The City Manager will notify employees of any closure between Christmas and New Years on or before the fourth Thursday in November immediately preceding the closure.

## 10.2 Floating Holiday Time

### 10.2.1 Day of Reflection

Effective the first full pay period after adoption in 2023 and thereafter the first full pay period of the calendar year, each employee shall be credited one 8-hour “Day of Reflection” in recognition of holidays of individual and community importance, including Juneteenth, Cesar Chavez Day, and Indigenous People’s Day as a Floating Holiday to be scheduled like other discretionary leave hours (e.g., vacation time).

### 10.2.2 Holiday Closure

For calendar year 2021, workers shall receive thirty-four (34) floating holiday hours off with pay, credited on the first pay period following City Council adoption of the resolution authorizing amendments to the MOU. Workers hired after the first pay period following City Council adoption shall receive a pro-rated amount of floating holiday hours for the remainder of the calendar year.

For calendar years 2024, 2025, and 2026, employees 2021 and 2023, workers shall annually receive thirty-four (34) floating holiday hours off with pay, credited on the first pay period of the year. Employees ~~Workers~~ hired after the first pay period of the year shall receive a pro-rated amount of floating holiday hours for the remainder of the calendar year.

### 10.2.3 Use of Floating Holidays

The following conditions will apply to ~~such floating days off~~ floating holidays:

10.2.3.1 Employees ~~Workers~~ shall request a floating day off in accordance with normal vacation time off request procedure.

10.2.3.2 Floating days off must be used during or prior to the end of the twenty-sixth (26<sup>th</sup>) pay period of the year in which it was credited or be forfeited.

10.2.3.3 If an employee a worker fails to take a day off as scheduled, the day off so scheduled will be forfeited, unless a mutually agreeable alternative day off is arranged.

10.2.3.4 Any floating day off for employees workers who work less than full-time or less than a full year shall be prorated on the basis of hours worked as compared to full-time employment.

10.2.3.5 Floating holiday balances remaining at the time of separation will be forfeited.

## ARTICLE 11: VACATIONS

11.1 Each ~~worker~~employee shall be entitled to an annual paid vacation, accrued as follows:

11.1.1 For full-time ~~worker~~employees:

Less than three (3) years of service - 88 hours per year.

Three (3) years of service through five (5) years of service - 104 hours per year.

Six (6) years of service through ten (10) years of service - 136 hours per year.

Eleven (11) years of service through fifteen (15) years of service - 152 hours per year.

Over fifteen (15) years of service - 176 hours per year.

11.1.2 For permanent part-time ~~worker~~employees: a proportional equivalent based on the assigned number of hours worked per week as compared to those worked by a full-time ~~worker~~employee.

11.2 Maximum Accrual

Vacation may be accrued up to a maximum of three hundred thirty-six (336) hours. The maximum accrual for part time employees shall be a proportional equivalent. After reaching said maximum, the ~~worker~~employee must take time off or accrual will be frozen. Upon separation, there will be no payment for hours in excess of the maximum accrual.

11.3 Scheduling

The department head shall determine the vacation schedule considering the needs of the department, specifically with regard to the ~~worker~~employee's assigned duties and the ~~worker~~employee's desires. Use of vacation is subject to the advanced approval of the Department Director or designee. Any and all vacation granted pursuant to this Article shall be granted at time or times as will not reduce the number of employees below that which is reasonably necessary for the efficient conduct of the public business of such department, division or work group. Vacation time requested shall not be unreasonably denied.



#### 11.4 Payment on Separation

Accrued vacation time up to the maximums described in Section 11.3 above shall be paid to ~~a worker~~an employee permanently separated from City service,

#### 11.5 Vacation Cashout

~~A worker~~An employee may cash out vacation leave in accordance with the Vacation Cashout Policy, attached hereto as Appendix "E".

#### 11.6 Illness During Scheduled Vacation

~~A worker~~An employee who, during a scheduled vacation period, becomes ill or injured, shall be entitled to have the remaining time off coded as sick leave, under the following conditions:

- a. The ~~worker~~employee otherwise qualifies for sick leave as provided by this Agreement and has sufficient sick leave to cover the period; and,
- b. The ~~worker~~employee's illness or injury is verified by a statement from an accredited medical doctor for each such day of illness for which leave is requested.

If vacation time has been deducted for the period covered under this Section, and the use of sick leave has been approved, the time will be credited back and sick leave used in its place.

### ARTICLE 12: LEAVE PROVISIONS

#### 12.1 Sick Leave

12.1.1 Accrual Rates. The City shall provide each ~~worker~~employee with paid sick leave at the rate of eight hours per month, earned on a biweekly basis and computed as follows:

12.1.1.1 Full-time ~~workers~~employees may accrue up to a maximum of one thousand four hundred forty (1,440) hours for full time ~~workers~~employees, and a proportional equivalent for part-time employees.

12.1.2 Use of Sick Leave. Sick leave shall be allowed and used in cases of actual personal sickness or disability, medical or dental treatment, or as authorized for other necessary health reasons. Up to six (6) days per year of sick leave may be used in cases of actual sickness or disability, medical or dental treatment of members of the ~~worker~~employee's immediate family.

If ~~a worker~~an employee is scheduled to work on a designated City holiday, and subsequently calls in sick, the ~~worker~~employee shall not receive holiday pay.

12.1.3 Abuse Enforcement. The City shall be obligated to monitor all sick leave use, and shall take appropriate actions to ensure that benefits are paid out only for use as authorized in Section 12.1.2.

12.1.3.1 Any ~~worker~~employee who does not have an accrued sick leave balance and who does not otherwise qualify under the provisions of this Article 12, shall not be paid for any day of sick leave called in, whether genuine or not.

12.1.3.2 Management has the authority to monitor potential sick leave abuse and patterns of abuse, and when there is a reasonable basis for suspecting such abuse, may require medical verification as a condition for payment of sick leave.

12.1.4 Compensation for Accumulated Sick Leave.

12.1.4.1 Resignation. A resigning ~~worker~~employee, who was hired into the unit prior to May 4, 2010 and who has fifteen (15) or more years of continuous service shall receive compensation for up to fifteen percent (15%) of ~~his/her~~their accumulated sick leave balance up to a maximum of five hundred (500) hours. Such compensation shall be based on the ~~worker~~employee's rate of pay on ~~his/her~~their last day paid service to the City.

12.1.4.2 Retirement. ~~A worker~~An employee who was hired into the unit prior to May 4, 2010 and who retires under PERS from the City may elect to receive cash compensation for fifteen percent (15%) of ~~his or her~~their accumulated sick leave balance, up to a maximum of one thousand three hundred sixty (1,360) hours, based upon the ~~worker~~employee's rate of pay on ~~his or her~~their last day of paid service to the City, or may convert their sick leave balance, up to a maximum of one thousand three hundred sixty (1,360) hours, to retirement health credits at the rate prescribed in Section 12.1.4.3. ~~Workers~~Employees may combine any of the above two options.

12.1.4.3 Retirement Health Credit Conversion. ~~A worker~~An employee who was hired into the unit prior to May 4, 2010 and who has a minimum of five (5) years of continuous service who elects to convert accumulated sick leave to retirement health credits upon retirement from the City may do so under the following schedule:

Five (5) years of service to fifteen (15) years of service: eight (8) hours of sick leave for each retirement health credit, with any remainder being rounded to the next higher credit;

Fifteen (15) years of service to twenty (20) years of service: six (6) hours of sick leave for each retirement health credit, with any remainder being rounded to the next higher credit;

Over twenty (20) years of service three (3) hours of sick leave for each retirement health credit, with any remainder being rounded to the next higher credit.

If this election is made, the retirement health credit calculated shall not exceed the highest HMO health plan premium as may be in effect at such time such credit is applied. Election shall be made at the time of retirement.

12.1.4.4 Layoff. ~~A worker~~An employee who was hired into the unit prior to May 4, 2010 and who has been laid off may select as compensation for accumulated sick leave one month of paid health insurance for each unit of retirement health credit. After the health insurance benefit paid under Section 5.8.1 has been exhausted, up to a maximum of forty-eight (48) hours of the accrued sick leave balance may be converted to retirement health credits at the rate of one (1) unit for every eight (8) hours of accumulated sick leave with any remainder being rounded to the next higher credit.

12.1.5 Double Coverage. ~~Workers~~Employees who qualify for the retirement health credit conversion may elect double coverage at the rate of two (2) units for every month of paid health insurance.

12.1.6 Family Coverage. ~~Workers~~Employees who qualify for the retirement health credit conversion may elect family coverage at the rate of three (3) units for every month of paid health insurance.

12.1.7 Transfer of Sick Leave for Catastrophic Illness. Transfer of sick leave for catastrophic illness is designed to assist ~~worker~~employees who have exhausted sick leave due to a catastrophic illness, injury or condition of the ~~worker~~employee. This policy allows other ~~worker~~employees to make voluntary grants of time to that ~~worker~~employee so that ~~he/she~~they can remain in a paid status for a longer period of time, this partially ameliorating the financial impact of the illness, injury or condition.

A catastrophic illness is defined as an illness which has been diagnosed by a competent physician, requiring an extended period of treatment or recuperation, and which has a significant risk to life or life expectancy. Confirmation of the

condition and prognosis by a health care provider chosen by the City may be required.

Human Resources will discuss with the Union or their designated representative an appropriate method of soliciting contributions from coworkers. The contributions shall be submitted to Human Resources and Human Resources will process the contribution list in the order established. Any ~~worker~~employee shall be allowed to contribute a maximum of eighty (80) hours of sick leave from their accrued sick leave balance to another full-time or permanent part-time ~~worker~~employee in the City who is suffering from a catastrophic illness and has exhausted ~~his or her~~their own sick leave, provided, however, they have maintained a positive sick leave balance of forty (40) hours or more following the donation. Once the contribution is made it cannot be rescinded.

Upon return to work, ~~a worker~~an employee may bank any remaining hours that have been contributed up to a maximum of forty (40) hours. If the contribution list has not been exhausted, the contributing ~~worker~~employees will be notified that their contribution was not required and the balance restored.

Determination of employees eligible for the program shall be made by the Human Resources Director, whose decision shall be final.

## 12.2 Long Term Disability

12.2.1 Should any illness or injury extend beyond forty-five (45) calendar days, the City will ensure continued payment to the ~~worker~~employee at 66.67 percent of salary, up to a maximum as provided in the long-term disability policy. The amounts paid shall be less any payments received from either Workers' Compensation or retirement. During the first year of disability and so long as no retirement determination has been made by the City, the ~~worker~~employee will be entitled to continued City paid health insurance, AD&D, dental and life insurance benefits, providing that the employee continues to pay the ~~worker~~employee share of the benefit cost, where applicable. Accrued leave earned shall only continue for periods during which the ~~worker~~employee is utilizing accrued leave time. At the end of 365 calendar days from the date of illness or injury or unless previously retired, should the not be able to return to work, the ~~worker~~employee will be permitted to continue to participate in City paid health insurance, AD&D, dental and life insurance benefits. However, the ~~worker~~employee will be required to pay 100% of any premiums.

12.2.2 ~~Workers~~Employees who have a sufficient amount of sick leave time may, at the ~~worker~~employee's option, use sick leave on a hour-for-hour basis to delay the start of the long term disability plan. The long term disability plan would start upon the exhaustion of sick leave. The City procedures which allow for

follow-up of a workeremployee who has been out on an extended disability shall apply to workeremployees under this section.

### 12.3 Personal Business Leave

- 12.3.1 A workeremployee shall be entitled to a maximum of three (3) days per calendar year for Personal Business Leave without loss of pay. Such leave shall be deducted from accrued sick leave.
- 12.3.2 Personal Business is defined as business of urgent and compelling importance which cannot be taken care of outside of normal working hours and which is not covered under other leave provisions of this Memorandum of Understanding.
- 12.3.3 A workeremployee shall notify the department head two (2) days before taking this leave, unless an emergency exists which prohibits the workeremployee from providing such advance notice.
- 12.3.4 Personal Business Leave may only be used for personal business of urgent and compelling importance, and may not be used for recreational purposes, extension of holidays or vacation, work stoppages, or for matters of purely personal convenience.
- 12.3.5 At the discretion of the supervisor, a workeremployee may also use vacation, compensatory time off or floating holiday time to cover absences of an emergency nature. No request shall be unreasonably denied.

### 12.4 Leave Without Pay

- 12.4.1 Vacancies created as a result of leave without pay may be filled in the following manner:
  - a) By temporary employees for a maximum of six (6) months;
  - b) By provisional employees.

If a leave is extended beyond the initial fixed period, temporary employees may be held over for up to three (3) months (for a total term of employment of nine (9) months) in a temporary capacity. Provisional employees may be held over if a leave is extended, or, in cases where the position is vacated, for the duration of the recruitment period.

- 12.4.2 Leaves of absence without pay may be granted in cases of personal emergency or when such absences would not be contrary to the best interest of the City.
- 12.4.3 Requests for leaves of absence without pay must be written and submitted to the department director and Human Resources. The Human Resources

Director may grant a permanent employee leave of absence without pay for a period not to exceed one (1) year, during which time no benefits and no seniority credit will accrue. Approval shall be in writing and a copy filed with the Human Resources. Upon expiration of a regularly approved leave, or within five (5) working days after notice to return to duty, the ~~worker~~employee shall be reinstated in the position held at the time the leave was granted. Failure on the part of a ~~worker~~employee on leave to report promptly at its expiration, or within three (3) working days after notice to report to duty, may be deemed notice of resignation and/or cause for disciplinary action.

## 12.5 Jury Duty and Subpoenas

12.5.1 An ~~employee~~worker required to report for jury duty or to answer a subpoena as a witness on behalf of the City, provided the witness has no financial interest in the outcome of the case, shall be granted a leave of absence with pay from ~~his/her~~their assigned duties until released by the court, provided the ~~worker~~employee remits to the City all fees received from such duties other than mileage or subsistence allowances within thirty (30) days from the termination of jury service.

12.5.2 This leave of absence with pay shall extend to ~~workers~~employees<sup>2</sup> whose regular shift is a shift outside of the hours of 8:00 A.M. to 5:00 P.M., so that such ~~workers~~employees shall not be required to work their regular shift on a day in which they perform jury duty or respond to a subpoena.

12.5.3 When an ~~employee~~worker returns to complete a regular shift following time served on jury duty or as a witness, such time falling within work shift shall be considered as time worked for purposes of shift completion and overtime computation. In determining whether or not a ~~worker~~an employee shall return to ~~his/her~~their regular shift following performance of the duties above, reasonable consideration shall be given to such factors as travel time and a period of rest.

## 12.6 Military Leave

Military leave of absence shall be granted and compensated in accordance with all applicable laws. ~~Workers~~Employees entitled to military leave shall give the appointing power an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

## 12.7 Bereavement Leave

~~A worker~~An employee shall be allowed regular pay for not more than three (3) working days when absent because a death has occurred in the immediate family. For purpose of bereavement leave, members of the immediate family shall be limited to: spouse, registered domestic partner children (including stepchildren), parent (including

~~stepparent), parent-in-law, sibling (including step-sibling), grandparent, grandchild, mother, stepmother, father, stepfather, mother in law, father in law, grandmother, grandfather or grandchild of the worker, or spouse, brother, stepbrother, sister, stepsister, domestic partner~~ or dependent of the employee~~worker~~.

~~To qualify for bereavement leave in the event of the death of a domestic partner, a declaration of domestic partnership must have been filed by the worker with Human Resources prior to the request to utilize such leave.~~

Employees may take up to two (2) additional days off per instance of bereavement (as defined above) using the employee's eligible leave banks.

Employees may use other appropriate leave for bereavement purposes for relations not included above provided such leave is approved in advance by the Department Director.

## 12.8 Maternity and Parental Leave

~~Workers~~Employees are entitled to leaves of absence for maternity, parental bonding, and pregnancy-related disability. All such leave of absence shall be granted and compensated in accordance with state and federal laws covering these topics, including the California Family Rights Act.

## 12.9 Miscellaneous Leave Provisions

12.9.1 Leaves of absence without pay which exceed four (4) weeks and are for leaves other than military, shall not be included in determining seniority.

12.9.2 At the conclusion of a leave of absence ~~a worker~~an employee shall be returned to an equivalent position within his/her/their classification.

12.9.3 For any unpaid leave of absence the ~~worker~~employee may elect to continue insurance coverage for up to the duration of his/her/their leave of absence at his/her/their own expense.

12.9.4 For any paid leave of absence, all benefits continue to accrue.

12.9.5 The Human Resources Director or designee will designate the specific beginning and ending dates to meet the needs of the ~~worker~~employee and the City, which shall not be less than four weeks nor exceed one unpaid year.

12.9.6 At the conclusion of a leave of absence for any disability the ~~worker~~employee may be required to submit a physician's statement certifying that ~~he/she is~~they are medically qualified to resume work.

12.9.7 Use of unpaid leave is subject to the advanced approval of the Department Director or designee and Human Resources. Any and all unpaid leave granted

pursuant to this Article shall be granted at time or times as will not reduce the number of employees below that which is reasonably necessary for the efficient conduct of the public business of such department, division or work group. Leaves shall not be unreasonably denied.

12.9.8 All provisions of this Article shall be administered in conformance with all Federal and State Laws.

## 12.10 Educational Leave and Tuition Reimbursement

12.10.1 The City shall contribute Eleven Thousand Two Hundred Dollars (\$11,200.00) annually on July 1st of each year to an educational leave and tuition reimbursement fund. The City will reimburse expenses for tuition, books, lab fees and equipment, and curriculum fees incurred by ~~a worker~~an employee, to a maximum of One Thousand Dollars (\$1,000.00) per fiscal year, for classes completed in accredited institutions of learning or approved specialized training groups leading to an academic degree or improved job related skills. Parking fees or non-mandatory health fees related to enrollment will not be included. Programs must be approved in advance. Reimbursement will be provided upon successful completion of approved courses. Employees must attach a final grade of "C" or better for both undergraduate and graduate work. The employee may not elect to take a "pass/fail" grade if the letter system of grading is offered. Courses providing a "pass/fail" must achieve a "pass" to qualify for reimbursement. Funds expended on tuition reimbursement will be subject to appropriate IRS regulations.

12.10.2 ~~Workers~~Employees wishing to engage in educational programs involving work time may be granted rescheduled time if departmental operations permit.

12.10.3 All ~~worker~~employees assigned by the City to attend meetings, workshops, or conventions shall have their dues and reasonable expenses paid by the City and shall be allowed to attend such workshops, meeting and conventions on paid City time. Such required educational functions shall be reimbursed from departmental training funds and shall not be counted against the ~~worker~~employee's allowance or the annual tuition reimbursement.

~~Workers~~Employees may under the tuition reimbursement fund request reimbursement for trade publications, technical books, and printed materials related to the ~~worker~~employee's employment.

12.10.4 In the event that there are unused funds remaining in the city-wide educational leave and tuition reimbursement fund on June 30 of any year, ~~worker~~employees who present appropriate receipts verifying expenditures in excess of One Thousand Dollars (\$1,000.00), for items which are reimbursable under this Section 12.12, shall receive a pro rata share of those remaining funds not to exceed the actual amount of the difference between the actual



expenditure and One Thousand Dollars (\$1,000.00) up to a maximum of Four Thousand Dollars (\$4,000.00). These requests for additional reimbursement must be received by the City no later than July 15 of that year.

ARTICLE 13: BENEFIT PROGRAMS

13.1 Medical

- 13.1.1 The City shall continue the existing flexible benefits plan through the term of this Agreement.
- 13.1.2 The City shall make a direct contribution equal to the minimum employer contribution for agencies participating in the Public Employees Medical and Hospital Care Act (PEMHCA) on behalf of each active employee and qualified retiree.
- 13.1.3 The City shall continue to make a non-elective employer contribution to the flexible benefits plan on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution in 13.1.2 equals the following:

~~\$2,494~~ ~~\$2,351~~ per month - family coverage  
~~\$1,921~~ ~~\$1,811~~ per month - two-person coverage  
~~\$1,019~~ ~~\$961~~ per month - single coverage

[EXAMPLE: If the PEMHCA minimum contribution is ~~\$151~~~~\$140~~, then the City shall make a flexible benefits plan contribution of ~~\$2,343~~~~\$2,211~~ per month for family coverage, ~~\$1,170~~ ~~\$1,671~~ per month for two-person coverage and ~~\$868~~~~\$821~~ per month for single coverage.]

Cash-in-Lieu of Medical Coverage: Employees who waive coverage will be entitled to \$367.00 per month. Effective January 1, 2018, this amount is no longer contributed through the flexible benefits plan.

- 13.1.4 For the plan year beginning January 1, ~~2024~~~~2022~~, the City shall make a nonelective employer contribution to the flexible benefits plan on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution in 13.1.2 equals the contributions in Section 13.1.~~34~~ increased by an amount equal to the twelve-month increase in the consumer price index (CPI-U San Francisco-Oakland-San Jose) measured from February ~~2022~~ ~~2020~~ to February ~~2023~~~~2021~~. However, the increase in the City's contribution shall be no less than two percent (2.0%) and no more than four percent (4%) (i.e., CPI 2-4%).
- 13.1.5 For the plan year beginning January 1, ~~2025~~~~2023~~, the City shall make a

nonelective employer contribution to the flexible benefits plan on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution in 13.1.2 equals the contributions in Section 13.1.4 increased by an amount equal to the twelve-month increase in the consumer price index (CPI-U San Francisco-Oakland-San Jose) measured from February ~~2023~~2024 to February-~~2024~~2022. However, the increase in the City's contribution shall be no less than two percent (2.0%) and no more than four percent (4%) (i.e., CPI 2-4%).

13.1.6 For the plan year beginning January 1, 2026, the City shall make a nonelective employer contribution to the flexible benefits plan on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution in 13.1.2 equals the contributions in Section 13.1.5 increased by an amount equal to the twelve-month increase in the consumer price index (CPI-U San Francisco-Oakland-San Jose) measured from February 2024 to February 2025. However, the increase in the City's contribution shall be no less than two percent (2.0%) and no more than four percent (4%) (i.e., CPI 2-4%).

13.1.~~7~~6 Consistent with applicable laws and regulations, each employee may use ~~his/her~~their allocated amount for any benefits permitted by law and provided for in the flexible benefit plan document. The plan document will be amended to eliminate cash distributions, and to add employee-paid "buy up" of vision benefits. If possible the City will also add an employee-paid short term disability plan such as AFLAC.

13.1.~~8~~7 ~~Workers~~Employees hired into the unit prior to May 4, 2010, who have at least ten (10) continuous years of permanent service with the City and who retire under PERS shall be reimbursed by the City at the rate of one hundred dollars (\$100.00) per month (in addition to the minimum employer contribution contained in 13.1.2) toward the retiree's ~~worker~~employee only health care premium once the employee has exhausted the sick leave conversion to retiree health credits under Section 12.1.4.3.

In order to be eligible for the reimbursement in this Section, the ~~worker~~employee must be enrolled in an available PEMHCA health insurance plan.

~~13.1.8 The City will continue to pay flexible compensation in the amount of Thirty One Dollars (\$31.00) per month and cash in lieu of medical benefits of Five Hundred Forty Four Dollars and Seventy Seven Cents (\$544.77) to those workers hired prior to July 1, 1983 who qualify pursuant to the current programs. Workers hired on July 1, 1983, and thereafter, shall not be entitled to these options. Workers who discontinue flexible compensation or cash in lieu of medical coverage after June 30, 1983, shall not be entitled to re-enroll in these programs.~~

- 13.1.99 For part-time ~~worker~~employees who are a member of the unit, the City shall prorate the dollar amount allocated under Sections 13.1.3, 13.1.4, 13.1.5 and 13.1.67.
- 13.1.100 ~~Workers~~Employees whose medical insurance premium costs exceed the combined allocation available through the cafeteria plan and Section 13.1.2 shall have the excess cost of their medical premiums paid with before-tax compensation through a premium conversion plan.
- 13.1.114 Each full-time ~~worker~~employee must enroll in an available health insurance plan or demonstrate that ~~he/she has~~they have health insurance coverage in order to waive coverage ~~under Section 13.1.4~~.
- 13.1.122 ~~Workers~~Employees who wish to have domestic partners covered under the cafeteria plan may do so after filing the “Declaration of Domestic Partnership” form with the California Secretary of State and complying with any other requirements necessary to qualify for domestic partner health benefits under the PEMHCA plans. It is understood that the premiums and benefits provided as a result of covering domestic partners may be taxable, and that the City will administer the program in accordance with State and Federal Tax regulations.
- 13.1.133 The parties share an interest in addressing the increase in the cost of PEMHCA benefits. The City shall meet and confer with the Union prior to contracting with the alternative provider, consortia or group. However, the Union will have the option to remain in the PEMHCA program.
- 13.1.144 Effective July 1, 2017, Cash-in-Lieu of Medical Coverage amounts will be included in the calculation of regular rate for overtime purposes. In the event that a court issues a final decision holding that Cash-in-Lieu of Medical Coverage payments do not need to be included in the regular rate, the City will cease including Cash-in-Lieu in the regular rate.
- ~~13.1.15 In the event that the City’s contributions towards medical premiums are less than the Kaiser rate at each level of participation (single, two-party, or family) for either plan year 2019 or plan year 2020, the parties will meet and confer in an attempt to address the differences between the City contribution and the Kaiser premium.~~

## 13.2 Dental Insurance

- 13.2.1 The City shall pay the full cost for Dental Insurance administered by Delta Dental or an equivalent third party administrator up to the annual maximums described in the summary plan description.
- 13.2.2 Dental Benefits will be provided as described in the summary plan description.

13.3 Vision

- a. ~~Effective the latter of January 1, 2016, or upon agreement with all employee groups,~~  
The City shall pay the full cost for fully insured Vision Insurance provided by VSP, or an equivalent insurance provider, providing vision benefits as described in the summary plan description.

13.4 Employee Assistance Program

The City shall continue to provide an employee assistance program to ~~worker~~employees as currently provided.

13.5 Life Insurance

The City will provide to all ~~worker~~employees life insurance at the rate of 1-1/2 times each ~~worker~~employee's regular yearly wage.

ARTICLE 14: RETIREMENT

- 14.1 The City will continue the retirement program and benefits currently provided under contract with the Public Employees' Retirement System.

- 14.2 Retirement benefits for employees hired by the City prior to February 12, 2012 shall be those established by the Public Employees' Retirement System (CalPERS) for local miscellaneous members 2.7% at age 55 formula, single highest year.

- 14.3 Retirement benefits for employees hired by the City on or after February 12, 2012, who are not new members as defined by CalPERS, shall be those established by the Public Employees' Retirement System (CalPERS) for local miscellaneous members 2.0% at age 60 formula, highest three years.

- 14.4 For new employees, as defined by CalPERS, hired on or after January 1, 2013, retirement benefits shall be those established by the California Public Employees' Retirement System (CalPERS) for Miscellaneous Members 2.0% at age 62 formula, highest three years.

- 14.5 The full unit member's contribution shall be deducted from the unit member's pay by the City and forwarded to the Public Employees' Retirement System in accordance with the rules and regulations governing such contributions.

- 14.6 The City and Union have entered into a cost-sharing agreement whereby the City and members shared increases in the employer rate above a baseline rate of 14.597%. Over time, that rate has risen so that employees were paying 6.67% of the City's contribution ("Member-Paid-City Contribution") as of July 1, 2022.

The City and Union have agreed to freeze the Member-Paid City Contribution at 6.67% as of June 30, 2023.

Effective July 1, 2023, the Member-Paid Employer Contribution will be reduced to 2.67%.

Effective July 1, 2024, the Member-Paid Employer Contribution will be reduced to zero. Should the employer rate rise above 14.597%, the increase shall be shared equally between the employee and the employer. As an example, if the employer rate for 2011-12 is 15.597%, the City shall pay 15.097% and the employee shall pay 8.500% (inclusive of the 8.000% fixed employee contribution).

~~14.7 Effective as soon as practicable and after December 1, 2014, the employee contribution towards the employer's contribution to the Public Employees' Retirement System (CalPERS) shall be taken as a pre-tax deduction from the employees' paycheck each payroll period. The City and the Union agree that the employee contribution towards the employer's contribution will continue past the expiration of the MOU. If for any reason the City is precluded from making this deduction or the deduction cannot be made on a pre-tax basis, the parties agree to meet and confer regarding ways to cure the defect.~~

## ARTICLE 15: GRIEVANCE PROCEDURE

### 15.1 Definitions

- 15.1.1 A grievance is an alleged violation, misinterpretation or misapplication of the provisions of this Memorandum of Understanding, policy and/or procedure manuals affecting the working conditions of the ~~worker~~employees covered by this Agreement.
- 15.1.2 A "Disciplinary appeal" is an appeal from a disciplinary action of a Letter of Reprimand or higher, against an employee covered by this Memorandum of Understanding.
- 15.1.3 A "grievant" is any ~~worker~~employee adversely affected by an alleged violation of the specific provision of this Memorandum, or the Union.
- 15.1.4 A "day" is any day in which the City Hall of Menlo Park is open for business.
- 15.1.5 The "immediate supervisor" is the lowest level administrator who has been designated to adjust grievances and who has immediate jurisdiction over the grievant.

## 15.2 General Provisions

- 15.2.1 Every effort will be made by the parties to settle grievances at the lowest possible level.
- 15.2.2 All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 15.2.3 No party to a grievance shall take any reprisals against the other party to the grievance because the party participated in an orderly manner in the grievance procedure.
- 15.2.~~43~~ Failure of the grievant to adhere to the time deadlines shall mean that the grievance is settled. The grievant and the City may extend any time deadline by mutual agreement.
- 15.2.~~54~~ Every effort will be made to schedule meetings for the processing of grievances at times which will not interfere with the regular work day of the participants.
- 15.2.~~65~~ Either the City or the Grievant may be represented at any step of the grievance procedure by an individual of the party's choice.
- 15.2.~~76~~ Any unit member may at any time present grievances to the City and have such grievances adjusted without the intervention of the Union, as long as the adjustment is reached prior to arbitration and is not inconsistent with the terms of this Memorandum; provided that the City shall not agree to a resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the Union.
- 15.2.~~87~~ Failure of a unit member to file a grievance over an adverse action which constitutes a "grievance" as defined herein shall not constitute a waiver of other unit members' rights to file future grievances involving the same or similar adverse actions.
- 15.2.~~98~~ The City and Union may agree to consolidate grievances at Level III and beyond.
- 15.2.~~109~~ All written responses by Management regarding a grievance shall be sent to the grievant, designated union steward, and the Union.

## 15.3 Grievance Procedure (for grievances as defined in 15.1.1)

Grievances will be processed in accordance with the following procedures.

15.3.1 Level I - Informal Resolution/Immediate Supervisor

15.3.1.1 Any unit member who believes ~~he/she has~~they have a grievance shall present the grievance orally to the immediate supervisor within ten (10) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The immediate supervisor shall hold discussions and attempt to resolve the matter within ten (10) days after the presentation of the grievance. It is the intent of this informal meeting that at least one (1) personal conference be held between the aggrieved unit member and the immediate supervisor.

15.3.2 Level II - Department Director

15.3.2.1 If the grievance is not resolved at Level I and the grievant wishes to press the matter, the grievant shall present the grievance in writing on the appropriate form to Department Director within ten (10) days after the oral decision of the immediate supervisor. The written information shall include:

- a) a description of the specific grounds of the grievance including names, dates, and places necessary for a complete understanding of the grievance;
- b) a listing of the provisions of this Memorandum which are alleged to have been violated;
- c) a listing of the reasons why the immediate supervisor's proposed resolution of the problem is unacceptable; and
- d) a listing of specific actions requested by the grievant of the City which will remedy the grievance.

15.3.2.2 The Department Director or designee shall communicate the decision to the grievant in writing within ten (10) days after receipt of the grievance. If the Department Director or designee does not respond within the time limits, the grievant may appeal to the next level.

15.3.2.3 With the concurrence of the City, ~~a worker~~an employee or the Union may choose to file the formal grievance initially at Level II (the Department Director) instead of Level I.

- 15.3.2.4 Within the above time limits either party may request a personal conference.
- 15.3.3 Level III - Appeal to City Manager
  - 15.3.3.1 If the grievant is not satisfied with the decision at Level II, the grievant may, within ten (10) days of the receipt of the decision at Level III, appeal the decision to the City Manager. The statement shall include a copy of the original grievance, all decisions rendered and a clear and concise statement of the reasons for the appeal.
  - 15.3.3.2 The City Manager or designee shall respond to the grievance in writing within ten (10) days of receipt of the written appeal.
- 15.3.4 Level IV - Arbitration
  - 15.3.4.1 If the grievant is not satisfied with the decision at Level IV, the grievant may within five (5) days of the receipt of the decision submit a request in writing to the Union for arbitration of the dispute. Within fifteen (15) days of the grievant's receipt of the decision at Level III, the Union shall inform the City of its intent as to whether or not the grievance will be arbitrated. The Union and the City shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Mediation and Conciliation Service supply a panel of five (5) names of persons experienced in hearing grievances involving City employees and who are members of the National Academy of Arbitrators (NAA). Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.
  - 15.3.4.2 If either the City or the Union so requests, a separate arbitrator shall be selected to hear the merits of any issue raised regarding the arbitrability of a grievance. No hearing on the merits of the grievance will be conducted until the issue of arbitrability has been decided. The process to be used in selecting an arbitrator shall be as set forth in 15.3.5.1.
  - 15.3.4.3 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.



- 15.3.4.4 The City and the Union agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Memorandum at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Memorandum or impose any limitations or obligations not specifically provided for under the terms of this Memorandum. The arbitrator shall be without power or authority to make any decision that requires the City or the administration to do an act prohibited by law.
- 15.3.4.5 After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties ~~his/her~~their findings and award.
- 15.3.4.6 The arbitrator shall make a final and binding determination.
- 15.3.4.7 The fees and expenses of the arbitrator shall be shared equally by the City and the Union (including the cost of any list of arbitrators requested pursuant to Section 15.3.4.1). All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they both mutually agree. If the arbitrator requests a court reporter, then the costs shall be shared by both parties.

#### 15.4 Disciplinary Appeals

- 15.4.1 A “disciplinary appeal” is a formal written appeal of a Notice of Disciplinary Action (post-Skelly) of any punitive disciplinary action including dismissal, demotion, suspension, reduction in salary, letters of reprimand, or transfer for purposes of punishment. However, letters of reprimand are not subject to the arbitration provisions of this procedure. This procedure also shall not apply to the rejection or termination of at will employees, including those in probationary status. Any reduction in pay for change of assignments which occurs in the course of regular rotation and is not punitive shall not be subject to this procedure.
- 15.4.2 Persons on probationary status (entry-level or promotional) may not appeal under this agreement rejection on probation. Letters of Reprimand may be appealed under this section only to the City Manager level (Section 15.4.4).
- 15.4.3 Any appeal to any punitive disciplinary action (as defined in Section 15.1.2) shall be presented in writing to the City Manager within ten (10) days after

receipt of the Notice of Disciplinary Action. Failure to do so will be deemed a waiver of any appeal. The City Manager or designee shall hold a meeting to hear the appeal within ten (10) days after the presentation of the appeal and shall issue a decision on the appeal within ten (10) days of the presentation of the appeal. For letters of reprimand, the City Manager's decision shall be final. However the employee may write a response and have that response included in ~~his or her~~their personnel file.

- 15.4.4 For appeals from dismissal, demotion, suspension, or reduction in salary, if the employee is not satisfied with the decision of the City Manager, the employee may, within ten (10) days of the receipt of the decision, submit a request in writing to the Union for arbitration of the dispute. Within twenty (20) days of the City Manager's decision, the Union shall inform the City of its intent as to whether or not the disciplinary matter will be arbitrated. The Union must be the party taking the matter to arbitration.
- 15.4.5 The parties shall attempt to agree to the selection of an arbitrator and may agree to strike names from a list provided by an outside agency such as the State Mediation and Conciliation Service. However, in the event that the City and the Union cannot agree upon the selection of an arbitrator within forty-five (45) days from the date that Union has notified the City of its intent to proceed to Arbitration, either party may request the Superior Court of the County of San Mateo appoint an arbitrator who shall be a retired judge of the Superior Court of San Mateo County.
- 15.4.6 The City and the Union agree that the arbitrator shall prepare a written decision containing findings of fact, determinations of issues and a disposition either affirming, modifying or overruling the disciplinary action being appealed. The parties expressly agree that the arbitrator may only order as remedies those personnel actions which the City may lawfully impose.
- 15.4.7 The fees and expenses of the arbitrator (including the cost of any list of arbitrators) shall be shared equally by the City and Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. By mutual agreement, the cost of the services of such court reporter shall be shared equally by the parties. However, each party shall be responsible for the cost of transcripts that they order.
- 15.4.8 Nothing herein constitutes a waiver of City or employee rights otherwise granted by law.

## ARTICLE 16: EFFECT ON EXISTING PRACTICES

16.1 Changes in Personnel Rules and Department Regulations

During the term of this Memorandum of Understanding, the parties hereto will meet and confer regarding changes proposed by the City in the City's Personnel Rules and Department Rules and Regulations.

16.2 Effect of Agreement

This Agreement completely supersedes any prior agreements between the parties. It also supersedes any conflicting provision in the City's Personnel Rules.

16.3 Existing Practices

Existing practices and/or benefits which are not referenced in this Memorandum and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process.

16.4 Waiver Clause

Except as provided in Section 16.3, Existing Practices, the ~~worker~~employees waive their right to meet and confer during the term of this Agreement on any matter raised during the meeting and conferring which preceded this Agreement.

ARTICLE 17: NONDISCRIMINATION

17.1 The parties agree that they, and each of them, shall not discriminate against any employee on the basis of race, religion, color, creed, age, marital status, national origin, ancestry, sex, sexual orientation, medical condition or disability. The parties further agree that this Section shall not be subject to the Grievance Procedure provided in this Agreement. However, any individual, including a representative of the Union, may bring forth a complaint of discrimination and/or harassment on behalf of ~~a worker~~an employee.

17.2 The parties agree that they, and each of them, shall not discriminate against any employee because of membership or lack of membership in the Union, or because of any authorized activity on behalf of the Union. The parties further agree that this Section may be subject to the Grievance Procedure provided in this Agreement.

ARTICLE 18: MANAGEMENT RIGHTS

18.1 Except to the extent that the rights are specifically limited by the provisions of this Agreement, the City retains all rights, powers, and authority granted to it or which it has pursuant to any law, including, but not limited to: The right to direct the work force; increase, decrease or re-assign the work force; hire, promote, demote; discharge or

discipline for cause; transfer or reclassify employees; assign employees days of work, shifts, overtime and special work requirements, and to determine the necessity, merits, mission and organization of any service or activity of the City or of any City Department, Agency or Unit.

- 18.1.1 The City has the sole and absolute right to determine the nature and type of, assign, reassign, revoke assignments of or withdraw assignments of, City equipment, including motor vehicles, to or from employees during, after or before hours of duty.
- 18.1.2 The City has the sole and absolute right to determine the methods, means and numbers and kinds of personnel by which City operations are to be conducted, including the right to contract or subcontract bargaining unit work provided that the City will meet and confer in advance on the impact of subcontracting on work load and safety and any other matter within the scope of representation;
- 18.1.3 The City has the sole and absolute right to determine methods of financing;
- 18.1.4 The City has the sole and absolute right to determine size and composition of the work force and allocate and assign work by which the City operations are to be conducted;
- 18.1.5 The City has the sole and absolute right to determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions;
- 18.1.6 The City has the sole and absolute right to make all decision relating to merit, necessity or organization of City Service;
- 18.1.7 The City has the sole and absolute right to discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline ~~workers~~ employees in accordance with applicable laws;
- 18.1.8 The City has the sole and absolute right to establish employee performance standards including, but not limited to, quality and standards, and to require compliance therewith;
- 18.1.9 The City has the sole and absolute right to take necessary actions to carry out its mission in emergencies; and
- 18.1.10 The City has the sole and absolute right to exercise complete control and discretion over its organization and the technology of performing its work.
- 18.1.11 The City has the sole and absolute right to take any and all steps necessary to discharge the City's responsibilities to provide for the safety of the public it

serves and to provide employees with a safe working environment; provided, however, nothing herein shall preclude the Union from providing input, consulting and/or meeting and conferring with the City as required by law on such safety issues so long as such actions do not prevent the City from discharging these responsibilities.

- 18.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Memorandum and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States and the Constitution and laws of the State of California.
- 18.3 The exercise by the City through its Council and management representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to any grievance procedure nor subject to meeting and conferring.

#### ARTICLE 19: CONCERTED ACTIVITIES

- 19.1 As used in this Article 19, “strike or work stoppage” means the concerted failure to report for duty, the willful absence from one’s position, the stoppage of work, or the abstinence in whole or in part from the full, faithful performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions of compensation, or the rights, privileges or obligations of employment.
- 19.2 It is agreed and understood that there will be no strike, work stoppage, slowdown, or refusal to fully and faithfully perform job functions with responsibilities, or any interference with the operations of the City, or any concerted effort designed to improve its bargaining position which interferes with, impedes, or impairs City operations by the Union or by its officers, agents or members. The Union agrees that neither the Union nor its officers, agents or members will, in any manner whatsoever, honor, assist or participate in any picketing activities, sanctions or any other form of interference with City operations by any other non-unit employees or members of other employee associations or groups.
- 19.3 Furthermore, the Union agrees that the provisions in this Article 19 are enforceable by the City in a Court of law. The City may, upon its own election, initiate such court action as it deems appropriate to enjoin or impose damages on the Union, its officers, agents or members for activities referred to herein.
- 19.4 It is further agreed and understood that neither the Union nor its officers, agents, or members shall engage in any boycott, picketing or any other concerted attempts to discourage, impair or negatively affect the businesses of members of the City Council.

19.5 Nothing herein shall be deemed to limit the remedies available to the City in dealing with concerted activities as described hereinabove.

## ARTICLE 20: SEPARABILITY

If any provision of this Agreement shall be declared void or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect, except that either party to the Agreement may request the other party to meet and confer in regard to amending the Agreement to replace the provisions declared void or unenforceable. However, there will be no obligation on either party to agree on a replacement provision.

## ARTICLE 21: DISCIPLINARY ACTION

- 21.1 For just cause, the City has the right to discipline, including suspend, demote, or discharge permanent workeremployees for unsatisfactory work or conduct.
- 21.2 Non-probationary workeremployees whose work or conduct is unsatisfactory but not sufficiently deficient to warrant discipline, demotion, or discharge will be given a written notification of unsatisfactory work or conduct and an opportunity to improve. Failure to correct deficiencies and improve to meet standards may result in discipline, demotion or discharge. Reprimands shall not be subject to the arbitration provisions of Article 15, Disciplinary Appeals.
- 21.3 A Notice of Intended Discipline (NOID) must be in writing and served on the workeremployee in person or by registered mail prior to the disciplinary action becoming effective. The Chief Steward of the Chapter and the Union shall also be given a copy unless the workeremployee submits a written request to Human Resources that the Notice of Intended Discipline not be forwarded to the Union. The Notice of Intended Discipline must be filed on a timely basis with the Human Resources Department. The Notice of Intended Discipline shall include:
- 21.3.1 Statement of the nature of the disciplinary action;
  - 21.3.2 Statement of the reasons for the proposed action;
  - 21.3.3 Statement in ordinary and concise language of the act or the omissions upon which the reasons for the proposed disciplinary action are based; and
  - 21.3.4 Copies of any documents or other items of evidence upon which the intended disciplinary action was fully or in part based.
  - 21.3.5 In cases of demotion, discharge, or suspension of workeremployees in permanent status at the time of the discipline, the Notice of Intended

Discipline shall include a statement of the ~~worker~~employee's right to respond, either orally, at a meeting requested by the ~~worker~~employee, or in writing. The opportunity to respond shall be afforded prior to the action becoming effective, but the ~~worker~~employee must respond no later than five (5) days after receipt of notice of intended disciplinary action. A conference, if requested, shall be scheduled and held as soon as possible but in no event later than thirty (30) days after receipt of notice of intended disciplinary action.

## ARTICLE 22: TRANSFER

### 22.1 Definition

22.1.1 For purposes of this Article, a "transfer" shall consist of a change in work location of ~~a worker~~an employee from one work site to another work site within the City. Such a transfer does not encompass the process of assignment of a specific position and responsibilities within the department or work location. ~~A worker~~An employee assigned to more than one work site shall be considered as being transferred only when moved from one City-wide program to another program. A transfer may be initiated by ~~a worker~~an employee ("voluntary") or by the City ("administrative").

### 22.2 Voluntary Transfers as a Result of Posting and Filling Vacancies

22.2.1 A "vacancy" is a new position, an opening arising from a resignation, retirement, or termination, any position to which ~~a worker~~an employee is not assigned or which is not committed for purposes of leaves, unresolved administrative transfers or layoffs.

22.2.2 Notices of vacancies shall be posted for at least five (5) working days on the bulletin board in the City's administrative offices. Such notices shall be posted as soon as the City determines that a vacancy exists and shall include the position description, location, and other special requirements.

22.2.3 The request for transfer will be sent to the Human Resources with a copy to the Department Director. A conference shall be held at the request of the ~~worker~~employee or Human Resources in order to discuss the request.

22.2.4 For purposes of selection between two or more ~~worker~~employees requesting transfer to a vacant position, the City shall consider the training experience, competencies, length of service in the City, past evaluations, and qualifications of each ~~worker~~employee.

22.2.5 When the City has considered two or more ~~worker~~employees requesting a transfer to a vacant position to be relatively equal on the basis of training, experience, competence, past evaluations, and qualifications, the

~~worker~~employee with the most City-wide seniority shall be selected for transfer to the vacant position.

22.2.6 The City shall notify the ~~worker~~employee requesting transfer, in writing, of the City's acceptance or denial of the request. The City shall provide written reasons for not granting the transfer request upon the request of the ~~worker~~employee. Transfer requests shall be acted upon prior to filling positions by promotion or outside applicants.

### 22.3 Administrative Transfers

22.3.1 An administrative transfer may be initiated by the Human Resources Director or ~~his/her~~their designee and shall be based exclusively on the work related special needs of the City and/or welfare of the ~~worker~~employees involved and will not be for punitive or capricious reasons.

22.3.2 In the event that circumstances require that ~~a worker~~an employee be transferred on an administrative basis, the ~~worker~~employee and the Union shall be informed of the reason(s) in writing prior to such action and shall be afforded an opportunity to meet with the Human Resources Director regarding the proposed transfer.

22.3.3 For purposes of selecting which ~~worker~~employee shall be administratively transferred in order to meet the needs of the City, the City shall consider the training, experience, competencies, length of service in the City, past evaluations, qualifications, and current classification of each ~~worker~~employee considered. All things being relatively equal, the ~~worker~~employee with the least City-wide seniority will be transferred.

22.3.4 If total time of service with the City for two (2) or more ~~worker~~employees considered equal is the same, then, as between those ~~worker~~employees, the transfer will be determined by a lottery.

### 22.4 Length of Service Defined

22.4.1 For the purpose of this Article, "length of service" means all hours in paid status including holiday, vacation, and paid leave, but does not include any hours compensated for overtime or standby, , unpaid illness, unpaid industrial accident leave, or hours served as temporary or contract employee in classification other than the classification from which the ~~worker~~employee is being transferred.

22.4.2 No seniority credit shall be earned during periods of separation from service with the City, including suspension without pay as a result of disciplinary action.



ARTICLE 23: SAFETY

23.1 It is the City’s intention to provide the safest possible equipment and working conditions to the workforce of the City of Menlo Park. Toward that end, the City is committed to making the necessary expenditures to purchase this equipment.

23.2 The Union and the City agree to continue to participate in the City Safety Committee.

ARTICLE 24: CONTRACTING SERVICES

The City shall notify the Union at least sixty days in advance of the effective date of the proposed action to contract services and shall, upon request, meet and confer with the Union regarding the contracting out of any work to an independent contractor which results in the elimination of a filled bargaining unit position, layoff, or permanently reduces the hours worked by a member of the unit. This provision would also apply if a position was frozen and contract services used to fill the position for more than one annual budget cycle. This provision is not intended to expand upon or contract any rights or obligations already granted or imposed by law. This provision does not mean that the Union is agreeing in advance to anything other than to meet and confer.

ARTICLE 25: TERM OF AGREEMENT

This Agreement shall remain in full force and effect up to and including June 30, ~~2026~~2023, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no earlier than January 30 of any year, and no later than March 30 of any year, of its request to modify, amend, or terminate the Agreement. If the parties enter into subsequent meeting and conferring regarding a successor agreement, the terms and conditions of this Agreement shall remain in effect until a successor Agreement is reached, or until meeting and conferring is concluded.

The terms of this Agreement shall be effective upon the adoption of this Agreement by the City Council except as otherwise provided by specific sections of this Agreement.

Dated: \_\_\_\_\_

City of Menlo Park

Local 521, SEIU, CTW, CLC

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

APPENDIX "A"

CLASSIFICATIONS REPRESENTED BY  
LOCAL 521, SERVICE EMPLOYEES INTERNATIONAL UNION, CTW, CLC

ACCOUNTANT I  
ACCOUNTANT II  
ACCOUNTING ASSISTANT I  
ACCOUNTING ASSISTANT II  
ADMINISTRATIVE ASSISTANT  
ASSISTANT ENGINEER  
ASSISTANT PLANNER  
ASSISTANT TRANSPORTATION PLANNER  
ASSOCIATE CIVIL ENGINEER  
ASSOCIATE ENGINEER  
ASSOCIATE PLANNER  
ASSOCIATE TRANSPORTATION ENGINEER  
ASSOCIATE TRANSPORTATION PLANNER  
BUILDING CUSTODIAN  
BUILDING INSPECTOR I  
BUILDING INSPECTOR II  
CHILD CARE TEACHER I  
CHILD CARE TEACHER II  
~~CHILD CARE TEACHER'S AIDE~~ CODE ENFORCEMENT OFFICER  
COMMUNICATIONS DISPATCHER  
COMMUNICATIONS TRAINING DISPATCHER  
COMMUNITY DEVELOPMENT TECHNICIAN  
COMMUNITY SERVICE OFFICER  
CONSTRUCTION INSPECTOR I  
CONSTRUCTION INSPECTOR II  
CONTRACTS SPECIALIST  
DEPUTY CITY CLERK  
ENGINEERING TECHNICIAN I  
ENGINEERING TECHNICIAN II  
ENTERPRISE APPLICATIONS SUPPORT SPECIALIST I  
ENTERPRISE APPLICATIONS SUPPORT SPECIALIST II  
EQUIPMENT MECHANIC  
EXECUTIVE ASSISTANT  
FACILITIES MAINTENANCE TECHNICIAN I  
FACILITIES MAINTENANCE TECHNICIAN II  
GIS ANALYST I  
GYMNASTICS INSTRUCTOR  
INFORMATION TECHNOLOGY SPECIALIST I  
INFORMATION TECHNOLOGY SPECIALIST II  
JUNIOR ENGINEER

Classifications

Page 2

~~JUNIOR ENGINEER~~

LIBRARIAN I

LIBRARIAN II

LIBRARY ASSISTANT I

LIBRARY ASSISTANT II

LIBRARY ASSISTANT III

Classifications

Page 2

~~LIBRARY CLERK~~

~~LIBRARY PAGE~~

MAINTENANCE WORKER I

MAINTENANCE WORKER II

MANAGEMENT ANALYST I

OFFICE ASSISTANT

PARKING ENFORCEMENT OFFICER

PERMIT TECHNICIAN

PLAN CHECK ENGINEER

PLANNING TECHNICIAN

POLICE RECORDS SPECIALIST

PROGRAM AIDE/DRIVER

PROGRAM ASSISTANT

PROJECT MANAGER

PROPERTY AND COURT SPECIALIST

~~RECREATION AIDE~~

~~RECREATION LEADER~~

~~RED LIGHT PHOTO ENFORCEMENT SPECIALIST~~

SENIOR ACCOUNTING ASSISTANT

SENIOR COMMUNICATIONS DISPATCHER

SENIOR ENGINEERING TECHNICIAN

SENIOR EQUIPMENT MECHANIC

SENIOR FACILITIES MAINTENANCE TECHNICIAN

SENIOR MAINTENANCE WORKER

SENIOR OFFICE ASSISTANT

SENIOR PLANNER

SENIOR POLICE RECORDS SPECIALIST

SENIOR PROGRAM ASSISTANT

~~SENIOR RECREATION LEADER~~

SENIOR SUSTAINABILITY SPECIALIST

SENIOR TRANSPORTATION PLANNER

SENIOR WATER SYSTEM OPERATOR

SUSTAINABILITY SPECIALIST

TRANSPORTATION DEMAND MANAGEMENT COORDINATOR  
WATER QUALITY SPECIALIST  
WATER SYSTEM OPERATOR I  
WATER SYSTEM OPERATOR II

APPENDIX “B—1”

Pay Ranges

|

APPENDIX "B"  
Pay Ranges - Effective 07/16/2023

Classification Title	Minimum (Step A)	Step B	Step C	Step D	Maximum (Step E)
Accountant I	\$ 87,734	\$ 92,122	\$ 96,728	\$ 101,565	\$ 106,643
Accountant II	\$ 96,095	\$ 100,637	\$ 105,385	\$ 110,453	\$ 115,717
Accounting Assistant I	\$ 62,216	\$ 65,165	\$ 68,174	\$ 71,359	\$ 74,661
Accounting Assistant II	\$ 68,174	\$ 71,359	\$ 74,661	\$ 78,150	\$ 81,818
Administrative Assistant	\$ 68,379	\$ 71,573	\$ 74,885	\$ 78,385	\$ 82,063
Assistant Engineer	\$ 105,817	\$ 110,859	\$ 116,160	\$ 121,705	\$ 127,503
Assistant Planner	\$ 95,875	\$ 100,383	\$ 105,195	\$ 110,208	\$ 115,473
Assistant Transportation Planner	\$ 95,875	\$ 100,383	\$ 105,195	\$ 110,208	\$ 115,473
Associate Civil Engineer	\$ 118,735	\$ 124,419	\$ 130,350	\$ 136,648	\$ 143,267
Associate Engineer	\$ 112,205	\$ 117,576	\$ 123,182	\$ 129,133	\$ 135,388
Associate Planner	\$ 105,195	\$ 110,208	\$ 115,473	\$ 120,998	\$ 126,789
Associate Transportation Engineer	\$ 124,419	\$ 130,350	\$ 136,648	\$ 143,267	\$ 150,209
Associate Transportation Planner	\$ 105,195	\$ 110,208	\$ 115,473	\$ 120,998	\$ 126,789
Building Custodian	\$ 62,154	\$ 65,100	\$ 68,106	\$ 71,288	\$ 74,587
Building Inspector I	\$ 92,657	\$ 97,113	\$ 101,742	\$ 106,606	\$ 111,696
Building Inspector II	\$ 101,923	\$ 106,824	\$ 111,916	\$ 117,266	\$ 122,866
Child Care Teacher I	\$ 55,614	\$ 58,136	\$ 60,769	\$ 63,538	\$ 66,544
Child Care Teacher II	\$ 62,154	\$ 65,100	\$ 68,106	\$ 71,288	\$ 74,587
Child Care Teacher's Aide	\$ 41,726	\$ 43,614	\$ 45,587	\$ 47,629	\$ 49,732
Code Enforcement Officer	\$ 87,678	\$ 91,822	\$ 96,153	\$ 100,778	\$ 105,581
Communications Dispatcher	\$ 94,924	\$ 99,411	\$ 104,101	\$ 109,107	\$ 114,307
Communications Training Dispatcher	\$ 99,626	\$ 104,325	\$ 109,342	\$ 114,554	\$ 120,031
Community Development Technician	\$ 74,567	\$ 78,019	\$ 81,665	\$ 85,496	\$ 89,514
Community Service Officer	\$ 72,907	\$ 76,336	\$ 79,871	\$ 83,662	\$ 87,678
Construction Inspector I	\$ 87,412	\$ 91,617	\$ 95,983	\$ 100,572	\$ 105,374
Construction Inspector II	\$ 96,153	\$ 100,778	\$ 105,581	\$ 110,629	\$ 115,911
Contracts Specialist	\$ 76,990	\$ 80,610	\$ 84,343	\$ 88,347	\$ 92,587
Deputy City Clerk	\$ 79,862	\$ 83,662	\$ 87,678	\$ 91,822	\$ 96,153
Engineering Technician I	\$ 80,152	\$ 83,864	\$ 87,845	\$ 92,061	\$ 96,413
Engineering Technician II	\$ 89,855	\$ 94,082	\$ 98,506	\$ 103,229	\$ 108,148
Enterprise Applications Support Specialist I	\$ 94,840	\$ 99,582	\$ 104,561	\$ 109,789	\$ 115,279
Enterprise Applications Support Specialist II	\$ 105,192	\$ 110,250	\$ 115,505	\$ 121,028	\$ 126,807
Equipment Mechanic	\$ 79,862	\$ 83,662	\$ 87,678	\$ 91,822	\$ 96,153
Executive Assistant	\$ 78,073	\$ 81,736	\$ 85,576	\$ 89,602	\$ 93,816
Facilities Maintenance Technician I	\$ 66,544	\$ 69,608	\$ 72,907	\$ 76,336	\$ 79,871
Facilities Maintenance Technician II	\$ 72,907	\$ 76,336	\$ 79,871	\$ 83,662	\$ 87,678
GIS Analyst I	\$ 92,043	\$ 96,646	\$ 101,479	\$ 106,553	\$ 111,881
Gymnastics Instructor	\$ 44,525	\$ 46,539	\$ 48,641	\$ 50,812	\$ 53,148
Information Technology Specialist I	\$ 77,815	\$ 81,707	\$ 85,792	\$ 90,083	\$ 94,588
Information Technology Specialist II	\$ 86,460	\$ 90,523	\$ 94,781	\$ 99,238	\$ 103,997
Junior Engineer	\$ 85,362	\$ 89,630	\$ 94,112	\$ 98,818	\$ 103,759
Librarian I	\$ 74,587	\$ 78,073	\$ 81,736	\$ 85,576	\$ 89,602
Librarian II	\$ 83,662	\$ 87,678	\$ 91,822	\$ 96,153	\$ 100,778
Library Assistant I	\$ 58,136	\$ 60,769	\$ 63,538	\$ 66,544	\$ 69,608
Library Assistant II	\$ 63,538	\$ 66,544	\$ 69,515	\$ 72,907	\$ 76,336
Library Assistant III	\$ 69,515	\$ 72,907	\$ 76,336	\$ 79,871	\$ 83,577
Maintenance Worker I	\$ 63,538	\$ 66,544	\$ 69,515	\$ 72,907	\$ 76,336

APPENDIX "B"  
Pay Ranges - Effective 07/16/2023

Classification Title	Minimum (Step A)	Step B	Step C	Step D	Maximum (Step E)
Maintenance Worker II	\$ 69,515	\$ 72,907	\$ 76,336	\$ 79,871	\$ 83,662
Management Analyst I	\$ 92,043	\$ 96,646	\$ 101,479	\$ 106,553	\$ 111,881
Office Assistant	\$ 57,097	\$ 59,701	\$ 62,403	\$ 65,360	\$ 68,379
Parking Enforcement Officer	\$ 63,538	\$ 66,544	\$ 69,515	\$ 72,907	\$ 76,336
Permit Technician	\$ 74,567	\$ 78,018	\$ 81,665	\$ 85,496	\$ 89,513
Planning Technician	\$ 85,496	\$ 89,513	\$ 93,724	\$ 98,131	\$ 102,836
Police Records Specialist	\$ 69,515	\$ 72,907	\$ 76,336	\$ 79,871	\$ 83,662
Program Aide/Driver	\$ 39,920	\$ 41,726	\$ 43,614	\$ 45,587	\$ 47,629
Program Assistant	\$ 58,577	\$ 61,247	\$ 64,018	\$ 67,053	\$ 70,149
Project Manager	\$ 112,205	\$ 117,576	\$ 123,182	\$ 129,133	\$ 135,388
Property and Court Specialist	\$ 75,094	\$ 78,626	\$ 82,267	\$ 86,171	\$ 90,308
Senior Accounting Assistant	\$ 74,991	\$ 78,495	\$ 82,127	\$ 85,965	\$ 89,999
Senior Communications Dispatcher	\$ 106,207	\$ 111,314	\$ 116,620	\$ 122,196	\$ 128,029
Senior Engineering Technician	\$ 96,413	\$ 100,962	\$ 105,817	\$ 110,859	\$ 116,160
Senior Equipment Mechanic	\$ 87,868	\$ 92,155	\$ 96,489	\$ 100,958	\$ 105,749
Senior Facilities Maintenance Technician	\$ 79,862	\$ 83,662	\$ 87,678	\$ 91,822	\$ 96,153
Senior Office Assistant	\$ 62,403	\$ 65,360	\$ 68,379	\$ 71,573	\$ 74,885
Senior Planner	\$ 115,473	\$ 120,998	\$ 126,789	\$ 132,833	\$ 139,250
Senior Police Records Specialist	\$ 72,907	\$ 76,336	\$ 79,871	\$ 83,662	\$ 87,678
Senior Program Assistant	\$ 69,066	\$ 72,294	\$ 75,687	\$ 79,242	\$ 82,971
Senior Sustainability Specialist	\$ 86,614	\$ 90,757	\$ 95,101	\$ 99,635	\$ 104,448
Senior Transportation Planner	\$ 115,473	\$ 120,998	\$ 126,789	\$ 132,833	\$ 139,250
Senior Water System Operator	\$ 81,945	\$ 85,738	\$ 89,745	\$ 93,956	\$ 98,369
Sustainability Specialist	\$ 74,587	\$ 78,073	\$ 81,736	\$ 85,576	\$ 89,602
Transportation Demand Management Coord.	\$ 98,314	\$ 102,997	\$ 107,919	\$ 113,082	\$ 118,494
Water Quality Specialist	\$ 85,576	\$ 89,602	\$ 93,816	\$ 98,314	\$ 102,997
Water System Operator I	\$ 68,090	\$ 71,141	\$ 74,296	\$ 77,967	\$ 81,596
Water System Operator II	\$ 74,495	\$ 77,944	\$ 81,586	\$ 85,414	\$ 89,427



## APPENDIX "C"

### Menlo Park Labor Management Committee

#### GOAL

The Union and Management have a sincere desire to maintain and improve their progressive, mature and cooperative labor relations/personnel relationship throughout the length of the contract.

#### MEETINGS

In order to facilitate this, the parties agree to meet as necessary to discuss work and personnel/labor relations related issues of interest to either the ~~worker~~employees or management. These meetings shall not replace informal grievance meetings nor the responsibilities of the parties to meet and confer pursuant to the law and the agreement. However topics may include preliminary discussions of matters which may later develop into more formal concerns to be dealt with in official forums.

#### PARTICULARS

In attendance will be representatives from the City of Menlo Park, as determined by the issues to be discussed. A Union staff person and three members selected by the union shall represent the ~~worker~~employees. Additional department heads, members or consultants may be included as necessary.

Agenda shall be set in advance and mutually agreed to except that there shall be a regular item for either party to confirm or dispel rumors in labor relations/personnel topics since the last meeting.

Additional meetings may be set with mutual agreement.

Minutes shall be taken with each side alternately taking responsibility for taking and reproducing them. Confidential personal issues shall be discussed off the record and summarized in the minutes.

#### CALPERS LABOR MANAGEMENT COMMITTEE

Effective for the term of this agreement, the City and Union agree to the establishment of a Labor Management Committee (LMC) to serve as an advisory committee and to facilitate employee education and involvement in issues regarding CalPERS retirement benefits, including but not limited to, potential future costs increases and the impacts of said cost increases to the financial stability of the City.

The City and the Union shall each select their own representatives and in equal number, with no more than three (3) on each side. Each side is encouraged to propose issues for discussion, and the committee will jointly set priorities. Decision making within this forum will be by consensus. The LMC will set up regular meetings to occur not less than once per quarter and a means for calling additional meetings to handle issues on an ad hoc basis.

The LMC is not authorized to meet and confer or create contractual obligations nor are they to change the MOU to authorize any practice in conflict with existing contracts or rules.

#### STATE DISABILITY INSURANCE LABOR MANAGEMENT COMMITTEE (SDI-LMC)

Effective for the term of this agreement, the City and Union agree to the establishment of a Labor Management Committee to explore the possibility of the City enrolling employees into the California State Disability Insurance program (SDI –LMC). The SDI-LMC shall evaluate the benefits of enrolling employees in CSDI and consider the benefits of different payment structures (e.g., City contributions versus employee contributions) and will make recommendations on these issues.

The City and Union shall each select their own representatives in equal number, with no more than three (3) on each side. The SDI-LMC is not authorized to meet and confer or create contractual obligations nor are they to change the MOU to authorize any practice in conflict with existing contracts or rules.

The City and Union will consider the recommendations of the SDI-LMC and will meet and confer over those recommendations, but neither will be under any obligation with regard to the SDI-LMC's recommendations.

#### SPECIAL LABOR MANAGEMENT SUB-COMMITTEES

Effective for the term of this agreement, the City and Union agree to the use of a special Labor Management Sub-Committee to serve as an advisory committee and to facilitate employee education and involvement regarding the performance appraisal program and the City of Menlo Park Dental and Vision Plan.

The City and the Union shall each select their own representatives and in equal number, with no more than two (2) on each side. The sub-committee will jointly set priorities. Decision making within this forum will be by consensus. The sub-committee will set up regular meetings to occur not less than once per quarter.

The LMC is not authorized to meet and confer or create contractual obligations nor are they to change the MOU to authorize any practice in conflict with existing contracts or rules.

APPENDIX "D"

# EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

## Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

## Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness\*<sup>8</sup>; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.\*<sup>9</sup>

**\*The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

## Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

## Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months\*, and if at least 50 employees are employed by the employer within 75 miles.

**\*Special hours of service eligibility requirements apply to airline flight crew employees.**

## Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and

a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

## Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

## Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

## Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

## Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

## Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

## Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.**



For additional information:  
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627  
[WWW.WAGEHOUR.DOL.GOV](http://WWW.WAGEHOUR.DOL.GOV)

U.S. Department of Labor | Wage and Hour Division



WHD Publication 1420 - Revised February 2013

## APPENDIX “D”

### California Family Rights Act

The *Fair Employment and Housing Act*, enforced by the Department of Fair Employment and Housing (DFEH), contains family care and medical leave provisions for California employees. These leave provisions, known as the *California Family Rights Act* (CFRA), cover employers who do business in California and employ 50 or more part-time or full-time people.

All such employers must provide information about the CFRA provisions to their employees and post this information in a conspicuous place where employees tend to gather. Employers who provide employee handbooks must include information about CFRA leave in the handbook.

#### CFRA Leave Requirements

- To be eligible for CFRA leave, an employee must have more than 12 months of service with the employer and have worked at least 1,250 hours for that employer in the 12-month period before the leave begins.
- An eligible employee may take an unpaid leave to bond with an adopted or foster child or to bond with a newborn.
- An eligible CFRA employee may take unpaid leave to care for a parent, spouse or child with a serious health condition. CFRA leave may also be taken for the employee's own serious health condition.
- Full-time employees may take leave of up to 12 work weeks in a 12-month period. Part-time employees may take leave on a proportional basis. The leave does not need to be taken in one continuous period of time.
- An employer may require a 30-day advance notice of the need for a CFRA-qualifying leave. When this is not possible due to the unexpected nature of the leave, notice should be given as soon as practicable. Notice can be written or verbal and should include the timing and the anticipated duration of the leave. An employer must respond to a leave request within 10 calendar days.
- The employer may require written communication from the health-care provider of the child, parent, spouse, or employee with a serious health condition stating the reasons for the

leave and the probable duration of the condition.

- Employees are entitled to take CFRA leave in addition to any leave entitlement they might have under PDL. Leave taken for the birth or adoption of a child must be completed within one year of the event.
- In addition to the family care and medical leave requirements of the CFRA, employers of five or more persons have additional obligations pertaining to PDL. Please refer to the DFEH publication “Facts on Pregnancy Disability Leave” for more information.

#### Salary and Benefits During CFRA Leave

- Employers are not required to pay employees during a CFRA leave. An employer may require an employee to use accrued vacation time or other accumulated paid leave other than sick time. If the CFRA leave is for the employee's own serious health condition, the use of sick time can be required.
- If the employer provides health benefits under a group plan, the employer must continue to make these benefits available during the leave. The employee is also entitled to accrual of seniority and participation in other benefit plans.

#### Return Rights After CFRA Leave

- After CFRA leave, employees are guaranteed a return to the same or comparable position and can request the guarantee in writing.
- If the same position is no longer available, such as in a layoff or closure, the employer must offer a position that is comparable in terms of pay, location, job content, and promotional opportunities, unless the employer can prove that no comparable position exists. An employee is not entitled to reinstatement if the employee would have been otherwise laid off or terminated.

#### Family Temporary Disability Insurance (FTDI) or “Paid Family Leave”

Employees on CFRA leave of absence may also be eligible for six weeks of paid leave under FTDI, a program administered by the California Employment Development Department (EDD). For further information, contact the EDD at (800) 480-3287 or visit the web site at [www.edd.ca.gov](http://www.edd.ca.gov).

#### Filing a Complaint

If you believe your CFRA rights have been violated, you can explore filing a complaint with DFEH by following these steps:

- Contact DFEH by calling the toll-free number at (800) 884-1684 to schedule an appointment.
- Be prepared to present specific facts about the alleged discrimination or denial of leave.
- Keep records and provide copies of documents that support the charges in the complaint, such as paycheck stubs, calendars, correspondence, and other potential proof of discrimination.

Complaints must be filed within one year of the last act of discrimination.

DFEH will conduct an impartial investigation. We are not an advocate for either the person complaining or the person complained against. We represent the State of California. DFEH will, if possible, try to assist both parties to resolve the complaint.

If a voluntary settlement cannot be reached, and there is sufficient evidence to establish a violation of the law, DFEH may issue an accusation and litigate the case before the Fair Employment and Housing Commission or in civil court. If the Commission or a court decides in favor of the complaining party, remedies may include reinstatement, back pay, reasonable attorney's fees, damages for emotional distress, and administrative fines.

For more information, contact DFEH toll free at (800) 884-1684

TTY number at (800) 700-2320  
or visit our web site at [www.dfeh.ca.gov](http://www.dfeh.ca.gov)

*In accordance with the California Government Code and ADA requirements, this publication can be made available in Braille, large print, computer disk, or tape cassette as a disability-related reasonable accommodation for an individual with a disability. To discuss how to receive a copy of this publication in an alternative format, please contact DFEH at the numbers above.*



State of California  
Department of Fair Employment & Housing

DFEH-188 (04/04)

APPENDIX “DE”

**ANNUAL VACATION LEAVE CASHOUT**

**PURPOSE**

To establish a streamlined policy and procedure for eligible employees to receive the cash value of Vacation upon “selling” that Vacation time back to the City, otherwise known as the “Cashout” of Vacation accruals.

**SCOPE**

The Vacation “Cashout” program is available to all eligible employees represented by the Service Employees International Union (SEIU).

**POLICY**

Eligibility for participating in “Cashout” shall be determined by the following:

1. Employees must be Fulltime or Part-time with benefits.
2. Employees must have taken at least twenty-four (24) hours of Vacation Leave and/or Compensatory Time in the twelve (12) months immediately preceding the request for “Cashout” to be eligible to “Cashout” up to eighty (80) hours of Vacation. Employees must have taken at least forty (40) hours of Vacation Leave and/or Compensatory Time in the twelve (12) months immediately preceding the request for “Cashout” to be eligible to “Cashout” up to one hundred twenty (120) hours of Vacation.
3. Employee must pre-elect the number of Vacation Leave hours they will “Cashout” during the following calendar year up to maximum of 120 hours, prior to the start of that calendar year. The election will apply only to Vacation Leave hours accrued in the next tax year and eligible for “Cashout”.
4. The election to “Cashout” Vacation Leave hours in each designated year will be irrevocable. This means that employees who elect to “Cashout” Vacation Leave hours must cash out the number of accrued hours pre-designated on the election form provided by the City.
5. Employees who do not pre-designate or decline a “Cashout” amount by the annual deadline established by the City will be deemed to have waived the right to “Cashout” any leave in the following tax year and will not be eligible to “Cashout” Vacation Leave hours in the next tax year.
6. Employees who pre-designate “Cashout” amounts may request a “Cashout” at any time in the designated tax year by submitting a “Cashout” Request Form to Payroll. Payroll will complete the “Cashout” upon request, provided the requested “Cashout” amount has accrued and is consistent with the amount the employee pre-designated. If the full amount of hours

designated for cash out is not available at the time of “Cashout” request, the maximum available will be paid.

7. For employees who have not requested payment of the elected “Cashout” amount by November 1 of each Calendar Year, Payroll will automatically “Cashout” the pre-designated amount in a paycheck issued on or after the payroll date including November 1.

PROCEDURES

Employee:	<ol style="list-style-type: none"> <li>1. Verify eligibility for participation.</li> <li>2. Complete the “Cashout” Election Form and submit to Human Resources Division prior to the annual deadline.</li> </ol>
Human Resources Division:	<ol style="list-style-type: none"> <li>1. Communicate list of Employee elections to Finance/Payroll Division.</li> </ol>
Finance Department/Payroll Division:	<ol style="list-style-type: none"> <li>1. Verify eligibility for “Cashout” when requested by confirming election and available annual accruals.</li> <li>2. Process payment for cash value of “Cashout” requests minus withholdings required by State and IRS, to be distributed with regular payroll check in the next available payroll cycle.</li> <li>3. Adjust employee records to deduct Vacation Leave time paid off from available accruals.</li> </ol>



**STAFF REPORT**

**City Council Meeting Date:** 7/11/2023  
**Staff Report Number:** 23-168-CC

**Regular Business:** Adopt a resolution to amend the salary schedule effective July 16, 2023

**Recommendation**

Staff recommend that the City Council adopt a resolution (Attachment A) to amend the salary schedule effective July 16, 2023. This amendment incorporates salary changes related to the successor memorandum of understanding (MOU) between the City and the Service Employees' International Union, Local 521 (SEIU).

**Policy Issues**

In accordance with the City's personnel rules and regulations, the City Council is required to adopt changes to the City's salary schedule.

**Background**

The City Council retains sole authority to amend the salary schedule. The salary schedule is a published document that lists the salary ranges for all authorized classifications in accordance with state law.

In late June 2023, staff reached tentative agreement on a successor MOU with one of the City's collective bargaining units, the SEIU. This agreement includes provisions to increase salary ranges for certain represented employees.

**Analysis**

The existing labor agreement with SEIU required the City to conduct a total compensation study for the purpose of informing negotiations. After conducting a competitive request for proposals, the study was completed by Sloan Sakai Yeung & Wong, LLP, using market data as of November 2022.

Total compensation incorporates the full range of wages and benefits, including pension costs and pension cost share by employees. As part of the tentative agreement reached with SEIU on a successor labor agreement, the City is providing salary increases for those surveyed "benchmark" classifications and related job families found to be more than 5% below the total compensation market median. The classifications are being increased by the percentage that the survey determined the classification to be below market median. In addition, each non-surveyed classification that is tied to a benchmark classification will receive a base wage increase sufficient to maintain an appropriate differential between levels (and to correct internal discrepancies).

Based on the survey and the internal salary alignments, the parties have agreed to the following market-based equity adjustments:



- Communications dispatcher 6.77%
- Communications training dispatcher 7.00%
- Senior communications dispatcher 8.93%

Market-based equity adjustments are independent of the general salary increases being provided to all represented employees in future years of the labor agreement, and will be implemented in an additive (non-compounded) fashion.

### **Impact on City Resources**

The additional impact to the fiscal year 2023-24 adopted budget for these market adjustments is \$53,496. Through adoption of the successor MOU, these costs are incorporated into the adopted fiscal year 2023-24 budget.

### **Environmental Review**

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

### **Public Notice**

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

### **Attachments**

- A. Resolution with amended salary schedule
- B. Proposed salary schedule amendments (red-lined)

Report prepared by:  
Brittany Mello, Administrative Services Director

**RESOLUTION NO. XXXX**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
AMENDING THE SALARY SCHEDULE EFFECTIVE JULY 16, 2023**

WHEREAS, pursuant to the Personnel System Rules, the City Manager prepared a Compensation Plan; and

WHEREAS, the City conducted a total compensation study in November 2022 for the purpose of informing negotiations; and

WHEREAS, the salary schedule is being amended to incorporate market-based adjustments for benchmark classifications and related job families found to be more than five percent (5%) behind the total compensation market median.

NOW, THEREFORE BE IT RESOLVED that the following compensation provisions shall be established in accordance with the City's Personnel System rules.

BE IT FURTHER RESOLVED that any previous enacted compensation provisions contained in Resolution No. 6844 and subsequent amendments shall be superseded by this Resolution.

BE IT FURTHER RESOLVED that the changes contained herein on Exhibit A shall be effective July 16, 2023.

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 eleventh day of July, 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 July, 2023.

---

Judi A. Herren, City Clerk

Exhibits:

A. Amended salary schedule

Classification Title	Minimum (Step A)	Step B	Step C	Step D	Maximum (Step E)
Accountant I	\$ 87,734	\$ 92,122	\$ 96,728	\$ 101,565	\$ 106,643
Accountant II	\$ 96,095	\$ 100,637	\$ 105,385	\$ 110,453	\$ 115,717
Accounting Assistant I	\$ 62,216	\$ 65,165	\$ 68,174	\$ 71,359	\$ 74,661
Accounting Assistant II	\$ 68,174	\$ 71,359	\$ 74,661	\$ 78,150	\$ 81,818
Administrative Assistant	\$ 68,379	\$ 71,573	\$ 74,885	\$ 78,385	\$ 82,063
Administrative Services Director	\$ 165,347		Open Range		\$ 234,259
Assistant Administrative Services Director	\$ 130,376		Open Range		\$ 187,407
Assistant City Manager	\$ 174,616		Open Range		\$ 257,685
Assistant Community Development Director	\$ 130,376		Open Range		\$ 187,407
Assistant Engineer	\$ 105,817	\$ 110,859	\$ 116,160	\$ 121,705	\$ 127,503
Assistant Library and Community Services Director	\$ 133,380		Open Range		\$ 187,407
Assistant Planner	\$ 95,875	\$ 100,383	\$ 105,195	\$ 110,208	\$ 115,473
Assistant Public Works Director	\$ 144,870		Open Range		\$ 187,407
Assistant to the City Manager	\$ 125,490		Open Range		\$ 163,981
Assistant to the City Manager / City Clerk	\$ 125,490		Open Range		\$ 163,981
Assistant Transportation Planner	\$ 95,875	\$ 100,383	\$ 105,195	\$ 110,208	\$ 115,473
Associate Civil Engineer	\$ 118,735	\$ 124,419	\$ 130,350	\$ 136,648	\$ 143,267
Associate Engineer	\$ 112,205	\$ 117,576	\$ 123,182	\$ 129,133	\$ 135,388
Associate Planner	\$ 105,195	\$ 110,208	\$ 115,473	\$ 120,998	\$ 126,789
Associate Transportation Engineer	\$ 124,419	\$ 130,350	\$ 136,648	\$ 143,267	\$ 150,209
Associate Transportation Planner	\$ 105,195	\$ 110,208	\$ 115,473	\$ 120,998	\$ 126,789
Asst. Public Works Director - Engineering	\$ 144,870		Open Range		\$ 187,407
Asst. Public Works Director - Maintenance	\$ 144,870		Open Range		\$ 187,407
Asst. Public Works Director - Transportation	\$ 144,870		Open Range		\$ 187,407
Building Custodian	\$ 62,154	\$ 65,100	\$ 68,106	\$ 71,288	\$ 74,587
Building Inspector I	\$ 92,657	\$ 97,113	\$ 101,742	\$ 106,606	\$ 111,696
Building Inspector II	\$ 101,923	\$ 106,824	\$ 111,916	\$ 117,266	\$ 122,866
Business Manager	\$ 105,192	\$ 110,250	\$ 115,505	\$ 121,028	\$ 126,807
Chief Water Operator	\$ 101,983	\$ 106,843	\$ 111,948	\$ 117,304	\$ 122,918
Child Care Teacher I	\$ 55,614	\$ 58,136	\$ 60,769	\$ 63,538	\$ 66,544
Child Care Teacher II	\$ 62,154	\$ 65,100	\$ 68,106	\$ 71,288	\$ 74,587
Child Care Teacher's Aide	\$ 41,726	\$ 43,614	\$ 45,587	\$ 47,629	\$ 49,732
City Arborist	\$ 105,789	\$ 110,860	\$ 116,143	\$ 121,691	\$ 127,514
City Clerk	\$ 125,490		Open Range		\$ 163,981
City Councilmember	n/a		Annual Rate		\$ 7,680
City Manager	\$ 203,533		Open Range		\$ 281,111
Code Enforcement Officer	\$ 87,678	\$ 91,822	\$ 96,153	\$ 100,778	\$ 105,581
Communications and Records Manager	\$ 121,823	\$ 127,735	\$ 133,870	\$ 140,325	\$ 147,074
Communications Dispatcher	\$ 94,924	\$ 99,411	\$ 104,101	\$ 109,107	\$ 114,307
Communications Training Dispatcher	\$ 99,626	\$ 104,325	\$ 109,342	\$ 114,554	\$ 120,031
Community Development Director	\$ 165,126		Open Range		\$ 234,259
Community Development Technician	\$ 74,567	\$ 78,019	\$ 81,665	\$ 85,496	\$ 89,514
Community Service Officer	\$ 72,907	\$ 76,336	\$ 79,871	\$ 83,662	\$ 87,678
Construction Inspector I	\$ 87,412	\$ 91,617	\$ 95,983	\$ 100,572	\$ 105,374
Construction Inspector II	\$ 96,153	\$ 100,778	\$ 105,581	\$ 110,629	\$ 115,911
Contracts Specialist	\$ 76,990	\$ 80,610	\$ 84,343	\$ 88,347	\$ 92,587
Custodial Services Supervisor	\$ 71,518	\$ 74,828	\$ 78,324	\$ 82,000	\$ 85,853
Deputy City Clerk	\$ 79,862	\$ 83,662	\$ 87,678	\$ 91,822	\$ 96,153
Deputy City Manager	\$ 169,611		Open Range		\$ 234,259
Deputy Comm. Dev. Director - Housing	\$ 130,350		Open Range		\$ 175,695
Economic Development Manager	\$ 125,490		Open Range		\$ 163,981
Engineering Services Manager	\$ 130,350		Open Range		\$ 175,695
Engineering Technician I	\$ 80,152	\$ 83,864	\$ 87,845	\$ 92,061	\$ 96,413
Engineering Technician II	\$ 89,855	\$ 94,082	\$ 98,506	\$ 103,229	\$ 108,148
Enterprise Applications Administrator	\$ 118,341	\$ 123,962	\$ 129,850	\$ 136,083	\$ 142,657
Enterprise Applications Support Specialist I	\$ 94,840	\$ 99,582	\$ 104,561	\$ 109,789	\$ 115,279
Enterprise Applications Support Specialist II	\$ 105,192	\$ 110,250	\$ 115,505	\$ 121,028	\$ 126,807
Equipment Mechanic	\$ 79,862	\$ 83,662	\$ 87,678	\$ 91,822	\$ 96,153
Executive Assistant	\$ 78,073	\$ 81,736	\$ 85,576	\$ 89,602	\$ 93,816
Executive Assistant to the City Mgr	\$ 83,173	\$ 87,331	\$ 91,698	\$ 96,283	\$ 101,096
Extra Help Retired Annuitant	\$ 31,200		Open Range		\$ 249,600
Facilities Maintenance Technician I	\$ 66,544	\$ 69,608	\$ 72,907	\$ 76,336	\$ 79,871
Facilities Maintenance Technician II	\$ 72,907	\$ 76,336	\$ 79,871	\$ 83,662	\$ 87,678
Finance and Budget Manager	\$ 130,350		Open Range		\$ 175,695
Finance Director	\$ 165,125		Open Range		\$ 234,259
GIS Analyst I	\$ 92,043	\$ 96,646	\$ 101,479	\$ 106,553	\$ 111,881
GIS Analyst II	\$ 105,192	\$ 110,250	\$ 115,505	\$ 121,028	\$ 126,807
Gymnastics Instructor	\$ 44,525	\$ 46,539	\$ 48,641	\$ 50,812	\$ 53,148

City of Menlo Park  
**PROPOSED** Salary Schedule - Effective 07/16/2023

Classification Title	Minimum (Step A)	Step B	Step C	Step D	Maximum (Step E)
Housing & Economic Development Manager	\$ 125,490		Open Range		\$ 163,981
Housing Manager	\$ 125,490		Open Range		\$ 163,981
Human Resources Director	\$ 165,347		Open Range		\$ 234,259
Human Resources Manager	\$ 130,350		Open Range		\$ 175,695
Human Resources Technician I	\$ 72,243	\$ 75,661	\$ 79,039	\$ 82,895	\$ 86,794
Human Resources Technician II	\$ 79,467	\$ 83,227	\$ 86,943	\$ 91,185	\$ 95,473
Information Technology Manager	\$ 130,350		Open Range		\$ 175,695
Information Technology Specialist I	\$ 77,815	\$ 81,707	\$ 85,792	\$ 90,083	\$ 94,588
Information Technology Specialist II	\$ 86,460	\$ 90,523	\$ 94,781	\$ 99,238	\$ 103,997
Internal Services Manager	\$ 130,350		Open Range		\$ 175,695
Junior Engineer	\$ 85,362	\$ 89,630	\$ 94,112	\$ 98,818	\$ 103,759
Librarian I	\$ 74,587	\$ 78,073	\$ 81,736	\$ 85,576	\$ 89,602
Librarian II	\$ 83,662	\$ 87,678	\$ 91,822	\$ 96,153	\$ 100,778
Library and Community Services Director	\$ 161,038		Open Range		\$ 234,259
Library and Community Services Manager	\$ 130,350		Open Range		\$ 175,695
Library and Community Services Supervisor	\$ 96,464	\$ 101,103	\$ 105,920	\$ 110,985	\$ 116,285
Library Assistant I	\$ 58,136	\$ 60,769	\$ 63,538	\$ 66,544	\$ 69,608
Library Assistant II	\$ 63,538	\$ 66,544	\$ 69,515	\$ 72,907	\$ 76,336
Library Assistant III	\$ 69,515	\$ 72,907	\$ 76,336	\$ 79,871	\$ 83,577
Literacy Program Manager	\$ 85,853	\$ 89,891	\$ 94,118	\$ 98,630	\$ 103,330
Maintenance Worker I	\$ 63,538	\$ 66,544	\$ 69,515	\$ 72,907	\$ 76,336
Maintenance Worker II	\$ 69,515	\$ 72,907	\$ 76,336	\$ 79,871	\$ 83,662
Management Analyst I	\$ 92,043	\$ 96,646	\$ 101,479	\$ 106,553	\$ 111,881
Management Analyst II	\$ 105,192	\$ 110,250	\$ 115,505	\$ 121,028	\$ 126,807
Network Administrator	\$ 123,426	\$ 129,334	\$ 135,500	\$ 142,046	\$ 148,927
Office Assistant	\$ 57,097	\$ 59,701	\$ 62,403	\$ 65,360	\$ 68,379
Parking Enforcement Officer	\$ 63,538	\$ 66,544	\$ 69,515	\$ 72,907	\$ 76,336
Permit Manager	\$ 119,656	\$ 125,381	\$ 131,382	\$ 137,644	\$ 144,295
Permit Technician	\$ 74,567	\$ 78,018	\$ 81,665	\$ 85,496	\$ 89,513
Plan Check Engineer	\$ 119,866	\$ 125,604	\$ 131,591	\$ 137,949	\$ 144,631
Planning Manager	\$ 130,350		Open Range		\$ 175,695
Planning Technician	\$ 85,496	\$ 89,513	\$ 93,724	\$ 98,131	\$ 102,836
Police Chief	\$ 178,414		Open Range		\$ 257,685
Police Commander	\$ 160,572		Open Range		\$ 234,259
Police Corporal (2080 hours)	\$ 119,178	\$ 125,138	\$ 131,394	\$ 137,964	\$ 144,862
Police Corporal (2184 hours)	\$ 125,137	\$ 131,394	\$ 137,964	\$ 144,862	\$ 152,105
Police Officer (2080 hours)	\$ 110,735	\$ 116,271	\$ 122,084	\$ 128,189	\$ 134,599
Police Officer (2184 hours)	\$ 116,272	\$ 122,085	\$ 128,188	\$ 134,598	\$ 141,329
Police Records Specialist	\$ 69,515	\$ 72,907	\$ 76,336	\$ 79,871	\$ 83,662
Police Recruit	n/a		Hourly Rate		\$ 89,695
Police Sergeant (2080 hours)	\$ 137,060	\$ 143,913	\$ 151,108	\$ 158,664	\$ 166,597
Police Sergeant (2184 hours)	\$ 143,912	\$ 151,108	\$ 158,664	\$ 166,597	\$ 174,927
Principal Planner	\$ 127,020	\$ 134,973	\$ 141,433	\$ 148,174	\$ 153,174
Program Aide/Driver	\$ 39,920	\$ 41,726	\$ 43,614	\$ 45,587	\$ 47,629
Program Assistant	\$ 58,577	\$ 61,247	\$ 64,018	\$ 67,053	\$ 70,149
Project Manager	\$ 112,205	\$ 117,576	\$ 123,182	\$ 129,133	\$ 135,388
Property and Court Specialist	\$ 75,094	\$ 78,626	\$ 82,267	\$ 86,171	\$ 90,308
Public Works Supervisor - Fleet	\$ 108,236	\$ 113,425	\$ 118,829	\$ 124,506	\$ 130,463
Public Works Supervisor - Park	\$ 100,707	\$ 105,534	\$ 110,563	\$ 115,845	\$ 121,388
Public Works Supervisor - Streets	\$ 100,707	\$ 105,534	\$ 110,563	\$ 115,845	\$ 121,388
Public Works Supervisor - Trees	\$ 100,707	\$ 105,534	\$ 110,563	\$ 115,845	\$ 121,388
Recreation Coordinator	\$ 74,828	\$ 78,324	\$ 82,000	\$ 85,853	\$ 89,891
Revenue and Claims Manager	\$ 105,192	\$ 110,250	\$ 115,505	\$ 121,028	\$ 126,807
Senior Accountant	\$ 110,509	\$ 115,734	\$ 121,193	\$ 127,022	\$ 133,075
Senior Accounting Assistant	\$ 74,991	\$ 78,495	\$ 82,127	\$ 85,965	\$ 89,999
Senior Building Inspector	\$ 114,394	\$ 119,866	\$ 125,604	\$ 131,591	\$ 137,949
Senior Civil Engineer	\$ 130,770	\$ 137,087	\$ 143,729	\$ 150,693	\$ 158,036
Senior Communications Dispatcher	\$ 106,207	\$ 111,314	\$ 116,620	\$ 122,196	\$ 128,029
Senior Construction Inspector	\$ 105,769	\$ 110,856	\$ 116,139	\$ 121,707	\$ 127,793
Senior Engineering Technician	\$ 96,413	\$ 100,962	\$ 105,817	\$ 110,859	\$ 116,160
Senior Equipment Mechanic	\$ 87,868	\$ 92,155	\$ 96,489	\$ 100,958	\$ 105,749
Senior Facilities Maintenance Technician	\$ 79,862	\$ 83,662	\$ 87,678	\$ 91,822	\$ 96,153
Senior GIS Analyst	\$ 118,340	\$ 123,962	\$ 129,850	\$ 136,083	\$ 142,657

City of Menlo Park  
**PROPOSED** Salary Schedule - Effective 07/16/2023

Classification Title	Minimum (Step A)	Step B	Step C	Step D	Maximum (Step E)
Senior Human Resources Technician	\$ 87,414	\$ 91,550	\$ 95,637	\$ 100,303	\$ 105,021
Senior Library Assistant	\$ 76,467	\$ 80,198	\$ 83,969	\$ 87,858	\$ 91,935
Senior Maintenance Worker	\$ 79,862	\$ 83,662	\$ 87,678	\$ 91,822	\$ 96,153
Senior Management Analyst	\$ 118,340	\$ 123,962	\$ 129,850	\$ 136,083	\$ 142,657
Senior Office Assistant	\$ 62,403	\$ 65,360	\$ 68,379	\$ 71,573	\$ 74,885
Senior Planner	\$ 115,473	\$ 120,998	\$ 126,789	\$ 132,833	\$ 139,250
Senior Police Records Specialist	\$ 72,907	\$ 76,336	\$ 79,871	\$ 83,662	\$ 87,678
Senior Program Assistant	\$ 69,066	\$ 72,294	\$ 75,687	\$ 79,242	\$ 82,971
Senior Project Manager	\$ 123,426	\$ 129,334	\$ 135,500	\$ 142,046	\$ 148,927
Senior Sustainability Specialist	\$ 86,614	\$ 90,757	\$ 95,101	\$ 99,635	\$ 104,448
Senior Transportation Engineer	\$ 130,770	\$ 137,087	\$ 143,729	\$ 150,693	\$ 158,036
Senior Transportation Planner	\$ 115,473	\$ 120,998	\$ 126,789	\$ 132,833	\$ 139,250
Senior Water System Operator	\$ 81,945	\$ 85,738	\$ 89,745	\$ 93,956	\$ 98,369
Sustainability Manager	\$ 125,490	Open Range			\$ 163,981
Sustainability Specialist	\$ 74,587	\$ 78,073	\$ 81,736	\$ 85,576	\$ 89,602
Systems Administrator	\$ 118,340	\$ 123,962	\$ 129,850	\$ 136,083	\$ 142,657
Transportation Demand Management Coord.	\$ 98,314	\$ 102,997	\$ 107,919	\$ 113,082	\$ 118,494
Transportation Director	\$ 169,611	Open Range			\$ 234,259
Transportation Manager	\$ 130,350	Open Range			\$ 175,695
Water Quality Specialist	\$ 85,576	\$ 89,602	\$ 93,816	\$ 98,314	\$ 102,997
Water System Operator I	\$ 68,090	\$ 71,141	\$ 74,296	\$ 77,967	\$ 81,596
Water System Operator II	\$ 74,495	\$ 77,944	\$ 81,586	\$ 85,414	\$ 89,427

Classification Title	Minimum (Step A)	Step B	Step C	Step D	Maximum (Step E)
Accountant I	\$ 87,734	\$ 92,122	\$ 96,728	\$ 101,565	\$ 106,643
Accountant II	\$ 96,095	\$ 100,637	\$ 105,385	\$ 110,453	\$ 115,717
Accounting Assistant I	\$ 62,216	\$ 65,165	\$ 68,174	\$ 71,359	\$ 74,661
Accounting Assistant II	\$ 68,174	\$ 71,359	\$ 74,661	\$ 78,150	\$ 81,818
Administrative Assistant	\$ 68,379	\$ 71,573	\$ 74,885	\$ 78,385	\$ 82,063
Administrative Services Director	\$ 165,347		Open Range		\$ 234,259
Assistant Administrative Services Director	\$ 130,376		Open Range		\$ 187,407
Assistant City Manager	\$ 174,616		Open Range		\$ 257,685
Assistant Community Development Director	\$ 130,376		Open Range		\$ 187,407
Assistant Engineer	\$ 105,817	\$ 110,859	\$ 116,160	\$ 121,705	\$ 127,503
Assistant Library and Community Services Director	\$ 133,380		Open Range		\$ 187,407
Assistant Planner	\$ 95,875	\$ 100,383	\$ 105,195	\$ 110,208	\$ 115,473
Assistant Public Works Director	\$ 144,870		Open Range		\$ 187,407
Assistant to the City Manager	\$ 125,490		Open Range		\$ 163,981
Assistant to the City Manager / City Clerk	\$ 125,490		Open Range		\$ 163,981
Assistant Transportation Planner	\$ 95,875	\$ 100,383	\$ 105,195	\$ 110,208	\$ 115,473
Associate Civil Engineer	\$ 118,735	\$ 124,419	\$ 130,350	\$ 136,648	\$ 143,267
Associate Engineer	\$ 112,205	\$ 117,576	\$ 123,182	\$ 129,133	\$ 135,388
Associate Planner	\$ 105,195	\$ 110,208	\$ 115,473	\$ 120,998	\$ 126,789
Associate Transportation Engineer	\$ 124,419	\$ 130,350	\$ 136,648	\$ 143,267	\$ 150,209
Associate Transportation Planner	\$ 105,195	\$ 110,208	\$ 115,473	\$ 120,998	\$ 126,789
Asst. Public Works Director - Engineering	\$ 144,870		Open Range		\$ 187,407
Asst. Public Works Director - Maintenance	\$ 144,870		Open Range		\$ 187,407
Asst. Public Works Director - Transportation	\$ 144,870		Open Range		\$ 187,407
Building Custodian	\$ 62,154	\$ 65,100	\$ 68,106	\$ 71,288	\$ 74,587
Building Inspector I	\$ 92,657	\$ 97,113	\$ 101,742	\$ 106,606	\$ 111,696
Building Inspector II	\$ 101,923	\$ 106,824	\$ 111,916	\$ 117,266	\$ 122,866
Business Manager	\$ 105,192	\$ 110,250	\$ 115,505	\$ 121,028	\$ 126,807
Chief Water Operator	\$ 101,983	\$ 106,843	\$ 111,948	\$ 117,304	\$ 122,918
Child Care Teacher I	\$ 55,614	\$ 58,136	\$ 60,769	\$ 63,538	\$ 66,544
Child Care Teacher II	\$ 62,154	\$ 65,100	\$ 68,106	\$ 71,288	\$ 74,587
Child Care Teacher's Aide	\$ 41,726	\$ 43,614	\$ 45,587	\$ 47,629	\$ 49,732
City Arborist	\$ 105,789	\$ 110,860	\$ 116,143	\$ 121,691	\$ 127,514
City Clerk	\$ 125,490		Open Range		\$ 163,981
City Councilmember	n/a		Annual Rate		\$ 7,680
City Manager	\$ 203,533		Open Range		\$ 281,111
Code Enforcement Officer	\$ 87,678	\$ 91,822	\$ 96,153	\$ 100,778	\$ 105,581
Communications and Records Manager	\$ 121,823	\$ 127,735	\$ 133,870	\$ 140,325	\$ 147,074
Communications Dispatcher	<del>\$ 88,005</del>	<del>\$ 93,108</del>	<del>\$ 97,500</del>	<del>\$ 102,189</del>	<del>\$ 107,059</del>
Communications Dispatcher	\$ 94,924	\$ 99,411	\$ 104,101	\$ 109,107	\$ 114,307
Communications Training Dispatcher	<del>\$ 93,108</del>	<del>\$ 97,500</del>	<del>\$ 102,189</del>	<del>\$ 107,059</del>	<del>\$ 112,178</del>
Communications Training Dispatcher	\$ 99,626	\$ 104,325	\$ 109,342	\$ 114,554	\$ 120,031
Community Development Director	\$ 165,126		Open Range		\$ 234,259
Community Development Technician	\$ 74,567	\$ 78,019	\$ 81,665	\$ 85,496	\$ 89,514
Community Service Officer	\$ 72,907	\$ 76,336	\$ 79,871	\$ 83,662	\$ 87,678
Construction Inspector I	\$ 87,412	\$ 91,617	\$ 95,983	\$ 100,572	\$ 105,374
Construction Inspector II	\$ 96,153	\$ 100,778	\$ 105,581	\$ 110,629	\$ 115,911
Contracts Specialist	\$ 76,990	\$ 80,610	\$ 84,343	\$ 88,347	\$ 92,587
Custodial Services Supervisor	\$ 71,518	\$ 74,828	\$ 78,324	\$ 82,000	\$ 85,853
Deputy City Clerk	\$ 79,862	\$ 83,662	\$ 87,678	\$ 91,822	\$ 96,153
Deputy City Manager	\$ 169,611		Open Range		\$ 234,259
Deputy Comm. Dev. Director - Housing	\$ 130,350		Open Range		\$ 175,695
Economic Development Manager	\$ 125,490		Open Range		\$ 163,981
Engineering Services Manager	\$ 130,350		Open Range		\$ 175,695
Engineering Technician I	\$ 80,152	\$ 83,864	\$ 87,845	\$ 92,061	\$ 96,413
Engineering Technician II	\$ 89,855	\$ 94,082	\$ 98,506	\$ 103,229	\$ 108,148
Enterprise Applications Administrator	\$ 118,341	\$ 123,962	\$ 129,850	\$ 136,083	\$ 142,657
Enterprise Applications Support Specialist	\$ 94,840	\$ 99,582	\$ 104,561	\$ 109,789	\$ 115,279
Enterprise Applications Support Specialist I	\$ 105,192	\$ 110,250	\$ 115,505	\$ 121,028	\$ 126,807
Equipment Mechanic	\$ 79,862	\$ 83,662	\$ 87,678	\$ 91,822	\$ 96,153
Executive Assistant	\$ 78,073	\$ 81,736	\$ 85,576	\$ 89,602	\$ 93,816
Executive Assistant to the City Mgr	\$ 83,173	\$ 87,331	\$ 91,698	\$ 96,283	\$ 101,096
Extra Help Retired Annuitant	\$ 31,200		Open Range		\$ 249,600
Facilities Maintenance Technician	\$ 66,544	\$ 69,608	\$ 72,907	\$ 76,336	\$ 79,871
Facilities Maintenance Technician II	\$ 72,907	\$ 76,336	\$ 79,871	\$ 83,662	\$ 87,678
Finance and Budget Manager	\$ 130,350		Open Range		\$ 175,695
Finance Director	\$ 165,125		Open Range		\$ 234,259
GIS Analyst I	\$ 92,043	\$ 96,646	\$ 101,479	\$ 106,553	\$ 111,881
GIS Analyst II	\$ 105,192	\$ 110,250	\$ 115,505	\$ 121,028	\$ 126,807
Gymnastics Instructor	\$ 44,525	\$ 46,539	\$ 48,641	\$ 50,812	\$ 53,148
Housing & Economic Development Manager	\$ 125,490		Open Range		\$ 163,981
Housing Manager	\$ 125,490		Open Range		\$ 163,981
Human Resources Director	\$ 165,347		Open Range		\$ 234,259
Human Resources Manager	\$ 130,350		Open Range		\$ 175,695
Human Resources Technician I	\$ 72,243	\$ 75,661	\$ 79,039	\$ 82,895	\$ 86,794
Human Resources Technician II	\$ 79,467	\$ 83,227	\$ 86,943	\$ 91,185	\$ 95,473
Information Technology Manager	\$ 130,350		Open Range		\$ 175,695
Information Technology Specialist I	\$ 77,815	\$ 81,707	\$ 85,792	\$ 90,083	\$ 94,588
Information Technology Specialist II	\$ 86,460	\$ 90,523	\$ 94,781	\$ 99,238	\$ 103,997
Internal Services Manager	\$ 130,350		Open Range		\$ 175,695
Junior Engineer	\$ 85,362	\$ 89,630	\$ 94,112	\$ 98,818	\$ 103,759
Librarian I	\$ 74,587	\$ 78,073	\$ 81,736	\$ 85,576	\$ 89,602
Librarian II	\$ 83,662	\$ 87,678	\$ 91,822	\$ 96,153	\$ 100,778
Library and Community Services Director	\$ 161,038		Open Range		\$ 234,259
Library and Community Services Manager	\$ 130,350		Open Range		\$ 175,695
Library and Community Services Supervisor	\$ 96,464	\$ 101,103	\$ 105,920	\$ 110,985	\$ 116,285

Annual Salaries based on 2080 hours per year except where set by contract or noted

City of Menlo Park  
**PROPOSED** Salary Schedule - Effective 07/16/2023

Classification Title	Minimum (Step A)	Step B	Step C	Step D	Maximum (Step E)
Library Assistant I	\$ 58,136	\$ 60,769	\$ 63,538	\$ 66,544	\$ 69,608
Library Assistant II	\$ 63,538	\$ 66,544	\$ 69,515	\$ 72,907	\$ 76,336
Library Assistant III	\$ 69,515	\$ 72,907	\$ 76,336	\$ 79,871	\$ 83,577
Literacy Program Manager	\$ 85,853	\$ 89,891	\$ 94,118	\$ 98,630	\$ 103,330
Maintenance Worker I	\$ 63,538	\$ 66,544	\$ 69,515	\$ 72,907	\$ 76,336
Maintenance Worker II	\$ 69,515	\$ 72,907	\$ 76,336	\$ 79,871	\$ 83,662
Management Analyst I	\$ 92,043	\$ 96,646	\$ 101,479	\$ 106,553	\$ 111,881
Management Analyst II	\$ 105,192	\$ 110,250	\$ 115,505	\$ 121,028	\$ 126,807
Network Administrator	\$ 123,426	\$ 129,334	\$ 135,500	\$ 142,046	\$ 148,927
Office Assistant	\$ 57,097	\$ 59,701	\$ 62,403	\$ 65,360	\$ 68,379
Parking Enforcement Officer	\$ 63,538	\$ 66,544	\$ 69,515	\$ 72,907	\$ 76,336
Permit Manager	\$ 119,656	\$ 125,381	\$ 131,382	\$ 137,644	\$ 144,295
Permit Technician	\$ 74,567	\$ 78,018	\$ 81,665	\$ 85,496	\$ 89,513
Plan Check Engineer	\$ 119,866	\$ 125,604	\$ 131,591	\$ 137,949	\$ 144,631
Planning Manager	\$ 130,350		Open Range		\$ 175,695
Planning Technician	\$ 85,496	\$ 89,513	\$ 93,724	\$ 98,131	\$ 102,836
Police Chief	\$ 178,414		Open Range		\$ 257,685
Police Commander	\$ 160,572		Open Range		\$ 234,259
Police Corporal (2080 hours)	\$ 119,178	\$ 125,138	\$ 131,394	\$ 137,964	\$ 144,862
Police Corporal (2184 hours)	\$ 125,137	\$ 131,394	\$ 137,964	\$ 144,862	\$ 152,105
Police Officer (2080 hours)	\$ 110,735	\$ 116,271	\$ 122,084	\$ 128,189	\$ 134,599
Police Officer (2184 hours)	\$ 116,272	\$ 122,085	\$ 128,188	\$ 134,598	\$ 141,329
Police Records Specialist	\$ 69,515	\$ 72,907	\$ 76,336	\$ 79,871	\$ 83,662
Police Recruit	n/a		Hourly Rate		\$ 89,695
Police Sergeant (2080 hours)	\$ 137,060	\$ 143,913	\$ 151,108	\$ 158,664	\$ 166,597
Police Sergeant (2184 hours)	\$ 143,912	\$ 151,108	\$ 158,664	\$ 166,597	\$ 174,927
Principal Planner	\$ 127,020	\$ 134,973	\$ 141,433	\$ 148,174	\$ 153,174
Program Aide/Driver	\$ 39,920	\$ 41,726	\$ 43,614	\$ 45,587	\$ 47,629
Program Assistant	\$ 58,577	\$ 61,247	\$ 64,018	\$ 67,053	\$ 70,149
Project Manager	\$ 112,205	\$ 117,576	\$ 123,182	\$ 129,133	\$ 135,388
Property and Court Specialist	\$ 75,094	\$ 78,626	\$ 82,267	\$ 86,171	\$ 90,308
Public Engagement Manager	\$ 130,350		Open Range		\$ 175,695
Public Works Director	\$ 174,699		Open Range		\$ 241,287
Public Works Superintendent	\$ 128,081		Open Range		\$ 175,695
Public Works Supervisor - Facilities	\$ 106,541	\$ 111,649	\$ 116,969	\$ 122,558	\$ 128,421
Public Works Supervisor - Fleet	\$ 108,236	\$ 113,425	\$ 118,829	\$ 124,506	\$ 130,463
Public Works Supervisor - Park	\$ 100,707	\$ 105,534	\$ 110,563	\$ 115,845	\$ 121,388
Public Works Supervisor - Streets	\$ 100,707	\$ 105,534	\$ 110,563	\$ 115,845	\$ 121,388
Public Works Supervisor - Trees	\$ 100,707	\$ 105,534	\$ 110,563	\$ 115,845	\$ 121,388
Recreation Coordinator	\$ 74,828	\$ 78,324	\$ 82,000	\$ 85,853	\$ 89,891
Revenue and Claims Manager	\$ 105,192	\$ 110,250	\$ 115,505	\$ 121,028	\$ 126,807
Senior Accountant	\$ 110,509	\$ 115,734	\$ 121,193	\$ 127,022	\$ 133,075
Senior Accounting Assistant	\$ 74,991	\$ 78,495	\$ 82,127	\$ 85,965	\$ 89,999
Senior Building Inspector	\$ 114,394	\$ 119,866	\$ 125,604	\$ 131,591	\$ 137,949
Senior Civil Engineer	\$ 130,770	\$ 137,087	\$ 143,729	\$ 150,693	\$ 158,036
Senior Communications Dispatcher	<del>\$ 97,500</del>	<del>\$ 102,189</del>	<del>\$ 107,059</del>	<del>\$ 112,178</del>	<del>\$ 117,533</del>
Senior Communications Dispatcher	\$ 106,207	\$ 111,314	\$ 116,620	\$ 122,196	\$ 128,029
Senior Construction Inspector	\$ 105,769	\$ 110,856	\$ 116,139	\$ 121,707	\$ 127,793
Senior Engineering Technician	\$ 96,413	\$ 100,962	\$ 105,817	\$ 110,859	\$ 116,160
Senior Equipment Mechanic	\$ 87,868	\$ 92,155	\$ 96,489	\$ 100,958	\$ 105,749
Senior Facilities Maintenance Technician	\$ 79,862	\$ 83,662	\$ 87,678	\$ 91,822	\$ 96,153
Senior GIS Analyst	\$ 118,340	\$ 123,962	\$ 129,850	\$ 136,083	\$ 142,657
Senior Human Resources Technician	\$ 87,414	\$ 91,550	\$ 95,637	\$ 100,303	\$ 105,021
Senior Library Assistant	\$ 76,467	\$ 80,198	\$ 83,969	\$ 87,858	\$ 91,935
Senior Maintenance Worker	\$ 79,862	\$ 83,662	\$ 87,678	\$ 91,822	\$ 96,153
Senior Management Analyst	\$ 118,340	\$ 123,962	\$ 129,850	\$ 136,083	\$ 142,657
Senior Office Assistant	\$ 62,403	\$ 65,360	\$ 68,379	\$ 71,573	\$ 74,885
Senior Planner	\$ 115,473	\$ 120,998	\$ 126,789	\$ 132,833	\$ 139,250
Senior Police Records Specialist	\$ 72,907	\$ 76,336	\$ 79,871	\$ 83,662	\$ 87,678
Senior Program Assistant	\$ 69,066	\$ 72,294	\$ 75,687	\$ 79,242	\$ 82,971
Senior Project Manager	\$ 123,426	\$ 129,334	\$ 135,500	\$ 142,046	\$ 148,927
Senior Sustainability Specialist	\$ 86,614	\$ 90,757	\$ 95,101	\$ 99,635	\$ 104,448
Senior Transportation Engineer	\$ 130,770	\$ 137,087	\$ 143,729	\$ 150,693	\$ 158,036
Senior Transportation Planner	\$ 115,473	\$ 120,998	\$ 126,789	\$ 132,833	\$ 139,250
Senior Water System Operator	\$ 81,945	\$ 85,738	\$ 89,745	\$ 93,956	\$ 98,369
Sustainability Manager	\$ 125,490		Open Range		\$ 163,981
Sustainability Specialist	\$ 74,587	\$ 78,073	\$ 81,736	\$ 85,576	\$ 89,602
Systems Administrator	\$ 118,340	\$ 123,962	\$ 129,850	\$ 136,083	\$ 142,657
Transportation Demand Management Coord.	\$ 98,314	\$ 102,997	\$ 107,919	\$ 113,082	\$ 118,494
Transportation Director	\$ 169,611		Open Range		\$ 234,259
Transportation Manager	\$ 130,350		Open Range		\$ 175,695
Water Quality Specialist	\$ 85,576	\$ 89,602	\$ 93,816	\$ 98,314	\$ 102,997
Water System Operator I	\$ 68,090	\$ 71,141	\$ 74,296	\$ 77,967	\$ 81,596
Water System Operator II	\$ 74,495	\$ 77,944	\$ 81,586	\$ 85,414	\$ 89,427



**STAFF REPORT**

**City Council**

**Meeting Date:** 7/11/2023

**Staff Report Number:** 23-171-CC

**Informational Item:** City Council agenda topics: August 15 – August 29

**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 August 29. 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: August 15 – August 29

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 for fiscal year 2023-24 investment policy	ASD	Consent	Adopt resolution
2	Short term rental compliance report	ASD	Informational	No action
3	Adopt a resolution approving community amenity regulations and updating appraisal instructions	CDD	Regular	Adopt resolution
4	Agreements to appropriate housing below market rate funds related to notice of funding availability proposals	CDD	Consent	Contract award or amend
5	Authorize the Mayor to sign the City's response to San Mateo County Grand Jury Report: "Accessory Dwelling Units: Affordable Housing's Panacea or Prevarication?"	CDD	Consent	Approve
6	Consider Planning Commission's recommendation on a vesting tentative map and below market rate housing agreement for 123 Independence Dr. project	CDD	Public Hearing	Adopt resolution, Approve
7	Second read and adopt community amenities amendments	CDD	Consent	Second read/adopt ordinance
8	Proposed Zoning Ordinance amendments related to Housing Element implementation	CDD	Study Session	Direction to staff
9	Authorize the Mayor to sign a letter on behalf of the City Council to SM County re: Flood School Flood Park	CMO	Regular	Approve
10	City Council work plan update	CMO	Informational	No action
11	Confirm voting delegate for the League of California Cities annual conference	CMO	City Councilmember Report	Decide
12	First reading and intro of Streetaries outdoor dining ordinance	CMO	Regular	First read/intro ordinance
13	Presentation: Sister Cities annual update	CMO	Presentation	No action
14	Proclamation: Recognizing Kathleen Daly	CMO	Presentation	No action
15	Provide direction on the communitywide electrification program with California Energy Commission (CEC) funding	CMO	Study Session	Direction to staff
16	Transmittal of city attorney billing (June 2023)	CMO	Informational	No action
17	Adopt a resolution for MPCC parking management plan	CMO, PW	Regular	Adopt resolution
18	Aquatics operator agreement	LCS	Regular	Contract award or amend
19	Menlo Park Community Campus service level restoration	LCS	Regular	Adopt resolution
20	Police department quarterly update – Q2 April 2023 - June 2023	PD	Informational	Receive and file
21	Second read and adopt safe storage ord	PD	Consent	Second read/adopt ordinance
22	Adopt a resolution to execute a MOU between City of Menlo Park and Caltrain for San Francisquito Creek embankment stabilization	PW	Consent	Adopt resolution
23	Adopt a resolution designating the public works director and assistant public works director as the City's authorized agents for purposes of obtaining federal financial assistance from Cal OES and FEMA	PW	Consent	Adopt resolution
24	Authorize installation of left turn restrictions from Oak Grove Avenue to Garwood Way and Merrill Street	PW	Consent	Adopt resolution
25	Agreement with Caltrain for pre-design services for the Caltrain grade separation project	PW	Consent	Approve
26	Award an on-call construction contract for the on-call tennis court resurfacing services project	PW	Consent	Contract award or amend
27	Provide direction on restarting the Neighborhood Traffic Management Program (NTMP)	PW	Study Session	Direction to staff
28	Provide direction on the continued use of level of service analysis in traffic impact analysis	PW	Study Session	Direction to staff



## STAFF REPORT

**City Council**

**Meeting Date:**

**7/11/2023**

**Staff Report Number:**

**23-161-CC**

**Informational Item:**

**Update on the next steps to reduce speed limits on residential streets**

### Recommendation

This informational item does not require City Council action. The report describes the steps that the City can take to reduce speed limits from 30 mph (miles per hour) to 25 mph on certain residential streets.

### Policy Issues

Setting speed limits is consistent with the City's Circulation Element, adopted in 2016, including:

- Policy Circ-1.1: Vision Zero. Eliminate traffic fatalities and reduce the number of non-fatal collisions by 50% by 2040.
- Policy Circ-1.5 Enforcement Program. Develop and implement enforcement program to encourage safe travel behavior and to reduce aggressive and/or negligent behavior among drivers, bicyclists and pedestrians.
- Policy Circ-2.3 Street Classification. Utilize measurements of safety and efficiency for all travel modes to guide the classification and design of the circulation system, with an emphasis on providing "complete streets" sensitive to neighborhood context.
- Policy Circ-2.5 Neighborhood Streets. Support a street classification system with target design speeds that promotes safe, multimodal streets, and minimizes cut-through and high-speed traffic that diminishes the quality of life in Menlo Park's residential neighborhoods.

### Background

California Vehicle Code (CVC) §22352 sets prima facie speed limits in California. The term "prima facie," as used in the CVC, is a speed limit that applies when no other specific speed limit is posted. The "prima facie" speed limit of 25 mph is applicable to business and residential areas without other posted speed limits, school zones, and areas immediately around senior centers. When an engineering and traffic survey (E&TS), as defined in CVC §§627 and 40802, shows that prima facie speed limits are not applicable for the existing conditions, the City can alter the prima facie speed limits with the posting of different speed limits that are determined according to the findings of the E&TS or the provisions of the CVC. The findings of the E&TS legally enable the City to enforce posted speed limits with the use of radar and other electronic devices.

In recent years, a growing body of research has demonstrated that reducing speed limits can have a measurable safety benefits. Specific findings including:

- In Boston, Massachusetts, the City reduced speed limits Citywide to 25 mph. Research by the Insurance Institute for Highway Safety showed, relative to comparison cities that did not adjust their speed limits, vehicles traveling over 35 mph fell by almost 30%, speeds between 30 and 35 mph fell by over 8%, and

- speeds between 25 and 30 mph fell by almost 3%.
- In Toronto, Canada, a quasi-experimental study of reducing speed limits by 10 kilometers per hour (approximately 6 mph) showed a reduction in pedestrian-motor vehicle collisions of 28%, including a 67% reduction in fatal and serious injury collisions.
  - In Seattle, Washington, speed limits were reduced from 30 to 25 mph on a set of streets, yielding over 20% reduction in collisions and 18% reduction in injury collisions. Overall speeds dropped between 7 and 10%, including over 50% reduction in excessive speeds (over 40 mph).

In 2020, the City Council adopted an E&TS and approved updated speed limits on several streets. The City Council also directed staff to pursue measures to reduce speeds on several residential streets in the interest of reducing speed limits.

On Sept. 13, 2022, the City Council directed staff to pursue speed limit reductions on Middle Avenue between University Drive and Olive Street and other similar residential streets currently signed 30 mph. Since September, staff has investigated what mechanisms exist within the CVC to implement this request, as summarized further below.

### **Analysis**

The CVC establishes permitted speeds on city streets, and allows local jurisdictions to adjust speed limits in certain circumstances. Most jurisdictions either use the 'prima facie' speed limit (typically 25 mph on residential streets) or conduct an E&TS, but the state Legislature has added a number of additional provisions in recent years, summarized in Table 1.

Some key findings from the analysis described Table 1 include:

- Most reductions of speed limits below the 85th percentile require a local ordinance to implement.
- Once a speed limit is set using an E&TS, a new E&TS is required to adjust that speed limit unless other provisions apply.
- Key provisions that the City could use to reduce speed limits below what was set by the adopted 2020 E&TS require provisions that will not be available to the City until July 1, 2024.
- The City could pursue a 20 mph speed limit throughout the downtown area if desired.

Table 1: Speed limit setting options in California			
Condition	Speed limit	Required action	CVC section
Alley, grade crossing or intersection that is obstructed	15 mph	None	22352 (a)
Residential or commercial areas (without E&TS)	25 mph	None	22352 (b)
By schools, senior centers, playgrounds with 'when children are present' signs)	25 mph	None	22352 (b), 22357.1
Speed determined by E&TS <sup>1</sup>	25 mph or higher	Ordinance	22357, 22358
Narrow streets	15 or 20 mph	Ordinance	22358.3
If E&TS indicates that 25 mph is not safe	As low as 15 mph	Resolution or ordinance	22358.4. (a)
Schools on two lane roads with 30 mph speed limits	15 or 25 mph	Resolution or ordinance	22358.4. (b)
E&TS requires rounding up (e.g., 28 mph observed = 30 mph posted) <sup>2</sup>	Round down instead	None	22358.6
E&TS requires rounding down (e.g., 32 mph observed = 30 mph posted) <sup>2</sup>	Reduce an additional 5 mph	None	22358.6
Designated as a safety corridor, or adjacent to land uses that generate a high concentration of pedestrians or bicyclists <sup>3</sup>	Additional 5 mph reduction	Ordinance	22358.7; cannot be used until June 30, 2024
E&TS recommends increased speed limit	Retain prior speed limit	None	22358.8
Business activity district	20 or 25 mph	Ordinance	22358.9

<sup>1</sup> This condition was used for the speed reductions adopted in 2020.

<sup>2</sup> Adopted in 2022, after the most recent E&TS. An observed 85<sup>th</sup> percentile speed of 32 mph would normally round down to 30 mph, while an observed 85<sup>th</sup> percentile speed of 28 mph would round up to 30 mph. Both speed limits could be set to 25 mph using this provision. This provision also establishes a maximum reduction from an 85<sup>th</sup> percentile speed calculated in an E&TS of 12.4 mph, considering all CVC provisions.

<sup>3</sup> AB 43 (2021) requires Caltrans to establish definitions for 'safety corridor' and 'land or facilities that generate high concentrations of bicyclists and pedestrians' in next update to California Manual on Uniform Traffic Control Devices

Table 2 summarizes the current speed limit, most recent measure of the 85th percentile speed, and the allowable speed limit today (not including provisions that will be available in 2024 for residential streets in Menlo Park that are currently signed at 30 mph). Attachment A includes a map with the posted speed limit of all streets in Menlo Park.

Streets	Extents	85 <sup>th</sup> percentile speed (2019)	Current sign	CVC allowance (before 2024)
Bay Road	Marsh Road to Ringwood Avenue	32.7	30 mph	30 mph
	Ringwood Avenue to Willow Road	30.5	30 mph	25 mph
Middle Avenue	Olive Street to University Drive	35.1	30 mph	30 mph
Olive Street	Santa Cruz Avenue to Middle Avenue	33.4	30 mph	30 mph
Ravenswood Avenue <sup>1</sup>	Laurel Street to Middlefield Road	35.4	30 mph	30 mph
Santa Cruz Avenue <sup>2</sup>	City Limit to Avy Avenue/Orange Avenue	35.0	30 mph	30 mph
Van Buren Road <sup>3</sup>	Bay Road to terminus past Iris Lane	N/A	30 mph	25 mph

<sup>1</sup> Shared with Atherton

<sup>2</sup> Shared with San Mateo County

<sup>3</sup> The E&TS did not include Van Buren Road. As a local street with regular traffic calming, a prima facie speed limit of 25 mph can be assumed and signed without further action by City Council.

As shown, the current CVC provisions generally do not allow the City to further reduce the speed limits on these streets without either conducting an updated E&TS or until new provisions become active in 2024, except Van Buren Road and potentially a portion of Bay Road. Staff have already replaced the speed limit signs on Van Buren Road, which can be signed at 25 mph without further action by City Council because there is no adopted E&TS that includes that segment and it qualifies as a residential area (CVC §22352 (b)). Bay Road between Ringwood Avenue and Willow Road could be signed at 25 mph if the City was adopting the E&TS today. However, the provisions that allow this were established by the state in 2022, so the E&TS would have to be reconsidered to allow a further reduction.

Staff plans to begin drafting an ordinance to reduce speed limits on the streets identified in Table 2 for City Council adoption in early 2024. This would allow time to allocate the necessary Public Works and City Attorney’s Office resources and for staff to complete the local road safety plan (LRSP), which will identify safety priority corridors that can inform future actions on speed limits. The ordinance would have an effective date of July 1, 2024. This implementation timeline would allow advance planning for the installation of new speed limit signs shortly after the ordinance effective date.

Staff does not recommend pursuing a new E&TS for the street segments identified in this report. A new E&TS would take four to six months to complete and would require deferring another ongoing project, such as the request to restart the neighborhood traffic management program (NTMP). A new E&TS is also not guaranteed to result in a recommendation to reduce speed limits, which requires a Traffic Engineer to certify the evaluation of speed and safety for the streets under consideration. Higher speeds alone are not sufficient to recommend reducing the speed limit following Caltrans guidance on setting speed limits.

Staff also expects to incorporate a 20 mph speed limit downtown to support overall pedestrian safety as part of the new proposed streetaries’ permits that City Council has directed staff to implement in the downtown area. The City can set a 20 mph speed limit in commercial areas by ordinance.

Staff is also exploring adding signs similar to those implemented in Palo Alto that indicate that the speed limit is 25 mph citywide unless otherwise posted (Attachment B). This sign is informational in nature and

represents the basic rules set out in the CVC. However, these signs may provide some educational benefits. Staff will evaluate the appropriate locations of these signs and provide a future informational update to the City Council.

### **Impact on City Resources**

Returning to City Council in early 2024 with an ordinance to become effective on July 1, 2024 can be conducted within existing baseline resources. The cost to replace existing speed limit signs for the identified streets can be accommodated within existing on-call contracts.

### **Environmental Review**

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

### **Public Notice**

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

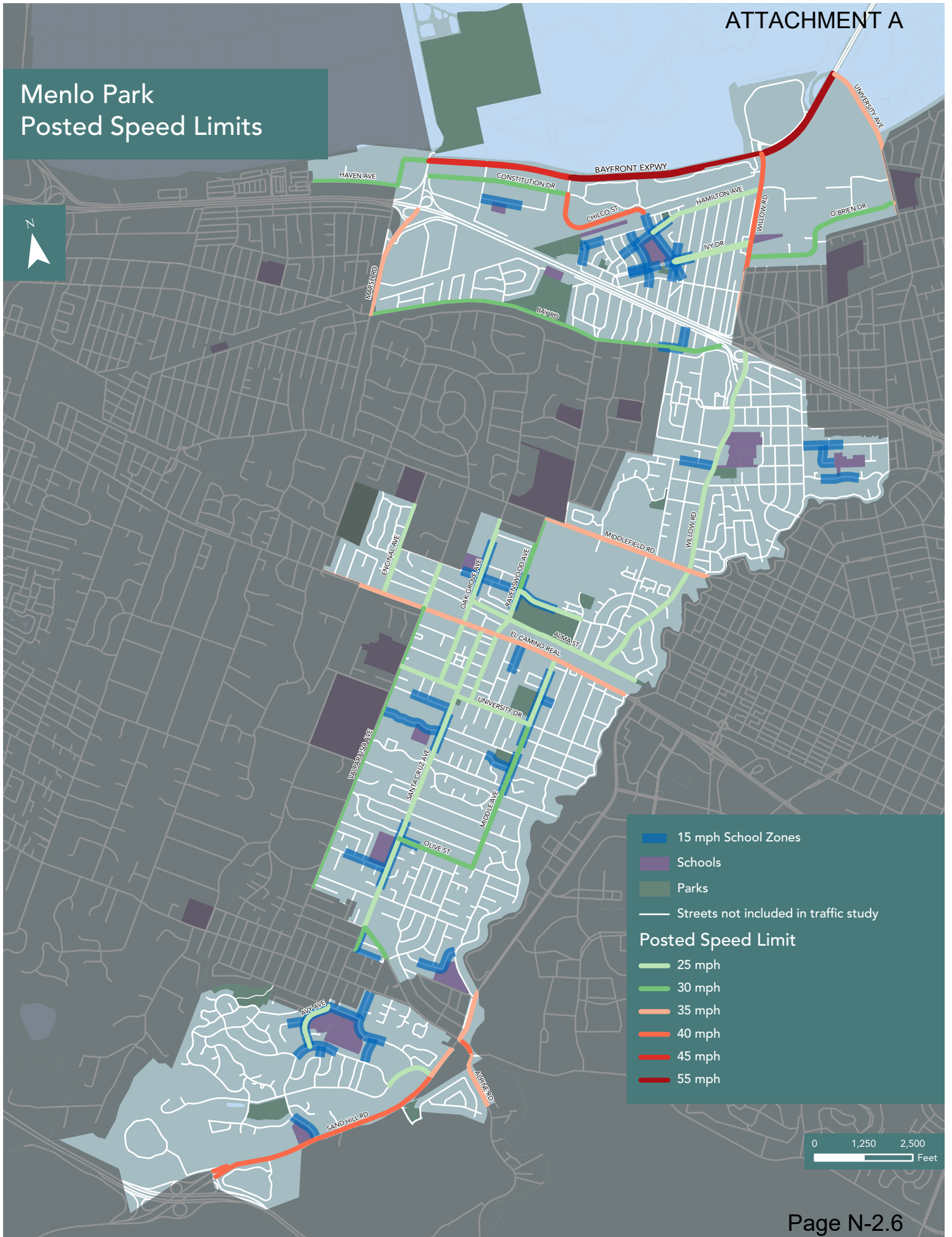
### **Attachments**

- A. Map of existing speed limits in Menlo Park
- B. Palo Alto sign example

Report prepared by:

Hugh Louch, Assistant Public Works Director – Transportation

# Menlo Park Posted Speed Limits



- 15 mph School Zones
- Schools
- Parks
- Streets not included in traffic study

**Posted Speed Limit**

- 25 mph
- 30 mph
- 35 mph
- 40 mph
- 45 mph
- 55 mph



Image of Palo Alto Citywide Speed Limit Sign







**STAFF REPORT**

**City Council**  
**Meeting Date:** 7/11/2023  
**Staff Report Number:** 23-162-CC

**Informational Item:** Transmittal of city attorney billing

**Recommendation**

This is an informational item and does not require City Council action.

**Policy Issues**

In accordance with the City Council informational requests, this staff report transmits information to the public.

**Background**

On Feb. 23, 2021, the City Council approved an agreement with Burke Williams Sorenson, LLP (BWS) for city attorney services.

**Analysis**

As requested by the City Council, the city attorney has prepared monthly summaries of billing activity (costs/fees) for legal services that could be shared with the public. This staff report transmits the summary for the month of May 2023.

**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. Billing summary – May 2023

Report prepared by:  
Justin I.C. Murphy, City Manager

## MAY 2023 CITY LEGAL SERVICES - Burke,Williams &amp; Sorensen, LLP

Description	Fees	Costs	Total Billed
GENERAL MUNICIPAL MATTERS	\$44,901.00		\$44,901.00
REAL ESTATE, COMPLEX HOUSING, CEQA, NEPA	\$7,811.50		\$7,811.50
HOUSING ELEMENT	\$1,767.00		\$1,767.00
CONSTRUCTION AND COMPLEX PUBLIC WORKS	\$1,085.00		\$1,085.00
123 INDEPENDENCE	\$3,696.00		\$3,696.00
WILLOW VILLAGE	\$1,029.00		\$1,029.00
1350 ADAMS COURT	\$10,752.00		\$10,752.00
1075 O'BRIEN/CS BIO	\$624.00		\$624.00
162-164 JEFFERSON	\$6,480.00		\$6,480.00
1105-1165 O'BRIEN DRIVE	\$768.00		\$768.00
MPMW AND FEES ADVICE	\$1,116.00		\$1,116.00
CODE ENFORCEMENT/ PITCHES / NUISANCE PR	\$2,449.00		\$2,449.00
SRI CAMPUS	\$3,984.00		\$3,984.00
HOTEL MOXY / 3723 HAVEN AVENUE	\$192.00		\$192.00
1005 O'BRIEN	\$6,576.00		\$6,576.00
UUT CLAIM/LITIGATION	\$4,092.00		\$4,092.00
PUBLIC RECORDS ACT	\$3,396.00		\$3,396.00
CITY COUNCIL	\$5,859.00		\$5,859.00
3705 HAVEN	\$960.00		\$960.00
KUNZE DOG LAWSUIT	\$620.00		\$620.00
1305 HOOVER	\$566.00		\$566.00
<b>CITY LEGAL EXPENSES PAID BY CITY</b>			<b>\$73,096.50</b>
<b>CITY LEGAL EXPENSES PAID BY DEVELOPERS</b>			<b>\$35,627.00</b>
<b>TOTAL</b>			<b>\$108,723.50</b>



**STAFF REPORT**

**City Council**  
**Meeting Date:** 7/11/2023  
**Staff Report Number:** 23-163-CC

**Informational Item:** **Summary of Environmental Justice and Safety Elements feedback from June 20 joint Planning Commission/City Council study session and next steps**

**Recommendation**

The purpose of this informational item is to provide the City Council, Planning Commission, and members of the public a summary of feedback received on the draft Environmental Justice (EJ) and Safety Elements of the City's General Plan at the June 20 joint Planning Commission/City Council study session. This informational item also provides a tentative schedule of next steps to refine and revise the draft documents for future review and consideration by the Planning Commission and City Council. No City Council action is required at this time.

**Policy Issues**

The City is committed to advancing equity and addressing current and future environmental health risks in Menlo Park. The City's goals are consistent with Senate Bill (SB) 1000 (2016) which requires the adoption or review of an EJ Element (or environmental justice goals, policies and programs in other elements) upon the adoption or revision of two or more general plan elements. The City is developing its first EJ Element and concurrently updating the Safety Element for compliance with SB 379 (2015) and State-required topics such as climate change adaptation and resiliency, and increased attention to wildfire and evacuation routes.

As part of the Housing Element Update project, the City is also updating its Housing Element, which was reviewed at the June 27 City Council meeting. Following City Council direction, the project team submitted a revised document to the California Department of Housing and Community Development (HCD) June 30. The three elements of the Housing Element Update consider the interrelation between a number of land use, housing, and environmental factors and policies.

**Background**

On June 20, the Planning Commission and City Council held a joint study session to receive an overview of the EJ and Safety Elements and provide guidance to the project team on next steps in the process of refining and revising the documents for a second study session in fall 2023. The June 20 staff report, which provides additional background information about the purpose of the EJ Element and components of the Safety Element update and project history, is included as Attachment A. The draft EJ Element and Safety Element are included as Attachments B and C, respectively.

**Analysis**

The City Council and Planning Commission asked clarifying questions and provided feedback on the matrix

tool proposed to help prioritize the programs and topics to elevate as part of the prioritization process, in combination with the input received during the community engagement process. The City Council and Planning Commission commended the work conducted by Climate Resilient Communities (CRC), the City's primary outreach and engagement partner for the work on the EJ and Safety Elements.

Based on comments from members of the public, Planning Commissioners, and City Councilmembers at the June 20 joint study session, the project team identified the following major themes to help guide refinements and revisions to the draft EJ and Safety Elements. The project team will do its best to accommodate the changes when feasible, given the scope of the work, available resources and timeline.

- Modify certain statements related to environmental health risks and disadvantaged and/or underserved communities in staff reports and the draft elements.
  - Where it has been noted that the City is committed to advancing equity and addressing “potential” environmental health risks, it should be stated instead that “current and future” environmental health risks will be addressed.
  - Where communities have been described as “disadvantaged or underserved,” they should instead be referred to as “disadvantaged and/or underserved.”
- Make adjustments to the refinement framework matrix.
  - The prioritization of community feedback through the framework matrix should ensure residents’ voices continue to drive the process. This may occur through the continued participation of CRC, who directly interacted with community members and enhanced draft policies and programs describing the community’s environmental justice needs and interests.
  - The focus of community-desired programs should be refined so they have a similar “aperture,” with larger, broad statements and narrowly focused, precise programs being brought into better alignment with each other.
  - Effort and cost should be placed in separate matrix columns because effort (capacity) and cost (funding) have different effects in addressing needs.
  - The Effort/Cost ranking category (or categories, if the two are separated) should be revised so that 1 represents that highest effort/cost and 3 represents the lowest effort/cost to align with the rating system of other factors in the matrix.
  - Provide specifics regarding who will lead each program and who will serve in supporting roles to help implement actions.
  - Note areas where desired policies and programs already intersect with the City’s work.
- Continue to perform robust outreach and collaboration as part of the process, and implement best practices for outreach from the City’s previous planning efforts where applicable.
- Think critically about funding needs and explore various funding sources at the local, state and federal levels for implementation of the programs.
  - Ensure that funding specified at the local level remains synchronized with the City budget.
  - Be as specific as possible with regard to funding sources and realistic timeframes for funding to be secured.
  - Consider hiring an experienced grant writer whose dedicated focus would be to identify funding opportunities and gather resources for program implementation.
- Consider actions with short-term results that can demonstrate progress to residents during the finalization of the EJ Element, and take opportunities to share successes with the community.
  - For requested policies and programs where implementation is already underway, make note of

achievements and share anticipated progress with the community.

- Among the key priorities identified during the study session were the enhancement of the city's tree canopy through new plantings in Belle Haven; enhanced safety measures to protect cyclists from vehicular traffic; stronger renter protections to make housing affordable, safe and sanitary; continued preparation for extreme heat and storm events; and preparation of a community health assessment.
- Consider an annual community check-in to outline progress during the previous year and goals for the year ahead.

In addition to the themes above, the City Council and Planning Commission commented on Safety Element-related topics outside the scope the Housing Element Update project, which was identified at the beginning of the process in 2021. The following themes are not included in the City's current efforts.

- Evaluate biosafety levels for life science facilities and consider implementing regulations to restrict their locations and operations.
  - The current project does not involve evaluation of the four biosafety levels (BSLs) for containment in biological and laboratory research, nor implementation of zoning regulations that would restrict facilities with certain BSLs from locating or operating in the community. However, a program could be included in the Safety Element to evaluate BSLs and associated zoning changes at a later date as part of the Safety Element implementation.
- Revisit the Noise Element and make modifications as necessary to reduce noise sources in the community.
  - Except in instances where updates are necessary for consistency with the EJ, Housing and Safety Elements, changes to the Noise Element, such as modifying acceptable noise levels and considering methods to mitigate existing noise conditions, were not included in the scope of the project.
- Make changes to the Safety Element beyond regulatory requirements.
  - Since the previous Safety Element was adopted in 2013, there have been several regulatory updates, including SB 1241, SB 379, SB 1035, SB 99 and others (more fully described in Attachment A). The current scope of the Safety Element is to make updates necessary to bring it into compliance with recent legislation. Additional actions such as the identification of evacuation routes and evaluation and remediation of soft-story buildings in the city are not within the existing scope of the project.

In order to evaluate the themes above as part of the Housing Element Update project, the project team would need to analyze any additional time, costs, and funding resources that may be necessary to include the topics within the EJ and Safety Elements (and/or other General Plan elements as needed). The City Council did not provide this direction to staff at the June 20 meeting.

### Next steps

The public comments and feedback received from the June 20 joint study session will inform the revision of the draft elements. Before a second study session, the project team will refine and prioritize the community feedback into policies and programs suitable for inclusion in the draft Elements through the framework matrix, as described in detail in the June 20 study session staff report (Attachment A) and modified by the comments outlined previously in this informational item.

The purpose of the second study session, tentatively targeted for fall 2023, is to present the revised draft elements, which would incorporate the community feedback, including recommended policies and programs

and prioritization. The project team will seek guidance/confirmation from the Planning Commission and City Council that the revised elements are reflective of community and Commission and City Council feedback. Following the second study session, additional refinements, as needed, would be made to the elements. Subsequently, the Planning Commission would make a recommendation regarding adoption of the elements to the City Council, and the City Council would be the final decision-making body.

### **Impact on City Resources**

As part of the fiscal year 2020-21 budget, the City Council appropriated nearly \$1.5 million from the general fund to support the Housing Element Update (including preparation of the subsequent environmental impact report (SEIR)), which is a City Council priority. On March 14 the City Council approved an amendment to the professional services agreement with M-Group, the City's Housing Element Update project consultant, in the amount of \$75,414, for an overall contract total of \$1,547,466. The current scope and budget does not provide funding for CRC's continued involvement in the refinement of the documents and participation in the second EJ and Safety Elements study session or review of and assistance with the final document. The City Council and Planning Commission expressed appreciation for CRC's outreach and engagement efforts and a desire for their continued partnership with the City in this process. As a result, a future budget augment may be sought to ensure that CRC remains engaged in the process. In addition, the scope and budget does not provide funding for additional staffing or resources for the implementation of programs that would result from the EJ and Safety Elements. Funding for the programs would be reviewed separately and may require a budget amendment or allocation in future fiscal years.

### **Environmental Review**

This informational item 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. As part of the Housing Element Update process (i.e., Housing Element and Safety Element updates and a new EJ Element, and associated changes), a SEIR was prepared. On Jan. 31, the City Council adopted Resolution No. 6808 certifying the SEIR and associated CEQA actions. On Feb. 1, a Notice of Determination (NOD) was filed.

### **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 – June 20 joint Planning Commission/City Council study session staff report:  
[menlopark.gov/files/sharedassets/public/agendas-and-minutes/city-council/2023-meetings/agendas/20230620-city-council-and-planning-commission-special-agenda-packet\\_w-pres.pdf#page=3](https://menlopark.gov/files/sharedassets/public/agendas-and-minutes/city-council/2023-meetings/agendas/20230620-city-council-and-planning-commission-special-agenda-packet_w-pres.pdf#page=3)
- B. Hyperlink – Draft Environmental Justice Element – Published Dec. 12, 2022:  
[menlopark.gov/files/sharedassets/public/community-development/documents/projects/housing-element-update/environmental-justice-element-20221212-public-review-draft.pdf](https://menlopark.gov/files/sharedassets/public/community-development/documents/projects/housing-element-update/environmental-justice-element-20221212-public-review-draft.pdf)
- C. Hyperlink – Draft Safety Element – Published Dec. 12, 2022:  
[menlopark.gov/files/sharedassets/public/community-development/documents/projects/housing-element-update/safety-element-20221212-public-review-draft.pdf](https://menlopark.gov/files/sharedassets/public/community-development/documents/projects/housing-element-update/safety-element-20221212-public-review-draft.pdf)

Staff Report #: 23-163-CC

Report prepared by:

Calvin Chan, Senior Planner  
Tom Smith, Principal Planner

Report reviewed by:

Mary Wagner, Assistant City Attorney  
Deanna Chow, Assistant Community Development Director